

**HOWELL TOWNSHIP REGULAR BOARD
MEETING MINUTES**

3525 Byron Road Howell, MI 48855

October 2, 2023

6:30 P.M.

MEMBERS PRESENT:

Mike Coddington	Supervisor
Sue Daus	Clerk
Jonathan Hohenstein	Treasurer
Matthew Counts	Trustee
Jeff Smith	Trustee
Harold Melton	Trustee
Bob Wilson	Trustee

MEMBERS ABSENT:

Also in Attendance:

Tim Church – HAPRA

Kyle Tokan - HAPRA

Nine people were in the audience.

Supervisor Coddington called the meeting to order at 6:30 p.m. The roll was called. Supervisor Coddington requested members rise for the Pledge of Allegiance.

APPROVAL OF THE AGENDA:

October 2, 2023

Request by Wilson to add Pioneer Cemetery project wrap-up to the agenda as item 8 D.

Motion by Melton, **Second** by Smith, **“To approve the October 2, 2023 meeting agenda as presented with the amendment.”** Discussion followed. Motion carried.

APPROVAL OF BOARD MEETING MINUTES:

September 11, 2023

REGULAR BOARD MEETING MINUTES

Motion by Hohenstein, **Second** by Smith, **“To approve the September 11, 2023 meeting minutes as presented.”** Motion carried.

CORRESPONDENCE:

No additions. No questions.

CALL TO THE PUBLIC:

Janice Derr – Spoke against the proposed gun range on Fleming Road.

Judith Fortson – Spoke against the proposed gun range on Fleming Road, concerns with the impact on the airport and the local veterinarian.

Robert Fortson – Spoke against the proposed gun range on Fleming Road, the impact on property values.

Mark Stephan – Spoke against the proposed gun range on Fleming Road, noise levels, traffic concerns, concern with flightpaths.

Chris Fortson – Spoke against the proposed gun range, concern with stray bullets, and concern with effect on wildlife.

Tom Nielson – Spoke against the proposed gun range.

Motion by Hohenstein, **Second** by Counts, **“To deviate from the agenda to 9-A, HAPRA.”** Discussion. Motion carried.

UNFINISHED BUSINESS:

A. Planning Commission – Open Seat

Treasurer Hohenstein presented the four applications for the open seat on the Planning Commission. Jim McEvoy spoke to why he is interested in the position. Tim Boal spoke to why he is interested in the position. Discussion followed.

Motion by Wilson, **Second** by Melton, **“To appoint Andrew Hamm based on his construction experience.”** Discussion. Roll call vote: Daus - yes, Wilson – yes, Smith – no, Hohenstein – no, Melton – yes, Coddington – no, Counts – no. Motion failed (3-4). **Motion** by Hohenstein, **Second** by Smith, **“To appoint Tim Boal to the Planning Commission.”** Roll call vote: Melton – yes, Coddington – yes, Daus – yes, Smith – yes, Wilson – no, Counts – yes, Hohenstein – yes. Motion carried (6-1).

Discussed filling the open ZBA seat due to Tim Boal being appointed to the Planning Commission.

Motion by Wilson, **Second** by Melton, **“I nominate Andrew.”** Discussion. Roll call vote: Wilson –yes, Hohenstein – no, Melton – yes, Counts – no, Daus – no, Smith – no, Coddington – no. Motion failed (2-5). **Motion** by Counts, **Second** by Smith, **“To appoint Jim McEvoy to the ZBA.”** Discussion. Roll call vote: Counts – yes, Daus – yes, Coddington – yes, Melton – yes, Smith – yes, Hohenstein – yes, Wilson – no. Motion carried (6-1).

B. Pioneer Cemetery –Snow Removal Bids

Treasurer Hohenstein discussed that Pioneer Cemetery snow removal was put out to bid. The Township received only one bid from Sharpe’s Outdoor Services. Discussion followed. **Motion** by Hohenstein, **Second** by Wilson, **“To accept the bid from Sharpe’s Outdoor Services for Pioneer Cemetery snow removal at \$75 per push, as needed.”** Motion carried.

C. Guardian Alarm Quote

Treasurer Hohenstein discussed the revised bid from Guardian Alarm. Discussion followed. It was the consensus of the Board to come back with more information.

D. Pioneer Cemetery- Wrap-Up

Trustee Wilson discussed the meeting he had, along with Trustee Melton and Supervisor Coddington, with Phil Westmoreland from Spicer Engineering at Pioneer Cemetery. At the meeting Phil dug up the southeast corner so an accurate measurement could be made, and it was verified that the pipe was 4.5 feet in the ground as was highlighted in Phil’s September 7 letter to the Board. Trustee Wilson has requested a wrap-up letter for the project from Spicer.

NEW BUSINESS:

A. HAPRA – Tim Church

Tim Church spoke about HAPRA and the proposed 2024 budget. **Motion** by Counts, **Second** by Hohenstein, **“To accept the Howell Area Parks and Recreation Authority 2024 budget as presented.”** Discussion. Motion carried.

B. 2024 Meeting Dates

Treasurer Hohenstein discussed the Township meeting dates for the various boards.

Motion by Melton, **Second** by Hohenstein, **“To accept the dates as presented.”** Motion carried.

C. Sewer & Water Rate

Treasurer Hohenstein discussed the Township’s sewer and water rates and a proposed administrative change. Discussion followed. **Motion** by Hohenstein, **Second** by Counts, **“To accept the water and sewer rate as presented.”** Motion carried.

D. ARPA Funds – Sidewalk Estimate

Treasurer Hohenstein discussed the idea to obligate the remaining Township ARPA funds to install sidewalks along Grand River Avenue between Highlander Way and Crestwood Road. Discussion followed. Consensus from the Board for Treasurer Hohenstein to reach out to the City of Howell, and the property owners/businesses regarding willingness to complete the project and obtaining easements.

E. Huron Cemetery Maintenance – Contract Renewal

Treasurer Hohenstein discussed the contract renewal that the Township received from Huron Cemetery Maintenance. Discussion followed. **Motion** by Wilson, **Second** by Smith, **“To accept the sextant contract.”** Motion carried.

F. Planning Commission Appointment to the Zoning Board of Appeals

Treasurer Hohenstein discussed the Planning Commission has recommended member Wayne Williams to be the Planning Commission representative on the ZBA, and that the Board needs to approve the appointment. Discussion followed. **Motion** by Hohenstein, **Second** by Melton, **“To accept the Planning Commission’s recommendation to appoint Wayne Williams to be the Planning Commission representative to the ZBA.”** Motion carried.

G. Pineview Village Purchase Agreement

Treasurer Hohenstein discussed the offer from Platinum Management Resources for Pineview Village. Discussion followed. **Motion** by Hohenstein, **Second** by Smith, **“To accept the land purchase agreement for Pineview Village with Platinum Management Resources as presented.”** Discussion. Roll call vote: Coddington – yes, Counts – yes, Wilson – yes, Daus – yes, Hohenstein – yes, Melton – yes, Smith – yes. Motion carried (7-0).

Motion by Hohenstein, **Second** by Counts, **“To approve resolution 10.23.529, resolution to authorize the sale of property as presented.”** Roll call vote: Smith – yes, Melton – yes, Hohenstein – yes, Coddington – yes, Counts – yes, Wilson – yes, Daus – yes. Motion carried (7-0).

H. Early Voting Agreement with Cohoctah Township and the City of Howell

Clerk Daus discussed the agreement for early voting with the two other municipalities. Discussion followed. **Motion** by Hohenstein, **Second** by Melton, **“To accept the agreement for election services between the City of Howell, Howell Township, and Cohoctah Township as presented, with the understanding that modifications may be necessary.”** Motion carried.

CALL TO THE PUBLIC:

None.

REPORTS:

- A. SUPERVISOR:
- B. TREASURER:
Discussed the upcoming switch to BS&A Cloud.
- C. CLERK:
Discussed the work going into getting prepared for the next election.
- D. ZONING:
See Zoning Administrator Joe Daus's report
Trustee Wilson inquired as to why his neighbor's violation has been removed from the list. Supervisor Coddington will discuss with the Zoning Administrator.
- E. ASSESSING:
See Assessor Kilpela's report
- F. FIRE AUTHORITY:
Supervisor Coddington reported on the Fire Authority
- G. MHOG:
Trustee Counts reported on MHOG
- H. PLANNING COMMISSION:
Trustee Counts reported on the Planning Commission
- I. ZONING BOARD OF APPEALS (ZBA):
Trustee Smith reported on the ZBA
- J. WWTP:
See Treasurer Hohenstein's report
- K. HAPRA:
Item already covered
- L. PROPERTY COMMITTEE:
Item already covered
- M. PARK & RECREATION COMMITTEE:
Treasurer Hohenstein updated the Board on the status of the Township's Spark Grant application

CLOSED SESSION:

Motion by Hohenstein, **Second** by Counts, **“To go into closed session to discuss a confidential written legal opinion from the Township Attorney regarding Oakland Tactical vs. Howell Township.”** Roll call vote: Hohenstein – yes, Smith – yes, Counts – yes, Wilson – yes, Coddington – yes, Daus – yes, Melton – yes. Motion carried (7-0).

Motion by Counts, **Second** by Hohenstein, **“To enter back into regular session.”** Motion carried.

DISBURSEMENTS: REGULAR PAYMENTS AND CHECK REGISTER:

Motion by Hohenstein, **Second** by Counts, **“To accept the disbursements as presented and any normal and customary payments for the month.”** Motion carried.

ADJOURNMENT: **Motion** by Daus, **Second** by Hohenstein, **“To adjourn.”** Motion carried. The meeting was adjourned at 8:30pm.

Sue Daus, Howell Township Clerk

Mike Coddington, Howell Township Supervisor

Tanya Davidson, Recording Secretary

Mr Coddington,

ilr3

6

I'd like to thank you and the Howell Township Board for approving the amount of money due me for the 2022 Elections that was denied me. Your understanding of what happened between myself and your prior Clerk, Jean Graham was not very nice but you saw different and awarded me my wages. I certainly appreciated the action done by all, and hope nothing like this ever happens again. Since you have a new clerk, hopefully things will be much better. Again thank you for all of your understanding and make sure I am still on your list for the next elections.

**JUST WANTED TO EXPRESS
MY FELINES OF GRATITUDE!**

RECEIVED

OCT 05 2023

HOWELL TOWNSHIP

Always

Aileen Gelatz



Tuesday, November 7, 2023

Howell Township Offices
ATTN: Jonathan Hohenstein
3525 Byron Road
Howell, MI 48855

RE: SECURITY SYSTEMS & OPTIONS

Hi Jonathan,

Below is your quote for CCTV and Fire upgrades for the Howell Township offices.

Fire:

- Addition of a fire radio for monitoring your fire alarm system
- Eliminates the POTS line and saves you monthly fees from the telephone companies
- Telephone companies are moving away from providing POTS and going to IP lines (do not work with fire or burglary monitoring systems)

Burglary:

- New hardwired DMP XR150 panel with 30 zones of protection

CCTV:

- Speco 4MP Turret IP Camera with AI and Audio and Visual Deterrent
- Speco 8 Channel NVR with Built in PoE & Smart Analytics- 2TB
- Ability to turn audio on/off when needed

Please contact me with any questions whatsoever.

Kind Regards,

Mark Polcyn
Commercial Sales Consultant
Guardian Alarm Company
mpolcyn@guardianalarm.com
248-225-6954

Guardian Security Proposal



FIRE ALARM SYSTEM	
1.00	Installation/Activation of Security Equipment
1.00	Honeywell Telguard CLSS-Enabled LTE Commercial Fire Alarm Communicators for Verizon TG-7FS LTE-V
1.00	Fire Radio Monitoring
1.00	Maintenance - Video System
1.00	Monthly Convenience Fee

CCTV SYSTEM	
1.00	Installation/Activation of Security Equipment
6.00	Speco 4MP Turret IP Camera with AI and Audio and Visual Deterrent
1.00	Speco 8 Channel NVR with Built in PoE & Smart Analytics- 2TB
2.00	Labor for Additional Exterior Camera
6.00	Labor Camera Programming (Each Camera)
1.00	Labor CAT5 - requires open port on router - Video
2.00	Labor Difficult Wire Run - Video
2.00	Labor Long Wire Run - per 100 feet - Video Alarm
1.00	Labor Remote Networking Connectivity - Video
1.00	Maintenance - Video System
1.00	Maintenance - Video System
1.00	Monthly Convenience Fee

BURGLARY ALARM SYSTEM	
1.00	Installation/Activation of Security Equipment



1.00	DMP XR150 Networkable Panel, Panel Only
1.00	DMP Verizon LTE Cellular Communicator (XT 30/50, XR150/XR550 +381-2)
1.00	DMP Replacement Cellular Cable, 18"
30.00	Labor Tie-in and Testing for Hardwired Devices - Burglar Alarm
1.00	Commercial Radio Monitoring
1.00	Maintenance - Video System
1.00	Monthly Convenience Fee
2.00	DMP 16 Zone Expander
1.00	DMP Virtually There App Package - Commercial
1.00	DMP Virtual Keypad App - IP Connected
1.00	*User's Email Address?
1.00	*User's Log-in Name?
1.00	Application Set Up Labor

Pricing Breakdown

Initial Investment	Monthly Monitoring & Maintenance Fee
\$7,080.00	\$107.99

Assumptions & Key Considerations

- Customer is to provide and maintain:
 - High-speed internet connectivity and 110-volt power at required locations
 - Adequate site lighting
- All prices are based on a five-year agreement including a maintenance agreement for parts and labor for all systems
- Any system additions or additional requirements by the AHJ may incur additional costs
- All permit and submittal fees are in addition to this proposal and to be billed to the customer as cost plus 10%

2024 Sewer and Water Connection Fees
October 10, 2023

Howell Township's sewer and water connection fees are set by resolution by the Township Board. If the Board takes no action or is unable to agree on an action the connection fee will increase by 5% starting January first. The current connection fees are \$5,000 for sewer and \$5,000 for water. The Board will need to decide on the connection fees for 2024. Attached are draft resolutions should the Board wish to leave the connection fees at \$5,000 each or change the connection fee to an amount other than the automatic 5% increase.

Respectfully submitted,

Jonathan Hohenstien

HOWELL TOWNSHIP

RESOLUTION SETTING TOWNSHIP SEWER CHARGES

Resolution Number 11.23.530

At a regular meeting of the Howell Township Board, Livingston County, Michigan, held at the Township Hall, 3525 Byron Road, Howell, Michigan, on the 13th day of November, 2023 at 6:30 p.m., Eastern Daylight Time.

PRESENT:

ABSENT:

The following resolution was offered by _____ and supported by _____:

WHEREAS, Ordinance 21 of Howell Township, entitled the Wastewater Collection and Treatment System Ordinance, provides for the operation and maintenance of a sanitary sewage disposal system by the Township;

WHEREAS, Ordinance 21 empowers the Township with the authority to fix from time to time just and reasonable rates and other charges as may be deemed advisable for supplying the inhabitants of the Township and others with a sanitary sewage disposal system; and

WHEREAS, Section 5.B of Ordinance 21 authorizes the Township Board to, by ordinance or resolution, establish the fee for the connection permit for each single family residential premises or single family Residential Equivalent (RE) connecting to any sanitary sewer lines within the Township; and

WHEREAS, Section 7.L of Ordinance 21 establishes that each single family residential premises or single family Residential Equivalent (RE) connecting to any sanitary sewer lines within the Township shall pay a connection fee of \$4,200.00 as of January 1, 2004, and such

amount shall increase by 5% on each succeeding January 1, unless otherwise resolved by the Howell Township Board; and

WHEREAS, Section 7.L of Ordinance 21 further provides that the amount of the Connection Fee may be modified from time to time by the Township Board as may be required to recover the Township’s capacity costs in the system; and

WHEREAS, the Township Board has historically allowed the Connection Fee to increase by 5% but for in any year where the Township has resolved by motion to maintain the then applicable Connection Fee; and

WHEREAS, for purposes of establishing the Connection Fee as of January 1, 2024, the Township Board desires to resolve the applicable Connection Fee as set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the Township Board of the Howell Township, Livingston County, Michigan, as follows:

1. The Connection Fee as of January 1, 2023 is \$ 5,000.00 for each single family residential premises or single family Residential Equivalent (RE).
2. Such amount shall increase by 5% on each succeeding January 1, unless otherwise resolved by the Howell Township Board.

All prior resolutions and parts of prior resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

Yeas:

Nays:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss
 COUNTY OF LIVINGSTON)

I, Sue Daus, Township Clerk of Howell Township, hereby certify this to be a true and complete copy of Resolution No. 11.23.530, duly adopted at a regular meeting of the Township Board held on the 13th day of November, 2023.

Sue Daus, Township Clerk

HOWELL TOWNSHIP

RESOLUTION SETTING TOWNSHIP WATER CHARGES

Resolution Number 11.23.531

At a regular meeting of the Howell Township Board, Livingston County, Michigan, held at the Township Hall, 3525 Byron Road, Howell, Michigan, on the 13th day of November, 2023 at 6:30 p.m., Eastern Daylight Time.

PRESENT:

ABSENT:

The following resolution was offered by _____ and supported by _____:

WHEREAS, Ordinance 181 of Howell Township, entitled the Water Use and Rate Ordinance, provides for the operation and maintenance of a water supply system by the Township;

WHEREAS, Ordinance 181 empowers the Township with the authority to fix from time to time just and reasonable rates and other charges as may be deemed advisable for supplying the inhabitants of the Township and others with a water supply system; and

WHEREAS, Section 15 of Ordinance 181 authorizes the Township Board to, by ordinance or resolution, establish the fee for the connection permit for each single family residential premises or single family Residential Equivalent (RE) connecting to any water lines within the Township; and

WHEREAS, Section 15-B of Ordinance 181 further provides that the amount of the Connection Fee may be modified from time to time by the Township Board as may be required to recover the Township's capacity costs in the system; and

**Township Board Appointments
October 10, 2023**

The following board seats have terms expiring at the end of 2023:

Planning Commission:

Tim Boal – Term ending 12/31/2023

Paul Pominville – Term ending 12/31/2023

Robert Spaulding – Term ending 12/31/2023

Zoning Board of Appeals:

Kenneth Frenger – Term ending 12/31/2023

Carol Weaver – Term ending 12/31/2023

The Township Supervisor appoints Planning Commission members subject to Township Board approval. Planning Commission members serve for a three-year term and are eligible for reappointment as long as they meet the eligibility requirements. All members shall be qualified electors of the Township, except one member may have an established business in the Township who is a resident and qualified elector in another municipality.

The Township Board appoints ZBA members who serve for a three-year term, except for the members from the Planning Commission and the Township Board, whose terms are determined by their membership on the other boards. Members must be electors of the Township.

Respectfully submitted,

Jonathan Hohenstein

**AGREEMENT FOR I.T. SERVICES BETWEEN
OAKLAND COUNTY AND
HOWELL TOWNSHIP**

9-D

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and Howell Township ("Public Body") 3525 Byron Road, Howell, MI 48855. County and Public Body may also be referred to jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement for the purpose of providing Information Technology Services ("I.T. Services") for Public Body pursuant to Michigan law.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.3. **"Confidential Information"** means all information and data that the County is required or permitted by law to keep confidential including records of County' security measures, including security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of the County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to a violation of the Michigan anti-terrorisms act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.
 - 1.4. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

- 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. **Public Body** means the Howell Township which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain I.T. Services.
- 1.7. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have access to the I.T. Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.9. **I.T. Services** means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:
 - 1.9.1. **Online Payments** mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.
 - 1.9.2. **Over The Counter Payments** means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.
 - 1.9.3. **Pay Local Taxes** means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).
 - 1.9.4. **Jury Management System** means a subscription based software that facilitates the selection and communication with potential and selected individuals who may serve as jurors.
 - 1.9.5. **Collaborative Asset Management System ("CAMS")** means providing for the collaborative use of information related to public assets, such as water, sanitary sewer, and/or storm sewer infrastructure, that is managed by various governmental entities participating in the CAMS within the County of Oakland in order to promote the effective maintenance and care of these assets.
 - 1.9.6. **Remedial Support Services** means providing Public Body assistance with diagnosis and configuration of Public Body owned system components.

- 1.9.7. **Data Center Use & Services** means providing space for Public Body’s equipment in County’s Data Center and access to electrical power and backup power.
- 1.9.8. **Oaknet Connectivity** means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.
- 1.9.9. **Internet Service** means access to the Internet from Public Body's work stations. Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.
- 1.9.10. **CLEMIS** means the Court and Law Enforcement Management Information System, an information management system comprised of specific software applications (CLEMIS Applications) operated and maintained by the CLEMIS Division of County.
- 1.9.11. **ArcGIS Online** means the ability to access a web based, collaborative Geographic Information System (GIS) that allows users having an ArcGIS Online (AGO) Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.’s (“ESRI”) secure cloud.
- 1.9.12. **Data Sharing** means the ability for the Public Body to utilize Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS).
- 1.9.13. **Pictometry Licensed Products** means the ability to use a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted high-resolution, orthogonal and oblique imagery.
- 1.9.14. **Security Best Practices Advice** means providing information on tools that may be used to enhance network security posture.
- 1.10. **Service Center** means the location of technical support and information provided by County's Department of Information Technology.
- 1.11. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and selected below or added at a later date by a formal amendment to this Agreement:
- Exhibit I: Online Payments
 - Exhibit II: Over The Counter Payments
 - Exhibit III: Pay Local Taxes
 - Exhibit IV: Jury Management System
 - Exhibit V: Collaborative Asset Management System (CAMS)
 - Exhibit VI: Remedial Support Services
 - Exhibit VII: Data Center Use and Services
 - Exhibit VIII: Oaknet Connectivity
 - Exhibit IX: Internet Service
 - Exhibit X: CLEMIS

- Exhibit XI: ArcGIS Online
- Exhibit XII: Data Sharing
- Exhibit XIII: Pictometry Licensed Products
- Exhibit XIV: Security Best Practice Advice

2. **COUNTY RESPONSIBILITIES.**

- 2.1. County, through its Department of Information Technology, shall provide the I.T. Services selected above which are attached and incorporated into this Agreement.
- 2.2. County shall support the I.T. Services as follows:
 - 2.2.1. **Access.** County will provide secure access to I.T. Services for use on hardware provided by Public Body as part of its own computer system or as otherwise provided in an Exhibit to this Agreement.
 - 2.2.2. **Maintenance and Availability.** County will provide maintenance to its computer system to ensure that the I.T. Services are functional, operational, and work for intended purposes. Such maintenance to County's system will include "bug" fixes, patches, and upgrades, such as software, hardware, database and network upgrades. The impact of patches and/or upgrades to the applications will be thoroughly evaluated by County and communicated to Public Body through their Points of Contact prior to implementation in Public Body's production environment. County will reserve scheduled maintenance windows to perform these work activities. These maintenance windows will be outlined specifically for each application in the attached Exhibits.
 - 2.2.2.1. If changes to scheduled maintenance windows or if additional maintenance times are required, County will give as much lead time as possible.
 - 2.2.2.2. During maintenance windows, access to the application may be restricted by County without specific prior notification.
- 2.3. County may deny access to I.T. Services so that critical unscheduled maintenance (i.e. break-fixes) may be performed. County will make prompt and reasonable efforts to minimize unscheduled application downtime. County will notify the Points of Contact about such interruptions with as much lead time as possible.
- 2.4. **Backup and Disaster Recovery.**
 - 2.4.1. County will perform periodic backups of I.T. Services hosted on County's computer system. Copies of scheduled backups will be placed offsite for disaster recovery purposes.
 - 2.4.2. County will maintain a disaster recovery process that will be used to recover applications during a disaster or failure of County's computer system.
- 2.5. **Auditing.** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County's data and County's compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)

2.5.1. In order to limit possibility of data theft and scope of audit requirements, County will not store credit card account numbers. County is only responsible for credit card data only during the time of transmission to payment processor.

2.6. **Training and Information Resources.** County may provide training on use of the I.T. Services on an as-needed basis or as set forth in an Exhibit to this Agreement.

2.7. **Service Center.** I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number, e-mail or website provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com
Service Center Website	https://sc.oakgov.com

2.8. County may access, use and disclose transaction information and any content to comply with the law such as a subpoena, Court Order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by the Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than in response to legal process.

2.9. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. The County will provide Public Body with access to these terms and conditions. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements that are applicable to Public Body.

3. **PUBLIC BODY RESPONSIBILITIES.**

3.1. Public Body shall immediately notify County of any unauthorized use of the I.T. Services and any breach of security of the I.T. Services. Public Body shall cooperate with County in all investigations involving the potential misuse of County's computer system or data.

3.2. Public Body is the owner of all data provided by Public Body and is responsible to provide all initial data identified in the attached Exhibits, in a format acceptable to County, and, for the CLEMIS Exhibit, as required by applicable statute, regulation, or administrative rule. Public Body is responsible for ensuring the accuracy and currency of data contained within its applications.

3.3. Public Body shall follow County's I.T. Services requirements as described on County's website. Public Body shall comply with County's minimum standards for each Internet browser used by Public Body to access I.T. Services as set forth in an Exhibit(s) to this Agreement. Public Body shall meet any changes to these minimum standards that County may reasonably update from time to time.

- 3.4. Public Body shall not interfere with or disrupt the I.T. Services provided herein or networks connected with the I.T. Services.
- 3.5. Public Body requires that each Public Body Employee with access to I.T. Services shall:
 - 3.5.1. Utilize an antivirus software package/system on their equipment and keep same updated in a reasonable manner.
 - 3.5.2. Have a unique User ID and password that will be removed upon termination of Public Body Employee's employment or association with Public Body.
 - 3.5.3. Maintain the most reasonably current operating system patches on all equipment accessing the I.T. Services.
- 3.6. If authorized by County, Public Body may extend I.T. Services to other entities which are created by or primarily funded by state or local authority. If County authorizes Public Body to provide access to any I.T. Services to other entities, Public Body shall require those entities to agree to utilize an antivirus software package/system on computers accessing the I.T. Services and to assign users of the I.T. Services a unique User ID and password that will be terminated when a user is no longer associated with the entity. Public Body must require an entity receiving I.T. Services under this Section, to agree in writing to comply with the terms and conditions of this Agreement and to provide County with a copy of this writing.
- 3.7. For each I.T. Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
 - 3.7.1. Direct coordination and interaction with County staff.
 - 3.7.2. Communication with general public supported by Public Body.
 - 3.7.3. Following County's procedures to report an application incident.
 - 3.7.4. If required by County, attend training classes provided by County either online or at County's Information Technology Building in Waterford, Michigan or other suitable location determined by County.
 - 3.7.5. Providing initial support services to Public Body users prior to logging a Service Center incident with County.
 - 3.7.6. Requesting security changes and technical support from the Service Center.
 - 3.7.7. Testing Applications in conjunction with County, at the times and locations mutually agreed upon by County and Public Body.
 - 3.7.8. To report a service incident to the Service Center, one of Public Body's Points of Contact shall provide the following information:
 - 3.7.8.1. Contact Name
 - 3.7.8.2. Telephone Number
 - 3.7.8.3. Email Address
 - 3.7.8.4. Public Body Name
 - 3.7.8.5. Application and, if possible, the specific module with which the incident is associated.

- 3.7.8.6. Exact nature of the problem or function including any error message that appeared on the computer screen.
- 3.7.8.7. Any action the Points of Contact or user has taken to resolve the matter.
- 3.8. Public Body may track the status of the incident by calling the Service Center and providing the Incident Number.
- 3.9. Public Body shall respond to Freedom of Information Act Requests relating to Public Body's data.
- 3.10. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body may follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. **DURATION OF INTERLOCAL AGREEMENT.**

- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a Court, a signature from the Chief Judge of the Court shall evidence approval by the Public Body, providing a resolution and minutes does not apply. If the Public Body is the State of Michigan, approval and signature shall be as provided by law.
- 4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreements to add Exhibits that were previously approved by the Board of Commissioners but are requested by Public Body after the execution of the Agreement. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 4.3. Unless extended by an Amendment, this Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. **PAYMENTS.**

- 5.1. I.T. Services shall be provided to Public Body at the rates specified in the Exhibits, if applicable.
- 5.2. **Possible Additional Services and Costs.** If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to I.T. Services the Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for, identifying, producing or testifying regarding such data or information. County may waive this requirement in its sole discretion.
- 5.3. County shall provide Public Body with a detailed invoice/explanation of County's costs for I.T. Services provided herein and/or a statement describing any amounts owed to County.

Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurer – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.

- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

6. ASSURANCES.

- 6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
- 6.5. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 6.6. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party

have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

- 6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. USE OF CONFIDENTIAL INFORMATION

- 7.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to the County or to a Public Body Employee not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information which can establish by legally sufficient evidence: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 7.2. Within five (5) business days' receipt of a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all of the disclosing Party's Confidential Information.

8. DISCLAIMER OR WARRANTIES.

- 8.1. The I.T. Services are provided on an "as is" and "as available" basis. County expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 8.2. County makes no warranty that (i) the I.T. Services will meet Public Body's requirements; (ii) the I.T. Services will be uninterrupted, timely, secure or error-free; nor (iii) the results that may be obtained by the I.T. Services will be accurate or reliable.
- 8.3. Any material or data downloaded or otherwise obtained through the use of the I.T. Services is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.

9. **LIMITATION OF LIABILITY.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

10. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Director of Information Technology and Public Body's Agreement Administrator for possible resolution. County's Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this

Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

11. **TERMINATION OR CANCELLATION OF AGREEMENT.**

11.1. Either Party may terminate or cancel this entire Agreement or any one of the I.T. Services described in the attached Exhibits, upon one hundred twenty (120) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.

11.2. Early termination fees may apply to Public Body if provided for in the Exhibits.

11.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Information Technology.

12. **SUSPENSION OF SERVICES.** County, through its Director of Information Technology, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.

13. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

14. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body.

15. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

16. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

17. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

18. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.

19. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
20. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
21. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
- 21.1. If Notice is sent to County, it shall be addressed and sent to: Chief Information Officer, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
- 21.2. If Notice is sent to Public Body, it shall be addressed to: Jonathan Hohenstein, treasurer@howelltownshipmi.org, 3525 Byron Road, Howell, MI 48855.
- 21.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **ENTIRE AGREEMENT.**
- 23.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific Services described in the attached Exhibits. With regard to those Services, this Agreement supersedes all other oral or written agreements between the Parties.
- 23.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Jonathan Hohenstein hereby acknowledges that he/she has been authorized by a resolution of the Howell Township, a certified copy of which is attached, or by approval of the Chief Judge if the Public Body is a Court, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____

DATE: _____

Jonathan Hohenstein
Treasurer

WITNESSED: _____

DATE: _____

AGREEMENT

ADMINISTRATOR: _____

DATE: _____

(IF APPLICABLE)

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____

DATE: _____

David T. Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____

DATE: _____

Oakland County Board of Commissioners
County of Oakland

EXHIBIT I
I.T. SERVICES AGREEMENT
ONLINE PAYMENTS

INTRODUCTION

The I.T. Service described in this Exhibit (Online Payments) will provide government agencies with the ability to accept credit card and/or electronic check payments online.

1.0 COUNTY RESPONSIBILITIES

- 1.1 County will provide an I.T. Service where the general public can make payments for any type of fees or costs, i.e. pay property taxes, licenses, permits or traffic tickets by means of a credit card or electronic check, utilizing the Internet.
- 1.2 If requested by Public Body, County will provide a single public web page that will reside on County server(s) and include basic information with links to the I.T. Service for Online Payments. County will not provide content management. County will provide basic design template customization (header and colors) and minimal content (basic contact information). URLs will have a G2Gcloud.com domain name. County has sole discretion as to what may be placed on this one-page website.
- 1.3 County will provide Public Body with access to a password protected web site where Public Body can issue credits and view daily, weekly, and monthly transaction activity of payments processed through this I.T. Service.
- 1.4 The Enhanced Access Fee charged to the general public shall be an amount established by County Board of Commissioners (MISCELLANEOUS RESOLUTION #07121, County Board of Commissioner Minutes, May 24, 2007, p. 246) or as revised by County Board of Commissioners.

2.0 PUBLIC BODY RESPONSIBILITIES

- 2.1 Public Body will be responsible for placing the URL provided by County onto their website for this service.
- 2.2 Public Body will include the URL in printed or electronic communications to the general public regarding this service.
- 2.3 Public Body shall respond to all questions from the general public regarding payments. County shall refer questions regarding the amount of payment due or owing to Public Body.

3.0 SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

4.0 SERVICE ACCESS AND REQUIREMENTS

- 4.1 Service Access
 - 4.1.1 Access to the I.T. Service is via an internet browser. The URL for the general public to initiate the Online Payments service will be provided by County.

EXHIBIT I
I.T. SERVICES AGREEMENT
ONLINE PAYMENTS

- 4.1.2 Public Body will provide access to this I.T. Service for the general public via the URL provided by County on the web site owned by Public Body.
- 4.1.3 The URL for Public Body to view activity reports and to perform all administrative functions and for the general public to maintain recurring payments will be provided by County.
- 4.2 Service Requirements
 - 4.2.1 The general public shall be required to pay County an Enhanced Access Fee to use this I.T. Service. County will use Enhanced Access Fees to recover costs associated with this I.T. Service.
 - 4.2.2 The person making the payment will authorize two transactions: (1) one transaction for payment of monies owed to Public Body and (2) one transaction for payment of the Enhanced Access Fee. The payment to Public Body will be deposited in Public Body's designated account. The funds for the Enhanced Access Fee will be deposited into an account owned by County.

5.0 SERVICE COSTS

There is no cost to Public Body for this I.T. Service.

6.0 SHARING OF NET ENHANCED ACCESS FEES

- 6.1 Public Body will receive 50% of Net Enhanced Access Fees collected from Online Payments. For purposes of Sharing Net Enhanced Access Fees, if the Public Body that entered into this Agreement is a Court, any Net Enhanced Access Fees that can be shared will be directed to and deposited with the Court's Funding Unit or Units. Payments will be made quarterly based on the County's fiscal year of October 1 through September 30. Net Enhanced Access Fees is defined as follows:
- 6.2 County will deduct a percentage from Public Body's gross Enhanced Access Fees to cover transactional fees. The percentage will be recalculated every fiscal year due to changes in County's costs incurred. County shall list the percentage of Enhanced Access Fee used to calculate transactional fees on the www.G2Gcloud.com website.
- 6.3 Definitions.
 - 6.3.1 Gross Enhanced Access Fees Collected – All fees added to transactions processed for your agency paid by end-user
 - 6.3.2 County's Cost for Transactional Fees –Average costs incurred by County to process transactions for all agencies as a percentage of Gross Enhanced Access Fees Collected
 - 6.3.3 Transactional Fees Deducted from Gross Enhanced Access Fees – Result of applying percentage to Gross Enhanced Access Fees Collected

EXHIBIT I
I.T. SERVICES AGREEMENT
ONLINE PAYMENTS

- 6.3.4 Net Enhanced Access Fees Remaining – Result of subtracting costs of transactional fees from Gross Enhanced Access Fees Collected
- 6.3.5 50% Shared Back with Public Body- Percentage of Total Net Enhanced Access Fees to be shared with your agency.
- 6.3.6 Fees Shared Back with Public Body – Funds your agency will receive.
- 6.4 Illustration. Below is an example of how the Net Enhanced Access Fees will be shared:
 - \$5,000 Gross Enhanced Access Fees Collected
 - x 39% County’s Cost for Transactional Fees
 - \$1950 Transactional Fees Deducted from Gross Enhanced Access Fees
 - \$3050 Net Enhanced Access Fees Remaining
 - x50% 50% Shared Back with Public Body
 - \$1525 Fees Shared Back with Public Body

7.0 PROVISION AND MAINTENANCE OF DATA

- 7.1 Public Body must use the same credit card and check processing entities used by County. The names and contact information for these entities shall be provided by County. County shall notify Public Body in advance of any changes to the third-party entities.
- 7.2 Public Body shall provide County with all necessary bank account and routing numbers to give effect to this Agreement.

8.0 LICENSE USE AND ACCESS

County grants to Public Body a nonexclusive license to use County developed applications needed to receive this I.T. Service. This license cannot be provided to any other party without County’s consent in writing.

EXHIBIT II
I.T. SERVICES AGREEMENT
OVER THE COUNTER PAYMENTS

INTRODUCTION

The I.T. Service described in this Exhibit (Over the Counter Payments) will provide government agencies with the ability to take credit card payments at the counter and over the phone.

1.0 COUNTY RESPONSIBILITIES

- 1.1 County will provide an I.T. Service where the general public can make Over the Counter Payments for any type of fees or costs; i.e. pay property taxes, licenses, permits or traffic tickets by means of a credit card.
- 1.2 County will provide Public Body with access to a password protected web site where Public Body can issue credits and view daily, weekly, and monthly transaction activity of payments processed through this I.T. Service.
- 1.3 The Enhanced Access Fee charged to the general public shall be an amount established by County Board of Commissioners (MISCELLANEOUS RESOLUTION #07121, County Board of Commissioner Minutes, May 24, 2007, p. 246) or as revised by County Board of Commissioners.

2.0 PUBLIC BODY RESPONSIBILITIES

- 2.1 Public Body shall respond to all questions from the general public regarding payments.

3.0 SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

4.0 SERVICE ACCESS AND REQUIREMENTS

- 4.1 Service Access
 - 4.1.1 Access to the I.T. Service is via a credit card reader provided by County attached to a computer with a connection to an Internet website run by County.
 - 4.1.2 The URL for Public Body to view activity reports and to perform all administrative functions will be provided by County.
 - 4.1.3 Public Body will provide access to this I.T. Service for the general public via computer owned by Public Body an on the premise of the Public Body. This computer may be operated by Public Body staff or made available directly to the general public.
- 4.2 Service Requirements
 - 4.2.1 The general public shall be required to pay County a fee to use this I.T. Service. County will use fees to recover costs associated with this I.T. Service.

EXHIBIT II
I.T. SERVICES AGREEMENT
OVER THE COUNTER PAYMENTS

4.2.2 The person making the payment will authorize two transactions: (1) one transaction for payment of monies owed to Public Body and (2) one transaction for payment of the fee. The payment to Public Body will be deposited in Public Body's designated account. The fee will be deposited into an account owned by County.

5.0 SERVICE COSTS

There is no cost to Public Body for this I.T. Service.

6.0 SHARING OF NET ENHANCED ACCESS FEES

6.1 Public Body will receive 50% of Net Enhanced Access Fees collected from Over the County Online Payments. For purposes of Sharing Net Enhanced Access Fees, if the Public Body that entered into this Agreement is a Court, any Net Enhanced Access Fees that can be shared will be directed to and deposited with the Court's Funding Unit or Units. Payments will be made quarterly based on the County's fiscal year of October 1 through September 30. Net Enhanced Access Fees is defined as follows:

6.2 County will deduct a percentage from Public Body's gross Enhanced Access Fees to cover transactional fees. The percentage will be recalculated every fiscal year due to changes in County's costs incurred. County shall list the percentage of Enhanced Access Fee used to calculate transactional fees on the www.G2Gcloud.com website.

6.3 Definitions.

6.3.1 Gross Enhanced Access Fees Collected – All fees added to transactions processed for your agency paid by end-user

6.3.2 County's Cost for Transactional Fees –Average costs incurred by County to process transactions for all agencies as a percentage of Gross Enhanced Access Fees Collected

6.3.3 Transactional Fees Deducted from Gross Enhanced Access Fees – Result of applying percentage to Gross Enhanced Access Fees Collected

6.3.4 Net Enhanced Access Fees Remaining – Result of subtracting costs of transactional fees from Gross Enhanced Access Fees Collected

6.3.5 50% Shared Back with Public Body- Percentage of Total Net Enhanced Access Fees to be shared with your agency.

6.3.6 Fees Shared Back with Public Body – Funds your agency will receive.

EXHIBIT II
I.T. SERVICES AGREEMENT
OVER THE COUNTER PAYMENTS

6.4 Illustration. Below is an example of how the Net Enhanced Access Fees will be shared:

\$5,000	Gross Enhanced Access Fees Collected
<u>x 39%</u>	County's Cost for Transactional Fees
- \$1950	Transactional Fees Deducted from Gross Enhanced Access Fees
\$3050	Net Enhanced Access Fees Remaining
<u>x50%</u>	50% Shared Back with Public Body
\$1525	Fees Shared Back with Public Body

7.0 PROVISION AND MAINTENANCE OF DATA

7.1 Public Body must use the same credit card processing entities used by County. The names and contact information for these entities shall be provided by County. County shall notify Public Body in advance of any changes to the third-party entities.

7.2 Public Body shall provide County with all necessary bank account and routing numbers to give effect to this Agreement.

8.0 LICENSE USE AND ACCESS

County grants to Public Body a nonexclusive license to use County developed applications needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

**HOWELL TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN
RESOLUTION TO AUTHORIZE OVER THE COUNTER CREDIT CARD SALES
RESOLUTION NO. 11.23.532**

At a regular meeting of the Howell Township Board, held at the Township Hall on the 13th day of November, 2023, at 6:30 p.m.

PRESENT:

ABSENT:

The following resolution was offered by _____ and supported by _____ :

WHEREAS, the Township Board wishes to allow residents to pay taxes and other fees due to the Township using a credit card.

WHEREAS, allowing residents to pay with a credit card over the counter is a safe and convenient way to pay money owed to the Township and is determined to be in the best interests of the Township.

NOW, THEREFORE, BE IT RESOLVED by the Township Board of Howell Township, Livingston County, Michigan, as follows:

1. Approves the Agreement for I.T. services with Oakland County as provided and,
2. The Township Board authorizes and directs the Township Treasurer to execute such documents as are necessary to effectuate the Agreement.
3. All prior resolutions and parts of prior resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

Yeas:

Nays:

RESOLUTION DECLARED _____.

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

I, the undersigned, the duly qualified and acting Clerk for the Howell Township, Livingston County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Howell Township Board at a meeting held on the 13th day of September, 2021, and further certify that the above Resolution was adopted at said meeting.

Sue Daus, Township Clerk
Howell Township



Livingston County Department of Planning

RECEIVED

OCT 23 2023

HOWELL TOWNSHIP

October 19, 2023

Scott Barb
AICP, PEM
Director

Howell Township Board of Trustees
c/o Sue Daus, Clerk
3525 Byron Road
Howell, MI 48855

Robert A. Stanford
AICP
Principal Planner

Re: Planning Commission Review of Conditional Rezoning Z-33-23.

Martha Haglund
Principal Planner

Dear Board Members:

The Livingston County Planning Commission met on Wednesday, October 18, 2023, and reviewed the zoning map amendment referenced above. The County Planning Commissioners made the following recommendation:

Z-33-23 Approval. The proposed conditional rezoning from NSC (Neighborhood Service Commercial) to IFZ (Industrial Flex Zone) is generally consistent with the Howell Township Master Plan and the Livingston County Master Plan.

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

Sincerely,

Scott Barb

Scott Barb

sb

Enclosures

c: Wayne Williams, Chair, Planning Commission
Joe Daus, Township Zoning Administrator

Department Information

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

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

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

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

DRAFT
LIVINGSTON COUNTY PLANNING
COMMISSION MEETING MINUTES

October 18, 2023

6:30 p.m.

Hybrid In-Person and Virtual Zoom Meeting

Zoom Virtual Meeting Room Meeting ID: 399-700-0062 / Password: LCBOC
<https://zoom.us/j/3997000062?pwd=SUdLYVFFcmozWnFxbm0vcHRjWkVIZz09>

PLANNING COMMISSION	
COMMISSIONERS PRESENT:	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>MATT IKLE DENNIS BOWDOIN MARGARET BURKHOLDER</p> </div> <div style="width: 45%;"> <p>JASON SCHROCK PAUL FUNK</p> </div> </div>
COMMISSIONERS ABSENT:	<p>BILL ANDERSON BILL CALL</p>
STAFF PRESENT:	<p>SCOTT BARB ROB STANFORD MARTHA HAGLUND</p>
OTHERS PRESENT:	<p>SARAH PORTER, BRUCE POWELSON, CHARLIE KOENN, BRIAN PROKUDA, TIM ZIMMER, MIKE BROWN</p> <p>ONLINE: TIM BOAL, KELLY RALKO, KIM C.</p>

1. **CALL TO ORDER:** Meeting was called to order by Planning Commissioner Ikle at 6:30 PM.
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **ROLL AND INTRODUCTION OF GUESTS:** None.
4. **APPROVAL OF AGENDA**

Commissioner Action: IT WAS MOVED BY COMMISSIONER FUNK TO APPROVE THE AGENDA, DATED OCTOBER 18, 2023, SECONDED BY COMMISSIONER BOWDOIN.

All in favor, motion passed 5-0.

5. **APPROVAL OF PLANNING COMMISSION MEETING MINUTES**

Commissioner Action: IT WAS MOVED BY COMMISSIONER BOWDOIN TO APPROVE THE MINUTES, DATED SEPTEMBER 20, 2023, SECONDED BY COMMISSIONER SCHROCK.

All in favor, motion passed 5-0.

6. **CALL TO THE PUBLIC:** Commissioner Bowdoin introduced Mike Brown; newly appointed Planning Commissioner on Conway Township Planning Commission.

7. ZONING REVIEWS:

A. Z-30-23 BRIGHTON TOWNSHIP: CONDITIONAL REZONING
RC RESIDENTIAL COUNTRY DISTRICT TO R-PUD RESIDENTIAL PLANNED UNIT
DEVELOPMENT DISTRICT
SECTION 4.

Current Zoning: RC Residential Country District

Proposed Zoning: R-PUD Residential Planned Unit Development District
Sections 4

Township Master Plan:

The Future Land Use plan and map of Brighton Charter Township (2020) designates the site as *Low Density Residential*. The Township Master Plan further describes these areas in the following manner (p.17).

Low Density Residential These areas are designated for single-family residences, located between the rural residential and more urbanized areas of the Township. This designation encompasses the majority of land planned for future residential use, and generally includes areas that do not have access to municipal water and sewers. Because public water and sewer service is not planned to be expanded to these areas in the near future, the lot sizes proposed must be adequate to accommodate onsite well and septic facilities. Many areas have already been developed where fewer environmental constraints are found. However, the land immediately surrounding many of the lakes is designated for residential land uses. These areas will need to be monitored to ensure the environmental integrity is maintained and water quality remains satisfactory. Public sewer services have been extended to some of the low density residential areas that surround School and Lyons Lakes, while the remaining lakes within this designation are currently served by on-site facilities. The primary type of development within this classification is expected to be single-family residences on lots that are roughly one acre in size.

Township Planning Commission Recommendation: Approval. The proposed conditional rezoning was approved at the August 23, 2023, public hearing. There were no major comments indicated in the draft meeting minutes of the August 23, 2023, public hearing on the proposed rezoning.

Staff Recommendation: Approval. Approval. The proposed conditional rezoning from RC - Residential Country District to Residential Planned Unit Development District (R-PUD) is appropriate at the given location. The RPUD zoning designation (based on the underlying RC residential unit density) offers much more regulatory site design flexibility (clustering of residential units, etc.) and better integration and preservation of the unique natural areas found on the subject site (i.e., wetland habitat preservation) as a valuable amenity incorporated within the overall site plan, than a straight zoning to the RC zoning designation would offer.

Commission Discussion: Commissioner Burkholder clarified that the project was for site condominiums.

Public Comment: Tim Zimmer from Livingston Engineering spoke briefly about the project.

Commission Action:

COMMISSION ACTION: IT WAS MOVED BY COMMISSIONER BOWDOIN TO RECOMMEND APPROVAL, SECONDED BY COMMISSIONER BURKHOLDER.

Motion passed: 5-0

**B. Z-31-23 PUTNAM TOWNSHIP: REZONING
AO AGRICULTURAL OPEN SPACE DISTRICT TO C-2 GENERAL BUSINESS DISTRICT
SECTION 23.**

Current Zoning: AO Agricultural Open Space District
Proposed Zoning: C-2 General Business District
Sections 23

Township Master Plan:

The Putnam Township Future Land Use Map designates the subject parcel as General Business and Light Industrial. The Township Master Plan states the following regarding the General Business and Light Industrial future land use classification:

The General Business District lies near the Village of Pinckney and M-36 and are intended to serve a community wide market. Food, general merchandise, retail stores, personal services, and eating and drinking uses typically anchor the GB areas. Centers located adjacent to Pinckney are extensions of downtown Pinckney and compete directly with downtown businesses.

Industrial uses will generally be limited to those areas that may be served by public utilities. These areas should have access to appropriate roadways, sufficient property to accommodate adequate setbacks, and designed in such a way as to negate effects on homes and other uses.

The proposed rezoning designation of C-2 generally corresponds to the Township Future Land Use Map that establishes General Business and Light Industrial for the property. This area lends itself to commercial development along M-36 and nearly adjacent to the Village of Pinckney limits that include a Secondary Business District.

The proposed zoning designation is compatible with the Putnam Township Master Plan and there are no development conflicts with the 2018 Livingston County Master Plan.

Township Planning Commission Recommendation: Approval. The proposed rezoning was approved at the September 13, 2023, public hearing. There were no major comments indicated in the draft meeting minutes of the September 13, 2023, public hearing on the proposed rezoning.

Staff Recommendation: Approval. The proposed rezoning from AO (Agricultural Open Space) to C-2 (General Business) is consistent with the Putnam Township Master Plan and the Livingston County Master Plan.

Commission Discussion: Commissioner Funk asked about the proposed uses allowed on the property.

Public Comment: None.

Commission Action:

COMMISSION ACTION: IT WAS MOVED BY COMMISSIONER SCHROCK TO RECOMMEND APPROVAL, SECONDED BY COMMISSIONER BURKHOLDER.

Motion passed: 5-0

**C. Z-32-23: CONWAY TOWNSHIP, AMENDMENTS TO ZONING ORDINANCE ARTICLES-
ARTICLE 2: DEFINITIONS ARTICLE 6: GENERAL AND SUPPLEMENTAL REGULATIONS
SECTION 6.18 (NEW): CARGO CONTAINERS AND PORTABLE STORAGE CONTAINERS.**

The Conway Township Planning Commission has proposed the above-referenced zoning amendment to define and regulate cargo containers.

Township Recommendation: Approval. The Conway Township Planning Commission recommended Approval of this zoning amendment at its September 11, 2023. There were a few public comments noted in the minutes, both in support and opposition to the proposed amendments.

Staff Recommendation: Approval with Conditions. Approval With Conditions: If it is truly the desire and intent of Conway Township to allow for this land use activity, Staff would recommend an Approval with Conditions regarding these proposed amendments which address the regulation of temporary and permanent cargo containers in all township zoning districts. Conditions of Approval being that the township assess and carefully consider all suggestions and recommendations highlighted in Staff's review, especially those provided by the County Building Department. There are many concerns raised which give pause and rise to the level of important reassessment of the ordinance provisions as proposed, prior to any final approval that is undertaken by the Conway Township Board.

Commission Discussion: Commissioner Burkholder asked how many of the containers are allowed on one property. Commissioner Ikle inquired about screening and the requirements for this item. Principal Planner, Stanford confirmed regulations dealing with amount of cargo containers and screening need to be addressed and staff report Z-32-23 reflects those as missing items. Commissioner Funk asked what prompted this text change. Commissioner Bowdoin said the text change was initially brought forward to the Township Planning Commission by the Township Zoning Administrator. Commissioner Funk asked if this text amendment should be sent to all the Townships in the county. Commissioner Schrock asked if what would happen to the current cargo containers in-use. Principal Planner Stanford responded that the currently used cargo containers would be considered a legal non-conformity, and that any further alteration proposed or done after the approval of this ordinance by the Township Board would constitute a non-conforming use or structure.

Public Comment: Sarah Porter asked if this is the first ordinance in the county. Brian Prokuda inquired about dimensions of the containers and square feet of the containers and in what way they could be used.

Commission Action:

Commissioner Action: IT WAS MOVED BY COMMISSIONER SCHROCK TO RECOMMEND APPROVAL WITH CONDITIONS, SECONDED BY COMMISSIONER BURKHOLDER.

Motion passed: 5-0

D. **Z-33-23 HOWELL TOWNSHIP: CONDITIONAL REZONING:
NSC NEIGHBORHOOD SERVICE COMMERCIAL DISTRICT TO IFZ INDUSTRIAL FLEX
ZONE DISTRICT SECTION 25.**

Current Zoning: NSC Neighborhood Service Commercial District
Proposed Zoning: IFZ Industrial Flex Zone District
Sections 25

Township Master Plan:

The draft Howell Township Future Land Use Map (2022) designates the subject parcel as Local Commercial. The Township Master Plan states the following regarding the Local Commercial future land use classification:

These areas are intended to have smaller scale commercial uses that serve the needs of the immediately surrounding neighborhoods. These areas support small scale retail, personal service establishments, small offices, and low intensity local contractors such as plumbers, electricians, or similar service providers such that the uses would not create a nuisance for neighboring businesses or residence.

The property is located along a highly transitional area of Grand River Avenue where land uses are tightly bound by a mix of residential, neighborhood service commercial, and more intense industrial flex zone to the north and east. The Township's 2023 Master Plan and Future Land Use Map establish Industrial Flex north of the subject parcel and the intent of this classification is to provide flexibility for land uses including industrial and commercial uses that are compatible with the IFZ designation. Based on the Township's Master Plan, the proposed conditional rezoning to Industrial Flex Zone is well aligned with the goals and objectives of the Township's vision for this area.

Township Planning Commission Recommendation: Approval. The proposed conditional rezoning was approved at the September 26, 2023, public hearing. There were no major comments indicated in the draft meeting minutes of the September 26, 2023, public hearing on the proposed conditional rezoning.

Staff Recommendation: Approval. The proposed rezoning from NSC (Neighborhood Service Commercial) to IFZ (Industrial Flex Zone) is generally consistent with the overall policies of the Howell Township Master Plan and the Livingston County Master Plan.

Commission Discussion: None.

Public Comment: None.

Commission Action:

COMMISSION ACTION: IT WAS MOVED BY COMMISSIONER BOWDOIN TO RECOMMEND APPROVAL, SECONDED BY COMMISSIONER BURKHOLDER.

Motion passed: 5-0

8. **OLD BUSINESS:** None.

9. **NEW BUSINESS:**

- A. **PLANNING COMMISSIONER APPOINTMENTS:** Commissioner Burkholder and Commissioner Ikle were re-appointed to new 3-year terms at County Board of Commissioners meeting October 10, 2023.
- B. **PLANNING COMMISSIONER RESOLUTION FOR CONSIDERATION: WIND AND SOLAR PREEMPTION:** Planning Director Barb and Principal Planner Stanford outlined the background on the resolution.
- Commissioner Discussion:** Commissioner Funk expressed his support for the resolution.
 - Public Comment:** residents Sarah Porter and Mike Brown talked about House Bills 5120-5123: regarding the regulation and siting of Renewable Energy Facilities.

Commission Action:

COMMISSION ACTION: IT WAS MOVED BY COMMISSIONER FUNK TO RECOMMEND APPROVAL OF THE SOLAR AND WIND RESOLUTION AS PRESENTED, SECONDED BY COMMISSIONER SCHROCK (SEE ATTACHMENT FOR RESOLUTION TEXT).

Motion passed: 5-0

10. **REPORTS:** Principal Planner Haglund outlined the County Planning Department's quarterly newsletter, At-A-Glance, that summarizes local Planning Commission meetings. Commissioner Funk and Planning Director Barb discussed doing community visits.

11. **CALL TO THE PUBLIC:** None.

12. **ADJOURNMENT:**

Commissioner Action: IT WAS MOVED BY COMMISSIONER BOWDOIN TO ADJOURN THE MEETING AT 7:40 P.M., SECONDED BY COMMISSIONER SHROCK.

Motion passed: 5-0

**LIVINGSTON COUNTY PLANNING COMMISSION
RESOLUTION
OPPOSING ANY LEGISLATION PREEMPTING LOCAL CONTROL FOR SOLAR AND WIND DEVELOPMENTS**

Whereas Executive Directive 2020-10 aims to achieve 100 percent carbon neutrality in Michigan by 2050; and

Whereas industry leaders have pledged to reduce carbon emissions to help achieve this goal; and

Whereas efforts to expand renewable energy projects will continue to increase in this state; and

Whereas the governor has proposed the Michigan Public Service Commission be the sole regulating authority for solar and wind projects to expedite these efforts; and

Whereas by granting the Michigan Public Service Commission this authority, local control will be preempted; and

Whereas should local control be preempted, a county, township, city, or village would be unable to determine the location, size, setback distance, decibel level or any other criteria for a solar or wind facility; and

Whereas should local control be preempted, a county, township, city, or village would be unable to determine requirements for construction, operation, use, or maintenance of a solar or wind facility; and

Whereas if a county already has a solar or wind policy, practice, regulation, rule, or ordinance on record it would be null and void; and

Whereas all other types of energy facilities, while regulated by the Michigan Public Service Commission, must adhere to local zoning; and

Whereas this proposal grants far more regulating authority to the Michigan Public Service Commission than for any other energy source; and

Whereas the Michigan Association of Counties opposes any legislative action that may grant the Michigan Public Service Commission this power.

THEREFORE, BE IT RESOLVED that the Livingston County Planning Commission opposes the preemption of local control in solar and wind siting and zoning.

Motion to Adopt Resolution by Commissioner Funk. Supported by Commissioner Schubert.

**Roll call vote:
Yeas:
Nays:
Abstentions:
Absent:**

RESOLUTION DECLARED ADOPTED

Adopted October 18, 2023



Matt Ikle
Planning Commission Vice-Chair



Livingston County Department of Planning

LIVINGSTON COUNTY PLANNING COMMISSION MEETING

Wednesday, October 18, 2023 – 6:30 p.m.

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

Please note that this is a hybrid meeting with County Planning Commissioners and staff meeting in-person. Audience participants are welcome to attend in-person or via Zoom by using the meeting link at the bottom of the agenda.

Scott Barb
AICP, PEM
Director

Robert A. Stanford
AICP
Principal Planner

Martha Haglund
Principal Planner

Agenda

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Roll and Introduction of Guests
4. Approval of Agenda – October 18, 2023
5. Approval of Meeting Minutes – September 20, 2023
6. Call to the Public
7. Zoning Reviews
 - A. Z-30-23: Brighton Charter Township Conditional Rezoning, Section 4 – RC to R-PUD
 - B. Z-31-23: Putnam Township Rezoning, Section 23 – AO to C-2
 - C. Z-32-23: Conway Township Text Amendment – Cargo Containers and Portable Storage
 - D. Z-33-23: Howell Township Conditional Rezoning, Section 25 – NSC to IFZ
8. Old Business:
9. New Business:
 - A. Planning Commissioner reappointments
 - B. Planning Commission Resolution for Consideration – Wind and Solar Preemption
10. Reports
11. Call to the Public
12. Adjournment

Department Information

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

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

Web Site
<https://milivcounty.gov/planning/>

Via Zoom (on-line meetings):

<https://zoom.us/j/3997000062?pwd=SUdLYVFFcmozWnFxbm0vcHRjWkVlZz09>


Via the Zoom app

Join a meeting, with meeting number: **399 700 0062**

Enter the password: **LCBOC** (ensure there are no spaces before or after the password)

Meeting ID: **399 700 0062**

Password: **886752**

	LIVINGSTON COUNTY PLANNING DEPARTMENT		CASE NUMBER:
	CONDITIONAL REZONING REQUEST -	STAFF REPORT	Z-33-23

COUNTY CASE NUMBER:	Z-33-23	TOWNSHIP:	Howell Township
REPORT DATE:	October 11, 2023	SECTION NUMBER:	Section 25
STAFF ANALYSIS BY:	Scott Barb	TOTAL ACREAGE:	2.37 acres

APPLICANT / OWNER:	Tom Kohlman
LOCATION:	North side of M-59 adjacent to Fairlawn Road
LAND USE:	Currently being used for outdoor storage of vehicles and equipment

CURRENT ZONING:	REQUESTED ZONING:
NSC – Neighborhood Service Commercial	IFZ - Industrial Flex Zone
PERMITTED/SPECIAL USES (Not all inclusive):	PERMITTED/SPECIAL USES (Not all inclusive):
<p>Permitted:</p> <p>NSC: Retail such as groceries, meats, bakery, drugs, sundries, hardware; restaurants, service establishments including dental, veterinary, financial, laundry, dry cleaning, personal equipment repair shops; vehicle service and repair without body shops.</p>	<p>Permitted:</p> <p>IFZ: General office buildings; Educational and training facilities; Warehouses; Retail sales; Car dealerships; Product development; Testing laboratories; Service establishments; Tool & die shops; Machine shops; Light assembly; Other similar uses.</p>
<p>Special:</p> <p>NSC: Automotive gasoline and service stations; drive-in retail and service establishments; neighborhood shopping centers; not for profit shelters for temporary housing of pets; commercial kennels.</p>	<p>Special:</p> <p>IFZ: Indoor/outdoor recreation facilities; Water parks; Commercial kennels; Veterinary clinics; Open air businesses; Storage of RV's; Metal products; Professional and scientific instruments and goods; Electrical machinery and components; Supplies for such uses.</p>
<p>Minimum Lot Areas: NSC: 1 acre or 10,000 sq. ft. with water and sewer; IFZ: 2 acres or 40,000 sq. ft with water and sewer.</p>	

TOWNSHIP PLANNING COMMISSION RECOMMENDATION AND PUBLIC COMMENTS:	ESSENTIAL FACILITIES AND ACCESS:
<p>The proposed conditional rezoning was approved at the September 26, 2023, public hearing. There were no major comments indicated in the draft meeting minutes of the September 26, 2023, public hearing on the proposed conditional rezoning.</p>	Water: Well
	Sewer: Septic
	Access: Property may be accessed via M-59 and Fairlawn Road.

EXISTING LAND USE, ZONING AND MASTER PLAN DESIGNATION:				
		Land Use:	Zoning:	Master Plan:
Subject Site:		Outdoor Storage	NSC Neighborhood Service Commercial	Local Commercial
	To the North:	Mobile Home Community	NSC Neighborhood Service Commercial	Industrial Flex
	To the East:	Single Family Homes	RM Residential Multiple Family PUD	High Density Residential
	To the South:	Single Family Homes	R1 Single Family Residential	Neighborhood
	To the West:	Ferrel Gas Supplier	NSC Neighborhood Service Commercial	Local Commercial

ENVIRONMENTAL CONDITIONS:	
Soils / Topography:	The primary soil on site is Boyer-Oshtemo loamy sand with 6 to 12 percent slopes. This soil has slight septic limitations with fair building stability.
Wetlands:	The MIDEQ map tool illustrates no indication of wetlands on the parcel.
Vegetation:	The parcel is undeveloped and in its natural state.
County Priority Natural Areas:	The are no indications of priority natural areas on the subject parcel.

TOWNSHIP MASTER PLAN DESIGNATION:

The draft Howell Township Future Land Use Map (2022) designates the subject parcel as **Local Commercial**. The Township Master Plan states the following regarding the Local Commercial future land use classification:

'These areas are intended to have smaller scale commercial uses that serve the needs of the immediately surrounding neighborhoods. These areas support small scale retail, personal service establishments, small offices, and low intensity local contractors such as plumbers, electricians, or similar service providers such that the uses would not create a nuisance for neighboring businesses or residence.'

The property is located along a highly transitional area of Grand River Avenue where land uses are tightly bound by a mix of residential, neighborhood service commercial, and more intense industrial flex zone to the north and east. The Township's 2023 Master Plan and Future Land Use Map establish Industrial Flex north of the subject parcel and the intent of this classification is to provide flexibility for land uses including industrial and commercial uses that are compatible with the IFZ designation. Based on the Township's Master Plan, the proposed conditional rezoning to Industrial Flex Zone is well aligned with the goals and objectives of the Township's vision for this area.

COUNTY COMPREHENSIVE PLAN:

The 2018 Livingston County Master Plan does not direct future land use patterns, or development within Livingston County. Alternatively, it offers a county-wide land use perspective when reviewing potential rezoning amendments. The Land Use & Growth Management chapter of the plan includes decision-making recommendations regarding potential land use conflicts and promoting good land governance.

COUNTY PLANNING STAFF COMMENTS:

The applicant is proposing to conditionally rezone approximately 2.37 acres in Section 25 of the Township from Neighborhood Service Commercial to Industrial Flex Zone. The property is located at the corner of M-59 and Fairlawn Road and is located in an area that has industrial and commercial areas to the west with residential neighborhoods to the east and southeast in Oceola Township and to the south in the City of Howell.

Sections 23.02 and 23.03 of the Howell Township Zoning Ordinance establishes the criteria and factors that are to be considered by the Planning Commission and Township Board when consideration is given to a potential conditional rezoning of land and include the following criteria:

1. **Whether the rezoning is consistent with the policies and uses proposed for that area in the Township's Master Land Use Plan.** The Howell Township Future Land Use Map designates the parcel as Commercial-Local and is consistent with the existing zoning of the property. Properties immediately to the north, however, are master planned as IFZ and property to the west of the site is also being utilized as a light industrial use.
2. **Whether all the uses allowed under the proposed rezoning would be compatible with other zones and uses in the surrounding area.** The IFZ zoning is intended to provide flexibility for land uses including commercial and industrial. Retail sales and outdoor display of goods and products would be a compatible use of the property if conditionally rezoned to IFZ and would be compatible with surrounding land uses.
3. **Whether any public services and facilities would be significantly adversely impacted by a development or use allowed under the requested rezoning.** We do not foresee any adverse impacts because of the conditional rezoning. The site has frontage on M-59 which is adequate to provide any increases in traffic as a result of the rezoning.
4. **Whether the uses allowed under the proposed rezoning would be equally or better suited to the area than uses allowed under the current zoning of the land.** Whether the parcel is zoned local commercial or industrial flex it would provide a service to the local community. The proposed use of the property would better serve a greater area and the township.

The subject parcel will be utilized as display and sales of outdoor furniture and sheds. This is also the condition that has been voluntarily submitted by the applicant. If approved, the conditional rezoning to IFZ would allow the parcel to be developed for this purpose. Properties to the immediate north of the subject site are already master planned as IFZ and existing uses to the immediate west of the site are being utilized as light industrial. It is our opinion that the proposed conditional use of the property would be less intense than either of the adjacent properties and may serve to provide a transitional barrier to the residential property to the east in Oceola Township.

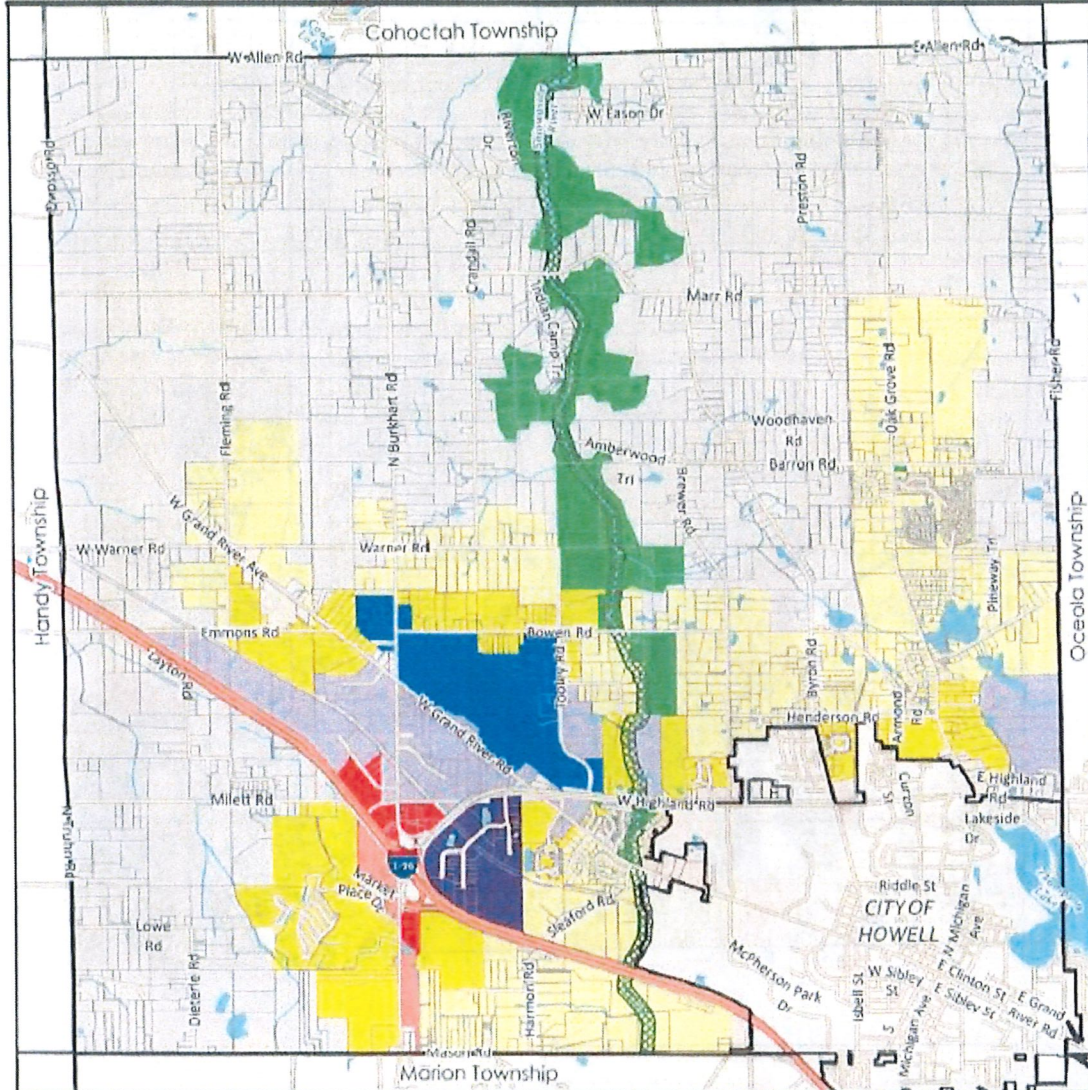
COUNTY PLANNING STAFF RECOMMENDATION:

APPROVAL. The proposed rezoning from NSC (Neighborhood Service Commercial) to IFZ (Industrial Flex Zone) is generally consistent with the overall policies of the Howell Township Master Plan and the Livingston County Master Plan.

EXISTING LAND USE MAP WITH SURROUNDING ZONING



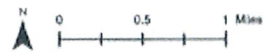
FUTURE LAND USE MAP



- | | |
|---------------------------|-----------------------------------|
| Agricultural Preservation | Residential - Medium Density |
| Airport | Industrial Flex |
| Commercial - Local | Industrial |
| Commercial - General | Recreation and Preservation |
| Commercial - Highway | Shiawassee River 200 foot Overlay |
| Residential - Low Density | |

Future Land Use

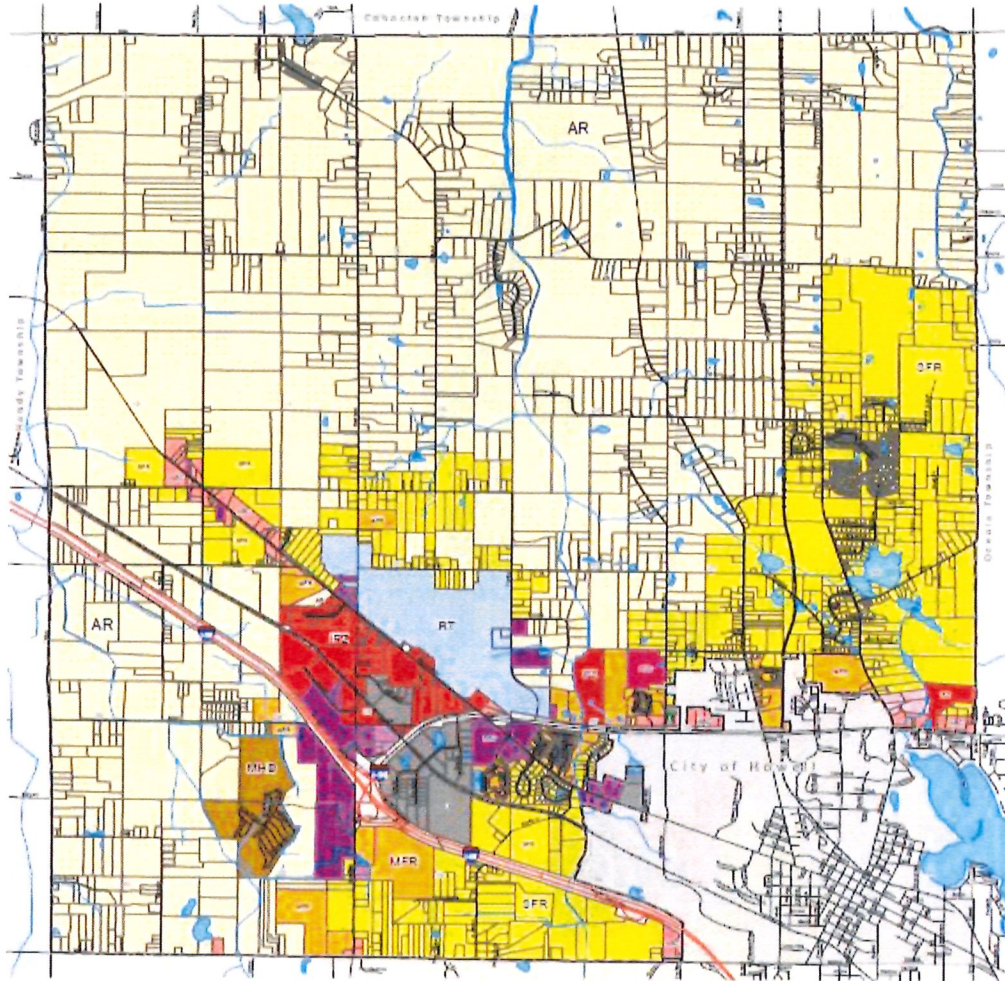
Howell Township
Livingston County, Michigan



Data: Livingston County, State of Michigan
Prepared by: Carle/Wortman Associates, Inc.
Date: December 7, 2022



TOWNSHIP ZONING MAP



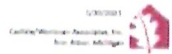
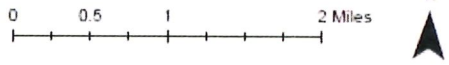
Zoning Designation

Conditional Rezoning	NSC - Neighborhood Service Commercial
PUD - Planned Unit Development	HSC - Highway Service Commercial
AR - Agricultural Residential	RSC - Regional Service Commercial
SFR - Single Family Residential	IZ - Industrial Flex Zone
MFR - Multiple Family Residential	I - Industrial
MHD - Manufactured Housing District	RT - Research & Technology
OS - Office Service	

CERTIFICATION
 This is a certified copy of the above zoning map as shown on the zoning ordinance of Howell Township, Livingston County, Michigan.
 Ordinance Number: *2023-03* Date: *10/11/23*
 Planning Clerk: *[Signature]* Date: *10/11/23*

ZONING DISTRICTS MAP

Howell Township
Livingston County



AERIAL VIEW OF SUBJECT PROPERTY



HOWELL TOWNSHIP PLANNING COMMISSION
APPROVED MINUTES SEPTEMBER 26, 2023, 6:30 P.M.
3525 BYRON RD. HOWELL TOWNSHIP HALL, HOWELL MI 48855 (517-546-2817)

MEMBERS PRESENT:

Wayne Williams	Chairman
Robert Spaulding	Vice-Chair
Matthew Counts	Board Rep
Paul Pominville	Commissioner
Denise Markham	Commissioner
Mike Newstead	Commissioner
Robert Spaulding	Commissioner

MEMBERS ABSENT:

Denise Markham	Commissioner
----------------	--------------

Also in attendance: Zoning Administrator Joe Daus, Township Planner Paul Montagno & Ann Wysocki

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

APPROVAL OF AGENDA: MOTION by Counts, second by Newstead, "To approve the September 26, 2023 Planning Commission Agenda" Motion carried.

APPROVAL OF MINUTES: MOTION by Counts, seconded by Newstead, "To approve the August 22, 2023 Planning Commission Minutes." Motion carried.

TOWNSHIP BOARD REPORT: Synopsis of the Board meeting included. Wayne ask about the property sale, Paul ask about Oakland Tactical.

ZONING BOARD OF APPEALS REPORT: Minutes attached no questions.

ZONING ADMINISTRATOR REPORT: Monthly Permit list is attached.

NEW BUSINESS:

A. Public Hearing: Tom Kohlman, Requesting a conditional rezoning from "NSC" Neighborhood Service Commercial to "IFZ" Industrial Flex Zone. Parcel ID #4706-25-200-011, File # PC2023-09. 675 E. Highland Road

The chairman opened the public hearing at 6:36, Township Planner Paul Montagno went over his report. Tom Kohlman explained the conditions he was asking for with the rezoning. The Chairman ask for comments from the public, there were none. The public hearing was closed at 6:45. Planning commission members had questions for the planner and the applicant. Discussion followed.

Motion by Counts, second by Newstead "To recommend to the Township Board approval of the conditional rezoning that the site will only be used for the outdoor sales lot for the sale of pre-built shed, and that the rezoning will only take effect once the sale of the property is final. Based on the finding of facts listed in the planners report dated 9.21.2023, File# PC2023-09, Parcel #4706-25-200-011." Motion carried, 5 yes, 0 no.

B. Schmucks Brewing Company, File# PC2023-07, 4944 Mason Rd. Howell, Parcel ID# 4706-32-300-003. Preliminary Site Plan.

Township Planner Ann Wysocki reviewed her report on the proposed site plan. The applicante addressed the planners concerns. The members had questions for the applicante, discussion followed.

Motion by Newstead, second by Spaulding "To approve preliminary site plan for File# PC2023-07, 4944 Mason Rd. Howell, Parcel ID# 4706-32-300-003 subject to meeting all of the conditions in the planners report and in the engineers' report, and other government agencies. Motion carried, 5 yes, 0 no.

C. Soapy Bucket Carwash, File# PC2023-08, Parcel ID# 4706-25-200-048. Preliminary Site Plan.

Township Planner Ann Wysocki reviewed her report on the proposed site plan. The applicant's engineer Patrick Cleary addressed the planers, engineers & the fire departments concerns. The members had questions for the applicante, discussion followed

Motion by Counts, second by Newstead "To approve the preliminary site plan for File# PC2023-08, Parcel ID# 4706-25-200-048 conditional the findings in the planers report dated 9.21.2023 and the engineers report dated 9.22.2023, Fire Department report dated 9.21.2023, Road Commission report dated 9.11.2023, also subject the rezoning, the combination of the parcels and the inclusion of an RV wash bypass lane". Motion carried, 5 yes, 0 no.


OTHER BUSINESS: Representative to the ZBA.

MOTION by Spaulding, second by Counts "To recommend WAYNE WILLIAMS to the Township Board to fill the position of the Planning commission representative to the Zoning Board of Appeals. Motion carried, 5 yes, 0 no.

CALL TO THE PUBLIC: None.

ADJOURNMENT: Meeting adjourned at 8:36 P.M.

Approved: _____XXXXXXXX_____

Wayne Williams, Chair 

As Presented: _____XXXXXXXX_____

As Amended: _____

As Corrected: _____

Dated: _____

Township Roads
October 16, 2023

Managing Director of the Livingston County Road Commission, Steve Wasylk, informed the Township that the Commission's efforts have succeeded in securing funding for the replacement of the Marr Road Bridge. The funding is for fiscal year 2026, which is when Steve anticipates that the bridge work will be completed.

Respectfully submitted,

Jonathan Hohenstein

HOWELL TOWNSHIP

3525 Byron Road, Howell, Michigan 48855 - (517) 546-2817 - Fax (517) 546-1483

October 16, 2023

Sharpe's Outdoor Services
Attention: Dustin Sharpe
P.O. Box 338
Lakeland, MI 48143

RE Lawn Maintenance Contract

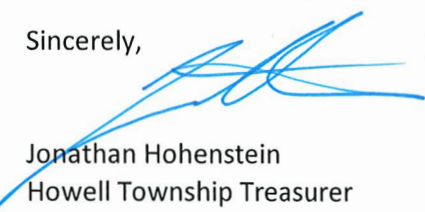
Dustin,
Howell Township Trustee Bob Wilson has requested that Howell Township look into the maintenance of our cemeteries. During this process your contract and invoices were reviewed. On the invoice dated August 2, 2023 for the period April through June you charged the Township to weed our flower beds five times and to trim our shrubs once. On the invoice dated August 4, 2023 for services rendered in July you charged the Township for weeding two times. None of these activities have been performed. This is fraudulent and a material breach of the contract. Your crew has weeded our flower beds once this season to date, and only after Township Assessor Brent Kilpela brought the matter to your attention in early August.

On your invoice dated August 2, 2023 you charged the Township eleven times for the weekly lawn maintenance at the wastewater treatment plant April through June. However, in May your crew failed to mow the wastewater plant lawn for three weeks. Attached is the photo the wastewater crew submitted to the Township. After talking with the crew and seeing the photograph I contacted you to address the issue. Charging the Township for services not rendered is fraudulent and a material breach of the contract.

The contract requires to have the Township's portion of the M-59 walking path cleared twice per year. The path was cleared once just a few weeks ago. This is a material breach of the contract. While there is still time in the season to perform this task, it is illogical to clear the path again this late in the season. The request to clear the path twice per mowing season is to spread out the clearings to keep the growth down and to keep plants from encroaching on the path. The contract also requires the Township owned property on the corner of Barron Rd. and Oak Grove Rd. to be cleared. This has not been done to date. This is a material breach of the contract.

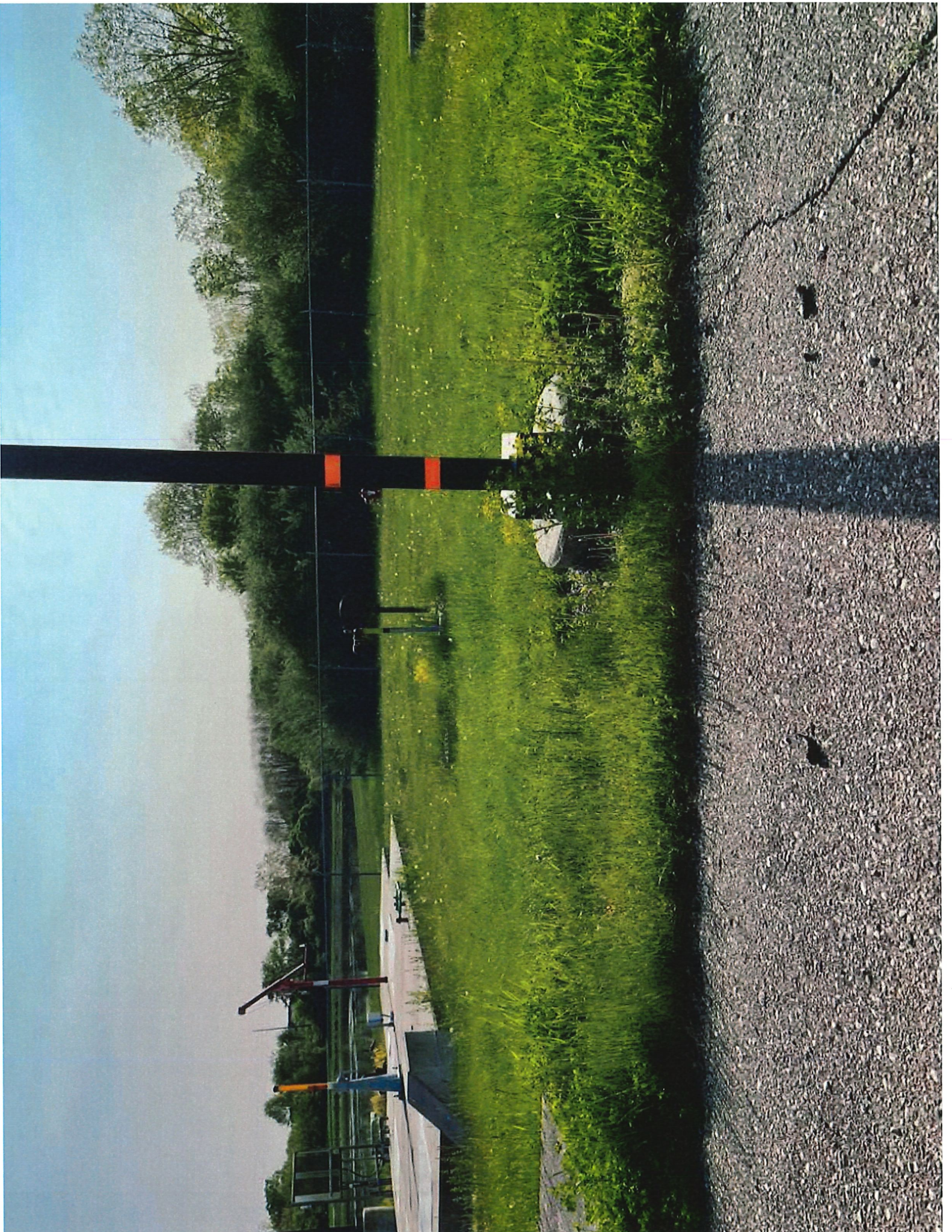
The Township has not received an invoice since September. The amounts billed for activities not performed will be removed from the next invoice received.

Sincerely,



Jonathan Hohenstein
Howell Township Treasurer

Cc w/enc: Howell Township Board





Monthly Permit List

11/01/2023

1/3

ADD REU

Permit #	Applicant	Address	Fee Total	Const. Value
PREU23-008	CHESTNUT DEVELOPMENT LLC	2800 W HIGHLAND	\$33000.00	\$0.00
Work Description: 11 ADDITIONAL WATER REU,S				
PREU23-007	CHESTNUT DEVELOPMENT LLC	2800 W HIGHLAND	\$77698.71	\$0.00
Work Description: 9 ADDITIONAL REU'S				

Total Permits For Type:	2
Total Fees For Type:	\$110698.71
Total Const. Value For Type:	\$0.00

Commercial Land Use

Permit #	Applicant	Address	Fee Total	Const. Value
P23-180	AMERILODGE GROUP	1397 N BURKHART	\$50.00	\$0.00
Work Description: INTERIOR REMODELING				
P23-177	LA7	1475 N BURKHART B-150	\$50.00	\$0.00
Work Description: RE-OCCUPANCY OF AN EXISTING SPACE				
P23-175	RAND CONSTRUCTION	2212 GRAND COMMERCE DR	\$250.00	\$0.00
Work Description: 67,472 SQ FT WAREHOUSE FACILITY				
P23-173	TANGER PROPERTIES LLC	1475 N BURKHART C-170	\$110.00	\$0.00
Work Description: RE-OCCUPANCY OF EXISTING SPACE				
P23-169	CHESTNUT DEVELOPMENT LLC	2800 W HIGHLAND	\$250.00	\$0.00
Work Description: SITE GRADING AND UTILITY INSTALLATION.				
P23-167	TANGER PROPERTIES LLC	1475 N. BURKHART	\$250.00	\$0.00
Work Description: INSTALLATION OF 8 L2 ELECTRIC VEHICLE CHARGING STATIONS AND 4 L3 STATIONS IN LANDSCAPE ISLANDS.				

Total Permits For Type:	6
Total Fees For Type:	\$960.00
Total Const. Value For Type:	\$0.00

MHOG

Permit #	Applicant	Address	Fee Total	Const. Value
PMHOG23-044	BIEHN JOHN AND AMY	3079 IVY WOOD CIRCLE	\$0.00	\$0.00
Work Description:				
PMHOG23-043	BOROWSKI ROBERT	3037 IVY WOOD CIRCLE	\$0.00	\$0.00
Work Description:				
PMHOG23-042	AEG DEVELOPMENT LLC LIABILITY COMPANY	3067 IVY WOOD CIRCLE	\$0.00	\$0.00
Work Description:				

Total Permits For Type: 3
Total Fees For Type: \$0.00
Total Const. Value For Type: \$0.00

Residential Land Use

Permit #	Applicant	Address	Fee Total	Const. Value
P23-179	SWIFT ROOFING, LLC	3450 DONA MARIE	\$10.00	\$0.00
	Work Description: ROOF REPLACEMENT			
P23-178	THOMPSON CLARKE A AND DANIELLE J	3200 WARNER	\$75.00	\$0.00
	Work Description: 32 X 40 X 14 POLE BARN			
P23-176	COHEN CONSTRUCTION & ROOFING	4476 WYNNWOOD	\$10.00	\$0.00
	Work Description: TEAR OFF AND RE-ROOF			
P23-174	TITTLE BROTHERS	5916 CRANDALL	\$10.00	\$0.00
	Work Description: TEAR OFF AND RE-ROOF			
P23-172	HALEY MECHANICAL	4500 W MARR	\$50.00	\$0.00
	Work Description: INSTALLING A GENERATOR			
P23-170	PEDERSEN JOSHUA	37 FORDNEY PLACE	\$75.00	\$0.00
	Work Description: 26 X 30 X14 DETACHED GARAGE.			
P23-168	ROOF ONE LLC	969 INDIAN CREEK	\$10.00	\$0.00
	Work Description: TEAR OFF AND RE ROOF HOUSE ONLY.			
P23-165	ZAROSLEY THOMAS J	438 E BARRON	\$75.00	\$0.00
	Work Description: REMOVE REAR DECK AND ADD A 16 X 43 FT ADDITION TO HOUSE. A 24 FT X 34 FT ADDITION TO POLE BARN.			

Total Permits For Type: 8
Total Fees For Type: \$315.00
Total Const. Value For Type: \$0.00

Sewer Connection

Permit #	Applicant	Address	Fee Total	Const. Value
PWS23-068	CHESTNUT DEVELOPMENT LLC	2800 W HIGHLAND	\$45000.00	\$0.00
	Work Description:			

Total Permits For Type: 1
Total Fees For Type: \$45000.00
Total Const. Value For Type: \$0.00

Sign

Permit #	Applicant	Address	Fee Total	Const. Value
P23-171	IMAGE 360	1475 N BURKHART G-150	\$225.00	\$0.00
	Work Description: 182.5" X 29", 36.75 SQUARE FOOT WALL MOUNT SIGN.			

Total Permits For Type:	1
Total Fees For Type:	\$225.00
Total Const. Value For Type:	\$0.00

Water Connection

Permit #	Applicant	Address	Fee Total	Const. Value
PWS23-069	CHESTNUT DEVELOPMENT LLC	2800 W HIGHLAND	\$55000.00	\$0.00

Work Description:

Total Permits For Type:	1
Total Fees For Type:	\$55000.00
Total Const. Value For Type:	\$0.00

Grand Total Fees:	\$212,198.71
Grand Total Permits:	\$22.00
Grand Total Const. Value:	\$0.00

Code Enforcement List

11/07/2023

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
3110 WARNER Complant Loud squealing sound coming from an old wind mill.	ADAS DARLENE F	4706-16-400-018	10/30/2023	PUBLIC - PHONE	OPEN - FIRST LETTER SENT
Comments 11.2.2023 Spoke with Mrs. Adas. she stated that someone is scheduled to be out on 11.8.2023.					
3353 BOWEN Complant Camper in front of house.	FRANTJESKOS CHARL	4706-21-400-005	10/25/2023	PUBLIC - COMPL	OPEN - COMPLANT RECEIVE
Comments					

Code Enforcement List

11/07/2023

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
BREWER Complant 2 large tractor tires, pile of bike tires, pile of junk blocks.	GENTILCORE BRIAN R	4706-22-200-041	10/25/2023	PUBLIC - COMPL	OPEN - VERBAL WARNING
Comments 11.1.2023 spoke with Mr. Gentilcore					
5407 OAK GROVE ROAD	RAMIREZ JUSTICE	4706-02-401-008	10/11/2023		OPEN - FIRST LETTER SENT
Complant Since March they have had piles of trash outside of their home, broke windows and garage doors, couch and loveseat sitting at the end of the driveway. The trash is getting worse and worse as time goes on and its starting to look ridiculous. I have attached photos we have taken driving by the house to see how bad the yard is. We have also been in contact with Cohoctah township since last year and they said they have recevied multiple complaints about this home but just told us its in Howell Township zone.					
Comments 10.26. 2023 Junk and trash in front of the garage, an old couch or chair in the front yard.					

Code Enforcement List

11/07/2023

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
5811 CRANDALL	LESINSKI THORNE	4706-05-201-041	08/31/2023	PUBLIC - PHONE	OPEN - FIRST LETTER SENT
Complant A LARGE AMOUNT OF GARBAGE BAGS STORED ON THE REAR DECK, AN OLD COUCH ON THE FRONT PORCH.9.14.2023 RECEIVED A COMPLAINT OF BURNING GARABGE IN THE FRONT YARD.					
Comments 8.31.2023 DID A SITE INSPECTION AND TALK WITH MR. LESINSKI ABOUT THE GARBAGE AND THE COUCH.HE SAID THAT HE WAS GOING TO GET IT CLEANED UP AND THAT HE IS TRYING TO GET THE HOUSE CLEANED OUT. 9.6.2023 REVISITED THE SITE AT THERE ARE NOW SEVERAL VEHICLES ON SITE 2 CARS THAT ARE UNLICENSED AND NOT RUNNING. 9.20.2023 MR. LESINSKI CALLED TO UPDATE ME ON HIS PROGRESS. IT IS TAKING HIM LONGER THAN HE WOULD LIKE TO GET THING CLEANED UP, THE TRASH COMPANY WILL ONLY PICK UP ONE LARGE ITEM A WEEK. HE IS STILL WORKING ON IT. 10.30.2023 Old couch on the front porch.					
5057 WARNER	HARTER EDWARD H	4706-19-200-005	03/14/2022	PUBLIC/ EMAIL	OPEN - SECOND LETTER SEN
Complant LARGE AMOUNT OF JUNK AND LITTER IN THE YARD.					
Comments 4.17.2023 THERE IS MORE JUNK NOW THEN THERE WAS LAST MARCH OF 2022 OR JANUARY OF 2023. 5.25.2023 I SPOKE WITH MR. HARTER HE IS STARTING TO CLEAN THE SITE UP, HE SAID THAT IT WILL TAKE SOME TIME TO GET IT ALL CLEANED UP. I WILL BEE CHECKING ON HIS PROGRESS EVERY FEW WEEKS TO MAKE SURE HE IS MAKING PROGRESS. 6.29.2023 SOME PROGRESS HAS BEEN MADE. WILL CHECK BACK IN A COUPLE OF WEEKS.					

Code Enforcement List

11/07/2023

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
931 GOD'S PEACE DR	TERVO STEVEN	4706-23-300-058	08/04/2022	PUBLIC/ PHONE	OPEN - CITATION ISSUED
Complant JUNK, TRAILERS AND VEHICLES THAT CAN BE SEEN FROM HER PROPERTY.					
Comments 2.2.2023 NOTICE OF VIOLATION SENT. 2.13.2023 SENT E-MAIL TO SHERIFF'S OFFICE RE: SERVING CIVIL INFRACTION CITATION. 2.15.2023 DEPUTY SERVED THE CITATION WENT TO FILE IT WITH THE COURT. THE COURT REJECTED THE CITATION. 5.15.2023 VISTED THE SITE THINGS ARE BEING MOVED TO THE BACK OF THE SITE, IT IS DIFFICULT TO WHAT IS CURRENTLY ON THE SITE, THERE IS STILL 7 OR 8 SEMI TRAILERS SEVREAL VEHICLES. 5.17.2023 CITATION ISSUED. 6.26.2023 COURT DATE IS SCHEDULED FOR JULY 17, 2023. 7.17.2023 STIPULATED TO A CONSENT JUDGMENT. 7.18.2023 CLEAN UP HAS STARTED.					
370 N TRUHN RD	MUNSELL MATTHEW	4706-31-300-003	08/02/2022	PUBLIC/ PHONE	OPEN - SECOND LETTER SEN
Complant CALLER COMPLANED OF JUNK AND UN LICENSED VEHICLES					
Comments DID A SITE VISIT ON 8.3.2022 PICTURES ATTACHED. 4.17.2023 THERE ARE STILL SEVERAL VEHICLES AND JUNK IN THE YARD. 4.24.2023 MATT CALLED SAID WE WILL TALK WITH THE RENTER AND GET BACK WITH ME NEXT WEEK. 5.22.2023 DID A SITE VISIT, SOME CLEAN UP HAS BEEN COMPLETED THERE ARE STILL SEVERAL TRUCK ON THE SITE THAT DO NO APPEAR TO BE IN RUNNING CONDITION.					

Records: 8

Population: All Records

Monthly Activity Report for October 2023 – Assessing Dept/Brent Kilpela

MTT UPDATE:

No appeals at this time.

SMALL CLAIMS TRIBUNAL:

No appeals at this time.

ASSESSING OFFICE:

ASSESSOR: I successfully completed my continuing education requirements for 2024. This allows me to keep my certification current and sign the 2024 Assessment Roll. I attended my first Livingston County Assessors Association meeting this year. There are many new faces in the Assessing Departments around the County. The Livingston County Equalization Director Sue Bostwick announced that she is retiring in 2025. The plan is to have the current Deputy Director Brendan Sheitz fill Sue's role upon retirement. There was also discussion on the 2025 AMAR. The acronym AMAR stands for Audit of Minimum Assessing Requirements. This is the State Tax Commission audit of every local unit in a 5 year period. Our last audit occurred in 2020. Depending on where Livingston County falls on the list of 17 Counties, will dictate which Assessment year be audited. If Livingston County is at the top of the list, the 2024 Assessment Year will be scrutinized. If we fall toward the end of the list, the 2025 Assessment Roll will be audited. In October we also received new legislative changes to the Disabled Veteran Exemption. Starting in 2025 the Exemption will no longer have to be applied for on annual basis. It will stay in place until a Veteran moves or passes away and there is no spouse involved. It will behave much like the common Principal Residence Exemption. Another change is a surviving spouse can also move and keep the Exemption. Finally, Assessors will be tasked with setting up an auditing program to oversee the Disabled Veteran Exemption. In my opinion these changes will help with some of the issues that arose when the Exemption was first administered.

OTHER: Trained with BS&A Cloud modules.

Howell Township
Wastewater Treatment Plant Meeting
Meeting: October 18, 2023 10 am

Attending: James Aulette, Jonathan Hohenstein

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

Influent Meter: UIS got the influent meter installed and calibrated.

Sludge: Bio Tech hauled all of the sludge (617,000 gallons) from the storage tanks for land application in mid-September.

Easement: We have talked to several individuals regarding the Township's easement from the plant to Sleaford Road. In the spring Greg intends to clear the easement and maintain it going forward.

Collection System: James and his crew cleaned out the known trouble spots in our collection system. We plan on working with James to look into starting a FOG (Fats, Oils, Grease) program for the restaurants in the Township that let grease into the system and require frequent cleaning.

Generator: The block heater at a pump station is no longer operational. Attached is a quote from Cummins to replace it. **Recommend approval of quote from Cummins to replace the block heater as presented.**

Respectfully submitted,

Jonathan Hohenstein

Howell Township Monthly Wastewater Operations Report



Gate On East Side of Property – Discharge Effluent Pipe Easement

October 2023

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 September.

During the last month of operations, we treated **8.54MG** of wastewater with no permit violations.

All preventative maintenance was completed at the plant. We also jetted and cleaned the manholes and sewer lines on plant grounds.

Bio Tech finished hauling sludge on September 15th. The year-end total was 617,000 gallons of sludge land applied. I have included the site information along with the biosolids analysis.

Process Summary

EQ Tank

- Operating North Tank
- 5 broken gate valves

Influent Sampler

- UIS Installed New Meter

Headworks

- Fine Screen Plugged Off
- Operators Were Able to Remove Debris

FeCl₂ Chemical Room

- Nothing to Report

Aeration Basin

- Nothing to Report

Junction Chamber

- Nothing to Report

RAS Building & Clarifier

- Nothing to Report

Sand Filters

- Sand Filter Recycle Water Discharge Line Plugged off Due to Blockage in Discharge Sewer Line.
- Cleaned and Jetted Line

Post Aeration

- Nothing to Report

UV System

- Nothing to Report

Recycle Pump Station

- Cleaned Recycle Station Sewer Line

Howell Township Pump Stations

Summary

Pump Stations were checked weekly.

We received the rebuilt pump from Kennedy last month for PS 73. We removed a pump that hasn't been that efficient and installed the rebuilt pump in its place. This has cut the run hours in half. We will now send the pump we pulled to Kennedy for evaluation.

We jetted and cleaned problem area manholes and sewer lines. We check these areas quarterly and clean as necessary. I have included aerial views along with some before pictures of the manholes.

PS-70

- Normal Operation

PS-71

- Normal Operation

PS-72

- Normal Operation

PS-73

- Installed Rebuilt Pump

PS-74

- Adjusted Packing on Check Valve

PS-75

- Normal Operation

PS-76

- Normal Operation

PS-77

- Normal Operation

PS-78

- Normal Operation



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
 Cummins Sales and Service
 PO Box 772639
 Detroit, MI 48277-2639

2.6

NEW HUDSON MI BRANCH
 54250 Grand River Avenue
 New Hudson, MI 48165-
 (248)573-1900

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

HOWELL TOWNSHIP
 3525 BYRON RD
 HOWELL, MI 48855-7751

OWNER

HOWELL TWP WATER #5
 2571 OAK GROVE RD
 HOWELL, MI 48843-
 SCOTT LOWE - 248 863-6368

PAGE 1 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
17-OCT-2023			185GFBA		CUMMINS
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
212305		11-OCT-2023	HM06G112529		GENSET CUMMINS
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
254709					HM06G112529

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN HM06G112529

COMPLAINT

CUSTOMER STATES UNIT HAS POSSIBLE BAD BLOCK HEATER. PLEASE CHECK AND ADVISE.

SCOTT - 248 863 6368

CAUSE

TECHNICIAN CONFIRMED FAILED BLOCK HEATER, REPLACEMENT NEEDED

CORRECTION

REMOVE AND REPLACE BLOCK HEATER, VERIFY OPERATIONS

COVERAGE

CUSTOMER BILLABLE

REMARK

THIS ESTIMATE REFLECTS INITIAL DIAGNOSIS + PARTS, LABOR AND TRAVEL TIME TO COMPLETE THE NEEDED REPAIRS. TO APPROVE, PLEASE SIGN AND RETURN VIA EMAIL AND/OR PROVIDE A PO# TO APPLY.

THANK YOU FOR CHOOSING CUMMINS!

DIAGNOSTIC CHARGE: 0.00

6	0	CC2825	ES COMP EG	FLG		18.51	111.06
4	0	80242GL	3/4 SILICONE HEATER HOS	E1-DAYCO		10.46	41.84
8	0	72371	CONSTANT TORQ 1-1/4 #12	E1-OTHER		7.77	62.16
1	0	CPBPF7S12	COOLANT HEATER	E1-NONSTOCK		1,005.95	1,005.95
1	0	FREIGHT	INBOUND FREIGHT	E1-FREIGHT		22.86	22.86
4	0	80244GL	1 SILIC HEAT HOSE	E1-DAYCO		13.04	52.16
4	0	72372	HOSE CLAMP	E1-OTHER		8.52	34.08

Completion date : 12-Oct-2023 10:41AM. Estimate expires : 10-Nov-2023 10:41AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
 Cummins Sales and Service
 PO Box 772639
 Detroit, MI 48277-2639

NEW HUDSON MI BRANCH
 54250 Grand River Avenue
 New Hudson, MI 48165-
 (248)573-1900

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

HOWELL TOWNSHIP
 3525 BYRON RD
 HOWELL, MI 48855-7751

OWNER

HOWELL TWP WATER #5
 2571 OAK GROVE RD
 HOWELL, MI 48843-
 SCOTT LOWE - 248 863-6368

PAGE 2 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
17-OCT-2023			185GFBA		CUMMINS
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
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REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
254709					HM06G112529

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN HM06G112529

PARTS:	1,330.11
PARTS COVERAGE CREDIT:	0.00CR
TOTAL PARTS:	1,330.11
SURCHARGE TOTAL:	0.00
LABOR:	726.53
LABOR COVERAGE CREDIT:	0.00CR
TOTAL LABOR:	726.53
TRAVEL:	103.79
TRAVEL COVERAGE CREDIT:	0.00CR
TOTAL TRAVEL:	103.79
MISC.:	0.00
MISC. COVERAGE CREDIT:	0.00CR
TOTAL MISC.:	0.00

SIGN UP FOR AUTO EMAIL OF INVOICES AND CREDITS AT
[HTTP://CUSTOMERPAYMENT.CUMMINS.COM](http://CUSTOMERPAYMENT.CUMMINS.COM)

STATE 78.44

Completion date : 12-Oct-2023 10:41AM. Estimate expires : 10-Nov-2023 10:41AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 2,160.43

TOTAL TAX: 78.44

TOTAL AMOUNT: US \$ 2,238.87

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

SCOPE OF SERVICES; PERFORMANCE OF SERVICES Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

CUSTOMER OBLIGATIONS If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

INVOICING AND PAYMENT Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

TAXES; EXEMPTIONS The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

DELIVERY; TITLE AND RISK OF LOSS Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

DELAYS Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

LIMITED WARRANTIES

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 800 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

INDEMNIFICATION Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

GOVERNING LAW AND JURISDICTION This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

ASSIGNMENT This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

CANCELLATION. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request. In addition to the actual, non-recoverable costs incurred by Cummins.

REFUNDS/CREDITS Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

INTELLECTUAL PROPERTY Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

COMPLIANCE WITH LAWS Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

CONFIDENTIALITY Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

PRICING To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

MISCELLANEOUS All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is written and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

These Terms and Conditions, together with the estimates/quotes (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

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LIMITED WARRANTIES

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General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 800 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

INDEMNIFICATION Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

GOVERNING LAW AND JURISDICTION This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

ASSIGNMENT This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

CANCELLATION. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

REFUNDS/CREDITS Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

INTELLECTUAL PROPERTY Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

COMPLIANCE WITH LAWS Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of these laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

CONFIDENTIALITY Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

PRICING To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

MISCELLANEOUS All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is written and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

**Howell Township
Remaining Capital Improvement Plan Summary
Updated 10-17-23**

Active CIP and Significant Repairs In Progress					
No.	Project Description	Priority	Initial Estimate	Revised Estimate	Update
1	SCADA System for Plant (DO Monitoring, Level Monitoring, Alarm Improvements, Trending)	High	\$175,000	\$92,455	UIS did site inspection with programmer, still waiting on a start date
2	Walker North Clarifier Upgrade and Coating	Moderate	\$450,000		Walker inspected, report to repair was high. Meet with Hamlett and Mechanical Contractor
3	Repair Valves to EQ Tank	Moderate	\$50,000	\$50,000	On hold, not critical
4	RAS and Headworks Roof Repairs	Low	\$5,000	\$5,000	Did not get a quote yet from roofer
5	Plant Driveway Repairs (Crack Sealing)	Low	\$10,000	\$10,000	No Activity, not critical
6	Purchase Plus 1 Pumps for Station 70	High	\$18,000	\$18,000	Have until December when it expires, get final quote
7	RAS / WAS Pump	High	\$30,000	\$29,995	Specifications Submitted to Hesco to quote pump
8	Lagoon Pump & Valves	Low	\$30,000		Broken Valve to Equilibrate, Pump Does not Work to Return Flow
9	Second Septage / Return Pump Station Pump	Moderate	\$10,000		Depends on Plus 1 Expiration
		Total	\$778,000		

Howell Township Treasurer

From: noreply-migrants@michigan.gov
Sent: Monday, October 9, 2023 2:33 PM
To: Howell Township Treasurer
Subject: Application Outcome for ARPA-0959

Howell Township, Livingston
ARPA-0959 - Howell Township Park

We regret to inform you that the application noted above was not recommended by the DNR Director. This is a competitive grant program. More applications were submitted than could be funded.

New DNR Recreation Grant applications are accepted on April 1 each year. If you would like to discuss potential projects and strategies for a future application, contact your Grant Coordinator.

Thank you for your interest in the Michigan Spark Grant Program.

Sincerely,
Grants Management
Finance and Operations Division
Michigan Department of Natural Resources

Howell Township
Invoice and Check Registers
As of 10/31/2023

INVOICE REGISTER FOR HOWELL TOWNSHIP
ALL DATES, POSTED AND UNPOSTED
OPEN AND PAID

Inv Ref #	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
0000022453	CARLISLE WORTMAN ASSOC, INC.	09/13/2023	09/20/2023	287.50	0.00	Paid	Y
0000022454	CARLISLE WORTMAN ASSOC, INC.	09/13/2023	09/20/2023	1,592.50	0.00	Paid	Y
0000022455	CARLISLE WORTMAN ASSOC, INC.	09/13/2023	09/20/2023	982.50	0.00	Paid	Y
0000022456	CARLISLE WORTMAN ASSOC, INC.	09/13/2023	09/20/2023	200.00	0.00	Paid	Y
0000022457	CARLISLE WORTMAN ASSOC, INC.	09/12/2023	10/12/2023	180.00	0.00	Paid	Y
0000022458	CARLISLE WORTMAN ASSOC, INC.	09/12/2023	10/12/2023	1,495.00	0.00	Paid	Y
0000022459	CHLORIDE SOLUTIONS, LLC	09/09/2023	10/09/2023	8,424.32	0.00	Paid	Y
0000022460	ABSOPURE	08/02/2023	10/01/2023	28.80	0.00	Paid	Y
0000022461	ABSOPURE	08/29/2023	09/29/2023	20.85	0.00	Paid	Y
0000022462	ABSOPURE	08/31/2023	09/30/2023	12.00	0.00	Paid	Y
0000022463	LIVINGSTON DAILY PRESS & ARGUS	09/01/2023	09/25/2023	310.00	0.00	Paid	Y
0000022464	MICRO WORKS COMPUTING, INC	09/11/2023	10/01/2023	80.00	0.00	Paid	Y
0000022465	SMART BUSINESS SOURCE, LLC	09/13/2023	10/13/2023	274.38	0.00	Paid	Y
0000022466	MICRO WORKS COMPUTING, INC	09/14/2023	10/04/2023	40.00	0.00	Paid	Y
0000022487	DTE ENERGY	09/11/2023	10/03/2023	550.30	0.00	Paid	Y
0000022488	EVER SO GREEN	09/22/2023	10/22/2023	241.00	0.00	Paid	Y
0000022502	SMART BUSINESS SOURCE, LLC	09/19/2023	10/19/2023	96.15	0.00	Paid	Y
0000022503	LIVINGSTON COUNTY TREASURER	09/15/2023	10/15/2023	218.85	0.00	Paid	Y
0000022504	TLS CONSTRUCTION	09/14/2023	10/14/2023	1,445.00	0.00	Paid	Y
0000022505	MACALLISTER RENTALS	09/15/2023	10/15/2023	3,920.20	0.00	Paid	Y
0000022506	MACALLISTER RENTALS	09/15/2023	10/15/2023	1,491.00	0.00	Paid	Y
0000022507	CUMMINS SALES AND SERVICE	07/31/2023	10/02/2023	7,750.00	0.00	Paid	Y
0000022508	CHLORIDE SOLUTIONS, LLC	09/16/2023	10/16/2023	2,987.35	0.00	Paid	Y
0000022509	CHLORIDE SOLUTIONS, LLC	09/23/2023	10/23/2023	907.75	0.00	Paid	Y
0000022510	KENNEDY INDUSTRIES INC	09/18/2023	10/18/2023	39,985.00	0.00	Paid	Y
0000022511	UIS SCADA	09/22/2023	10/22/2023	1,725.02	0.00	Paid	Y
0000022512	LIVINGSTON COUNTY TREASURER	10/02/2023	10/02/2023	70.50	0.00	Paid	Y
0000022513	LIVINGSTON COUNTY TREASURER	09/25/2023	10/02/2023	762.50	0.00	Paid	Y
0000022514	GCT METER FUND	10/02/2023	10/09/2023	496.00	0.00	Paid	Y
0000022515	GCT METER FUND	10/02/2023	10/09/2023	496.00	0.00	Paid	Y
0000022516	GCT METER FUND	10/02/2023	10/09/2023	496.00	0.00	Paid	Y
0000022517	GCT METER FUND	10/02/2023	10/09/2023	496.00	0.00	Paid	Y
0000022518	EPLEY EXCAVATING	10/02/2023	10/09/2023	3,000.00	0.00	Paid	Y
0000022519	SPICER GROUP	10/02/2023	10/09/2023	2,211.00	0.00	Paid	Y
0000022520	SPICER GROUP	10/02/2023	10/09/2023	891.00	0.00	Paid	Y
0000022521	SPICER GROUP	10/02/2023	10/09/2023	2,656.00	0.00	Paid	Y
0000022522	SPICER GROUP	10/02/2023	10/09/2023	856.00	0.00	Paid	Y
0000022523	SPICER GROUP	10/02/2023	10/09/2023	168.75	0.00	Paid	Y
0000022524	SPICER GROUP	10/02/2023	10/09/2023	2,350.00	0.00	Paid	Y
0000022525	SPICER GROUP	10/02/2023	10/09/2023	496.00	0.00	Paid	Y
0000022526	SMART BUSINESS SOURCE, LLC	09/29/2023	10/02/2023	492.24	0.00	Paid	Y
0000022527	BRENT KILPELA	10/02/2023	10/02/2023	264.10	0.00	Paid	Y
0000022528	PERFECT MAINTENANCE	09/27/2023	10/02/2023	195.00	0.00	Paid	Y
0000022529	HOWELL PARKS AND RECREATION	09/28/2023	10/02/2023	30,000.00	0.00	Paid	Y
0000022530	COMCAST	09/22/2023	10/12/2023	432.30	0.00	Paid	Y
0000022531	MUTUAL OF OMAHA INSURANCE COMPANY	10/02/2023	10/02/2023	155.13	0.00	Paid	Y
0000022532	JONATHAN HOHENSTEIN	09/27/2023	10/02/2023	115.74	0.00	Paid	Y
0000022533	SPICER GROUP	09/20/2023	10/02/2023	1,339.00	0.00	Paid	Y
0000022534	HOWELL PUBLIC SCHOOLS	10/02/2023	10/02/2023	45,122.18	0.00	Paid	Y
0000022535	HOWELL PUBLIC SCHOOLS	10/02/2023	10/02/2023	164,511.69	0.00	Paid	Y
0000022536	FOWLERVILLE SCHOOLS	10/02/2023	10/02/2023	1,218.60	0.00	Paid	Y
0000022537	LIVINGSTON COUNTY TREASURER	10/02/2023	10/02/2023	95,944.30	0.00	Paid	Y
0000022538	STATE OF MICHIGAN	10/02/2023	10/02/2023	22,371.45	0.00	Paid	Y
0000022539	LIV EDUC SERVICE AGENCY	10/02/2023	10/02/2023	53,609.11	0.00	Paid	Y

INVOICE REGISTER FOR HOWELL TOWNSHIP
 ALL DATES, POSTED AND UNPOSTED
 OPEN AND PAID

Inv Ref #	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
0000022540	LIVINGSTON COUNTY TREASURER	10/02/2023	10/02/2023	53,721.37	0.00	Paid	Y
0000022541	GENOA TOWNSHIP DPM	10/02/2023	10/03/2023	26,720.25	0.00	Paid	Y
0000022542	BIOTECH AGRONOMICS, INC	09/25/2023	10/25/2023	38,439.10	0.00	Paid	Y
0000022543	CONSUMERS ENERGY	09/20/2023	10/16/2023	52.10	0.00	Paid	Y
0000022544	CONSUMERS ENERGY	09/19/2023	10/16/2023	20.65	0.00	Paid	Y
0000022545	AT&T	09/19/2023	10/10/2023	321.25	0.00	Paid	Y
00022549	COMPLETE OUTDOOR SERVICES, INC.	10/03/2023		920.00	0.00	Paid	Y
00022550	MICRO WORKS COMPUTING, INC	09/26/2023		168.00	0.00	Paid	Y
00022551	MICRO WORKS COMPUTING, INC	09/26/2023		80.00	0.00	Paid	Y
00022552	GRANGER WASTE SERVICES	09/30/2023		23.91	0.00	Paid	Y
00022553	CONSUMERS ENERGY	09/20/2023		37.82	0.00	Paid	Y
00022554	STATE TAX COMMISSION	10/04/2023		175.00	0.00	Paid	Y
00022555	STATE TAX COMMISSION	10/02/2023		595.88	0.00	Paid	Y
00022556	STATE TAX COMMISSION	10/04/2023		50.00	0.00	Paid	Y
00022557	JUSTICE FENCE ACQUISITION LLC	09/30/2023		1,461.66	0.00	Paid	Y
00022558	CINTAS CORPORATION	10/04/2023		97.84	0.00	Paid	Y
00022559	FAHEY SCHULTZ BURZYCH RHODES PLC	10/02/2023		4,950.00	0.00	Paid	Y
00022560	FAHEY SCHULTZ BURZYCH RHODES PLC	10/02/2023		2,245.50	0.00	Paid	Y
00022561	FAHEY SCHULTZ BURZYCH RHODES PLC	10/02/2023		484.00	0.00	Paid	Y
00022562	FAHEY SCHULTZ BURZYCH RHODES PLC	10/02/2023		2,582.50	0.00	Paid	Y
00022563	FAHEY SCHULTZ BURZYCH RHODES PLC	10/02/2023		11,500.00	0.00	Paid	Y
00022564	CARLISLE WORTMAN ASSOC, INC.	10/04/2023		830.00	0.00	Paid	Y
00022565	CARLISLE WORTMAN ASSOC, INC.	10/04/2023		732.50	0.00	Paid	Y
00022567	CARLISLE WORTMAN ASSOC, INC.	10/10/2023		427.50	0.00	Paid	Y
00022568	CARLISLE WORTMAN ASSOC, INC.	10/10/2023		965.00	0.00	Paid	Y
00022569	CARLISLE WORTMAN ASSOC, INC.	10/10/2023		115.00	0.00	Paid	Y
00022570	CARLISLE WORTMAN ASSOC, INC.	10/10/2023		1,470.00	0.00	Paid	Y
00022571	CARLISLE WORTMAN ASSOC, INC.	10/10/2023		57.50	0.00	Paid	Y
00022572	BS&A SOFTWARE	10/04/2023		22,009.00	0.00	Paid	Y
00022573	CONSUMERS ENERGY	09/20/2023		63.24	0.00	Paid	Y
00022574	DTE ENERGY	10/02/2023		244.96	0.00	Paid	Y
00022575	K & J ELECTRIC, INC	10/03/2023		1,925.00	0.00	Paid	Y
00022576	NORTHWEST PIPE AND SUPPLY, INC	09/12/2023		46.72	0.00	Paid	Y
00022577	PVS TECHNOLOGIES, INC	09/28/2023		8,605.65	0.00	Paid	Y
00022578	UIS SCADA	06/20/2023		7,080.00	0.00	Paid	Y
00022579	DTE ENERGY	10/04/2023		132.88	0.00	Paid	Y
00022580	DTE ENERGY	10/04/2023		121.48	0.00	Paid	Y
00022581	ABSORPURE	09/30/2023		12.00	0.00	Paid	Y
00022582	ADVANCE AUTO PARTS	10/30/2023		10.00	0.00	Paid	Y
00022583	PURCHASE POWER	10/10/2023		29.06	0.00	Paid	Y
00022584	APPLIED INNOVATION	10/11/2023		4,035.00	0.00	Paid	Y
00022585	LIVINGSTON COUNTY ROAD COMMISSION	10/12/2023		331.54	0.00	Paid	Y
00022586	LIVINGSTON COUNTY ROAD COMMISSION	10/16/2023		150,867.01	0.00	Paid	Y
00022587	LIVINGSTON COUNTY ROAD COMMISSION	10/16/2023		28,760.44	0.00	Paid	Y
00022597	LIVINGSTON DAILY PRESS & ARGUS	10/16/2023		420.00	0.00	Paid	Y
00022598	MICRO WORKS COMPUTING, INC	10/12/2023		160.00	0.00	Paid	Y
00022599	DTE ENERGY	10/12/2023		535.05	0.00	Paid	Y
00022600	DTE ENERGY	10/10/2023		6,113.80	0.00	Paid	Y
00022601	DTE ENERGY	10/10/2023		237.88	0.00	Paid	Y
00022602	DTE ENERGY	10/10/2023		32.98	0.00	Paid	Y
00022603	DTE ENERGY	10/10/2023		214.50	0.00	Paid	Y
00022604	DTE ENERGY	10/10/2023		153.49	0.00	Paid	Y
00022605	DTE ENERGY	10/10/2023		261.79	0.00	Paid	Y
00022606	DTE ENERGY	10/10/2023		416.79	0.00	Paid	Y

INVOICE REGISTER FOR HOWELL TOWNSHIP
 ALL DATES, POSTED AND UNPOSTED
 OPEN AND PAID

Inv Ref #	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
00022607	CORELOGIC CENTRALIZED REFUNDS	10/10/2023	11/01/2023	3,616.76	0.00	Paid	Y
00022608	LERETA LLC	10/10/2023	11/01/2023	2,585.14	0.00	Paid	Y
00022609	HOWELL TOWNSHIP	10/17/2023		286.23	0.00	Paid	Y
00022610	LIV EDUC SERVICE AGENCY	10/17/2023		5,645.49	0.00	Paid	Y
00022611	LIVINGSTON COUNTY TREASURER	10/17/2023		10,578.25	0.00	Paid	Y
00022612	LIVINGSTON COUNTY TREASURER	10/17/2023	11/01/2023	5,657.32	0.00	Paid	Y
00022613	HOWELL PUBLIC SCHOOLS	10/17/2023		3,228.45	0.00	Paid	Y
00022614	HOWELL PUBLIC SCHOOLS	10/17/2023	11/01/2023	4,253.49	0.00	Paid	Y
00022615	HOWELL TOWNSHIP	10/17/2023	11/15/2023	400.00	0.00	Paid	Y
00022616	CHLORIDE SOLUTIONS, LLC	10/17/2023	11/15/2023	2,797.37	0.00	Paid	Y
00022617	DTE ENERGY	10/13/2023	11/06/2023	38.50	0.00	Paid	Y
00022618	MHOG	10/19/2023	11/19/2023	234,602.82	0.00	Paid	Y
00022619	BRENT KILPELA	10/23/2023	11/19/2023	429.49	0.00	Paid	Y

of Invoices: 119 # Due: 0
 # of Credit Memos: 0 # Due: 0
 Net of Invoices and Credit Memos: Totals: 1,162,139.96
 Totals: 0.00

Agrees with Check Register BK

---- TOTALS BY FUND ----

101 GENERAL FUND	76,221.28	0.00
204 ROAD FUND	194,744.24	0.00
208 PARK/RECREATION FUND	30,912.50	0.00
285 AMERICAN RESCUE PLAN ACT (ARPA)	5,411.20	0.00
592 SWR/WTR	377,179.91	0.00
701 TRUST & AGENCY	5,321.00	0.00
703 TAX FUND	472,349.83	0.00

---- TOTALS BY DEPT/ACTIVITY ----

000 OTHER	728,465.02	0.00
101 TOWNSHIP BOARD	530.00	0.00
247 BOARD OF REVIEW	218.85	0.00
253 TREASURER	2,698.24	0.00
257 ASSESSING	495.65	0.00
262 ELECTIONS	742.88	0.00
265 TOWNSHIP HALL	26,868.25	0.00
268 TOWNSHIP AT LARGE	18,695.50	0.00
276 CEMETERY	2,381.66	0.00
447 ENGINEERING	1,339.00	0.00
536 SEWER/WATER	47,065.00	0.00
537 CHARGES FOR SERVICES	234,602.82	0.00
538 WWTTP	95,512.09	0.00
701 PLANNING	2,425.00	0.00
703 ZONING BOARD OF APPEALS	100.00	0.00

CHECK REGISTER FOR HOWELL TOWNSHIP

CHECK DATE 10/01/2023 - 10/31/2023

Check Date	Check	Vendor Name	Amount
Bank GEN GENERAL FUND CHECKING			
10/02/2023	18551	ABSOPURE	61.65
10/02/2023	18552	CARLISLE WORTMAN ASSOC, INC.	4,737.50
10/02/2023	18553	COMCAST	432.30
10/02/2023	18554	EVER SO GREEN	241.00
10/02/2023	18555	JONATHAN HOHENSTEIN	115.74
10/02/2023	18556	HOWELL PARKS AND RECREATION	30,000.00
10/02/2023	18557	BRENT KILPELA	264.10
10/02/2023	18558	LIVINGSTON DAILY PRESS & ARGU	310.00
10/02/2023	18559	CHLORIDE SOLUTIONS, LLC	12,319.42
10/02/2023	18560	MICRO WORKS COMPUTING, INC	120.00
10/02/2023	18561	MUTUAL OF OMAHA INSURANCE COM	155.13
10/02/2023	18562	PERFECT MAINTENANCE	195.00
10/02/2023	18563	SMART BUSINESS SOURCE, LLC	862.77
10/02/2023	18564	SPICER GROUP	10,967.75
10/02/2023	18565	LIVINGSTON COUNTY TREASURER	218.85
10/02/2023	101001782(E)	DTE ENERGY	550.30
10/10/2023	18566	BS&A SOFTWARE	22,009.00
10/10/2023	18567	CARLISLE WORTMAN ASSOC, INC.	4,597.50
10/10/2023	18568	CINTAS CORPORATION	97.84
10/10/2023	18569	COMPLETE OUTDOOR SERVICES, IN	920.00
10/10/2023	18570	DTE ENERGY	595.88
10/10/2023	18571	FAHEY SCHULTZ BURZYCH RHODES	21,762.00
10/10/2023	18572	GRANGER WASTE SERVICES	23.91
10/10/2023	18573	JUSTICE FENCE ACQUISITION LLC	1,461.66
10/10/2023	18574	MICRO WORKS COMPUTING, INC	248.00
10/10/2023	18575	STATE TAX COMMISSION	225.00
10/10/2023	101001783(E)	CONSUMERS ENERGY	37.82
10/25/2023	18577	ABSOPURE	12.00
10/25/2023	18578	APPLIED INNOVATION	331.54
10/25/2023	18579	BRENT KILPELA	429.49
10/25/2023	18580	LIVINGSTON COUNTY ROAD COMMIS	179,627.45
10/25/2023	18581	LIVINGSTON DAILY PRESS & ARGU	420.00
10/25/2023	18582	CHLORIDE SOLUTIONS, LLC	2,797.37
10/25/2023	18583	MICRO WORKS COMPUTING, INC	160.00
10/25/2023	101001793(E)	DTE ENERGY	535.05
10/25/2023	101001794(E)	PURCHASE POWER	4,035.00
GEN TOTALS:			
Total of 36 Checks:			301,878.02
Less 0 Void Checks:			0.00
Total of 36 Disbursements:			<u>301,878.02</u>
Bank T&A TRUST & AGENCY CHECKING			
10/02/2023	3600	LIVINGSTON COUNTY TREASURER	70.50
10/02/2023	3601	LIVINGSTON COUNTY TREASURER	762.50
10/02/2023	3602	GCT METER FUND	1,488.00
10/02/2023	3603	EPLBY EXCAVATING	3,000.00
T&A TOTALS:			
Total of 4 Checks:			5,321.00
Less 0 Void Checks:			0.00
Total of 4 Disbursements:			<u>5,321.00</u>
Bank TAX TAX CHECKING			
10/02/2023	5854	FOWLerville SCHOOLS	1,218.60
10/02/2023	5855	HOWELL PUBLIC SCHOOLS	45,122.18
10/02/2023	5856	HOWELL PUBLIC SCHOOLS	164,511.69
10/02/2023	5857	LIV EDUC SERVICE AGENCY	53,609.11
10/02/2023	5858	STATE OF MICHIGAN	22,371.45
10/02/2023	5859	LIVINGSTON COUNTY TREASURER	95,944.30
10/02/2023	5860	LIVINGSTON COUNTY TREASURER	53,721.37
10/17/2023	1(E)	HOWELL TOWNSHIP	286.23
10/17/2023	5861	HOWELL PUBLIC SCHOOLS	3,228.45
10/17/2023	5862	HOWELL PUBLIC SCHOOLS	4,253.49
10/17/2023	5863	LIV EDUC SERVICE AGENCY	5,645.49
10/17/2023	5864	CORELOGIC CENTRALIZED REFUNDS	3,616.76
10/17/2023	5865	LERETA LLC	2,585.14
10/17/2023	5866	LIVINGSTON COUNTY TREASURER	10,578.25
10/17/2023	5867	LIVINGSTON COUNTY TREASURER	5,657.32
TAX TOTALS:			
Total of 15 Checks:			472,349.83

CHECK REGISTER FOR HOWELL TOWNSHIP

CHECK DATE 10/01/2023 - 10/31/2023

Check Date	Check	Vendor Name	Amount
Bank TAX TAX CHECKING			
	Less 0 Void Checks:		0.00
	Total of 15 Disbursements:		<u>472,349.83</u>
Bank UTYCK UTILITY CHECKING			
10/03/2023	3115	BIOTECH AGRONOMICS, INC	38,439.10
10/03/2023	3116	CUMMINS SALES AND SERVICE	7,750.00
10/03/2023	3117	GENOA TOWNSHIP DPW	26,720.25
10/03/2023	3118	KENNEDY INDUSTRIES INC	39,985.00
10/03/2023	3119	MACALLISTER RENTALS	5,411.20
10/03/2023	3120	TLS CONSTRUCTION	1,445.00
10/03/2023	3121	UIS SCADA	1,725.02
10/03/2023	590003860(E)	AT&T	321.25
10/03/2023	590003861(E)	CONSUMERS ENERGY	52.10
10/03/2023	590003862(E)	CONSUMERS ENERGY	20.65
10/23/2023	3122	ADVANCE AUTO PARTS	29.06
10/23/2023	3123	HOWELL TOWNSHIP	400.00
10/23/2023	3124	K & J ELECTRIC, INC	1,925.00
10/23/2023	3125	MHOG	234,602.82
10/23/2023	3126	NORTHWEST PIPE AND SUPPLY, IN	46.72
10/23/2023	3127	PVS TECHNOLOGIES, INC	8,605.65
10/23/2023	3128	UIS SCADA	7,080.00
10/23/2023	59003863(E)	CONSUMERS ENERGY	63.24
10/23/2023	59003864(E)	DTE ENERGY	244.96
10/23/2023	59003865(E)	DTE ENERGY	132.88
10/23/2023	59003866(E)	DTE ENERGY	121.48
10/23/2023	59003867(E)	DTE ENERGY	6,113.80
10/23/2023	59003868(E)	DTE ENERGY	237.88
10/23/2023	59003869(E)	DTE ENERGY	32.98
10/23/2023	59003870(E)	DTE ENERGY	214.50
10/23/2023	59003871(E)	DTE ENERGY	153.49
10/23/2023	59003872(E)	DTE ENERGY	261.79
10/23/2023	59003873(E)	DTE ENERGY	416.79
10/23/2023	59003874(E)	DTE ENERGY	38.50
UTYCK TOTALS:			
	Total of 29 Checks:		382,591.11
	Less 0 Void Checks:		0.00
	Total of 29 Disbursements:		<u>382,591.11</u>
REPORT TOTALS:			
	Total of 84 Checks:		1,162,139.96
	Less 0 Void Checks:		0.00
	Total of 84 Disbursements:		<u>1,162,139.96</u>

(Agrees with Invoice Register
BK