

HOWELL TOWNSHIP BOARD MEETING
3525 Byron Road
Howell, MI 48855
September 9, 2019
6:30 P.M.

1. Call to Order:
2. Roll Call: Mike Coddington () Jeff Smith ()
 Jean Graham () Harold Melton ()
 Jonathan Hohenstein () Evan Rudnicki ()
 Matthew Counts ()
3. Pledge of Allegiance:
4. Call to the Board:
5. Approval of the Minutes:
 A. Regular Board Meeting August 12, 2019
 B. Closed Session August 12, 2019
6. Correspondence:
7. Call to the Public:
8. Unfinished Business:
9. New Business:
 A. Pineview Village
 B. Sidewalk Regulation & Pathway Regulation Discussion
 1) Sidewalk Regulation Ordinance
 2) Pathway Regulation Ordinance
10. Reports:
 A. Supervisor B. Treasurer C. Clerk D. Zoning
 E. Assessing F. Fire Authority G. MHOG H. Planning Commission
 I. Z B A J. WWTP K. HAPRA L. Property Committee
11. Call to the Public:
12. Disbursements:
 Regular and Check Register
13. Adjournment:

AGENDA ITEM

5A

**HOWELL TOWNSHIP BOARD REGULAR MEETING
MINUTES**

3525 Byron Road
Howell, MI 48855
August 12, 2019
6:30 P.M.

MEMBERS PRESENT:

Jonathan Hohenstein	Treasurer
Matthew Counts	Trustee
Harold Melton	Trustee
Evan Rudnicki	Trustee
Jeff Smith	Trustee

MEMBERS ABSENT:

Mike Coddington	Supervisor
Jean Graham	Clerk

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

All rose for the Pledge of Allegiance.

APPROVAL OF THE AGENDA:

AUGUST 12, 2019

MOTION by Counts, seconded by Rudnicki, **"TO APPROVE THE AUGUST 12, 2019 AGENDA AS PRESENTED."** Discussion followed. Motion carries.

JULY 8, 2019 MEETING MINUTES

MOTION by Counts, seconded by Smith, **"TO APPROVE THE JULY 8, 2019 MEETING MINUTES AS PRESENTED."** Discussion followed. Motion carries. (See July 8, 2019 Regular Meeting Minutes)

CORRESPONDENCE:

No additions.

UNFINISHED BUSINESS:

None.

NEW BUSINESS:

END OF THE YEAR FINANCIAL REPORT & BUDGET AMENDMENTS- BRENT KILPELA

Kilpela explained the Revenue and Expenditure Report for the period ending 6/30/2019. The report included 2018-2019- Amended Budget, 2018-2019 Activity and 2018-2019 % Budget Used.

- Kilpela explained that there is a need for a Budget Amendment for Township At Large to complete this fiscal year. His recommendation is to borrow \$10,000.00 from the Township Hall Grounds Equipment and Repair Expense Account leaving that account with a balance of \$10,000.00 and moving it to Township At Large Legal Expense. **MOTION** by Counts, seconded by Rudnicki, **"TO DECREASE TOWNSHIP HALL GROUNDS EQUIPMENT & REPAIR EXPENSE FROM \$20,000.00 TO \$10,000.00 AND TO INCREASE TOWNSHIP AT LARGE LEGAL EXPENSE FROM \$107,000.00 TO \$117,000.00."** Discussion followed. Motion carried.
- Some positive things outside of the normal operations: purchase of 7 office chairs, replaced the phone system, replaced 6 windows, had some trees removed around the Township Hall, had our Annual Clean-Up Day and paid for the 2018 Parks and Recreational Master Plan.

- Kilpela explained that there is a need for Budget Amendment in the Road Fund. His suggestion is to borrow \$45,000.00 from the Road Fund Balance, and move to Road Improvement Expense to pay for the remainder of the Allen Road Project that was completed in June, 2019. **MOTION** from Rudnicki, seconded by Melton, **"TO INCREASE THE ROAD IMPROVEMENT EXPENSE ACCOUNT BY \$45,000.00.00 FROM \$259,000.00 TO \$304,000.00 AND DECREASE THE ROAD FUND BALANCE ACCOUNT BY \$45,000.00."** Discussion followed. Motion carried.
- Overall, Kilpela stated, "This was a positive year".
- Kilpela explained CASH FLOW using Budgeted Revenue and using Historical Average Revenue.
- The General Obligation Bonds chart showed the sewer/water districts that the Township has left to pay. Discussion on when certain bonds may be able to be paid off early.
- Complete charts are available at the Township Office.
- The Board thanked Kilpela for the work he puts into the budget.

REPORTS:

A. SUPERVISOR:

(Supervisor Coddington absent)

- No report.

B. TREASURER:

(Treasurer Hohenstein reported on the following items)

- G to G: Report from G to G, showing how residents are utilizing the in-office credit card payment machine when making their payments.
- Computers: One computer was destroyed during a power outage so the office is down a computer. The one extra computer the office did have was being used for Board of Review. The Supervisor's computer does not work any longer. The Deputy Clerk's computer was not updated last time because of programming issues with QVF (Qualified Voter File) and other programs that she needed on her computer. QVF is making changes to their programs and her computer will need to be updated to be able to work with the QVF changes. The estimated cost for each computer is \$700.00 plus installation. **MOTION** by Smith, seconded by Melton, **"TO REPLACE 2 COMPUTERS, NOT TO EXCEED \$3,000.00 FROM MICRO WORKS."** Discussion followed. Motion carried.
- Mason Road Project: The County Road Supervisor states that this is the highest priority road on his list. Marion Township's supervisor has been contacted to see if they are interested in cost sharing with the County and Howell Township.

C. CLERK:

(Clerk Graham absent)

- No report.

D. ZONING:

(See Zoning Administrator Daus' prepared written report)

E. ASSESSING:

(See Assessor Kilpela's prepared written report)

F. FIRE AUTHORITY:

(Supervisor Coddington absent)

- No report.

G. MHOG:

(Trustee Counts reported on the following items)

- Gallon Usage: June 2019 usage was a little over 50 million gallons which was 30% down from last year at this time due to the wet spring and early summer.
- Storage Building: They have chosen a contractor for the project.
- Marion Township: Their tower will be painted this year.
- Mason Road Property: A quick claim deed from the County to MHOG was done. Discussion on easements for a park to our property is still in process.
- Hydrant testing: Testing and some painting on hydrants are being done.

H. PLANNING COMMISSION:

(Trustee Counts reported on the following items)

- See July 23, 2019 Planning Commission Synopsis

I. ZONING BOARD OF APPEALS (ZBA):

(Trustee Rudnicki reported on the following items)

- No meeting in July.

J. WWTP:

(Treasurer Hohenstein reported on the following items)

- Personnel: WWTP will come to the next Township Meeting to explain their need for an additional full time position.
- UV System: Requesting, not to exceed \$30,000.00 plus shipping cost for an additional UV system module for a backup in the event of failure one of the current modules. It is the consensus of the Board to make a decision after WWTP visits at the next meeting.

K. HAPRA:

(Clerk Graham absent)

- No report.

L. PROPERTY COMMITTEE:

(Treasurer Hohenstein reported on the following items)

- Pine View property: There has been some inquires on this property. The offer from Steve Gronow has never formally been accepted or signed. Another buyer has put an offer on the property. Discussion on what this potential buyer is offering. The Property Committee has recommended their letter of intent.
- Parcel #4706-25-100-028, aka Doc Earl Property: The potential buyer insists on using their documents and not the Township's documents for their offer. They stated they would pay for our attorney fees to review it. Waiting for that payment to be made before going further.
- Mason and Burkhart project: Christian Bugeja from Chestnut Development stated they are still interested in the property and will offer a temporary easement to the park until all issues with MHOG have been resolved and then offer a permanent easement. An offer will be submitted soon.

CALL TO PUBLIC:

George Hillman, Bowen Road: Wanted to know about the Sewer Debt Fee that he has been paying. Would like to know about if and when this debt is going to be paid off. (The fund is still not strong enough on its own to dissolve it.) He believes that the residents who live 200 feet from the line and are not hooked into the sewer system should also have to pay the same Debt Fee he is paying. He also asked who made the decision that if your is house is 200 feet or more from the sewer line you do not have to pay the Debt Fee even if they do not want to hook into the system. (It is a State Law.)

DISBURSEMENTS: REGULAR AND CHECK REGISTER:

MOTION by Rudnicki, seconded by Smith, **"TO APPROVE THE REGULAR DISBURSEMENTS THROUGH AUGUST 7, 2019 AND CHECK REGISTER AS PRESENTED, ALSO ANY CUSTOMARY AND NORMAL PAYMENTS FOR THE MONTH."** Discussion followed. Motion carries.

CLOSED SESSION:

CONFIDENTIAL LEGAL OPINION

- **MOTION** by Counts, seconded by Rudnicki, **"TO ENTER INTO CLOSED SESSION TO DISCUSS CONFIDENTIAL LEGAL OPINION REGARDING CROSSROADS LITIGATIONS AT 7:28 P.M."** A roll-call vote was taken: Counts – yes, Melton – yes, Hohenstein – yes, Smith – yes, Rudnicki – yes. Motion carries 5 to 0.
- **MOTION** by Counts, seconded by Smith, **"TO RE-ENTER INTO REGULAR SESSION AT 8:53 P.M."** A roll-call vote was taken: Hohenstein – yes, Counts – yes, Rudnicki – yes, Smith – yes, Melton – yes. Motion carries 5 to 0.
- **MOTION** by Counts, seconded Rudnicki, **"MOVE TO ADOPT THE RECOMMENDATION OF THE TOWNSHIP ATTORNEYS IN PROVIDING A RESPONSE TO CROSSROADS, OUTDOOR, LLC'S OFFER TO SETTLE IN CROSSROADS OUTDOOR LLC v. HOWELL TOWNSHIP, CASE NO.18-13133."** Discussion followed. A roll-call vote was taken: Smith – yes, Counts – yes, Melton – yes, Hohenstein – yes, Rudnicki – yes. Motion carries 5 to 0.

ADJOURNMENT: **MOTION** by Melton, seconded by Smith, **"TO ADJOURN."** Motion carries. The meeting adjourned 8:58 p.m.

As Presented: _____

Howell Township Clerk
Jean Graham

As Amended: _____

Mike Coddington
Howell Township Supervisor

As Corrected: _____

Dated: _____

Debby Johnson, Recording Secretary

AGENDA ITEM

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CORRESPONDENCE

SEPTEMBER 0, 2019

1. **DTE** – Seven ways to save energy this summer
2. **DAV** – Disabled American Veterans – 2019 Salute to Sacrifice
3. **CHARTER COMMUNICATIOINS** – Upcoming changes

AGENDA ITEM

9A

UNIT PURCHASE AGREEMENT

This UNIT PURCHASE AGREEMENT ("Agreement") is made _____, 2019, by and between Westview Capital, LLC of 2186 E. Centre St., Portage, MI 49002 ("Purchaser") and Howell Township, of 3525 Byron Rd, Howell, MI 48855 ("Seller") as follows:

BACKGROUND

Seller desires to sell, and Purchaser desires to purchase Units in a Condominium known as Pineview Village, legally described on Exhibit A, attached hereto and located in Howell Township, Livingston County, Michigan (the "Units"). The Units were acquired by Seller in a tax foreclosure sale pursuant to the Michigan General Property Tax Law.

AGREEMENT

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

1. Units. Seller agrees to sell and Purchaser agrees to purchase Units located in Howell Township, Livingston County, State of Michigan, legally described on Exhibit "A". The legal description may be revised upon receipt of the Survey, if any, upon mutual written agreement of the Parties.
2. Purchase Price. The Purchase Price shall be Two Hundred Thirty Thousand Dollars (\$230,000), paid in cash in United States currency or its equivalent at closing.
3. Deposit. Purchaser hereby tenders to Seller a good faith deposit in the amount of Ten Thousand Dollars (\$10,000) to be held in escrow with Bell Title Insurance Company, 2339 Jolly Road, Okemos, Michigan 48864. This deposit shall be credited to the Purchase Price at the time of Closing. The deposit is refundable except as outlined in the default and remedies provisions in Paragraph 14.
4. Payment of Property Taxes. Property taxes for the year of Closing shall be pro-rated as of the date of Closing on a calendar basis based upon the amount of such taxes if known at the time of Closing. Taxes will be treated as if they cover the calendar year in which they are first billed. Taxes first billed in years prior to year of Closing will be paid by Seller without proration. If any bill for taxes is not issued as of the date of Closing, the then current taxable value and tax rate and any administrative fee will be substituted.

5. Schedule.

A. Closing Deadline. The parties agree to schedule a closing at the earliest possible time, but in no event later than thirty (30) days following an Investigation Period beginning on the date of execution of this Agreement.

B. Investigation Period. Purchaser shall have sixty (60) days ("Inspection Period") from the Effective Date of this Agreement to perform all inspections, appraisals, tests, studies or assurances desired by Purchaser to show the Units are satisfactory to Purchaser in its sole and absolute discretion.

During the Inspection Period, Seller shall provide access to the Units for Purchaser and Purchaser's agents and contractors at reasonable times for the inspections. Purchaser will assure that all its agents and contractors who will have access to the Units are covered by liability insurance and worker's compensation insurance. Purchaser will restore any portion of the Units disturbed or damaged by its inspections. Purchaser will indemnify Seller for any claim for any injury to person or property to occur and in any way related to or to arise from the inspections, which indemnity shall extend to all costs incurred by Seller in connection with any such claim, including all legal fees and expenses. Purchaser will return the Units to substantially the same condition that existed prior to any inspection.

Purchaser may extend the Inspection Period by up to thirty (30) additional days by giving Seller notice of such extension on or before expiration of the initial Inspection Period.

6. Seller's Closing Deliveries. At the Closing, Seller shall deliver to the Purchaser a Quit Claim Deed conveying to Purchaser only such title to the Units as is held by Seller, executed and acknowledged by Seller in recordable form. Seller does not warrant title to the Units, but only conveys such interest in the Units as Seller acquired at a tax foreclosure sale. Purchaser understands that it bears the risk of title and must bear all costs that may be necessary or convenient to establish title to the Units.

7. Purchaser's Closing Deliveries. At Closing, Purchaser shall deliver to Seller the balance of the Purchase Price, Special Assessments, and such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Purchaser.

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

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

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

11. Environmental Matters. Within ten (10) days of the date of this Agreement, Purchaser may, at its own expense, conduct such environmental site evaluations of the Units as it deems appropriate including, without limitation, a Phase I and Phase II environmental site assessment and/or a Baseline Environmental Assessment (collectively, the "Site Investigation Reports"). If Purchaser is not satisfied with the Units as shown by the Site Investigation Reports, Purchaser may cancel this Agreement within thirty (30) days after the date of this Agreement, but not thereafter. Seller shall have no obligation to cure any alleged defects or objections shown by the Site Investigation Reports. If Purchaser terminates this Agreement under this paragraph, then Purchaser shall provide all Site Investigation Reports to Seller.

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

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

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

C. Seller will convey the Units to Purchaser pursuant to the Quit Claim Deed.

D. All prior due general real estate related property taxes and assessments shall have been paid when due, except as provided for in this Agreement.

E. There is no litigation, proceeding or investigation pending or, to Seller's knowledge, threatened against or involving Seller or the Units during Seller's ownership of the Land, and Seller does not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could have an adverse impact on Purchaser or Purchaser's title to or use of the Units, either before or after Closing based on knowledge and records that have currently been reviewed by and are in the possession of the current Township board of Seller, except that Stephen Guerra and Todd Skowronski of Makower Abbate Guera Wegner Vollmer PLLC, representing Pineview Condominium Association, have previously requested assistance in 2015 to remove the lots from the Association, claimed unpaid association fees and successor developer liability in 2016-2017, and had various communications with the Township since regarding the maintenance/final construction of roads within the Association. Seller shall provide all communication, recordings, filings and executed documentation within its possession, except for those communications that are subject to attorney-client privilege or are attorney work product of the Township attorney, William K. Fahey, Christopher Patterson, or other attorneys of Fahey Schultz Buryzeh Rhodes, PLC, related to withdrawing units or attempts to withdraw units to Purchaser within 30 days of execution of this agreement.

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

G. Except as set forth in the Site Investigation Reports, the current Township board of Seller believes the Units and Seller are in full compliance with all requirements of federal, state and local environmental, health or safety laws, regulations and administrative or judicial decrees, as amended (the "Environmental Laws"), limited only to within the time-frame from when the seller acquired the interest being conveyed and the closing of the Units to the Purchaser.

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

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

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

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

14. Default and Remedies.

A. Purchaser's Default; Seller's Remedy. If the Purchaser fails to close on the purchase of the Units, Seller may, as its sole and exclusive remedy terminate this Agreement by giving an appropriate Notice of Default as provided below. Purchaser's Deposit shall be nonrefundable following the Investigation Period if Purchaser has not canceled the agreement prior to the expiration of the Investigation Period including extension. Upon termination, Seller may retain any deposit paid by Purchaser to Seller, except as otherwise provided in this Agreement.

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

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

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

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

17. Special Assessments. Purchaser shall be responsible for payment of the remaining Sewer Special Assessment in the amount of approximately Twenty-Thousand Four-Hundred Forty-four

Dollars (\$20,444). Purchaser agrees to pay off the remaining Sewer Special Assessment at Closing. Seller represents that all other Special Assessments levied against the Units have been paid in full.

18. Miscellaneous.

A. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

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

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

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

To Seller: Howell Township
Attention: CLERK
3525 Byron Rd
Howell, MI 48855

With a copy to: Fahey Schultz Burzych Rhodes
Attention: Christopher S. Patterson, Esq.
4151 Okemos Road
Okemos, MI 48864

To Purchaser: Westview Capital, LLC
Attention: Thomas M. Larabel
795 Clyde Court
Byron Center, MI 49315

With a copy to:

AEG Development, LLC
Attention: Scott E. Sanderson
2186 E. Centre St.
Portage, Michigan 49002

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

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

G. Purchaser is aware that this property may be subject to a farm lease. If it is, a copy of the lease will be furnished to the purchaser and Seller shall assign such farm lease to Purchaser. Purchaser further agrees to assume all obligations of the seller under the terms and conditions of said farm lease and will honor lessee's rights under said lease.

H. Purchaser shall collect buyer side commission of 3% under Purchaser's licensed real estate broker under Allen Edwin Realty.

19. Additional Provisions.

A. Purchaser shall be entitled to bulk purchase water and sewer connection System Equity Fees ("Connection Fees") at a reduced price of Seven Thousand Dollars (\$7,000) per Connection Fee (combined sewer and water) by purchasing Sixty (60) Connection Fees for the Units defined in this Agreement. The bulk purchase of Connection Fees shall take place at the time the first building permit is obtained by Purchaser on the Units.

B. Purchaser shall be responsible for placing the top coat of asphalt on the existing private streets with the project.

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

SELLER: HOWELL TOWNSHIP, a General Law Township of Michigan

By: _____

Mike Coddington

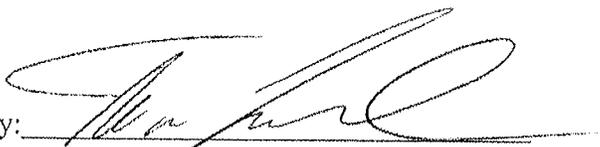
Its: Supervisor

By: _____

Jean Graham

Its: Clerk

PURCHASER: WESTVIEW CAPITAL, LLC, a Michigan limited liability company

By:  _____

Thomas M. Larabel

Its: Vice President _____

EXHIBIT A

Legal Description of Units:

Sixty (60) Units of Pineview Village Condominium situated in Howell Township, Livingston County, Michigan, legally described as follows:

<u>Unit No.</u>	<u>Parcel No.</u>	<u>Unit No.</u>	<u>Parcel No.</u>	<u>Unit No.</u>	<u>Parcel No.</u>
39	4706-27-201-039	67	4706-27-201-067	87	4706-27-201-087
40	4706-27-201-040	68	4706-27-201-068	88	4706-27-201-088
41	4706-27-201-041	69	4706-27-201-069	89	4706-27-201-089
42	4706-27-201-042	70	4706-27-201-070	90	4706-27-201-090
43	4706-27-201-043	71	4706-27-201-071	91	4706-27-201-091
44	4706-27-201-044	72	4706-27-201-072	92	4706-27-201-092
53	4706-27-201-053	73	4706-27-201-073	93	4706-27-201-093
54	4706-27-201-054	74	4706-27-201-074	94	4706-27-201-094
55	4706-27-201-055	75	4706-27-201-075	95	4706-27-201-095
56	4706-27-201-056	76	4706-27-201-076	96	4706-27-201-096
57	4706-27-201-057	77	4706-27-201-077	97	4706-27-201-097
58	4706-27-201-058	78	4706-27-201-078	98	4706-27-201-098
59	4706-27-201-059	79	4706-27-201-079	99	4706-27-201-099
60	4706-27-201-060	80	4706-27-201-080	100	4706-27-201-100
61	4706-27-201-061	81	4706-27-201-081	131	4706-27-201-131
62	4706-27-201-062	82	4706-27-201-082	132	4706-27-201-132
63	4706-27-201-063	83	4706-27-201-083	133	4706-27-201-133
64	4706-27-201-064	84	4706-27-201-084	134	4706-27-201-134
65	4706-27-201-065	85	4706-27-201-085	135	4706-27-201-135
66	4706-27-201-066	86	4706-27-201-086	136	4706-27-201-136

AGENDA ITEM

9B



Carlisle | Wortman

ASSOCIATES, INC.

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

TO: Howell Township Board of Trustees
FROM: Howell Township Planning Commissioner
DATE: July 30, 2019
RE: Pathway and Sidewalk Ordinance

The Planning Commission has been working to create draft ordinances for pathways and sidewalks. These ordinances were drafted in response to the ongoing discussion by the Planning Commission each time a site plan was reviewed that was located along a route identified on the Non-motorized Plan in the Township Master Plan. The Non-motorized Plan was developed within the Master Plan based on public input during the master planning process. The desire to have pathways was reaffirmed with input from the recent parks and recreation master planning process. These ordinances are being developed to provide clear guidance to the Planning Commission and developers when developing site plans related to pathways and sidewalks.

The basic difference between pathways and sidewalks is that pathways are intended to be more regional in nature and provide opportunities for non-motorized connectivity throughout the Township, while sidewalks are intended to provide pedestrian facilities within residential neighborhoods. Local sidewalks may provide connection to the larger Township wide non-motorized network, but the Pathways are intended to provide connection between areas that have higher concentration of residential or commercial activity, as well as create recreation opportunities. Pathways are typically 8 to 10 feet wide with asphalt surfaces along primary roads and sidewalks are typically 5 feet wide, made of concrete, and are planned along local roads.

A non-motorized map has been developed to accompany these ordinances to provide guidance as to the location and type of non-motorized facility that should be installed along different roadways within the Township. Generally this map indicates the location of pathways, though a few areas have been identified where a sidewalk may be more appropriate. The sidewalk ordinance requires that developers install sidewalks within all new residential neighborhoods. Both ordinances indicate that where development occurs along areas identified on the non-motorized plan the developer will be financially responsible for the installation of that section. Beyond that, pathways on the plan would be Township initiated projects at the discretion of the Township.

During the development of the ordinances, there were several questions that arose. Questions surrounded issues of cost, liability, priority, and time. The following Information pertaining to these question is provided here for your consideration:

1. **Cost** – The costs to construct pathways vary depending on a variety of factors including design standards and topography. For a typical 10 foot wide asphalt pathway that meets the AASHTO (American Association of State Highway and Transportation Officials) standards the cost per mile is \$250,000 to \$500,000. There are a variety of opportunities available to communities to defray the cost of developing their pathway network including grants, donations, and ordinance provisions that require developers along the planned route to pay for or construct the portion of the trail along their property. There are a number of state and federal grant opportunities that are available such as Transportation Enhancements, Michigan Natural Resources Trust Fund (MNRTF), Recreation passport, or safe routes to school. More information is available about each of these grant programs in the Implementation Strategies section of the draft Parks and Recreation Master Plan.
2. **Maintenance** - Long term and annual maintenance of pathways are the responsibility of the municipality. Communities who have had pathway programs in place for many years budget roughly \$5,000 to \$6,000 per year per mile. This covers the cost of crack sealing and the clearing of vegetation with the balance being saved for future replacement costs. Additionally, pathways are different that sidewalks in that they can be viewed as recreational facilities and need not receive the same winter maintenance as a sidewalk. Some communities post signs indicating that there is limited winter maintenance because they don't have the ability to clear snow in the winter.
3. **Prioritization** – Through the ordinance, the Township can establish a schedule that can be used to determine when certain sections of the pathway plan are developed. For example, a 2 mile section of pathway on Oak Grove may be the only section to be built within the first 1 to 5 years of the ordinance being enacted. During that time, the ordinance may only require an easement from developers for future pathway in other areas along the pathway route for which site plans are submitted. The ordinance can also require the developer to make a deposit into an escrow in lieu of building their section. This deposit can then be used for pathway construction at such time as the pathway is being installed in that area. This will preserve the ability to build pathways in those areas during the priority time horizon established for those areas. This strategy can limit the Township's pathway maintenance budgetary needs in the immediate future and allow for the development of complete sections of the pathway network in a coordinated fashion.
4. **Liability** – Pathways are similar to parks in terms of municipal liability. Pathways can be added to a community's general liability insurance with no extra cost. Additionally, In the State of Michigan there is a Michigan Recreational Use Statute that protects landowners from lawsuit resulting from someone being injured while using the public

right of way unless it is deemed that the injuries were caused by gross negligence or willful and wanton misconduct of the owner, tenant, or lessee.

Once the ordinances are adopted they will provide direction to the Planning Commission and developers with regard to when sidewalks or pathways are required as part of a development. The adoption of the prioritization map will also provide direction to the Township if and when you chose to move forward with any municipal pathway development project.

Cc: Joe Daus, Township Zoning Administrator
Debby Johnson, Township Deputy Clerk
John Enos, Principal, CWA

Goal	Strategy	Tasks
Increase resident's opportunity to walk or bike.	Provide pedestrian facilities to connect existing neighborhoods to amenities.	Identify areas where pedestrian facilities are missing based on connections between existing or planned residential developments and local destinations.
		Require developer to construct internal sidewalks and pathways in residential commercial and office development.
		Require developers to provide sidewalks or pathways along the frontage of their property according to Township plans.
	Develop a non-motorized plan for sidewalks, pathways, and bike lanes.	Identify appropriate facilities, which may include sidewalks, pathways, bike lanes, or other pedestrian amenities such as lighting or landscaping.
		Work to install facilities where they don't exist.
		Work with LCRC or MDOT to install bike lanes and sidewalks when doing road improvements projects

Goal	Strategy	Tasks
Plan land uses and densities that are appropriate for existing and future road capacity and planned transportation options.	Recognize that certain types of development should be predicated on transportation enhancements.	Create evaluation criteria related to transportation for new developments in the Zoning Ordinance.
		Do not approve developments without the appropriate transportation infrastructure.
	Work with local and state road agencies to develop corridor plans for major roads in the Township such as M-59 and Grand River.	Engage in regular meetings or dialog with the road agencies in order to identify existing and future transportation needs.

GOALS AND OBJECTIVES

To provide a guideline for decision-making, the Recreation Plan Steering Committee, with the assistance of Carlisle / Wortman Associates, has developed a set of comprehensive goals and objectives. The following goals and objectives are intended to provide an operational framework for future decisions related to the provision of parks and recreation for Howell Township. These goals and strategies should be reviewed continually and modified as necessary.

GOALS

Howell Township should provide outdoor recreational opportunities for persons of all ages and all abilities that are well-maintained and safe.

Howell Township should consider the future needs of the community and take actions to dedicate parkland in order to meet current as well as future recreational needs of the community.

OBJECTIVES

1. Improve Existing Park Facilities

In keeping with the goal of making park facilities accessible for persons of all ages and abilities, barrier-free paths to park amenities should be incorporated at the Park at Township Hall. Providing an accessible surface for the walking trail should also be a priority.

2. Develop Non-motorized Trails

Utilizing the park and trail matrix developed by the Steering Committee, investigate opportunities for trail development along routes identified in the Recreation Plan.

3. Create a Sidewalk and Pathway Ordinance

Prepare an ordinance requiring developers to install sidewalks and/or pathways as part of any new or expanded developments.

ACTION PROGRAM

The action program details the manner in which the goals and objectives will be met. It includes a list of specific projects as well as a schedule with suggested capital improvement projects, timeframe and strategies for implementation.

ACTION PLAN

The following outlines the list of specific projects and actions which are recommended for the next five years.

I. Develop Non-Motorized Trail Along Oak Grove Roadway

Trail development is a high priority for the community. Improvements will best be accomplished through coordination with the MDNR and the Livingston County Road Commission. Recommended development includes:

- Prepare a feasibility study which evaluates trail alignment opportunities and challenges and addresses concerns and ideas raised by residents;
- Prepare engineering drawings and obtain permits, easements, and necessary documentation for trail construction;
- Construct an 8 to 10'-wide asphalt multi-use trail which best meets the character of the surrounding community;
- Provide safe crossings, wayfinding signage, and pedestrian amenities such as benches and dog waste facilities where feasible along the trail;
- Utilize the Trail Matrix to identify future development phases for Oak Grove and future trail connection locations.
- Create a sidewalk and pathway ordinance requiring developers to supply sidewalks and/or pathways on any new developments or expansion of existing developments.
- Evaluate and update the Non-motorized Facility map to reflect ongoing efforts in the Township.

Justification: This action is a significant need identified by survey respondents and at the public meeting, and responds to national and regional trends.

II. Develop Park and Preserve Facilities

Development of a dedicated recreation property is a priority for the Township. Proposed actions include:

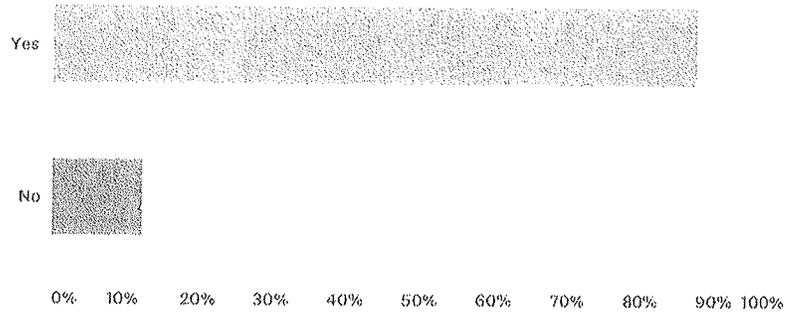
- Utilize the Park and Trail Matrix to identify prime park locations in existing Township-owned parcels;
- Evaluate additional properties as they become available which provide access to and protect sensitive natural areas, and work with the Township Board and Planning Commission to acquire exceptional parcels;
- Upon selection of a candidate parcel, work with design and recreation professionals and community members prepare concept level park drawings. The ultimate goal is to develop the property into one which protects ecologically important areas, provides passive recreation opportunities, and adheres to ADA guidelines; and
- Install parking lot, signage, internal rustic trails, picnic shelter, and playground structures as appropriate.

Justification: These items were identified by survey respondents and at the public meeting, and respond to observed deficiencies as well as environmental and social trends identified in the previous section.

Howell Township Recreation Plan Survey

Q11 Would you like to see a trail system developed in Howell Township?

Answered: 106 Skipped: 3



ANSWER CHOICES

Yes

No

TOTAL

RESPONSES

87.74%

12.26%

93

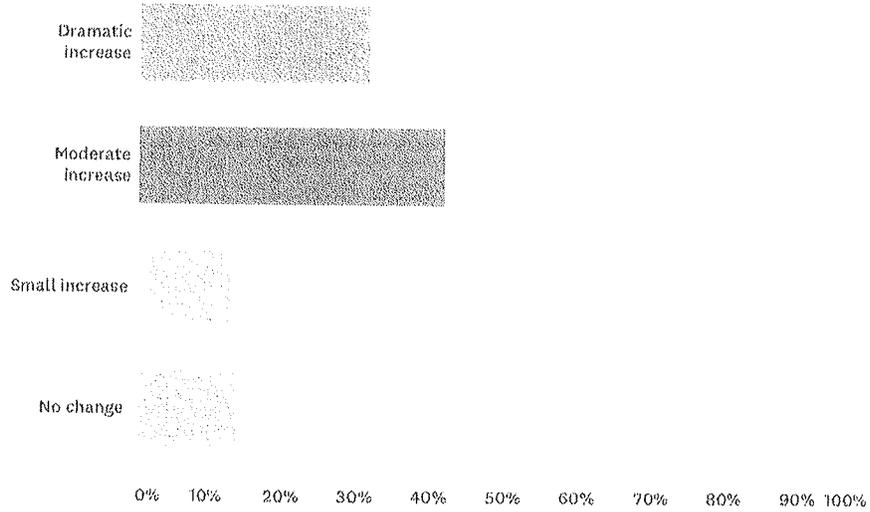
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106

Howell Township Recreation Plan Survey

Q14 If Howell Township developed a trail system, how much of an impact would it have on your activity level?

Answered: 108 Skipped: 1



ANSWER CHOICES	RESPONSES	
Dramatic increase	31.48%	34
Moderate increase	41.67%	45
Small increase	12.96%	14
No change	13.89%	15
TOTAL		108

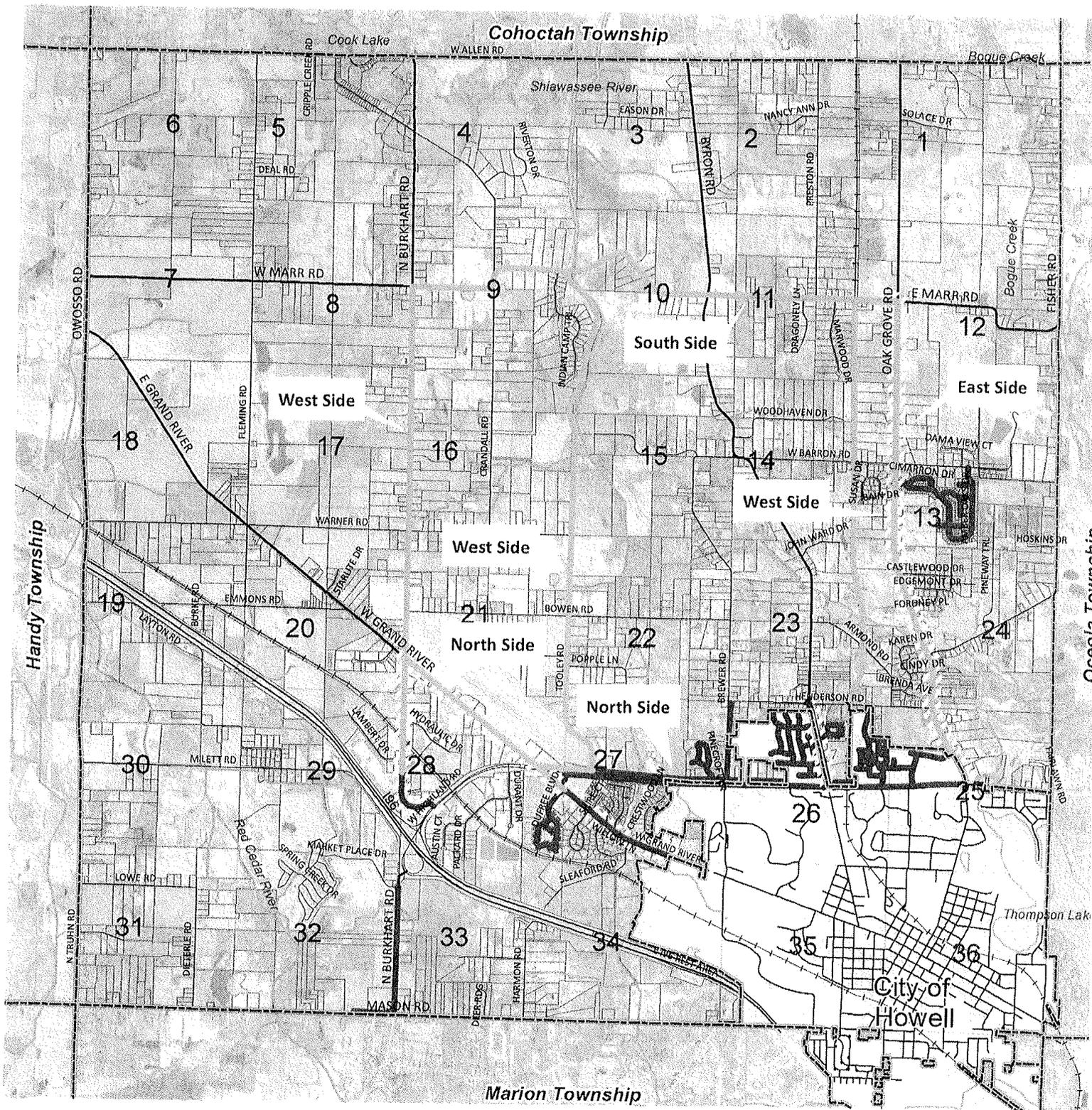
Current Trends:

Mapping Land Use Opportunities & Constraints (continued):

NORTHWEST QUADRANT

The Northwest Quadrant of Livingston County includes the Village of Fowlerville, City of Howell and Conway, Cohoctah, Handy and Howell Townships.

MAP# ON NW QUAD MAP	GROUP RESPONSE	OPPORTUNITY OR CONSTRAINT ?	TYPE OF OPPORTUNITY OR CONSTRAINT	EXPLANATION OF OPPORTUNITY OR CONSTRAINT
#3	Aisin FT Techno of America, Fowlerville Proving Ground	Opportunity	General Land Use	Aisin was noted as an economic development opportunity in this quadrant. It is one of two large vehicle-testing facilities in Livingston County.
#4	Competitive Power Ventures, Qualified Fuel Power Generation Plant	Opportunity	Infrastructure	The Competitive Power Ventures plant was noted as an economic development opportunity in this quadrant. The future development of this infrastructure plant will provide a large source of electrical power generation.
#5	Additional and better connections to recreation areas and amenities are needed	Opportunity	Recreation	The Grand River Avenue, Oak Grove Road, and Byron Road transportation corridors could potentially provide good recreation connections between the City of Howell and surrounding Howell Township.
#6	Preservation of established parks and recreation areas	Opportunity	Recreation	Preservation of established parks and recreation areas is needed to protect resources such as the Oak Grove State Game Area.
#7	Potential conflicting land uses along shared local government borders	Constraint	General Land Use	Inconsistent land use densities were noted along portions of the north/south Township lines between Conway and Handy Townships and Cohoctah and Howell Townships. Inconsistent land use densities were also noted along the west/ east Township line between Conway and Cohoctah Townships.
#8	Future recreation opportunities along river corridors	Opportunity	Water	The Shiawassee River was noted as a river corridor where future recreational opportunities should be encouraged.

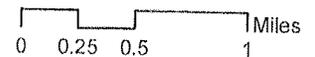


Legend

-  Planned Non-Motorized Pathway Locations
-  Planned Sidewalks
-  Existing Non-Motorized Facilities
-  Areas of High Priority

NON-MOTORIZED PLAN

Howell Township, Livingston County



July 25, 2019

Carlisle/Wortman Associates, Inc.



AGENDA ITEM

9B(1)

**HOWELL TOWNSHIP
LIVINGSTON COUNTY
STATE OF MICHIGAN**

Ordinance No. 282
Sidewalk Regulation

At a meeting of the Township Board of Howell Township, Livingston County, Michigan, held at the Howell Township Hall, 3525 Byron Road, Howell, MI 48855 on September 9, 2019, at 6:30 p.m., Township Board Member Hohenstein moved to introduce the following Ordinance for adoption, which motion was seconded by Township Board Member Rudnicki:

AN ORDINANCE REGULATING THE DEVELOPMENT, CONSTRUCTION AND MAINTENANCE OF SIDEWALKS; AUTHORIZING THE ISSUANCE OF PERMITS AND THE COLLECTING OF FEES FOR THE CONSTRUCTION OF SIDEWALKS; AND PROVIDING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS.

Section 1 – Title

This Ordinance shall be known and may be cited as the Howell Township "Sidewalk Regulation Ordinance", and it shall be deemed sufficient in any action for the enforcement of the provisions hereof to define the same by such short title and by reference to the number hereof.

Section 2 - Purpose

The purpose of this Ordinance shall be:

1. To regulate the repair, maintenance and construction of public sidewalks to keep them in proper and safe condition for public use.
2. To further secure and protect the general welfare and safety of the citizens and other persons within Howell Township.
3. To regulate the development and construction of sidewalks within Howell Township.
4. To provide for the maintenance of those sidewalks through private property owners or special assessment.
5. To authorize the issuance of permits for construction of sidewalks.
6. To authorize the collection of fees for the construction of sidewalks.

7. To provide for penalties upon the violation of these provisions.

Section 3 – Definitions

The following words and phrases, when used in this Ordinance, shall have the meanings respectively ascribed to them in this section:

Board - The Board of Trustees of Howell Township.

Commission or Planning Commission - The Planning Commission of Howell Township.

Condition of Disrepair - Conditions including, but not limited to, those having any one or more of the following characteristics; provided, however, that the existence of any one or more of these characteristics shall not create a presumption or other indication that such characteristics were the cause of any injury or damage which may occur:

1. **Hole** - Place where the surface is missing;
2. **Gap** - Separation of material proportion on the surface of the sidewalk itself or between the sidewalk and the adjacent surface;
3. **Rise or Drop** - Abrupt change in grade where one surface vertically separates from an adjacent surface;
4. **Tilt** - Incline where the sidewalk surface has rotated and is no longer oriented in the designed gradient or cross slope;
5. **Swell or Depression** - Place where the surface undulates due to uplift or subsidence of underlying materials;

Developer - An owner who is causing property to be developed, except for an owner who is constructing or causing to be constructed a single-family dwelling on a lot in a single-family residential district, but including an owner who is installing a private road on property or developing property as a subdivision, site condominium, condominium, site plan, or planned unit development.

Existing Fixed Object - An object that cannot be easily moved without the assistance of mechanical tools and/or without causing destruction to the property to which it is attached, including, but not limited to, buildings, driveways, utility poles, and fences.

Master Plan - The Howell Township Master Plan; prepared and adopted under Act No. 168 of the Public Acts of Michigan of 1959, as amended.

Owner - A person, firm, association, partnership, corporation or other legal entity or combination of them which may hold any ownership interest in property whether recorded or not.

Person - A natural person, firm, association, partnership, corporation or other legal entity.

Road, Public - A road accepted by dedication or otherwise by the Livingston County Road Commission.

Sidewalk - Shall mean and refer to all constructed surfaces located in the public right-of-way or private road easements, dedicated primarily for pedestrian usage, and constructed primarily as dedicated pedestrian paths within a subdivision or adjacent to street lots. This does not include "Pathways" as defined in the Pathways Regulation Ordinance.

Street Lots - One or more lots which are not part of a formally created subdivision, but which are part of a neighborhood where a sidewalk has been constructed to serve the lots within such neighborhood.

Subdivision - The lots, units, and other areas which are part of a development platted under the Michigan Land Division Act (or predecessor Act) or created under the Condominium Act.

Vegetation - Trees, shrubs, bushes, flowers, weeds, or any other type of plant growth.

Terms not expressly defined above shall have their customary dictionary meanings, taking into consideration the context and intent of this Ordinance.

Section 4 – Sidewalks

The following sections shall govern the development, construction and maintenance of sidewalks throughout the Township.

Section 5 – Sidewalk Development

- A. Sidewalks shall be installed along all internal roads, either public or private, within a subdivision and condominium developments consisting of lots or units smaller than one (1) acre which are approved following the date of adoption of this ordinance. Sidewalks shall also be installed along the public road frontage for all developments where such frontage is planned for sidewalk in the Township's non-motorized plan. It shall be the developer's responsibility to ensure that such sidewalks are installed, regardless of whether the construction of homes or other buildings on abutting lots is being undertaken by another party.
- B. Construction of required sidewalks shall be completed for each phase (if applicable) prior to the issuance of a final Certificate of Occupancy for any building or structure

located within said phase. If such phase is internal, a permanent or temporary pedestrian connection shall be established to existing or planned pedestrian facilities around the perimeter of the overall development. The developer shall be responsible for securing all necessary permits, paying all necessary fees, and obtaining necessary inspections from Howell Township, the Livingston County Road Commission, and/or the Michigan Department of Transportation.

- C. In order to ensure completion of the required sidewalks, the developer shall provide to the Township a cash bond, or an automatically renewable irrevocable letter of credit, in the amount of the estimated cost of the required sidewalks plus twenty five percent (25%) to guarantee the completion of such sidewalks. The cost estimate shall be approved by the Township Engineer. Said completion guarantee to be posted by the developer under this subsection shall be separate from the performance guarantee required under subsection 5(A)(4), unless covered by a performance guarantee required under the Township's Zoning Ordinance or any other ordinance of the Township. The escrow amount shall be returned to the developer upon completion of the sidewalk and approval by the Township Engineer and Zoning Administrator.
- D. Anyone constructing sidewalks in Howell Township pursuant to the requirements of this Ordinance shall first obtain a permit from the Township, using forms provided by the Township Clerk's office. A Township review escrow shall be established in accordance with the Schedule of Fees & Escrow Charges, for applicable portions of site plan review and inspection, and shall be deposited with the Township, along with plan submittal.
- E. In addition to the above construction, permit, and inspection fees, upon completion and approval of the sidewalk, the developer shall place, with the Township, a cash performance guarantee, or an automatically renewing irrevocable letter of credit, in the amount of twenty-five percent (25%) of the estimated cost of the sidewalk construction, as agreed upon by the Township Engineer and the developer, to be placed in the Township's Sidewalk Maintenance Fund and to be held for two (2) years following the final inspection of sidewalks by the Township Engineer. At the expiration of the two (2) year period, the guarantee will be reimbursed to the developer, provided that no damage has been done to the sidewalks by construction activities and that the sidewalks are in essentially the same condition as they were at the time of final inspection by the Township Engineer.

Section 6 – Sidewalk Construction Standards

Sidewalks installed pursuant to the requirements of this Ordinance shall be constructed according to the following standards and specifications:

- A. All construction shall comply with the requirements of the Township's Engineering Design Standards, as well as the requirements of the Livingston County Road Commission, ASTO standards and ADA requirements.

- B. Where unique and peculiar circumstances are present, such as extreme topography, dense mature trees and/or wetlands, and/or existing fixed objects, the Planning Commission, as a part of the site plan review process, shall be authorized to vary the location and/or specifications of sidewalk construction so as to minimize or avoid a safety hazard and/or adverse impacts upon natural features. Any and all required approvals from other governmental agencies shall be obtained by the developer with respect to all variances permitted by the Township.
- C. In general, sidewalks shall be constructed within the public road right-of-way or private road easement, as applicable, one (1) foot off the property line, and three (3) feet from *any* existing fixed object. Notwithstanding the foregoing requirement, if site conditions (such as physical obstructions, natural features, etc.) prohibit use of the public road right-of-way or private road easement, sidewalks required pursuant to this Ordinance may be constructed within easements on private property that have been granted by the owner. If private easements are needed, such private easements shall be fully executed, recorded at the Livingston County Register of Deeds, and a recorded copy provided to the Township prior to construction commencing.

Section 7 - Sidewalk Maintenance

- A. For sidewalks constructed after the effective date of this ordinance, the Township Board, pursuant to MCL 41.288a, may order the maintenance or repair of sidewalks in the Township because of health, safety, or general welfare of the residents of the Township.
- B. The following regulations shall apply to sidewalks in the Township:
 - 1. If the Township Board tentatively determines that maintenance or repair of sidewalks within a subdivision and/or adjacent to one or more lots may be necessary due to being in a condition of disrepair, or due to one or more other identified reasons:
 - a. The Township shall obtain the approval of the Michigan Department of Transportation or of the Livingston County Road Commission with regard to undertaking the maintenance and/or repair of sidewalks in a right-of-way within their respective jurisdiction.
 - b. A plan and cost estimate for maintenance and repair shall be prepared, along with an assessment roll based upon such cost estimate, allocating the cost of the project including the cost of inspection, engineering, legal, finance and administration, to the properties involved (e.g., the properties within the subdivision), and a notice of a public hearing shall be sent to owners of such lots, units and parcels. The notice shall include a basic description of the project, the cost estimate, and the tentative assessment amount, and shall be sent by first class mail to the last known address of

the owner of the properties based upon the current tax assessment records in the Township.

2. Following the public hearing, if the Township Board determines that the maintenance and/or repair of certain sidewalks is necessary due to being in a condition of disrepair, or due to one or more other identified reasons, the Board may adopt a resolution confirming the assessment roll and determining to contract for such maintenance and/or repair, and assess the costs to the properties involved in proportion to the respective benefits received, payable in five (5) annual installments, with interest; provided, however, prior to entering into such contract, the Township Board may, if requested in writing by persons representing a number of properties within the area to be assessed deemed sufficient by the Township Board, provide an opportunity within a reasonable time set by the Township for the respective property owners involved to have the sidewalks maintained and/or repaired at their own expense, according to specifications directed by the Township.
 3. A notice of assessment shall be sent to each property involved following entry into a contract for the maintenance and/or repair. If the amount of the contract is more or less than the cost estimate, the amount of the assessment upon each property shall be adjusted accordingly, provided, however, if the cost difference is more than ten percent (10%) higher than the estimate, the contract shall not be entered into, and the assessment shall not be finalized unless and until a new public hearing is noticed and held by the Township Board in the manner provided above.
- C. Assessments established under this Ordinance shall constitute a lien upon the property assessed and shall be collected, and delinquent assessment payments shall accrue interest and penalties, as provided for in Public Act No. 188 of 1954, as amended.

Section 8 - Private Maintenance and/or Repair of Sidewalks

- A. If an area of sidewalk is in a condition of disrepair resulting from the actions of one or more private property owners, such owner or owners shall repair such area of sidewalk. For purposes of this section, "actions" shall include, but shall not be limited to: surface drainage; on-site construction; vehicular traffic; and other site activities and actions resulting in a condition of disrepair. The Township will provide notice to the property owner of the condition of disrepair, and the notice shall provide that the property owner may contest the condition of disrepair at a hearing before the Board. In the event a hearing is not requested by the property owner, the property owner shall apply for a construction permit within five (5) business days of receipt of the notice. All repairs shall be made within ninety (90) days, weather permitting, following issuance of a Township construction permit, and in accordance with the standards in Section 2 of this Section.

- B. If damage or injury is caused as a result of a failure to promptly repair a condition of disrepair, as stated in Subsection A of this section, above, and if the Township had previously provided notice of the condition of disrepair and allowed an opportunity for hearing before the Township Board, the owners to whom such notice was sent shall be liable to the Township for any damages, costs and expenses incurred by the Township, including reasonable attorney fees expended by the Township. Notice of the actual cost of such repair shall be sent to the responsible person by the Township Clerk, with a demand for payment. If said person fails to pay such costs within thirty (30) days after notice, the Township Board may authorize civil action to collect such costs.
- C. In addition to the above, the Township Board, pursuant to MCL 41.288a, may order the repair of such sidewalk by the persons whose actions resulted in a condition of disrepair; and, if such repair is not made within the time stated in the order of the Township Board, and the sidewalk is within reasonable proximity of the property owned by the breaching party, the Township may proceed with the repairs and recover all costs and expenses incurred by the Township, plus a twenty-five percent (25%) administrative fee, by assessing the property of the owner or owners who failed to make the repairs required under this section. Such assessments shall be made in accordance with the procedure specified, above, in this section.
- D. As a condition to any recovery for injuries sustained by reasons of any defective sidewalk the injured person shall serve notice upon the Township within the time and in the manner prescribed by law (MCL 691.1404, as amended).

Section 9 – Removal of Snow and Ice

- A. Within 24 hours after the end of each accumulation of snow greater than one inch, the owner or occupant of every property shall remove the accumulation from the adjacent public sidewalk and walks and ramps leading to a crosswalk. The accumulation may be from any source, including precipitation and drifting. Furthermore, the removal of snow and ice shall mean: free of snow and ice for the entire constructed width and length of the sidewalk, including walks and ramps leading to a crosswalk.
- B. If the owner or occupant fails to remove snow or ice within 24 hours of a notice of violation having been served by attaching to the door, mailing by first class mail, or personal service, the Township may cause such snow or ice to be removed at the expense of the property owner. The owner of record shall then be charged the actual cost of the sidewalk clearance (time and material), plus an administrative fee as set forth in the Township fee schedule. All charges which remain unpaid as of October 1 of the current year shall become a lien against the subject property and may be added to the tax rolls for the property. One notice of violation per parcel per season shall be deemed adequate notice for the entire snow and ice removal season.

Section 10 - Prohibition of Obstruction of Sidewalks

- A. No person shall obstruct or cause or permit the obstruction of any sidewalk in the Township by the placement on such sidewalk of any object, debris or material of any kind or nature, or by suspending any sign, object or material within eight and one-half (8.5) feet above a sidewalk. This provision is not intended to create an obligation to modify natural accumulations of snow or ice.
- B. Subsection 6A shall not apply in circumstances in which a person is temporarily loading or unloading a vehicle adjacent to the property, if such person has, if reasonably required, secured a device reasonably calculated to warn users of the sidewalk of the obstruction so as to avoid injury and/or damage.

Section 11 – Permitted Uses of Sidewalks

Sidewalks within the Township shall be used for non-motorized transportation. To this end, all motorized transportation shall be prohibited, with the exception of devices for personal mobility assistance, including motorized chairs or similar devices. In addition, equestrian use of sidewalks shall be prohibited on sidewalks.

Section 12 - Severability

This Ordinance shall be deemed to be severable, and should any section, paragraph, or provision hereof be declared by the courts to be unconstitutional or invalid, such holdings shall not affect the validity of this Ordinance as whole or any part hereof, other than the part so declared to be unconstitutional or invalid.

Section 13 - Violation and Penalties

- A. Municipal Civil Infraction / Payment of Fine.

Any person, firm, or corporation violating a provision of this Ordinance, upon an admission or a finding of responsibility for such violation, shall be deemed responsible for a municipal civil infraction pursuant to Ordinance 132 of the Township's General Ordinances, and shall pay a civil fine as prescribed by ordinance or as determined by the district court, district court judge, or district court magistrate.

Section 14 – Repeal

All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 15 - Effective Date

This Ordinance shall be published in a newspaper of general circulation in Howell Township qualified under State law to publish legal notices and shall become effective 30 days after publication, as provided by law.

ROLL CALL VOTE:

YEAS: _____

NAYS: _____

ABSENT/ABSTAIN: _____

ORDINANCE DECLARED ADOPTED.

Mike Coddington, Supervisor

AFFIDAVIT OF POSTING AND PUBLICATION

I hereby certify that:

1. The above is a true copy of an Ordinance adopted by the Howell Township Board at a duly scheduled and noticed meeting held on September __, 2019.
2. The complete text of the Ordinance was posted at the Township Clerk's office and on the Township's website, <http://howelltownshipmi.org>, on September __, 2019.
3. The attached Notice of Adoption was published in the _____ newspaper, which circulates within Howell Township, on September __, 2019 (within 7 days after adoption).
4. Within 1 week after publication, I recorded the Ordinance in a book of ordinances, including date of adoption, township board members voting, and how each member voted.
5. I filed a copy of the Ordinance with the Livingston County Clerk on September __, 2019.

ATTESTED:

Jean Graham, Howell Township Clerk

AGENDA ITEM

9B(2)

**HOWELL TOWNSHIP
LIVINGSTON COUNTY
STATE OF MICHIGAN**

Ordinance No. 283
Pathway Regulation Ordinance

At a meeting of the Township Board of Howell Township, Livingston County, Michigan, held at the Howell Township Hall, 3525 Byron Road, Howell, MI 48855 on September 9, 2019, at 6:30 p.m., Township Board Member Hohenstein moved to introduce the following Ordinance for adoption, which motion was seconded by Township Board Member Rudnicki:

AN ORDINANCE REGULATING THE DEVELOPMENT, CONSTRUCTION, MAINTENANCE, AND SIGNAGE OF PATHWAYS; AUTHORIZING THE ISSUANCE OF PERMITS AND THE COLLECTING OF FEES FOR THE CONSTRUCTION OF PATHWAYS; AND PROVIDING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS.

THE TOWNSHIP OF HOWELL, LIVINGSTON COUNTY, MICHIGAN, ORDAINS:

Section 1 - Title

This Ordinance shall be known and may be cited as the Howell Township "Pathway Regulation Ordinance", and it shall be deemed sufficient in any action for the enforcement of the provisions hereof to define the same by such short title and by reference to the number hereof.

Section 2 - Purpose

The purpose of this Ordinance shall be:

1. To further secure and protect the general welfare and safety of the citizens and other persons within Howell Township.
2. To regulate the development and construction of Pathways within Howell Township.
3. To provide for the maintenance of those Pathways.
4. To provide for the installation and maintenance of signage along Township Pathways.
5. To authorize the issuance of permits for construction of Pathways.
6. To authorize the collection of fees for the construction of Pathways.
7. To provide for penalties upon the violation of these provisions.

Section 3 - Definitions

The following words and phrases, when used in this Ordinance, shall have the meanings respectively ascribed to them in this section:

Board - The Board of Trustees of Howell Township.

Commission or Planning Commission - The Planning Commission of Howell Township.

Committee - The Parks and Recreation Committee of Howell Township.

Condition of Disrepair - Having any one or more of the following characteristics; provided, however, that the existence of any one or more of these characteristics shall not create a presumption or other indication that such characteristics were the cause of any injury or damage which may occur:

1. **Hole** - Place where the surface is missing;
2. **Gap** - Separation of material proportion on the surface of the Pathway itself or between the Pathway and the adjacent surface;
3. **Rise or Drop** - Abrupt change in grade where one surface vertically separates from an adjacent surface;
4. **Tilt** - Incline where the Pathway surface has rotated and is no longer oriented in gradient or cross slope;
5. **Swell or Depression** - Place where the surface undulates due to uplift or subsidence of underlying materials.

Developer - An owner who is causing property to be developed, except for an owner who is constructing or causing to be constructed a single-family dwelling on a lot in a single-family residential district, but including an owner who is installing a private road on property or developing property as a subdivision, site condominium, condominium, site plan, or planned unit development.

Existing Fixed Object - An object that cannot be easily moved without the assistance of mechanical tools and/or without causing destruction to the property to which it is attached, including, but not limited to, buildings, driveways, utility poles, utility boxes and fences.

Owner - A person, firm, association, partnership, corporation or other legal entity or combination of them which may hold any ownership interest in property whether recorded or not.

Person - A natural person, firm, association, partnership, corporation or other legal entity.

Road, Public - A road accepted by dedication or otherwise by the Livingston County Road Commission.

Pathway Plan - The recommended and approved plan showing all planned Pathways, existing or future, that has been made part of the Township's adopted Non-motorized Plan.

Pathway - a constructed surface located in a public right-of-way, but separate from any improved portion of a roadway or highway, dedicated primarily for use by pedestrians and persons operating non-motorized vehicles. Further, a Pathway shall mean a certain type of non-motorized path constructed for the benefit of the general public in the Township, as shown on Township's adopted Non-motorized Plan

Street Lots - One or more lots which are not part of a formally created subdivision, but which are part of a neighborhood where a sidewalk has been constructed to serve the lots within such neighborhood.

Subdivision - The lots, units, and other areas which are part of a development platted under the Michigan Land Division Act (or predecessor Act) or created under the Condominium Act.

Vegetation - Trees, shrubs, bushes, flowers, weeds, or any other type of plant growth.

Terms not expressly defined above shall have their customary dictionary meanings, taking into consideration the context and intent of this Ordinance.

Section 4 – Pathways

The following sections shall govern the development, construction and maintenance of Pathways throughout the Township.

Section 5 – Pathway Development

The Planning Commission, as part of its annual preparation and review of capital improvements of public structures and improvements for the Township and in conjunction with the Parks and Recreation Committee, shall evaluate, update, and present any proposed changes to the Township's Non-motorized Plan. This plan shall be reviewed by the public at a public hearing held by the Planning Commission. Such plan shall be adopted by the Township Board after recommendation by the Planning Commission as part of the Township's Non-motorized Plan.

This plan shall guide development of a system of planned Pathways in the Township.

Section 6– Pathway Plan Implementation / Developer's Responsibilities

- A. All developers of property fronting on a public roadway (other than an internal street of a subdivision or condominium association regulated by the Sidewalk Regulation Ordinance) that has been designated for Pathway installation on the Township's Non-motorized Plan shall install such a path when they develop their property, in accordance with the standards outlined in this Ordinance.
- B. If the Planning Commission determines that the planned pathway along the frontage of the developer's property is not a high priority at the time of development, based on the Non-motorized Plan, the developer may be allowed to make a deposit into the Townships Pathway Fund to be used for future construction of the pathway system. Such deposits shall be a sum of money equivalent to 125% of the cost of construction of the path, including permit, engineering, and inspection fees. Except as otherwise provided below, the actual cost of construction, including fees, shall be determined by the Township Engineer, and shall be based on current cost in the industry for similar types of path construction. Space for such pathway in the form of road right-of-way or easement shall be provided to the Township for later construction.
- C. Unless the Township Board has allowed a developer to make a deposit in the Township Pathway Fund in lieu of constructing a pathway under Subsection 2(B), construction of the Pathway shall be completed for each phase (if applicable) prior to the issuance of a final Certificate of Occupancy for any building or structure located on the parcel or adjacent to which the Pathway is to be located. The developer shall be responsible for securing all necessary permits, paying all necessary fees, and obtaining necessary inspections from Howell Township, the Livingston County Road Commission, the Livingston County Drain Commissioner, for soil erosion, and/or the Michigan Department of Transportation or other agency having jurisdiction over a portion of the project.
- D. In order to ensure completion of the path, the developer shall provide to the Township a cash bond or an automatically renewing irrevocable letter of credit in the amount of the estimated cost of the Pathway plus twenty-five percent (25%) to guarantee the completion of such path. The cost estimate shall be approved by the Township Engineer. Said completion guarantee, to be posted by the developer under this subsection, shall be in separate from the performance guarantee required under Subsection 2(F), unless covered by a performance guarantee required under the Township's Zoning Ordinance or any other ordinance of the Township. The completion guarantee shall be returned to the developer upon completion of the Pathway and approval by the Township Engineer and Zoning Administrator.
- E. Anyone constructing a Pathway in Howell Township shall first obtain a permit from the Township, using forms provided by the Township Clerk's office. A Township review escrow shall be established in accordance with the Schedule of Fees & Escrow Charges, for applicable portions of site plan review and inspection, and shall be deposited with the Township, along with plan submittal.

- F. In addition to the above construction, permit, and inspection fees, upon completion and approval of the pathway, the developer shall place, with the Township, a cash performance guarantee, or an automatically renewing irrevocable letter of credit, in the amount of twenty-five percent (25%) of the estimated cost of the Pathway construction, as agreed upon by the Township Engineer and the developer, to be placed in the Township's Pathway Fund and to be held for two (2) years, following the final inspection of such path by the Township Engineer. At the expiration of the two (2) year period, the guarantee will be reimbursed to the developer, provided that no damage has been done to the Pathway by construction activities and that the path has been maintained per Section 4 of this ordinance in essentially the same condition as it was at the time of final inspection by the Township Engineer.

Section 7 - Pathway Construction Standards

Pathways shall be constructed according to the following standards and specifications:

- A. All construction shall comply with the requirements of the Township's Engineering Design Standards as well as the requirements of the Livingston County Road Commission where it is feasible and practicable.
- B. Where unique and peculiar circumstances are present, such as extreme topography, dense mature trees and/or wetlands, and/or existing fixed objects, the Planning Commission, as a part of the site plan review process, shall be authorized to vary the location of Pathway construction so as to minimize or avoid a safety hazard and/or adverse impact upon natural features.
- C. In general, Pathways shall be constructed within the road right-of-way, a minimum of one (1) foot off the property line, and two (2) feet from *any* existing fixed object. Where possible, a pathway shall be separated from the roadway by a minimum of five (5) feet. Notwithstanding the foregoing requirement, if site conditions (such as physical obstructions, natural features, etc.) prohibit use of the public road right-of-way, Pathways required pursuant to this Ordinance may be constructed within easements on private property that have been granted by the owner. If private easements are needed, such private easements shall be fully executed, recorded at the Livingston County Register of Deeds, and a recorded copy provided to the Township prior to construction commencing.

Section 8 - Pathway Maintenance

- A. The developer or successor of any section of approved Howell Township Pathway shall be responsible for the maintenance of such path for a period of two (2) years, commencing on the date of the path's final inspection by the Township Engineer. Upon the expiration of two (2) years and approval from the Township Engineer as to the acceptable condition of such path, the Township, shall take over the maintenance of such path and the developer's responsibility shall end.

- B. Owners of developed property abutting the pathway shall keep vegetation trimmed so that no portion of said vegetation extends over or within two (2) feet (horizontally) of the Pathway unless such vegetation is a minimum of eight and one-half (8.5) feet above the Pathway.
- C. Owners of developed property shall keep the portion of the Pathway that runs adjacent to their property free and clear of all debris, litter, leaves or branches, machinery, vehicles, equipment junk, and other items which may obstruct the use of the Pathway.
- D. Any person who negligently, intentionally, or maliciously causes damage to the Pathway shall be responsible for either one of the following:
 - 1. Repair and/or replacement of the affected portion of the Pathway, or
 - 2. The cost of repair to the Pathway.

The Township will provide notice to the property owner of the condition of disrepair, and the notice shall provide that the property owner may contest the condition of disrepair at a hearing before the Board. In the event a hearing is not requested by the property owner, the property owner shall apply for a construction permit within five (5) business days of receipt of the notice. Should the responsible person choose to repair and/or replace the Pathway, said repair shall be made to the standards in Section 7, within ninety (90) days, weather conditions permitting, following issuance of a Township construction permit.

If the responsible person opts to pay the cost of repair, notice of the actual cost of such repair shall be sent to the responsible person by the Township Clerk, with a demand for payment. If said person fails to pay such costs within thirty (30) days after notice, the Township Board may authorize civil action to collect such costs.

Upon repair and/or replacement of the damaged Pathway, the responsible person shall maintain the applicable section of Pathway for a period of two (2) years. This requirement maybe waived in situations where a minor section of the Pathway has been repaired and/or replaced upon petition to the Township Board.

- E. The Township shall establish a Pathway Maintenance Fund. This fund shall receive a portion of revenue generated by the Pathway millage each year, should one be adopted, as designated by the Township Board. These monies shall be used exclusively for Pathway maintenance, construction and improvement purposes.
- F. Non-motorized pathways are intended for general public use during times when accumulations of snow and/or ice are not on the Pathways. The Township may, but is not obligated to, provide limited winter maintenance on pathways within the Township.

Section 9 -Pathway Signage

The Parks and Recreation Committee may develop, in conjunction with the Non-motorized Plan, a plan for signage along each section of pathway as it is proposed for construction. The Committee may require signs with the public right-of-way or applicable Pathway easement under the following circumstances and for the following reasons:

- A. As part of a developer's responsibility in constructing the path as approved by the Township Engineer.
- B. As part of the Township's responsibility when the Township assumes the maintenance of any portion of each path
- C. To prohibit all motorized vehicles from using the path, excepting:
 - 1. Vehicles for the physically disabled designed for use by one individual at a time.
 - 2. Light duty maintenance vehicles authorized by the Township.
 - 3. Emergency Vehicles.
- D. To alert pathway traffic to hidden driveways or similar hazards.
- E. To include pavement markings where appropriate to provide advanced warning of approaching intersections.
- F. To alert approaching motorists to the presence of the pathway.
- G. To indicate limited winter maintenance.

The standards for signs including, but not limited to, sign size, material, location in relation to the pathway as well as the roadway, height and method of installation shall be in accordance with established Livingston County Road Commission sign standards.

Section 10 – Permitted Uses of Pathways

Pathways within the Township shall be used for non-motorized transportation. To this end, all motorized transportation shall be prohibited, with the exception of devices for personal mobility assistance, including motorized chairs or similar devices. In addition, equestrian use of such pathways shall be prohibited.

Section 11 - Prohibition of Obstruction of Pathways

- A. No person shall obstruct or cause or permit the obstruction of any Pathway in the Township by the placement on such Pathway of any object, debris or material of any

kind or nature, or by suspending any sign, object or material within eight and one-half (8.5) feet above a Pathway. This provision is not intended to create an obligation to modify natural accumulations of snow or ice.

- B. Subsection A shall not apply in circumstances in which a person is temporarily loading or unloading a vehicle adjacent to the property, if such person has, if reasonably required, secured a device reasonably calculated to warn users of the Pathway of the obstruction so as to avoid injury and/or damage.

Section 12 - Severability

This Ordinance shall be deemed to be severable, and should any section, paragraph, or provision hereof be declared by the courts to be unconstitutional or invalid, such holdings shall not affect the validity of this Ordinance as whole or any part hereof, other than the part so declared to be unconstitutional or invalid.

Section 13 - Violation and Penalties

- A. Municipal Civil Infraction / Payment of Fine.

Any person, firm, or corporation violating a provision of this Ordinance, upon an admission or a finding of responsibility for such violation, shall be deemed responsible for a municipal civil infraction pursuant to Ordinance 132 of the Township's General Ordinances, and shall pay a civil fine as prescribed by ordinance or as determined by the district court, district court judge, or district court magistrate.

- B. Other Proceedings

The Township Board may institute injunction, or any other appropriate action, actions or proceedings to prevent, enjoin, or abate any violations of this Ordinance. The rights and remedies provided herein are cumulative and in addition to all other remedies provided by law.

Section 14 – Repeal

All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 15 - Effective Date

This Ordinance shall be published in a newspaper of general circulation in Howell Township qualified under State law to publish legal notices and shall become effective 30 days after publication, as provided by law.

ROLL CALL VOTE:

YEAS: _____

NAYS: _____

ABSENT/ABSTAIN: _____

ORDINANCE DECLARED ADOPTED.

Mike Coddington, Supervisor

AFFIDAVIT OF POSTING AND PUBLICATION

I hereby certify that:

1. The above is a true copy of an Ordinance adopted by the Howell Township Board at a duly scheduled and noticed meeting held on September __, 2019.
2. The complete text of the Ordinance was posted at the Township Clerk's office and on the Township's website, <http://howelltownshipmi.org>, on Septmeber __, 2019.
3. The attached Notice of Adoption was published in the _____ newspaper, which circulates within Howell Township, on Septmeber __, 2019 (within 7 days after adoption).
4. Within 1 week after publication, I recorded the Ordinance in a book of ordinances, including date of adoption, township board members voting, and how each member voted.
5. I filed a copy of the Ordinance with the Livingston County Clerk on Septmeber __, 2019.

ATTESTED:

Jean Graham, Howell Township Clerk

AGENDA ITEM

10B

ROAD FUND

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

	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Beginning Fund Balance	\$1,235,898	\$1,235,898	\$1,235,898	\$1,235,898	\$1,213,288	\$1,015,911	\$889,859	\$875,046	\$850,046	\$850,046	\$960,046	\$1,070,046	\$1,180,046	\$1,180,046	\$1,180,046	\$1,180,046
Property Tax Revenue																
Allen Rd (Owosso-Grandall)																
Owosso Rd (Allen-Grand River)																
Fisher Rd (Oak Grove-Curve)					\$44,922											
Henderson Rd (Brewer-Oak Grove)					\$152,455											
Road Chloride Expense						\$26,052	\$48,175									
Ending Fund Balance	\$1,235,898	\$1,235,898	\$1,235,898	\$1,213,288	\$1,015,911	\$989,859	\$875,046	\$850,046	\$850,046	\$960,046	\$1,070,046	\$1,180,046	\$1,180,046	\$1,180,046	\$1,180,046	\$1,180,046

AGENDA ITEM

10D

Residential Land Use

Permit #	Contractor	Job Address	Fee Total
P19-107	BERGMAN RONALD AND MEL	5454 BYRON	\$75.00
Work Description: 30 X 40 X 12 POLE BARN			
P19-095	BITOFF SCOTT AND JENNIFER	3467 RIVERTON DR	\$75.00
Work Description: AGRICULTURAL POLE BARN 32' X 48' X 14'.			
P19-110	PENNALA ERIC AND REBECC	5641 W ALLEN	\$10.00
Work Description: BUILDING A 20 X 20 HORSE SHELTER			
P19-101	DUQUET DONALD AND ROSE	4425 MARWOOD DR	\$50.00
Work Description: 18 X 14 DECK ON REAR OF HOME			
P19-098	MC LEISH JOHN F & DONNA	4065 MARWOOD DR	\$10.00
Work Description: TEAR OFF AND REPLACE SHINGLES ON HOUSE AND GARAGE.			
P19-097	VAN BUSKIRK ANDREW AND	3463 AMBER OAKS DR	\$50.00
Work Description: BLACK CHAIN LINK 4' FENCE.			
P19-103	WESTVIEW CAPITAL LLC	146 PINE COVE TRL	\$105.00
Work Description: 1,830 SQ FT DWELLING FULL UNFINISHED BASEMENT, AND 2 CAR ATTACHED GARAGE.			
P19-096	WESTVIEW CAPITAL LLC	3016 IVY WOOD CIR	\$105.00
Work Description: 1,830 SQ FT 2 STORY DWELLING ON A FULL UNFINISHED BASEMENT WITH A 2 CAR ATTACHED GARAGE AND A 10 X 10 CEMENT PATIO.			
P19-104	WESTVIEW CAPITAL LLC	3020 IVY WOOD CIR	\$105.00
Work Description: 2,022 SQ FT 2 STORY DWELLING ON A FULL UNFINISHED BASEMENT, A 2 CAR ATTACHED GARAGE AND A 10 X 10 PATIO.			
P19-102	WESTVIEW CAPITAL LLC	3030 IVY WOOD CIR	\$105.00
Work Description: 1,120 SQ FT BI-LEVEL DWELLING WITH A FINISHED BASEMENT AND A 2 CAR ATTACHED GARAGE.			
P19-105	SKINNER DONALD	3430 BOWEN	\$75.00
Work Description: 16' X 20' ADDITION ON REAR OF HOUSE.			
P19-099	HOUGH DANIEL & MICHELLE	440 HENDERSON	\$10.00
Work Description: WATERPROOF BASEMENT			
P19-109	PARKER TIMOTHY C & PHYLLI	2610 OAK GROVE RD	\$50.00
Work Description: ADDING A ROOF OVER AN EXISTING DECK / PORCH			
P19-100	MCEVOY JAMES T & MARIA G	2250 KAREN DR	\$50.00

Work Description: ROOF MOUNTED SOLAR ARRAY

P19-108	DOUGLAS CRAIG A II AND JE	1907 OAK GROVE RD	\$50.00
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Work Description: DEMOLITION OF OLD HAY BARN

P19-094	SAVOIE KATHERINE	2685 THISTLEWOOD DR	\$10.00
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Work Description: REMOVE AND REPLACE SHINGLE

P19-106	ALLRED DAVID AND LAURA	160 N BURKHART	\$50.00
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Work Description: FENCE OFF THE BACK OF THE HOME

Total Permits For Type: 17

Total Fees For Type: \$985.00

Sewer Connection

Permit #	Contractor	Job Address	Fee Total
PWS19-030	WESTVIEW CAPITAL LLC	146 PINE COVE TRL	\$0.00
Work Description:			
PWS19-032	WESTVIEW CAPITAL LLC	3016 IVY WOOD CIR	\$0.00
Work Description:			
PWS19-028	WESTVIEW CAPITAL LLC	3020 IVY WOOD CIR	\$0.00
Work Description:			
P17-164	G L B PARTNERS LLC	3030 IVY WOOD CIR	\$0.00
Work Description:			

Total Permits For Type: 4

Total Fees For Type: \$0.00

Water Connection

Permit #	Contractor	Job Address	Fee Total
PWS19-031	WESTVIEW CAPITAL LLC	146 PINE COVE TRL	\$0.00
Work Description:			
PWS19-033	WESTVIEW CAPITAL LLC	3016 IVY WOOD CIR	\$0.00
Work Description:			
PWS19-029	WESTVIEW CAPITAL LLC	3020 IVY WOOD CIR	\$0.00
Work Description:			

P17-163

G L B PARTNERS LLC

3030 IVY WOOD CIR

\$0.00

Work Description:

Total Permits For Type:	4
Total Fees For Type:	\$0.00

Report Summary

Population: All Records

Permit.DateIssued Between
8/1/2019 12:00:00 AM AND
8/31/2019 11:59:59 PM

Grand Total Fees:	\$985.00
Grand Total Permits:	25

AGENDA ITEM

10E

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

MTT UPDATE:

Burkhart Ridge v Howell Township: Prehearing Conference scheduled for September 12, 2019. Petitioner has failed to file a valuation statement. With this lack of effort on the petitioner's part, my hope is the appeal will be dismissed.

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

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

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

Amerilodge v Howell Township: Filed answer to appeal on August 21st. Waiting for General Call Hearing date.

SMALL CLAIMS TRIBUNAL: No pending litigation.

ASSESSING OFFICE:

ASSESSOR: Mailed out letters to the residents in Section 31. These letters inform the taxpayer that their property will be visited by the assessor. This fieldwork will start right after Labor Day.

OTHER: Processed the last payroll in August for the Clerk.

AGENDA ITEM

10G

MHOG Meeting:
August 21, 2019
5pm

Water Usage - July:

Water treatment for July was down about 21% over July 2018. The wet summer has reduced the need for water and effected revenues.

Projects:

Moving forward with construction of storage/service building. Staff has discovered more cost savings of over \$6,000.

Audit:

Reviewed year-end audit. Finished FY 2019 at \$92,572 under budget. Predict FY 2020 to end with a loss under \$10,000. Board approved increasing the O&M rate from \$4.10 to \$4.15 per 1,000 gallons. This is the first increase since 2015. There are no proposed increases for Debt Service Fee or Readiness to Serve rate.

Property:

Discussion on MHOG property on Mason Road.

Respectfully submitted,
Jonathan Hohenstein

AGENDA ITEM

10H

**HOWELL TOWNSHIP
PLANNING COMMISSION MEETING
AUGUST 27, 2019 SYNOPSIS**

- Meeting began at 6:30 P.M.
- **MOTION** carried “to approve the August 27, 2019 Planning Commission agenda as amended: add item 12. C. under ‘Unfinished Business’ to discuss the sidewalk/pathway ordinance memos to the Board”
- Final site plan review: Chestnut Development, LLC, parcel #4706-27-100-025, file #PC-2019-09
 - **MOTION** carried 6 to 0 “to recommend approval of the final site plan, conditional that the applicant addresses all outstanding issues stated in the planner’s review dated 08.20.2019, excluding item 7, and all outstanding issues on the engineer’s review dated 08.19.2019, as well as being granted the proposed variance for setbacks, receive wetland permit from EAGL, set up an escrow for the cost of the sidewalk along M-59 plus 25%, and receive approval from all other outside government agencies.”
- Preliminary & final set plan review: RAND Construction, parcel #4706-28-401-031, file #PC-2019-07
 - **MOTION** carried 7 to 0 “to recommend approval of the preliminary and final site plan, conditional that all outstanding items stated in the planner’s and engineer’s review are addressed and the applicant receives approval from all other necessary outside government agencies.”
- Preliminary & final site plan review: Dependable Services Group, parcel #4706-28-100-038, file #PC-2019-08
 - **MOTION** carried 7 to 0 “to recommend approval of the preliminary and final site plan, conditional that all requests stated on the planner’s review dated 08.21.2019 and all requests stated on the engineer’s review dated 08.20.2019, approval is granted from all other necessary outside government agencies, and if a sign is proposed to be on the building the applicant must provide a sign permit with the site plan.”
- **MOTION** carried “to set a public hearing to take place at the Tuesday, September 24, 2019 Planning Commission meeting regarding the Innovation Zone Map changes.”
- **MOTION** carried “to submit the pathway and sidewalk ordinances memo dated 07.30.2019 to the Howell Township Board of Trustees, presented with the proposed ordinances, the changed zoning map, and the results of the Howell Township Parks and Rec Resident’s Survey.”
- **MOTION** carried “to adjourn” at 7:50 P.M.

AGENDA ITEM

10J

Howell Township Treasurer

From: Howell Township Assessor
Sent: Thursday, August 15, 2019 2:10 PM
To: Howell Township Treasurer; Howell Township Clerk
Subject: WWTP Recap 8/14/2019

All,

Below are the topics that were discussed. Some are in the monthly report that James Soper provided. Meeting lasted 55 minutes and was attended by James Soper, Jim Aulette, and myself.

James asked about our internet connection at the WWTP. Training videos play very slowly at the plant. James is going to investigate the speed coming into the computer and I will check on the age of the computers being used. We are supposed to have U-verse high speed out there now. Jerry was happy with the speed.

- Mercury Sampling went well!
- Four daily effluent violations in July (8th, 25th, 28th, 29th)
- Looking into flow pacing the ferric chloride feed pumps. There is a large difference in the flow. Night time flow is 100,000 gallons per day and the daytime flow is 250,000 gallons per day.
- Having Alexander Chemical do a jar test to see if there are any alternative chemicals the plant could benefit from instead of using ferric.
- Considering adding a caustic feeding system to the end of the plant. This would increase the PH prior to the effluent sampling point.
- Jim Aulette took both James and Randail around to the various lift stations and did training on how each should be handled.
- Biotech did not haul sludge in July but has started now in August.
- See page 3 of the report under Maintenance and Repair for additional items. (James read this to us so nothing to add.)

Follow up Questions I asked:

- What role is Clint playing now that the two top positions have been filled? James said "Clint calls every day to check in." Jim echoed this by saying "Clint is a workaholic and knows the plant inside and out. He is determined to see this arrangement be a success."
- How is it going working alongside Andre? James said "Going well. They are both committed to learning all the nuances of the plant."

Thanks,
Brent Kilpela

Assessor
Howell Township
(517) 546-2817 x111

Summary

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

Items Requiring Action

We would like further discussion and consideration on the following:

Criticality**	Request	Impact	Est. Cost	Timing
High	Detail collection system maintenance scope in a contract revision that includes changing the part-time operator position to a full-time position.	Developing a collection system maintenance program and proactive collection system checks for areas that need cleaning. Addressing grease problems. Organize sewer cleaning and televising. Response to customer service calls and new tap/cut off inspections. Mercury minimization plan sampling and reporting.	TBD	Inframark is developing a proposal that will be presented to the Howell Township Board.
High	Replace one UV system module. UV system currently has 3 of original 4 UV modules in service. There is no backup in the event of a significant failure to one of the existing modules. Attached to this report is a quote for a cost to purchase a 4 th module.	Bring UV system back to original capacity with 4 working modules. Under normal flow conditions 2 or 3 modules are necessary to maintain disinfection. With only 3 modules, there is no backup in the event of a failure.	\$30,000	Upon Township request, Inframark will be providing more information regarding shipping and installation costs to help the board with this decision.

Operations

The treatment plant experienced effluent pH daily violations on July 8, 25, 28, and 29. We are continuing to experience difficulties maintaining a constant effluent pH above 6.5 SU while also dosing ferric to maintain effluent total phosphorus results below 0.50 mg/L. The chemical ferric chloride is added to the process to remove the phosphorus. However, ferric chloride is an acid and lowers the pH. Too little addition of ferric results in high effluent phosphorus and too much results in low effluent pH. This leaves a small target window for dosing that changes as conditions in the plant change. We conducted a conference call discussion with the Inframark internal operation support team and came away with the following recommendations.

- Investigate the possibility of flow pacing the ferric chloride chemical feed pumps with the effluent flow meter. Currently the dosing of ferric is manually set and doses the same continuous rate even though flows vary widely throughout the day. We are requesting that UIS evaluate the options to provide flow pacing of the chemical pumps with quotes to perform the work.
- Look into alternative chemicals that can be used to precipitate the phosphorus from the wastewater without lowering pH. We have asked Alexander chemical to perform jar testing on other products available, such as Poly Aluminum Chloride (PAC).
- Consider the addition of caustic soda after filtration to increase the pH prior to effluent sampling point.
- We are also evaluating the potential to add a second ferric chloride dosing point to the front portion of the biolac basin where the influent and RAS flows enter.

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

Biotech did not haul sludge in July as hoped. We are doing our best to stretch the available room left in the holding tanks to make it into August. The sludge tanks are full.

Maintenance & Repair

A copy of the monthly maintenance report is attached. A total of 32 preventive maintains work orders were completed.

All the available new diffuser assemblies have now been installed (original 13 that were ordered). The old diffuser assemblies have been taken apart into the individual parts, so we can go through them and replace the worn-out parts and retain for further use the parts that can be salvaged. We'd like to order another set of new diffusers to swap out an additional row as we begin the rebuilding process on the assemblies that are being removed.

The #2 clarifier drive motor was replaced by UIS on July 17th. The wiring for the #2 clarifier drive motor was then replaced on July 22nd, due to an unrelated fault in the wiring.

The small shrubs that had taken root around the lagoon banks were removed on June 29th and 30th.

A small portable water pump was purchased from Harbor Freight to pump the water from structure manholes around Grand River lift station at the request of Giffels Webster. This pump will be handy to have around for other uses as well.

A copy of the lift station checks and run time data report is attached. The portable generator was used during a power outage at Burkhart Rd lift station, and it was refueled upon returning it back to storage. The phone line to the dialer at LS 7 was repaired by AT&T. A new window style air conditioner was purchased and installed at the Grand River lift station to keep the control panel room under 100 degrees. The old air conditioner stopped working which caused alarms each day the temperatures were hot enough to raise the inside above 100 degrees.

Miss Dig System

A total of 150 requests for sewer line locates were received in June. Of those 118 were responded to as no potential conflict to the township sewers and 32 locates were marked with paint and flagging.

Health & Safety

There were no safety incidents in July.

Personnel

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

Howell Township
Waste Water Treatment Plant
Special Meeting: September 5, 2019 10-11:20 am

Attending: Clint Houseworth, James Soper, Mike Moler, Brent Kilpela, Jean Graham, Jonathan Hohenstein, Mike Coddington – by phone

Mike Moler from Inframark introduced himself. Discussion on additional personnel for:

- Creating and maintaining collection system

- Fats, Oils, Grease (FOG) plan and implementation

- Other areas of concern

Our current contract calls for 2.5 full time workers. Mike sees the need with these added items to increase to 3.5 full time workers.

Inframark will be putting together a proposal and would like the WWTP Committee to help refine the proposal before Board action.

Respectfully submitted,
Jonathan Hohenstein



Aftermarket - Quotation

1401 W. Cypress Creek Road - Suite 100, Fort Lauderdale, FL 33309
 1- 888 PARKSON

562 Bunker Court, Vernon Hills, IL 60061
 1-800-249-2140

*** The Quotation is submitted pursuant to Parkson Corporation's Aftermarket Terms and Conditions, which are attached hereto**

Quote Name	Howell WWTP, MI BL 500090 CMH 8-23-19	Created Date	8/23/2019
Quote Number	00025198	Expiration Date	9/23/2019
Prepared By	Chris Hall	Contact Name	James Soper
Phone	(954) 917-1839	Phone	(517) 518-1355
Email	chall@parkson.com	Email	james.soper@inframark.com
Fax	(954) 252-3775		

Bill To Name	_____	Ship To Name	_____
Freight	Prepay and Add	Payment Terms	Net 30
		Estimated Delivery	1 week ARO
		FOB:	Origin

Item Number	Product	Line Item Description	Quantity	Sales Price	Total Price
1001762	Assy,Biofuser2004,w/oCounterwt		14.00	\$426.00	\$5,964.00
0900100-	x- Packaging and Handling for orders under \$2,000.00 / Waived for Credit Card Orders / Does Not Including Shipping Cost / Actual Freight Cost will be Charged		1.00	\$25.00	\$25.00
0900000-	x- Freight	To Be Determined	1.00	\$0.00	\$0.00

Approx \$2000

Line Items	3	Subtotal	\$5,989.00
		Total Price	\$5,989.00

Please complete information below:

BILL TO Name: _____	SHIP TO Name: _____
Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____
PO #: _____	SHIP TO Attn of: _____
Bill to - Email: _____	Phone: _____

All amounts expressed in US Dollars

Quote Acceptance Information

Signature
 Name
 Title
 Date

RECEIVED
 SEP 05 2019
 HOWELL TOWNSHIP

AGENDA ITEM

10K

Howell Township Clerk

From: Tim Church <TChurch@howellrecreation.org>
Sent: Tuesday, September 3, 2019 12:56 PM
To: Sean Dunleavy; tammybeal@mariontownship.com; Howell Township Clerk; dianalee1963@gmail.com; Robert Ellis
Subject: HAPRA Update

Hi Everyone,

Just wanted to touch base with some updates as we start the new "Fall" season. We received our Freudenburg Grant Money, we were expecting it to be between \$52,000-\$55,000 and we received \$62,000. We have also started the process to renew for this grant for the next 3 years. As our seasons begin to change so do our programs, which means we begin our indoor sports programs both for youth and adults, which come with their own problems. Once again we are having troubles with the Athletic Department and the abilities to reserve gym locations for mainly our Adult Sports program and dealing with the 3 Fires principal for gym space there. I have reached out to Erin and Rick to meet regarding this and I am waiting for a response, the email I sent must have sparked something because Jaime at least heard back from Athletic Director (which took 2 weeks for him to return her emails/calls) I will keep everyone posted as this progresses. With that said, I am putting together a presentation for our board for the September 17 as it was asked of me in our August meeting, I will be adding how the schools facilities impact our programs success and what problems have occurred. Last note, I should have the Melon Festival numbers for what we owe the city by the end of this week, I also plan to share final over all numbers with the board for Melon Festival at the September meeting. I do want to let everyone know that the rumors are the new Howell Teachers contract that was approved on August 19th has next years schedule being August 17- May 29th, so this not only will effect Melon Festival but we will be looking at when our program guide needs to be released along with when program offering begin and end.

I hope everyone had a great holiday weekend and if you have any questions please feel free to reach out,
Tim

AGENDA ITEM

12

Howell Township
Invoice and Check Registers

As of 9/5/2019

Vendor Description GI Distribution
 Inv Num Inv Ref#
 Inv Date Entered By
 Due Date
 Inv Amt
 Amt Due
 Status
 Jnlized Post Date

8/5/2019 18001 DTE ENERGY 08/05/2019 08/27/2019 85.48 0.00 Paid Y
 391 N BURKHART AUG 2019 BRENT KILPELA
 592-442-920.00 WWTW ELECTRICITY EXPENSE 85.48 08/08/2019

8/5/19 18002 DTE ENERGY 08/05/2019 08/27/2019 108.11 0.00 Paid Y
 1009 N BURKHART AUG 2019 BRENT KILPELA
 592-442-920.00 WWTW ELECTRICITY EXPENSE 108.11 08/08/2019

8/5/2019 18003 DTE ENERGY 08/02/2019 08/26/2019 158.23 0.00 Paid Y
 2700 TOOLEY AUG 2019 BRENT KILPELA
 592-442-920.00 WWTW ELECTRICITY EXPENSE 158.23 08/08/2019

8/2/2019 18004 DTE ENERGY 08/02/2019 08/26/2019 325.44 0.00 Paid Y
 2571 OAKGROVE AUG 2019 BRENT KILPELA
 592-442-920.00 WWTW ELECTRICITY EXPENSE 325.44 08/08/2019

601011928279 18005 CONSUMERS ENERGY 08/01/2019 08/27/2019 34.53 0.00 Paid Y
 391 N BURKHART AUG 2019 BRENT KILPELA
 592-442-922.00 WWTW NATURAL GAS EXPENSE 34.53 08/08/2019

201183898860 18006 CONSUMERS ENERGY 08/05/2019 08/28/2019 147.63 0.00 Paid Y
 2571 OAKGROVE AUG 2019 BRENT KILPELA
 592-442-922.00 WWTW NATURAL GAS EXPENSE 147.63 08/08/2019

97218 18007 TRUE VALUE HARDWARE 08/07/2019 08/15/2019 41.99 0.00 Paid Y
 TUBING BRENT KILPELA
 592-442-956.00 WWTW MISCELLANEOUS EXPENSE 41.99 08/08/2019

97146 18008 TRUE VALUE HARDWARE 08/02/2019 08/15/2019 89.99 0.00 Paid Y
 COMMERCIAL LADDER BRENT KILPELA
 592-442-956.00 WWTW MISCELLANEOUS EXPENSE 89.99 08/08/2019

530357652 18009 UIS SCADA 08/01/2019 08/31/2019 643.50 0.00 Paid Y
 SERVICE CALL BRENT KILPELA
 592-442-801.00 WWTW CONTRACTED SERVICES EXPENSE 643.50 08/08/2019

530357653 18010 UIS SCADA 08/01/2019 08/31/2019 109.15 0.00 Paid Y
 SERVICE CALL BRENT KILPELA
 08/08/2019

Inv Num	Vendor	Description	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	GI Distribution		Entered By					Post Date
517548388807		WWTB CONTRACTED SERVICES EXPENSE			109.15			
18011	AT&T		07/28/2019	08/19/2019	84.05	0.00	Paid	Y
	517 548-3888 FOR AUG 2019		BRENT KILPELA					08/08/2019
	592-442-850.00	WWTB TELEPHONE EXPENSE			84.05			
11082018-115								
18012	GENOA TOWNSHIP DPW		07/30/2019	08/15/2019	5,397.82	0.00	Paid	Y
	MHOG UTILITY DEPT		BRENT KILPELA					08/08/2019
	592-442-801.00	WWTB CONTRACTED SERVICES EXPENSE			5,397.82			
497								
18013	CHLORIDE SOLUTIONS, LLC		07/13/2019	08/12/2019	961.26	0.00	Paid	Y
	DUST CONTROL		BRENT KILPELA					08/08/2019
	204-000-802.00	ROAD CHLORIDE EXPENSE			961.26			
505								
18014	CHLORIDE SOLUTIONS, LLC		07/20/2019	08/19/2019	3,728.84	0.00	Paid	Y
	DUST CONTROL		BRENT KILPELA					08/08/2019
	204-000-802.00	ROAD CHLORIDE EXPENSE			3,728.84			
519								
18015	CHLORIDE SOLUTIONS, LLC		07/27/2019	08/26/2019	11,488.08	0.00	Paid	Y
	DUST CONTROL		BRENT KILPELA					08/08/2019
	204-000-802.00	ROAD CHLORIDE EXPENSE			11,488.08			
533								
18016	CHLORIDE SOLUTIONS, LLC		08/02/2019	09/01/2019	9,613.06	0.00	Paid	Y
	DUST CONTROL		BRENT KILPELA					08/08/2019
	204-000-802.00	ROAD CHLORIDE EXPENSE			9,613.06			
0002698109								
18017	LIVINGSTON DAILY PRESS & ARGUS		07/31/2019	08/20/2019	256.00	0.00	Paid	Y
	JULY PUBLICATIONS		BRENT KILPELA					08/13/2019
	101-247-900.00	BOARD OF REVIEW PRINTING & PUB EXP			50.00			
	101-101-900.00	TWP BOARD PRINTING & PUBLICATION EXPENS			206.00			
TD1724								
18018	GREEN OAK TWP TREASURER'S OFFICE		08/07/2019	09/06/2019	20.00	0.00	Paid	Y
	2019 SUMMER DEFERMENT AD		BRENT KILPELA					08/13/2019
	101-253-900.00	TREASURER PRINTING & PUBLICATION EXPENS			20.00			
4023295880								
18019	CINTAS CORPORATION #725		06/05/2019	08/13/2019	71.24	0.00	Paid	Y
	BLUE MATS		BRENT KILPELA					08/13/2019
	101-265-775.00	TWP HALL OFFICE CLEANING & MAINT EXPENS			71.24			

4026988217	CINTAS CORPORATION #725	07/31/2019	08/13/2019	71.24	0.00	Paid	Y	08/13/2019
18020	BLUE MATS	BRENT KILPELA						
	101-265-775.00	TWP HALL OFFICE CLEANING & MAINT EXPENS		71.24				
48368	FAHEY SCHULTZ BURZYCH RHODES	08/02/2019	08/13/2019	1,327.50	0.00	Paid	Y	08/13/2019
18021	CROSSROADS OUTDOOR LITIGATION	BRENT KILPELA						
	101-268-801.01	TWP AT LARGE LEGAL EXPENSE		1,327.50				
48369	FAHEY SCHULTZ BURZYCH RHODES	08/02/2019	08/13/2019	995.00	0.00	Paid	Y	08/13/2019
18022	GENERAL	BRENT KILPELA						
	101-268-801.01	TWP AT LARGE LEGAL EXPENSE		995.00				
48370	FAHEY SCHULTZ BURZYCH RHODES	08/02/2019	08/13/2019	2,542.00	0.00	Paid	Y	08/13/2019
18023	OAKLAND TACTICAL	BRENT KILPELA						
	101-268-801.01	TWP AT LARGE LEGAL EXPENSE		2,542.00				
124748	BS&A SOFTWARE	08/01/2019	09/01/2019	8,020.00	0.00	Paid	Y	08/13/2019
18024	ANNUAL SUPPORT 2019-2020	BRENT KILPELA						
	101-265-728.00	TWP HALL COMPUTER SUPPORT EXPENSE		4,723.00				
	101-265-851.00	TWP HALL WEB SITE EXPENSE		3,297.00				
8/1/2019	CAREFREE MAINTENANCE CO.	08/01/2019	08/13/2019	230.00	0.00	Paid	Y	08/13/2019
18025	JULY CLEANING	BRENT KILPELA						
	101-265-775.00	TWP HALL OFFICE CLEANING & MAINT EXPENS		230.00				
200281605334	DTE ENERGY	08/01/2019	09/10/2019	428.51	0.00	Paid	Y	08/13/2019
18026	STREET LIGHTS	BRENT KILPELA						
	101-268-920.00	TWP AT LARGE STREETLIGHT EXPENSE		428.51				
550770	CULLIGAN WATER	07/31/2019	08/30/2019	43.74	0.00	Paid	Y	08/13/2019
18027	WATER DELIVERY (5 JUGS)	BRENT KILPELA						
	101-265-727.00	TWP HALL KITCHEN/BATH SUPPLIES EXPENSE		43.74				
97254	TRUE VALUE HARDWARE	08/09/2019	08/15/2019	2.59	0.00	Paid	Y	08/13/2019
18028	KEYS	BRENT KILPELA						
	592-442-956.00	MWTP MISCELLANEOUS EXPENSE		2.59				

Inv Num Vendor Inv Date Entered By Due Date Inv Amt Amt Due Status Jnlized Post Date

Inv Ref# Description GL Distribution 592-442-956.00 WWTp MISCELLANEOUS EXPENSE 515.82

0819-108895 BRIGHTON ANALYTICAL 08/07/2019 09/06/2019 216.00 0.00 Paid Y 08/15/2019

18039 MERCURY TESTING 592-442-801.00 WWTp CONTRACTED SERVICES EXPENSE 216.00

8/19/2019 HOWELL PUBLIC SCHOOLS 08/19/2019 08/19/2019 52,658.51 0.00 Paid Y 08/19/2019

18040 SUMMER 2019 TAXES 8/1/19 - 8/15/19 BRENT KILPELA 52,658.51

8/19/2019 703-000-225.00 TAX DUE TO HOWELL SCHLS DEBT SUMMER 52,658.51

8/19/2019 HOWELL PUBLIC SCHOOLS 08/19/2019 08/19/2019 143,580.27 0.00 Paid Y 08/19/2019

18041 SUMMER 2019 TAXES 8/1/19 - 8/15/19 BRENT KILPELA 143,580.27

8/19/2019 703-000-225.01 TAX DUE TO HOWELL SCHLS OPER SUMMER 143,580.27

8/19/2019 LIVINGSTON COUNTY TREASURER 08/19/2019 08/19/2019 106,360.87 0.00 Paid Y 08/19/2019

18042 SUMMER 2019 TAXES 8/1/19 - 8/15/19 BRENT KILPELA 106,360.87

8/19/2019 703-000-228.01 TAX DUE TO COUNTY SET SUMMER 106,360.87

8/19/2019 STATE OF MICHIGAN 08/19/2019 08/19/2019 4,039.50 0.00 Paid Y 08/19/2019

18043 SUMMER 2019 TAXES 8/1/19 - 8/15/19 BRENT KILPELA 4,039.50

8/19/2019 703-000-230.01 TAX DUE TO STATE IFT SET SUMMER 1,615.80

8/19/2019 703-000-230.02 TAX DUE TO STATE IFT SCHL OPER SUMMER 2,423.70

8/19/2019 LIV EDUC SERVICE AGENCY 08/19/2019 08/19/2019 58,920.37 0.00 Paid Y 08/19/2019

18044 SUMMER 2019 TAXES 8/1/19 - 8/15/19 BRENT KILPELA 58,920.37

8/19/2019 703-000-227.00 TAX DUE TO LESEA SUMMER 58,920.37

8/19/2019 LIVINGSTON COUNTY TREASURER 08/19/2019 08/19/2019 59,072.32 0.00 Paid Y 08/19/2019

18045 SUMMER 2019 TAXES 8/1/19 - 8/15/19 BRENT KILPELA 59,072.32

115473 703-000-228.00 TAX DUE TO COUNTY SUMMER 59,072.32

18046 CRAMPTON ELECTRIC CO INC 07/23/2019 08/19/2019 52.10 0.00 Paid Y 08/19/2019

43443 FASTENERS BRENT KILPELA 52.10

18047 INFRAMARK, LLC 08/09/2019 09/08/2019 25,796.99 0.00 Paid Y 08/19/2019

592-442-801.00 WWTp MAINT. AUGUST 2019 BRENT KILPELA 25,796.99

WWTp CONTRACTED SERVICES EXPENSE 25,796.99

Inv Num Vendor Description Entered By Inv Date Due Date Inv Amt Amt Due Status Jnlized Post Date

8/14/2019 18048 DTE ENERGY 2700 TOOLEY RD AUG 2019 BRENT KILPELA 08/14/2019 09/05/2019 147.73 0.00 Paid Y

592-442-920.00 WWTB ELECTRICITY EXPENSE BRENT KILPELA 08/19/2019 147.73 0.00 Paid Y

854006222 18049 AT&T LONG DISTANCE WWTB LONG DISTANCE AUG 2019 BRENT KILPELA 08/06/2019 09/05/2019 5.02 0.00 Paid Y

592-442-850.00 WWTB TELEPHONE EXPENSE BRENT KILPELA 08/19/2019 5.02 0.00 Paid Y

517552195608 18050 AT&T 517 552-1956 FOR AUG 2019 BRENT KILPELA 08/13/2019 09/02/2019 80.54 0.00 Paid Y

592-442-850.00 WWTB TELEPHONE EXPENSE BRENT KILPELA 08/19/2019 80.54 0.00 Paid Y

197534 18051 SPICER GROUP BD Bond Refund BRENT KILPELA 08/21/2019 08/28/2019 526.00 0.00 Paid Y

101-000-203.00 BSP18-0006 BRENT KILPELA 08/21/2019 526.00 0.00 Paid Y

197539 18052 SPICER GROUP BD Bond Refund BRENT KILPELA 08/21/2019 08/28/2019 2,302.25 0.00 Paid Y

101-000-203.00 BSP19-0001 BRENT KILPELA 08/21/2019 2,302.25 0.00 Paid Y

197533 18053 SPICER GROUP BD Bond Refund BRENT KILPELA 08/21/2019 08/28/2019 883.50 0.00 Paid Y

101-000-203.00 BSP18-0005 BRENT KILPELA 08/21/2019 883.50 0.00 Paid Y

197517 18054 SPICER GROUP BD Bond Refund BRENT KILPELA 08/21/2019 08/28/2019 684.00 0.00 Paid Y

101-000-203.00 BSP18-0011 BRENT KILPELA 08/21/2019 684.00 0.00 Paid Y

2153889 18055 CARLISLE WORTMAN ASSOC, INC. BD Bond Refund BRENT KILPELA 08/21/2019 08/28/2019 440.00 0.00 Paid Y

101-000-203.00 BSP19-0001 BRENT KILPELA 08/21/2019 440.00 0.00 Paid Y

97375 18056 TRUE VALUE HARDWARE CHAIN & SS QUICK LINK BRENT KILPELA 08/19/2019 09/15/2019 168.56 0.00 Paid Y

592-442-956.00 WWTB MISCELLANEOUS EXPENSE BRENT KILPELA 08/21/2019 168.56 0.00 Paid Y

3039 18057 COMPLETE OUTDOOR SERVICES, INC. CEMETERY MAINTENANCE & SEEDING BRENT KILPELA 08/08/2019 08/28/2019 571.75 0.00 Paid Y

08/19/2019

Inv Num Vendor Inv Date Due Date Inv Amt Amt Due Status Jnlized
 Inv Ref# Description Entered By Post Date

#19-009
 18058 HOWELL AREA FIRE AUTHORITY 08/13/2019 09/13/2019 95.68 0.00 Paid Y
 INTERNATIONAL FIRE CODE BOOK BRENT KILPELA
 101-265-900.00 TWP HALL PRINTING & PUBLICATION EXPENSE 95.68 08/19/2019
 101-276-931.00 GROUNDS CARE & MAINT. 571.75

8/21/2019
 18059 JULIUS DAUS III 08/21/2019 09/15/2019 97.44 0.00 Paid Y
 ZONING MILEAGE BRENT KILPELA
 101-402-860.00 ZONING MILEAGE & EXPENSES 97.44 08/22/2019

197535
 18060 SPICER GROUP 08/27/2019 09/15/2019 606.75 0.00 Paid Y
 BD Bond Refund BRENT KILPELA
 101-000-203.00 BSP18-0009 606.75 08/27/2019

205633431181
 18061 CONSUMERS ENERGY 08/16/2019 09/12/2019 24.81 0.00 Paid Y
 TWP HALL AUG 2019 BRENT KILPELA
 101-265-922.00 TWP HALL NATURAL GAS EXPENSE 24.81 08/27/2019

81016
 18062 MASTER MEDIA 08/19/2019 09/18/2019 378.78 0.00 Paid Y
 OFFICE SUPPLIES BRENT KILPELA
 101-265-727.01 TWP HALL OFFICE SUPPLIES EXPENSE 378.78 08/27/2019

202785697431
 18063 CONSUMERS ENERGY 08/16/2019 09/11/2019 148.55 0.00 Paid Y
 1222 PACKARD DRIVE AUG 2019 BRENT KILPELA
 592-442-922.00 WWTTP NATURAL GAS EXPENSE 148.55 08/27/2019

S6-28003
 18064 CUMMINS BRIDGEWAY, LLC 08/16/2019 09/15/2019 1,151.83 0.00 Paid Y
 2700 TOOLEY LIFT STATION BRENT KILPELA
 592-442-801.00 WWTTP CONTRACTED SERVICES EXPENSE 1,151.83 08/27/2019

SLS 10083181
 18065 ALEXANDER CHEMICAL CORPORATION 08/22/2019 09/21/2019 6,431.67 0.00 Paid Y
 FERRIC CHLORIDE 40,940 LBS BRENT KILPELA
 592-442-729.00 WWTTP CHEMICALS EXPENSE 6,431.67 08/27/2019

150560912
 18066 AT&T 08/19/2019 09/09/2019 68.18 0.00 Paid Y
 WWTTP INTERNET BRENT KILPELA
 592-442-850.00 WWTTP TELEPHONE EXPENSE 68.18 09/03/2019

Inv Num	Vendor	Description	Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized	Post Date
612906	KENNEDY INDUSTRIES INC	SERVICE CALL	BRENT KILPELA	09/25/2019	673.50	0.00	Paid	Y	
18067	592-442-801.00	WTWP CONTRACTED SERVICES EXPENSE			673.50				09/03/2019
2722	WYLLIE SOFT WATER	SALT DELIVERY	BRENT KILPELA	09/15/2019	36.90	0.00	Paid	Y	
18068	101-265-930.00	TWP HALL GROUNDS EQUIP REPAIR EXPENSE			36.90				09/03/2019
8/22/2019	COMCAST	TWP HALL SEPT 2019	BRENT KILPELA	09/12/2019	285.33	0.00	Paid	Y	
18069	101-265-850.00	TWP HALL TELEPHONE EXPENSE			285.33				09/03/2019
4028944367	CINTAS CORPORATION #725	BLUE MATS	BRENT KILPELA	09/10/2019	71.24	0.00	Paid	Y	
18070	101-265-775.00	TWP HALL OFFICE CLEANING & MAINT EXPENS			71.24				09/03/2019
7083	LIVINGSTON COUNTY ROAD COMMISSION	FISHER ROAD PROJECT	BRENT KILPELA	09/26/2019	66,637.52	0.00	Paid	Y	
18071	204-000-801.00	ROAD IMPROVEMENT EXPENSE			66,637.52				09/03/2019
7084	LIVINGSTON COUNTY ROAD COMMISSION	HENDERSON ROAD PROJECT	BRENT KILPELA	09/26/2019	48,175.16	0.00	Paid	Y	
18072	204-000-801.00	ROAD IMPROVEMENT EXPENSE			48,175.16				09/03/2019
8/28/2019	JONATHAN HOHENSTEIN	TREASURER MILEAGE	BRENT KILPELA	09/15/2019	105.20	0.00	Paid	Y	
18073	101-253-860.00	TREASURER MILEAGE & EXPENSES			105.20				09/03/2019
9/3/2019	HOWELL PUBLIC SCHOOLS	2019 SUMMER TAXES 8/16/19 - 8/31/19	BRENT KILPELA	09/15/2019	220,696.14	0.00	Paid	Y	
18074	703-000-225.00	TAX DUE TO HOWELL SCHLS DEBT SUMMER			220,696.14				09/03/2019
9/3/2019	HOWELL PUBLIC SCHOOLS	2019 SUMMER TAXES 8/16/19 - 8/31/19	BRENT KILPELA	09/15/2019	951,643.49	0.00	Paid	Y	
18075	703-000-225.01	TAX DUE TO HOWELL SCHLS OPER SUMMER			951,643.49				09/03/2019
9/3/2019	FOWLERSVILLE SCHOOLS	SUMMER 2019 TAXES 8/16/19 - 8/31/19	BRENT KILPELA	09/15/2019	4,685.40	0.00	Paid	Y	
18076									09/03/2019

Inv Num Vendor Description GL Distribution Inv Date Entered By Due Date Inv Amt Amt Due Status Jnlized Post Date

9/3/2019 18077 LIVINGSTON COUNTY TREASURER 2019 SUMMER TAXES 8/16/19 - 8/31/19 BRENT KILPELA 09/03/2019 419,238.35 0.00 Paid Y 09/03/2019

703-000-228.01 TAX DUE TO COUNTY SET SUMMER 419,238.35

9/3/2019 18078 STATE OF MICHIGAN 2019 SUMMER TAXES 8/16/19 - 8/31/19 BRENT KILPELA 09/03/2019 51,504.00 0.00 Paid Y 09/03/2019

703-000-230.01 TAX DUE TO STATE IFT SET SUMMER 20,601.60

703-000-230.02 TAX DUE TO STATE IFT SCHL OPER SUMMER 30,902.40

9/3/2019 18079 LIV EDUC SERVICE AGENCY 2019 SUMMER TAXES 8/16/19 - 8/31/19 BRENT KILPELA 09/03/2019 242,257.82 0.00 Paid Y 09/03/2019

703-000-227.00 TAX DUE TO IESA SUMMER 242,257.82

9/3/2019 18080 LIVINGSTON COUNTY TREASURER 2019 SUMMER TAXES 8/16/19 - 8/31/19 BRENT KILPELA 09/03/2019 242,882.08 0.00 Paid Y 09/03/2019

703-000-228.00 TAX DUE TO COUNTY SUMMER 242,882.08

18081 ASSESSING TABLET 101-209-957.00 BRENT KILPELA 08/17/2019 23.55 0.00 Paid Y 09/04/2019

ASSESSING DUES & SUBSCRIPTION EXPENSE 23.55

9/3/2019 18082 CUMMINS BRIDGEWAY, LLC LAMBERT LIFT STATION SERVICE CALL BRENT KILPELA 08/23/2019 290.70 0.00 Paid Y 09/04/2019

592-442-801.00 WWTP CONTRACTED SERVICES EXPENSE 290.70

517546516008 18083 AT&T 517 546-5160 FOR SEPT 2019 BRENT KILPELA 08/22/2019 72.38 0.00 Paid Y 09/04/2019

592-442-850.00 WWTP TELEPHONE EXPENSE 72.38

517546349608 18084 AT&T 517 546-3496 SEPT 2019 BRENT KILPELA 08/22/2019 289.52 0.00 Paid Y 09/04/2019

592-442-850.00 WWTP TELEPHONE EXPENSE 289.52

517540696308 18085 AT&T 517 540-6963 FOR SEPT 2019 BRENT KILPELA 08/22/2019 52.22 0.00 Paid Y 09/04/2019

592-442-850.00 WWTP TELEPHONE EXPENSE 52.22

Inv Num Vendor Description Inv Date Entered By Due Date Inv Amt Amt Due Status Jmnlized Post Date

517540695208
 18086 AT&T 08/22/2019 09/13/2019 72.32 0.00 Paid Y
 517 540-6952 FOR SEPT 2019 BRENT KILPELA
 592-442-850.00 WWTP TELEPHONE EXPENSE 72.32 09/04/2019

517540694708
 18087 AT&T 08/22/2019 09/13/2019 68.69 0.00 Paid Y
 517 540-6947 FOR SEPT 2019 BRENT KILPELA
 592-442-850.00 WWTP TELEPHONE EXPENSE 68.69 09/04/2019

517540124108
 18088 AT&T 08/22/2019 09/13/2019 88.76 0.00 Paid Y
 517 540-1241 FOR SEPT 2019 BRENT KILPELA
 592-442-850.00 WWTP TELEPHONE EXPENSE 88.76 09/04/2019

191191
 18089 M & K JETTING AND TELEVISIONING 08/30/2019 09/30/2019 555.00 0.00 Paid Y
 CLEANED LIFT STATION BRENT KILPELA
 592-442-801.00 WWTP CONTRACTED SERVICES EXPENSE 555.00 09/04/2019

554259
 18090 CULLIGAN WATER 08/31/2019 09/15/2019 43.74 0.00 Paid Y
 WATER DELIVERY 5 JUGS BRENT KILPELA
 101-265-727.00 TWP HALL KITCHEN/BATH SUPPLIES EXPENSE 43.74 09/04/2019

559866
 18091 CULLIGAN WATER 08/31/2019 09/15/2019 59.24 0.00 Paid Y
 WATER DELIVERY 7 JUGS BRENT KILPELA
 101-265-727.00 TWP HALL KITCHEN/BATH SUPPLIES EXPENSE 59.24 09/04/2019

9/4/2019
 18092 LIVINGSTON COUNTY TREASURER 09/05/2019 09/05/2019 762.50 0.00 Paid Y
 MOBILE HOME FEES BRENT KILPELA
 701-000-239.00 TRUST MOBILE HOME TAX PAYABLE 762.50 09/04/2019

9/3/2019
 18093 LIVINGSTON COUNTY TREASURER 09/03/2019 09/05/2019 161.00 0.00 Paid Y
 DOG LICENSES BRENT KILPELA
 701-000-238.00 TRUST DUE TO COUNTY DOG LICENSE 161.00 09/04/2019

of Invoices: 93 # Due: 0 Totals: 2,776,714.61 0.00
 # of Credit Memos: 0 # Due: 0 Totals: 0.00 0.00
 Net of Invoices and Credit Memos: 2,776,714.61 0.00

*L. Agnew - k. Chuck Resnik
 BK*

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date

--- TOTALS BY FUND ---

101 - GENERAL FUND				25,034.76	0.00		
204 - ROAD FUND				140,603.92	0.00		
592 - SWR/WTR				52,613.31	0.00		
701 - TRUST & AGENCY				923.50	0.00		
703 - TAX FUND				2,557,539.12	0.00		

--- TOTALS BY DEPT/ACTIVITY ---

000 - OTHER				2,704,534.04	0.00		
101 - TOWNSHIP BOARD				206.00	0.00		
209 - ASSESSING				23.55	0.00		
247 - BOARD OF REVIEW				50.00	0.00		
253 - TREASURER				125.20	0.00		
265 - TOWNSHIP HALL				10,032.81	0.00		
268 - TOWNSHIP AT LARGE				5,293.01	0.00		
276 - CEMETERY				571.75	0.00		
400 - PLANNING COMMISSION				3,167.50	0.00		
402 - ZONING ADMINISTRATION				97.44	0.00		
442 - WWTP				52,613.31	0.00		

Check Date	Bank	Check	Vendor Name	Amount
Bank GEN GENERAL FUND CHECKING				
08/15/2019	GEN	101001629(E)	DTE ENERGY	600.87
08/15/2019	GEN	17279	BS&A SOFTWARE	8,020.00
08/15/2019	GEN	17280	CAREFREE MAINTENANCE CO.	230.00
08/15/2019	GEN	17281	CARLISLE WORTMAN ASSOC, INC.	3,192.50
08/15/2019	GEN	17282	CINTAS CORPORATION #725	142.48
08/15/2019	GEN	17283	CULLIGAN WATER	43.74
08/15/2019	GEN	17284	DTE ENERGY	428.51
08/15/2019	GEN	17285	FAHEY SCHULTZ BURZYCH RHODES	4,864.50
08/15/2019	GEN	17286	GREEN OAK TWP TREASURER'S OFFICE	20.00
08/15/2019	GEN	17287	LIVINGSTON DAILY PRESS & ARGUS	256.00
08/15/2019	GEN	17288	CHLORIDE SOLUTIONS, LLC	25,791.24
09/04/2019	GEN	101001630(E)	AT&T	23.55
09/04/2019	GEN	101001631(E)	COMCAST	285.33
09/04/2019	GEN	101001632(E)	CONSUMERS ENERGY	24.81
09/04/2019	GEN	17289	CARLISLE WORTMAN ASSOC, INC.	440.00
09/04/2019	GEN	17290	CINTAS CORPORATION #725	71.24
09/04/2019	GEN	17291	COMPLETE OUTDOOR SERVICES, INC.	571.75
09/04/2019	GEN	17292	CULLIGAN WATER	102.98
09/04/2019	GEN	17293	JULIUS DAUS III	97.44
09/04/2019	GEN	17294	JONATHAN HOHENSTEIN	105.20
09/04/2019	GEN	17295	HOWELL AREA FIRE AUTHORITY	95.68
09/04/2019	GEN	17296	LIVINGSTON COUNTY ROAD COMMISSION	114,812.68
09/04/2019	GEN	17297	MASTER MEDIA	378.78
09/04/2019	GEN	17298	SPICER GROUP	5,002.50
09/04/2019	GEN	17299	WYLIE SOFT WATER	36.90

GEN TOTALS:

Total of 25 Checks:	165,638.68
Less 0 Void Checks:	0.00
Total of 25 Disbursements:	165,638.68

Bank T&A TRUST & AGENCY CHECKING

09/05/2019	T&A	3432	LIVINGSTON COUNTY TREASURER	762.50
09/05/2019	T&A	3433	LIVINGSTON COUNTY TREASURER	161.00

T&A TOTALS:

Total of 2 Checks:	923.50
Less 0 Void Checks:	0.00
Total of 2 Disbursements:	923.50

Bank TAX TAX CHECKING

08/19/2019	TAX	5279	HOWELL PUBLIC SCHOOLS	52,658.51
08/19/2019	TAX	5280	HOWELL PUBLIC SCHOOLS	143,580.27
08/19/2019	TAX	5281	LIV EDUC SERVICE AGENCY	58,920.37
08/19/2019	TAX	5282	STATE OF MICHIGAN	4,039.50
08/19/2019	TAX	5283	LIVINGSTON COUNTY TREASURER	106,360.87
08/19/2019	TAX	5284	LIVINGSTON COUNTY TREASURER	59,072.32
09/04/2019	TAX	5285	FOWLERVILLE SCHOOLS	4,685.40
09/04/2019	TAX	5286	HOWELL PUBLIC SCHOOLS	220,696.14
09/04/2019	TAX	5287	HOWELL PUBLIC SCHOOLS	951,643.49
09/04/2019	TAX	5288	LIV EDUC SERVICE AGENCY	242,257.82
09/04/2019	TAX	5289	STATE OF MICHIGAN	51,504.00
09/04/2019	TAX	5290	LIVINGSTON COUNTY TREASURER	419,238.35
09/04/2019	TAX	5291	LIVINGSTON COUNTY TREASURER	242,882.08

TAX TOTALS:

Total of 13 Checks:	2,557,539.12
Less 0 Void Checks:	0.00
Total of 13 Disbursements:	2,557,539.12

Bank UTYCK UTILITY CHECKING

08/19/2019	UTYCK	2538	AT&T LONG DISTANCE	5.02
08/19/2019	UTYCK	2539	GENOA TOWNSHIP DPW	5,397.82
08/19/2019	UTYCK	2540	INFRAMARK, LLC	25,796.99
08/19/2019	UTYCK	2541	TRUE VALUE HARDWARE	134.57
08/19/2019	UTYCK	2542	UIS SCADA	752.65
08/19/2019	UTYCK	2543	USA BLUEBOOK	515.82
08/19/2019	UTYCK	590002917(E)	AT&T	84.05
08/19/2019	UTYCK	590002918(E)	AT&T	80.54
08/19/2019	UTYCK	590002919(E)	BRIGHTON ANALYTICAL	216.00

Check Date	Bank	Check	Vendor Name	Amount
08/19/2019	UTYCK	590002920 (E)	CONSUMERS ENERGY	34.53
08/19/2019	UTYCK	590002921 (E)	CONSUMERS ENERGY	147.63
08/19/2019	UTYCK	590002922 (E)	CRAMPTON ELECTRIC CO INC	52.10
08/19/2019	UTYCK	590002923 (E)	DTE ENERGY	85.48
08/19/2019	UTYCK	590002924 (E)	DTE ENERGY	108.11
08/19/2019	UTYCK	590002925 (E)	DTE ENERGY	158.23
08/19/2019	UTYCK	590002926 (E)	DTE ENERGY	325.44
08/19/2019	UTYCK	590002927 (E)	DTE ENERGY	75.15
08/19/2019	UTYCK	590002928 (E)	DTE ENERGY	201.86
08/19/2019	UTYCK	590002929 (E)	DTE ENERGY	205.91
08/19/2019	UTYCK	590002930 (E)	DTE ENERGY	286.10
08/19/2019	UTYCK	590002931 (E)	DTE ENERGY	7,669.70
08/19/2019	UTYCK	590002932 (E)	DTE ENERGY	147.73
09/04/2019	UTYCK	2544	ALEXANDER CHEMICAL CORPORATION	6,431.67
09/04/2019	UTYCK	2545	CUMMINS BRIDGEWAY, LLC	1,442.53
09/04/2019	UTYCK	2546	KENNEDY INDUSTRIES INC	673.50
09/04/2019	UTYCK	2547	M & K JETTING AND TELEVISION	555.00
09/04/2019	UTYCK	2548	TRUE VALUE HARDWARE	168.56
09/04/2019	UTYCK	590002933 (E)	AT&T	68.18
09/04/2019	UTYCK	590002934 (E)	AT&T	72.38
09/04/2019	UTYCK	590002935 (E)	AT&T	289.52
09/04/2019	UTYCK	590002936 (E)	AT&T	52.22
09/04/2019	UTYCK	590002937 (E)	AT&T	72.32
09/04/2019	UTYCK	590002938 (E)	AT&T	68.69
09/04/2019	UTYCK	590002939 (E)	AT&T	88.76
09/04/2019	UTYCK	590002940 (E)	CONSUMERS ENERGY	148.55

UTYCK TOTALS:

Total of 35 Checks:	52,613.31
Less 0 Void Checks:	0.00
Total of 35 Disbursements:	52,613.31

REPORT TOTALS:

Total of 75 Checks:	2,776,714.61
Less 0 Void Checks:	0.00
Total of 75 Disbursements:	2,776,714.61

2,776,714.61
 Agrees with Invoice
 Register Bk