### HOWELL TOWNSHIP BOARD MEETING

3525 Byron Road Howell, MI 48855 March 16, 2020 6:30 P.M.

1.	Call to Order:							
2.	Roll Call:	Mike Coddington Jean Graham Jonathan Hohens Matthew Counts	( ) stein ( )	Jeff Smith Harold Melton Evan Rudnicki	<ul><li>( )</li><li>( )</li><li>( )</li></ul>			
3.	Pledge of Allegiance:							
4.	Call to the Board:							
5.	Approval of the M A. Regular Board	/linutes: I Meeting February	y 10, 2020					
6.	Correspondence:	:						
7.	Call to the Public	•						
8.	Closed Session -	- Township Board being offered.	enter closed sess	sion to discuss with	n its legal counsel on a proposed settlement currently			
9.	New Business:  A. Einstein Dog Training – Special Land use Permit & Final Site Plan Recommend from Planning for Approval  B. Amber Oaks – Failure of Builder regarding their Bond & Master Deed  C. Howell Township Trail Feasibility Study							
10.	Unfinished Busine	ess:						
11.	Reports: A. Supervisor E. Assessing I. Z B A	B. Treasurer F. Fire Authority J. WWTP	C. Clerk G. MHOG K. HAPRA	D. Zoning H. Planning Con L. Property Com				
12.	Call to the Public:	:						
13.	Disbursements: Regular and Che	ck Register						
14.	Adjournment:							

# AGENDA ITEM

5A

## HOWELL TOWNSHIP BOARD REGULAR MEETING MINUTES

3525 Byron Road Howell, MI 48855 February 10, 2020 6:30 P.M.

#### **MEMBERS PRESENT:**

#### **MEMBERS ABSENT:**

Mike Coddington
Jean Graham
Jonathan Hohenstein
Matthew Counts
Harold Melton
Evan Rudnicki
Jeff Smith

Supervisor
Clerk
Treasurer
Trustee
Trustee
Trustee
Trustee

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

All rose for the Pledge of Allegiance.

#### APPROVAL OF THE AGENDA:

FEBRUARY 10, 2020

MOTION by Graham, seconded by Melton, "TO APPROVE THE FEBRUARY 10, 2020 AGENDA AS AMENDED: ADD UNDER NEW BUSINESS 9A - ENGINEERING PHASE 3, OAK GROVE MEADOWS DISCUSSION." Discussion followed. Motion carried.

#### **JANUARY 13, 2020 MEETING MINUTES:**

REGULAR BOARD MEETING MINUTES - MOTION by Hohenstein, seconded by Counts, "TO APPROVE THE JANUARY 13, 2020 MEETING MINUTES AS PRESENTED." Discussion followed. Motion carried. (See January 13, 2020 Regular Meeting Minutes)

#### **CORRESPONDENCE:**

No additions.

#### CALL TO THE PUBLIC:

- Doug Helzerman Handy Township. A County Commissioner for District 4. (Howell Township is in Commissioner District 5.) Commissioner Helzerman expressed his support for Kristina Lyke, who is a Republican candidate for Congress on the August 4<sup>th</sup>, State Primary Election, in which Democratic Elizabeth Slotkin currently holds the seat for the US Congressional District 8. Some of Kristina Lyke's attributes as mentioned: Always lived in the 8<sup>th</sup> District. Graduate from Pinckney High School and was on the Pinckney Village Council. She has a family-law practice in East Lansing, and she once had a radio show entitled, "Lyke Law", she is a fighter, Pro-Life, pro-2nd Amendment and pro-Michigan values. Would like all in attendance to consider her when voting.
- Charles Gauci 2446 Amberwood Trail. Stated he filed a complaint against Glen Miller in June, about his parked commercial vehicle. Mr. Gauci expressed his belief that the Township does not handle complaints equally. Mr. Gauci also stated that both his neighbors Glen Miller and John Gray have complained about his property. He stated that he has a right to file a complaint against them after they have filed complaints against him. Mr. Gauci wanted an answer from the Board why their vehicle(s) have not been moved. (The Call to the Public is to give the audience a change to address the Board. You now have done that. It is not for the Board to give answers at that time. Supervisor Coddington stated he will talk with the Zoning Administrator about the situation.)

#### **UNFINISHED BUSINESS:**

GRAND RIVER PUMP STATION BIDS - JASON MAYER GIFFELS WEBSTER

Jason Mayer from Giffels Webster presented the Grand River Pump Station Replacement Contract Award Recommendation. Three bids were submitted that were opened publicly on February 3, 2020 at 4:00 P.M. ranging from \$285,505.00 to \$352,410.00. All three contractors were pre-qualified. Mr. Mayer's recommendation is to award CSM Mechanical, LLC in the amount of \$285,505.00. The overall project budget that will also include; Project Contingency at \$42,825.75, Design Engineering at \$29,865.00, Construction Engineering \$8,565.15 for a total budget of \$366,760.90.

- Questions and discussion from the Board.
- MOTION by Graham, seconded by Hohenstein, "TO ACCEPT CSM MECHANICAL, LLC'S BID AT \$366,760.90 FOR THE GRAND RIVER PUMP STATION." Discussion followed. Motion carried.

#### **NEW BUSINESS:**

ENGINEERING PHASE 3, OAK GROVE MEADOWS DISCUSSION

Supervisor Coddington conveyed that there has been some questions in regards to the end cost of the project. Tetra Tech is already out there doing the engineering for MHOG and Spicer is doing the sewer. Would like to try and save on the cost of the project for developer, Allen Edwin, by just using Tetra Tech for both engineering projects. The Board was in agreement to follow this plan.

#### **REPORTS:**

A. SUPERVISOR:

(Supervisor Coddington reported on the following items)

Working with developers and legal advice.

#### B. TREASURER:

(Treasurer Hohenstein reported on the following items)

- Presented a spreadsheet showing a snapshot look at the counter credit card machine.
- Winter Tax collection is at 86%. Summer Tax collection is at 98%.
- Road repairs: The Livingston County Road Commission (LCRC) has a Primary Pavement Preservation Program. They will match \$250,000.00 towards a \$500,000.00 Township Primary Road Project per year. Byron Road is a primary road that runs from M-59 to Allen Road at a cost of \$1,125,000.00. This could be broke up into two separate projects. Byron Road starting at M-59 to Barron Road, 2.18 miles at \$506.250.00 and Byron Road starting at Barron Road to Allen Road, 2.65 miles at \$618,750. By breaking into two projects, it will allow getting \$500,000.00 from the County to do Byron Road instead of just the \$250,000.00. It could be a two-year project. To add a bike lane along Byron Road would be an estimated additional cost of \$2.5 million and the loss of many trees. The Treasurer does not suggest putting in the bike lane. Burkhart Road from Mason Road to I-96 is another road in need of repair. Discussion followed on best use of utilizing the LCRC funds.
- MOTION by Hohenstein, seconded by Rudnicki, "MOVE TO ACCEPT THE BYRON ROAD PROJECT, M-59 TO BARRON ROAD, WITH COST SHARING FROM LCRC AS PRESENTED." Discussion followed. Motion carried.
- MOTION by Hohenstein, seconded by Counts, "MOVE TO ACCEPT THE BYRON ROAD PROJECT, BARRON ROAD TO ALLEN ROAD, AS PRESENTED IF MATCHING FUNDS ARE AVAILABLE FROM LCRC." Discussion followed. Motion carried.

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- MOTION by Hohenstein, seconded by Graham, "MOVE TO APPROVE THE BURKHART ROAD PROJECT FROM MASON ROAD TO I-96, IF MATCHING FUNDS ARE AVAILABLE FROM LCRC." Discussion followed. Motion carried.
- LCRC will grind down and resurface Mason Road from Truhn Road to Burkhart Road in 2020.

#### C. CLERK:

(Clerk Graham reported on the following items)

• Getting ready for the March 10<sup>th</sup> Election. The Township Public Accuracy Test is scheduled for February 18<sup>th</sup> at 10:00 am. A lot of absentee ballots are being sent out.

#### D. ZONING:

(See Zoning Administrator Daus' prepared written report)

#### E. ASSESSING:

(See Assessor Kilpela's prepared written report)

#### F. FIRE AUTHORITY:

(Supervisor Coddington reported on the following items)

- Past some resolutions.
- Made some budget adjustments.
- Approved the purchase of 16 radios.
- Approved the purchase of 10 sets of turnout gear. This is done on a 10 set rotating schedule every year.

#### G. MHOG:

(See Treasurer Hohenstein prepared written report)

 Also added: he had discussion with Deputy Supervisor Kilpela about the possibility of taking all Water Connection Fees and paying towards the Township's portion of the main for the Cross Country Line. This will be discussed more in detail at the next budget meeting.

#### H. PLANNING COMMISSION:

(Trustee Counts reported on the following items)

• See January 28, 2020 Synopsis.

#### I. ZONING BOARD OF APPEALS (ZBA):

(Trustee Rudnicki reported on the following items)

No January Meeting.

#### J. WWTP:

(Treasurer Hohenstein reported on the following items)

• The heat exchanger for the administration furnace at the WWTP is failing. Quotes for replacing the furnace were submitted. Plant Manager, James Soper, has recommended, Shultz with the Trane furnace, at \$4,870.00 with a 20 year warranty on the heat exchanger. Trustee Smith mentioned that with the Trane furnace, in order to be in compliance with the warranty, someone has to be in charge of making sure the warranty is submitted properly. Discussion about the time frame for the other parts' warranties. MOTION by Smith, seconded by Melton, "TO FOLLOW PLANT MANAGER, SOPER'S RECOMMENDATION TO GO WITH SHULTZ TO INSTALL THE TRANE

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FURNACE IN THE WWTP'S ADMINISTRATION BUILDING FOR A PRICE NOT TO EXCEED \$4,870.00." Discussion followed. Motion carried.

One of the UV Systems is not working. The fourth unit will be pulled out and shipped to Ultra Tech Systems, Inc. and they will build a new unit on the existing frame. Cost is \$29,169.00. Do not need the UV Sensor that was included in the quote. The quote does not include shipping to and from the Ultra Tech Systems, Inc. MOTION by Hohenstein, seconded by Counts, "MOVE TO ACCEPT THE QUOTE OF \$29,169.00, FROM ULTRA TECH SYSTEMS, INC TO REBUILD OUR UV MODULE, PLUS FREIGHT TO AND FROM THEIR FACILITY AS PRESENTED." Discussion followed. Motion carried.

#### K. HAPRA:

(Clerk Graham reported on the following items)

- Getting ready for a "Sweetheart Dance".
- Having a fund raiser/Chili Cook Off.
- Working out Medical Plans.
- Audit is happening this week.
- HAPRA Board Members are invited to mParks Trade Show.
- Discussion on grants.

#### L. PROPERTY COMMITTEE:

(Treasurer Hohenstein reported on the following items)

• There is interest in the parcel behind Kroger for a Pilot Program. The Property Committee will be reviewing the proposal. This should be coming back to the Board at the next meeting.

#### **CALL TO THE PUBLIC:**

 Paul Junge is from Brighton. Stated he is a Republican candidate running for Congress in which Democratic Elizabeth Slotkin currently holds the seat. Born in Michigan. He has a law degree and was a County Prosecutor. At one time anchor the Fox47 News out of Lansing. Worked with the Trump Administration at U.S. Citizenship and Immigration Services which is part of Homeland Security.

He wanted to come back home to Michigan to be near family.

#### **DISBURSEMENTS: REGULAR AND CHECK REGISTER:**

MOTION by Hohenstein, seconded by Rudnicki, "TO APPROVE THE REGULAR DISBURSEMENTS AS OF FEBRUARY 4, 2020 CHECK REGISTER AS PRESENTED, ALSO ANY CUSTOMARY AND NORMAL PAYMENTS FOR THE MONTH." Discussion followed. Motion carries.

<u>ADJOURNMENT:</u> MOTION by Melton, seconded by Smith, "TO ADJOURN." Motion carried. The meeting adjourned 7:27 p.m.

As Presented:	
As Amended:	Howell Township Clerk Jean Graham
As Corrected:	
	Mike Coddington
	Howell Township Supervisor
Dated:	
	Debby Johnson, Recording Secretary

# AGENDA ITEM

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#### **CORRESPONDENCE**

March 16, 2020

- 1. AMERICAN FUNDS Annual Reports year ending December 31, 2019
- 2. AMERICAN FUNDS Summary Prospectus March 1, 2020
- 3. LIVINGSTON COUNTY SENIOR NUTRITION PROGRAM February 2020

# AGENDA ITEM

9A

## PC-2019-15 Special Land Use PC-2019-16 Site Plan Review

Einstein Dog Training Dan & Rachael Brinkman Parcel ID #4706-20-100-027 4640 W. Grand River Ave.

February 25, 2020 - Planning Commission Minutes (Unapproved)

Planner's Report dated: 02.19.2020

Engineer's Report dated: 02.20.2020

Fire Marshal's Report dated: 02.10.2020

Cover Sheet from Einstein Dog Training responding to conditions

Application – PC-2019-15 Special Land Use Permit

Application – PC-2019-16 Site Plan Review

## HOWELL TOWNSHIP PLANNING COMMISSION UNAPPROVED MINUTES: FEBRUARY 25, 2020, 6:30 P.M.

3525 BYRON RD. HOWELL TOWNSHIP HALL, HOWELL MI 48855 (517-546-2817)

**MEMBERS PRESENT:** 

**MEMBERS ABSENT:** 

Andrew Sloan Martha Haglund Chairman Vice-Chairwoman Peter Manwiller Carolyn Henry Matthew Counts Commissioner Commissioner Board Rep.

Wayne Williams Jeff Smith Secretary Board Rep. (Alternative)

Glen Miller

Commissioner

Also in attendance:

Zoning Administrator, Joe Daus and Township Planner, Paul Montagno.

Chairman Sloan called the meeting to order at 6:30 p.m. The roll was called. All rose for the Pledge of Allegiance.

APPROVAL OF AGENDA: MOTION by Haglund, seconded by Smith, "TO APPROVE THE FEBRUARY 25, 2020 PLANNING COMMISSION AGENDA AS PRESENTED." Motion carried.

APPROVAL OF MINUTES: MOTION by Williams, seconded by Haglund, "TO APPROVE THE JANUARY 28, 2020 PLANNING COMMISSION MINUTES AS PRESENTED." Motion carried.

#### **CORRESPONDENCE:**

Corrigan Oil, RE: Proposed Innovation Zone District – See 'Unfinished Business, C'.

X TOWNSHIP BOARD REPORT: (Township Board Representative, Jeff Smith, reported on the following)

- Discussion about upcoming road projects.
- Vice-Chairwoman Haglund asked Mr. Smith if the Township Board could discuss sidewalk bids when discussing road bids, pointing out the Non-Motorized Plan, approved by the Township Board in fall 2019, has areas of High Priority. Mr. Smith responded that there was a discussion on sidewalk bids, the consensus was that the project was more expensive than the budget would allow for, but that he would bring at the next regularly scheduled Board meeting.

#### **ZONING BOARD OF APPEALS REPORT:** (ZBA Vice-Chairman Sloan reported on the following)

- Briefed over the unique Zoning Board of Appeals request from the February 18, 2020 ZBA meeting.
- Mr. Chair spoke a few words about Tom Knight, who passed away at the age of 84 last week. Expressed gratitude for Mr. Knight who served the Township for decades, including positions on the ZBA and Planning Commission.

#### ZONING ADMINISTRATOR REPORT: (Zoning Administrator, Joe Daus, reported on the following)

Monthly Permit List. Slow start to the month, already started to pick up.

#### HOWELL TOWNSHIP PARKS REPORT: (Vice-Chairwoman Martha Haglund reported on the following)

- Fillmore Park information/updates.
- Attended Livingston County Open Spaces, representing Howell Township.

#### **UNFINISHED BUSINESS:**

## A. REVISED SPECIAL LAND USE REQUEST – DAN BRINKMAN (EINSTEIN DOG TRAINING). PARCEL #4706-20-100-027, FILE #PC-2019-15, 4640 W. GRAND RIVER AVE., HOWELL MI 48855.

- Mr. Chair briefed over January's Planning Commission meeting in which the proposed Special Use Request #PC-2019-15 was postponed from action due to outstanding agency approvals. The Planning Commission agreed to wait for all outstanding items on the Planner's/Engineer's/Fire Marshal's January reports before going forward.
- Township Planner, Paul Montagno, briefed over the Planner's Report, revised date: 02.19.2020, going into details of the Special Use request. Recommended that the Planning Commission make a decision with conditions if they choose to recommend approval to the Township Board.
- Mr. Chair addressed applicant representative, Tim Zimmer from Livingston Engineering, and the modifications made on the revised site plan. Mr. Zimmer feels there's a mutual understanding of the expectations required to go forward in this process. Hopes to seek approval for the special use request (#PC-2019-15) and the proposed site plan (#PC-2019-16, see 'Unfinished Business, B'). Applicants, Dan and Rachael Brinkman were present and able to answer commissioner's questions and concerns regarding the request. Further discussion among commissioners of conditions for approval took place.

Howell Township Planning Commission Unapproved Minutes: 02.25.2020

- MOTION by Haglund, seconded by Smith, "TO RECOMMEND APPROVAL TO THE TOWNSHIP BOARD OF THE SPECIAL LAND USE REQUEST (FILE #PC-2019-15, PARCEL #4706-20-100-027, DAN BRINKMAN/EINSTEIN DOG TRAINING, 4640 W. GRAND RIVER AVE.), CONDITIONAL THAT ITEMS THREE (3) AND FOUR (4) ON PAGE SEVEN (7) OF THE PLANNER'S REPORT (REVISED: 02.19.2020), HAVE BEEN ADDRESSED, ALSO IF CURRENT/FUTURE OWNER/OCCUPANT PLANS TO OVERNIGHT BOARD ANIMALS, IT WOULD REQUIRE COMING BEFOERE THE PLANNING COMMISSION TO SEEK RECOMMENDED APPROVAL." Roll call was called.
- Miller yes, Williams yes, Manwiller N/A, Henry N/A, Smith yes, Haglund yes, Sloan yes. Motion carried.
- B. PRELIMINARY/FINAL SITE PLAN REVIEW DAN BRINKMAN (EINSTEIN DOG TRAINING), PARCEL #4706-20-100-027, FILE #PC-2019-16, 4640 W. GRAND RIVER AVE., HOWELL MI 48855:
- Township Planner, Paul Montagno, briefed over Spicer's Engineer's Report (revised: 02.20.2020), as well as the items pertaining to site plan written on Planner's Report (revised: 02.19.2020).
- MOTION by Haglund, seconded by Smith, "TO RECOMMEND APPROVAL TO THE TOWNSHIP BOARD OF THE PRELIMINARY/FINAL SITE PLAN (FILE #PC-2019-16, PARCEL #4706-20-100-027, DAN BRINKMAN/EINSTEIN DOG TRAINING, 4640 W. GRAND RIVER AVE.), CONDITIONAL THAT THE REQUEST FOR A SPECIAL LAND USE PERMIT IS APPROVED, THAT THE BUILDING PLAN DEMONSTRATES ADEQUATE EXTERIOR LIGHTING ON PROPOSED ACCESSORY STRUCTURE, AND THAT THE ZONING ADMINISTRATOR APPROVES ALL OUTSTANDING ISSUES ON THE ENGINEER'S REPORT (REVISED: 02.20.2020) BEFORE BUILDING." The roll was called.
- Haglund yes, Miller yes, Sloan yes, Manwiller N/A, Henry N/A, Williams yes, Smith yes. Motion carried.
- C. PROPOSED INNOVATION ZONE DISTRICT/CHANGES TO THE HOWELL TOWNSHIP ZONING MAP:
- Proposed Innovation Zone Draft (revised: February 10, 2020). Mr. Montagno went on to discuss the revisions of the
  proposed ordinance. Continued discussion among commissioners on previous comments and concerns over ordinance
  language. More suggestions were made to the ordinance language.
- Discussion over the concerns from the landowners included in proposed district. Commissioners reviewed the
  correspondence from Corrigan Oil on the proposed ordinance. Mr. Montagno thanked Commissioners for their
  comments, and will send out a revised draft before next month's meeting.

#### **CALL TO THE PUBLIC:**

- Mr. Cary Lyons, Precise Finishing, 1650 N. Burkhart Road, Howell, MI 48855: Present concerning the Proposed Innovation Zone District, wants to be left as Industrial Zone and not re-zoned at all to Innovation Zone. Feels the use of the building is Industrial, and worries about becoming non-conforming or not being able to sell in the future.
- Mr. David Bittner, Barley and Bittner, 710 E. Grand River Ave., Howell, MI 48843: Present (on behalf of his client) concerning the Proposed Innovation Zone, client is landowner of parcels #4706-27-200-006 and #4706-27-200-010, abutting each other and located on Highland/M-59. Reason for comment is the landowner of the parcel's listed, wishes to request the Proposed Zoning Map Changes either include both of the Highland/M-59 parcels or none of the parcels, not just parcel #4706-27-200-010 as specified in the proposed Innovation Zone District and Changes to the Zoning Map.

#### X OTHER BUSINESS:

- Tiny Houses Vice-Chair Haglund brought examples of ordinances for Mr. Smith to bring up at the Township Board.
- Recreational Marihuana Mr. Smith was asked if the Board has revisited recreational marihuana since Opting-Out,
   Mr. Smith said he'd let the Board know it was brought up at the PC meeting.

Approved:	
As Presented:	Andrew Sloan, Chairman
As Amended:	
As Corrected:	Wayne Williams, Secretary
Dated:	
	Josie Modrack, Recording Secretary



117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734,662.2200 734.662.1935 FAX

Date: January 22, 2020

Revised Date: February 19, 2020

## Site Plan Review For Howell Township, Michigan

**Applicant:** 

Kirk Brinkman

**Project Name:** 

Einstein Dog Training

Plan Date:

12/20/2019

**Revised Date:** 

1/31/2020

Location:

4640 W. Grand River Ave

Zoning:

NCS - Neighborhood Service Commercial

**Action Requested:** 

Preliminary Site Plan/Special Use Approval

**Required Information:** 

As noted in the following review

#### PROJECT AND SITEDESCRIPTION

The applicant has applied for preliminary site plan approval for the development of an addition to the existing building to create Einstein Dog Training Facility. The proposal includes an addition to an existing building located on the north side of Grand River Avenue, 800 feet from the Starlite Drive intersection. The site is located on an odd shaped, roughly 4.22 acres parcel of land in an NCS — Neighborhood Service Commercial Zoning District. The use of the site as a dog training facility is a permitted principle special use in the NCS district, subject to additional regulation in Section 14.42. This dog training facility falls under the definition of commercial kennels and must comply with the standards for that use. The existing building is a 4,000 square foot building. The

proposed addition is 7,200 square feet. The proposed addition is planned on the rear of the building. The parking area is proposed with 14 spaces including 1 barrier free space.



**Aerial Image of Subject Site and Vicinity** 

Source: Google Maps

#### **NEIGHBORING ZONING, LAND USE AND MASTER PLAN**

Neighboring zoning, land use, and current Master Plan designations are summarized in the following chart:

Table 1
Zoning, Land Use and Master Plan Designations

	North	South	East	West
Zoning	NSC	SFR	NSC	NSC
Land Use	Residential	Residential	Commercial	Vacant
Master Plan	Local Commercial	Medium Density Residential	Local Commercial	Local Commercial

#### Items to be Addressed: None.

#### ARBA WIDTH HEIGHT SETSACKS

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

#### Density, Placement, and Height Regulations

	Required	Provided
Lot Area	1 Acre	4.22 Acres
Lot Width	150 Feet	304 Feet
Front Setback	50 Feet	334 Feet
Side Setback	10 Feet	44 Feet
Rear Setback	50 Feet	55.8 Feet
Lot Coverage	60 % Max	9.2%
Building Height	30 Feet Max	22 Feet

#### Items to be Addressed: None.

#### NATURALREGOURGES

**Topography:** The site is generally flat. Existing topography and site conditions shall be

suitable to the construction of a building addition.

Woodlands: None.

Wetlands: None.

Soils: Per the USDA Web Soil Survey the site contains several different soils

including primarily Conover Loam.

#### Items to be Addressed: None.

#### BUILDING LOCATION AND SITE ARRANGEMENT

The building addition is proposed to be located on the rear (northern side) of the existing building. This is a logical location based on the location of the existing building. The applicant has also shown an outdoor activity area to the west of the proposed building. The space is 6000 square feet surrounded by a four (4) foot fence. The space is more than 50 feet from both the northern and western property lines.

#### Items to be Addressed: None.

#### EVARRATING LOVADING

The applicant is proposing 14 total spaces which includes one barrier free space. They have based their parking calculations on 2,400 square feet of office space which requires 1 space for every 400 square feet (2,400/400=6), and storage / training space which they indicate to be 1 space for every 1,500 square feet (8,800/1,500=6). The Township Zoning Ordinance does not have a specific parking standard for this use. The Planning Commission discussed with the applicant the parking needs based on the largest number of clients that might be on site at one time. It may be appropriate to set a condition related to total number of clients. The parking provided appears to be adequate.

Items to be Addressed: None.

#### SITE ACCIESS AND CIRCULATION

There is one existing access point on Grand River Ave. The applicant will share this access point with the Livingston Veterinary Clinic located next door.

Items to be Addressed: None.

#### LANDSCAPING

Landscaping plan has been provided with a tree inventory, stake placements, installation, and plant details included.

Items to be Addressed: None.

#### LIGHTING

No lighting plan has been provided. Two (2) new building mounted lights are proposed. No other new lights are proposed. The applicant must provide lighting details that demonstrate compliance with Section 14.22. Specifically, light levels must be provided for the parking areas, and lighting fixture details must be provided that demonstrate that all exterior lighting is fully shielded and down directed.

**Items to be Addressed:** Provide lighting details for all exterior lights that demonstrate compliance with Section 14.22 of the Zoning Ordinance.

#### SIGNS

There is no sign proposed for this site. If the applicant would like a sign, they must apply for a separate sign permit from the zoning administration.

**Items to be Addressed:** Apply of a sign permit from zoning administration if applicant desires a sign for establishment.

#### FLOTOR PLANTANID ELEVATIONS

Floor plans and elevations have been provided.

#### Items to be Addressed: None.

#### TRACE BACKSON OF

No trash enclosures are indicated on the site plan. The applicant has indicated that the volume of waste generated would not require outdoor trash storage.

#### Items to be Addressed: None.

#### ESUPPLIENTATIONS CONTRACTORS

According to Section 14.42, the applicant must adhere to the following:

- 1. All dog kennels shall be operated in conformance with all applicable county and state regulations, permits being valid no longer than one (1) year.
  - Because there is not boarding or breading happing at this facility no county inspection will occur.
- 2. The minimum lot size shall comply with the dimensional requirements of the district in which the kennel is located.
  - The proposal complies with this standard.
- 3. Buildings wherein dogs are kept, dog runs, and/or exercise areas shall not be located nearer than one hundred (100) feet to any adjacent occupied dwelling and shall not be located in any required front, rear or side yard setback area.
  - The proposed outdoor activity area complies.
- 4. All animals shall be kept in a sound-proof, enclosed structure, except for walking and outdoor exercise when accompanied and controlled by an employee of the kennel. The Special Use Permit may limit the time during which the animals are permitted out of the building.
  - This use in only a training facility and will not include boarding/day care and dogs will always be accompanied by their owner and trainer.
- 5. An operations and maintenance plan shall be submitted that specially addresses how noise attenuation will be accomplished and how waste will be held.

Einstein Dog Training Site Plan/Special Use Review February 19, 2020

No such maintenance plan has been submitted. The applicant indicated that dogs will be accompanied by an owner or a trainer any time they are on site and waste will be disposed of immediately.

6. Facilities must be connected to public utilities where available.

Public utilities are not available at this site.

7. Such facilities shall be under the jurisdiction of the Township Planning Commission, and subject to other conditions and requirements of said body deemed necessary to ensure against the occurrence of any possible nuisance (i.e., fencing, soundproofing, sanitary requirements.)

The Planning Commission should evaluate the details of the proposed use and determine if additional conditions are necessary.

8. The owner of an approved dog kennel shall, prior to December 1<sup>st</sup> each year, fill out an Annual Dog kennel Renewal Application and submit it to the Township Clerk for processing. The fee for this annual renewal shall be specified in the Township Fee Schedule.

**Items to be Addressed:** If approved the owner will need to fill out the Annual Dog kennel Renewal Application and submit it to the Township Clerk for processing.

#### SPECIAL LAND USE REVIEW PROCEDURE

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

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

#### SPECIAL LAND USE REVIEW PROCEDURE

According to Section 16.06 the Township Board shall review the particular circumstances and facts of each proposed special use in terms of the following standards and required findings, and shall find and record adequate data, information and evidence showing that such a special use on the proposed site, lot, or parcel:

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

The facility will be used infrequently. Anytime dogs are on-site, they will be accompanied by an owner or a trainer.

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

The addition is consistent with the existing building.

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

It appears that this site will be adequately served. As noted above, the applicant must submit a plan to demonstrate how they will manage animal waste.

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

The proposed use of this site as a dog training facility is not expected to be hazardous or disturbing.

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

It does not appear that this use will generate additional requirements at public cost

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

**Items to be Addressed:** The Planning Commission should evaluate the proposed use in terms of the standards and required findings from section 16.06 of the Zoning Ordinance before making a recommendation to the Township Board.

#### RECOMPLEMBATIONS

We recommend the applicant provide more information and update the site plan per the following comments prior to the Planning Commission taking action on this application:

- 1. Provide lighting details for all exterior lights that demonstrate compliance with Section 14.22 of the Zoning Ordinance.
- 2. Apply for a sign permit from zoning administration if applicant desires a sign for establishment.
- 3. Fill out the Annual Dog kennel Renewal Application and submit it to the Township Clerk for processing, if approved.
- 4. The Planning Commission should evaluate the proposed use in terms of the standards and required findings from section 16.06 of the Zoning Ordinance before making a recommendation to the Township Board.

CARLISLE/WORTMAN ASSOC., INC.

Paul Montagno, AICP

**Associate** 

CARLISLE/WORTMAN ASSOC., INC.

**Kristoffer Canty** 

Planner

#308-2000

cc: Joe Daus, Township Zoning Administrator Debby Johnson, Township Deputy Clerk

John Enos, Principle CWA



February 20, 2020

Joe Daus, Zoning Administrator Howell Township 3525 Byron Road Howell, MI 48855

RE:

Einstein Dog Training

Preliminary/Final Site Plan Review

Mr. Daus,

We have received and reviewed the updated preliminary site plans for Einstein Dog Training located on Grand River Avenue in Howell Township. The plans were prepared by Livingston Engineering on behalf of Rachael and Dan Brinkman and are dated January 31, 2019. Based on our review, we offer the following comments:

#### General

The proposed site plan shows two parcels owned by Rachael and Dan Brinkman. A proposed pole building is to be developed in the existing back lot. The existing parking lot will provide parking for the proposed building. A private 33 feet wide ingress and egress easement is provided through the neighboring property, from Grand River to the parking lot.

The plans do not show the location of the trash receptacle storage area; it has been stated that curbside containers will be utilized for trash management.

The plans are stamped and signed by a licensed engineer.

#### **Water Service**

The property is served by a private well on the property. No new plumbing is planned for the pole building.

#### **Sanitary Service**

The existing site is served by two private septic tanks on the property. No new sanitary lines are shown in the proposed pole building as no plumbing is planned. The Owner should confirm that the Livingston County Health Department has reviewed and approved the additional use of the septic system.

#### **Stormwater and Grading**

The existing drainage pattern for the site is generally east to west, leading to a drainage swale along Grand River. A detention basin is proposed to detain the runoff from the proposed 0.21 improved acres. The detention sizing and orifices calculations are acceptable. There is no forebay basin in the pond, however, since the water is routed to the basin via sheet flow, a forebay basin is not necessary. The bottom of the pond should be excavated an extra foot to allow for some sediment build up in the pond.

The outlet pipe from the standpipe is proposed as a 4-inch PVC pipe. The minimum size for a storm sewer is 12 inches. This outlet should be upsized to meet the minimum. The current inverts are adequate for a 12-inch pipe. A flared end section or rip rap should be placed at the end of the pipe. We defer to the Livingston County Drain Commissioner for further comment on the drainage plan.

February 20, 2020 Page 2 of 2

#### **Pavement**

A proposed concrete access drive and two new parking spaces extend off the existing parking lot. A detail is provided and is adequate for the proposed use. The existing parking lot for the existing building is proposed to also serve the pole building. Since the parcel was split, these parking spaces are within the setback of the property and therefore, not in compliance with the zoning ordinance. However, no improvements are being made to the parking lot, so the parking lot is acceptable. We defer to the Township Planner for further comment on the parking space requirements.

#### **Landscaping and Lighting**

A landscaping plan is included in the plans. No plants are located over the septic tank or leach field and there is room for maintenance around the detention pond. We defer to the Township Planner for comment on the landscaping plan.

Several exterior lights are proposed on the pole building; however, no photometric plan was included in the site plan. It is not likely that the proposed lights will shed light on neighboring properties. We defer to the Township Planner for comment on the lighting plan.

#### Recommendation

Should the Planning Commission decide to proceed with approval of this project, we recommend the following conditions be placed on the approval:

- 1. Plans should be reviewed and approved by:
  - a. Fire Marshal
  - b. Township Planner
  - c. Livingston County Drain Commissioner
  - d. Livingston County Health Department
- 2. Excavate the bottom of the detention pond an extra foot for sediment.
- 3. Increase the size of the standpipe outlet pipe to 12 inches and provide outlet protection.

If you have any questions or need anything further, please feel free to contact our office.

Sincerely,

Tracy Anderson, P.E.

Project Manager

Phone: (734) 751-1909

Mailto: Tracy.Anderson@spicergroup.com

SPICER GROUP, INC.

125 Helle Dr, Suite 2 Dundee, MI 48131

CC: SGI File

Tim Zimmer, Livingston Engineering

#### **Howell Township Administration**

From:

Howell Township Inspector

Sent:

Monday, February 10, 2020 9:58 AM

To:

Howell Township Administration

Subject:

FW: Einstein Dog Training Site Plan

From: JAMIL CZUBENKO [mailto:jczubenko@howellfire.net]

Sent: Friday, February 7, 2020 4:50 PM

To: Howell Township Inspector <inspector@howelltownshipmi.org>

Cc: Bryan Hager <br/>
Subject: Re: Einstein Dog Training Site Plan

Joe,

We have reviewed the updated site plan for the proposed addition at 4640 W Grand River in Howell Twp and find that it is satisfactory as presented with the following concern shared with Tim Zimmer via email,

"Tim,

Thank you for the updated site plan. Your plan is acceptable with the understanding that all FD access roads are to maintained during all seasons for their intended purposes. That understanding for maintenance and access by the owners and occupants must be agreed upon for further approvals."

Please let me know if you have any questions or concerns.

Jamil Czubenko Assistant Chief/Fire Marshal Howell Area Fire Dept 517-546-0560

## **TRANSMITTAL**

TO: Howell Township 3525 Byron Road

Howell, Michigan 48855

DATE: February 3, 2020

civil engineering surveying planning site development

construction services

**ATTN:** Joe Daus - Zoning Administrator

Einstein Dog Training RE:

Revised Site/SLU Plan

We are transmitting the following items:

COPIES

COP	IES	DESCRIPTION
1(	0	sets of Site Plan Drawings
1		Review response letter
		*.
/- /- /- /- /- /- /- /- /- /- /- /- /-	As requ For you Please	transmitted as checked below:  Dested

Franker Janes

1. Flod 0 3 2017

SIGNED:

Timothy J. Zimmer, P.E.



#### LIVINGSTON ENGINEERING

February 3, 2020

Howell Township 3525 Byron Road Howell, Michigan 48855

Attention: Joe Daus - Zoning Administrator

Regarding: Einstein Dog Training

Revised Site Plan / Special Land Use Plans

The following items reference revisions made in response to comments from the Site Plan / Special Land Use review letters received from the Howell Township Zoning Department and as discussed in the Planning Commission meeting of 1/28/2020.

Responses to recommendations are listed as follows:

#### Planning Review - January 22, 2020 by Paul Montagno, AICP

- 1. The height of the proposed pole barn building is 22' from the ridge line to the finished floor.
- 2. Outdoor activity area is shown on the plan on the westerly side of the proposed pole barn, it is to be enclosed by a 4' fence and does not encroach in the required setbacks.
- 3. As discussed at the meeting parking needs are not anticipated to exceed the number of spaces shown on the plan. Note that one additional space has been added to the plan from the previous submittal making the total number of onsite spaces 14.
- 4. A Landscaping Plan has been included in the plans on Sheet 5.
- 5. The location of all existing and proposed outdoor lights are shown on the Site Plan (sheet 3). The only new lights are wall mounted fixtures adjacent to the proposed doors.
- 6. A sign permit will be applied for separately in accordance with Township requirements.
- 7. No outdoor trash storage is proposed. Trash will be handled via curbside pickup.
- 8. No regular outdoor training is proposed for the facility whereas most training off this type is handled offsite in public spaces. In the infrequent event that an on-site group class moves outdoors it will be done in the outdoor activity area discussed under item 2 above.
- 9. All required paperwork will be filed by the owner with the township including the Annual Dog Kennel Renewal application. It should be noted that no boarding or kenneling of animals is proposed at the site.
- 10. Listed below are responses to the standards and required findings from Section 16.06 of the Zoning Ordnance related to the proposed Special Use:
  - a. Onsite training will consist of one-on-one sessions with handlers and dog/owners, or groups sessions. These sessions will be, by nature, obedience oriented with no excessive barking allowed. They will also be primarily done indoors. Therefore, no noise issues are expected.
  - b. The property Site Plan is proposed to meet all requirements of the ordinance.
  - c. No significant animal waste will be generated by the proposed use. As discussed at the meeting, any incidental waste will be picked up with doggy bags and disposed of in the trash similar to how it is handled at other public spaces.
  - d. We refer to the operational discussion at the Planning Commission meeting in response to any concern over the proposed use being hazardous or disturbing to future neighboring uses.
  - e. No additional public costs will be required for the proposed use.
  - f. No adverse impact to the natural resources or environment of the existing parcel will be generated by the proposed dog training use of the property.

Howell Township Einstein Dog Training Revised Site Plan / Special Land Use Plans February 3, 2020 Page 2 of 2

11. Additional information has been provided in the attached Site Plan and as part of the prior discussions with the Planning Commission in regards to the proposed Special Use.

#### Engineering Review - January 22, 2020, by Kevin J. Wilks, PE & Tracy Anderson, PE

- 1. Plans will be reviewed and approved by all required agencies prior to construction.
- 2. No trash receptacle area is proposed. Trash will be managed using typical curbside pickup.
- 3. Existing wells and septic tanks are called out on sheets 2 & 3 of the plans.
- 4. An appropriately sized pond with calculations and details has been shown on the plans (see sheet 4 for calcs/details).

#### Fire Marshal Review - January 27, 2020, by Jamil Czubenko - Fire Marshal

- 1. A note regarding requirements for building numbering/identification has been added to the plans, see Site Plan Notes, #13 on the Cover sheet 1.
- 2. A note regarding the building Knox Box has been added to the plan, see note 15 on the Cover sheet 1.
- 3. HAFD requirements for access drives have been listed in the Site Plan notes in #14 and is reflected on the site plan layout.
- 4. An concrete drive has been added across the front of the building, as well as detail regarding the existing gravel drive around the existing building, to provide unobstructed access to within 150' of all portions of the exterior.
  - a. The existing gate on the easterly side of the existing building is to be removed, or widened, to allow for 20' wide unobstructed access to the rear of the building as noted on sheets 2 & 3. If the gate is to be widened, a note regarding Knox Box requirement has been added to the plan (see sheet 1, note 15). Also, the fence and gate extending west from the existing building to the westerly property line is proposed to be removed to allow access.
- 5. The recommendation of hardwired interconnected smoke alarm system for the buildings will be taken under advisement by the owner.
- 6. Note #16 on the Cover sheet 1 has been added to indicate final HAFD inspection requirement prior to issuance of a C of O.

Please contact me if you have any questions.

Sincerely,

Livingston Engineering

Timothy J. Zimmer, PE Sr. Project Manager

cc: file



## UEU 2 6 2019

#### HOWELL TOWNSHIP

Al	PPLICATION FOR SPECIAL USE PERMIT
Fee: 500,00	File No. 10209-15 Parcel ID# 20-100-027
1. Applicant EINSTEI	~ Dag TRAINING
Print name:	tein Dog TRAINING
2. Date of Application	
3. Address 10225 S	eymour RD. Gaines, MI 48436
4. Telephone Number	148-390.0626
5. Applicant is the:	
<ul><li>a. Owner</li><li>b. Lessee</li><li>c. Land contract vendee</li><li>d. Other</li></ul>	Purchasen
6. Legal Description (Attach copy if necessary)	Dog TRAINING
7. Current Zoning Classific	ation NSC
8. Attach completed Applic for Land Use Permit.	ation
9. Complete and attach here Application for Site Plan	to anReview.
10. Use for which permit is a	requested. Day training
11. Designate Ordinance sec authorizing special use re	
12. Attach supporting materifollowing criteria: (Section	al, exhibits and information that will support a finding of the on 16.06)
a. Use will be harmon intent and pur	ious with and in accordance with the general objectives, poses of this Ordinance.

harmonious and appropriate in character of the general vicinity	appearance with the existing or the intended.
c. The use will be served adequately by police and fire protection, drains	essential public facilities, such as highways, age, refuge disposal.
d. That the use will not be hazardous or neighboring uses.	disturbing to existing or future
e. That the use will not create excessive for public facilities, utilities, and	ve additional requirements of public costs services.
environment of the lot or parcel including, but not limited to prin	ial adverse impact upon the natural resources and upon which it is to be located and adjacent areas, ne agricultural areas, forest and woodlot areas, s, water recharge areas, flood ways, and wildlife
I hereby depose and say that all the above staten and any attachments submitted herewith are true	nents and information contained in this Application and accurate.
Subscribed to and sworn to before me	,
this 36th day of December, 2019	Name of Owner/Applicant
Notary PublicCounty, MI	Zirk DANIEL BRINKMAN Print name
My Commission Expires:	

### HOWELL TOWNSHIP USE ONLY

Page3

Approved Special Us	e Permit:	
	ng:	
	Use Permit:	
Reasons for Disapprox		
	val:	
	val:	
	val:	
	ral:	
Date of Public Hearing	ral:	
Date of Public Hearing	HOWELL TOWNSHIP BOARD  Supervisor	

## UEU 26 2019

PARCEL ID #4706 20 - 100 - 027 HOWELL TOWNSHIP FILE # PC 2019 - 16

### HOWELL TOWNSHIP APPLICATION FOR SITE PLAN REVIEW

	FEE: \$ 1400.00 ESCROW:	\$ 4,000 00 (minimum)
(	CHECK ONE: Preliminary Site Plan Review (20.06) Final Site Plan Review (20.07) Temporary Use Section (14.34)	Commercial/Industrial Development Subdivision/Site Condo Multi Family/Condo Planned Unit Development (PUD) Type:1)2)
1	. APPLICANT:	1ype:1)3)4)5)
	Company Name Finstein Dog Training Contact Name: Kirk (Dan) Brinkman	Owner: Kiek Daniel (DAN) + Rachael Brinkman
	Phone #: 348-390-0626	107
	Phone #: 870° 5 10 0080	E-Mail: dbrinkman 193 Byahoo. Con
	All Representatives to receive information and/or reports:	
	Contact Name: DAN BRINKMAN	E-Mail: dbrinkman 193 @ yphoo. com
	Contact Name: RACHARI BRINGMAN	E-Mail: CROleyR @ yahoorcom
	Contact Name:	_E-Mail:
2.	DATE OF APPLICATION:	
3	ADDRESS (of applicant): 10225 Seymour Ro	d.
	GAINES, MI 48436	
1.	TELEPHONE NO.: 248-390-0626 E-M	lail: dbrinkman 193 Quahone Com
š.	LOCATION OF PROPERTY: 4640 W. Grand	River Ave Howell, MI 48855
	LEGAL DESCRIPTION OF PROPERTY MUST BE ATTACH	
	CURRENT ZONING DISTRICT:	
	WRITTEN BUSINESS DESCRIPTION OF PROPOSED USE	WITH PARKING AND STORAGE DETAILS:
	Dog training facility, with main use hour 10-12 clients and days per class. With occasion	
	940 000 500	

- 10. The Site Plan is to contain the following information or the drawing submitted under the Land Use Permit can be utilized if it also contains the following information and is accurately drawn to scale:
  - a. The date, north arrow and scale. The scale shall be not less than 1" = 20' for property under three (3) acres and at least 1" = 100' for those (3) acres or more.
  - b. Statistical data including number of dwelling units, size of dwelling units, if any, and total gross acreage involved. In the case of mobile home park, the size and location of each mobile home site shall be shown.
  - c. The location and height of all existing and proposed structures on and within 100' of the subject property's boundary.
  - d. All lot and/or property lines are to be shown and dimensioned, including building setback lines on corner lots.
  - e. The location and dimensions of all existing and proposed drives, sidewalks, curb openings, signs, exterior lighting, curbing, parking areas (show dimensions of a typical parking space), unloading areas and recreation areas.
  - f. Vehicular traffic and pedestrian circulation features within and without the site.
  - g. The location of all proposed landscaping, fences or walls.
  - h. Size and location of existing and proposed utilities, including proposed connection to public sewer or water supply system.
  - i. A location map indicating the relationship of the site to the surrounding land uses.
  - j. The location and pavement width and right-of-way width of all abutting roads, streets, alleys or easements.
  - k. Show properties and respective zoning abutting the subject property.
  - 1. The location and size of all surface water drainage facilities.
  - m. Contour intervals shall be shown at a maximum of 2' intervals, with 1' intervals preferred for topographic features of the site.
- 11. Twelve (12) copies of the Preliminary Site Plan drawing shall be submitted with an Application for Site Plan Review (20.06a) 30 DAYS PRIOR TO MEETING.
- 12. Applicant to initial the following statements:
  - a. Planning Commission has sixty (60) days from filing date to approve or deny Site Plan.
  - b. Acknowledgement that approval of Preliminary Site Plan is valid for a period of one (1) year from date of approval.
  - c. Acknowledge that a one (1) year extension may be granted upon written request of the applicant and approval by Planning Commission
  - d. Acknowledge that the approval of Preliminary Site Plan shall expire one year after approval of Final Site Plan unless zoning permit has been obtained.
  - e. Applicant acknowledges approval of the Final Site Plan expires six (6) months after approval unless a Land Use Permit Application is applied for and granted.

- f. Applicant acknowledges that the Final Site Plan approval shall expire one year following the date of approval unless construction has begun on the property in accordance with the plan.
- g. Applicant acknowledges that he can appeal the Planning Commission's ruling of the Final Site Plan to the Board of Appeals within ten (10) days of it's decision on all matters except use of the land, use of buildings or structures.
- i. The Planning Commission has sixty (60) days from the date of the Planning Commission meeting at which the Final Site Plan was received to approve or disapprove.
- j. Improvements not in conformance with the Final Site Plan shall be deemed a violation of the ordinance and be subject to the penalties of the ordinance.
- k. Applicant acknowledges that sewer system tap in fee, if applicable, must be paid prior to issuance of a Land Use Permit.
- 13. Applicant to file twelve (12) copies of the Final Site Plan accompanying data and exhibits to the Township Clerk.

20B 20B

ZAB

APPLICANT HERBY DEPOSES AND SAYS THAT ALL THE ABOVE STATEMENTS AND INFORMATION CONTAINED IN THIS APPLICATON AND ANY STATEMENTS SUBMITTED HEREWITH OR ON THE SITE PLAN ARE TRUE AND ACCURATE.

Owner Signature	Print Name	Brim
Subscribed and sworn to before me this _	day of	, 20
Notary Public		
	_County, Michigan	
My Commission Expires: , 20	) .	

Revised: 10-30-2018

# AGENDA ITEM

9C



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

February 17, 2020

Mike Coddington Supervisor Howell Township 3525 Byron Road Howell, Michigan 48855

RE: Howell Township Trail Feasibility Study

Dear Supervisor Coddington:

Carlisle/Wortman Associates is pleased to submit a proposal of services to complete a Trail Feasibility Study for Howell Township. The study will build on the preliminary recommendations of the 2019 – 2023 Recreation Master Plan, providing an evaluation of trail opportunities and constraints for the proposed route along Oak Grove Road and implementation recommendations for the final route.

We are enclosing a work plan, timeline, and fees for your review. Paul Montagno will manage the project activities and Chris Nordstrom will compile, develop, and manage the information to be included in the studies. Our Not-to-Exceed Fee for this project is \$15,000.

We appreciate the opportunity to submit this proposal.

Sincerely,

CARLISLE/WORTMAN ASSOCIATES, INC.

ÇÁRLISLE/WORTMAN ASSOC., INC.

John L. Enos, AICP

Principal

CARLISLE/WORTMAN ASSOC., INC.

Paul Montagno, AICP

Associate

CARLISLE/WORTMAN ASSOC., INC. Chris Nordstrom, PLA, ASLA

Landscape Architect

## Howell Township Trail Feasibility Study Work Plan, Timeline, & Fees

The object of this proposal is to evaluate a potential trail alignment utilizing the right-of-way and easements along Grove Road from Highland Road/M-59 to Marr Road. The plan will identify opportunities and constraints related to this development, construction phasing and scheduling, and possible grant funding alternatives.

Tasks of the project include:

- Site analysis
- Public outreach and input
- Schematic design plan
- Construction costs
- Design considerations

The following work plan details the tasks described above. In addition, a timeline with fees further describes when each task would be completed.

#### Work Plan

#### 1. Site Analysis

- Evaluate the site and identify possible opportunities or constraints.
- Compile and analyze data including soil composition, topography, wetlands, and other information which help to inform trail design.

#### 2. Schematic Design Plan

• Prepare a preliminary sketch plan which takes into account factors evaluated in the site analysis and receive input from Steering Committee.

#### 2. Public Outreach and input

- Facilitate an open house with the general public, impacted property owners, and other stakeholders to present concept plan and receive further input.
- Refine plan based on public comments.

#### 3. Construction Costs

 Prepare a preliminary cost estimate which can be used for budget evaluation and preparation of grant requests

#### 4. Design Considerations

• Prepare an analysis of design factors including regulatory considerations, accessibility concerns, and other design components

#### 5. Final Design

Prepare a refined plan and report

#### Timeline

The proposed timeline below can be adjusted to best meet the needs of Township staff and other stakeholders.

Spring 2020

- Compile background data including topographic maps, parcel data, and other pertinent data.
- Perform site visit to evaluate existing conditions.
- Meet with relevant stakeholders including Livingston County Road Commission, SELCRA, Livingston County Water Resources Commissioners, and others as needed.
- Prepare sketch plan for preliminary review.

Early – mid summer 2020

- Facilitate open house.
- · Prepare revised design.
- Prepare cost estimate.
- Prepare design analysis documentation.
- Present refined plan and report for final review.
- Present final plan to Township Board of Trustees for formal adoption.

Fees

The fees presented below represent the hours anticipated for the development of the study.

Task	Principal John Enos (hours)	Project Manager Paul Montagno (hours)	<b>Landscape Arch.</b> Chris Nordstrom (hours)	GIS Tech (hours)
Site analysis and base file preparation	2	8	24	16
Conceptual sketch draft & schematic design	2	8	24	4
Public Outreach and Input	8 16		16	-
Construction Costs & Implementation	2	8	8	-
Design Considerations	2	8	12	-
Final Design	2	2 8		-
Total Hours	18	56	92	20
Hourly Rate	\$90/hr	\$80/hr	\$80/hr.	\$60/hr
Fee	\$1,620	\$4,480	\$7,360	\$1,200

**Total Project Cost:** 

\$14,660

11B



# -Ice & Dust Control-

# RATE QUOTE

Date: 3/04/	′20								
Customer:	Howell	Township							
Product:	Liquid Calci	um Chloride Brine for Dust Control							
Applied Rate: \$.194 per gallon / 9,500 gallons per load Discount Offered: 1% net 10 days of receipt; net 30 days									
Customer S	ignature:								
Date:									
Quoted By:	Brian Hitchco	ock, President							
If awarded	this bid, pleas	se sian and return to our office.							

#### **Technology Update**

The Deputy Treasurer computer is having some issues that will require some attention. Instead of fixing the computer, it is recommended to replace it at this time. This complies with our technology goals of replacing the office computers on a rotating basis in the next few years. At this time the two oldest computers in the office are Assessing and Deputy Treasurer. It is recommended to replace these two computers this budget year. Attached is the quote for the hardware, along with \$600 for installation. Two computers at this price plus installation would cost \$2,934.02. We currently have this in the budget for technology. Looking for approval on these two computers.

Respectfully submitted,

Jonathan Hohenstein



## A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your Premier page, or, if you do not have Premier, use this Quote to Order.

Quote No. Total

3000056618604.2

Sales Rep Phone

Allie Ziober

Customer# Quoted On

Expires by

\$1,734.02 15329742 Mar. 02, 2020 Apr. 01, 2020

(800) 456-3355, 7250213 Email **Billing To** 

Allie Ziober@Dell.com JEAN GRAHAM

HOWELL TOWNSHIP 3525 BYRON RD

HOWELL, MI 48855-7751

#### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards, Allie Ziober

#### **Shipping Group**

**Shipping To** 

**Shipping Method** 

JEAN GRAHAM HOWELL TOWNSHIP 3525 BYRON RD HOWELL, MI 48843 (517) 546-2817

Standard Delivery

**Product** OptiPlex 3070 MT MLK **Unit Price** 

Qty

Subtotal

\$867.01

2

\$1,734.02

arterior Control and a control of the control of th	
\$1,734.02	Subtotal:
\$0.00	Shipping:
\$1,734.02	Non-Taxable Amount:
\$0.00	Taxable Amount:
\$0.00	Estimated Tax:
\$1.734.02	Total:

Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales Representative for details.

#### **Shipping Group Details**

#### **Shipping To**

#### **Shipping Method**

JEAN GRAHAM HOWELL TOWNSHIP 3525 BYRON RD HOWELL, MI 48843 (517) 546-2817 Standard Delivery

			Qty	Subtotal
OptiPlex 3070 MT MLK Estimated delivery if purchased today: Mar. 16, 2020 Contract # C00000006563 Customer Agreement # Dell Std Terms		\$867.01	2	\$1,734.02
Description	sĸu	Unit Price	Qty	Subtotal
OptiPlex 3070 MT XCTO	210-ASDY	<u>.</u>	1	-
Intel® Core™ i5-9500 (6 Cores/9MB/6T/3.0GHz to 4.4GHz/65W); supports Windows 10/Linux	338-BRSY	-	1	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1	-
No AutoPilot	340-CKSZ	-	1	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	1	-
16GB 2X8GB 2666MHz DDR4 Memory, BCC	370-AEBG	-	1	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BEUP	-	1	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	1	-
No Additional Hard Drive	401-AANH	•	1	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	1	-
OptiPlex 3070 Tower with 260W up to 85% efficient Power Supply (80Plus Bronze)	329-BEJR	-	1	-
System Power Cord (Philipine/TH/US)	450-AAOJ	-	1	-
DVD+/-RW Bezel	325-BCXM	-	1	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	1	-
CMS Essentials DVD no Media	658-BBTV	-	1	-
No Media Card Reader	379-BBHM	-	1	-
No Wireless LAN Card	555-BBFO	<b></b>	1	-
No Wireless Driver	340-AFMQ	-	1	-
Chassis Intrusion Switch Tower	461-AAEF	÷	1	-
No Stand Option	575-BBBI	-	1	_
No Additional Cable Requested	379-BBCY	-	1	•
No PCIe add-in card	492-BBFF	-	1	-
Black Dell KB216 Wired Multi-Media Keyboard English	580-ADJC	~	1	-
Black Dell MS116 Wired Mouse	275-BBBW	w	1	•
No Cable Cover	325-BCZQ	•	1	-
Not selected in this configuration	817-BBBC	-	1	-
SupportAssist	525-BBCL	•	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-

Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Software for OptiPlex Systems	658-BEGX		1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
No Media	620-AAOH	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
Safety/Environment and Regulatory Guide (English/French Multilanguage)	340-AGIK	-	1	-
Dell Watchdog Timer	379-BDLB	-	1	-
Quick Setup Guide 3070 Tower	340-CMOG	•	1	-
US Order	332-1286	-	1	~
No UPC Label	389-BCGW	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
Ship Material for OptiPlex Tower	340-CDWT	~	1	~
Shipping Label for DAO	389-BBUU	-	1	-
MT: EPA Regulatory LBL for Mexico	389-DQRP	-	1	
No CompuTrace	461-AABF	*	1	-
Intel(R) Core(TM) i5 Processor Label	340-CKVN	-	1	-
Desktop BTO Standard shipment	800-BBIO	-	1	-
No Out-of-Band Systems Management	631-ACDC	<u>.</u>	1	-
No Dell Backup and Recovery software	637-AAAM	-	1	-
Custom Configuration	817-BBBB	-	1	-
No Anti-Virus Software	650-AAAM	-	1	~
No Additional Video Ports	492-BCKH	-	1	~
No Additional Add In Cards	382-BBHX	-	1	-
No Optane	400-BFPO	-	1	~
Dell Limited Hardware Warranty Plus Service	803-8583	-	1	~
ProSupport Plus: Accidental Damage Service, 3 Years	803-8774	÷	1	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	803-8802		1	~
ProSupport Plus: Next Business Day Onsite, 3 Years	803-8830		1	-
ProSupport Plus: 7x24 Technical Support, 3 Years	803-8886	~	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	**	1	-

Subtotal: \$1,734.02 Shipping: \$0.00 Estimated Tax: \$0.00

Total: \$

\$1,734.02

#### **Important Notes**

#### **Terms of Sale**

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax\_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

#### ^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

11C

# Howell Township Election Night Reports Run Time 9:52 PM Run Date 03/10/2020

#### Livingston County, Michigan

Presidential Primary Election, Tuesday, March 10, 2020

3/10/2020

Page 1 of 3

Unofficial results

Registered Voters

1714 of 5852 = 2929 %

Precincts Reporting

3 of 3 = 400.00 %

## Howell Township, Precinct 1

#### President of the United States - Democratic Party - Vote for not more than 1

Choice	Party	Absentee	Voting	Electi	on Day Voting		Total
Michael Bennet		0	0.00%	0	0.00%	0	0.00%
Joe Biden		65	49.24%	87	45.55%	152	47.06%
Michael R. Bloomberg		21	15.91%	1	0.52%	22	6.81%
Cory Booker		0	0.00%	0	0.00%	0	0.00%
Pete Buttigleg		11	8.33%	0	0.00%	11	3.41%
Julián Castro		0	0.00%	0	0.00%	0	0.00%
John Delaney		1	0.76%	0	0.00%	1.	0.31%
Tulsi Gabbard		0	0.00%	5	2.62%	5	1.55%
Amy Klobuchar		0	0.00%	0	0.00%	0	0.00%
Bernie Sanders		27	20.45%	97	50.79%	124	38.39%
Joe Sestak		0	0.00%	0	0.00%	0	0.00%
Tom Steyer		0	0.00%	0	0.00%	0	0.00%
Elizabeth Warren		5	3.79%	1	0.52%	6	1.86%
Marianne Williamson		0	0.00%	0	0.00%	0	0.00%
Andrew Yang		0	0.00%	0	0.00%	0	0.00%
Uncommitted		2	1.52%	0	0.00%	2	0.62%
C	ast Votes:	132	100.00%	191	100.00%	323	100,00%
Un	dervotes:	0	0.00%	0	0.00%	0	0.00%
C	vervotes:	0	0.00%	0	0.00%	0	0.00%

### President of the United States - Republican Party - Vote for not more than 1

Choice	Party	Absentee Voting		Electi	Election Day Voting		Tota		
Mark Sanford		1	0.50%	0	0.00%		1	0.36%	
Donald J. Trump		182	90.10%	75	97.40%		257	92.11%	
Joe Walsh		3	1.49%	2	2.60%		5	1.79%	
Bill Weld		1	0.50%	0	0.00%		1	0.36%	
Uncommitted		15	7.43%	0	0.00%		15	5.38%	
	Cast Votes:	202	100.00%	77	100.00%		279	100.00%	
	Undervotes:	0	0.00%	0	0.00%		0	0.00%	
	Overvotes:	0	0.00%	0	0.00%		0	0.00%	

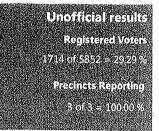
# Howell Township Election Night Reports Run Time 9.52 PM Run Date 03/10/2020

#### Livingston County, Michigan

Presidential Primary Election, Tuesday, March 10, 2020

3/10/2020

Page 2 of 3



### Howell Township, Precinct 2

#### President of the United States - Democratic Party - Vote for not more than 1

Choice	Party	Absentee	Voting	Electi	on Day Voting		Total
Michael Bennet		0	0.00%	2	0.92%	2	0.58%
Joe Biden		70	53.85%	109	50.23%	179	51.59%
Michael R. Bloomberg		19	14.62%	1	0.46%	20	5.76%
Cory Booker		0	0.00%	0	0.00%	0	0.00%
Pete Buttigieg		6	4.62%	1	0.46%	7	2,02%
Julián Castro		0	0.00%	0	0.00%	0	0.00%
John Delaney		0	0.00%	0	0.00%	0	0.00%
Tulsi Gabbard		0	0.00%	6	2.76%	6	1.73%
Amy Klobuchar		4	3.08%	0	0.00%	4	1.15%
Bernie Sanders		18	13.85%	98	45.16%	116	33,43%
Joe Sestak		0	0.00%	0	0.00%	0	0.00%
Tom Steyer		0	0.00%	0	0.00%	0	0.00%
Elizabeth Warren		7	5.38%	0	0.00%	7.	2.02%
Marianne Williamson		0	0.00%	0	0.00%	0	0.00%
Andrew Yang		0	0.00%	0	0.00%	0	0.00%
Uncommitted		6	4.62%	0	0.00%	6	1.73%
Ca	st Votes:	130	100.00%	217	100.00%	347	100.00%
Und	dervotes:	0	0.00%	0	0.00%	0	0.00%
0	vervotes:	0	0.00%	0	0.00%	0	0.00%

#### President of the United States - Republican Party - Vote for not more than 1

Choice	Party	Absentee Voting		Electi	Election Day Voting		Tota	
Mark Sanford		3	1.65%	0	0.00%		3	1.01%
Donald J. Trump		170	93.41%	111	95.69%		281	94.30%
Joe Walsh		2	1.10%	1	0.86%		3	1.01%
Bill Weld		0	0.00%	0	0.00%		0	0.00%
Uncommitted		7	3.85%	4	3.45%		11	3.69%
	Cast Votes:	182	100.00%	116	100.00%		298	100,00%
	Undervotes:	0	0.00%	0	0.00%		0	0.00%
	Overvotes:	0	0.00%	0	0.00%	1994	0	0.00%

# Howell Township Election Night Reports Run Time 9:52 PM Run Date 03/10/2020

#### Livingston County, Michigan

Presidential Primary Election, Tuesday, March 10, 2020

3/10/2020

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Unofficial results

Registered Voters

1714 of 5852 = 29,29 %

Precincts Reporting

3 of 3 = 100,00 %

Howell Township, Precinct 3

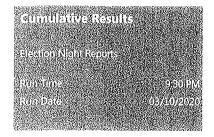
#### President of the United States - Democratic Party - Vote for not more than 1

Choice	Party	Absentee	Voting	Electi	on Day Voting		Total
Michael Bennet		0	0.00%	0	0.00%	0	0.00%
Joe Biden		60	55.05%	66	49.25%	126	51.85%
Michael R. Bloomberg		13	11.93%	0	0.00%	13	5,35%
Cory Booker		0	0.00%	0	0.00%	0	0.00%
Pete Buttigieg		12	11.01%	0	0.00%	12	4.94%
Julián Castro		0	0.00%	0	0.00%	0	0.00%
John Delaney		0	0.00%	0	0.00%	0	0.00%
Tulsi Gabbard		0	0.00%	0	0.00%	0	0,00%
Amy Klobuchar		5	4.59%	0	0.00%	5	2.06%
Bernie Sanders		13	11.93%	64	47.76%	77	31.69%
Joe Sestak		0	0.00%	0	0.00%	0	0.00%
Tom Steyer		0	0.00%	0	0.00%	0	0.00%
Elizabeth Warren		1	0.92%	2	1.49%	3	1.23%
Marianne Williamson		0	0.00%	0	0.00%	0	0.00%
Andrew Yang		0	0.00%	2	1.49%	2	0.82%
Uncommitted		5	4.59%	0	0.00%	5	2.06%
Ca	ast Votes:	1.09	100.00%	134	100.00%	243	100.00%
Un	dervotes:	0	0.00%	0	0.00%	0	0.00%
0	vervotes:	0	0.00%	0	0.00%	0	0.00%

#### President of the United States - Republican Party - Vote for not more than 1

Choice	Party	Absentee	Voting	Elect	tion Day Voting		Total
Mark Sanford		1	0.67%	1	1.33%	2	0.89%
Donald J. Trump		140	93.96%	70	93,33%	210	93.75%
Joe Walsh		0	0.00%	0	0.00%	0	0.00%
Bill Weld		2	1.34%	2	2.67%	4	1.79%
Uncommitted		6	4.03%	2	2.67%	8	3.57%
	Cast Votes:	149	100.00%	75	100.00%	224	100,00%
	Undervotes:	0	0.00%	0	0.00%	0	0.00%
	Overvotes:	0	0.00%	0	0,00%	0	0.00%

# County Wide



#### Livingston County, Michigan

Presidential Primary Election, Tuesday, March 10, 2020

3/10/2020

Page 1 of 2

Unofficial results

Replaced Votes

45597 or  $152/132 \pm 3087\%$ Preclicts Reporting

80 or  $30 \pm 30000\%$ 

#### President of the United States - Democratic Party - Vote for not more than 1

Chains	Donato	<b>0</b> la <b>4</b>		Electi	on Day		
Choice	Party	Absentee	Voting	\$14.00 m² \$15.00 \$1.00 m² \$1.0	Voting		Total
Michael Bennet		7	0.07%	6	0.04%	13	0.05%
Joe Biden		5495	52.00%	8852	52.30%	14347	52.18%
Michael R. Bloomberg		1317	12.46%	110	0.65%	1427	5.19%
Cory Booker		3	0.03%	4	0.02%	7	0.03%
Pete Buttigieg		468	4.43%	44	0.26%	512	1.86%
Julián Castro		2	0.02%	1	0.01%	3	0.01%
John Delaney		4	0.04%	4	0.02%	8	0.03%
Tulsi Gabbard		65	0.62%	150	0.89%	215	0.78%
Amy Klobuchar		241	2.28%	30	0.18%	271	0.99%
Bernie Sanders		2120	20.06%	7562	44.67%	9682	35.21%
Joe Sestak		4	0.04%	3	0.02%	7	0.03%
Tom Steyer		30	0.28%	6	0.04%	36	0.13%
Elizabeth Warren		454	4.30%	86	0.51%	540	1.96%
Marianne Williamsor	ì	8	0.08%	7	0.04%	15	0.05%
Andrew Yang		24	0.23%	16	0.09%	40	0.15%
Uncommitted		300	2.84%	35	0.21%	335	1.22%
C	ast Votes:	10542	99.75%	16916	99.94%	27458	99.87%
Ur	ndervotes:	19	0.18%	9	0.05%	28	0.10%
(	Overvotes:	7	0.07%	2	0.01%	9	0.03%

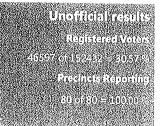
# Connullative Results Heaton Main reports Hoppine 920 PM Surport 9740/200

#### Livingston County, Michigan

Presidential Primary Election, Tuesday, March 10, 2020

3/10/2020

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#### President of the United States - Republican Party - Vote for not more than 1

Choice	Party	Absentee	Voting	Election	on Day Voting		Total
Mark Sanford	The state of the s	52	0.45%	48	0.63%	100	0.52%
Donald J. Trump		10636	92.91%	7285	95.72%	17921	94.03%
Joe Walsh		49	0.43%	48	0.63%	97	0.51%
Bill Weld		104	0.91%	84	1.10%	188	0.99%
Uncommitted		546	4.77%	130	1.71%	676	3.55%
	Cast Votes:	11387	99.47%	7595	99.79%	18982	99.60%
	Undervotes:	52	0.45%	11	0.14%	63	0.33%
	Overvotes:	9	0.08%	5	0.07%	14	0.07%

#### **Mott Community College Bond Proposition - Nonpartisan**

				Election	on Day		
Choice	Party	Absentee			Voting		Total
Yes		478	44.59%	589	51.99%	1067	48.39%
No		535	49.91%	468	41.31%	1003	45.49%
	Cast Votes:	1.013	94.50%	1057	93.29%	2070	93.88%
	Undervotes:	58	5.41%	76	6,71%	134	6.08%
	Overvotes:	1	0.09%	0	0.00%	1	0.05%

# Ingham Intermediate School District Special Education Millage Proposal - Nonpartisan

				Electio	on Day		
Choice	Party	Absentee		MIA ROBERT STATE OF THE STATE O	Voting		Total
Yes		6	50.00%	326	55.54%	332	55.43%
No	District Control of the Control of t	6	50.00%	232	39.52%	238	39.73%
	Cast Votes:	12	100.00%	558	95.06%	570	95.16%
	Undervotes:	0	0.00%	29	4.94%	29	4.84%
	Overvotes:	0	0.00%	0	0.00%	0	0.00%

11D

### **ADDRESS ASSIGNMENT**

Permit #	Contractor	Job Address	Fee Total			
PA20-001	ROBBINS JASON K AND METC	2488 W MARR	\$25.00			
Work Descrip	Work Description: ON MARR ROAD - 1/4 MILES WEST OF BYRON - ON THE NORTH SIDE OF THE ROAD.					

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

## Residential Land Use

Permit #	Contractor	Job Address	Fee Total
P20-005	D & D HOME DEVELOPMENT	340 E ALLEN	\$75.00
Work Descrip	tion: 2,700 SQ. FT. TWO-STORY DV 3 CAR ATTACHED GARAGE CONCRETE/COVERED POR		
P20-011	ROBBINS JASON K AND METC	2 2488 W MARR	\$75.00
Work Descrip	tion: 30X55 FEET (1650 S.F) RANCI	H HOUSE ON CONCRETE SLAB	
	THREE-CAR GARAGE 22X32	FEET (704 S.F)	
P20-008	STEMPKY MICHAEL AND JACI	K 4217 OAK GROVE RD	\$75.00
Work Descrip	tion: 40 X 72 POLE BARN		
P20-007	CHEERLA DENA	125 E BARRON	\$10.00
Work Descrip	tion: FINISHING BASEMENT		
P20-012	RIDGE (KLETT) MEREDITH	3656 AMBER OAKS DR	\$10.00
Work Descrip	tion: DRYWALL TO BASEMENT, F	FLOORING AND LIGHTING	
P20-015	WESTVIEW CAPITAL LLC	3300 HILL HOLLOW LN	\$105.00
Work Descrip	tion: 1,526 SQ FT RANCH ON A SL	AB, WITH A 2 CAR ATTACHED GARAGE.	
P20-013	MAC DOUGALL SCOTT M	3225 HILL HOLLOW LN	\$50.00
Work Descrip	tion: 352 SQ. FT. DECK, ATTACHE	D TO REAR SIDE OF HOUSE	

Total Permits For Type: 7
Total Fees For Type: \$400.00

### **Sewer Connection**

Permit #	Contractor	Job Address	Fee Total
P17-202	G L B PARTNERS LLC	3300 HILL HOLLOW LN	\$0.00
Work Descri	ption:		

**Total Permits For Type:** 

1

**Total Fees For Type:** 

\$0.00

## Sign

Permit #	Contractor	Job Address	Fee Total		
P20-010	FOLDENAUER RONALD A & I	O 4959 W GRAND RIV	\$225.00		
Work Description: INTERNALLY LIT LED MONUMENT SIGN W/ TWO 18"X150" 4.8MM LED MESSAGES DISPLAYS 80 SQ. FT. SIGN AREA					
P20-009	TANGER PROPERTIES LLC	1475 N BURKHART D-200	\$175.00		
Work Descrip	ption: 12' 7/8" X 24" ILLUMINATEI	O WALL SIGN			
P20-014	TANGER PROPERTIES LLC	1475 N BURKHART C-160	\$225.00		
Work Descrip	otion: 48.64 SQ. FT. SIGN				
	INTERNALLY ILLUMINATE	D LED LETTERING			

Total Ford For Type: 3

Total Fees For Type: \$625.00

# Water Connection

P17-201 G L B PARTNERS LLC 3300 HILL HOLLOW LN

Total Permits For Type: 1
Total Fees For Type: \$0.00

# **Report Summary**

Population: All Records Permit.DateIssued Between 2/1/2020 12:00:00 AM AND 2/29/2020 11:59:59 PM Grand Total Fees: \$1,050.00 Grand Total Permits: 13

11E

Monthly Activity Report for February 2020 – Assessing Dept/Brent Kilpela

MTT UPDATE:

Chestnut Development LLC v Howell Township: A stipulation has been entered for a consent

judgement. The Michigan Tax Tribunal has accepted the consent judgement. This resulted in a

loss of \$67.98 in property taxes for the Township.

Chestnut Development LLC v Howell Township: A stipulation has been entered for a consent

judgement. Waiting for decision.

Chestnut Crossing LLC v Howell Township: After back and forth discussion the petitioner

withdrew the appeal. No expense to the township. This result preserved the tax base going

forward for this development and similar future developments.

Amerilodge v Howell Township: Filed answer to appeal on August 21st. Prehearing General Call

set for August 16, 2020 with valuation disclosure due by May 20, 2020. Still waiting for response

to my rebuttal.

Burkhart Ridge v Howell Township: Filed answer to appeal on October 9th. Prehearing General

Call set for September 16, 2020 with valuation disclosure due by June 19, 2020.

**SMALL CLAIMS TRIBUNAL:** No pending litigation.

**ASSESSING OFFICE:** 

ASSESSOR: Finished the 2020 Work Roll and sent into Livingston County for approval. Finished

the Personal Property and EMPP valuations. The assessment roll will be handed over the Board

of Review on March 3<sup>rd</sup>. The March Board of Review schedule is light this year. This happens to

be a good thing with an election dropped right in the middle of it.

**OTHER:** Prepared County Tax Allocation Budget for the April meeting.

11G

#### MHOG Meeting: February 19, 2020 5pm

#### Water Usage:

Water treatment was down about 9% over last year due to the mild winter not freezing and breaking pipes.

#### **Projects:**

Storage building is nearly complete. Made corresponding percentage payment.

Continued discussion on cross country line and 24-inch main, and payment strategy.

City of Howell is updating part of its water treatment this year, and plan to be using MHOG water for about one month.

#### **Budget:**

Approved 2020 budget.

Respectfully submitted, Jonathan Hohenstein

11H



ASSOCIATES, INC.

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

February 17, 2020

Mike Coddington Supervisor Howell Township 3525 Byron Road Howell, Michigan 48855

RE:

Howell Township Trail Feasibility Study

Dear Supervisor Coddington:

Carlisle/Wortman Associates is pleased to submit a proposal of services to complete a Trail Feasibility Study for Howell Township. The study will build on the preliminary recommendations of the 2019 – 2023 Recreation Master Plan, providing an evaluation of trail opportunities and constraints for the proposed route along Oak Grove Road and implementation recommendations for the final route.

We are enclosing a work plan, timeline, and fees for your review. Paul Montagno will manage the project activities and Chris Nordstrom will compile, develop, and manage the information to be included in the studies. Our Not-to-Exceed Fee for this project is \$15,000.

We appreciate the opportunity to submit this proposal.

Sincerely,

CARLISLE/WORTMAN ASSOCIATES, INC.

CARLISLE/WORTMAN ASSOC., INC.

Principal

CARLISLE WORTMAN ASSOC., INC.

Paul Montagno, AICP

Associate

CARLISLE/WORTMAN ASSOC., INC. Chris Nordstrom, PLA, ASLA

Landscape Architect

# Howell Township Trail Feasibility Study Work Plan, Timeline, & Fees

The object of this proposal is to evaluate a potential trail alignment utilizing the right-of-way and easements along Grove Road from Highland Road/M-59 to Marr Road. The plan will identify opportunities and constraints related to this development, construction phasing and scheduling, and possible grant funding alternatives.

Tasks of the project include:

- Site analysis
- Public outreach and input
- Schematic design plan
- Construction costs
- Design considerations

The following work plan details the tasks described above. In addition, a timeline with fees further describes when each task would be completed.

#### Work Plan

#### 1. Site Analysis

- Evaluate the site and identify possible opportunities or constraints.
- Compile and analyze data including soil composition, topography, wetlands, and other information which help to inform trail design.

#### 2. Schematic Design Plan

 Prepare a preliminary sketch plan which takes into account factors evaluated in the site analysis and receive input from Steering Committee.

#### 2. Public Outreach and input

- Facilitate an open house with the general public, impacted property owners, and other stakeholders to present concept plan and receive further input.
- Refine plan based on public comments.

#### 3. Construction Costs

 Prepare a preliminary cost estimate which can be used for budget evaluation and preparation of grant requests

#### 4. Design Considerations

 Prepare an analysis of design factors including regulatory considerations, accessibility concerns, and other design components

#### 5. Final Design

Prepare a refined plan and report

#### Timeline

The proposed timeline below can be adjusted to best meet the needs of Township staff and other stakeholders.

Spring 2020

- Compile background data including topographic maps, parcel data, and other pertinent data.
- Perform site visit to evaluate existing conditions.
- Meet with relevant stakeholders including Livingston County Road Commission, SELCRA, Livingston County Water Resources Commissioners, and others as needed.
- · Prepare sketch plan for preliminary review.

Early – mid summer 2020

- Facilitate open house.
- Prepare revised design.
- Prepare cost estimate.
- · Prepare design analysis documentation.
- Present refined plan and report for final review.
- Present final plan to Township Board of Trustees for formal adoption.

Fees

The fees presented below represent the hours anticipated for the development of the study.

Task	Principal John Enos (hours)	Project Manager Paul Montagno (hours)	Landscape Arch. Chris Nordstrom (hours)	GIS Tech (hours)
Site analysis and base file preparation	2	8	24	16
Conceptual sketch draft & schematic design	2	8	24	4
Public Outreach and Input	8	16	16	-
Construction Costs & Implementation	2	8	8	-
Design Considerations	2	8	12	-
Final Design	2	8	8	-
Total Hours	18	56	92	20
Hourly Rate	\$90/hr	\$80/hr	\$80/hr.	\$60/hr
Fee	\$1,620	\$4,480	\$7,360	\$1,200

**Total Project Cost:** 

\$14,660

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#### Howell Township Waste Water Treatment Plant Meeting: February 20, 2020 10-11am

Attending: James Soper, Greg Tatara, Jim Aulette, Brent Kilpela, Jean Graham, Jonathan Hohenstein

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

**Pump Stations:** After the heavy rain event in January a lot of sewer lines were flushed out. It was decided in January to check pump stations to see if they need to be cleaned and vacuumed, starting with the known trouble areas. James has not performed this item as of the meeting. James will be looking at the stations soon to see if any cleaning is necessary.

**Personnel:** James brought the draft proposal for additional personnel to the meeting. We made some comments and changes we would like to see as part of the proposal. James will be getting us an updated proposal. If the proposal gets to the Township before the Board meeting, committee will be looking for discussion and possible action on this item. Greg let James know that Inframark should start using the GIS program that the Township developed to help manage things like the collection system and pump station cleaning. There may be some small upgrades to GIS required once James and crew are using GIS for these items.

**EGLE:** EGLE sent out a bulletin on high water levels in the state and requests that each municipality with water and sewer infrastructure to conduct a vulnerability analysis to keep at the plant. James will be preparing this analysis according to EGLE's requirements.

**Pump Station #8:** James is having some issues with the pumps at pump station #8. One pump's run time is much longer than the other. Greg recommended to look at the check-valve, and told James where the valves are and how to do this work.

RAS Pump #3: Quote from UIS to replace this pump (attached) will allow James to use both clarifiers again. Recommend approval of quote from UIS for RAS pump #3 not to exceed \$4050 as presented.

Scum removal: James will be looking into getting quotes to fix the clarifier scum removal system.

**SCADA:** James provided scope of work paperwork for the SCADA update. We will be reviewing this and working towards a complete package. Estimates for this job are higher than expected and may need to be pushed back until after Grand River pump station is complete.

Respectfully submitted, Jonathan Hohenstein

## Summary

Please find in this report details that describe the monthly operating characteristics and performance of the wastewater treatment plant and lift stations, as well as other noteworthy items that occurred in January. We are always available to discuss any of these matters in greater detail if you have any further questions or comments. There were no violations in January. We are thankful for the continued opportunity to partner with Howell Township.

## Items Requiring Action

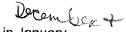
We would like further discussion and consideration on the following:

Criticality**	Request	Impact	Est. Cost	Timing
High	Flow pace the Influent (raw) sampler. The equipment to get a flow signal to the sampler is not in place.	The effluent sample is collected based on flow. The influent sample is collected based on time (a sample is collected every 15 minutes), they should both be flow based.	\$7,695	Scheduled for February 14, 2020
High	Detail collection system maintenance scope in a contract revision that includes additional staffing and realocate resources.	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	Scheduled for February 20, 2020
High	Replace one UV system module. UV system currently has 3 of original 4 UV modules in service. module.	Bring UV system back to original capacity with 4 working modules.	\$30,000	Approved and ordered
High	Replace administration building furnace	Maintainance and safety	\$4870	Scheduled for installation on 2/24/2020

Monthly Report

Criticality**	Request	Impact	Est. Cost	Timing
High	Update SCADA to VT SCADA. Inframark is working on putting together a guidline for work to be accomplished to update SCADA.	Allow multiple quotes to be submitted based on the same scope of work	TBD	Estimated February 20, 2020.
High	Purchase of lab equipment to run Colilert 18 Fecal Coliform testing.	Improved system for Fecal Coliform analysis,	\$4200	Beginning training. Anticipating using for reporting March 1st, 2020
High	Replace RAS pump #3 variable frequency drive.	Allow full use of both clarifiers.	\$4050	TBD

## Operations



The treatment plant did not experienced any violations in January.

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.

## Maintenance & Repair

A copy of the monthly maintenance report is attached. A total of 77 preventive maintains work orders were completed in December. The new eMaintenance program is in full use.

Work on replacing the biolac diffusers will be held off until spring

A copy of the lift station checks and run time data report is attached. There have been a number of the lift stations that have not had all of the pumps hour meters read. Inframark became aware that some of the panels that were being accessed had open power in the spaces and their policy is for only electrically qualified personel to access such panels based on a safety concern of arc flash. UIS has recently toured the stations to view the panels and make recommendations.

Lift station #8 (Burkhart rd.) had unbalanced run times. Kennedy lifted both pumps and cleaned them, also replaced the totalizer for pump 1 and the run times are still uneven, with pump 2 running longer.

Lift station #5 (across from lake) starter unit for pump 2 was reprogrammed, it was tripping frequently. Pump #1 was presumed to have a bad totalizer, the totalizer was replaced but is still not totalizing. The pumps were observed to cycle between them and both operated and discharged comparible flows.

# Miss Dig System

77 miss digs were responded to as no potential conflict to the township sewers and 21 locates were marked with paint and flagging.

## Health & Safety

There were no safety incidents in December.

#### Personnel

Onsite personnel serving the project during December included James Soper, Andre Randall, Bill Jones, with Kirt Ervin as the Regional VP.

Monthly Report









Date February 7, 2020 **Description** WWTP - Replace VFD

Customer Howell Township

To James Soper Howell Township

1222 Packard Dr

Quote # 191903R Estimator Brian Davis

Email brian.davis@uiscorp.com

Howell, MI 48843

Scope of Work

Cost

At the WWTP, furnish and install one (1) Square D Altivar 212, 5 HP VFD, with remote HIM, to replace failed unit at RAS Pump #3.

Provide programming and startup services.

Total

\$4,050.00

UIS SCADA Approved by

Date February 7, 2020

#### Exclusions and Clarifications

Our quote is based on straight time during normal hours of 7:00 A.M. - 3:30 P.M., Monday through Friday.

Our price is valid for thirty (30) days, after which time UIS SCADA reserves the right to review and modify any and all portions of its proposal.

This proposal contains pricing and other information confidential and proprietary to UIS SCADA, and disclosure of the contents of this letter and any attachments to persons or organizations outside of this agreement is not authorized without specific written permission from UIS SCADA.

#### UIS GROUP OF COMPANIES - TERMS AND CONDITIONS

These Terms and Conditions ("Terms") apply to all products and services, including without limitation, computer software program(s) provided to Purchaser under an Order Confirmation with Utilities Instrumentation Services, Inc., UIS SCADA, Inc., and/or UIS Renewable Power, Inc. (collectively, "Seller"). These Terms are incorporated into each and every Order Confirmation issued by Seller to a purchaser of such Products or Services ("Purchaser"). A confirmation or acknowledgement of an order ("Order Confirmation") will be issued to Purchaser after the Purchaser has submitted an order to Seller. The Order Confirmation constitutes Seller's offer to the Purchaser identified in the Order Confirmation to sell the Products and/or provide the Services identified in the Order Confirmation and otherwise to enter into the agreement that the Order Confirmation and these Terms describe, and the Order Confirmation and these Terms shall be the complete and exclusive statement of such offer and agreement.

2. Acceptance.

A contract is formed when Purchaser accepts the Order Confirmation by written acknowledgement, by accepting the Products and/or Services, or other issued acceptance documents for the Products and/or Services. Acceptance is expressly limited to these Terms and the terms and conditions expressly referenced on the face of the Order Confirmation, and shall not include any terms and conditions contained in Purchaser's purchase order. Notwithstanding any contrary provision in Purchaser's purchase order or other acceptance document, delivery of Products, performance of Services or commencement of Services by Seller shall not constitute acceptance of Purchaser's terms and conditions to the extent any such terms or conditions are inconsistent with or in addition to the terms and conditions contained in the Order Confirmation.

#### 3. Prices.

Prices for Products and/or Services shall be set forth in the Order Confirmation. Unless otherwise expressly stated in the Order Confirmation: (a) prices for Products specified in the Order Confirmation do not include storage, handling, packaging or transportation charges; and (b) prices do not include any applicable federal, state, local or foreign duties or taxes

#### 4. Payment Terms.

Unless otherwise expressly stated in the Order Confirmation, all accounts are payable in U.S. currency thirty (30) days from the date of Seller's invoice. Credit and delivery of Products shall be subject to Seller's approval. The Purchaser shall pay Seller for Services performed in accordance with the rates and charges set forth in the Order Confirmation. If the Purchaser objects to any portion of an invoice, the Purchaser shall notify Seller, in writing, within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay when due any portion of the invoice not in dispute. Failure to provide notification shall constitute acceptance of the invoice as submitted. If Purchaser fails to pay undisputed invoiced amounts within the thirty (30) calendar days of the invoice date, Seller may at any time, without waiving any other claim against the Purchaser (including lien rights) and without thereby incurring any liability to the Purchaser, suspend or terminate the Order Confirmation. Purchaser is prohibited from and shall not set off against or recoup from any invoiced nounts due or to become due from Purchaser or its affiliates any amounts due or to become due to Seller or its affiliates, whether arising under the Order Confirmation, any related purchase order or under any other agreement.

#### 5. Shipping and Delivery.

All sales of Products are F.O.B. Selfer's plant unless otherwise specified in the Order Confirmation. Responsibility of Selfer shall cease upon delivery to and receipt of the Products by a common carrier at which point Purchaser will bear all risk of loss for the Products. Premium shipping expenses and/or other related expenses necessary to meet Purchaser's accelerated delivery schedules shall be the responsibility of Purchaser. Deliveries of orders placed by Purchaser may be changed, deferred or canceled only upon specific agreement in writing by Seller and Seller may condition such agreement upon Purchaser's assumption of liability and payment to Seller for (a) a sum equal to the costs of work in process including costs accrued for labor and material; (b) any amount for which Seller is liable by reason of commitments made by Seller to its suppliers; and (c) any other loss, cost or expense of Seller as a result of such change, deferment or cancellation

#### 6. Proprietary Materials.

Seller shall have and retain all rights, title and interest, including all intellectual property rights, in and to all Products, Services and associated materials, including, without limitation, all related reports, specifications, designs and any other property, tangible or intangible, furnished by Seller in connection with or under the Order Confirmation or any related purchase order ("Proprietary Materials"). No Proprietary Materials or eated by Seller in connection with or pursuant to the Order Confirmation or any related purchase order shall be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act.

#### 7. Licenses.

Seller does not grant to Purchaser any license with respect to the Products, and any such license terms with respect to the Products shall be governed solely by the licenses, if any, provided solely by the third-party manufactures of such products.

8. Design.

Seller is not responsible for the design of the Products and will not, under any circumstances, have any warranty, indemrification or other liability or obligations with respect to Products to the extent related to or arising out of the design and/or specifications for such Products. Suggestions by Seller as to design, use and suitability of the Products are made in good faith; provided, however, Buyer assumes full responsibility for accepting and/or using such suggestions

9. Warranty.

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

**Utilities Instrumentation Service** UIS SCADA **UIS Renewable Power** 

(a) Seller warrants, that at the time of delivery, the Products will conform to the specifications, if any, that are a part of the Order Confirmation. Purchaser understands and hereby expressly agrees that any claim for defective materials, defective materials, defective manufacture, or any other claim with respect to the Products shall be made directly to the manufacturer of the Product and not the Seller. Seller makes no warranties, either express or implied, regarding defective materials, defective manufacture, or any other claim with respect to Products. may, at its sole election, and as Purchaser's sole remedy, make an allowance, repair, or replace such quantity of the Products a shall prove to be defective, then Purchaser shall hold and make available for inspection and testing by Seller all Products claimed by Purchaser to be defective.

(b) Services provided by Seller under an Order Confirmation will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

(e) THE SELLER DISCLAIMS, AND PURCHASER HEREBY EXPRESSLY WAIVES, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS AND/OR SERVICES, AND/OR THE RESULTS OBTAINED FROM THEIR USE BY PURCHASER AND/OR ITS USERS, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR IMPLED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, DISCLAIMS ANY AND ALL LIABILITY FOR THE USE OR PERFORMANCE OF THE SERVICES AND/OR PRODUCTS SELECTED BY THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE UNIFORM COMMERCIAL CODE AND ANY SPECIFIC STATE ADOPTIONS THEREOF SHALL NOT GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THESE TERMS OR ANY ORDER CONFIRMATION.

#### 10. Liability Limitation.

Specific performance shall not be available to Purchaser as a remedy in connection with Seller's providing of the Products and/or Services. Monetary damages against Seller shall be limited to the dollar amount charged to Purchaser for the applicable order placed by Purchaser and accepted by Seller for any of the Services and/or Products alleged to be the cause of any loss or damage, whether founded in contract, tot (including negligence), strict liability or otherwise, arising out of, or resulting from: (a) any order placed by Purchaser and accepted by Seller or Seller's performance or breach; or (b) the design, manufacture, delivery, sale, repair, replacement or use of any such Products. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, EXEMPLARY. INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL) ARISING OUT OF OR RELATING TO THE ORDER CONFIRMATION, ANY RELATED PURCHASE ORDER, OR THE SERVICE AND/OR PRODUCTS. ANY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON SELLER ONLY WHEN SPECIFICALLY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON SELLER ONLY WHEN SPECIFICALLY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON SELLER ONLY WHEN SPECIFICALLY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON SELLER ONLY WHEN SPECIFICALLY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON SELLER ONLY WHEN SPECIFICALLY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON SELLER ONLY WHEN SPECIFICALLY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON SELLER ONLY WHEN SPECIFICALLY REFERENCING THIS SECTION.

#### 11. Termination.

In the event that Purchaser fails to perform any of its obligations stated in the Order Confirmation or any related purchase order and fails to cure such breach within ten (10) days after receipt of written notice from the Seller specifying such breach, the Seller may at its option immediately terminate the Order Confirmation and/or any related purchase orders. Upon any such termination by Seller. (a) Seller shall be relieved of any further obligation to Purchaser (including, without limitation, any obligation with respect to delivery or transition of supply); (b) Purchaser shall be lable to Seller for the immediate payment of amounts then billed to date by Seller to Purchaser; (c) Purchaser shall purchase and pay Seller immediately for all raw materials, components, work in process and finished goods acquired by Seller in connection with the Order Confirmation and/or any related purchase orders; and (d) Purchaser shall immediately reimburse Seller for all other loss, cost or expense of Seller as a result of the termination of the Order Confirmation or any related purchase order.

12. Right of Entry.

13. Right of Entry.

14. Right of Entry.

15. Applicable, Purchaser shall provide for Seller's right to enter the property owned by the Purchaser and/or others in order for Seller to perform the Services in the Order Confirmation. The Purchaser agrees, to the fullest extent permitted by law, to indemnify and hold Seller to perform the Services in the Order Confirmation. and his or her subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

13. Force Majeure.

Seller shall not be liable for any delay or failure to perform any obligation under this Agreement if such delay or failure is caused by circumstances beyond its reasonable control, including, without limitation, acts of God or public authority, riots or other public disturbances. labor disputes of any kind, electrical or power outages, utilities or telecommunications failures, earthquake, storms or other elements of nature, acts or orders of government, acts of terrorism or war, or acts by third parties, failure of Purchaser to provide required information, or the change in cost or availability of raw materials, components or services based on market conditions, supplier actions or contract disputes ("Force Majeure Event"). During a Force Majeure Event, Selter's obligations under the Order Confirmation and any related purchase order shall be suspended and Selter shall not have any obligation to provide Purchaser with Services from other sources or to pay or reimburse Purchaser for any additional costs to Purchaser of obtaining substitute Services, nor shall Selter be liable for any damages to Purchaser arising from or related to a Force Majeure Event.

#### 14. Employee Solicitation

Employee Solicitation. Purchaser agrees not to hire, attempt to hire, or retain as consultants or otherwise, employees and/or consultants of Seller directly or through a third-party entity during the employment or consulting period and for a period of one (1) year subsequent to the employee's and/or consultant's last day of work for Seller regardless of the circumstances surrounding employee's cause of termination of employment.

#### 15. Indemnification.

Purchaser holds harmless, indemnifies, and will defend Seller and its related or affiliated entities including their respective officers, agents and employees against any claims, liabilities, expenses, charges, or fines including attorney's fees and expenses to the extent directly or indirectly cause by Purchaser's (including those acting on behalf of Purchaser) (a) negligent acts of omissions and involving property damage or bodily injury; (b) breach of the terms of the contract between the parties; or (c) violation of applicable law. This provision shall apply even if there is concurrent negligence but shall not apply to property damage or bodily injury arising solely from Seller's negligence. Liability per above is not limited by limits of workers compensation coverage.

#### 16, Waiver.

Waiver by Seller of any of the terms or conditions of the Order Confirmation shall be effective only if in writing and signed by Seller, and shall not constitute a waiver of such terms as to any subsequent events or conditions, whether similar or dissimilar. No course of dealing or custom in the trade shall constitute a modification or waiver by Seller of any right.

#### 17. Survival.

These Terms shall survive and continue in full force and effect following the expiration, cancellation or termination of an Order Confirmation and any related purchase order

18. Entire Agreement.

The Order Confirmation, including these Terms and any other attachments, exhibits or supplements specifically referenced in the Order Confirmation, constitutes the entire agreement between Seller and Purchaser with respect to the matters contained in the Order Confirmation, constitutes the entire agreement between Seller and Purchaser with respect to the matters contained in the Order Confirmation, constitutes the entire agreement between Seller and Purchaser with respect to the matters contained in the Order Confirmation, constitutes the entire agreement between Seller and Purchaser with respect to the matters contained in the Order Confirmation, constitutes the entire agreement between Seller and Purchaser with respect to the matters contained in the Order Confirmation, constitutes the entire agreement between Seller and Purchaser with respect to the matters contained in the Order Confirmation, constitutes the entire agreement between Seller and Purchaser with respect to the matters contained in the Order Confirmation, constitutes the entire agreement between Seller and Purchaser with respect to the matters contained in the Order Confirmation, constitutes the entire agreement between Seller and Purchaser with respect to the matters contained in the Order Confirmation and Confirmation and supersedes all prior oral or written representations and agreements. Except as otherwise provided in these Terms, the Order Confirmation may only be modified by a written agreement signed by Selier.

#### 19. Applicable Laws

Unless otherwise specified, the laws of the State of Michigan, except for its choice of laws provisions, shall govern these Terms.

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Howell Township Property Committee Meeting: February 13, 2020

9 - 11

Attending: Jean Graham, Jeff Smith, Jonathan Hohenstein, Scott Griffith

**Oak Grove Road:** Discussion of offer from Allen Edwin on both Oak Grove Road parcels. Scott will be negotiating toward a counter offer over a few items.

**Marr Road:** Discussion of offer from Allen Edwin on Marr Road Parcel. Offer was quite complex. Scott will be reaching out to discuss several of the issues.

Pineview: Quick update on Pineview.

February 24, 2020 10:00

Attending: Jean Graham, Jeff Smith, Jonathan Hohenstein

**Oak Grove Road:** Discussion of updated offer from Allen Edwin, sent Township's counter offer to Scott Griffith.

**Marr Road:** Brief discussion of updated offer from Allen Edwin. Will need to have a discussion with Township Board on a few issues to know how to proceed.

**Pineview:** Update on potentially interested parties in Pineview Village.

March 4, 2020 8:00

Attending: Jean Graham, Jeff Smith, Jonathan Hohenstein, Scott Griffith

**Oak Grove Road:** Discussion on counter-offer. Will most likely have offer for Board's consideration at the March meeting.

Respectfully submitted,

Jonathan Hohenstein

## LAND PURCHASE AGREEMENT

This LAND PURCHASE AGREEMENT ("Agreement") is made the \_\_\_\_ day of \_\_\_\_, 2020, by and between Westview Capital, LLC of 2186 E. Centre Ave., 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 approximately twenty-four (24) acres of vacant land located in Howell Township, Livingston County, Michigan (the "Land"), which Land is owned by Seller in fee simple.

## **AGREEMENT**

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

- 1. <u>Land</u>. Seller agrees to sell and Purchaser agrees to purchase vacant Land located in Howell Township, Livingston County, State of Michigan, identified as Parcel ID No. 4706-25-200-046, 4706-25-200-047, legally depicted as Parcels C and D on the attached Exhibit A.
- 2. <u>Purchase Price</u>. The Purchase Price shall be three hundred thousand dollars (\$300,000), 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 three thousand dollars (\$3,000) with Bell Title Insurance Company, 2339 Jolly Road, Okemos, Michigan 48864, to be credited to the Purchase Price at the time of Closing. This deposit is nonrefundable except as may otherwise be provided in this Agreement. An earnest money or escrow agreement consistent with this Agreement, to the extent required by Bell Title Insurance, shall be completed by both parties to effectuate this Agreement.
- 4. <u>Payment of Property Taxes</u>. 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. <u>Inspection Period</u>. Purchaser shall have one hundred eighty (180) days following the execution date noted in this Agreement ("Inspection Period") to conduct its due diligence. If Purchaser is not satisfied, in its discretion, that is has been or likely will be satisfied with the conditions required of this Agreement, Purchaser may terminate this Agreement by providing written notice to Seller, and upon such termination, Purchaser's good faith deposit shall be returned. Upon commencement of the Inspection Period and throughout the term of this Agreement, Purchaser and its agents shall have the right to enter upon the Land to conduct the Examinations, which shall include soil borings, surveys, drilling and all tests normally performed for the determination of the suitability of real estate and for the collecting of all information necessary thereto (except to the extent that any right to exercise Purchaser's termination ends as of the expiration of the Inspection Period). The Examinations are to be made at Purchaser's expense and Purchaser shall be liable for any damage (ordinary wear and tear excepted) caused to

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

- 6. Closing Deadline; Schedule. The parties agree to schedule a closing at the earliest possible time, but in no event later than thirty (30) days following the end of the Investigation Period. The closing may be extended for sixty (60) days for a non-refundable fee of \$3,000 to allow Purchaser to obtain all Township zoning and plan approvals for a residential development. Any rezoning applied for and obtained (if approved by the Township under its Zoning Ordinance) prior to closing shall be a conditional rezoning subject to automatic reversion if parties do not close. This Agreement shall have no binding impact on the Township's regulatory authority to approve or deny requests under its ordinances. Seller and Purchaser agree to use Bell Title Insurance Company, 2339 Jolly Road, Okemos, Michigan 48864 as escrow agent and closing agent.
- 7. <u>Seller's Closing Deliveries</u>. At the Closing, Seller shall deliver to the Purchaser a Limited Warranty or Special Warranty Deed conveying to Purchaser only such title to the Land as is held by Seller, executed and acknowledged by Seller in recordable form.
- 8. <u>Purchaser's Closing Deliveries</u>. At Closing, Purchaser shall deliver to Seller the balance of the Purchase Price in the form of cash in U.S. currency or certified funds, and execute a signed Closing Statement, transfer tax declarations and state and local law reports and forms, evidence satisfactory to establish Purchaser's authority to purchase the Land and other documents as are necessary and appropriate for the consummation of this transaction by Purchaser.
- 9. Closing Costs. Purchaser shall pay for all costs of the Closing, including (i) all transfer and/or conveyance taxes, if any, assessed in connection with the Closing, (ii) the premium for the Title Policy, if any (iii) any Closing fee charged by the title company in connection with this transaction, (iv) any special assessments (water, sewer or otherwise) that currently are due at the time this Agreement is executed, except as otherwise provided herein and (v) any and all other regular and customary costs and expenses related to the Land shall also be paid by Purchaser on the date of Closing.
- 10. <u>Title</u>. 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 Land as shown by the Title Policy, Purchaser may cancel this Agreement within sixty (60) days after the date of this Agreement, but not thereafter. Seller shall have no obligation to cure any alleged defects or objections to title to the Land.
- 11. <u>Survey</u>. Within ten (10) days of the date of this Agreement, Purchaser may order, at its own expense, a new ALTA survey (the "Survey") of the Land, showing the legal description of the Land, any boundary encroachments that may impact the Land, all easements affecting the Land and such other matters desired by Purchaser. If Purchaser is not satisfied with the Land as shown by the Survey, Purchaser may cancel this Agreement within sixty (60) days after the date of this

Agreement, but not thereafter. Seller shall have no obligation to cure any alleged defects or objections shown by the Survey.

- 12. Environmental Matters. Within ten (10) days of the date of this Agreement, Purchaser may, at its own expense, order such environmental site evaluations of the Land as it deems appropriate including, without limitation, a Phase I and Phase II environmental site assessment and/or a Baseline Environmental Assessment (collectively, the "Site Investigation Reports"). If Purchaser is not satisfied with the Land as shown by the Site Investigation Reports, Purchaser may cancel this Agreement within sixty (60) days after the date of this Agreement, but not thereafter. Seller shall have no obligation to cure any alleged defects or objections shown by the Site Investigation Reports.
- 13. <u>Representations of Seller</u>. Seller hereby represents to Purchaser that to the best of Seller's knowledge, as of the date hereof and on the date of Closing, but without additional investigation by Seller:
- A. Seller has the right, power and authority to enter into this Agreement and to sell the Land in accordance with the terms hereof, and Seller has granted no option or right of first refusal to any other person or entity to purchase the Land and has not entered into any contract to sell the Land as of the date of the Agreement. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.
- B. Except as set forth in the Site Investigation Reports, Seller has not received any notice of, and has no knowledge of, existing violations on the Land or any portion thereof of any zoning, building, fire, health, pollution, environmental protection, hazardous or toxic substance or waste disposal law or ordinance.
- C. Seller will convey the Land to Purchaser pursuant to the Limited Warranty or Special Warranty Deed.
- D. All prior due general real estate related property taxes and assessments shall have been paid when due.
- E. There is no litigation, proceeding or investigation pending or, to and to Seller's officials' knowledge, threatened against or involving Seller or the Land, and Seller does not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could have an adverse impact on Purchaser or Purchaser's title to or use of the Land, either before or after Closing.
- F. Seller is not a "foreign person" as that term is defined in section 1445 of the Internal Revenue Code of 1986, as amended.
- G. Except as set forth in any reports obtained or provided and to Seller's officials' knowledge, the Land and Seller are in full compliance with all requirements of federal, state and local environmental, health or safety laws, regulations and administrative or judicial decrees, as amended (the "Environmental Laws"), limited only to within the time-frame from when the seller acquired the interest being conveyed and the closing of the Land to the Purchaser.
- H. With the exception of the documents provided to the Purchaser and to Seller's officials' knowledge, there are no reports, studies, appraisals, engineering reports, correspondence,

agreements with governmental authorities, wetland studies or reports, flood plain studies or reports and/or other written information related to the Land of which Seller is aware or that are in Seller's possession or control.

- 14. <u>Representations of Purchaser</u>. Purchaser hereby represents to Seller, which representations and warranties shall survive Closing, that as of the date hereof, and on the date of Closing:
- A. Purchaser has the full power and authority to execute, deliver and perform this Agreement and all of Purchaser's obligations under this Agreement; and
- B. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto.
- C. Purchaser acknowledges that the Land was obtained by Seller through foreclosure sale and may dictate that title is transferred with a covenant or special warranty deed recognizing the same.

## 15. <u>Default and Remedies</u>.

- A. <u>Purchaser's Default; Seller's Remedy</u>. If the Purchaser fails to close on the purchase of the Land, Seller may, as its sole and exclusive remedy terminate this Agreement by giving an appropriate Notice of Default as provided below. Upon termination, Seller may retain any deposit paid by Purchaser to Seller, except as otherwise provided in this Agreement.
- B. <u>Seller's Default; Purchaser's Remedies</u>. 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. <u>Notice of Default</u>. In the event either party declares the other to be in default, such declaration shall be in writing, with an outline of the actions required to cure such default. The recipient of such notice of default shall have 30 days to cure the alleged default.
- 16. <u>Sale and Assignment of Agreement</u>. Purchaser shall have the right to assign all of its rights and delegate all of its obligations under this Agreement to either an existing or a newly created LLC owned by affiliates or principals of Purchaser and others, and managed by principals of Purchaser, provided however, that no assignment shall operate as a release of the Purchaser. Except as set forth herein, neither party may assign its rights or delegate its obligations under this Agreement without the consent of the other party, which consent may be withheld in such other party's sole discretion.
- 17. Right to Split Land. The Land may be located within the vicinity of farmland or farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act. The Seller grants to the Purchaser the right to make \_\_\_\_ division(s) under section 108 of the Land Division Act, Act No 288 of the Public Acts of 1967. (If no number is inserted, the right to make divisions stays with the portion of the parent tract retained by the Seller; if all of the parent tract is conveyed, then all division rights are granted.) No number or will shall be inserted on the line before divisions and has been intentionally left blank.

18. Special Assessments. Purchaser acknowledges that there are 103 REU's included with purchase of the Land for Special Assessments for sewer and water against the Land. Purchaser shall be responsible for payment of the remaining Sewer Special Assessment in the amount of approximately three hundred eighty-eight dollars (\$365,388). Purchaser agrees to pay off the remaining Sewer Special Assessment at Closing. Seller represents that all other Special Assessments levied against the Land have been paid in full.

## 19. Miscellaneous.

- A. TIME IS OF THE ESSENCE OF THIS AGREEMENT.
- B. This Agreement shall be governed by and construed under the laws of the state of Michigan.
- C. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the conveyance of the Land and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Purchaser.
- D. All notices, payments, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served effective on the second (2nd) business day after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; or when sent by private courier service for same-day delivery or one day after being sent by private courier service for next-day delivery. Notices shall be sent to the respective addresses set forth below:

To Seller: Howell Township

Attention: Jean Graham, Clerk

3525 Byron Rd Howell, MI 48855

With a copy to: Fahey Schultz Burzych Rhodes PLC

Attn: Christopher S. Patterson

4151 Okemos Road Okemos, MI 48864 Phone: 517-381-0100

To Purchaser: Westview Capital, LLC

Attn: Thomas Larabel 765 Clyde Court

Byron Center, MI 49315

With a copy to: Eric J. Guerin

2186 E. Centre Ave. Portage, MI 49002

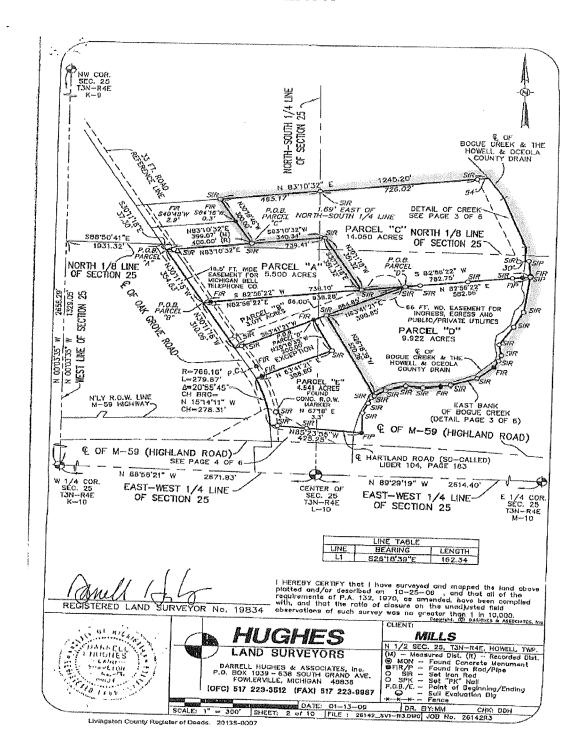
E. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

- F. Purchaser shall collect the buyer's side commission of three percent (3%) under Purchaser's licensed real broker under Allen Edwin Realty. Purchaser shall be responsible for any compensation owing to any broker or consultant that they created in connection with the transaction contemplated by this Agreement and agrees to indemnify and hold the Seller harmless against any and all liability, loss, cost, damage and expense (including, but not limited to, attorneys' fees and costs of litigation) that the Seller shall ever suffer or incur because of any claim by any such broker or consultant. These obligations will survive closing or termination of this Agreement.
- G. Purchaser is aware that this Property may be subject to a lease, which includes the use for agricultural purposes. If it is, a copy of the lease will be furnished to the Purchaser. The lessee of the Land (not a third-beneficiary of this Agreement with no right to bring any claim under the terms of this Agreement) may have planted a crop on the Land. The Closing Date will be scheduled no sooner than after the existing crop has been harvested.
- H. 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) provided that Purchaser purchases a minimum of fifty (50) Connection Fees for the Land defined in this Agreement.
- I. Seller agrees to act in good faith to execute any documents reasonably requested by Purchaser for any approvals or consents in Seller's role as an owner of real estate, but this Agreement shall have no binding effect on any request for decisions, determinations, approvals, consent, governmental reviews, permits, or other governmental actions—whether an exercise of administrative or legislative authority—of any board, commission, committee, or public body of the Seller.

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

SELLER:
HOWELL TOWNSHIP
By:
Its:
PURCHASER:
WESTVIEW CAPITAL, LLC
By:
Thomas Larabel
Its: Vice President

## **EXHIBIT A**



## HOWELL TOWNSHIP BOARD RESOLUTION FOR THE SALE OF PROPERTY

Resolution No. 03.20.475

At a regular meeting of the Township Board, Howell Township, Livingston County, Michigan ("Township") held at 3525 Byron Road, Howell, Michigan, on the 16th day of March, 2020 at 6:30 p.m., Eastern Standard Time.

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ABSENT:

The following Resolution was offered by \_\_\_\_\_ and supported by \_\_\_\_\_

**WHEREAS**, the Township previously purchased certain real property (the "Property") Tax ID # 4706-25-200-046 & 4706-25-200-047 which property was subject to a tax foreclosure proceeding; and

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

WHEREAS, the Township has received the attached Exhibit A, which is an offer to purchase the Property from a private buyer Westview Capital, LLC,

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

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

### ADDENDUM TO PURCHASE AGREEMENT

THIS Addendum is made part of and incorporated into the Purchase Agreement for real estate dated 03/16/2020 (the "Purchase Agreement") by and between HOWELL TOWNSHIP, Westview Capital, LLC ("Purchaser") for real estate situated in the Howell Township, Livingston County, Michigan at Commonly known as and identified as a part of Tax ID # 4706-25-200-046 & 4706-25-200-047 ("the Property")

1. Purchaser will provide an insurance rider.

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

- 1. The Property is not needed for any public purpose.
- 2. The Township Board hereby approves the offer to sell the approximately 24 acres, which offer is attached hereto as Exhibit A.
- 3. The Supervisor, Treasurer or Clerk are authorized to sign the attached offer on behalf of the Township.
  - 5. All prior Resolutions inconsistent with this Resolution are rescinded.
    ADOPTED (ROLL CALL VOTE):

YEAS:

NAYS:

## RESOLUTION DECLARED

STATE OF MICHIGAN	)
	)
COUNTY OF LIVINGSTON	)

I, the undersigned, the duly qualified and acting clerk for Howell Township, Livingston County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board of said Township at a meeting held on the 16th day of March 2020.

Jean Graham, Township Clerk Howell Township

## **AGENDA ITEM**

13

## Howell Township Invoice and Check Registers As of 3/5/2020

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## INVOICE REGISTER REPORT FOR HOWELL TOWNSHIP

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00	0.00	115,266.15	02/18/2020 Y WINTER	02/18/2020 BRENT KILPELA TO HOWELL LIBRARY	HOWELL CARNEGIE LIBRARY 2019 WINTER TAXES 2/1/2020 - 2/15/ 703-000-223.90 TAX DUE	2/18/2020 HG 18630 PG 2
0	0.00	331,858.02	02/18/2020 DEBT WINTER	02/18/2020 BRENT KILPELA TO HOWELL SCHLS	HOWELL PUBLIC SCHOOLS 2019 WINTER TAXES 2/1/2020 - 2/15/703-000-225.91 TAX DUE	2/18/2020 HG 18629 PG 2
0	0.00	72,613.58 72,613.58	02/18/2020	02/18/2020 BRENT KILPELA TO COUNTY WINTER	LIVINGSTON COUNTY TREASURER 2019 WINTER TAXES 2/1/2020 - 2/15/ 703-000-228.90 TAX DUE	2/18/2020 I: 18628 I: 2
	0.00	4,282.03	02/18/2020	02/18/2020 BRENT KILPELA TO COUNTY SUMMER	LIVINGSTON COUNTY TREASURER 2019 SUMMER TAXES 2/1/2020 - 2/15/ 703-000-228.00 TAX DUE	2/18/2020 L: 18627 L: 2
	0.00	4,271.00 4,271.00	02/18/2020	02/18/2020 BRENT KILPELA TO LESA SUMMER	LIV EDUC SERVICE AGENCY 2019 SUMMER TAXES 2/1/2020 - 2/15/ 703-000-227.00 TAX DUE	2/18/2020 L: 18626 L: 2
ŀ	0.00	7,768.39 7,768.39	02/18/2020 MMER	02/18/2020 02 BRENT KILPELA TO COUNTY SET SUMMER	LIVINGSTON COUNTY TREASURER 2019 SUMMER TAXES 2/1/2020 - 2/15/ 703-000-228.01 TAX DUE	2/18/2020 L: 18625 L: 2
	0.00	4,846.20	02/18/2020 OPER SUMMER	02/18/2020 BRENT KILPELA TO HOWELL SCHLS	HOWELL PUBLIC SCHOOLS 2019 SUMMER TAXES 2/1/2020 - 2/15/703-000-225.01 TAX DUE	2/18/2020 H 18624 H 2
9	Amt Due	Inv Amt	Due Date	Inv Date Entered By	Vendor Description GL Distribution	DB: Howell Twp Inv Num Ver Inv Ref# De

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02/18/2020			261.96		ELECTRICITY EXPENSE	WWTP	00 [	
) 	Paid	0.00	261.96	03/03/2020	02/10/2020		DTE ENERGY	2/10/2020 18644
Y 02/18/2020	Paid	0.00	270.26	03/03/2020	02/10/2020 BRENT KILPELA WWTP ELECTRICITY EXPENSE	2020 WWTI	DTE ENERGY 1034 AUSTIN CT FEB 2 592-442-920.00	2/10/2020 18643
Y 02/18/2020	Paid	0.00	206.45	03/03/2020	02/10/2020 BRENT KILPELA P ELECTRICITY EXPENSE	FEB 2020 WWTP	DTE ENERGY 2559 W GRAND RIVER F 592-442-920.00	2/10/2020 18642
¥ 02/18/2020	Paid	0.00	7,314.57	03/03/2020	02/10/2020 BRENT KILPELA P ELECTRICITY EXPENSE	2020 WWTP	DTE ENERGY 1222 PACKARD DR FEB 592-442-920.00	2/10/2020 18641
Y 02/18/2020	Paid	0.00	486.60 486.60	03/10/2020 EXPENSE	02/07/2020 BRENT KILPELA AT LARGE STREETLIGHT	TWP	DTE ENERGY STREETLIGHTS 101-268-920.00	200431907716 18640
Y 02/18/2020	Paíd	0.00	13.26	03/02/2020	02/18/2020 -301-03 BRENT KILPELA TAX DUE TO TAXPAYERS	4706-13-301-03 TAX DUE	NICOL JONATHAN 2019 Win Tax Refund 703-000-214.10	02/18/2020 18638
Y 02/18/2020	Paid	0.00	1,050.00	02/25/2020	02/18/2020 BRENT KILPELA BSP19-0002	BSP	SPICER GROUP BD Bond Refund 101-000-203.00	199595 18637
02/18/2020	Pa i d	0.00	295.00 70.00 225.00	02/20/2020 ELLA PUBLICATION EXPENSE PUBLICATION EXPENS	01/31/2020 BRENT KILP NNING PRINTING & BOARD PRINTING &	S & ARG	LIVINGSTON DAILY PRESS JANUARY PUBLICATIONS 101-400-900.00 101-101-900.00	0003170626 18636
Y 02/18/2020	Paid	0.00	1,767.50	03/10/2020 NER EXPENSE	02/10/2020 0: BRENT KILPELA PLANNING-CONTRACTED PLANNER	C, INC.	CARLISLE WORTMAN ASSOC, GENERAL CONSULTATION 101-400-801.00	2156048 18635
Y 02/18/2020	Paid	0.00	682.50	02/25/2020	02/18/2020 BRENT KILPELA BSP19-0005	INC.	CARLISLE WORTMAN ASSOC, BD Bond Refund 101-000-203.00	2156047 18634
e: 6/12  Jrnlized  Post Date	Page: Status	Amt Due	TOWNSHIP	FOR HOWELL	INVOICE REGISTER REPORT Inv Date Entered By		02:44 PM  KILPELA  Twp  Vendor  Description  GL Distribution	03/05/2020 0 User: BRENT DB: Howell T Inv Num Inv Ref#

Y 02/25/2020	Pata.	0.00	88.60	03/10/2020	02/11/2020 BRENT KILPELA WWTP NATURAL GAS EXPENSE	CONSUMERS ENERGY 2571 OAKGROVE FEB 2020 592-442-922.00	204298859304 18654
Y 02/25/2020	Paíd	0.00	373.47	03/06/2020	02/13/2020 BRENT KILPELA WWTP TELEPHONE EXPENSE	AT&T 517 552-1956 FOR FEB 2020 592-442-850.00	517552195602 18653
Y 02/25/2020	Pard	0.00	1,500.00	02/25/2020 EXPENSE	02/25/2020 BRENT KILPELA UTILITY BILLING POSTAGE 1	US POSTMASTER PERMIT #100 592-441-726.00	2/25/2020 18652
Y 02/18/2020	Pa i d	0.00	13.04 13.04	03/10/2020 SE	02/13/2020 BRENT KILPELA WWTP MISCELLANEOUS EXPENSE	TRUE VALUE HARDWARE KEYS 592-442-956.00	99621 18651
Y 02/18/2020	Paid	0.00	700.00	03/10/2020	TION 02/10/2020 BRENT KILPELA WWTP CHEMICALS EXPENSE	ALEXANDER CHEMICAL CORPORATION SODA ASH 20 BAGS 592-442-729.00 WW	21219 18650
Y 02/18/2020	Paid	0.00	18.04	03/06/2020	02/10/2020 BRENT KILPELA WWTP NATURAL GAS EXPENSE	CONSUMERS ENERGY 391 N BURKHART FEB 2020 592-442-922.00	201896058426 18649
Y 02/18/2020	Paid	0.00	1,003.94	03/06/2020	02/10/2020 BRENT KILPELA WWTP NATURAL GAS EXPENSE	CONSUMERS ENERGY 1222 PACKARD DR FEB 2020 592-442-922.00	205366746415 18648
Y 02/18/2020	Patd	0.00	46.44 46.44	03/06/2020	02/13/2020 BRENT KILPELA WWTP ELECTRICITY EXPENSE	DTE ENERGY 271 E HIGHLAND FEB 2020 592-442-920.00	02/13/2020 18647
Y 02/18/2020	Paid	0.00	185.86	03/03/2020	02/10/2020 BRENT KILPELA WWTP ELECTRICITY EXPENSE	DTE ENERGY 3888 OAKGROVE FEB 2020 592-442-920.00	2/10/2020 18646
° 02/18/2020	Paid	0.00	733.99 733.99	03/03/2020	02/10/2020 BRENT KILPELA WWTP ELECTRICITY EXPENSE	DTE ENERGY 1575 N BURKHART FEB 2020 592-442-920.00	2/10/2020 18645
e: 7/12  Jrnlized Post Date	Page: Status	Amt Due	TOWNSHIP	RT FOR HOWELL  Due Date	INVOICE REGISTER REPORT Inv Date Entered By	02:44 PM RILPELA Twp Vendor Description GL Distribution	03/05/2020 02: User: BRENT KI: DB: Howell Twp Inv Num Inv Ref#

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02/2//2020			115.95		WWTP TELEPHONE	-442-850.00	
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Paid	0.00	115.95	03/13/2020	02/22/2020 BRENT KILDELA	AT&T 517 540-6963 FOR MARCH 2020	517540696302 18664
Y 02/27/2020	Paid	0.00	25,019.01 25,019.01	03/25/2020 S EXPENSE	02/24/2020 BRENT KILPELA WWTP CONTRACTED SERVICES	INFRAMARK, LLC WWTP MAINT. MARCH 2020 592-442-801.00	48803 18663
Y 02/27/2020	Paid	0.00	4,870.00 4,870.00	03/24/2020 LAY EXPENSE	02/24/2020 ( BRENT KILPELA SEWER/WATER CAPITAL OUTLAY	SCHUTZ HEATING & COOLING FURNACE/THERMOSTAT INSTALL 592-000-972.00	12669-1A 18662
Y 02/26/2020	7. 9 7.	0.00	102.35 87.39 14.96	02/26/2020 ELA EXPENSES	02/25/2020 0: BRENT KILPELA TREASURER MILEAGE & EXPENSE TWP HALL MILEAGE & EXPENSES	JONATHAN HOHENSTEIN TREASURER MILEAGE 101-253-860.00 101-265-860.00	2/25/2020 18661
Y 02/25/2020	Paid	0.00	619.63	03/01/2020 SE	02/19/2020 BRENT KILPELA ASSESSING POSTAGE EXPENSE	ECONO PRINT 2020 ASSESSMENT NOTICES 101-209-726.00	65233 18660
° 02/25/2020	Paid	0.00	368.58	03/10/2020 LA EXPENSE	02/11/2020 BRENT KILPELA TWP HALL NATURAL GAS EXE	CONSUMERS ENERGY TWP HALL FEB 2020 101-265-922.00	202341027119 18659
Y 02/25/2020	Paid	0.00	204.13	03/01/2020 EXPENSE	COMPANY 02/17/2020 BRENT KILPELA TWP HALL LIFE INSURANCE	MUTUAL OF OMAHA INSURANCE MARCH 2020 101-265-721.00	001061323874 18658
Y 02/25/2020	Ра <u>1</u> . d	0.00	396.81	03/12/2020 LA EXPENSE	02/19/2020 BRENT KILPELA TWP HALL ELECTRICITY EXE	DTE ENERGY TWP HALL FEB 2020 101-265-920.00	2/19/2020 18657
Y 02/25/2020	го Ра 1.	0.00	429.00 429.00	03/20/2020 S EXPENSE	02/20/2020 BRENT KILPELA WWTP CONTRACTED SERVICES	UIS SCADA SERVICE CALL 592-442-801.00	530359613 18656
Y 02/25/2020	Paid	0.00	527.00	03/21/2020 S EXPENSE	.C. 02/21/2020 BRENT KILPELA WWTP CONTRACTED SERVICES	COVENANT ENVIRONMENTAL L.L.C. SERVICE CALL W	7778447 18655
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03/02/2020			266.50	LICENSE	TRUST DUE TO COUNTY DOG		
0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Paid	0.00	266.50	03/02/2020	LIVINGSTON COUNTY TREASURER 03/02/2020 DOG LICENSES RRENT KILDELA	2020	3/2/2 18674
Y 02/27/2020	Paid	0.00	170.00	03/13/2020 REPAIR EXPENSE	TELECOMMUNICATION SOLUTIONS 02/27/2020 CALL CLERK PHONE BRENT KILPELA -930.00 TWP HALL GROUNDS EQUIP	002 UNIFIED SERVICE 101-265	INV-6 18673
Y 02/27/2020	Paid	0.00	23.50	03/12/2020 IPTION EXPENSE	02/17/2020 03/: BRENT KILPELA 957.00 ASSESSING DUES & SUBSCRIPTION	287282886379 AT&T ASSESSING TAB: 101-209-957.00	28728 18672
Y 03/02/2020	Paid	0.00	16.03	03/05/2020	02/27/2020 2019 Win Tax Refund 4706-29-301-06 BRENT KILPELA 703-000-214.10 TAX DUE TO TAXPAYERS	7/2020	02/27 18671
Y 03/02/2020	Paid	0.00	306.12	03/05/2020	CHESTNUT DEVELOPMENT 02/27/2020 2019 Win Tax Refund 4706-27-200-01 BRENT KILPELA 703-000-214.10 TAX DUE TO TAXPAYERS	7/2020	02/27/ 18670
Y 03/02/2020	Д Ба Т	0.00	1,291.72	03/05/2020	CHESTNUT DEVELOPMENT  2019 Sum Tax Refund 4706-27-200-01 BRENT KILPELA 703-000-214.10  TAX DUE TO TAXPAYERS	7/2020	02/27 18669
Y 02/27/2020	Paid	0.00	82.05 82.05	03/13/2020	02/22/2020 546-5160 FOR MARCH 2020 BRENT KILPELA 442-850.00 WWTP TELEPHONE EXPENSE	16516002 AT&T 517 592-	51754 18668
Y 02/27/2020	d Fa Pa	0.00	116.42	03/13/2020	02/22/2020 540-1241 FOR MARCH 2020 BRENT KILPELA 442-850.00 WWTP TELEPHONE EXPENSE	10124102 AT&T 517 592-	51754 18667
Y 02/27/2020	Pa Ld	0.00	78.56 78.56	03/13/2020	02/22/2020 540-6947 FOR MARCH 2020 BRENT KILPELA 442-850.00 WWTP TELEPHONE EXPENSE	10694702 AT&T 517 592-	51754 18666
02/27/2020	Paid	0.00	82.14 82.14	03/13/2020	02/22/2020 540-6952 FOR MARCH 2020 BRENT KILPELA 442-850.00 WWTP TELEPHONE EXPENSE	10695202 AT&T 517 592-	51754 18665
Jrnlized Post Date	Status	Amt Due	Inv Amt	Due Date	dor Inv Date scription Entered By Distribution	Howell Twp Num Ven Ref# Des	DB: Inv Inv
re: 9/12	Page:		TOWNSHIP	FOR HOWELL	INVOICE REGISTER REPORT	03/05/2020 02:44 PM User: BRENT KILPELA	03/ Use:

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18684 3/3/2020 18683 3/3/2020 18682 3/3/2020 18681 3/2/2020 18680 18679 81894 18677 DB: Howell Twp 150560912 18678 81914 2/22/2020 18676 200416 18675 03/02/2020 Inv Ref# Inv Num LIV EDUC SERVICE AGENCY HOWELL PUBLIC SCHOOLS 2019 SUMMER TAXES 2/15/2020 - 3/2/ MASTER MEDIA OFFICE SUPPLIES 703-000-227.00 LIVINGSTON COUNTY TREASURER LIVINGSTON COUNTY TREASURER 592-442-850.00 2019 SUMMER TAXES 2/15/2020 - 3/2/ BRENT KILPELA 703-000-228.01 703-000-225.00 MOBILE HOME FEES MASTER MEDIA 101-265-727.01 101-265-850.00 MARCH 2020 SPICER GROUP 2019 SUMMER TAXES 2/15/2020 - 3/2/ 701-000-239.00 101-265-727.01 OFFICE SUPPLIES COMCAST 101-000-203.00 BD Bond Refund SHELDEN JONATHON M MARCH 2020 703-000-214.10 2019 Win Tax Refund 4706-12-200-01 GL Distribution Description TRUST MOBILE HOME TAX PAYABLE TAX DUE TO HOWELL SCHLS DEBT SUMMER WWTP TELEPHONE EXPENSE TWP HALL OFFICE SUPPLIES EXPENSE TWP HALL OFFICE SUPPLIES EXPENSE TAX DUE TO LESA SUMMER TAX DUE TWP HALL TELEPHONE EXPENSE BSP19-0005 TAX DUE TO TAXPAYERS TO COUNTY SET SUMMER BRENT KILPELA BRENT KILPELA BRENT KILPELA 03/03/2020 03/03/2020 03/03/2020 BRENT KILPELA 03/02/2020 02/19/2020 BRENT KILPELA 02/26/2020 02/22/2020 03/02/2020 03/02/2020 Inv Date BRENT KILPELA BRENT KILPELA 02/24/2020 BRENT KILPELA BRENT KILPELA Entered By 03/26/2020 03/03/2020 03/03/2020 03/03/2020 03/02/2020 03/24/2020 03/14/2020 03/09/2020 03/11/2020 03/09/2020 Due Date 1,196.14 1,196.14 2,073.50 2,073.50 217.53 657.60 762.50 284.40 657.60 608.01 608.01 762.50 217.53 225.69 225.69 284.40 Inv Amt 78.27 78.27 12.44 12.44 Amt Due 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 Status Paid Y 03/03/2020 03/03/2020 03/03/2020 03/02/2020 03/02/2020 03/02/2020 03/02/2020 03/02/2020 03/02/2020 03/02/2020 Jrnlized Post Date К К

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## INVOICE REGISTER REPORT FOR HOWELL TOWNSHIP

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			434.59	SE		6.00 WWTP	
Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y	Paid	0.00	434.59	03/04/2020	03/04/2020 BRENT KILPFLA	RANDY'S SERVICE STATION GENERATOR FUEL	9666 18694
Y 03/04/2020	Paid	0.00	160.20 160.20	03/30/2020 A SUPPLIES EXPENSE	02/29/2020 BRENT KILPEL KITCHEN/BATH	CULLIGAN WATER WATER COOLER RENTAL 2/1/2020 - 2/1 101-265-727.00 TWP HALL	596149 18693
Y 03/04/2020	Paid	0.00	421.50 421.50	03/10/2020 NSE	12/27/2019 0 BRENT KILPELA IT SUPPORT EXPENSE	MICRO WORKS COMPUTING, INC SCANNER SOFTWARE & REPAIR RECEPTIO 101-265-728.01 TWP HALL	60012 18692
Y 03/03/2020	Paid	0.00	8,557.09 8,557.09	03/03/2020 WINTER	03/03/2020 BRENT KILPELA TO HOWELL FIRE W	HOWELL AREA FIRE AUTHORITY 2019 WINTER TAXES 2/15/2020 - 3/2/ 703-000-234.90 TAX DUE	3/3/2020 18691
Y 03/03/2020	Paid	0.00	380.49	03/03/2020 WINTER	03/03/2020 BRENT KILPELA TO FOWL LIBRARY V	FOWLERVILLE DIST LIBRARY 2019 WINTER TAXES 2/15/2020 - 3/2/ 703-000-223.91 TAX DUE	3/3/2020 18690
03/03/2020	Paid	0.00	2,636.75 2,636.75	03/03/2020 BT WINTER	03/03/2020 (BRENT KILPELA	FOWLERVILLE SCHOOLS 2019 WINTER TAXES 2/15/2020 - 3/2/ 703-000-226.91 TAX DUE	3/3/2020 18689
Y 03/03/2020	Paid	0.00	5,917.43 5,917.43	03/03/2020 Y WINTER	03/03/2020 BRENT KILPELA TO HOWELL LIBRARY	HOWELL CARNEGIE LIBRARY 2019 WINTER TAXES 2/15/2020 - 3/2/ 703-000-223.90 TAX DUE	3/3/2020 18688
Y 03/03/2020	Paid	0.00	17,036.93 17,036.93	03/03/2020 DEBT WINTER	03/03/2020 BRENT KILPELA TO HOWELL SCHLS I	HOWELL PUBLIC SCHOOLS 2019 WINTER TAXES 2/15/2020 - 3/2/ 703-000-225.91 TAX DUE	3/3/2020 18687
Y 03/03/2020	Paid	0.00	4,443.84	03/03/2020	03/03/2020 BRENT KILPELA TO COUNTY WINTER	LIVINGSTON COUNTY TREASURER 2019 WINTER TAXES 2/15/2020 - 3/02 703-000-228.90 TAX DUE	3/3/2020 18686
Y 03/03/2020	Paid	0.00	659.31 659.31	03/03/2020	03/03/2020 BRENT KILPELA TO COUNTY SUMMER	LIVINGSTON COUNTY TREASURER 2019 SUMMER TAXES 2/15/2020 - 3/2/ 703-000-228.00 TAX DUE	3/3/2020 18685
Jrnlized Post Date	Status	Amt Due	Inv Amt	Due Date	Inv Date Entered By	Vendor Description GL Distribution	Inv Num Inv Ref#

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Inv Num Vendor Inv Ref# Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
3/4/2020 I.TVINGSTON COUNTY TREASURED	03/04/2020	000/04/0000	,		j	\$ **
	BRENT KILPELA		F - 7 () - 4 - 1 ()		# atu	03/04/2020
101-268-974.00 TWP	AT LA	S H	17,374.95			
# of Invoices: 111 # Due: 0 # of Credit Memos: 0 # Due: 0	Totals: Totals:		978,879.40 0.00	0.00		
Net of Invoices and Credit Memos:		-	978, 879.40 CAGrees with Chick	k Resister 0.00		
D						
592 - SWR/WTR			161,135.60	0.00		
701 - TRUST & AGENCY			,029	0.00		
703 - TAX FUND			773,929.99	•		
TOTALS BY DEPT/ACTIVITY						
1			792,111.49	0.00		
1			225.00			
1						
1			. 0	0.00		
1			97.39	0.00		
265 - TOWNSHIP HALL			5,213.41	0.00		
268 - TOWNSHIP AT LARGE			,955.4	0.00		
400 - PLANNING COMMISSION			,837.	0.00		
441 - UTILITY BILLING			101,327.47			
442 - WWTP			51,458,13	0.00		

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## CHECK REGISTER FOR HOWELL TOWNSHIP

Page: 1/2 CHECK DATE FROM 02/05/2020 - 03/05/2020

Check Date	Bank	Check	Vendor Name	Amount
Bank GEN GE	ENERAL FUND	CHECKING		
02/06/2020	GEN	101001651(E)	AT&T	23.50
02/06/2020	GEN	101001652(E)	COMCAST	284.40
02/06/2020 02/06/2020	GEN GEN	17425 17426	CAREFREE MAINTENANCE CO.	230.00
02/06/2020	GEN	17427	CULLIGAN WATER EVER SO GREEN	51.49 387.60
02/06/2020	GEN	17428	HURON CEMETERY MAINT INC	825.00
02/06/2020	GEN	17429	LIVINGSTON COUNTY TREASURER'S ASSOC	10.00
02/06/2020	GEN	17430	MICHIGAN NOTARY SERVICE	62.85
02/06/2020	GEN	17431	MICHIGAN TWP ASSOC	485.00
02/06/2020	GEN	17432	MUTUAL OF OMAHA INSURANCE COMPANY	204.13
02/06/2020 02/12/2020	GEN GEN	17433 101001653(E)	SPICER GROUP	4,171.50
02/12/2020	GEN	17434	CRAMPTON ELECTRIC CO INC CINTAS CORPORATION #725	1,326.47 71.24
02/12/2020	GEN	17435	ECONO PRINT	1,466.90
02/12/2020	GEN	17436	FAHEY SCHULTZ BURZYCH RHODES PLC	6,093.93
02/12/2020	GEN	17437	JEAN GRAHAM	244.70
02/12/2020	GEN	17438	MASTER MEDIA	25.99
02/26/2020	GEN	101001654(E)	CONSUMERS ENERGY	368.58
02/26/2020 02/26/2020	GEN GEN	101001655(E) 17439	DTE ENERGY	396.81
02/26/2020	GEN	17440	CARLISLE WORTMAN ASSOC, INC. DTE ENERGY	2,450.00 486.60
02/26/2020	GEN	17441	ECONO PRINT	619.63
02/26/2020	GEN	17442	JONATHAN HOHENSTEIN	102.35
02/26/2020	GEN	17443	LCAA	35.00
02/26/2020	GEN	17444	LIVINGSTON DAILY PRESS & ARGUS	295.00
02/26/2020	GEN	17445	MUTUAL OF OMAHA INSURANCE COMPANY	204.13
02/26/2020 03/04/2020	GEN GEN	17446 101001656(E)	SPICER GROUP AT&T	1,050.00
03/04/2020	GEN	101001657(E)	COMCAST	23.50 284.40
03/04/2020	GEN	17447	CULLIGAN WATER	160.20
03/04/2020	GEN	17448	MASTER MEDIA	303.96
03/04/2020	GEN	17449	MICRO WORKS COMPUTING, INC	421.50
03/04/2020	GEN	17450	SPICER GROUP	2,073.50
03/04/2020 03/04/2020	GEN GEN	17451 17452	LIVINGSTON COUNTY TREASURER UNIFIED TELECOMMUNICATION SOLUTIONS	17,374.95
GEN TOTALS:		17102	CALLIED IBBECOMMONICATION DOBOTIONS	170.00
Total of 35 C				42,784.81
Less 0 Void C				0.00
Total of 35 D				42,784.81
Bank T&A TR	UST & AGENC	CY CHECKING		
03/02/2020 03/02/2020	T&A T&A	3451 3452	LIVINGSTON COUNTY TREASURER LIVINGSTON COUNTY TREASURER	266.50 762.50
T&A TOTALS:		7.7.2		702.30
Total of 2 Che	ecks:			1,029.00
Less 0 Void Ch				0.00
Total of 2 Dis				1,029.00
Bank TAX TA	X CHECKING			
02/18/2020	TAX	5380	FOWLERVILLE DIST LIBRARY	2,960.27
02/18/2020	TAX	5381	FOWLERVILLE SCHOOLS	20,515.26
02/18/2020	TAX	5382	HOWELL AREA FIRE AUTHORITY	161,968.15
02/18/2020 02/18/2020	TAX TAX	5383 5384	HOWELL CARNEGIE LIBRARY HOWELL PUBLIC SCHOOLS	115,266.15
02/18/2020	TAX	5385	HOWELL PUBLIC SCHOOLS	3,847.78 4,846.20
02/18/2020	TAX	5386	HOWELL PUBLIC SCHOOLS	331,858.02
02/18/2020	TAX	5387	LIV EDUC SERVICE AGENCY	4,271.00
02/18/2020	TAX	5388	LIVINGSTON COUNTY TREASURER	7,768.39
02/18/2020	TAX	5389	LIVINGSTON COUNTY TREASURER	4,282.03
02/18/2020 03/04/2020	TAX TAX	5390 5391	LIVINGSTON COUNTY TREASURER NICOL JONATHAN	72,613.58
03/04/2020	TAX	5392	NICOL JONATHAN ELKINS KECIA	13.26 16.03
03/04/2020	TAX	5393	SHELDEN JONATHON M	12.44
03/04/2020	TAX	5394	CHESTNUT DEVELOPMENT	1,597.84
03/04/2020	TAX	5395	FOWLERVILLE DIST LIBRARY	380.49
03/04/2020	TAX	5396	FOWLERVILLE SCHOOLS	2,636.75
03/04/2020 03/04/2020	TAX TAX	5397 5398	HOWELL AREA FIRE AUTHORITY	8,557.09
03/04/2020	TAX	5399	HOWELL CARNEGIE LIBRARY HOWELL PUBLIC SCHOOLS	5,917.43 608.01
03/04/2020	TAX	5400	HOWELL PUBLIC SCHOOLS	17,036.93
				, 000,00

03/05/2020 02:42 PM User: BRENT KILPELA

## CHECK REGISTER FOR HOWELL TOWNSHIP CHECK DATE FROM 02/05/2020 - 03/05/2020

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User: BRENT K DB: Howell Tw		CHECK	DATE FROM 02/05/2020 - 03/05/2020	
heck Date	Bank	Check	Vendor Name	Amount
03/04/2020	TAX	5401	LIV EDUC SERVICE AGENCY	657.60
03/04/2020	TAX	5402	LIVINGSTON COUNTY TREASURER	1,196.14
03/04/2020 03/04/2020	TAX	5403	LIVINGSTON COUNTY TREASURER	659.31
03/04/2020	TAX	5404	LIVINGSTON COUNTY TREASURER	4,443.84
TAX TOTALS:				
Total of 25 Che Less 0 Void Che				773,929.99 0.00
Total of 25 Dis	bursements	:		773,929.99
Bank UTYCK U'	TILITY CH	ECKING		
02/06/2020	UTYCK	2605	GENOA TOWNSHIP DPW	6,360.56
02/06/2020	UTYCK	2606	IDEXX DISTRIBUTION, INC	4,240.15
02/06/2020	UTYCK	2607	KENNEDY INDUSTRIES INC	550.50
02/06/2020	UTYCK	2608	MHOG	99,827.47
02/06/2020	UTYCK	2609	MHOG SEWER & WATER AUTHORITY	3,480.00
02/06/2020	UTYCK	2610	UIS SCADA	429.00
02/06/2020	UTYCK	590003046(E)	AT&T	81.99
02/06/2020 02/06/2020	UTYCK UTYCK	590003047 (E)	AT&T	86.43
02/06/2020	UTYCK	590003048(E) 590003049(E)	AT&T AT&T	102.93
02/06/2020	UTYCK	590003049(E)	AT&T	84.44 64.97
02/06/2020	UTYCK	590003050(E)	AT&T	77.61
02/06/2020	UTYCK	590003051(E)	AT&T	265.85
02/06/2020	UTYCK	590003053(E)	AT&T	110.10
02/06/2020	UTYCK	590003054(E)	DTE ENERGY	387.20
2/25/2020	UTYCK	2611	ALEXANDER CHEMICAL CORPORATION	700.00
2/25/2020	UTYCK	2612	COVENANT ENVIRONMENTAL L.L.C.	527.00
2/25/2020	UTYCK	2613	TRUE VALUE HARDWARE	13.04
02/25/2020	UTYCK	2614	UIS SCADA	429.00
02/25/2020	UTYCK	2615	US POSTMASTER	1,500.00
02/25/2020	UTYCK	590003055(E)	AT&T	373.47
02/25/2020	UTYCK	590003056(E)	CONSUMERS ENERGY	1,003.94
)2/25/2020 )2/25/2020	UTYCK UTYCK	590003057(E) 590003058(E)	CONSUMERS ENERGY CONSUMERS ENERGY	18.04
02/25/2020	UTYCK	590003050(E)	DTE ENERGY	88.60 168.27
02/25/2020	UTYCK	590003059(E)	DTE ENERGY	129.26
02/25/2020	UTYCK	590003061(E)	DTE ENERGY	7,314.57
02/25/2020	UTYCK	590003062(E)	DTE ENERGY	206.45
02/25/2020	UTYCK	590003063(E)	DTE ENERGY	270.26
02/25/2020	UTYCK	590003064(E)	DTE ENERGY	261.96
02/25/2020	UTYCK	590003065(E)	DTE ENERGY	733.99
02/25/2020	UTYCK	590003066(E)	DTE ENERGY	185.86
02/25/2020	UTYCK	590003067(E)	DTE ENERGY	46.44
03/04/2020	UTYCK	2616	INFRAMARK, LLC	25,019.01
03/04/2020	UTYCK	2617	RANDY'S SERVICE STATION	434.59
03/04/2020	UTYCK	2618	SCHUTZ HEATING & COOLING	4,870.00
03/04/2020	UTYCK	590003068(E)	AT&T	115.95
03/04/2020 03/04/2020	UTYCK	590003069(E)	AT&T	82.14
03/04/2020	UTYCK	590003070(E)	AT&T	78.56
03/04/2020	UTYCK	590003071(E)	AT&T	116.42
03/04/2020	UTYCK UTYCK	590003072(E) 590003073(E)	AT&T AT&T	82.05
		330003073(E)	AIRI	217.53
JTYCK TOTALS: Total of 42 Chec				161 125 60
Less 0 Void Chec	161,135.60 0.00			
rotal of 42 Disk	oursements:			161,135.60
REPORT TOTALS	3:			
rotal of 104 Che Less 0 Void Chec	978,879.40 0.00			
rotal of 104 Dis	978 879 40			
				- Abrees with Three
				Register BK