HOWELL TOWNSHIP BOARD MEETING

3525 Byron Road Howell, MI 48855 July 12, 2021 6:30 P.M.

1.	Call to Order:				
2.	Roll Call:	Mike Coddington Jean Graham Jonathan Hohens Matthew Counts	()	Jeff Smith Harold Melton Evan Rudnicki	() ()
3.	Pledge of Allegia	ince:			
4.	Call to the Board	:			
5.	Approval of the N A. Regular Board	Minutes: d Meeting June 14	, 2021		
6.	Correspondence	:			
7.	Call to the Public:				
8.	New Business: A. Resignation o	f Evan Rudnicki			
9.	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	
10.	Call to the Public:				
11.	Disbursements: Regular and Ch	eck Register			
12.	Adjournment:				

AGENDA ITEM 5

HOWELL TOWNSHIP REGULAR BOARD MEETING MINUTES

3525 Byron Road Howell, MI 48855 June 14, 2021 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
Trustee

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

All rose for the Pledge of Allegiance.

APPROVAL OF THE AGENDA:

June 14, 2021

MOTION by Counts, seconded by Rudnicki, "TO APPROVE THE JUNE 14, 2021 AGENDA AS PRESENTED." Discussion followed. Motion carried.

APPROVAL OF BOARD MEETING MINUTES:

A) BUDGET MEETING MINUTES

MOTION by Hohenstein, seconded by Melton "TO APPROVE THE MAY 10, 2021 BUDGET MEETING MINUTES AS PRESENTED." Discussion followed. Motion carried. (See May 10, 2021 Budget Meeting Minutes.)

B) REGULAR BOARD MEETING MINUTES

MOTION by Hohenstein, seconded by Melton "TO APPROVE THE MAY 10, 2021 REGULAR MEETING MINUTES AS PRESENTED." Discussion followed. Motion carried. (See May 10, 2021 Regular Meeting Minutes.)

CORRESPONDENCE:

No additions. No questions.

PUBLIC HEARING:

MOTION by Counts, seconded by Rudnicki, "**TO OPEN THE PUBLIC HEARING ON THE TOWNSHIP 2021/2022 BUDGET.**" Discussion followed. A roll-call vote was taken: Graham – yes, Rudnicki – yes, Smith – yes, Hohenstein – yes, Melton – yes, Coddington – yes, Counts – yes. Motion carries 7 to 0. The Public Meeting opened at 6:32 P.M. It was noted that the budget was explained at the May Budget Meeting. Supervisor Coddington asked if anyone from the public has any questions or concerns. There was one comment from Bill Park, 437 Burkhart Road and that was to congratulate the Board because he stated that in the old days the room would be filled with residents wanting to discuss the budget. **MOTION** by Graham, seconded by Melton, "**TO CLOSE THE PUBLIC HEARING ON THE HOWELL TOWNSHIP 2021/2022 BUDGET.**" Discussion followed. Motion carried. The Public Hearing closed at 6:34 P.M.

CALL TO THE PUBLIC:

Bill Parks, 437 N. Burkhart Rd – He would like to know what the status of the sale that is on the property that is next to his. (There is an offer that is in and the Township has accepted it. Nothing has been submitted to the Planning Commission at this time.) Mr. Parks would like to be notified about the Planning Commission decision. It was suggested he contact the Zoning Administrator.

UNFINISHED BUSINESS:

HOWELL TOWNSHIP BUDGET 2021/2022 APPROVAL

MOTION by Graham, seconded by Hohenstein, "**TO APPROVE THE HOWELL TOWNSHIP 2021/2022 BUDGET AS PRESENTED."** Discussion followed. Clerk Graham added that this will include the Resolutions 05.21.489, 05.21.490 and 05.21.491 that were passed at last month's meeting contingent that the budget is approved at this month's meeting. A roll-call vote was taken: Melton – yes, Coddington – yes, Graham – yes, Smith – yes, Rudnicki – yes, Counts- yes, Hohenstein – yes. Motion carries 7 to 0.

NEW BUSINESS:

A) RECOGNITION OF ANDREW SLOAN

Clerk Graham read aloud, Resolution #06.21.492 in Recognition of Andrew Sloan for his years of service on the Planning Commission and the ZBA. **MOTION** by Graham, seconded by Hohenstein, "**TO ACCEPT RESOLUTION #06.21.492 IN RECOGNITION OF ANDREW SLOAN.**" Discussion followed. A roll-call vote was taken: Rudnicki – yes, Hohenstein – yes, Melton – yes, Counts – yes, Graham – yes, Smith – yes, Coddington – yes. Motion carries 7 to 0.

- B) RECOGNITION FOR RECEIVING A PERFECT SCORE ON THE 2020 AMAR REVIEW Supervisor Coddington stated that it is an amazing thing to receive a perfect score on this. Clerk Graham added that the Deputy Treasurer helped to get the numbers where they should be.
- C) DISCUSSION ON ENDING EMEGENCY DECLARATION

 MOTION by Smith, seconded by Melton, "TO END THE EMERGENCY DECLARATION THAT THE

 TOWNSHIP HAS BEEN UNDER." Discussion followed. Motion carried.
- D) CLEAN-UP DAY

Discussion on the next Clean-Up Day. It was the consensus of the Board to try and go back to our normal weekend in May of 2022 for the next Township Clean-up Day.

E) CONTRACT WITH CARLISLE/WORTMAN

Clerk Graham discussed the agreement with Carlisle/Wortman for consulting services. The contract needs to be signed. Some pros and cons with staying with the company were discussed. The contract presented is good until March 31, 2023. **MOTION** by Hohenstein, seconded by Melton, "TO ACCEPT THE AGREEMENT FROM CARLISLE AND WORTMAN AS PRESENTED." Discussion followed. Motion carried.

REPORTS:

A. SUPERVISOR:

(Supervisor Coddington reported on the following items)

Working with the Property Committee.

B. TREASURER:

(Treasurer Hohenstein reported on the following items)

- Was able to get Comcast to look into possibly getting internet south of I-96. Also talked with another company, ACD.NET who will look into what it will take to provide service. There is a large section of the Township that does not have internet service and most of that is south of I-96.
- A Street light is being requested at the corner of Crandall and Warner because of some of the activity
 going on at that intersection. The Board discussed some pro and cons of putting street lights on country
 roads. It might be better if the request would be petitioned. It is unknown what the installation cost is
 but it runs about \$500.00 a month for electricity.

C. CLERK:

(Clerk Graham reported on the following items)

- The ducts were cleaned last week. Maintenance on the furnace is coming next.
- Would like to hire an Assistant Deputy Clerk. Start training them on all aspects of elections. The Deputy Clerk will train the assistant through the 2022 elections and then have the Assistant run the Presidential Election with the Deputy Clerk's support. This person would then be ready to take over when the Deputy Clerk decides to retire. This person will also be trained on other areas covered by the Deputy Clerk; cemetery, water meter horns, FOIA's, Board meetings and other issues. They will also help out at the front desk, phone calls and be support in other departments as needed. Questions and concerns from the Board were discussed. Discussion on Early Voting if it is passed and how that effects the office. It was the consensus of the Board to allow the Clerk to hire an Assistant Deputy Clerk with starting wage of \$20.00 per hour along with the normal benefit package of a full time employee.
- Cemetery is in need of some repairs. 1) The split rail fence that runs along the roadside of the cemetery is falling down and is old and rotting. 2) There are some trees that need to be removed. 3) There is a lot of trash and debris that has been piled up and needs to be removed. The sheriff's department has been contacted about having their trustees come in and remove these piles. They will get back in touch with us when they are available. 4) The southwest side of the driveway needs to be built up. It gets very muddy in the spring and cars can and have gotten stuck. Discussion on all of these issues. Will try and get quotes for these issues.
- Need to add another scanner for elections. We are going to be splitting our AVCB (Absentee Voter Counting Board) into two groups. More and more people are voting by absentee. This is putting a lot of stress on the AVCB. At the last election we didn't get done until 3:00 am. Many of the municipalities have more than one AVCB. With the possibility of Early Voting, that will take a scanner. The cost is \$5,545.00 for the scanner. There is an additional cost of \$2,820.00 for the cost of maintenance for years 6-10 which is spread out over years 6-10. Hart Intercivic is the company that Livingston County went with. All municipalities from a county have to use the same scanners. This is due to programming. Discussion followed. MOTION by Smith, seconded by Counts, "TO APPROVE THE PURCHASE OF A SCANNER/TABULATOR FROM HART INTERCIVIC AS PRESENTED." Discussion followed. Motion carried.

D. ZONING:

(See Zoning Administrator Daus's prepared written report)

E. ASSESSING:

(See Assessor Kilpela's prepared written report)

Howell Twp. Board 06.14.2021

F. FIRE AUTHORITY:

(Supervisor Coddington reported on the following items)

Approved the budget.

G. MHOG:

(Trustee Counts reported on the following items)

- The Genoa water tower is finished or nearly finished being painted.
- Development is moving on and a lot of expansion is going on.
- Some bonds were refinanced.
- 10% increase in water usage in April from last year.
- EGLE is consstanly asking for changes and adjustments.
- MHOG does not have any lead pipes in the ground, but there may be some older homes that may have lead in their service lead.

H. PLANNING COMMISSION:

(Trustee Counts reported on the following items)

- Welcomed the two new members, Denise Markham and Paul Pominville.
- The meeting was cut short because of some technical problems.

1. ZONING BOARD OF APPEALS (ZBA):

(Trustee Rudnicki reported on the following items)

- Petitioner #1"s request was for an accessory building. The request was tabled until the next meeting to
 acquire more accurate measurements for an accessory building.
- Petitioner #2's requests was for an accessory building in front of the rear line of the house. This request was approved.

J. WWTP:

(Treasurer Hohenstein reported on the following items)

VFD on one of the blowers has gone out. Received two quotes. Recommend the quote from UIS. MOTION by Hohenstein, seconded by Melton, "TO REPLACE, INSTALL AND PROGRAM THE BLOWER VFD, NOT TO EXCEED \$10,455.00 AS PRESENTED." Discussion followed. Motion carried.

K. HAPRA:

(Clerk Graham reported on the following items)

- Hired a new person.
- The pool at the high school is opened but is not being run by HAPRA.
- Trying to get people to work at the boat launch.
- Hired a youth supervisor to run the Day Camps.
- Received an award from Generation Z Grant.

L. PROPERTY COMMITTEE:

(Treasurer Hohenstein reported on the following items)

- Property at Oak Grove and M-59 have some access issues.
- Received an offer from Springborn and they were willing to waive the easement issue. The original offer
 from Dedvukaj is now willing to waive the easement issue. There are some differences in price and the
 time allowed for investigation. It is the Property Committee's recommendation to approve the offer from

Howell Twp. Board 06.14.2021

Dedvukaj. Discussion on the easement. MOTION by Graham, seconded by Smith, "TO ACCEPT THE BID FROM DED AND LINDA DEDVUKAJ ON THE PURCHASE FOR PARCELS #4706-25-200-046 AND 4706-25-200-047 AS PRESENTED." Discussion followed. Motion carried.

CALL TO THE PUBLIC:

Bill Parks, 437 N. Burkhart Rd. – Wanted to know what full time is considered. (36 hours weekly. Employees work through their lunches. If they are needed at the counter or on the phone, those issues are dealt with.) He stated that Howell Township many years ago had an opportunity to join the Howell Recreation Department at price of about \$50,000.00 and at that time they declined. (Howell Township is now part of the Howell Recreation Authority and is allowed 1 Park Pass per household.) Mr. Parks wanted to know if there has been any consideration of doing a recreation authority type thing between Fowlerville, Handy and Howell Township for the northwest section of the County. (The Township has never heard of any recreation authority for Fowlerville.) Would that be a consideration? (Do not know if that exists and it would depend on what it offered.) Mr. Parks added that Burkhart Ridge is in their 2nd phase of development which will increase the population for voting.

DISBURSEMENTS: REGULAR AND CHECK REGISTER:

MOTION by Hohenstein, seconded by Melton, "TO APPROVE THE REGULAR DISBURSEMENTS AS OF MAY 31, 2021 CHECK REGISTER AS PRESENTED, ALSO ANY CUSTOMARY AND NORMAL PAYMENTS FOR THE MONTH." Discussion followed. Motion carried.

<u>ADJOURNMENT:</u> MOTION by Melton, seconded by Counts, "TO ADJOURN." Motion carried. The meeting adjourned (8:07 pm.)

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

AGENDA ITEM 6

CORRESPONDENCE

JULY 12, 2021

1. AMERICAN FUNDS – Summary prospectus June 1, 2021

AGENDA ITEM 8A

Dear Howell Township Board,

All, please accept this letter as notice of my immediate resignation from the Howell Township Board of Trustees. I have had an unforeseen opportunity present itself to my family and have moved from the township after a lifetime of residency. Had I seen this opportunity being a possibility I would have not run for the board for a second term. I want to express my sincere gratitude for everything I have learned while a part of this board, and for the welcoming environment that you all have provided since my first day. I truly believe you all have the best interest of Howell Township in mind when making decisions for the community, and I hope I was able to show you, and residents that I had the same mindset while serving. I hope to see each one of you continue your service to Howell Township for as long as you desire, and please know that you will always have my support.

With much appreciation,

Evan Rudnicki

AGENDA ITEM 9B

Broadband Expansion Milett Road and Layton Road

Comcast has come back with the following for the proposed expansion of broadband internet at Milett and Layton roads. This type of work can be paid for with general fund money or with the Federal COVID relief money available to the Township. I am looking for the Board to approve the funds needed for this expansion.

Respectfully submitted, Jonathan Hohenstein

A rough ballpark estimate is as follows:

• Total Construction Cost: \$97,099

o Comcast Contribution to Total Cost: \$50,284

o Required Remaining Customer Contribution: \$46,815

• Homes Passed (i.e., Made Serviceable) via Buildout: 29

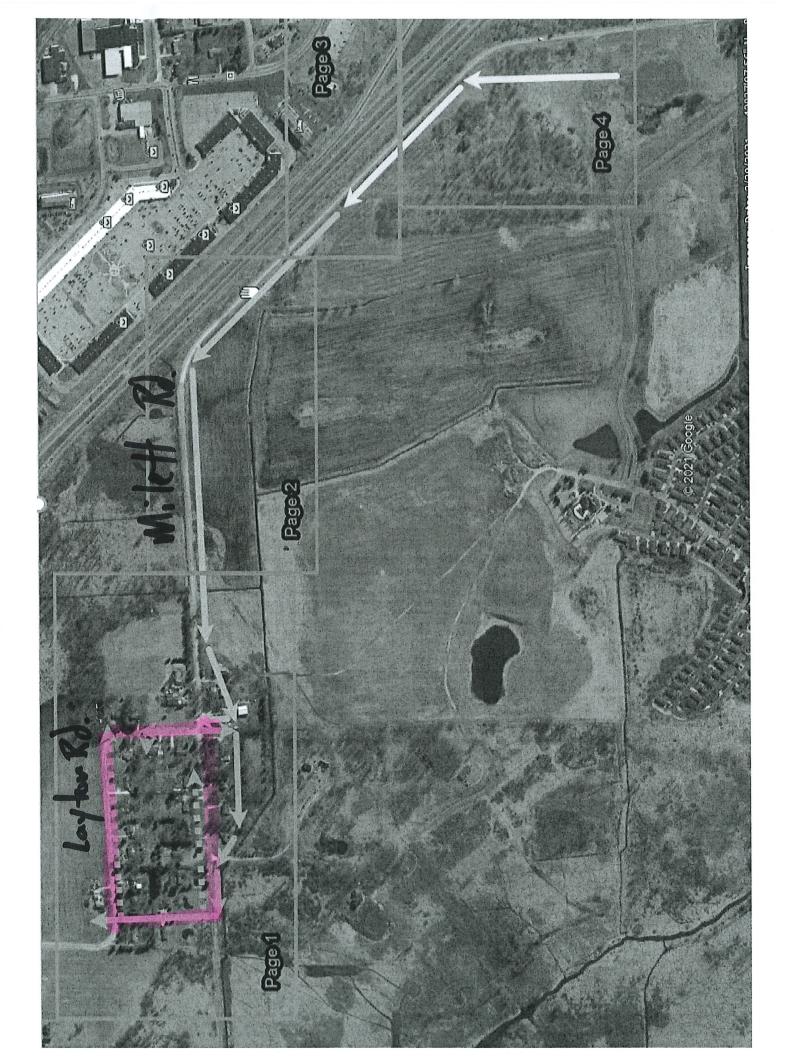
The attached visual shows the proposed route to feed this area. The yellow arrows (i.e., proposed aerial construction) can be eliminated from the build, yielding a cost savings of approx. \$17,500. Which I've already factored into the figures above.

Our Construction team thinks that this is something that we could potentially get completed with 10-16 weeks. A lot of that time will be waiting on permits from the relevant permitting entities (presumably here DTE for aerial pole attachments, as well as the County Road Commission).

Internet speeds as follows below.

<u>Service Tier</u>	Download Speed (Mbps)	Upload Speed (Mbps)
Internet Essentials*	50	5
Performance Starter	50	5
Performance	100	5
Blast!	200	10
Extreme	400	20
Extreme Pro	800	20
Gigabit Speed	1200	35

^{*}Eligibility criteria apply; click here for more.



AGENDA ITEM 9C

June 17, 2021

Township Board:

We are in need a new fire proof 4 drawer cabinet. The one that we use for our accounts payable checks and copies of account payable payments has a bad drawer that we cannot open and another drawer that keeps sticking.

I have gotten 3 prices from 3 different vendors:

Master Media - \$1,459.00 (see attached quote)

Office Furniture - \$1,499.99 (see advertisement)

Staples - \$1,649.99 (see advertisement)

Our vendor, Master Media we order our supplies from, they will deliver and set up for us.

May I have the board's permission to order this file from Master Media?

Land Makushik

Item Information

Stock No: FIR4R1822CPA

Description: FireKing Insulated Turtle File Cabinet - 4-Drawer

Manufacturer: FireKing Security Group





List Price: 2490.00 EA Catalog Page: 206

SPR Locations

Ayailable

All SPR DCs:

14

Marketing Information

Deep Insulated Turtle File is ideal for safeguarding irreplaceable records and documents. Both letter-size and legal-size documents can be filed in a Turtle File. Features UL 350 one-hour fire and impact rating. Offers a standard, four-pin keylock. Turtle File is perfect for a home, personal office or small business. Features parchment powder-coat finish, oven-dried, asbestos-free gypsum insulation and full-suspension file drawers.

Product Specifications Similar Products Suggested Products Accessories Resources

General Information

Manufacturer

FireKing Security Group

Manufacturer Part Number

4R-1822-C-PA http://www.fireking.com

Manufacturer Website Address

Brand Name

FireKing

Product Line Product Name Insulated

Insulated Turtle File Cabinet - 4-Drawer 1 Each

Packaged Quantity Product Type

File Cabinet

Product Information

Total Number of Drawers

Drawer Type

Media Size Supported

File

Letter

Legal

Finishing

Powder Coated

Application/Usage

File Storage Features Fire Resistant

Physical Characteristics

Color

Parchment

Material

Steel 52.8"

Height Width

17.7"

Depth

22.1"

Weight (Approximate)

468 lb

Miscellaneous

Certifications & Standards

U.I. class 350 1 hour

Recycled

No

Assembly Required

No

Country of Origin

United States

Warranty

Limited Warranty

Lifetime

To: Howell Township

rom: Naster Media Supt

cjour cost:

No delivery or Set up fee.

Chris O'Doherty

P- 517-223-9320

F- 517-223-9324

FireKing Turtle 4-Drawer Vertical File Cabinet, Fire Resistant, Letter/Legal, Beige, 22.13"D (4R1822-CPA)

Item #: 670537 | Model #: 4R1822CPAI

4 ★★★★☆ 26 Reviews | 1 Question | ∞ Share





Highlights View full product details

Vertical file cabinet for everyday use

Four-drawer vertical filing cabinet holds letter- or legal-size documents

Drawers are made of metal with parchment finish

\$1,649.99

1 each

O Delivered FREE within 7- 14 business days

to Southfield, MI V

Store pick up



Product options

Selection _

4 Drawer Letter/Legal (FIR4R1822CPAI), Inside Delivery





Protect your purchase

3-Year Accident Protection Plan Learn more

\$49.99

Consider this similar product



FireKing Patriot 4-Drawer Vertical File Cabinet, Fire Resistant, Legal, Beige, 31.56"D DOCK (4P2131-CPA)

2.5 ★★☆☆☆

\$2,018.29

Add to cart



Staples furniture services

30+ YEARS EXPERIENCE

FREE SHIPPING

FREE LIFETIME WARRANTY



1.800.460.0858

TALK TO AN EXPERT

M-F 8AM TO 7PM CT





An Everything2Go.com Company

Home / Storage Furniture / File Cabinets / File Cabinets Vertical

BEST SELLER!



Parchment



SHARE:







+ @

4 Drawer Fireproof Turtle File by FireKing

\$1499



+ FREE SHIPPING

Compare At: \$2238

You save: \$739 (33%)

Item Number: 101-FFC89

Questions? Call us!

QTY:

1

OPTION:

Please Choose Option

ADD TO CART



LOWEST PRICE GUARANTEE!

If you find the same product for less anywhere else, give us a call at 1.800.460.0858. We'll match that price, plus, you'll get our Free Lifetime Warranty and unparalleled service. <u>DETAILS</u>

FEATURES

- Lifetime Warranty
- CALL NOW FOR GUARANTEED LOWEST PRICE!
- 1 hour fire and impact rating
- Environmentally friendly scratch resistant powder coating
- Drawers with high sides for hanging file folders
- Accommodates letter and legal size hanging files
- Insulation between all drawers
- Free replacement guarantee
- \$395 charge will be applied to residential orders

PRODUCT DETAILS

Brand: FireKing Mfg #: 4R1822-C Weight: 435 lbs.

4.1 ★★★★ Google Customer Reviews

DIMENSIONS

Overall: 17-11/16 in W x 22-1/8 in D x 52-3/4 in H Interior: 12-3/16 in W x 15-1/8 in D x 10-3/8 in H

MATERIAL

Metal

DESCRIPTION

+

SHIPPING

4



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4.1 ★★★★ Google Customer Reviews

AGENDA ITEM 9D

ADDRESS ASSIGNMENT

Permit #	Contractor	Job Address	Fee Total
PA21-008	WARD JON LLC	717 JOHN WARD DR	\$25.00
Work Descri	ption: EAST OF BYRON ROA	D ON THE SOUTH SIDE OF JOHN WARD DRIV	VE.

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

Commercial Land Use

Permit #	Contractor	Job Address	Fee Total
P21-060	UNION AT OAK GROVE	MADDUX LN BLDG 1	\$250.00
Work Descrip	ption: 12 UNIT 2 STORY APARTM	ENT BUILDING. BUILDING TYPE C	
	42,44,46,48,50,52,54,56,58,60,6	52,&64 MADDUX LANE	
P21-061	UNION AT OAK GROVE	MADDUX LN BLDG 2	\$250.00
Work Descri	ption: 8 UNIT 2 STORY APARTM	ENT BUILDING. BUILDING TYPE A	
	72,74,76,78,80,82,84,&86 MUI	DDUX LANE	
P21-062	UNION AT OAK GROVE	ALEX LN BLDG 14	\$250.00
Work Descri	ption: 12 UNIT, 2 STORY APARTM	MENT BUILDING. BUILDING TYPE D.	
	91,93,95,97,99,101,103,105,107	7,109,111,&113 ALEX LANE	
P21-063	UNION AT OAK GROVE	ALEX LN BLDG 15	\$250.00
Work Descri	ption: 8 UNIT 2 STORY APARTMI	ENT BUILDING. BUILDING TYPE B	
	69,71,73,75,77,79,81,&83 ALF	EX LANE	
P18-079	LACASA	2895 W GRAND RIV	\$150.00
Work Descri	ption: TEMPORARY 12 X 46 MOB	BILE OFFICE IN PARKING LOT.	
P21-071	HOWELL TOWNSHIP SANIT	'AR 1210 PACKARD	\$50.00
Work Descri	ption: SETTING A GENERATOR	AT THE WATER TOWER.	
P21-070	TANGER PROPERTIES LLC	1475 N BURKHART D-220	\$110.00
Work Descri	ption: INTERIOR REMODEL OF	VACANT SPACE.	

Total Permits For Type: \$1,310.00 Total Fees For Type:

7

Residential Land Use

Permit #	Contractor	Job Address	Fee Total
P21-073	BENNETT ROBERT M & BREN	4012 INDIAN CAMP TRL	\$10.00
Work Descrip	otion: REPLACING 17 WINDOWS		
P21-067	MAZURE LAVERN AND JUDY	3540 AMBER OAKS DR	\$10.00
Work Descrip	otion: FINISH BASEMENT		
P21-068	WESTVIEW CAPITAL LLC	3048 IVY WOOD CIR	\$105.00
Work Descrip	otion: 1822 SQ FOOT HOME - FRON' 10' PATIO	Г PORCH AND GARAGE WITH UNFINISHE	D BASEMENT. WITH 10' X
P21-074	WESTVIEW CAPITAL LLC	3066 IVY WOOD CIR	\$105.00
Work Descrip	otion: 2,059 SQ FT BI-LEVEL WITH A	2 CAR ATTACHED GARAGE.	
P21-066	HIBBARD DONALD B JR	2620 BOWEN	\$10.00
Work Descrip	ption: KITCHEN REMODEL		
P21-064	PARKER TIMOTHY C & PHYLLI	2610 OAK GROVE RD	\$75.00
Work Descrip	otion: 30 X 40 X 11 METAL BUILDIN	G, ON A SLAB.	
P21-072	ROSEMAN CAROL A	1393 STEEPLECHASE CT	\$10.00
Work Descrip	ption: REPLACING 6 WINDOWS		
P21-065	FREIDA GARY & KAREN CARI	5400 LOWE RD	\$75.00
Work Descrip	ption: ROOF MOUNT SOLAR SYSTE	M	

Total Permits For Type:

8

Total Fees For Type:

\$400.00

Sewer Connection

Permit #	Contractor	Job Address	Fee Total
PWS21-008	UNION AT OAK GROVE	MADDUX LN BLDG 1	\$37,200.00
Work Descrip	tion:		
PWS21-010	UNION AT OAK GROVE	MADDUX LN BLDG 2	\$24,800.00
Work Descrip	tion:		
PWS21-012	UNION AT OAK GROVE	ALEX LN BLDG 14	\$37,200.00
Work Descrip	tion:		
PWS21-014	UNION AT OAK GROVE	ALEX LN BLDG 15	\$24,800.00

Total Permits For Type: 4
Total Fees For Type: \$124,000.

Sign

Permit #	Contractor	Job Address	Fee Total				
P21-059	J & E ASSOCIATES LLC	3915 TRACTOR DR	\$225.00				
Work Descri	Work Description: 75.7 SQ FT WALL SIGN						
P21-069	TANGER PROPERTIES LLC	1475 N BURKHART C-160	\$175.00				
Work Descri	Work Description: INTERIOR SIGN TO PLACED IN A WINDOW						

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

Water Connection

Permit #	Contractor	Job Address	Fee Total			
PWS21-009	UNION AT OAK GROVE	MADDUX LN BLDG 1	\$37,200.00			
Work Descrip	Work Description:					
PWS21-011	UNION AT OAK GROVE	MADDUX LN BLDG 2	\$24,800.00			
Work Descrip	Work Description:					
PWS21-013	UNION AT OAK GROVE	ALEX LN BLDG 14	\$37,200.00			
Work Descrip	Work Description:					
PWS21-015	UNION AT OAK GROVE	ALEX LN BLDG 15	\$24,800.00			
Work Descrip	Work Description:					

Total Permits For Type: 4
Total Fees For Type: \$124,000.

Report Summary

Population: All Records

Grand Total Fees: \$250,135.
Grand Total Permits: 26

6/1/2021 12:00:00 AM AND 6/30/2021 11:59:59 PM

AGENDA ITEM 9E

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

MTT UPDATE:

Amerilodge Group v Howell Township: Prehearing General Call set for December 1, 2021 with

valuation disclosure due by September 3, 2021.

SGA Hotels LLC v Howell Township: Prehearing General Call set for November 16, 2021 with

valuation disclosure due by August 19, 2021. Opposing counsel has reached out in hopes of

settlement. Negotiating is ongoing.

Trilogy Real Estate Howell LLC v Howell Township: Waiting for Proof of Service for Property Tax

Petition.

Tanger Properties Limited Partnership v Howell Township: Cost sharing Attorney Laura Hallahan

with Byron Township. The joint venture seems the most prudent position to take on this appeal,

based on the amount in contention.

Burkhart Ridge v Howell Township: Petitioner filed 2021 tax appeal, but currently is in default

for not following procedure.

SMALL CLAIMS TRIBUNAL: no outstanding appeals.

ASSESSING OFFICE:

ASSESSOR: Completed sections 23-27 with the oblique imagery. Talked with Near Map on getting

a quote for imagery. Will be getting a free trial of their product in the middle of July. More to

follow on this.

OTHER: Attended June WWTP meeting. Met with Kirt Irvin from Inframark on the progress at

the plant and the Inspection and Maintenance Program they have drafted.

AGENDA ITEM 9G

MHOG Meeting: June 16, 2021 5pm

May Usage and Projects:

It was a busy month for MHOG with the painting of the Genoa Tower, an inspection of Marion 1 found some pinholes in the internal coating that needed to be fixed, and the work done to clean out the north and south lime claricones. The extra hot and dry spring added to the stress on the system and the unusually high water demand during these projects. Water usage was up 49.8% compared to May of 2020.

Bonds:

Refunding of the bonds continues and the schedule has been set for the sale of these bonds.

Meter:

Board approved the removal of an old water meter that is no longer needed. This will save on replacement cost and ongoing continued maintenance costs.

Respectfully submitted, Jonathan Hohenstein

AGENDA ITEM 9J

Howell Township Wastewater Treatment Plant Meeting Meeting: June 17, 2021 10am

Attending: Matt Holtz, Greg Tatara, Brent Kilpela, Jean Graham, Jonathan Hohenstein

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

VFD – Lambert Drive

Still waiting for the VFD to be installed.

Ероху

Matt received one quote to line both the influent channel and the Burkhart Ridge station for \$23,000. Matt is still waiting on another quote for these projects. Matt is trying a chemical additive to try and reduce the hydrogen sulfide gas build up in the pump station. As discussed a down pipe is necessary to help reduce gas levels and aid in the build-up of material on the pump.

Water Service

Matt got a quote from Pete Black plumbing for \$9,500 to connect the system to MHOG water. There will also be the additional cost for a 2-inch water meter which is about \$2,000. Matt is still trying to get quotes before moving forward.

Influent Sampling

Matt will need to contact the Township Engineer for sketches on how to move the sampling point. Matt is still working on this.

SCADA

Matt let us know again that Inframark has purchased a SCADA company and they will be getting us a quote to install a new SCADA system at the plant and the pump stations. Matt will also be getting quotes from Kennedy and UIS for pump station monitoring systems and for a plant SCADA system. Once we get the quotes we will need to evaluate the long term and short term costs versus the benefits of each system.

Collection System

Matt will be working toward getting a report done on the condition of the collection system. From this report we will be looking into cleaning as necessary, with possibly setting up a schedule over several years. The GIS system would be a great tool to use for this project. Matt will be bringing back their results to the next meeting.

Violations

The plant has had 3 violations for phosphorus at the plant. Matt said it is due to the VFD on the blower being out, and the age of the ferric chloride, and because of the temperature swings from very hot to quite cool for the month of May. Greg suggested that Matt waste at a higher rate and to clean out the ferric junction box.

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 April. We are always available to discuss any of these matters in greater detail if you have any further questions or comments. There were 4 violations in May. We are thankful for the continued opportunity to partner with Howell Township.

Site Visit – Town Officials	0
Site Visit – Inframark Officials	2
NPDES Permit Compliance	4
Preventative Work Orders	114 open
	114 closed
Corrective Work Orders	0 open
A CONTRACTOR OF THE CONTRACTOR	0 closed
Locates for Month	9 marked
	125 no conflict
Health & Safety	0 recordable incidents
	0 lost time incidents

Items Requiring Action

We would like further discussion and consideration on the following:

Criticality**	Request	Impact	Est. Cost	Timing
High	Replace VFD for blower	Only one blower has a VFD and it has failed	\$8500 to \$10,000	Quotes submitted
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	Estimate submitted
High	Connect potable water to plant piping system	Allows for cleaning in the facility and some systems require water for proper operation.	TBD	
High	Headworks evaluation, grit removal will require water for proper operation.	Protect the biolac tank from grit and rags	TBD	
High	Main power disconnect for treatment plant	Allow the ability to disconnect the plant from DTE in case of partial loss of power	TBD	

Monthly Report Page 2

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

Operation

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

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

Maintenance & Repair

A copy of the monthly maintenance report is attached. A total of 86 preventative maintenance work orders were completed in April.

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

Personnel

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

Monthly Report Page 3

AGENDA ITEM 9L

HOWELL TOWNSHIP LIVINGSTON COUNTY, MICHIGAN RESOLUTION TO AUTHORIZE SALE OF PROPERTY RESOLUTION NO. 07.21.493

At a regular meeting of the Howell Township Board, held at the Township Hall on the 12th day of July, 2021, at 6:30 p.m.

PRESENT:
ABSENT:
The following resolution was offered byand supported by:
WHEREAS, the Township Board wishes to sell the property located in Howell Township,

identified as Parcel ID No. 4706-25-200-046 & 4706-25-200-047 ("the Property"); and

WHEREAS, the Township Board finds the Property is no longer needed for public use by the Township; and

WHEREAS, the sale of the Property is determined to be in the best interests of the Township.

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

- 1. The Township Board approves the sale of the Property to Ded Dedvukaj and Linda Dedvukaj, of 29350 Woodward Avenue, Royal Oak, Michigan 48073 for the sum of Two Hundred Thirty Four Thousand and 00/100 Dollars (\$234,000.00).
- 2. The Township Board authorizes and directs the Township Supervisor, the Township Clerk or the Township Treasurer to execute such documents as are necessary to effectuate the sale of the Property.
- 3. All prior resolutions and parts of prior resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

Yeas:	
Nays:	
RESOLUTION I	DECLARED ADOPTED.
STATE OF MICHIGAN)
COUNTY OF LIVINGSTON) ss)

I, the undersigned, the duly qualified and acting Clerk for the Howell Township, Livingston County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Howell Township Board at a meeting held on the 12th day of July, 2021, and further certify that the above Resolution was adopted at said meeting.

Jean Graham, Township Clerk Howell Township

LAND PURCHASE AGREEMENT

This LAND PURCHASE AGREEMENT ("Agreement") is made June 8, 2021, by and between Ded Dedvukaj and Linda Dedvukaj of 29350 Woodward Avenue, Royal Oak, Michigan 48073 ("Purchaser") and Howell Township, a Michigan municipal corporation, having an address of 3525 Byron Rd., Howell, MI 48855 ("Seller") (collectively, the "Parties") as follows:

BACKGROUND

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

AGREEMENT

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

- 1. Property. Seller agrees to sell and Purchaser agrees to purchase certain real property located in Howell Township, Livingston County, State of Michigan, identified as Parcel ID No. 4706-25-200-046 and 4706-25-200-047, legally described on Exhibit A (the "Land"), as may be amended in writing as agreed to by the Parties following a survey or title commitment, and which is illustrated on Exhibit B. The Land including all rights of Seller in and to the mineral, oil, and gas rights; fixtures; appurtenances; structures; improvements; and appurtenant personal property associated therewith, including the following: (a) all buildings and other improvements located thereon and all fixtures, licenses, permits, if any, located thereon or used in connection therewith, (b) all rights of Seller in and to all air, oil, gas, mineral and riparian rights, and all tenements, hereditaments, privileges and appurtenances belonging or in any way appertaining thereto, (c) capacity for one hundred and three (103) water Residential Equivalent Units (REU), and (d) capacity for one hundred and three (103) sanitary sewer Residential Equivalent Units (REU), which are all referred to collectively as the "Property," acquired by Seller in a tax foreclosure sale.
- 2. <u>Purchase Price</u>. The Purchase Price of the Property shall be Two Hundred Thirty-Four Thousand and 00/100 United States Dollars (\$234,000.00), paid in cash or its equivalent, equivalent at Closing.
- 3. <u>Deposit</u>. Within ten (10) days of the date of this Agreement, Purchaser shall deliver a good faith deposit in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) to Bell Title Insurance Company ("Title Agent"), 2339 Jolly Road, Okemos, Michigan 48864, to be credited to the Purchase Price at the time of Closing. This deposit is nonrefundable except as may otherwise be provided in this Agreement. An earnest money or escrow agreement consistent with this Agreement, to the extent required by Title Agent, shall be completed by both parties to effectuate this Agreement.
- 4. <u>Payment of Property Taxes</u>. Property taxes for the year of Closing shall be prorated 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 it is has been or likely will be satisfied with the conditions required of this Agreement, Purchaser may terminate this Agreement by providing written notice to Seller, and upon such termination, Purchaser's good faith deposit shall be returned. Upon commencement of the Inspection Period and throughout the term of this Agreement, Purchaser and its agents shall have the right to enter upon the Property to conduct the Examinations, which shall include soil borings, surveys, drilling and all tests normally performed for the determination of the suitability of real estate and for the collecting of all information necessary thereto (except

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

- 6. Closing Deadline; Schedule. The parties agree to schedule a closing at the earliest possible time, but in no event later than December 15, 2021 or thirty (30) days following the date of the end of the Inspection Period or Extension Period, as applicable, whichever occurs first. Seller and Purchaser agree to use Title Agent as escrow agent and closing agent.
- 7. <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 Property as is held by Seller through a tax foreclosure sale, 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 wire transfer or certified funds in U.S. currency, and execute a signed Closing Statement, transfer tax declarations and state and local law reports and forms, evidence satisfactory to establish Purchaser's authority to purchase the Property and other documents as are necessary and appropriate for the consummation of this transaction by Purchaser.
 - 9. Closing Costs. Seller and Purchaser shall divide the costs of Closing as follows:
- A. Seller shall pay (i) all transfer and/or conveyance taxes, if any, assessed in connection with the Closing, (ii) the premium for the Title Policy (iii) any Seller Closing fee charged by the title company in connection with this transaction, and (iv) cost for preparation of Deeds;
- B. Purchaser shall pay (i) any Purchaser Closing fee charged by the title company in connection with this transaction, (ii) any fee for any broker used by Purchaser, (iii) any fee for any real estate agent or other agent used by Purchaser, (iv) any recording fees, and (v) any and all other regular and customary costs and expenses related to the Property shall also be paid by Purchaser on the date of Closing.
- 10. <u>Title.</u> Seller shall order a commitment for an owner's policy of title insurance (the "Title Policy"), at its own expense, within fourteen (14) days of the date of this Agreement. Upon receipt of the commitment, Seller shall promptly provide a copy to Purchaser. Purchaser shall have thirty (30) days to provide Seller with written notice of any objections. Seller will then have thirty (30) days after receiving written notice to remedy the claimed defect. Seller shall have no obligation to cure any alleged defects or objections to title to the Property. If Seller is unable or unwilling to remedy the defect(s) within thirty (30) days, Purchaser shall have the option of either (i) closing the transaction (waiving any defect(s) and the Parties shall continue to perform their obligations; or (ii) terminating this Agreement by written notice to Seller.
- 11. <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 the Inspection Period, but not thereafter. Seller shall have no obligation to cure any

alleged defects or objections shown by the Survey.

- 12. Environmental Matters. Within ten (10) days of the date of this Agreement, Purchaser may, at its own expense, conduct such environmental site evaluations of the Property as it deems appropriate including, without limitation, a Phase I and Phase II environmental site assessment and/or a Baseline Environmental Assessment (collectively, the "Site Investigation Reports"). If Purchaser is not satisfied with the Property as shown by the Site Investigation Reports, Purchaser may cancel this Agreement within thirty (30) days after the date of this Agreement, but not thereafter. Seller shall have no obligation to cure any alleged defects or objections shown by the Site Investigation Reports.
- 13. <u>Representations of Seller</u>. Seller hereby represents to Purchaser that to the best of Seller's knowledge, which representations and warranties shall survive Closing, as of the date hereof and on the date of Closing, but without additional investigation by Seller:
- A. <u>Seller's Power and Authority</u>. Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms hereof, and Seller has granted no option or right of first refusal to any other person or entity to purchase the Property and has not entered into any contract to sell the Property as of the date of the Agreement. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.
- B. Existing Violations. Except as set forth in the Site Investigation Reports and this Agreement, Seller has not received any notice of, and has no knowledge of, existing violations on the Property or any portion thereof of any zoning, building, fire, health, pollution, environmental protection, hazardous or toxic substance or waste disposal law or ordinance, except as the Seller has notified the Purchaser of access issues regarding the Property.
- C. <u>Conveyance</u>. Seller will convey the Property to Purchaser pursuant to the Limited Warranty or Special Warranty Deed.
- D. <u>No Litigation</u>. There is no litigation, proceeding or investigation pending or, to and to Seller's officials' knowledge, threatened against or involving Seller or the Property, and Seller does not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could have an adverse impact on Purchaser or Purchaser's title to or use of the Property, either before or after Closing.
- E. <u>IRS Foreign Person</u>. Seller is not a "foreign person" as that term is defined in section 1445 of the Internal Revenue Code of 1986, as amended.
- F. <u>Environmental Laws</u>. Except as set forth in any reports obtained or provided and to Seller's officials' direct and actual knowledge, the Property and Seller are in full compliance with all requirements of federal, state and local environmental, health or safety laws, regulations and administrative or judicial decrees, as amended (the "Environmental Laws"), limited only to within the time-frame from when the Seller acquired the interest being conveyed and the Closing of the Property to the Purchaser.
- G. Right to Water and Sewer. Purchaser shall have the right to the water and sanitary sewer Residential Equivalent Unit capacity described in Paragraph 1 and a part of the Property at no additional cost from Seller other than assuming full responsibility of and paying all payments of the outstanding special assessment as defined in paragraph 18, below. Purchaser may use, transfer for its own use to another real property, or sell to another party said water and sanitary sewer Residential Equivalent Unit capacity only as permitted under a Township established regulation or policy, subject to any charges, at the time of use, transfer, or sale as determined by Seller. Purchaser acknowledges that the Township is under no obligation to establish such regulation or policy, nor does Purchaser have any property rights in the transfer or sale of such water and sanitary Residential Equivalent Units unless the Township so desires to recognize such interest in a Township established regulation or policy.
- H. <u>No Additional Documents</u>. With the exception of the documents provided to the Purchaser and to Seller's officials' knowledge, there are no reports, studies, appraisals, engineering reports, correspondence, agreements with governmental authorities, wetland studies or reports, flood plain studies or reports and/or other written information related to the Property of which Seller is aware or that are in Seller's possession or control.
 - 14. Representations of Purchaser. Purchaser hereby represents to Seller, which

representations and warranties shall survive Closing, that as of the date hereof, and on the date of Closing:

- A. <u>Purchaser's Power and Authority.</u> 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. <u>Purchaser's Agents.</u> 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. <u>Purchaser's Acknowledgments</u>. Purchaser acknowledges that the Property was obtained by Seller through foreclosure sale and may dictate that title is transferred with a covenant or special warranty deed recognizing the same.

15. Default and Remedies.

- A. <u>Purchaser's Default; Seller's Remedy</u>. If the Purchaser fails to close on the purchase of the Property, Seller may, as its sole and exclusive remedy terminate this Agreement by giving an appropriate Notice of Default as provided below. Upon termination, Seller shall retain any deposit paid by Purchaser to Seller, except as otherwise provided in this Agreement.
- B. <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 may as its sole and exclusive remedy (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 14 days to cure the alleged default from the date of delivery as provided for hereinafter, unless another time is agreed to by the parties in writing.
- 16. <u>Sale and Assignment of Agreement</u>. Neither party may assign its rights or delegate its obligations under this Agreement without the consent of the other party, which consent may be withheld in such other party's sole discretion.
- 17. Farm Land and Available Splits. The Property may be located within the vicinity of farmland or farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act. The right to make divisions stays with the portion of the parent tract retained by the Seller; if all of the parent tract is conveyed, then all division rights are granted.
- 18. Special Assessments. Purchaser acknowledges that there are Special Assessments for sewer and water against the Property that will come due for payment in the future and that are in the principal amount of \$356,388.00, exclusive of interest. Purchaser agrees to pay said Special Assessments in full as they come due. Purchaser unconditionally guarantees to Seller the current and timely payment of the Special Assessments, plus any interest that accumulates during repayment, until the Special Assessments are paid in full. Purchaser's personal guarantee shall bind Purchaser and its successors and assigns, which shall survive closing or assignment of this Agreement. Purchaser's guarantee of the Special Assessments shall not be required if Purchaser pays the entire principal amount of the future Special Assessments at the time of closing, plus interest calculated to the date of Closing.

19. Miscellaneous.

- A. <u>Time is of the Essence</u>. For the purposes of this Agreement and the obligations contained herein, **time is of the essence**.
- B. Choice of Law. This Agreement shall be governed by and construed under the laws of the state of Michigan.

- C. <u>Complete Agreement</u>. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the conveyance of the Property and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Purchaser.
- D. <u>Notice</u>. All notices which are required or desired to be given hereunder shall be in writing and shall be deemed given: (i) upon the day of personal delivery or refusal to accept personal delivery, or (ii) upon acknowledged receipt of a telefax or electronic mail, or (iii) one business day after deposit with a nationally recognized overnight courier service marked for overnight delivery, or (iv) five business days after deposit in a United States Postal receptacle if sent certified mail, return receipt requested. Any of the foregoing methods may be used to give such notice. Notices shall be deemed given if sent to the following addresses:

To Seller:	Howell Township
	Attention: Jean Graham, Clerk
	3525 Byron Rd
	Howell, MI 48855
With a copy to:	Fahey Schultz Burzych Rhodes PL
	Attn: Christopher S. Patterson
	4151 Okemos Road
	Okemos, MI 48864
	Phone: 517-381-0100
To Purchaser:	Ded Dedvukaj
10 Purchaser:	29350 Woodward Avenue
	Royal Oak, Michigan 48073
	Phone: 248/703-4653
	Email: brucemich@gmail.com
With a copy to:	
	_

- E. <u>Successors and Assigns</u>. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.
- F. <u>Broker.</u> 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. <u>Agricultural Lease of the Land</u>. Seller is informing Purchaser that this Property may be subject to a lease, which includes the use for agricultural purposes. If it

is, a copy of the lease is attached to this agreement in Exhibit C. The lessee of the Land is not a third-beneficiary of this Agreement and has no right to bring any claim under the terms of this Agreement. The lessee may have planted a crop on the Land. The Closing Date will be scheduled no sooner than after the existing crop has been harvested, or if the Closing Date is prior to the harvest, the Purchaser must pay any damages or costs of Seller to compensate the lessee for any lost crop due to the sale of the Property through a credit to the Seller and debit to the Purchaser at the Closing for approximately

- \$. The actual compensation will be determined at Closing but cannot increase by more than 10% than the stated amounted provided in this Paragraph. Purchaser further agrees to assume all obligations of the Seller under the terms and conditions of said lease and will honor the lessee's rights, which is limited to the end of the calendar year in which this property and transaction does close and disburse.
- H. <u>Water and Sewer User Fees</u>. Purchaser acknowledges it will pay all connection, meter, and other fees and costs to obtain water and sewer service. Purchaser acknowledges that it will be responsible for the payment of sewer and water costs for the use of water and sewer for each unit to be developed on the Property, which shall be paid by Purchaser in full as fees and costs come due. Purchaser unconditionally guarantees to Seller the current and timely payment of any fees, costs, or special assessments as such come due, which shall survive closing.
- I. Good Faith. Seller agrees to act in good faith to execute any documents reasonably requested by Purchaser for any approvals or consents in Seller's role as an owner of real estate, but this provision shall have no effect on any request for decision, determinations, approvals, consent, governmental reviews, permits, or other governmental actions—whether an exercise of administrative or legislative authority—of any board, commission, committee, or public body of the Seller.
- J. Additional Conditions. Purchaser acknowledges that the easement described in **Exhibit C** granting the Land access to Oak Grove Road may not be acceptable to the Livingston County Road Commission for developmental use. Purchaser further acknowledges that the Land may not comply with Article XXVI of the Howell Township Zoning Ordinance requirements regarding roads, driveways, and related land use developments and may be wholly unbuildable. Purchaser accepts responsibility and costs for obtaining an approval for access to the Land acceptable to the Livingston County Road Commission.

SIGNATURES ON FOLLOWING PAGE

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

SELLER: HOWELL TOWNSHIP

By: Jean Skalam
Its: Clark

PURCHASER:

By:

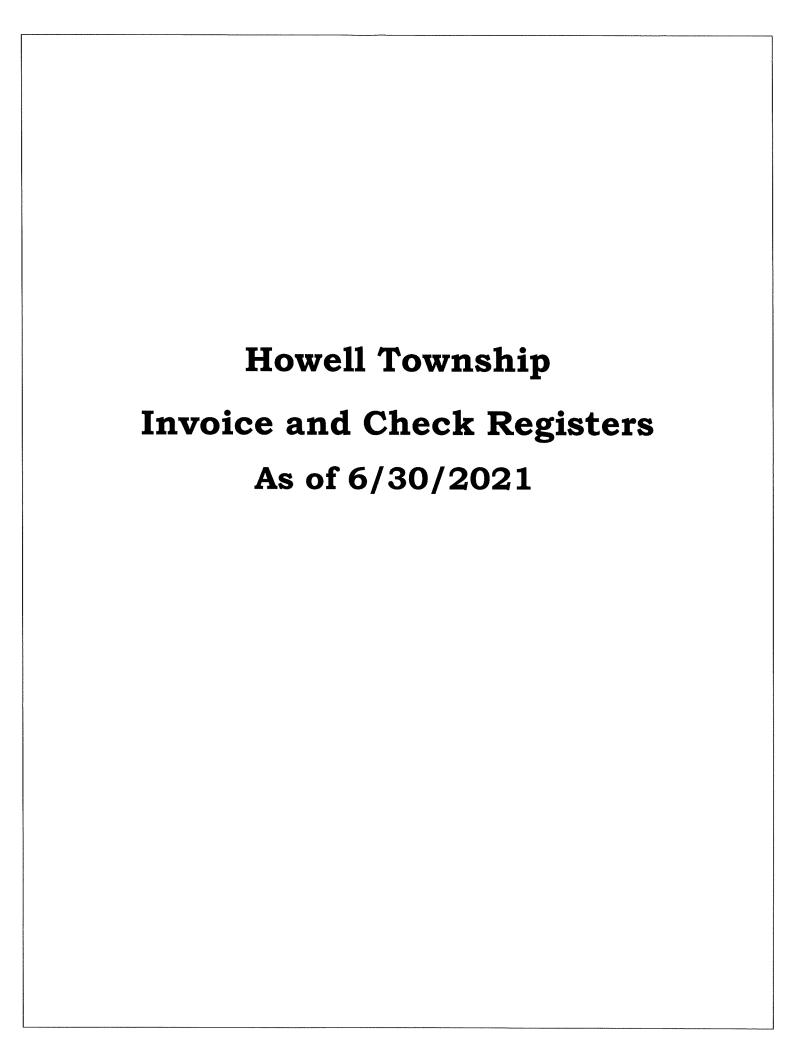
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By:

Linda Dedvukaj

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AGENDA ITEM 11



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			815.00		0004	BSP19-0004	101-000-203.00	
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			13,117.00		001 - P21-006	BP21-0001	701-000-283.00	
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								BP21-0001
05/26/2021			6,080,00	AY EXPENSE	SEWER/WATER CAPITAL OUTLAY		INSTALL FLOW METER 592-000-972.00	
A	Paid	0.00	6,080.00	06/14/2021	05/14/2021		UIS SCADA	530363625 19924
Post Date					Entered By		Description GL Distribution	Inv Ref#
Jrnlized	Status	Amt Due	Inv Amt	Due Date	Inv Date		Twp Vendor	DB: Howell 7
e: 1/6	Page:		TOWNSHIP	FOR HOWELL	INVOICE REGISTER REPORT	INVI	/2021 10:44 AM BRENT KILPELA	07/01/2021 10:44 AM User: BRENT KILPELA

6/01/2021 19945 DOG 701-	206826 19944 SPI BD 101	204922473497 19943 CONS 391 592-	203765566361 CON 19942 122 592	517552195605 AT&T 19941 517 592-	517540696305 19940 AT&T 517	517540695205 19939 517 592-	517540694705 19938 AT&T 517 592-	517540124105 19937 AT&T 517 592-	517546516005 19936 517 592-	5/17/2021 19935 DTE 271 592-	07/01/2021 10:44 AM User: BRENT KILPELA DB: Howell Twp Inv Num Vendo Inv Ref# Desci
LIVINGSTON COUNTY TREASURER DOG LICENSES 701-000-238.00	SPICER GROUP BD Bond Refund 101-000-203.00	CONSUMERS ENERGY 391 BURKHART MAY 2021 592-442-922.00	CONSUMERS ENERGY 1222 PACKARD MAY 2021 592-442-922.00	AT&T 517 552-1956 FOR JUNE 592-442-850.00	540-6963 FOR	AT&T 517 540-6952 FOR JUNE 592-442-850.00	540-6947 FOR 442-850.00	540-1241 FOR 442-850.00	546-5160 FOR 442-850.00	ENERGY E HIGHLAND MAY -442-920.00	LPELA Vendor Description GL Distribution
easurer trust	BSF	21 WWTP	21 WWTP	NE 2021 WWTP	JUNE 2021 WWTP	NE 2021 WWTP	JUNE 2021 WWTP	JUNE 2021 WWTP	JUNE 2021 WWTP	2021 WWTP	
06/01/2021 BRENT KILPELA DUE TO COUNTY DOG	06/01/2021 BRENT KILPELA BSP20-0003	05/19/2021 BRENT KILPELA P NATURAL GAS EXPENSE	05/21/2021 BRENT KILPELA P NATURAL GAS EXPENSE	05/13/2021 BRENT KILPELA P TELEPHONE EXPENSE	05/22/2021 BRENT KILPELA P TELEPHONE EXPENSE	05/18/2021 BRENT KILPELA PP ELECTRICITY EXPENSE	INVOICE REGISTER REPORT Inv Date Entered By				
06/01/2021 LICENSE	06/08/2021	06/15/2021	06/15/2021	06/04/2021	06/10/2021	06/10/2021	06/10/2021	06/10/2021	06/10/2021	06/08/2021	FOR HOWELL
55.50 55.50	3,945.25 3,945.25	21.69	248.30 248.30	68.63	223.10	202.75	80.64	111.49	85.23 85.23	36.99 36.99	TOWNSHIP Inv Amt
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59241 19956 FAHEY SCHULTZ BURZYC GENERAL 101-268-801.01	4085954789 CINTAS CORPORATION # 19955 BLUE MATS 101-265-775.00	3313562055 PITNEY BOWES GLOBAL QUARTERLY RENTAL 3/ 101-265-930.01	200372834476 19953 DTE ENERGY STREETLIGHTS 101-268-920.00	111927 AMISTEE AIR DUCT CLEANI 19952 TWP HALL DUCT CLEANING 101-265-931.00	06/03/2021 19951 CISLO TITLE AGENCY OVERPAYMENT REFUND 592-000-049.07	5/19/2021 19950 AT&T WWTP JUNE 2021 592-442-850.00	206613053443 19949 CONSUMERS ENERGY 2571 OAK GROVE MAY 592-442-922.00	5/22/2021 19948 COMCAST JUNE 2021 101-265-850.00	203142635493 19947 CONSUMERS ENERGY JUNE 2021 101-265-922.00	6/1/2021 19946 LIVINGSTON COUNTY TO MOBILE HOME FEES 701-000-239.00	07/01/2021 10:44 AM User: BRENT KILPELA DB: Howell Twp Inv Num Vendor Inv Ref# Description GL Distribution
BURZYCH RHODES PLC 06/03/2021 BRENT KILPELA TWP AT LARGE LEGAL EXPENSE	#725 06/02/2021 BRENT KILPELA TWP HALL OFFICE CLEANING	AL FINANCIAL SERV. 05/27/2021 3/30/21-6/29/21 BRENT KILPELA TWP HALL OFFICE EQUIPMENT	06/01/2021 BRENT KILPELA TWP AT LARGE STREETLIGHT	NG 06/07/2021 BRENT KILPEL TWP HALL GROUNDS CARE	06/03/2021 BRENT KILPELA SPEC ASSESS RECEIV-SEWER	05/19/2021 BRENT KILPELA WWTP TELEPHONE EXPENSE	05/21/2021 2021 BRENT KILPELA WWTP NATURAL GAS EXPENSE	05/22/2021 BRENT KILPELA TWP HALL TELEPHONE EXPENSE	05/22/2021 BRENT KILPELA TWP HALL NATURAL GAS EXPI	TREASURER 06/01/2021 06/ BRENT KILPELA TRUST MOBILE HOME TAX PAYABLE	INVOICE REGISTER REPORT Inv Date Entered By
07/03/2021 3E	06/12/2021 EXPENSE	06/29/2021 F & REPAIR	07/12/2021 EXPENSE	06/14/2021 A EXPENSE	06/15/2021 7	06/09/2021	06/16/2021	06/12/2021 SE	06/16/2021 LA EXPENSE	06/01/2021 YABLE	RT FOR HOWELL TOWNSHIP
3,260.50	71.24 71.24	384.57 384.57	461.17 461.17	2,150.00 2,150.00	38.22	228.47 228.47	101.54	391.50 391.50	108.45 108.45	765.00 765.00	SHIP Inv Amt
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Amt Due
Paid	Paid	Paid	Paid	Paid	Paid	Paid	Paid	Paid	Paid	Paid	Page: Status
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6/4/2021 DTE ENERGY 19967 DTE ENERGY 391 N BURKHART JUNE 2021 BRENT KILPELA 592-442-920.00 WWTP ELECTRICITY EXPENSE	6/4/2021 DTE ENERGY 19966 1009 N BURKHART JUNE 2021 SRENT KILPELA 592-442-920.00 WWTP ELECTRICITY EXPENSE	40096 ALEXANDER CHEMICAL CORPORATION 06/01/2021 19965 SODA ASH 592-442-729.00 WWTP CHEMICALS EXPENSE	6/15/2021 19964 ECONO PRINT 19964 2021 SUMMER TAX BILLS POSTAGE BRENT KILPELA 101-000-123.00 GEN FUND PREPAID EXPENS	4385D 19963 SHARPE'S OUTDOOR SERVICES 06/10/2021 MAY LAWN MAINTENANCE BRENT KILPELA 101-265-931.00 TWP HALL GROUNDS CARE E	5023 TRUE VALUE HARDWARE 06/04/2021 19962 HAND SANITIZER BRENT KILPELA 592-442-956.00 WWTP MISCELLANEOUS EXPE	6135360 U. S. BANK 19961 U. S. BANK SRENT FEE 592-854-992.03 SWR 11 PAYING AGENT FEE	2804 19960 BIOTECH AGRONOMICS, INC 06/01/2021 ANNUAL TESTING BRENT KILPELA 592-442-969.01 WWTP BIOSOLIDS REMOVAL	06/03/2021 DTE ENERGY 19959 2571 OAKGROVE JUNE 2021 592-442-920.00 WWTP ELECTRICITY EXPENSE	59243 FAHEY SCHULTZ BURZYCH RHODES PLC 06/03/2021 19958 ZONING 101-268-801.01 TWP AT LARGE LEGAL EXPENSE	59242 19957 FAHEY SCHULTZ BURZYCH RHODES PLC 06/03/2021 RAINBOW BRENT KILPELA 101-268-801.01 TWP AT LARGE LEGAL EXPENSE	DB: Howell Twp Inv Num Vendor Inv Ref# Description GL Distribution
06/28/2021 ELA ENSE	06/28/2021 PELA PENSE	07/01/2021 ELA NSE	06/17/2021 ILPELA EXPENSES	06/30/2021 ELA RE EXPENSE	06/15/2021 PELA EXPENSE	06/25/2021 ELA FEE EXP	06/30/2021 ELA /AL EXPENSE	06/25/2021 ELA PENSE	07/03/2021 ELA EXPENSE	07/03/2021 ELA EXPENSE	Due Date
142.00 142.00	116.87	1,715.00	1,616.45 1,616.45	93.60	39.99	300.00	914.00 914.00	331.96	133.00	1,320.50	Inv Amt
0.00 E	0.00 I	0.00 I	0.00 I	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Amt Due S
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Y 06/16/2021	Y 06/16/2021	Y 06/16/2021	Y 06/15/2021	Y 06/10/2021	Y 06/10/2021	Y 06/10/2021	Y 06/10/2021	Y 06/10/2021	Y 06/10/2021	Y 06/10/2021	Jrnlized Post Date

REGISTER REPORT FOR HOWELL TOWNSHIP

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DB: Howell Twp	User: BRENT KILPELA	07/01/2021 10:44 AM
		INVOICE RI

51744000 19977 TETRA : BD Bon 101-00	64386 19976 INFRAMARK, JUNE MAINT 592-442-80	6/8/2021 19975 TREASU 101-25 101-26 101-26	6/2/2021 19974 JEAN GRAHAM CLERK EXPEN 101-265-727	0003917112 19973 LIVING MAY PU 101-41 101-10	21563526 19972 GUARDI ALARM 101-00	62709 19971 MICRO . UTILIT 101-26	3248 19970 COMPLETE CEMETERY 101-276-	06107 19969 FIRE P FIRE E 101-26	INV-9028 19968 UTS AC PHONE 101-26	DB: Howell Twp Inv Num Vendor Inv Ref# Descri GL Dis
TETRA TECH INC BD Bond Refund 101-000-203.00	INFRAMARK, LLC JUNE MAINTENANCE 592-442-801.00	JONATHAN HOHENSTEIN TREASURER MILEAGE & EXPENSES 101-253-860.00 TV 101-265-727.01 TV	JEAN GRAHAM CLERK EXPENSES 101-265-727.00	LIVINGSTON DAILY PRESS & ARMAY PUBLICATIONS 101-412-900.00 101-101-900.00	GUARDIAN ALARM ALARM MONITORING 7/1 - 12/ 101-000-123.00	MICRO WORKS COMPUTING, INC UTILITY BILLING SERVICE 101-265-728.01	OUTDOOR SERVICES, MAINT (2 OF 8) 931.00	FIRE PROTECTION PLUS, INC FIRE EXTINQUISHER INSPECTION 101-265-801.00	UTS ACCOUNTING DEPT PHONE SYSTEM SERVICE 101-265-728.01	Vendor Description GL Distribution
0 BSP18-0011	WWTP CONT	REASURER NP HALL	TWP HALL	ARGUS BOARD OF I	12/31/21 GEN FUND	TWP HALL	INC. GROUNDS C	WP HALL	TWP HALL	
06/17/2021 BRENT KILPELA 1	06/11/2021 BRENT KILPELA CONTRACTED SERVICES	06/08/2021 06 BRENT KILPELA MILEAGE & EXPENSES OFFICE SUPPLIES EXP POSTAGE EXPENSE	06/02/2021 06/30 BRENT KILPELA KITCHEN/BATH SUPPLIES	05/31/2021 BRENT KILPELA APPEALS PRINT PRINT & PUBL	06/01/2021 BRENT KILPELA PREPAID EXPENSES	06/10/2021 0 BRENT KILPELA IT SUPPORT EXPENSE	06/08/2021 BRENT KILPELA CARE & MAINT.	06/10/2021 07 BRENT KILPELA GROUNDS CONTRACTED	06/09/2021 0 BRENT KILPELA IT SUPPORT EXPENSE	Inv Date Entered By
06/24/2021	07/11/2021 EXPENSE	06/30/2021 NSES EXPENSE	06/30/2021 PPLIES EXPENSE	06/20/2021 & PUBL EXPENSE EXPENSE	07/01/2021	06/30/2021 NSE	06/23/2021	07/10/2021 TED SVCS EXP	07/09/2021 NSE	Due Date
1,324.00 1,324.00	28,685.68	367.23 65.07 291.45 10.71	349.27 349.27	340.00 180.00 160.00	793.92 793.92	75.00 75.00	546.75 546.75	98.00 98.00	145.00	Inv Amt
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Amt Due
Paid	Paid	Paid	Paid	Paid	Paid	Paid	Paid	Paid	Paid	Status
Y 06/17/2021	Y 06/17/2021	Y 06/16/2021	Y 06/16/2021	Y 06/16/2021	Y 06/16/2021	Y 06/16/2021	Y 06/16/2021	Y 06/16/2021	Y 06/16/2021	Jrnlized Post Date

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DB: Howell Twp Inv Num Vendo Inv Ref# Desci	Vendor Description GL Distribution			Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
<pre># of Invoices: # of Credit Memos:</pre>	54 s: 0	# Due: # Due:	00	Totals: Totals:		80,079.34	0.00		
Net of Invoices	and Credit Memos:	₩ ••			ļ	(Morros - 1.7)	0.00		
TOTALS BY FUN	BY FUND	יואד.				360 30 360 30	•		
592	2 - SWR/WTR					39,772.55	0.00		
70	701 - TRUST & AC	AGENCY				13,937.50	0.00		
000 OCTALS BY DEF	000 - OTHER	Ì				35,535.99	0.00		
101	- TOWNSHIP	BOARD				160.00	0.00		
25.3 25.3	3 - TREASURER 5 - TOWNSHIP HALL	AT.T.				65.07 4.530.17	0.00		
268	ı	AT LARGE				5,175.17	0.00		
276	6 - CEMETERY					546.75	0.00		
402	2 - ZONING ADMINISTRATION	1INISTRATI	ON			231.86	0.00		
412	2 - BOARD OF APPEALS	APPEALS				180.00	0.00		
442	2 - WWTP					33,354.33	0.00		
854									

07/01/2021 10:42 AM

CHECK REGISTER FOR HOWELL TOWNSHIP

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User: BRENT KILPELA
DB: Howell Twp

CHECK DATE FROM 06/01/2021 - 06/30/2021

Check Date	Bank	Check	Vendor Name	Amount
Bank GEN GEN	ERAL FUND	CHECKING		
06/01/2021 06/01/2021 06/01/2021 06/01/2021 06/01/2021 06/01/2021 06/01/2021 06/01/2021 06/01/2021 06/01/2021 06/01/2021 06/17/2021	GEN	101001709(E) 101001710(E) 17792 17793 17794 17795 17796 17797 17798 17799 17800 17801 17802 17803 17804 17805 17806 17807 17808 17809 17810 17811 17812 17813 17814	COMCAST CONSUMERS ENERGY JULIUS DAUS III LIV CO MUNIC CLERKS ASSOC LIVINGSTON COUNTY TREASURER'S ASSOC MICHIGAN TWP ASSOC MUTUAL OF OMAHA INSURANCE COMPANY NETWORK SERVICES GROUP, LLC PERFECT MAINTENANCE SPICER GROUP AMISTEE AIR DUCT CLEANING CINTAS CORPORATION #725 COMPLETE OUTDOOR SERVICES, INC. ECONO PRINT FAHEY SCHULTZ BURZYCH RHODES PLC FIRE PROTECTION PLUS, INC JEAN GRAHAM GUARDIAN ALARM JONATHAN HOHENSTEIN LIVINGSTON DAILY PRESS & ARGUS MICRO WORKS COMPUTING, INC PITNEY BOWES GLOBAL FINANCIAL SERV. SHARPE'S OUTDOOR SERVICES TETRA TECH INC UTS ACCOUNTING DEPT DTE ENERGY	391.50 108.45 231.86 20.00 10.00 6,229.65 186.38 400.00 175.00 5,086.25 2,150.00 71.24 546.75 1,616.45 4,714.00 98.00 349.27 793.92 367.23 340.00 75.00 384.57 93.60 1,324.00 145.00
GEN TOTALS:	GEN	1/815	DTE ENERGY	461.17
Total of 26 Che				26,369.29 0.00
Total of 26 Dis	sbursements:		-	26,369.29
Bank T&A TRU	ST & AGEN	CY CHECKING		
06/01/2021 06/01/2021 06/01/2021	T&A T&A T&A	3489 3490 3491	CROWLEY MICHAEL J LIVINGSTON COUNTY TREASURER LIVINGSTON COUNTY TREASURER	13,117.00 55.50 765.00
T&A TOTALS:				
Total of 3 Chec Less 0 Void Che				13,937.50 0.00
Total of 3 Disk	oursements:		-	13,937.50
Bank UTYCK U	TILITY CH	ECKING		
06/01/2021 06/01/2021 06/01/2021 06/01/2021 06/01/2021 06/01/2021 06/01/2021 06/01/2021 06/01/2021 06/01/2021 06/01/2021 06/01/2021 06/17/2021 06/17/2021 06/17/2021 06/17/2021 06/17/2021 06/17/2021 06/17/2021 06/17/2021 06/17/2021 06/17/2021 06/17/2021 06/17/2021 06/17/2021	UTYCK	2771 590003376(E) 590003377(E) 590003378(E) 590003380(E) 590003381(E) 590003382(E) 590003383(E) 590003385(E) 590003386(E) 2772 2773 2774 2775 2776 2777 590003387(E) 590003388(E) 590003388(E) 590003388(E)	UIS SCADA AT&T AT&T AT&T AT&T AT&T AT&T AT&T A	6,080.00 85.23 111.49 80.64 202.75 223.10 68.63 228.47 248.30 21.69 101.54 36.99 1,715.00 914.00 28,685.68 38.22 39.99 300.00 331.96 116.87 142.00
UTYCK TOTALS				
Total of 21 Che Less 0 Void Che				39,772.55 0.00
Total of 21 Dis	sbursements:		-	39,772.55

07/01/2021 10:42 AM User: BRENT KILPELA

CHECK REGISTER FOR HOWELL TOWNSHIP CHECK DATE FROM 06/01/2021 - 06/30/2021

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Check Date

Bank

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Vendor Name

Amount

REPORT TOTALS:

DB: Howell Twp

Total of 50 Checks: Less 0 Void Checks:

80,079.34 0.00

Total of 50 Disbursements:

80,079.34

CAgrees with Invoice Resister BK