

HOWELL TOWNSHIP BOARD MEETING

3525 Byron Road

Howell, MI. 48855

April 11, 2022

6:30 pm

1. Call to Order:
2. Roll Call: Mike Coddington () Jeff Smith ()
 Jean Graham () Harold Melton ()
 Jonathan Hohenstein () Mike Newstead ()
 Matthew Counts ()
3. Pledge of Allegiance:
4. Call to the Board:
5. Approval of the Minutes:
A. Regular Board Meeting March 21, 2022
6. Correspondence:
7. Call to the Public:
8. Unfinished Business:
9. New Business:
A. Road Millage Renewal Resolution 04.2.505
B. Pension Resolution 04.22.503
C. Special Use Permit – Out of Site Storage
D. Utility Service Agreement - MHOG
10. Reports:
A. Supervisor B. Treasurer C. Clerk D. Zoning
E. Assessing F. Fire Authority G. MHOG H. Planning Commission
I. Z B A J. WWTP K. HAPRA L. Property Committee
- 11 Call to the Public:
12. Disbursements:
 Regular and Check Register
13. Adjournment:

AGENDA ITEM

5A

**HOWELL TOWNSHIP REGULAR BOARD
MEETING MINUTES**

3525 Byron Road Howell, MI 48855
March 28, 2022
6:30 P.M.

MEMBERS PRESENT:

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

MEMBERS ABSENT:

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

All rose for the Pledge of Allegiance.

APPROVAL OF THE AGENDA:

March 21, 2022

MOTION by Hohenstein seconded by Newstead, **"TO APPROVE THE MARCH 21, 2022 AGENDA AS AMENDED. ADD 5B FEBRUARY 28, 2022 SPECIAL BOARD MEETING MINUTES AND 9E FORMS."**

Discussion followed. Motion carried.

APPROVAL OF BOARD MEETING MINUTES:

February 14, 2022

A) REGULAR BOARD MEETING MINUTES

MOTION by Hohenstein, seconded by Counts, **"TO APPROVE THE FEBRUARY 14, 2022 REGULAR MEETING MINUTES AS PRESENTED."** Discussion followed. Motion carried.

February 28, 2022

B) SPECIAL BOARD MEETING MINUTES

MOTION by Hohenstein, seconded by Smith, **"TO APPROVE THE FEBRUARY 28, 2022 SPECIAL MEETING MINUTES AS PRESENTED."** Discussion followed. Motion carried.

CORRESPONDENCE:

No additions. No questions.

CALL TO THE PUBLIC:

No Response.

UNFINISHED BUSINESS:

A. OAK GROVE PATHWAY FINAL EASEMENT COST ESTIMATE

Martha Haglund created and submitted a report calculating the cost for easements needed for an Oak Grove Pathway. Discussion followed.

NEW BUSINESS:

A. OAKDALE SUBDIVISION DRAINAGE ISSUE-HOMEOWNER CONCERN.

Treasurer Hohenstein will contact the Livingston County Road Commission and Livingston County Drain Office to see what can be done to correct the issue and what funding is available to complete the project.

B. 2022 LIVINGSTON COUNTY ROAD COMMISSION GRAVEL ROAD PROJECTS

- Howell Township Board has approved the following 2022 Road Projects.
 - Burkhart Road-A joint project with the Livingston County Road Commission for an asphalt overlay from Grand River Avenue to Crandall Road. The estimated project cost is \$630,000 with the Township contributing \$272,000.00.
 - The following are gravel or limestone roads that will have work done to them including new stone and limited drainage work to be completed by the Livingston County Road Commission but paid for entirely by Township Road funds.
 - Armond Road (Byron to Henderson)-Limestone refurbishing and limited drainage for \$61,000.00.
 - Barron Road (Byron to Oak Grove)-Limestone refurbishing and limited drainage for \$85,000.00.
 - Allen Road (Oak Grove to Fisher)-Gravel resurfacing and limited drainage for \$102,000.00.
 - Crandall Road (Marr to Burkhart)-Gravel resurfacing and limited drainage for \$117,000.00.

MOTION by Graham, seconded by Newstead **"TO ACCEPT THE FOUR POTENTIAL 2022 GRAVEL ROAD PROJECTS AS PRESENTED"** Discussion followed. Motion carried.

C. CHLORIDE SOLUTIONS RATE QUOTE

Treasurer Hohenstein presented to the Board a quote from Chloride Solutions, LLC. for dust control.

MOTION by Counts, seconded by Hohenstein **"TO APPROVE CHLORIDE SOLUTIONS QUOTE AS PRESENTED."** Discussion followed. Motion carried.

D. PUMP STATION ENGINEERING STANDARDS

Treasurer Hohenstein reviewed a report from Spicer Group regarding Township engineering standards for private pump stations vs. public pump stations within the Township. **MOTION** by Hohenstein, seconded by Melton, **"TO ACCEPT WORK DIRECTIVE CHANGE TO THE HOWELL TOWNSHIP ENGINEERING PUMP STATION STANDARDS NOT TO EXCEED \$5,000.00"**. Discussion followed. Motion carried.

E. REPORTS

Trustee Counts would like the Township to start using electronic signatures and fillable forms. Discussion followed. Treasurer Hohenstein will look into fillable forms and take credit card payments over the phone.

REPORTS:

A. SUPERVISOR:

Supervisor Coddington stated he has been working with Treasurer Hohenstein on ARPA information.

B. TREASURER:

- LIVINGSTON COUNTY TREASURER DEPARTMENT
Treasurer Hohenstein stated that Howell Township has completed the settlement process with the Livingston County Treasurers' Office. He noted that Deputy Treasurer Carol Makushik always does a great job especially with the settlement.
- DEER CONTROL-Munsell Farms, Tooley Road Township Property

A discussion was held regarding Mr. Munsell's request to hunt on the Township owned property that he is currently leasing and farms.

F. CLERK:

- **HANDY FENCE AND DECK**
MOTION by Graham, seconded by Smith, **"TO APPROVE \$1,500.00-\$2,000.00 FOR ADDITIONAL FENCE WORK ON THE NORTH SIDE OF M-59 ON THE TOWNSHIP'S PATHWAY"**. Discussion followed. Motion carried.
- **PIONEER CEMETERY**
Clerk Graham informed the Board that possible solutions to the water issues at the cemetery are currently being investigated and will report back to the Board when more information is received.

D. ZONING:

(See Zoning Administrator Daus's prepared written report)

E. ASSESSING:

(See Assessor Kilpela's prepared written report)

F. FIRE AUTHORITY:

Supervisor Coddington gave the following update:

- Howell Fire Authority will be asking for an 8 year 2 mill millage.
- Possible living quarters at the main fire station and Station 22 (Oceola Twp).
- A new ladder truck will need to be purchased next year as the current truck is 28 years old.

G. MHOG:

Trustee Counts gave the following update:

- The financial audit was completed.
- Transmission line project.

H. PLANNING COMMISSION:

Trustee Counts stated that there was no February 2022 Planning Commission Meeting and that a Planning Commission Meeting was scheduled for March 22, 2022, to discuss a storage facility.

I. ZONING BOARD OF APPEALS (ZBA):

Trustee Smith stated that one application was approved.

J. WWTP:

Treasurer Hohenstein updated the Board on the February 22, 2022 and March 17, 2022 Wastewater Treatment Plant Meetings. The Monthly Operation Report for January and February 2022 was reviewed from Inframark.

K. HAPRA

Clerk Graham gave the Board a review of the February 16, 2022 Howell Parks and Recreation Meeting along with upcoming events.

L. Property Committee

No updates at this time.

CALL TO THE PUBLIC:

No response.

DISBURSEMENTS: REGULAR AND CHECK REGISTER:

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

ADJOURNMENT: MOTION by Newstead, seconded by Hohenstein, **"TO ADJOURN."** Motion carried. The meeting adjourned (8:10 pm).

As Presented: _____ X _____

As Amended: _____

As Corrected: _____

Dated: _____ April 11, 2022 _____

Howell Township Clerk
Jean Graham

Mike Coddington
Howell Township Supervisor

Teresa Murrish, Recording Secretary

PROPOSED

AGENDA ITEM

9A

HOWELL TOWNSHIP
ROAD MILLAGE RENEWAL RESOLUTION
04.22.505

At a regular meeting of the Board of the Township of Howell, Livingston County, Michigan, held at the Township Hall, 3525 Byron Road in said Township on the 11th day of April, 2022, at 6:30 p.m.

PRESENT:

ABSENT:

The following Resolution was offered by _____ and seconded by _____.

WHEREAS, the Township of Howell (“Township”) was previously authorized to increase the 15-mill tax limitation imposed under Article IX, Section 6 on ad valorem taxes within the Township by 1.0 mill to provide funds for road maintenance and improvement and that millage expires December 31, 2026; and

WHEREAS, the Township is authorized to ask voters to renew the previously authorized millage over the 15-mill tax limitation pursuant to Article IX, Section 6 of the Michigan Constitution; and

WHEREAS, the Township desires to present to the electors of the Township a proposal to request a renewal of the .9019 mill millage rate that expires in 2026; and

WHEREAS, the Township has determined that the requested millage renewal for the road maintenance and improvement is in the best interests of the public health, safety and welfare of the Township residents.

THEREFORE, be it resolved by the Board of the Township of Howell, Livingston County, Michigan, as follows:

1. The Township Board resolves to present to the electors of Howell Township at the August 2, 2022 election a proposed increase in the amount of ad valorem taxes as described in the ballot language attached as Exhibit A.

2. The Township Clerk is authorized and directed to promptly submit this resolution along with the above ballot language to the County Clerk so that the millage proposition may be included on the August 2, 2022 election ballot.

3. Any resolution or portion of any resolution that is inconsistent with this Resolution is repealed.

ADOPTED:

YEAS:

NAYS:

STATE OF MICHIGAN)
)
COUNTY OF LIVINGSTON)

I, the undersigned, the duly qualified and acting Township Clerk of the Township of Howell, Livingston County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board at a regular meeting held on the 11th day of April, 2022

Carolyn Eaton, Township Clerk

Exhibit A

**HOWELL TOWNSHIP
ROAD MILLAGE RENEWAL PROPOSAL**

To renew .9019 mill (\$.9019 per \$1,000 of taxable value) (the previously authorized 1.0 mill levy reduced by the required millage rollback) for the improvement and maintenance of public roads in Howell Township for a period of four years beginning January 1, 2023 and ending December 31, 2026.

Shall the previous limitation on the total amount of taxes that may be assessed against all property in the Township of Howell, County of Livingston, State of Michigan, as provided by Section 6, Article 9, of the Constitution of the State of Michigan, in the amount of 1 mill (\$1 per \$1,000 per taxable valuation) for a renewal period of four (4) years, commencing January 1, 2023 through December 31, 2026; the proceeds of the levy thereof to be used for the funding of the improvement and maintenance of public roads in the Township of Howell, Livingston County, State of Michigan, which renewal will raise in the first year of such levy an estimated \$398,000?

Yes _____
No _____

RECEIVED

Michigan Department of Treasury
614 (Rev. 02-22)

ORIGINAL TO: County Clerk(s) **L-4029**
COPY TO: Equalization Department(s)
COPY TO: Each township or city clerk

2022 Tax Rate Request (This form must be completed and submitted on or before September 30, 2022)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory. Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes
Livingston County

2022 Taxable Value of Properties in the County
444,848,459

Local Government Unit Requesting Millage Levy

Howell Township

For LOCAL School Districts: 2022 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2022 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5)** 2021 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2022 Current Year "Headlee" Millage Reduction Fraction	(7) 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Alloc	Oper		1.3000	.8544	.9913	.8469	1.0000	.8469		.8469	
ExVote	Roads	8/2018	.9496	.9099	.9913	.9019	1.0000	.9019		.9019	2022

Prepared by **Brent J. Kilpela** Telephone Number **(517) 546-2817** Title of Preparer **Assessor** Date **04/06/2022**

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input checked="" type="checkbox"/> Clerk	Signature <i>Jean Graham</i>	Print Name Jean Graham	Date 04/06/2022
<input type="checkbox"/> Secretary	Signature	Print Name	Date
<input checked="" type="checkbox"/> Chairperson	Signature <i>Mike Coddington</i>	Print Name Mike Coddington	Date 04/06/2022
<input type="checkbox"/> President	Signature	Print Name	Date

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY) For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal For Commercial Personal For all Other

** IMPORTANT: See instructions on page 2 regarding where to find the millage rate used in column (5).

AGENDA ITEM

9B

Resolution 04.22.503

HOWELL TOWNSHIP
FORMAL RECORD OF ACTION

The following is a formal record of action taken by the governing body of Howell Township (the "Company").

With respect to the adoption of the Howell Township 457 (b) Plan (the "Plan"), the following resolutions are hereby adopted:

RESOLVED: That the Plan be adopted in the form attached hereto, which Plan is hereby adopted and approved;

RESOLVED FURTHER: That the appropriate officers of the Company be, and they hereby are, authorized and directed to execute the Plan on behalf of the Company;

RESOLVED FURTHER: That _____ is hereby retained as the Trustee of the Plan; and

RESOLVED FURTHER: That the officers of the Company be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports, documents or other information as may be required under applicable law.

Dated this _____ day of _____, 2022.

AGENDA ITEM

9C

HOWELL TOWNSHIP
APPLICATION FOR SPECIAL USE PERMIT

Fee: \$750.00 File No. PC2022-03 Parcel ID# 4706-062-810-0052 ^{28 100 070}

1. Applicant Out of Site Storage

Print name: Jeremi Kratt

2. Date of Application 2.28.22

3. Address 300 S. ORTONVILLE RD ORTONVILLE MI 48462

4. Telephone Number 248.941.3095

5. Applicant is the:

- a. Owner X
- b. Lessee _____
- c. Land contract vendee _____
- d. Other _____

6. Legal Description SEE SITE PLAN
(Attach copy if necessary)

7. Current Zoning Classification INDUSTRIAL FLEX

8. Attach completed Application for Land Use Permit. SEE SITE PLAN

9. Complete and attach hereto an Application for Site Plan Review. SEE SITE PLAN

10. Use for which permit is requested. OUTDOOR RV, BOAT, MOTORHOME, TRAILER + OTHER SIMILAR ITEMS

11. Designate Ordinance section number authorizing special use requested. 12.03 SECTION F IN ACCORDANCE WITH ARTICLE XVI

12. Attach supporting material, exhibits and information that will support a finding of the following criteria: (Section 16.06) SEE SITE PLAN

a. Use will be harmonious with and in accordance with the general objectives,
intent and purposes of this Ordinance. WE WILL NOT ALLOW BLIGHT OR
INTENT & PURPOSES ALIGN WITH THE TOWNSHIPS Page2

b. The use will be designed, constructed, operated, maintained and managed so as to be
harmonious and appropriate in appearance with the existing or the intended
character of the general vicinity. IT WILL LOOK AS GOOD OR BETTER THAN OUR
CURRENT FACILITY. WE WILL ALSO BE HIRING LOCALS TO MAINTAIN BOTH PROPERTIES HERE.

c. The use will be served adequately by essential public facilities, such as highways, police and
fire protection, drainage, refuse disposal. YES WE WILL HAVE PROPER DRAINAGE AS
WE ARE WORKING WITH LCOC NOW, WE WILL HAVE PROPER TRASH RECEPTACLES AND PROPER FIRE
PROTECTION PER LOCAL CODES & FIRE DEPARTMENT WITH KNOX BOX FOR EASY ACCESS FOR AUTHORITIES

d. That the use will not be hazardous or disturbing to existing or future
neighboring uses. WILL BE VERY WELL SECURED WITH FENCE + CAMERAS

e. That the use will not create excessive additional requirements of public costs
for public facilities, utilities and services. NO EXTRA COSTS - WILL HELP KEEP
PEOPLE FROM PARKING IN YARD AS HOWELL IS UNDERSERVED

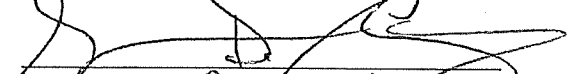
f. That this use will not have substantial adverse impact upon the natural resources and
environment of the lot or parcel upon which it is to be located and adjacent areas,
including, but not limited to prime agricultural areas, forest and woodlot areas, lakes,
rivers, streams, watersheds, water recharge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

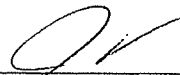
NO IMPACT

I hereby depose and say that all the above statements and information contained in this Application and
any attachments submitted herewith are true and accurate.

Subscribed to and sworn to before me

this 28th day of February 2022


Notary Public - Samantha D. Schubring
Oakland County, MI


Name of Owner/Applicant

Jeremy Kraft
Print name

My Commission Expires: Jan. 31, 2029



Carlisle | Wortman
ASSOCIATES, INC.

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

TO: Howell Township Planning Commission

FROM: Paul Montagno, AICP
Mike Auerbach

RE: Out of Sight Storage II - Final Site Plan/Special Land Use Review Addendum

DATE: April 1, 2022

In response to our February 17, 2021 review, the applicant has submitted a response letter, dated March 16, 2022 and a revised site plan, dated March 15, 2022. Our comments in response to the additional information that the applicant has provided are below.

PROJECT AND SITE DESCRIPTION

The March 15, 2022 site plan proposes significant modifications to the site layout. The access drive and office building have been shifted to the east side of the property's frontage. In addition, six of the eight storage buildings are now proposed with an east/west orientation instead of a north/south orientation, perpendicular to Hydraulic Drive. The proposed detention basin and sedimentation basin have also been redesigned.

At the March 22, 2022 Planning Commission meeting, the Commission reviewed the revised site plan. The Commission recommended that the applicant provide additional landscape plantings along the site's frontage, and that the proposed dumpster location area should be identified on the site plan. The applicant agreed to making the drive aisles between the gravel recreational vehicle storage parking spaces a paved surface, but the spaces are proposed to have a gravel surface.

Items to be Addressed: None.

AREA, WIDTH, HEIGHT, SETBACKS

The applicant has revised the required and provided dimensions and setbacks shown on Sheet C-1.0, which are summarized in Table 1.

The revised layout meets the applicable setback requirements. However, minor corrections are still needed. The minimum required lot area is 40,000 for parcels served by public utilities. Two (2) acres are listed in the site plan. The maximum height is 70 feet, and fifty (50) feet are listed in

the site plan. While not applicable, the 50-foot required rear yard setback for properties abutting AR, SRF, MFR zoning districts is not an IF – Industrial Flex Zone District requirement.

Table 1. Density, Placement, and Height Regulations

	Required	Provided
Lot Area	40,000 Square feet	10 Acres
Lot Width	120 Feet	575 Feet
Front Setback	35 Feet	35 Feet
Side Setback	10 – 25 Feet (10 ft. min with a combine total of 25 ft.)	137 Feet northwest side, 15 Feet east side (buildings) 15 feet northwest and east sides (parking)
Rear Setback	10 Feet	269.8 Feet (buildings) 10 Feet (parking)
Lot Coverage	75 % Max	73.7 %
Building Height	70 Feet Max	15.5 Feet (office)

This is a minor issue, which may be due to the fact that the site was recently rezoned from I - Industrial to IF - Industrial Flex Zone following a petition by the applicant. The standards listed on the site plan appear to be the previous Industrial District requirements.

***Items to be Addressed:** The required and provided dimensions shown in the site plan should be updated to reflect the site’s layout plan and applicable Township Zoning Ordinance definitions.*

BUILDING LOCATION AND SITE ARRANGEMENT

The applicant’s letter indicates that “all storage buildings will have overhead doors on the sides facing east or south.” While this provides the verification we requested in our initial review, elevation sheets have not been included in the revised plan. The applicant should include the proposed elevation in the current site plan. Please see the Floor Plans and Elevations section for additional comments.

The applicant provided confirmation from EGLE that no regulated wetlands are present on site.

***Items to be Addressed:** The applicant should include the proposed elevation in the current site plan.*

PARKING, LOADING

The revised layout includes 5 spaces, including 1 barrier-free space adjacent to the office building. This layout meets the Zoning Ordinance requirements for off-street parking, and is a significant improvement over the previous proposal.

The revised plan clarifies that the parking and drive aisle surface around the storage buildings will be asphalt. As previously mentioned, the applicant has indicated that the drive aisles between the gravel recreational vehicle storage parking spaces will be pavement, but the RV parking spaces are proposed to have a gravel surface.

Section 18.02(E)(2) of the Zoning Ordinance requires all driveways accessing parking areas and all parking areas to be hard surfaced with asphalt or concrete, and walkways in parking areas shall be edged with curb and gutter. Section 18.02(E)(3) grants the Planning Commission discretion to waive hard surface paving requirements where:

- a. "Driveways, loading or turnaround or storage areas receive only limited use and are not used for employee parking, customer parking, or primary access."
- b. "Gravel surfacing and potential problems arising from dust or scattered gravel will not impact neighboring properties."
- c. "Hard surfacing will significantly increase stormwater runoff and create a potential for flooding and/or soil erosion."

The Planning Commission has agreed to allowing the RV parking spaces to be gravel, but the drive aisles must be paved.

Items to be Addressed: *The applicant must provide paving details for the drive isle between the RV parking spaces.*

SITE ACCESS AND CIRCULATION

As previously mentioned, the access drive has been moved to the east side of the site, and will be 35 feet wide. The driveway island will be centered in the driveway. The island is 4-feet wide, leaving approximately 15 feet of drive aisle on either side. This meets the minimum aisle width requirement listed in Sec. 18.02(C) of the Township's Zoning Ordinance. As previously mentioned, the location of the off-street spaces is an improvement over the previous proposal.

The card readers have been relocated to the drive island and will be accessible from the driver's side of vehicles entering and exiting the site. This location is better suited for site access, and we see no issues with this location.

The applicant has also indicated that they have submitted their plans to the Livingston County Road Commission for review.

CWA Comments: *None.*

LANDSCAPING

The applicant has provided a revised landscape plan, as shown in the following table.

Table 2. Landscaping Requirements

Landscaped Area	Requirement	Factor	Required	Provided
Road Frontages	1 deciduous or evergreen tree per 40 linear feet	526	13	13
	1 ornamental tree per 100 linear feet		5	5
	Min. of 8 shrubs per every 40 linear feet		105	106
Foundations	1 ornamental tree per 35 feet of building frontage	180	5	See Below
	5 shrubs per 35 feet of building frontage		26	
Stormwater Detention/Retention Areas	1 deciduous or evergreen tree per 50 feet of perimeter	950	19	19
	10 shrubs per 50 feet of perimeter		190	190
General Site Requirements	1 deciduous or evergreen tree per 3,000 s.f. of unpaved, un-landscaped area	68,861	23	23

Additional trees and shrubs are provided around the detention ponds. While shrubs are provided in front of the office building, a gap in shrubs remains by the detention ponds.

At the March 22, 2022 Planning Commission meeting, the Planning Commission recommended that additional landscape plantings should be provided along the site’s frontage to meet the road frontage screening requirement.

Items to be Addressed: *Additional landscape plantings should be provided along the site’s frontage.*

LIGHTING

In response to the City Engineer’s comments, the applicant’s letter indicates that a lighting plan has been included in the plan set. In response to our comments, the applicant’s letter indicates that a lighting plan will be provided during construction review. We are unable to locate a lighting plan in the provided plan set.

Lighting plans are required for preliminary site plans, and are required for the Township to evaluate special land use proposals.

Items to be Addressed: *The applicant must provide light fixture details and a photometric plan that demonstrates compliance with Section 14.22.*

SIGNS

No changes have been proposed since our initial review.

Items to be Addressed: *None.*

FLOOR PLAN AND ELEVATIONS

Floor plan and elevation sheets have not been included in the revised plan. The applicant should confirm that the previous elevation sheets were meant to be included or not.

Items to be Addressed: *Provide floor plan and elevation sheets.*

TRASH ENCLOSURE

The applicant has indicated that garbage bins (barrels) will be stored outside of the office building. As discussed at the March 22, 2022 Planning Commission meeting, the applicant should identify the location where bins will be stored on the site plan.

Items to be Addressed: *The applicant should identify the location where garbage bins will be stored and provide enclosure details.*

SPECIAL USE

The Planning Commission reviewed the proposed RV storage in terms of the findings from Section 16.06 of the Zoning Ordinance and made a recommendation to the Township Board approve the special land use with conditions.

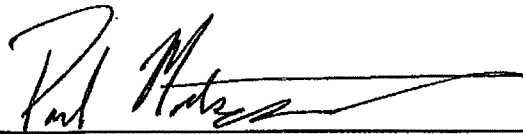
Items to be Addressed: *None.*

RECOMMENDATIONS

We recommend the following items be addressed before the Planning Commission takes action on the combined preliminary/final site plan and special use permit:

1. The required and provided dimensions shown in the site plan should be updated to reflect the site's layout plan and applicable Township Zoning Ordinance definitions.
2. The applicant must provide paving details for the drive isle between the RV parking spaces.

3. Additional landscape plantings should be provided along the site's frontage.
4. The applicant must provide light fixture details and a photometric plan that demonstrates compliance with Section 14.22.
5. Provide floor plan and elevation sheets.
6. The applicant should identify the location where garbage bins will be stored and provide enclosure details.



CARLISLE/WORTMAN ASSOC., INC.
Paul Montagno, AICP
Senior Associate



CARLISLE/WORTMAN ASSOC., INC.
Mike Auerbach
Planner

#308-2200

cc: Joe Daus, Township Zoning Administrator

HOWELL TOWNSHIP PLANNING COMMISSION
UNAPPROVED MINUTES: MARCH 22, 2022, 6:30 P.M.
3525 BYRON RD. HOWELL TOWNSHIP HALL, HOWELL MI 48855 (517-546-2817)

MEMBERS PRESENT:

Martha Haglund Chairwoman
Wayne Williams Vice-Chair
Matthew Counts Board Rep
Peter Manwiller Secretary
Denise Markham Commissioner
Glen Miller Commissioner

MEMBERS ABSENT:

Paul Pominville Commissioner

Also in attendance: Zoning Administrator Joe Daus and Township Planer Paul Montagno.

The meeting was called to order at 6:32 p.m. The roll was called.

APPROVAL OF AGENDA: *MOTION* by Counts, seconded by Miller, **“TO APPROVE THE MARCH 22, 2022 PLANNING COMMISSION AGENDA AS CORRECTED TO REFLEX THAT THERE WAS A ZBA MEETING IN FEBRUARY.”** Motion carried.

APPROVAL OF MINUTES: *MOTION* by Haglund, seconded by Williams, **“TO APPROVE THE JANUARY 25, 2022 PLANNING COMMISSION MINUTES WITH THE 3 SPELLING CORRECTIONS.”** Motion carried.

TOWNSHIP BOARD REPORT: Meeting synopsis where attached, Matt Counts reported that the Board amended its agreement for the fiber optic broadband project with MiSignal to bring fiber optic internet service to areas of the Township that do not have any service at all. The rezoning for Heritage Square was approved by the Board. Also approved to pay off all of the sewer and water bonds early. Spicer Group is working on standards for pump stations. The Board reviewed the feasibility study for the pathway along Oak Grove Road, and is still looking for ways to move the pathway forward.

ZONING BOARD OF APPEALS REPORT: Martha reported that there was one appeal for a pole barn in front of the rear line of the home.

ZONING ADMINISTRATOR REPORT: Monthly Permit list is attached, there were no question.

TOWNSHIP PARKS REPORT: Nothing to report. Vehicle

PUBLIC HEARING: *MOTION* by Haglund, second Manwiller **“TO OPEN THE PUBLIC HEARING FOR A SPECIAL USE PERMIT FOR OUT OF SITE STORAGE, FILE #PC2022-03, PARCEL #4706-28-100-070, HYDRAULIC DRIVE, HOWELL. REQUESTING OUTDOOR STORAGE, RV, BOATS, MOTORHOMES, TRAILERS & OTHER SIMILAR ITEMS.”** Township Planner Paul Montagno reported on the request and viewed his report, then took questions from the P.C. members. The owner gave a short overview of the project. There was one letter received that was read by Chairwoman Haglund. There were no comments from the public. *MOTION* by Manwiller, second by Miller **“TO CLOSE THE PUBLIC HEARING”** Motion carried.

Discussion between the Planning Commission and the petitioner followed. *MOTION* by Manwiller, second by Williams **“TO MAKE A RECOMMENDATION TO THE TOWNSHIP BOARD TO APPROVE THE SPECIAL USE PERMIT FOR OUT OF SITE STORAGE FILE #PC2022-03, PARCEL #4706-28-100-070 WITH THE FOLLOWING CONDITIONS, THAT NO COMMERCIAL VEHICLES OR TRAILERS WILL BE PERMITTED, NO RV MAINTANCE TO BE PERMITTED ON SITE, THE HOURS OF OPERATION 7:00 AM TO 7:00 PM AFTER THAT THE GATES WILL BE LOCKED, AND NO RV WASTE DISSPOSLE WILL BE PERMITTED ON SITE. A FRINDLY AMEDMENT BY WILLIAMS TO INCLUDED NO MAINTANCE ON ANY STORED VHEHCILES.**

Roll was called, Miller – No, Markham – Yes, Manwiller – Yes, Haglund – Yes, Williams – Yes, Counts – No. Motion carried.

NEW BUSINESS: Final Site Plan for Out of Site Storage File # PC-2022-02, Parcel #4706-28-100-070 on Hydraulic Drive, Howell MI. Discussion on the site plan requirements continued among the Planning Commission members and the petitioner. Kevin McDevitt with Monument Engineering answered question on the buildings and door locations, the turning radius for the large trucks and trailers, storm water drainage, and the paving of the drives and the parking areas for the RV's. Motion by Manwiller, second by Markham **"TO APPROVE THE PRELIMINARY SITE PLAN FOR FILE #PC2022-02, PARCEL #4706-28-100-070, WITH THE CONDITIONS TO ADDRESS THE CONCERNS OF THE PLANNERS REPORT, THE ENGINEERS REPORT, AND ALL OUT SIDE AGENCEYS RECOMMENDATIONS. ALSO PROVIDE FOR A DUMBSTER, A LIGHTING PLAN, AND PAVING THE DRIVEWAYS FOR THE RV STORAGE, AND INCLUDE ADDITIONAL LANDSCAPING."** Roll was called, Counts – Yes, Haglund – Yes, Markham – Yes, Miller –Yes, Williams – Yes, Manwiller – Yes. Motion carried.

UNFINISHED BUSINESS: None

OTHER BUSINESS: Mater Plan, Township Planner Paul Montagno presented several map, Non-Motorized Plan, Existing Land Use, and the Future Land Use to review and be prepared to discuss at the next meeting. Discussion followed. In moving forward the commissioners will be looking at the plan to determine if changes or amendments needed.

CALL TO THE PUBLIC: Tim Boal ask if future development could be clustered along the major roads, like M-59 and Grand River. Discussion followed.

ADJOURNMENT: **MOTION** by Manwiller, seconded by Haglund, **"TO ADJOURN."** Motion carried. Meeting adjourned at 9:15 P.M.

Approved: _____

Martha Haglund, Chairman

As Presented: _____

As Amended: _____

Peter Manwiller, Secretary

As Corrected: _____

Dated: _____

Jeff Layer

From: Jeff Layer
Sent: Thursday, March 10, 2022 4:09 PM
To: inspector@howelltowelltownshipmi.org
Subject: Out of Sight Storage

Planning Committee members: This letter is in regards to a request for a Special Use Permit by Out of Sight Storage for their proposed building on Hydraulic Drive. As I stated in my comments during the public response when OOSS first brought their proposal to the Planning Commission I was not against their basic proposal as long as it conforms to the initial parameters for visual and environmental preservation mandated for this park. If allowing OOSS to clear cut all trees and replace those with only a retention pond and a gravel lot then, I am against it 100%. As I have reviewed their site plan I am further disheartened by what I see: chain link fences and a gravel parking lot. This development back in 2001 was supposed to be an industrial park for manufacturing. It was designed to bring jobs into Livingston County and to increase the tax base. Today there is a huge deficit of available industrial land and building space in Livingston County and a storage facility like this can be built almost anywhere. There's no requirement for heavy roads or electrical power for off site storage but there is for manufacturing. If you look at my site it conforms with the ordinance requirement for minimizing tree and soil removal. There are actually more trees and shrubbery on my site now than when I bought the property. Neither my building nor business or parking lot have contributed to pollution whether visual or environmental. Does outside storage of large motor vehicles, many with leaky oil pans and hydraulic lines constitute a harmonious relationship to the environment or existing structures in the park? NO, it doesn't.

If you look at page C-10 of the site plan supplied by the applicant, there are no plans for berms or plantings on over 88% of the perimeter, only a chain-linked fence. Although I didn't see a reference my guess is that this fence will also have barbed wire at the top making it look more like a prison than a storage yard. I see no provisions for any garbage dumpsters. How many of these RV's are going to be looking for ways to trash their trash and here we are at the end of a dead end road with plenty of room to toss debris out a window or worse yet drive into my lot and fill my dumpster. What about sanitary off loads? I don't see a dump station location as part of the plan or will the storm drains along Hydraulic Dr. find a new use? I've never needed a gate or lock before but with the expected 175 outside parking spaces and people in and out at all hours there's going to be a problem.

As this proposal has been submitted and the request for a Special Use permit applied for, it should be denied by the Planning Commission. Genoa Township has land available since the asphalt plant idea was also turned down and I'd be happy to supply them with a phone number to the township manager.

Respectfully,

Jeff Layer
1684 Hydraulic Drive

*Copy of letter submitted 3/10/22
Includes ordinance criteria from 2003*

RECEIVED

MAR 14 2022

HOWELL TOWNSHIP



CLIENT :
JASON A. JEREBY
KRATT
 1100 S. DORVILLE ROAD
 ANN ARBOR, MI 48106
 (734) 961-7000

PROJECT :
OUT OF SIGHT STORAGE II
 HYDRAULIC STORAGE II
 LIVINGSTON COUNTY, STATE OF MICHIGAN

DATE	DESCRIPTION
1/27/2021	ISSUED FOR PERMITS
4/14/2021	ISSUED FOR PERMITS

C-10

PAVEMENT LEGEND

[Symbol]	D. ASPHALT
[Symbol]	D. CONCRETE
[Symbol]	D. GRAVEL
[Symbol]	PK. STANBARD DUTY ASPHALT
[Symbol]	PK. HEAVY DUTY ASPHALT
[Symbol]	PK. CONCRETE
[Symbol]	PK. GRAVEL
[Symbol]	STANBARD CURB AND GUTTER
[Symbol]	REVERSE CURB AND GUTTER

PROPOSED PARKING

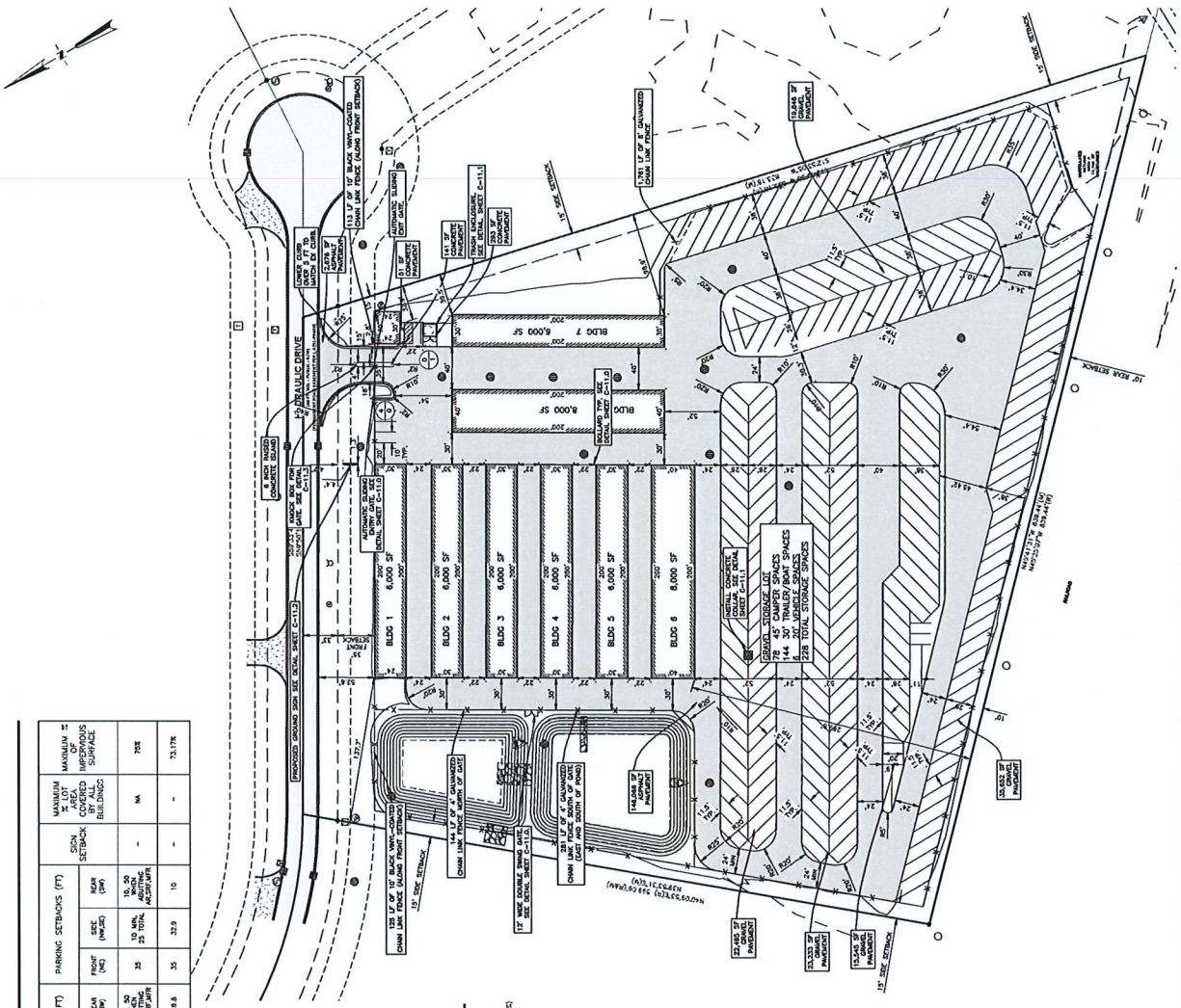
REQUIRED PARKING: 1.00 SPACES PER 1,000 SF OF GROSS FLOOR AREA, PLUS ONE (1) SPACE FOR EACH EMPLOYEE WORKING DURING MAXIMUM EMPLOYMENT HOUR.

REQUIRED PARKING = 720 / 100 + 1 = 8.20 EMPLOYEE + 1 SPACES
 TOTAL PARKING PROVIDED: 5 SPACES

STANDARD PARKING SPACES: 4
 REMAIN SPACES: 1
 TOTAL PARKING PROVIDED: 5

NOTES

1. TRASH DISPOSAL FOR OFFICE USE ONLY. NO CHANGE DISPOSAL FOR CUSTOMERS SHALL BE ALLOWED.
2. SCREENING SHALL BE PROVIDED FOR ALL MECHANICAL EQUIPMENT.
3. ALL LOADS SHALL BE CONFINED IN TWO COATS OF SAFETY. ALL STORAGE BUILDINGS WILL HAVE OVERHEAD DOORS ON THE WEST FACING EAST OR SOUTH.
4. SITE FENCING SHALL BE AS FOLLOWS:
 - 5.1. FENCE ALONG THE FRONT RIGHT OF WAY LINE SHALL BE 6 FEET TALL GALVANIZED STEEL CHAIN LINK.
 - 5.2. FENCE ALONG THE SIDE AND REAR SETBACK LINES SHALL BE 6 FEET TALL GALVANIZED STEEL CHAIN LINK.
 - 5.3. FENCE AROUND THE INTERIOR SIDE OF THE CHAIN LINK SHALL BE 4 FEET TALL GALVANIZED CHAIN LINK.
5. ENTRY AND EXIT CARDS BEING LOCATED WITHIN THE DRIVE YARD. IF CLEAR FROM THE GATE.
6. SITE TO BE UNDER SURVEILLANCE 24 HOURS A DAY.
7. PAUL ACCESS SHALL BE ALLOWED AFTER 10:00 P.M. TO 7:00 A.M. FOR APPOINTMENT AND WITH STAFF PRESENT.
8. ANTI-LOCK SHALL BE LOCATED BEHIND THE CONTROL PANEL.
9. SIGNAGE SHALL BE AS FOLLOWS:
 - 10. SIGNAGE SHALL BE MOUNTED ON EACH BUILDING, AT THE ENTRANCE FOR EMERGENCY ACCESS TO THE OFFICE.
 - 11. SIGNAGE SHALL BE MOUNTED ON EACH BUILDING, AT THE ENTRANCE FOR EMERGENCY ACCESS TO THE OFFICE.
 - 12. SIGNAGE SHALL BE MOUNTED ON EACH BUILDING, AT THE ENTRANCE FOR EMERGENCY ACCESS TO THE OFFICE.
 - 13. SIGNAGE SHALL BE MOUNTED ON EACH BUILDING, AT THE ENTRANCE FOR EMERGENCY ACCESS TO THE OFFICE.
 - 14. SIGNAGE SHALL BE MOUNTED ON EACH BUILDING, AT THE ENTRANCE FOR EMERGENCY ACCESS TO THE OFFICE.
 - 15. SIGNAGE SHALL BE MOUNTED ON EACH BUILDING, AT THE ENTRANCE FOR EMERGENCY ACCESS TO THE OFFICE.
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14. SIGNAGE SHALL BE MOUNTED ON EACH BUILDING, AT THE ENTRANCE FOR EMERGENCY ACCESS TO THE OFFICE.
15. SIGNAGE SHALL BE MOUNTED ON EACH BUILDING, AT THE ENTRANCE FOR EMERGENCY ACCESS TO THE OFFICE.



ZONING INFORMATION

THIS ZONING INFORMATION IS TAKEN FROM HOWELL TOWNSHIP ZONING ORDINANCE CHAPTER 021.01 (04/2021)

SUBJECT PARCEL ZONING: (F2) INDUSTRIAL FLEX ZONE	PROPOSED BUILDING	MAXIMUM HEIGHT OF BUILDING		BUILDING SETBACKS (FT)		PARKING SETBACKS (FT)		SIDEYARD SETBACK (MIN. FEET)	MAXIMUM AREA OF IMPAVED SURFACE BY ALL BUILDINGS
		FEET	FEET	FRONT (MIN. FEET)	REAR (MIN. FEET)	FRONT (MIN. FEET)	REAR (MIN. FEET)		
REQUIRED	10,000	15	15	35	35	10	10	NA	73,176
PROVIDED	10,000	15	15	35	35	10	10	NA	73,176

% OF IMPERVIOUS SURFACES

BUILDINGS AND IMPERVIOUS SURFACES (COVERAGE):
 ASPHALT PAVEMENT = 146,666 SF
 OFFICE = 720 SF
 TOTAL IMPERVIOUS = 147,386 SF

LOT SIZE = 450,778 SF
 COVERAGE = IMPERVIOUS / LOT SIZE = 73.17%

75% ALLOWED

CONCRETE SIDEWALK SECTION

APPLIES TO: OFFICE ENTRY FLAG

4" UNWEAPONED CONCRETE
 2" GRANULAR FILL
 2" GRANULAR FILL COMPACTED TO 95%
 2" GRANULAR FILL COMPACTED TO 95%
 2" GRANULAR FILL COMPACTED TO 95%

STANDARD DUTY PAVEMENT SECTION

APPLIES TO: ON-SITE PMA PAVEMENT

2" ROOT 1.5A WEAVING CONCRETE
 2" ROOT 1.5A WEAVING CONCRETE (3 LF)
 2" ROOT 1.5A WEAVING CONCRETE (3 LF)
 2" ROOT 1.5A WEAVING CONCRETE (3 LF)
 2" ROOT 1.5A WEAVING CONCRETE (3 LF)
 2" ROOT 1.5A WEAVING CONCRETE (3 LF)

GRAVEL PAVEMENT SECTION

1" ROOT 1.5A WEAVING CONCRETE
 2" GRANULAR FILL
 2" GRANULAR FILL COMPACTED TO 95%
 2" GRANULAR FILL COMPACTED TO 95%
 2" GRANULAR FILL COMPACTED TO 95%

CURB AND GUTTER DETAIL - CONCRETE - MDOT R030-F4

2" GRANULAR FILL
 2" GRANULAR FILL COMPACTED TO 95%
 2" GRANULAR FILL COMPACTED TO 95%
 2" GRANULAR FILL COMPACTED TO 95%

AGENDA ITEM

9D

**AMENDED AND RESTATED
UTILITY SERVICES AGREEMENT**

THIS AGREEMENT is made as of _____, 2022, by the Marion, Howell, Oceola and Genoa Sewer and Water Authority (“MHOG”), whose principal office is located at 1577 N. Latson Road, Howell, Michigan 48843, the Genoa-Oceola Sewer and Water Authority whose principal office is located at 2911 Dorr Road, Brighton, MI 48116 (“G-O”), Howell Township (“Howell”), whose principal office is located at 3525 Byron Road, Howell, MI 48855, and Genoa Charter Township (“Genoa”), whose principal office is located at 2911 Dorr Road, Brighton, Michigan 48116. This Amended and Restated Agreement shall be effective as of June 1, 2022 (the “Effective Date”) with billing to begin June 1, 2022 and services to Howell to begin on July 1, 2022.

ARTICLE I - RECITALS

WHEREAS, MHOG, G-O and Genoa entered into an Amended and Restated Utility Services Agreement on March 1, 2021 (the “Agreement”) and the parties now wish to amend the Agreement to include Howell and for the sake of clarity agree to restate the Agreement; and

WHEREAS, MHOG, GO, and Genoa have passed resolutions to extend operation and include Howell in the joint operations agreement; and

WHEREAS, Genoa owns and operates (i) the Oak Pointe Sanitary Sewer System, (ii) the Oak Pointe Water Supply System, and (iii) the Lake Edgewood Sanitary Sewer System; and

WHEREAS, the Townships of Marion, Howell, Oceola, and Genoa have organized MHOG pursuant to the provisions of Act 233, Michigan Public Acts of 1955, as amended for the purpose of acquiring, owning, managing, and operating a water supply system; and

WHEREAS, the Townships of Genoa and Oceola have organized the G-O pursuant to the provisions of Act 233, Michigan Public Acts of 1955, as amended for the purpose of acquiring, owning, managing, and operating a sanitary sewer collection and treatment system; and

WHEREAS, Howell owns and operates the Howell Township Sanitary Sewer System, and

WHEREAS, (i) Genoa’s Oak Pointe Sanitary Sewer collection system, (ii) Genoa’s Oak Pointe Water System, (iii) Genoa’s Lake Edgewood Sanitary Sewer System, (iv) the water production and distribution system operated by MHOG, and (v) the sanitary sewer collection and treatment system operated by G-O, and (vi) the sanitary sewer collection and treatment system operated by Howell shall, for the purpose of this Agreement, collectively be referred to as the “Systems”; and

WHEREAS, Genoa, MHOG, G-O and Howell have concluded that the operation of the Systems is needed to promote and improve the health and welfare of the residents of the users of such Systems; and

WHEREAS, Genoa, MHOG, G-O, and Howell have concluded that combined operational services which share administrative, billing, operational staff and equipment over the six Systems will result in improved operation, efficiency, and cost savings for the residents served by the Systems; and

WHEREAS, Genoa operates a Utility Department with a separate DPW Fund (the "DPW Fund") that provides utility services to the Systems, the staff of the Utility Department is referred to herein as the "Utilities Staff" and while the Utility Department is often referred to as the "MHOG Utility Department" in conducting its business, for the purposes of this Agreement it shall be referred to as the "Utility Department";

NOW, THEREFORE, in consideration of the promises below and other valuable consideration the receipt of which is hereby acknowledged, the Agreement is hereby amended and restated as follows:

ARTICLE II - OPERATION OF THE SYSTEMS

Beginning on the Commencement Date (as defined below) and during the term of the Agreement, Genoa agrees to provide, through the Utility Department, the staff, vehicles, supplies and materials needed to operate the Systems. The Utility Department agrees to operate the Systems in accordance with the terms and conditions of this Agreement, applicable law, and the permits, licenses, manufacturer's protocols, and specifications applicable to the operation and maintenance of the Systems. The Utilities Staff shall take direction from the governing board of each respective System with respect to the specific operation of each such System, and the ultimate responsibility for the operation of each such System shall remain with the governing body of each respective System. Each party hereby agrees that it will cooperate in good faith with the other and its agents, employees, representatives, officers, contractors, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement.

ARTICLE III - SCOPE OF SERVICES

When performing services pursuant to this Agreement for the Systems, Utility Department personnel described below shall report to and be subject to direction of the appropriate governing Board of the respective System, although such personnel shall remain employees of Genoa and not of the Systems. As described above, the ultimate responsibility for the operation of each such System shall remain with the governing body of each respective System.

Section 3.1 - Administrative and Support Services

Administrative staff to be employed by the Utility Department and assigned to the Systems shall consist of a Utility Director, a Deputy Utility Director – Water, a Deputy Utility Director – Wastewater, and such other personnel as shall be necessary to perform the utility services described in this Agreement. A description of the duties to be carried out by the administrative staff is set forth in **Exhibit 1**.

Section 3.2 - Operation and Maintenance Services

Operation and maintenance staff to be employed by the Utility Department and assigned to the Systems shall consist of the necessary plant, collection and distribution system personnel. A description of the duties to be carried out by the operation and maintenance staff with regard to water systems is set forth in **Exhibit 2a** and with regard to sanitary sewer systems is set forth in **Exhibit 2b**.

Section 3.3 - Meter Service, Reading, Billing and Receipting Services

Meter reading, billing, and receipting staff to be employed by the Utility Department and assigned to the Systems shall consist of the necessary staff to bill, read, and receipt water and sanitary sewer service. A description of the duties to be carried out by the billing services staff is set forth in **Exhibit 3**.

Section 3.4 - Staffing Levels

The proposed staffing level to conduct and maintain the various services described in this Agreement is presented in Utility Department Organization Chart shown in **Exhibit 4**. The parties to this Agreement acknowledge that during the term of this Agreement, staffing levels will vary pending the season, level of effort required, attenuation, termination, disability, availability of employable personnel, or other circumstances. The parties acknowledge that the Utility Department shall have the right to modify staffing levels to provide the appropriate level of service to the Systems subject to the following conditions: (i) any modifications that do not result in an increase of the DPW Fund Budget can be made by the Utility Department, (ii) any modifications that result in an increase of the overall DPW Fund Budget by 5% or less on an annual basis may be made by the Utility Department with prior notification to the governing boards of the Systems, and (iii) any modifications that result in an increase of the overall DPW Fund Budget by more than 5% on an annual basis may be made only with the prior written approval of the governing boards of each of the Systems except, that modifications in staffing levels made pursuant to the inclusion of additional systems pursuant to Section 5.7 shall not require additional approvals.

Section 3.5 - Vehicle, Supply, and Material Levels

During the term of this Agreement, the Utility Department agrees to provide vehicles, supplies, equipment and materials necessary to perform the essential duties outlined in this Agreement. A summary of the vehicles, supplies, and materials initially to be provided is set forth in **Exhibit 5**. The parties to this Agreement acknowledge that during the term of this Agreement vehicle, supply, and material levels will vary pending changes in scope of services, staffing levels, and regulations. The parties acknowledge that the Utility Department shall have the right to modify these levels to provide the appropriate level of service to the Systems subject to the following conditions: (i) any modifications that do not result in an increase of the DPW Fund Budget can be made by the Utility Department, (ii) any modifications that result in an increase of the overall DPW Fund Budget by 5% or less on an annual basis may be made by the Utility Department with prior notification to the governing boards of the Systems, and (iii) any modifications that result in an increase of the overall DPW Fund Budget by more than 5% on an

annual basis may be made by only with the prior written approval of the governing boards of each of the Systems except, that modifications made pursuant to the inclusion of additional systems pursuant to Section 5.7 shall not require additional approvals.

ARTICLE IV - CAPITAL PROJECTS

The Utility Staff may propose capital improvements in order to comply with changes in law, to reduce costs, to increase energy efficiency, to meet System demands, or to improve the Systems operations. The Utility Department will not be relieved of its responsibilities to perform under this Agreement, if the recommendations of the Utility Staff are not implemented by the System's governing boards, unless the failure by such governing boards to implement such recommendations prevents the Utility Department from complying with its obligations hereunder or under applicable law.

ARTICLE V - PAYMENT FOR SERVICES

The Utility Department shall receive compensation for providing staff, vehicles, supplies and material necessary to provide the administrative, operational, maintenance and billing services contemplated by this Agreement, and the Systems shall be billed monthly based on the methodology presented below.

Section 5.1 - DPW Fund Budget

During the term of this Agreement, Genoa shall maintain a separate DPW Fund Budget (the "DPW Fund Budget") to track revenues and expenses associated with the staff, vehicles, supplies and materials and other expenses required to perform the administrative, operational, maintenance and billing services outlined in this Agreement. The fiscal operating year for the Utility Department is April 1 through March 31st. The 2022-2023 DPW Fund Budget is presented in **Exhibit 6**. The DPW Fund Budget shall be established annually and shall balance.

The Utility Department Accountants shall prepare, at a minimum, quarterly budget to actual reports for presentation to System's governing boards. Failure to present reports less than semi-annually shall constitute a default of this Agreement.

Section 5.1.1 - Revenue

Revenue to the DPW Fund shall include: (i) receipted funds from the Systems for providing administrative, operational, and billing services, (ii) receipted funds collected from the billing of systems for which full operational services are not performed (iii) charges to Developers for new development costs, (iv) interest income and other miscellaneous revenue streams not otherwise described, and (v) charges for vector truck services provided to the various systems. **Exhibit 6** contains a proforma breakdown of the various revenues for the fiscal year ending March 31, 2022.

Section 5.1.2 - Expenses

Expenses to the DPW Fund shall include the payments made from the fund for labor costs for Utility Department employees (direct costs, benefits and indirect costs),

insurance, taxes, fuel, repairs, vehicle purchases, outside consultants, computers, software, equipment, tools, vector services, and other items required to properly provide the services described in this Agreement, as well as any legal services and accounting services related to employees of the Utility Department or services provided by the Utility Department to the Systems pursuant to this Agreement. Budgeted expenses for the fiscal year ending March 31, 2023 are listed in **Exhibit 6**.

Section 5.2 - Calculation of Labor and Equipment Compensation

The parties agree that for the fiscal year 2022-2023, the operational costs for the Systems shall be allocated based on the 2022 allocation percentages presented in **Exhibit 7**. Beginning on April 1, 2022, and in each subsequent year, the allocation percentage calculation shall be based on the formula presented in **Exhibit 7**. In January of each year, the Utilities Staff will re-evaluate the System allocations based on changes in the number of customers, piping, pump stations, consolidation of systems, as illustrated in the formula. The Utilities Staff will then present the revised allocation to the governing boards of the Systems in January or February of each year and such revised allocation shall be considered for approval by the governing board of each System prior to the end of February of each year. The governing boards of the System shall use their best efforts to approve any proposed revised allocation, shall promptly state the basis for any rejection of any such allocation, and shall bargain in good faith to ensure that a fair allocation is agreed upon no later than February 1st of each year. In the event that the revised allocation is not approved by the governing board of each System as set forth above, then the then current allocation shall remain in effect for the fiscal year beginning on the following April 1. Set forth in **Exhibit 8** is a calendar illustrating the timing for the determination of the DPW's annual budget and annual allocation of costs to the Systems.

Section 5.3 - Base Payment for Services

The Utility Department shall invoice the Systems monthly for services provided by the approved allocation percentage of the annual DPW Fund Budget, minus the fixed billing revenue. **Exhibit 6** documents how fiscal year 2022-2023 will be invoiced. Each subsequent year shall be invoiced in a similar manner. All such invoices for services shall be paid within 45 days after the invoice has been sent.

Section 5.4 - Surpluses and Shortfalls

As the annual monthly payments are based on the total anticipated expenses of the DPW Fund Budget, surpluses and deficits may result at the end of the budget year for things such as employee departure, insurance adjustments, fuel prices, mechanical failures, utility service interruption or acts of nature. This adjustment will occur in August of each calendar year of this Agreement following completion of the annual audit of the DPW Fund. Surpluses or deficits will be adjusted back to each System based on the allocation percentage unless one or more Systems causes a substantial or disproportionate change in the DPW Fund Budget, in which case such System shall bear the resulting change in cost. An example of an event that might cause a disproportionate change includes, but is not limited to, serious mechanical failures of a system, power outages, system failures, or acts of God (lightning, fire, flood, etc) that cause the Utility Department to incur significant additional cost to keep such system operational.

Section 5.5 - Annual Budget Adjustment

Based on the allocation percentages described above, annual budget adjustments will be presented to the System's governing boards in February for each effective year of this Agreement. The Utility Department will make reasonable attempts to maintain and reduce operational costs for the Systems. Comments will be received from the System's governing boards, and a final budget will be presented in March of each year. Subject to Section 6.3 below, the final budget for each year shall be binding on each of the parties to this Agreement. Set forth in **Exhibit 8** is a calendar illustrating the timing for the determination of the annual budget for the DPW Fund.

Section 5.6 - Additional Payments by the Governing Boards

The parties acknowledge that the governing boards of the Systems shall each pay directly for services and products not covered by this Agreement including: utilities (gas, electric, and other utilities), chemicals, repair parts, outside contractor services, licenses fees and permits, laboratory testing, MXU radio read units and SCADA systems, and specialized tools and supplies for each system. Additionally, specialized tools and materials required for the operation of a specific System will be the responsibility of that respective System.

Section 5.7 - Procedures for the DPW Providing Services to Additional Systems

During the term of this Agreement, the Utility Department may be requested to provide services to additional utility systems or governing bodies. Providing services to additional systems may result in improved operation, efficiency, and cost savings for the residents served by the Systems. As a result, the following procedures will be utilized to evaluate requests by third parties to receive utility services from the Utility Department:

Section 5.7.1 - Notification of Request

The Utility Staff shall provide notice to each party to this Agreement of a request from an outside party to have the Utility Department provide utility services to such outside party.

Section 5.7.2 - Preliminary Staffing and Financial Assessment

Following the request notification, the Utilities Staff shall perform a preliminary evaluation of the potential staffing and financial impacts to the existing DPW Fund Budget. If improved operation and cost savings for the existing DPW Fund are not projected with the preliminary evaluation, then utility services will not be provided to the outside party.

Section 5.7.3 - Approval by Governing Boards

A preliminary staffing and financial evaluation that projects improved operation and cost savings will be presented to each governing board of the Systems. Prior to providing such utility services to the requesting third party, the governing board of each System will need to approve by resolution the services that will be performed, the costs

that will be charged to such third party and the manner in which the staff and legal costs associated with providing utility services to such third party will be paid. Additionally, the governing board of each System will also be required to approve any revision to the DPW Fund Budget that exceeds by 5% the then current DPW Fund Budget and any revisions to the allocation of costs provided by Section 5.2 of this Agreement.

Section 5.7.4 - Billing Only Duties

Should the services requested by the third party consist only of performing billing duties that do not significantly impact staffing levels or costs, the Utilities Staff can perform such billing duties without the staffing and financial assessment described above.

Section 5.8 – Reserve Funds

Section 5.8.1 – Fund Balance

The target fund balance in the DPW Fund at the end of each fiscal year during the Term of this Agreement shall be \$75,000 following the annual audit of the DPW Fund, with the exception of the vehicle reserve fund, which shall be maintained as described in Section 5.8.2. To the extent that the DPW Fund has a balance of more than \$75,000 following the annual audit of the DPW Fund, then the amount exceeding \$75,000 shall be returned to the parties hereto based on the same allocations on which such funds were paid to the DPW Fund. In the event that the DPW Fund balance falls below \$50,000 at the end of any fiscal year following the annual audit of the DPW Fund, Genoa may adjust the budget for the following year to replenish the DPW Fund Budget to the target fund amount.

Section 5.8.2 – Vehicle Reserve Fund

As part of the DPW Budget, Genoa shall maintain a segregated DPW vehicle reserve fund. This fund shall be used for replacement of the vehicle fleet as the fleet ages and repair costs and safety concerns warrant replacement of the vehicles. For fiscal year 2022- 2023 and thereafter, the fund balance in the vehicle reserve fund shall not exceed \$150,000.

ARTICLE VI - TERM AND TERMINATION

Section 6.1 - Term

This Agreement began on April 1, 2011 (the “Commencement Date”) and the initial term ran through March 31, 2016, the agreement was renewed on April 1, 2016 and ran through March 31, 2021 and was again renewed on April 1, 2021 with a term ending on March 31, 2026. The term of this Agreement shall remain unchanged except for the addition of Howell and the terms and conditions of this Amended and Restated Agreement shall be effective upon the Effective Date. Thereafter, this Agreement will automatically renew for successive five (5) year terms each, unless written notice of termination is provided by a party to this Agreement to the other parties not more than 180 days and not less than 90 days prior to the end of the then current term. In such event this Agreement shall only terminate as to the terminating party(ies) provided

that the remaining parties can agree on an amended budget under Section 5.1 above and new allocation percentages under Section 5.2 above. In the event that a party elects to terminate this Agreement without cause, and that party creates employment positions (or third party contractor positions) to operate its Systems, that party shall provide first preference for any such positions to any Utilities Staff that are, or will be, displaced (or laid off) as a result of that party's election to terminate. In the event that any Utilities Staff are laid off as a result of a party terminating this Agreement without cause and said Utilities Staff are not hired by the terminating party, then the terminating party shall, on a quarterly basis, reimburse Genoa for all unemployment costs incurred by Genoa as a result of said layoff(s) for a period of one (1) year from the effective date of said termination.

Section 6.2 - Events of Default and Remedies

The failure of any party to comply with any material term of this Agreement shall constitute a default. Upon default by a party, the complaining party shall send written Notice of Default to the defaulting party with a copy to the other parties. Such notice shall clearly specify the nature of the default and provide the defaulting party sixty (60) days to cure the default. If the default is capable of being cured within sixty (60) days, but is not cured within the sixty (60) days, the Agreement shall, at the option of the non-defaulting party(ies), terminate at midnight of the sixtieth (60th) day following receipt of the Notice of Default. In the case of default that cannot be cured within sixty (60) days, the Agreement shall not terminate so long as the defaulting party has given written notice of the extension to the other parties and the defaulting party has commenced and is diligently pursuing a remedy, provided, however, that if the defaulting party has failed to give notice or failed to commence or pursue a remedy, the termination of this Agreement as to the defaulting party shall be at the option of the non-defaulting party(ies). Evidence of such remedy and its diligent pursuit shall be provided from the party determined to be in default to the satisfaction of the non-defaulting party(ies), and in any event such extension may not extend for more than one hundred eighty (180) days. Any termination under this paragraph shall only be effective as to the defaulting party and this Agreement shall remain in full force and effect as to the non-defaulting parties, provided that the non-defaulting parties can agree on an amended budget under Section 5.1 above and new allocation percentages under Section 5.2 above.

In the event of the termination of this Agreement under the terms outlined above, the defaulting party shall pay Genoa for the services provided and invoiced up to the effective date of termination. Payment shall be made within thirty (30) days of the date of termination. Additionally, the non-breaching party or parties shall retain and may pursue all other remedies that may be available under applicable law.

Section 6.3 - Additional Option to Terminate as a Result of the Annual DPW Fund Budget

In addition to the other termination options under this Agreement, the parties to this Agreement shall have the right to terminate this Agreement in the event that the annual budget presented by the Utility Department in March of each year, pursuant to Section 5.5 of this Agreement, exceeds by more than 10% the DPW Fund Budget for the then current fiscal year. Any modifications previously approved by the governing boards of the Systems (including, but not limited to, modifications approved under Sections 3.4, 3.5 and 5.7.3 of this Agreement) shall

be excluded from the calculation of whether the 10% threshold has been exceeded. In order for a party to terminate this Agreement pursuant to this Section, such party must provide written notice to the other parties to this Agreement no later than April 15 following the presentation of the annual budget and in such case, the then current DPW Fund Budget shall remain in place and this Agreement shall terminate on the following June 30.

ARTICLE VII - INSURANCE

Section 7.1 - Insurance Provided by Genoa Township

Genoa shall provide and maintain the following levels of insurance coverage at all times during the term of this Agreement:

- (1) General Liability and Vehicle Liability Insurance with a combined single limit in the amount of \$5,000,000.
- (2) Worker's Compensation Insurance in compliance with the laws of the State of Michigan, covering Township employees engaged in the performance of services, to the required statutory amount.
- (3) Sewer Backup Coverage in the amount of \$250,000.

Section 7.2 - MHOG Insurance

MHOG shall provide and maintain the following levels of insurance coverage at all times during the term of this Agreement:

- (1) General Liability Insurance with a combined single limit in the amount of \$5,000,000.
- (2) Property insurance in amounts sufficient to cover real property owned by MHOG.

Section 7.3 - G-O Insurance

G-O shall provide and maintain the following levels of insurance coverage at all times during the term of this Agreement:

- (1) General Liability Insurance with a combined single limit in the amount of \$5,000,000.
- (2) Property insurance in amounts sufficient to cover real property owned by G-O.
- (3) Sewer Backup Coverage in the amount of \$250,000.

Section 7.4 - Howell Township

Howell Township shall provide and maintain the following levels of insurance coverage at all times during the term of this Agreement:

- (1) General Liability Insurance with a combined single limit in the amount of \$5,000,000.
- (2) Property insurance in amounts sufficient to cover real property owned by G-O.
- (3) Sewer Backup Coverage in the amount of \$250,000.

ARTICLE VIII - DISPUTE RESOLUTION

Section 8.1 - Appointment of Panel

The parties agree that any and all claims, controversies or actions arising out of the terms, provisions or subject matter of this Agreement shall be referred to a panel (the "Panel") consisting of three (3) representatives (the "Representatives"). The Utility Staff shall appoint one representative to the Panel, the governing bodies of the Systems shall collectively appoint one representative to the Panel and the two representatives shall mutually agree on a third representative for the Panel. Such appointments shall be made by the parties within fifteen (15) days of written notice of a dispute or claim.

Section 8.2 - Additional Remedies and Arbitration

Notwithstanding the provisions of Section 8.1, if the claim or dispute is not resolved by the good faith negotiations of the Representatives within sixty (60) days of appointment, any of the parties to this Agreement, subject to the following, may seek any remedies available at law and/or in equity to resolve the dispute. Additionally, the parties to this Agreement may, if they mutually agree in writing, submit any claims, disputes or other matters in question arising out of or relating to this Agreement or breach thereof to arbitration in accordance with the Arbitration Rules of the American Arbitration Association currently in effect, or such other rules of arbitration to which they may mutually agree. The arbitration shall be conducted in a location selected by mutual agreement of the parties. The costs of the arbitrator shall be shared equally by the parties. Each party shall be responsible for the costs of its own legal counsel, witnesses and documents it submits to the arbitrator. The arbitrator shall have no authority to change any provision of this Agreement, and the arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement in accordance with the laws of the State of Michigan. If the parties mutually agree to settle a claim, dispute or other matters in question between them by arbitration, the award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with the applicable law and any court having jurisdiction thereof. Any and all awards shall be in writing and shall give the arbitrator's supporting reasons for the award. It is expressly understood and agreed that any agreement to submit a particular claim, dispute or matter to arbitration shall apply only to that claim, dispute or matter and shall not be binding upon any other claims, disputes or matters which may arise between the parties.

Section 8.3 - Covenant to Continue Work

During resolution of any dispute under this Article, Genoa and the System's governing boards shall each continue to perform their respective obligations under this Agreement without interruption or delay.

ARTICLE IX - MISCELLANEOUS

Section 9.1 - Assignment

This Agreement is binding on the parties hereto, and their permitted successors and assigns. The parties agree not to transfer or assign their respective interests in this Agreement without the written consent of the other parties hereto.

Section 9.2 - Choice of Law and Forum

This Agreement shall be subject to and governed by the laws of the State of Michigan. The parties agree that the venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

Section 9.3 - Entire Agreement

This Agreement and the attached exhibits represent the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations, negotiations or agreements whether written or oral.

Section 9.4 - Notices

All notices shall be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices to be given to Genoa Charter Township will be addressed to:

Genoa Charter Township
2911 Dorr Road
Brighton, MI 48116
Attention: Supervisor

Notices to be given to MHOG will be addressed to:

MHOG Sewer and Water Authority
1577 N. Latson Road
Howell, MI 48843
Attention: Secretary

Notices to be given to Genoa-Oceola will be addressed to:

Genoa-Oceola Sewer and Water Authority
2911 Dorr Road
Brighton, MI 48116
Attention: Secretary

Notices to be given to Howell Township will be addressed to:

Howell Township
3525 Byron Road
Howell, MI 48855
Attention: Supervisor

Section 9.5 - Severability

Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of this Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.

Section 9.6 - Amendment or Modification of Agreement

No change in or modification, termination or discharge of this Agreement, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith or its duly Authorized Representative.

Section 9.7 - Third Party Beneficiaries

Except as expressly provided herein, this Agreement does not create, and is not intended to create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, or any other right in favor of any person other than the parties.

Section 9.8 - Counterparts

This Agreement may be executed in several counterparts each of which shall be deemed one and the same agreement. It shall be binding upon and inure the benefit of the parties to it and their respective successors and assigns.

Section 9.9 - Required Taxes, Insurances, Fees and Documents

Genoa agrees that it will operate legally and pay all federal, state, local, social security, Medicare and unemployment taxes, liability and workers' compensation insurance premiums, and license or permit fees necessary to conduct business.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered, by their respective duly authorized officers, all as the day and year first above written.

MARION, HOWELL, OCEOLA AND GENOA
SEWER AND WATER AUTHORITY

Date: _____

By: Bob Hanvey
Chairman

GENOA-OCEOLA SEWER AND WATER
AUTHORITY

Date: _____

By: William J. Bamber
Chairman

GENOA CHARTER TOWNSHIP

Date: _____

By: Bill Rogers
Its: Supervisor

HOWELL TOWNSHIP

Date: _____

By: Mike Coddington
Its: Supervisor

EXHIBITS

Exhibit 1 – Duties of Support Services Division

Exhibit 2a –Duties of Water Division

Exhibit 2b –Duties of Wastewater Division

Exhibit 3 – Utility Billing Services Statement of Duties under Support Services Division

Exhibit 4 – Utility Department Staff Organization Chart

Exhibit 5 - Vehicle, Supply, and Material Summary

Exhibit 6 – FY 2022 Genoa Charter Township DPW Fund Budget Worksheet

Exhibit 7 – FY 2022 System Labor and Equipment Allocation Percentage

Exhibit 8 – Timetable for Allocation of Budget

Exhibit 2a

Water Division Statement of Duties

Overview

The duties described are of a professional nature and shall be performed in accordance with the degree of skill and care ordinarily exercised by member of the Operator's Profession. Qualified, and where required, certified staff shall be provided.

Plant Operation

Operate the Water Treatment Plant in conformance with State Laws and Regulations including but not limited to:

- Staffing to meet production demand
- Maintenance of equipment including routine cleaning and lubrication
- Equipment Inspections and Adjustments
- Laboratory Analysis and Testing
- Data management and record keeping
- Preparation and prompt delivery of all applicable and required filings including monthly MRO Reports, NPDES Reports, Consumer Confidence Report, & Backflow and Cross Connection Reports to regulatory agencies and consumers as required by law
- Maintenance of wells and well houses including recommended preventative maintenance and emergency power service
- Maintenance of controls and instrumentation
- Coordination of Lime residual removal
- Maintain Buildings and Grounds including:
 - Recommending necessary painting projects to Authority Board
 - Bidding and hiring of lawn and snow removal services
 - Coordinating waste disposal services
- Performing other duties as necessary to maintain quality service

Distribution System

Operate the Water Distribution System in conformance with State Laws and Regulations including but not limited to:

Maintenance of water towers including altitude valves, emergency communication, temperature and level sensors, cathodic protection, periodic paint and coating inspections, and recommendations for painting and maintenance projects.

Utilize the computer and SCADA monitoring system and coordinate repairs as necessary.

Maintenance of pressure reducing valves including checking operation, verify operation and coordination of repairs.

Maintenance of Fire Hydrants including annual flushing, repairs as necessary, painting as necessary, and tracking in a GIS System.

Coordinate the repair of valve boxes, curb stops, and valves as necessary.

Performing and/or coordinating emergency repairs of water distribution components and lines

Conducting regulatory and public notifications, advisories, and recommended course of actions regarding interruption in service or boil water notices.

Conduct record management and maintenance of treatment and flow data.

Record management of work orders for meter service and customer repairs.

Coordinate with local and state agencies on right-of-way projects impacting the water Systems, including protection, relocation, and interruption of service.

Perform MISS DIG services

Performing other duties as necessary to maintain quality service

Staff will ensure permits remain in effect and will address regulatory inquiries, inspections, and violations.

Administrative and operations staff will serve as Authority liaisons with the public, presenting a professional image of the Authority. Administrative staff will address public concerns regarding employee presentation and service.

Staff will perform its best effort with regard security of the facilities by locking facilities, utilizing alarm systems, tracking of keys, and tracking facility access by outside personnel. Staff will also make recommendations to the Governing Board regarding the implementation of security improvements.

Staff will make every effort to reduce energy usage in the facilities through use of energy saving devices and utilization of energy best management practices.

Staff serving the system will be encouraged to obtain training and obtain certifications to improve operational knowledge which will result in improved service to customers.

A 24 hour 1-800 emergency call center will be provided to answer customer and system after hour emergencies and dispatch of on-call personnel.

Exhibit 2b

Utilities Staff Waste Water Division Statement of Duties

Overview

The duties described are of a professional nature and shall be performed in accordance with the degree of skill and care ordinarily exercised by member of the Operator's Profession. Qualified, and where required, certified staff shall be provided.

Plant Operation

Operate the Wastewater Treatment Plant in conformance with State Laws and Regulations including but not limited to:

- Staffing to meet daily treatment NPDES Permit Requirements
- Maintenance of treatment equipment including routine cleaning and lubrication
- Equipment inspections and adjustments
- Laboratory analysis and testing
- Data management and record keeping
- Preparation and prompt delivery of all applicable and required filings including monthly MRO Reports, CMR Reports, DMR Reports to regulatory agencies as required by law
- Maintenance of controls and instrumentation
- Coordination of Biosolids residual removal
- Maintain Buildings and Grounds including:
 - Recommending necessary projects to Township Board
 - Snow Removal
- Performing other duties as necessary to maintain quality service

Collection System

Operate the Wastewater Collections System in conformance with State Laws and Regulations including but not limited to:

- Maintenance of pump stations
- Recommendations to Governing Boards on pump replacements, upgrades, and repairs
- Maintenance and repair of air release valves.

- Repair of valve boxes, and valves as necessary. Performing and/or coordinating emergency repairs of wastewater collection components and lines
- Conducting regulatory and public notifications, advisories, and SSO Events
- Conduct record management and maintenance of pump station flow and runtime data.
- Coordinate with local and state agencies on right-of-way projects impacting Utilities including protection, relocation, and interruption of service.
- MHOG will perform routine cleaning activities for all sewers, collection systems components and pump stations as part of the included services.
- MHOG will coordinate non-routine or large scale sewer and pump station cleaning activities at the expense of the associated utility.
- Perform MISS DIG services
- Performing other duties as necessary to maintain quality service

Miscellaneous Services

Staff will comply with permit renewal deadlines and will address regulatory inquiries, inspections, and violations.

Administrative and operations staff will serve as Township liaisons with the public, presenting a professional image of the Authority. Administrative staff will address public concerns regarding employee presentation and service.

Staff will perform its best effort with regard security of the facilities by locking facilities, tracking of keys, and tracking facility access by outside personnel. Staff will also make recommendations to the Township Board regarding the implementation of security improvements.

Staff will make every effort to reduce energy usage in the facilities through use of energy saving devices and utilization of energy best management practices.

Staff serving the system will be encouraged to obtain training and obtain certifications to improve operational knowledge which will result in improved service to customers.

A 24- hour 1-800 emergency call center will be provided to answer customer and system after hour emergencies and dispatch of on-call personnel.

AGENDA ITEM

10C

Howell Township Clerk

From: Anderson, Tracy C. <tracy.anderson@spicergroup.com>
Sent: Thursday, March 17, 2022 4:27 PM
To: Howell Township Clerk; Howell Township Deputy Clerk
Subject: FW: Howell Township - Pioneer Cemetery

Follow Up Flag: Follow up
Due By: Monday, March 21, 2022 9:00 AM
Flag Status: Flagged

Jean and Teresa,

I spoke with Ken Recker and with Nils, our geo-technical engineer. Below is what we are thinking for the cemetery. We are hoping that the groundwater elevation and the topography of the land will accommodate a drain tile. Below is what we thought you would need, but if the Township has other ideas, or if you would like to discuss it further, please give me a call.

Purpose:

Investigate shallow soil and groundwater conditions in the western portion of the cemetery. Provide recommendations for mitigating high groundwater effects on future use of the cemetery. Develop basic contract documents and prepare permit application.

Scope:

- Coordination and meetings: Meet with cemetery sexton and county drain commissioner to understand current issues and goals. Coordinate our services. Meet to discuss results.
- Subsurface investigation and monitoring wells: Drill, sample, and log three hand auger soil borings to target depths of 6 to 10 feet each. Install monitoring well in each.*
- Groundwater monitoring: Measure water levels in the wells three times after installation, at intervals of approximately 2 to 4 weeks.
- Analysis, recommendations, and report: Compile and review data and results. Develop alternative concepts for mitigation. Prepare memorandum documenting the study.
- Design: Prepare limited drawings and specifications such that the Township can procure quotes for the work and a competent earthwork contractor can understand the intent of the project and construct the improvements.
- Permitting: If needed, prepare EGLE permit application.**

* To simplify the project, we are planning on hand drilling the wells ourselves and not hiring a well drilling company.

** Ken suggested to not do the project if an EGLE permit will be required because EGLE has recently been more difficult to navigate.

Total fees

Study:	\$7,000
Design & permitting:	\$3,500
Total:	\$10,500

Thanks,

Tracy Anderson, P.E. | Project Manager

SPICER GROUP, INC.

Cell: 734-751-1909

www.spicergroup.com

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AGENDA ITEM

10D

ADDRESS ASSIGNMENT

Permit #	Contractor	Job Address	Fee Total
PA22-005	LAMPKIN LOGAN AND RACH	2251 MARR	\$25.00
Work Description: ON THE SOUTH WEST CORNER OF MARR ROAD AND BYRON ROAD.			
PA22-006	SPALDING ROBERT A	3500 CRANDALL	\$25.00
Work Description: ON THE EAST SIDE OF CRANDALL ROAD NORTH OF WARNER ROAD AND SOUTH OF MARR ROAD.			
PA22-004	KEVIN GOLSCH	2201 BREWER	\$25.00
Work Description: WEST SIDE OF BREWER ROAD NORTH OF HENDERSON ROAD AND SOUTH OF BOWEN ROAD			
PA22-007	SUTTON JEFFREY AND STEPH	1334 N TRUHN RD	\$25.00
Work Description: SOUTH OF MILLET AND NORTH OF SARGENT ON THE EAST SIDE OF THE ROAD.			

Total Permits For Type: 4
Total Fees For Type: \$100.00

Commercial Land Use

Permit #	Contractor	Job Address	Fee Total
P22-013	JOANNE C VANDENBERG TRU	4315 OAK GROVE RD	\$150.00
Work Description: ADDITION TO FRONT OF BUILDING			
P22-020	LACASA	1920 TOOLEY	\$250.00
Work Description: CONSTRUCTION OF A 50,000 SQ FT MIXED OFFICE AND SHELTER WING.			

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

MHOG

Permit #	Contractor	Job Address	Fee Total
PMHOG22-001	WESTVIEW CAPITAL LLC	3051 IVY WOOD CIR	\$0.00
Work Description:			

Total Permits For Type: 1

Total Fees For Type:

\$0.00

Residential Land Use

Permit #	Contractor	Job Address	Fee Total
P22-014	LAMPKIN LOGAN AND RACH	2251 MARR	\$75.00
Work Description: 1,456 SQ FT HOME ON A FULL BASEMENT			
P22-024	CALTABIANO JONATHON & S	3594 AMBER OAKS DR	\$50.00
Work Description: 14 X 20 DECK WITH ROOF			
P22-026	CALTABIANO JONATHON & S	3594 AMBER OAKS DR	\$50.00
Work Description: 24 FT ROUND ABOVE GROUND POOL			
P22-028	WESTVIEW CAPITAL LLC	3051 IVY WOOD CIR	\$105.00
Work Description: 2,059 SQ FT BI-LEVEL DWELLING WITH A 2 CAR ATTACHED GARAGE.			
P22-029	WESTVIEW CAPITAL LLC	3055 IVY WOOD CIR	\$105.00
Work Description: 1,822 SQ FT BI-LEVEL DWELLING WITH A 2 CAR ATTACHED GARAGE.			
P22-021	RUNYAN JARED D	3410 BYRON	\$75.00
Work Description: 935 SQ FT ADDITION TO FRONT OF HOME			
P22-025	BROCK BILLY-JOE AND LORE	3564 BOWEN	\$75.00
Work Description: ATTACHED GARAGE, 30 X 40			
P22-019	JOHNSON MILTON L & JOAN L	2735 POPPLE LN	\$10.00
Work Description: REPLACING 7 WINDOWS			
P22-015	LEFEVRE SCOTT AND ANGELI	2832 BREWER	\$10.00
Work Description: TEAR OFF AND REROOF			
P22-022	KIRBY LYNN GAY	1318 STEEPLECHASE CT	\$10.00
Work Description: INTERIOR RESTORATION FOR WATER DAMAGE.			
P22-027	SUTTON JEFFREY AND STEPH	1334 N TRUHN RD	\$75.00
Work Description: 2,612 SQ FT 2 STORY DWELLING ON A FULL UNFINISHED BASEMENT WITH A 2 CAR ATTACHED GARAGE.			

Total Permits For Type:

11

Total Fees For Type:

\$640.00

Sewer Connection

Permit #	Contractor	Job Address	Fee Total
PWS21-040	UNION AT OAK GROVE	ALEX LN BLDG 16	\$0.00
Work Description: BUILDING 16			

PWS21-042	UNION AT OAK GROVE	MOLLY LN BLDG 17	\$0.00
Work Description: BUILDING 17			

Total Permits For Type: 2

Total Fees For Type: \$0.00

Sign

Permit #	Contractor	Job Address	Fee Total
P22-017	K & K LEASING LLC	3923 W GRAND RIV	\$225.00
Work Description: 35" X 126" GROUND SIGN WITH A 25" X 126 " EMG SIGN.			

P22-023	2280 W GRAND RIVER LLC	2280 W GRAND RIV	\$75.00
Work Description: TEMPORARY HELP WANTED SIGN			

P22-018	K & K LEASING LLC	HYDRAULIC DR-VACANT	\$225.00
Work Description: 62" X 173" GROUND SIGN.			

P22-016	TANGER PROPERTIES LLC	1475 N BURKHART	\$225.00
Work Description: 2 WALL MOUNT BRIGHTWALL SIGNS 5' X 8'			

Total Permits For Type: 4

Total Fees For Type: \$750.00

Water Connection

Permit #	Contractor	Job Address	Fee Total
PWS21-041	UNION AT OAK GROVE	ALEX LN BLDG 16	\$0.00
Work Description: BUILDING 16			

PWS21-043	UNION AT OAK GROVE	MOLLY LN BLDG 17	\$0.00
Work Description: BUILDING 17			

Total Permits For Type: 2

Total Fees For Type: \$0.00

Report Summary

Population: All Records
Permit.DateIssued Between
3/1/2022 12:00:00 AM AND
3/31/2022 11:59:59 PM

Grand Total Fees:

\$1,890.00

Grand Total Permits:

26

AGENDA ITEM

10E

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

MTT UPDATE:

Trilogy Real Estate Howell LLC v Howell Township: Prehearing General Call set for September 16, 2022 with valuation disclosure due by June 20, 2022.

SMALL CLAIMS TRIBUNAL: no outstanding appeals.

ASSESSING OFFICE:

ASSESSOR: The March Board of Review was held at the Township Hall. There were twenty nine petitions. Twenty of the twenty nine were Veteran Exemptions. The remainder were made up of poverty exemptions, valuation appeals, and uncapping of parcels where deeds or property transfer affidavits were not timely filed. The board of review members seemed to enjoy getting back together and holding the required hours in person. The 2022 assessment roll is now completed and sent to County Equalization. The new flight imagery will be available soon. They were 90% complete with flying on March 24th. However now are being held up by the latest snow storms. Michigan weather can make planning a challenge at times.

OTHER: Completed the annual tax allocation budget for the County. Started working on the 2022-2023 financial budget. The State of Michigan is requiring all municipalities to adopt the changes made to the Uniform Chart of Accounts. This adoption period is required for the 2022-2023 budget year. Howell Township banking relationship has changed. Our former bank has merged with Bank of Ann Arbor. The changeover has been challenging to say the least. With all the changes in 2022 on the financial end it is starting to feel like a new job again! Went on a family vacation the last week of March.

AGENDA ITEM

10K

Howell Township Clerk

From: Chris Techentin <CTechentin@howellrecreation.org>
Sent: Tuesday, April 5, 2022 2:00 PM
Subject: Two Great Egg Hunts Are Coming This Month!
Attachments: Drury Lane Fairytale Egg Hunt.docx; Teen Flashlight Egg Hunt.docx; Drury Lane Fairytale Egg Hunt (flyer).pdf; Flashlight Egg Hunt.pdf

Howell Recreation is excited to kick off the Spring season with two great egg hunt events!

First off is our Teen Flashlight Egg Hunt! All 6th-12th graders are invited to join us at the Bennett Rec Center Thursday, April 14th at 7:30pm for this nighttime event! Bring your flash light and find your eggs for your chance to win some cool prizes and raffles including a Nintendo Switch Lite, a family movie bundle to the Historic Howell Theatre, and more! Pre-registration is available online via our website.

Second is this year's Fairytale themed egg hunt! Join us on April 24th at the Oceola Soccer Complex at 1577 N. Latson Rd. as we kick off our Spring season with this great event for the whole family! Kids will travel to various Storybook Stops each with their own fairytale theme and activity! Completing the activity at each station will get them an egg for their basket!

Press releases for both these events are attached. Please share in any way you can.
Thanks and have a great day!

Chris Techentin
Marketing Coordinator

HOWELL
recreation
Direct Line 517.579.2863
www.howellrecreation.org

HOWELL recreation

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

For Immediate Release

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

Drury Lane Fairytale Egg Hunt

Sunday, April 24th – 11:00am-2:00pm (sign up for a timeslot)

The Muffin Man has invited everyone out to Drury Lane where he has been working on a fairytale egg hunt. Bring the whole family down to play games and win prizes all while collecting eggs from each storybook stop along the way.

Site: Oceola Soccer Complex, 1557 N. Latson Rd. Howell, MI
Cost: \$12/person

Registration Link: www.howellrecreation.org/events/22egghunt

Contact us: parcsandrec@howellrecreation.org

517-546-0693 ext. 0

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

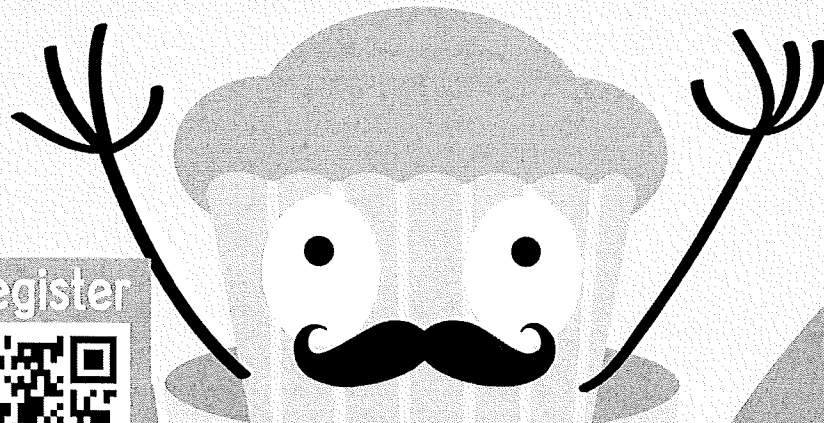
THE MUFFIN MAN PRESENTS

Drury Lane EGG HUNT

April 24th - 11:00am-2:00pm

Oceola Soccer Complex, 1577 N. Latson Rd.

The Muffin Man has invited everyone out to Drury Lane where he has been working on a fairytale egg hunt. Bring the whole family down to play games and win prizes all while collecting eggs from each storybook stop along the way. There may be guest appearances by your favorite storybook characters as well.



Scan to Register



HOWELL
recreation

HOWELL recreation

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

For Immediate Release

Please email Kevin Troshak with questions at ktroshak@howellrecreation.org or give us a call at 517-294-6083.

Teen Flashlight Egg Hunt (6th-12th Grade)

Sunday, April 24th – 11:00am-2:00pm (sign up for a timeslot)

When: Thursday, April 14th

Time: 7:30 PM - 9:00 PM

Where: The Hive Youth & Teen Center 925 W. Grand River Ave. Howell, MI 48843

Price: \$5.00

Day of On Site Registration: \$10.00

Join us for our first ever teen flashlight egg hunt event. Bring your flash light, find your eggs for your chance to win some cool prizes and raffles!

Schedule:

7:30 PM - Check In
8:00 PM - PM Rules & Guidelines
8:15 PM - Hunt Begins
8:45 PM - Raffle & Prizes
9:00 PM - Event Ends

Registration Link: www.howellrecreation.org/events/teenegghunt

Contact us: parksandrec@howellrecreation.org

517-546-0693 ext. 0

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



Youth and Teen Center

HOWELL
recreation

Teen Flashlight

EGG HUNT

APRIL 14TH - 7:30PM
REGISTRATION OPENS FEBRUARY 28TH

Join us for our first ever teen flashlight egg hunt event. Bring your flash light, find your eggs for your chance to win some cool prizes!

7:30 PM - Check In
8:00 PM - Rules & Guidelines
8:15 PM - Hunt Begins
8:45 PM - Raffle & Prizes
9:00 PM - Event Ends

\$5 REGISTRATION
\$10 ON SITE REGISTRATION

**BENNETT REC CENTER,
925 W. GRAND RIVER AVE.**



AGENDA ITEM

12

Howell Township
Invoice and Check Registers
As of 3/31/2022

INVOICE REGISTER REPORT FOR HOWELL TOWNSHIP

User: BRENT KILPELA
 DB: Howell Twp
 Vendor Description
 GL Distribution

Inv Num
 Inv Ref#
 Inv Date
 Entered By
 Due Date
 Inv Amt
 Amt Due
 Status
 Jrnlnzd Post Date

S6-79498												
20765	CUMMINS BRIDGEWAY, LLC MAIN HARNESS REPAIR 592-442-930.00	12/03/2021 BRENT KILPELA		03/09/2022	1,428.66	0.00	Paid	Y	03/01/2022			
7922												
20766	TRUE VALUE HARDWARE NOZZLE 592-442-956.00	02/28/2022 BRENT KILPELA		03/15/2022	8.99	0.00	Paid	Y	03/01/2022			
202164139451												
20767	CONSUMERS ENERGY 1222 PACKARD FEB 2022 592-442-922.00	02/17/2022 BRENT KILPELA		03/16/2022	1,148.42	0.00	Paid	Y	03/01/2022			
206435441275												
20768	CONSUMERS ENERGY 391 N BURKHART FEB 2022 592-442-922.00	02/16/2022 BRENT KILPELA		03/16/2022	15.00	0.00	Paid	Y	03/01/2022			
2/17/2022												
20769	CONSUMERS ENERGY 2571 OAKGROVE FEB 2022 592-442-922.00	02/17/2022 BRENT KILPELA		03/17/2022	102.12	0.00	Paid	Y	03/01/2022			
517540124102												
20770	AT&T 517 540-1241 FOR MAR 2022 592-442-850.00	02/22/2022 BRENT KILPELA		03/14/2022	134.40	0.00	Paid	Y	03/01/2022			
517540694702												
20771	AT&T 517 540-6947 FOR FEB 2022 592-442-850.00	02/22/2022 BRENT KILPELA		03/14/2022	77.46	0.00	Paid	Y	02/28/2022			
517540695202												
20772	AT&T 517 540-6952 FOR MARCH 2022 592-442-850.00	02/22/2022 BRENT KILPELA		03/14/2022	195.06	0.00	Paid	Y	03/01/2022			
517540696302												
20773	AT&T 517 540-6963 FOR MARCH 2022 592-442-850.00	02/22/2022 BRENT KILPELA		03/14/2022	240.47	0.00	Paid	Y	03/01/2022			
517546516002												
20774	AT&T 517 546-5160 FOR MARCH 2022 592-442-850.00	02/22/2022 BRENT KILPELA		03/14/2022	84.14	0.00	Paid	Y	03/01/2022			

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67730								
20775		ECONO PRINT 2022 ASSESSMENT NOTICES 101-209-726.00	02/28/2022 BRENT KILPELA	03/15/2022	638.76	0.00	Paid	Y 03/01/2022
		ASSESSING POSTAGE EXPENSE			638.76			
2/28/2022								
20776		JEAN GRAHAM CLERK/TWP EXPENSES 101-265-727.00 101-215-860.00	02/28/2022 BRENT KILPELA	03/14/2022	79.73	0.00	Paid	Y 03/01/2022
		TWP HALL KITCHEN/BATH SUPPLIES EXPENSE CLERK MILEAGE & EXPENSES			68.38 11.35			
5645								
20777		PERFECT MAINTENANCE MARCH 2022 101-265-775.00	02/26/2022 BRENT KILPELA	03/15/2022	175.00	0.00	Paid	Y 03/01/2022
		TWP HALL OFFICE CLEANING EXPENSE			175.00			
202876060098								
20778		CONSUMERS ENERGY FEB 2022 101-265-922.00	02/17/2022 BRENT KILPELA	03/17/2022	653.20	0.00	Paid	Y 02/28/2022
		TWP HALL NATURAL GAS EXPENSE			653.20			
3315250542								
20779		PITNEY BOWES GLOBAL FINANCIAL SERV. QTRLY RENTAL 12/30/21 - 3/29/22 101-265-930.01	02/24/2022 BRENT KILPELA	03/29/2022	384.57	0.00	Paid	Y 03/01/2022
		TWP HALL OFFICE EQUIPMENT & REPAIR			384.57			
2/22/2022								
20780		COMCAST MARCH 2022 101-265-850.00	02/22/2022 BRENT KILPELA	03/15/2022	425.07	0.00	Paid	Y 03/01/2022
		TWP HALL TELEPHONE EXPENSE			425.07			
2/28/2022								
20781		LIVINGSTON COUNTY TREASURER DOG LICENSES 701-000-238.00	03/01/2022 BRENT KILPELA	03/01/2022	32.00	0.00	Paid	Y 03/01/2022
		TRUST DUE TO COUNTY DOG LICENSE			32.00			
2/23/2022								
20782		LIVINGSTON COUNTY TREASURER MOBILE HOMES 701-000-239.00	02/23/2022 BRENT KILPELA	03/01/2022	762.50	0.00	Paid	Y 03/01/2022
		TRUST MOBILE HOME TAX PAYABLE			762.50			
212509								
20783		SPICER GROUP ENGINEERING STANDARDS FOR SANITARY 592-441-801.02	02/23/2022 BRENT KILPELA	03/23/2022	5,862.50	0.00	Paid	Y 03/01/2022
		UTILITY BILLING AUDITS/STUDIES EXPENSE			5,862.50			
150560912								
20784		AT&T WWTP MARCH 2022 592-442-850.00	02/19/2022 BRENT KILPELA	03/12/2022	250.02	0.00	Paid	Y 03/02/2022
		WWTP TELEPHONE EXPENSE			250.02			

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Inv Num	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
7952							
20785	TRUE VALUE HARDWARE FILTER 592-442-956.00	03/02/2022 BRENT KILPELA	03/15/2022	4.49	0.00	Paid	Y 03/02/2022
	WWTP MISCELLANEOUS EXPENSE			4.49			
3/3/2022							
20786	HOWELL PUBLIC SCHOOLS 2021 SUMMER TAXES 2/16/22 - 3/1/22 703-000-225.00	03/07/2022 BRENT KILPELA	03/07/2022	1,214.74	0.00	Paid	Y 03/07/2022
	TAX DUE TO HOWELL SCHLS DEBT SUMMER			1,214.74			
3/3/2022							
20787	HOWELL PUBLIC SCHOOLS 2021 SUMMER TAXES 2/16/22 - 3/1/22 703-000-225.01	03/07/2022 BRENT KILPELA	03/07/2022	3,520.87	0.00	Paid	Y 03/07/2022
	TAX DUE TO HOWELL SCHLS OPER SUMMER			3,520.87			
3/3/2022							
20788	LIVINGSTON COUNTY TREASURER 2021 SUMMER TAXES 2/16/22 - 3/1/22 703-000-228.01	03/07/2022 BRENT KILPELA	03/07/2022	2,793.40	0.00	Paid	Y 03/07/2022
	TAX DUE TO COUNTY SET SUMMER			2,793.40			
3/3/2022							
20789	LIV EDUC SERVICE AGENCY 2021 SUMMER TAXES 2/16/22 - 3/1/22 703-000-227.00	03/07/2022 BRENT KILPELA	03/07/2022	1,504.43	0.00	Paid	Y 03/07/2022
	TAX DUE TO LESA SUMMER			1,504.43			
3/3/2022							
20790	LIVINGSTON COUNTY TREASURER 2021 SUMMER TAXES 2/16/22 - 3/1/22 703-000-228.00	03/07/2022 BRENT KILPELA	03/07/2022	1,507.97	0.00	Paid	Y 03/07/2022
	TAX DUE TO COUNTY SUMMER			1,507.97			
3/2/2022							
20791	LIVINGSTON COUNTY TREASURER 2022 DRAINS AT LARGE 101-268-974.00	03/07/2022 BRENT KILPELA	03/07/2022	46,214.20	0.00	Paid	Y 03/07/2022
	TWP AT LARGE DRAIN EXPENSE			46,214.20			
3/2/2022							
20792	LIVINGSTON COUNTY TREASURER 2021 WINTER TAXES 2/16/22 - 3/1/22 703-000-228.90	03/07/2022 BRENT KILPELA	03/07/2022	5,331.92	0.00	Paid	Y 03/07/2022
	TAX DUE TO COUNTY WINTER			5,331.92			
3/2/2022							
20793	HOWELL PUBLIC SCHOOLS 2021 WINTER TAXES 2/16/22 - 3/1/22 703-000-225.91	03/07/2022 BRENT KILPELA	03/07/2022	17,169.26	0.00	Paid	Y 03/07/2022
	TAX DUE TO HOWELL SCHLS DEBT WINTER			17,169.26			
3/2/2022							
20794	HOWELL CARNEGIE LIBRARY 2021 WINTER TAXES 2/16/22 - 3/1/22 703-000-223.90	03/07/2022 BRENT KILPELA	03/07/2022	6,481.64	0.00	Paid	Y 03/07/2022
	TAX DUE TO HOWELL LIBRARY WINTER			6,481.64			

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3/2/2022	20795	03/07/2022 03/1/22 BRENT KILPELA	03/07/2022	1,804.95	0.00	Paid	03/07/2022
		2021 WINTER TAXES 2/16/22 - 3/1/22 BRENT KILPELA TAX DUE TO FOWL SCHLS DEBT WINTER		1,804.95			
3/2/2022	20796	03/07/2022 03/1/22 BRENT KILPELA	03/07/2022	252.37	0.00	Paid	03/07/2022
		2021 WINTER TAXES 2/16/22 - 3/1/22 BRENT KILPELA TAX DUE TO FOWL LIBRARY WINTER		252.37			
3/2/2022	20797	03/07/2022 03/1/22 BRENT KILPELA	03/07/2022	9,182.63	0.00	Paid	03/07/2022
		2021 WINTER TAXES 2/16/22 - 3/1/22 BRENT KILPELA TAX DUE TO HOWELL FIRE WINTER		9,182.63			
03/07/2022	20798	03/07/2022 03/07/2022	03/07/2022	23.50	0.00	Paid	03/07/2022
		SAMPEY DENNIS AND ELIZABETH 2021 Win Tax Refund 4706-29-301-19 BRENT KILPELA TAX DUE TO TAXPAYERS		23.50			
1551	20799	03/01/2022 03/01/2022	03/31/2022	5,242.50	0.00	Paid	03/07/2022
		FAHEY SCHULTZ BURZYCH RHODES PLC RAINBOW TWP AT LARGE LEGAL EXPENSE		5,242.50			
1552	20800	03/01/2022 03/01/2022	03/31/2022	4,397.50	0.00	Paid	03/07/2022
		FAHEY SCHULTZ BURZYCH RHODES PLC GENERAL TWP AT LARGE LEGAL EXPENSE		4,397.50			
1553	20801	03/01/2022 03/01/2022	03/31/2022	357.00	0.00	Paid	03/07/2022
		FAHEY SCHULTZ BURZYCH RHODES PLC OAKLAND TACTICAL TWP AT LARGE LEGAL EXPENSE		357.00			
200253425160	20802	02/28/2022 02/28/2022	04/11/2022	536.28	0.00	Paid	03/07/2022
		DTE ENERGY STREETLIGHTS TWP AT LARGE STREETLIGHT EXPENSE		536.28			
167714	20803	03/01/2022 03/01/2022	03/31/2022	390.00	0.00	Paid	03/07/2022
		ROCKET ENTERPRISES FLAG SERVICE TWP HALL GROUNDS EQUIP REPAIR EXPENSE		390.00			
3/3/2022	20804	03/03/2022 03/03/2022	03/25/2022	696.47	0.00	Paid	03/07/2022
		DTE ENERGY 2571 OAKGROVE MARCH 2022 592-442-920.00 WWTP ELECTRICITY EXPENSE		696.47			

INVOICE REGISTER REPORT FOR HOWELL TOWNSHIP

04/04/2022 04:23 PM
 User: BRENT KILPELA
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Inv Num	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
BSP20-0004							
20805	CROSSROADS DIGITAL OUTDOOR BD Bond Refund 101-000-203.00	03/07/2022 BRENT KILPELA BSP20-0004	03/14/2022	920.50	0.00	Paid	Y 03/07/2022
17							
20806	HURON CEMETERY MAINT INC O/C ROSEMARY WISMONT 101-000-642.01	02/16/2022 BRENT KILPELA GEN FUND GRAVE OPENINGS INCOME	03/16/2022	975.00	0.00	Paid	Y 03/09/2022
4112895500							
20807	CINTAS CORPORATION BLUE MATS 101-265-775.00	03/09/2022 BRENT KILPELA TWP HALL OFFICE CLEANING EXPENSE	03/09/2022	81.47	0.00	Paid	Y 03/09/2022
8017							
20808	TRUE VALUE HARDWARE PRIMER, CEMENT, FITTINGS 592-442-956.00	03/08/2022 BRENT KILPELA WWTP MISCELLANEOUS EXPENSE	03/09/2022	19.35	0.00	Paid	Y 03/09/2022
630062							
20809	KENNEDY INDUSTRIES INC SERVICE CALL STATION #8 592-442-930.00	03/07/2022 BRENT KILPELA WWTP EQUIPMENT REPAIR EXPENSE	04/07/2022	618.00	0.00	Paid	Y 03/09/2022
64001							
20810	MICRO WORKS COMPUTING, INC WINDOWS 11 GROUP POLICY 101-265-728.01	02/28/2022 BRENT KILPELA TWP HALL IT SUPPORT EXPENSE	03/20/2022	75.00	0.00	Paid	Y 03/09/2022
3/10/2022							
20811	DTE ENERGY MARCH 2022 101-265-920.00	03/10/2022 BRENT KILPELA TWP HALL ELECTRICITY EXPENSE	04/01/2022	414.21	0.00	Paid	Y 03/15/2022
3/10/2022							
20812	DTE ENERGY 1575 N BURKHART MARCH 2022 592-442-920.00	03/10/2022 BRENT KILPELA WWTP ELECTRICITY EXPENSE	04/01/2022	727.35	0.00	Paid	Y 03/15/2022
3/10/2022							
20813	DTE ENERGY 1034 AUSTIN CT MARCH 2022 592-442-920.00	03/10/2022 BRENT KILPELA WWTP ELECTRICITY EXPENSE	04/01/2022	322.44	0.00	Paid	Y 03/15/2022
3/10/2022							
20814	DTE ENERGY 3888 OAKGROVE MARCH 2022 592-442-920.00	03/10/2022 BRENT KILPELA WWTP ELECTRICITY EXPENSE	04/01/2022	92.83	0.00	Paid	Y 03/15/2022

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3/10/2022	20815	DTE ENERGY 1216 PACKARD MARCH 2022 592-442-920.00	03/10/2022 BRENT KILPELA WWTP ELECTRICITY EXPENSE	04/01/2022	199.02	0.00	Paid	Y 03/15/2022
03/10/2022	20816	DTE ENERGY 2559 W GRAND RIVER MARCH 2022 592-442-920.00	03/10/2022 BRENT KILPELA WWTP ELECTRICITY EXPENSE	04/01/2022	400.66	0.00	Paid	Y 03/15/2022
3/10/2022	20817	DTE ENERGY 1222 PACKARD DRIVE MARCH 2022 592-442-920.00	03/10/2022 BRENT KILPELA WWTP ELECTRICITY EXPENSE	04/01/2022	3,875.07	0.00	Paid	Y 03/15/2022
3/04/2022	20818	DTE ENERGY 391 N BURKHART MARCH 2022 592-442-920.00	03/04/2022 BRENT KILPELA WWTP ELECTRICITY EXPENSE	03/28/2022	84.47	0.00	Paid	Y 03/15/2022
3/10/2022	20819	DTE ENERGY 1009 N BURKHART MARCH 2022 592-442-920.00	03/10/2022 BRENT KILPELA WWTP ELECTRICITY EXPENSE	03/28/2022	162.35	0.00	Paid	Y 03/15/2022
212506	20820	SPICER GROUP BD Bond Refund 101-000-203.00	03/15/2022 BRENT KILPELA BSP20-0003	03/23/2022	12,319.75	0.00	Paid	Y 03/15/2022
2164359	20821	CARLISLE WORTMAN ASSOC, INC. BD Bond Refund 101-000-203.00	03/15/2022 BRENT KILPELA BSP22-0001	03/22/2022	1,107.50	0.00	Paid	Y 03/15/2022
2164358	20822	CARLISLE WORTMAN ASSOC, INC. GENERAL CONSULTATION 101-400-801.00	03/11/2022 BRENT KILPELA PLANNING-CONTRACTED PLANNER EXPENSE	04/11/2022	572.50	0.00	Paid	Y 03/15/2022
3/16/2022	20823	DTE ENERGY 271 E HIGHLAND MARCH 2022 592-442-920.00	03/16/2022 BRENT KILPELA WWTP ELECTRICITY EXPENSE	04/07/2022	54.24	0.00	Paid	Y 03/22/2022
3/14/2022	20824	DTE ENERGY 2700 TOOLEY RD MARCH 2022 592-442-920.00	03/14/2022 BRENT KILPELA WWTP ELECTRICITY EXPENSE	04/05/2022	346.62	0.00	Paid	Y 03/22/2022

04/04/2022 04:23 PM
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S6-83885 20825	CUMMINS BRIDGEWAY, LLC 391 BURKHART SERVICE CALL 592-442-801.00	02/25/2022 BRENT KILPELA WWTP CONTRACTED SERVICES EXPENSE	03/25/2022	753.98	0.00	Paid	Y 03/22/2022
8094 20826	TRUE VALUE HARDWARE FITTINGS 592-442-956.00	03/17/2022 BRENT KILPELA WWTP MISCELLANEOUS EXPENSE	04/15/2022	10.00	0.00	Paid	Y 03/22/2022
8079 20827	TRUE VALUE HARDWARE PIPE, FITTINGS, TAPE 592-442-956.00	03/16/2022 BRENT KILPELA WWTP MISCELLANEOUS EXPENSE	04/15/2022	53.79	0.00	Paid	Y 03/22/2022
3/16/2022 20828	US POSTMASTER PERMIT #100 592-441-726.00	03/16/2022 BRENT KILPELA UTILITY BILLING POSTAGE EXPENSE	04/01/2022	1,500.00	0.00	Paid	Y 03/22/2022
9896 20829	K & J ELECTRIC, INC SERVICE CALL 592-442-801.00	02/22/2022 BRENT KILPELA WWTP CONTRACTED SERVICES EXPENSE	03/23/2022	111.00	0.00	Paid	Y 03/22/2022
220375 20830	M & K JETTING AND TELEVISION CLEANED 4 LIFT STATIONS/2 MANHOLES 592-442-801.00	03/16/2022 BRENT KILPELA WWTP CONTRACTED SERVICES EXPENSE	04/16/2022	1,662.50	0.00	Paid	Y 03/22/2022
3/16/2022 20831	BRENT KILPELA ASSESSOR EXPENSES 101-209-860.00 101-247-703.00	03/16/2022 BRENT KILPELA ASSESSING MILEAGE & EXPENSES BOARD OF REVIEW SALARY	04/16/2022	59.35 15.21 44.14	0.00	Paid	Y 03/22/2022
64070 20832	MICRO WORKS COMPUTING, INC MICROSOFT 365 ISSUES 101-265-728.01	03/15/2022 BRENT KILPELA TWP HALL IT SUPPORT EXPENSE	04/04/2022	225.00	0.00	Paid	Y 03/22/2022
3/17/2022 20833	CAROL MAKUSHIK DEPUTY TREASURER EXPENSES 101-293-860.00 101-247-703.00	03/17/2022 BRENT KILPELA TREASURER MILEAGE & EXPENSES BOARD OF REVIEW SALARY	04/17/2022	63.88 37.79 26.09	0.00	Paid	Y 03/22/2022
INV-10466 20834	UTS ACCOUNTING DEPT SERVICE CALL 101-265-930.00	03/15/2022 BRENT KILPELA TWP HALL GROUNDS EQUIP REPAIR EXPENSE	03/30/2022	50.00	0.00	Paid	Y 03/22/2022

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0004459180							
20835	LIVINGSTON DAILY PRESS & ARGUS FEBRUARY PUBLICATIONS 101-247-900.00 101-101-900.00	03/01/2022 BRENT KILPELA BOARD OF REVIEW PRINTING & PUBL EXP TWP BOARD PRINT & PUBL EXPENSE	03/25/2022	420.00 240.00 180.00	0.00	Paid	Y 03/22/2022
BSP19-0005							
20836	EINSTEIN DOG TRAINING BD Bond Refund 101-000-203.00	03/22/2022 BRENT KILPELA BSP19-0005	03/29/2022	12.75 12.75	0.00	Paid	Y 03/21/2022
BSP21-0001							
20837	LARE ENTERPRISES FOWLERVILLE LLC BD Bond Refund 101-000-203.00	03/22/2022 BRENT KILPELA BSP21-0001	03/29/2022	2,076.25 2,076.25	0.00	Paid	Y 03/21/2022
630245							
20838	KENNEDY INDUSTRIES INC FLYGHY PUMP REPAIR 592-442-801.00	03/18/2022 BRENT KILPELA WWTP CONTRACTED SERVICES EXPENSE	04/17/2022	5,990.00 5,990.00	0.00	Paid	Y 03/22/2022
74683							
20839	INFRAMARK, LLC WWTP MARCH 2022 592-442-801.00	03/22/2022 BRENT KILPELA WWTP CONTRACTED SERVICES EXPENSE	04/22/2022	30,851.07 30,851.07	0.00	Paid	Y 03/23/2022
64083							
20840	MICRO WORKS COMPUTING, INC ANTI VIRUS RENEWAL 101-265-728.01	03/21/2022 BRENT KILPELA TWP HALL IT SUPPORT EXPENSE	04/10/2022	460.00 460.00	0.00	Paid	Y 03/23/2022
220391							
20841	M & K JETTING AND TELEVISION VACC'D & JET 3 MAN-HOLES, GRIT CHA 592-442-801.00	03/21/2022 BRENT KILPELA WWTP CONTRACTED SERVICES EXPENSE	04/20/2022	2,782.50 2,782.50	0.00	Paid	Y 03/24/2022
# of Invoices:	77	# Due:	0	Totals:	191,774.59	0.00	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	

Net of Invoices and Credit Memos: 191,774.59
C Agrees with Check Register BK

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 Amt Due
 Status
 Jrnlied Post Date

GL Distribution

Vendor	Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlied Post Date
101 - GENERAL FUND				79,326.97	0.00		
592 - SWR/WTR				60,865.44	0.00		
701 - TRUST & AGENCY				794.50	0.00		
703 - TAX FUND				50,787.68	0.00		
--- TOTALS BY FUND ---							
000 - OTHER				68,993.93	0.00		
101 - TOWNSHIP BOARD				180.00	0.00		
209 - ASSESSING				653.97	0.00		
215 - CLERK				11.35	0.00		
247 - BOARD OF REVIEW				310.23	0.00		
253 - TREASURER				37.79	0.00		
265 - TOWNSHIP HALL				3,401.90	0.00		
268 - TOWNSHIP AT LARGE				56,747.48	0.00		
400 - PLANNING COMMISSION				572.50	0.00		
441 - UTILITY BILLING				7,362.50	0.00		
442 - WWTP				53,502.94	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							

Check Date	Bank	Check	Vendor Name	Amount
Bank GEN GENERAL FUND CHECKING				
03/09/2022	GEN	101001739(E)	COMCAST	425.07
03/09/2022	GEN	101001740(E)	CONSUMERS ENERGY	653.20
03/09/2022	GEN	101001741(E)	DTE ENERGY	536.28
03/09/2022	GEN	18020	CINTAS CORPORATION	81.47
03/09/2022	GEN	18021	ECONO PRINT	638.76
03/09/2022	GEN	18022	FAHEY SCHULTZ BURZYCH RHODES PLC	9,997.00
03/09/2022	GEN	18023	JEAN GRAHAM	79.73
03/09/2022	GEN	18024	HURON CEMETERY MAINT INC	975.00
03/09/2022	GEN	18025	MICRO WORKS COMPUTING, INC	75.00
03/09/2022	GEN	18026	CROSSROADS DIGITAL OUTDOOR	920.50
03/09/2022	GEN	18027	PERFECT MAINTENANCE	175.00
03/09/2022	GEN	18028	PITNEY BOWES GLOBAL FINANCIAL SERV.	384.57
03/09/2022	GEN	18029	ROCKET ENTERPRISES	390.00
03/09/2022	GEN	18030	LIVINGSTON COUNTY TREASURER	46,214.20
03/23/2022	GEN	101001742(E)	DTE ENERGY	414.21
03/23/2022	GEN	18031	CARLISLE WORTMAN ASSOC, INC.	1,680.00
03/23/2022	GEN	18032	BRENT KILPELA	59.35
03/23/2022	GEN	18033	LIVINGSTON DAILY PRESS & ARGUS	420.00
03/23/2022	GEN	18034	CAROL MAKUSHIK	63.88
03/23/2022	GEN	18035	MICRO WORKS COMPUTING, INC	685.00
03/23/2022	GEN	18036	EINSTEIN DOG TRAINING	12.75
03/23/2022	GEN	18037	LARE ENTERPRISES FOWLerville LLC	2,076.25
03/23/2022	GEN	18038	SPICER GROUP	12,319.75
03/23/2022	GEN	18039	UTS ACCOUNTING DEPT	50.00

GEN TOTALS:

Total of 24 Checks:	79,326.97
Less 0 Void Checks:	0.00
Total of 24 Disbursements:	79,326.97

Bank T&A TRUST & AGENCY CHECKING

03/01/2022	T&A	3528	LIVINGSTON COUNTY TREASURER	32.00
03/01/2022	T&A	3529	LIVINGSTON COUNTY TREASURER	762.50

T&A TOTALS:

Total of 2 Checks:	794.50
Less 0 Void Checks:	0.00
Total of 2 Disbursements:	794.50

Bank TAX TAX CHECKING

03/07/2022	TAX	5667	FOWLerville DIST LIBRARY	252.37
03/07/2022	TAX	5668	FOWLerville SCHOOLS	1,804.95
03/07/2022	TAX	5669	HOWELL AREA FIRE AUTHORITY	9,182.63
03/07/2022	TAX	5670	HOWELL CARNEGIE LIBRARY	6,481.64
03/07/2022	TAX	5671	HOWELL PUBLIC SCHOOLS	1,214.74
03/07/2022	TAX	5672	HOWELL PUBLIC SCHOOLS	3,520.87
03/07/2022	TAX	5673	HOWELL PUBLIC SCHOOLS	17,169.26
03/07/2022	TAX	5674	LIV EDUC SERVICE AGENCY	1,504.43
03/07/2022	TAX	5675	SAMPEY DENNIS AND ELIZABETH	23.50
03/07/2022	TAX	5676	LIVINGSTON COUNTY TREASURER	2,793.40
03/07/2022	TAX	5677	LIVINGSTON COUNTY TREASURER	1,507.97
03/07/2022	TAX	5678	LIVINGSTON COUNTY TREASURER	5,331.92

TAX TOTALS:

Total of 12 Checks:	50,787.68
Less 0 Void Checks:	0.00
Total of 12 Disbursements:	50,787.68

Bank UTYCK UTILITY CHECKING

03/09/2022	UTYCK	2858	CUMMINS BRIDGEWAY, LLC	1,428.66
03/09/2022	UTYCK	2859	KENNEDY INDUSTRIES INC	618.00
03/09/2022	UTYCK	2860	SPICER GROUP	5,862.50
03/09/2022	UTYCK	2861	TRUE VALUE HARDWARE	32.83
03/09/2022	UTYCK	590003563(E)	AT&T	134.40
03/09/2022	UTYCK	590003564(E)	AT&T	77.46
03/09/2022	UTYCK	590003565(E)	AT&T	195.06
03/09/2022	UTYCK	590003566(E)	AT&T	240.47
03/09/2022	UTYCK	590003567(E)	AT&T	84.14
03/09/2022	UTYCK	590003568(E)	AT&T	250.02
03/09/2022	UTYCK	590003569(E)	CONSUMERS ENERGY	1,148.42

Check Date	Bank	Check	Vendor Name	Amount
03/09/2022	UTYCK	590003570 (E)	CONSUMERS ENERGY	15.00
03/09/2022	UTYCK	590003571 (E)	CONSUMERS ENERGY	102.12
03/09/2022	UTYCK	590003572 (E)	DTE ENERGY	696.47
03/24/2022	UTYCK	2862	CUMMINS BRIDGEWAY, LLC	753.98
03/24/2022	UTYCK	2863	INFRAMARK, LLC	30,851.07
03/24/2022	UTYCK	2864	K & J ELECTRIC, INC	111.00
03/24/2022	UTYCK	2865	KENNEDY INDUSTRIES INC	5,990.00
03/24/2022	UTYCK	2866	M & K JETTING AND TELEVISIONING	4,445.00
03/24/2022	UTYCK	2867	TRUE VALUE HARDWARE	63.79
03/24/2022	UTYCK	2868	US POSTMASTER	1,500.00
03/24/2022	UTYCK	590003573 (E)	DTE ENERGY	727.35
03/24/2022	UTYCK	590003574 (E)	DTE ENERGY	322.44
03/24/2022	UTYCK	590003575 (E)	DTE ENERGY	92.83
03/24/2022	UTYCK	590003576 (E)	DTE ENERGY	199.02
03/24/2022	UTYCK	590003577 (E)	DTE ENERGY	400.66
03/24/2022	UTYCK	590003578 (E)	DTE ENERGY	3,875.07
03/24/2022	UTYCK	590003579 (E)	DTE ENERGY	84.47
03/24/2022	UTYCK	590003580 (E)	DTE ENERGY	162.35
03/24/2022	UTYCK	590003581 (E)	DTE ENERGY	54.24
03/24/2022	UTYCK	590003582 (E)	DTE ENERGY	346.62

UTYCK TOTALS:

Total of 31 Checks: 60,865.44
Less 0 Void Checks: 0.00
Total of 31 Disbursements: 60,865.44

REPORT TOTALS:

Total of 69 Checks: 191,774.59
Less 0 Void Checks: 0.00
Total of 69 Disbursements: 191,774.59

*Agrees with Invoice
Res: Siler BK*