



CITY COUNCIL MEETING AGENDA
City Council Chambers, Lower Level – 7:00 P.M.
611 E. Grand River, Howell, MI 48843

Visit the City of Howell website at www.cityofhowell.org

Monday February 10, 2020

**COUNCIL -
MANAGER
GOVERNMENT**

Council members and
other officials normally
in attendance:

1. Dennis L. Perkins
City Attorney
2. Jan Lobur
Council Member
3. Randy Greene
Council Member
4. Michael Mulvahill
Council Member
5. Erv Suida
*Interim City
Manager*
6. Nick Proctor
Mayor
7. Jane Cartwright
City Clerk
8. Jeannette Ambrose
Council Member
9. Bob Ellis
Council Member
10. Steven L. Manor
Mayor Pro Tem

SEATING:

Above list arranged
according to seating
order; left to right.

1. Regular Meeting Called to Order
2. Pledge of Allegiance (all stand)
3. Approve Minutes:
 - A. January 27, 2020 Regular Meeting
 - B. February 5, 2020 Special Meeting
 - C. February 5, 2020 Executive Session
4. Citizens' Comments (items not on agenda)
5. Reports by Council Members Serving on Commissions
6. Council Correspondence:
 - A. Howell Area Parks & Recreation Authority, Smoke & Vape-Free Policy
 - B. United Way Day of Caring, Request for use of Howell City Park
7. Presentation – Michigan Association of Chiefs of Police, Howell Police Department Recognition of Accreditation
8. Discussion/Approval – Civic Event Applications:
 - A. Food Truck Tuesdays
 - B. Rock the Block
9. Discussion/Approval – Unsafe Building, 440 E. Livingston
10. Discussion/Approval – Resolution 20-04, Local Approval of Development District Liquor License, Coratti's on Grand, 316 East Grand River Avenue
11. Discussion/Approval – Ordinance 931, Standards for Private Water Wells
12. Discussion/Approval – Proposals for Surveying Work:
 - A. Barnard Building Property
 - B. 324 West Street Property
13. Discussion/Approval – Consent of Easement Holder, Diamond Chrome Restrictive Covenant

*Visitors are cordially invited to attend all meetings of the Council.
If you wish to address the Council, you will be recognized by the Mayor.
Please refer to the printed guidelines on the back of the agenda.*

February 10, 2020

14. Discussion/Approval – MDOT State Truckline Maintenance Contract
15. Discussion/Approval – 2020 Proposal for Lucy Road Monitoring & Sampling
16. Discussion/Approval – Resolution 20-05, Application for Waiver, Protecting Local Government Act
17. Approve payment of bills ending February 10, 2020 in the amount of \$766,579.94 and payroll to cover the period ending February 15, 2020
18. City Manager’s Report:
 - A. Response to Correspondence from Doug Heins regarding the relocation of the Howell Post Office
19. Old Business
20. New Business
21. Adjournment

Public Comment Guidelines

Members of the public are permitted to address a meeting of Council upon recognition by the Mayor. Each person shall begin by stating their name and address and shall be permitted to speak once on each agenda item for three (3) minutes. Agenda item 4 allows for Citizens’ Comments on any non-agenda item. Where the Agenda provides Public Hearing comment, each person addressing the Council shall be limited to five (5) minutes regarding the specific agenda Public Hearing item. The Mayor may allow additional time at his/her discretion.

All remarks shall be addressed to the Council as a body, and not to any member. No person, other than members of the Council and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Council. No questions shall be asked the Council Members, except through the Mayor. Any person making personal, impertinent or slanderous remarks, or who shall become boisterous, while addressing the Council, may be requested to leave the lectern.

Interested parties, or their authorized representatives, may address the Council by written communication in regard to any matter concerning the City’s business or over which the Council has control at anytime by direct mail or by addressing the City Clerk, and copies will be distributed to Council Members.

Regular Meeting of the Howell City Council
Monday January 27, 2020
Howell City Council Chambers – Lower Level
611 E. Grand River
Howell, Michigan 48843
517-546-3502

1. CALL TO ORDER

The regular meeting of the Howell City Council was called to order by Mayor Nick Proctor at 7:00 p.m.

Council Members Present: Jeannette Ambrose, Robert Ellis, Randy Greene, Jan Lobur, Michael Mulvahill, Steven Manor, and Mayor Nick Proctor.

Also Present: Interim City Manager Erv Suida, City Attorney Dennis Perkins and City Clerk Jane Cartwright.

Others in Attendance: Police Chief George Basar, Finance Director Catherine Stanislawski, DPW Operations Manager Mike Luce, WWTP Operations Manager Mike Spitler, IT Director Mike Pitera, Assessor Ashley Winstead, Alex Smith, Caron Davis, Tom Richardson, Dan Brockway, Doug Heins, Mike & Mary Nadeau, Jane Thierfeldt, Lynn Gates, Celeste Jeziorski, Mike Jeziorski, Jeff, Ken Needham, Eileen Zilch, Mason Burley, Patrick Burley, Christie & Chad Parkhurst.

2. PLEDGE OF ALLEGIANCE

3. APPROVED MINUTES

MOTION by Lobur, SUPPORT by Ellis, “To approve the minutes of the work session of the City Council held January 13, 2020.” MOTION CARRIED (7-0).

MOTION by Ellis, SUPPORT by Ambrose, “To approve the minutes of the regular meeting of the City Council held January 13, 2020.” MOTION CARRIED (7-0).

MOTION by Ellis, SUPPORT by Mulvahill, “To approve the minutes of the executive session of the City Council held January 13, 2020.” MOTION CARRIED (7-0).

4. CITIZENS COMMENTS

- Mason Burley, Boy Scout Troop 362, addressed the City Council stating he was working on his communications merit badge.

5. REPORTS – COUNCIL MEMBERS SERVING ON COMMISSIONS

- Member Lobur reported on the Planning Commission meeting held January 15, 2020. The Soapy Bucket Car Wash has opened; permits for Coratti’s Restaurant were pulled due to non-compliance however have been reinstated.

Held a public hearing on the City initiated revised Ordinance 929, Transitional Housing Facilities & Special Accommodation Use Standards. Representatives from the Fair Housing Center expressed concern that the proposed ordinance violates the Fair Housing Act. The Planning Commission referred the proposed ordinance to the City Council (refer to Item 7 A-C).

- Member Ellis reported on the Howell Area Parks & Recreation Authority meeting held January 21, 2020. The current officers will continue serving, and benefit levels for employees will also continue at the current rate. The three-year lease on the Teen Center building has expired; a month to month rental agreement is in place due to the increased cost and they are looking for an alternative site. The fiscal year ended with a 9% fund balance; reviewed participation levels for the year noting that 743 city residents participated in recreation programs.
- Member Manor reported on the SEMCOG Executive Committee meeting held January 24, 2020. Heard a presentation from the new director, as well as a presentation on outreach efforts to promote participation in the 2020 Census stressing that the data collected is confidential. Received Transportation Planning Process booklets dated January 2020 which were distributed to Council members; approved participation in a Southeast Michigan Eco System; and received a legislative update.
- Mayor Proctor reported on the Howell Area Fire Authority meeting held January 15, 2020. Adopted a resolution to exempt the Fire Authority from PA 152; approved budget amendments, and the purchase of portable radios and ten sets of turnout gear. The Awards Banquet is scheduled for January 29, 2020 at the Main Station.
- Mayor Proctor reported on the Livingston County Economic Development Council meeting held January 21, 2020. Heard a briefing from an executive at Lake Trust Credit Union on a new micro business purpose loan; reviewed the statistics for the top 3 industries in the County; and the new director of development for Ann Arbor Spark was announced.

6. COUNCIL CORRESPONDENCE:

- Sally Witt, Plowing of Grand River Sidewalks. Mayor Proctor reviewed the action of City Council to remove this service from the 2019/2020 budget.
- Doug Heins, Howell Post Office Relocation. Mayor Proctor indicated since this correspondence raises several legal questions, it is being reviewed by the City Attorney and Interim City Manager. Doug Heins, 212 Prospect, referenced a report from the Office of Inspector General as an addendum to his correspondence. Mr. Heins also suggested that Friday Packets sent to Council members be made public on the City website in the interest of transparency.
- Mary Nadeau, 310 Browning, presented signatures of Browning residents that do not want the post office to be relocated on Grand River.

7. INTRODUCED:

- A. Revised Ordinance 929, Transitional Housing Facilities & Special Accommodation Use Standards. Member Lobur introduced Ordinance 929, an

ordinance to amend the Howell Zoning Code to add regulations for transitional housing and special accommodation uses. Member Ellis expressed concern with paragraph (e)(2) on page 4, lines 40 & 41 (clean copy of the draft ordinance), “The intensity of the use (e.g., number of residents in the residential facility) shall be the minimum required in order to achieve feasibility of the use”, stating he felt it was unnecessarily restrictive. The Planning Commission referred Ordinance 929 back to the City Council without a recommendation. Mayor Proctor noted the ordinance was a Council decision.

- B. Revised Ordinance 930, Licensing of Transitional Housing. Member Ellis introduced Ordinance 930, an ordinance to provide regulations for the licensing and operation of Transitional Housing Facilities within the City of Howell in order to protect the public health, safety, and welfare of residents of the City of Howell and to provide penalties for violations thereof.
- C. Resolution 20-02, Establishment of Fees for Licensing of Transitional Housing Facilities. Member Lobur introduced Resolution 20-02, Establishment of Fees for Licensing of Transitional Housing Facilities.
- D. Ordinance 931, Standards for Private Water Wells. Member Ellis introduced Ordinance 931, an ordinance to amend the standards for private wells within the City of Howell. Council requested data on how many private wells are in the City and questioned the circumstances in which private wells could be maintained. Community Development Director Schmitt explained residents would have to connect to the City water service if their private well failed unless the existing well was more than 200 feet from a water service line.

8. APPROVED – RESOLUTION 20-03, BUDGET AMENDMENTS

MOTION by Ellis, SUPPORTED by Mulvahill, “To adopt Resolution 20-03, Budget Amendments.” Mayor Proctor referenced the discussion at the budget work session regarding operating under a balanced budget. Discussion followed on budget expenditures exceeding revenues. MOTION CARRIED (7-0).

9. APPROVED – PROFESSIONAL SERVICES PROPOSAL, SIGN ORDINANCE UPDATE

MOTION by Ellis, SUPPORT by Ambrose, “To accept the proposal from Carlisle Wortman Associates to update the City’s sign ordinance for a cost not to exceed \$6,820.” Community Development Director Schmitt noted the budgeted expenditure in the amount of \$3,500 did not include the downtown area since it was originally included in a separate project in the budget however the professional services line item has sufficient funds to cover this proposed expense. MOTION CARRIED (7-0).

10. APPROVED – 2020 SEMCOG MEMBERSHIP

MOTION by Manor, SUPPORT by Ellis, “To approve the 2020 SEMCOG membership dues in the amount of \$1,247.” Council referenced the 2% increase in cost for this membership; every professional service the City uses has also increased. MOTION CARRIED (7-0).

11. DISCUSSED – MARIJUANA UPDATE

Community Development Director Schmitt reported there are no other communities in Livingston County that have opted in. The regulatory framework has been finalized by the state and seems to be working. There is not a lot of revenue at the local level; a share of tax dollars only comes back to the local level if you opt in on dispensaries. Staff continues to get questions on this use. Discussion followed on looking at this topic in more detail to either sustain the opt out position or consider alternatives. Also discussed was the concern of being the first community in Livingston County to opt in, completion of a study on the affects in other communities, how the use will task the police department and may end up costing the City due to the limited revenue provided to administer the proposed use. Council requested the topic be brought back in late March for a more in-depth discussion.

13. APPROVED - PAYMENT OF BILLS

MOTION by Ellis, SUPPORT by Manor, “To approve the payment of bills ending January 27, 2020 in the amount of \$467,428.24 and payroll to cover the period ending February 1, 2020.” Member Ambrose questioned Progressive Sweeping and Psybus Consultants. Member Ellis questioned Kism, LLC. Member Lobur questioned the amount of money spent on Porta Johns. MOTION CARRIED (7-0).

14. BOARD/COMMISSION APPOINTMENT – SCOTT PATTON, BOARD OF REVIEW, TERM ENDING NOVEMBER 2021

MOTION by Manor, SUPPORT by Ambrose, “To approve the Mayor’s appointment of Scott Patton to fill the vacancy on the Board of Review for a term ending November 2021.” MOTION CARRIED (7-0).

15. CITY MANAGER’S REPORT:

- Mayor Proctor commended the DPW for their work on the clogged sewer line last week.
- The State has issued a press release announcing that Diamond Chrome Plating is no longer using TCE.
- The Drinking Water Revolving Fund (DWRF) and Sewer Revolving Fund (SRF) projects are moving forward. Advertisement for bids on the DWRF project will begin March 3, 2020. Projects for improvements to the City’s Water & Sewer systems were awarded these low interest loans and may also receive debt forgiveness. Pepsi & Marion Township are contributing to the SRF project.
- Staff has confirmed that the soil borings completed on the City owned property next to the Fire Station were completed by the U.S. Postal Service.
- The sewer backup that occurred near Howell High School on Grand River was a result of grease and non-flushables. The backup affected several units in Yorkshire apartments. All the commercial kitchens in the area will be visited.
- The Qualification Based Selection (QBS) issued for the downtown parking study is due February 11, 2020.

- The City Manager position was posted; MML will accept applications through February 28, 2020.
- A meeting will be held in the next couple weeks to finalized plans for the Grand River resurfacing project (drive lanes and ADA improvements) from M-59 to National Street. The MDOT project is scheduled to start in June.

16. OLD BUSINESS

- Member Mulvahill questioned the status of the gas station at 401 E. Grand River. Interim City Manager Suida indicated the dumpster enclosure was completed however they are not going to meet their January 31st deadline. LARA has some concerns with the underground storage tanks.
- Mayor Proctor questioned the status of Grand River street lights in town; individual lights are also out on Michigan and near the boat launch. Interim City Manager Suida noted it was discovered that MDOT drilled through the lines while installing signs. DTE is slowly making repairs.
- Mayor Proctor questioned the replacement of the pedestrian crossing sign on N. Michigan. DPW Operations Manager Luce indicated it will be replaced in the spring after the plowing season is over.
- Member Mulvahill inquired if the resident from the last meeting followed up with staff on parking options for downtown residents.
- Lynn Gates, 316 Browning, requested the research completed on other properties suggested as possible sites for relocation of the post office. City Attorney Perkins stated the U.S. Postal Service would be the entity completing that research.
- Mayor Proctor questioned the status of 504 N. Court. City Attorney Perkins indicated he has received a scheduling order and the case is moving forward.

17. NEW BUSINESS

- Member Manor referenced his conversation with Interim City Manager Suida regarding a request from a Victoria Park resident to improve the walking path behind their complex.
- Ken Needham stated he requested an appeal relating to the notice of unsafe building for 440 E. Livingston. City Attorney Perkins explained that the hearing was postponed due to the delay in serving the notice to the co-owner of the property.

18. ADJOURN

MOTION by Manor, SUPPORT by Ellis, "To adjourn the regular meeting of the City Council at 8:29 p.m." MOTION CARRIED (7-0).

Nick Proctor, Mayor

Jane Cartwright, City Clerk

**Special Meeting of the Howell City Council
Wednesday February 5, 2020
Howell City Council Chambers – Lower Level
611 E. Grand River Ave.
Howell, Michigan 48843
517-546-3502**

1. The special meeting of the Howell City Council was called to order by Mayor Nick Proctor at 6:00 p.m.

Council Members Present: Jeannette Ambrose, Bob Ellis, Randy Greene, Jan Lobur, Steven Manor, Michael Mulvahill, and Mayor Nick Proctor.

Also Present: Interim City Manager Erv Suida, City Clerk Jane Cartwright, City Attorney Dennis Perkins, Attorney Carol Rosati, Richard Carlisle, Community Development Director Tim Schmitt.

The Special Meeting was scheduled to consider convening an executive session to discuss pending litigation, Amber Reineck House v City of Howell Case No. 20-10203 in accordance with the Open Meetings Act, MCL 15.286(e).

2. **CITIZEN'S COMMENTS**
None.

3. **EXECUTIVE SESSION – PENDING LITIGATION**

6:00 p.m. MOTION by Ellis, SUPPORT by Mulvahill, “To adjourn to Executive Session to discuss pending litigation in the case of Amber Reineck House v City of Howell Case No. 20-10203”. A roll call vote was taken. Greene – yes, Mulvahill – yes, Ambrose – yes, Ellis – yes, Manor – yes, Lobur – yes, Proctor – yes. MOTION CARRIED (7-0).

6:59 p.m. MOTION by Manor, SUPPORT by Mulvahill, “To reconvene the special meeting.” MOTION CARRIED (7-0).

4. **ADJOURNMENT**

MOTION by Manor, SUPPORT by Ellis, “To adjourn the special meeting at 6:59 p.m. MOTION CARRIED (7-0).

Nick Proctor, Mayor

Jane Cartwright, City Clerk

NOTES



925 W. Grand River Ave.
Howell, Michigan 48843
517.546.0693
517.546.6018 Fax
www.howellrecreation.org

"Communities coming together to enrich lives by promoting active and healthy lifestyles"

To: Mayor Proctor and City Council Members

From: Tim Church – Executive Director – Howell Area Parks & Recreation Authority

Subject: Smoke and Vape-Free Policy

Date: February 3, 2020

This year our preschool license at the Bennett Recreation Center is up for renewal. A new section to the licensing procedure is that we have a posted sign stating "This facility and its surrounding premise are a smoke/ vape free zone during preschool hours of operation." We are running into more and more issues with liter from cigarettes and dealing with more vaping products at our facility. The problems occur during all hours of operation and more during our rentals on the weekend. My request of council is to adopt this correspondence that will make the Bennett Recreation Center to be a permanently smoke/vape free zone annually. This will help us comply with the licensing change and to keep our facility cleaner and more inviting for our community members.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tim Church', is written over the word 'Sincerely,'.

Tim Church
Executive Director
Howell Area Parks & Recreation Authority

EXECUTIVE COMMITTEE

President

Brian Jonckheere

Vice President

Jeff Blagg

Secretary/Treasurer

Gregory Clum

Past President

Steve Williams

Community Investments

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Teresa Plummer

Melissa Schwartz

Jeff Warder

ETHICS OFFICER

Darlene McManus

LEGAL COUNSEL

Athena Bacalis

EXECUTIVE DIRECTOR

Anne Rennie

February 4, 2020

Ervin Suida

Interim City Manager

Members of the Howell City Council

City of Howell

611 E. Grand River Avenue

Howell, MI 48843

Dear Manager Suida and Howell City Council Members,

The City of Howell has been a long-time partner to the Livingston County United Way's Day of Caring, both in sponsorship support, as well as volunteer support. We value this partnership tremendously!

In the past, the City of Howell has been one of the sponsors that helped by donating the use of the Howell City Park for the nearly 1,700 volunteers who are involved with this one-day community improvement blitz. We are hoping that you will once again provide this valuable support for this year's Day of Caring being held on Wednesday, June 17.

Our goal with the Day of Caring is to help our seniors and disabled friends retain their independence, provide food for families, assist area nonprofits with client and organizational support, and improve the overall quality of life for many in our community.

We appreciate your consideration for support and will be sure to give the City of Howell high visibility in our Day of Caring marketing, on the volunteer t-shirts, and inclusion in our social media plans.

I invite you to contact me via phone at 810-533-1475 or email at lcdayofcaring@gmail.com should you have any questions. Thank you for your consideration.

Sincerely,

Diane N. Duncan

Diane N. Duncan

Coalition Coordinator

cc: Tim Church, Howell Parks & Recreation



CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: ERVIN SUIDA, INTERIM CITY MANAGER
DATE: FEBRUARY 3, 2020
RE: POLICE DEPARTMENT ACCREDITATION

After many years of hard work, training, professionalism and dedication to the community, we are honored to welcome several representatives from the Michigan Association of Chiefs of Police (MACP) to officially recognize the City of Howell Police Department as a full law enforcement accredited agency. Executive Director Bob Stevenson, Director of Professional Development Accreditation Director Neal Rossow and President Terry McDonnell (East Jordan Police Chief) will be in attendance to make the presentation. Staff also anticipates representatives from our State Representatives, State Senator and Representative Elissa Slotkin's office.

The Howell Police Department is the first accredited agency in Livingston County and one of only 20 accredited departments within the State of Michigan. The City of Howell has a lot to be proud of as this distinguished achievement acknowledges the high level of exceptionalism in the operations of our entire Police Department. This is a highlight for our Police Department and very proud moment for our Community.

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: JANE CARTWRIGHT, CITY CLERK
DATE: FEBRUARY 5, 2020
RE: CIVIC EVENT APPLICATION, FOOD TRUCK TUESDAYS

Attached is the completed Civic Event application filed by Howell Main Street Inc. for Food Truck Tuesdays scheduled for May 12, June 9, July 14, and August 11, 2020. Staff has reviewed the application and their comments are attached.

Food Truck Tuesdays is a recurring non-profit event. In compliance with the revised Civic Event Policy, the sponsoring organization will be billed 50% of the cost for city services.

ACTION REQUESTED:

A motion to approve the Civic Event application submitted by Howell Main Street Inc. for Food Truck Tuesdays scheduled for May 12, June 9, July 14, and August 11, 2020 incorporating staff comments and contingent upon receipt of certificate of insurance.

REVIEWED & APPROVED FOR SUBMISSION:



Ery Suida, Interim City Manager

**CITY OF HOWELL
CIVIC EVENT APPLICATION
STAFF RECOMMENDATIONS & COMMENTS**

EVENT TITLE: **FOOD TRUCK TUESDAYS**

Public Services: **Mike Luce**

Comments: Approved with comment. The DPW cost for 2019 was \$3,407.69 for all 4 events (including the carpet placement). The Grand River resurfacing project scheduled for this summer may impact this event.

Police: **Scott Mannor**

Comments: Approved without comment.

Fire: **Jamil Czubenko**

Comments: Approved with comment.
1. Each food truck/vendor shall submit a new application for Mobile Food Vendor to the Fire Department prior to the event and will be inspected prior to their opening the days of the event.
2. Mobile Food Vendors need to only apply once per calendar year, but may be subject to inspections during their repeated attendance.

Community Development: **Tim Schmitt**

Comments: Approved with comment. All Food Trucks shall comply with Fire and Health Department requirements.

CITY OF HOWELL

CIVIC EVENT APPLICATION

Complete and return this application to the City Clerk's Office
 Please refer to the Civic Event Policy for application deadlines
 *** A new application must be submitted each year.

***** FEES FOR CITY SERVICES WILL BE ASSESSED AT A MINIMUM OF 50% OF THE COST FOR ALL EVENTS**

EVENT		
Event Name:	Food Truck Tuesdays	
Event Purpose:	Placemaking project attracting people to downtown and marketing downtown as an everyday destination	
SPONSORING ORGANIZATION INFORMATION		
Legal Business Name:	Howell Main Street Inc.	
<input checked="" type="checkbox"/> Non-Profit	<input type="checkbox"/> For Profit	<input type="checkbox"/> City Operated/Sponsored <input type="checkbox"/> Co-Sponsored
Address:	118 W. Clinton St	City: Howell State/Zip: 48843
Mailing Address:	Same	City: State/Zip:
Telephone:	517-545-4240	Email Address: klitwin@downtownhowell.org
Contact Name:	Kate Litwin	Title: Chief Operating Officer
Telephone:	517-540-6717	Cell Phone: 248-921-7253 Email Address: klitwin@downtownhowell.org
CONTACT PERSON ON DAY OF EVENT		
Name:	Kate Litwin	Title: C.O.O.
Address:	118 W. Clinton St	City: Howell
Telephone:	517-540-6717	Cell Phone: 248-921-7253 Email Address: klitwin@downtownhowell.org
TYPE OF EVENT (Check One)		
<input type="checkbox"/> Marathon/Race	<input type="checkbox"/> Block Party	<input type="checkbox"/> Political or Ballot Issue Event <input type="checkbox"/> Video or Film Production
<input type="checkbox"/> Festival/Fair	<input type="checkbox"/> Wedding	<input checked="" type="checkbox"/> Other (describe) <u>Lunchtime food event</u>
EVENT INFORMATION		
Event Date(s):	May 12, June 9, July 14, August 11	
Rain Date(s):	None	
Event Location(s):	Grand River Ave. in front of the County Courthouse Describe & Attach Map	
Event Hours(s):	11:00 a.m.-2:00 p.m.	
Estimate date/time for set up:	9:30 a.m. - 10:30 a.m. each event day	
Estimate date/time for clean up:	2:00 p.m. -3:00 p.m. each event day	
Describe set up and clean up procedures:	Set-up consists of blocked off parking spaces as outline on the attached map. Courthouse will be used as usual May, June, July, and August unless impacted by construction. If site is not usable, alternate game plan is to move event to N. Chestnut St. by the Library.	

EVENT INFORMATION (Continue)

Estimated Attendance: 2000 over the course of the season

Describe crowd control plans for this event: Large public spaces were selected to accommodate crowds, especially families and co-workers looking to dine on the grounds of the courthouse and library lawn.

Describe the Civic Event's impact on adjacent commercial and residential property:

Over the past years, Food Truck Tuesdays have resulted in some of the largest sales day for our downtown businesses, including restaurants and breweries.

Will sidewalks be used? YES NO *If yes, include a detailed map outlining the proposed sidewalk use.*

Describe sidewalk use: Typical sidewalk use to and from the event

Will street closures be necessary? YES NO

If yes, include a detailed map including road closures and emergency vehicle access.

Describe street closures:

Street closed: date/time:

Street re-open: date/time:

If the proposed event is a parade, list the point of origin, path, termination point and the number of entries.

Will parking lot closures be necessary? YES NO

If yes, include a detailed map indicating proposed closures.

Parking lot(s) location:

Parking lot(s) closed: date/time:

Parking lot(s) re-open: date/time:

What parking arrangements are proposed to accommodate attendance?

Will music be provided/included during the event? YES NO ***Music must conform to City Ordinance.***

Describe type of music proposed: Live Amplification Recorded Loudspeakers

Proposed time music will begin:

Proposed time music will end:

Proposed location of live band/disc jockey/loudspeakers/equipment:

Describe noise control:

EVENT INFORMATION (Continue)

Will the event require the use of any of the following municipal equipment? YES NO

- Barricades Quantity:
- Traffic Cones Quantity: Roughly 5-8 as needed to block off parking spaces in front of the Courthouse
- Other (describe) Quantity: Equipment & crew to move flying carpet to the Courthouse the morning of the event, to be picked up in the evening or next day.

Will the following be constructed or located in the event area?

No stakes of any kind allowed on asphalt.

- | | | | |
|------------------------------------|-----------|--|-------------|
| <input type="checkbox"/> Booths: | Quantity: | <input checked="" type="checkbox"/> Tables: Supplied by County | Quantity: 8 |
| <input type="checkbox"/> Tents: | Quantity: | <input type="checkbox"/> Rides: | Quantity: |
| <input type="checkbox"/> Awnings: | Quantity: | <input type="checkbox"/> Other (describe) | Quantity: |
| <input type="checkbox"/> Canopies: | Quantity: | <input type="checkbox"/> *Portable Toilets: | Quantity: |

*May be required depending on event

You must attach a plan of the proposed layout. Include the proposed location of booths, tents, tables, rides, routes, portable toilets, etc.

Will the event have kiddie rides, inflatables, (i.e. moonwalk), amusement rides, climbing walls, live animals, etc.?

YES NO *If yes, additional insurance coverage will be required.*

If yes, describe in detail the types of attractions proposed:

Will electric services be needed? YES NO If yes, describe in detail.

Will other utilities be needed? YES NO If yes, describe in detail.

Will other City facilities be needed? YES NO If yes, describe in detail.

Will the event have food, beverage or concessions? YES NO *If yes, please attach copy of valid Food License*

Describe:

Do you plan to have alcohol served at this event? YES NO *If yes, Liquor Liability Insurance is required, as well as a Special License from the Michigan Liquor Control Commission*

If yes, describe measures to be taken to prohibit the sale of alcohol to minors.

Do you plan to have special event signs? YES NO *Signs must conform to City ordinance.*

Describe signs proposed locations, etc. One A-frame sign with Food Truck Tuesday and Flying Carpet information only

APPLICATION CHECK LIST (failure to provide necessary documentation will delay application review and approval)

I have attached the following items:

- Completed Application
- Event Map (include detailed event layout and boundaries for all activities)
- Detailed Plan showing road closures, sidewalk uses, etc.
- Certificate of Insurance and Indemnification (due to City Clerk's Office 30 days prior to first day of event)
- Event Signage (description & location)
- Schedule of activities for event
- Driver's License of Applicant

If document is missing, please explain: Will provide insurance information within 30 days of event

The applicant and sponsoring organization understands and agrees to:

Provide a certificate of insurance with all coverages deemed necessary for the event, name the City of Howell as an additional insured on all applicable policies, and submit the certificate to the City Clerk's Office no later than thirty (30) days prior to the event.

Execute the attached Indemnification Agreement on the **sponsoring organizations letterhead** and submit it to the City Clerk's Office at the time of application.

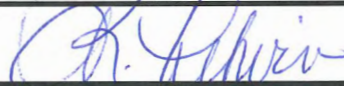
Comply with all City and County ordinances, policies and applicable State & Federal laws, and acknowledges that the Civic Event permit does not relieve the applicant or sponsoring organization from meeting any application requirements of law or other public bodies or agencies. All sponsors are required to comply with the Americans with Disabilities Act when applicable. The ADA does not require the City of Howell to take any action that would fundamentally alter the nature of its services, programs, activities, and facilities, or impose undue financial or administrative burden.

Promptly pay any billing for City services which may be rendered or deemed necessary as part of the event and event approval. **For new events, a 75% deposit of estimated fees are required 30 days before the event.**

Applicant and sponsoring organization further understands the approval of this civic event may include additional requirements and/or limitations based on the City's review of this application, in accordance with the City's Civic Event Policy. The applicant and sponsoring organization understands that it may be necessary to meet with City staff during the review of this application and the City Council approval will be necessary. The applicant agrees the sponsoring organization will operate the event in conformance with the written approval.

Applicant understands that he/she (or the sponsoring organization) is responsible for contacting the Michigan Liquor Control Commission and or the Livingston County Health Department to secure any and all permits required for this event.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of the Civic Event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.


Applicant Signature 	Date <u>1/28/2020</u>
Complete this application and return it, along with all required documentation, to the City Clerk's Office prior to the application deadline. Please note that a new application must be submitted each year.	Application Receipt Date <u>1/28/2020</u>

INDEMNIFICATION AGREEMENT

The Howell Main Street Inc. (*event sponsor*) agrees to defend, indemnify, and hold harmless the City of Howell, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Food Truck Tuesdays (*event name*) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Howell or by third parties, or by the agents, servants, employees or factors of any of them.

Signature  Date 1/28/2020

Printed Name Kate Litwin Title C.O.O.

Witness  Date 1/28/2020

Printed Name Shannon Harvey

Map of Parking Spaces to be Blocked for Food Truck Tuesdays



X = Spaces to be blocked off for Food Trucks

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: JANE CARTWRIGHT, CITY CLERK
DATE: FEBRUARY 5, 2020
RE: CIVIC EVENT APPLICATION, ROCK THE BLOCK


Attached is the completed Civic Event application filed by Howell Main Street Inc. for Rock the Block scheduled for June 3, July 1 & August 5, 2020. Staff has reviewed the application and their comments are attached.

Rock the Block is a reoccurring non-profit event. In compliance with the revised Civic Event Policy, the sponsoring organization will be billed 50% of the cost for city services.

ACTION REQUESTED:

A motion to approve the Civic Event application submitted by Howell Main Street Inc. for Rock the Block scheduled for June 3, July 1 & August 5, 2020 incorporating staff comments and contingent upon receipt of certificate of insurance; and to authorize amplified music under Section 652.06(c)(5) for the event ending at 9:00 p.m.

REVIEWED & APPROVED FOR SUBMISSION:

A handwritten signature in black ink, appearing to read 'E. Suida', is written over a horizontal line.

Erv Suida, Interim City Manager

**CITY OF HOWELL
CIVIC EVENT APPLICATION
STAFF RECOMMENDATIONS & COMMENTS**

EVENT TITLE: **ROCK THE BLOCK**

Public Services: **Mike Luce**

Comments: Approved with comment. The DPW cost for the 2019 events was \$1,003.17. The Grand River resurfacing project scheduled for this summer may impact these events.

Police: **Scott Mannor**

Comments: Approved without comment.

Fire: **Jamil Czubenko**

Comments: Approved with comment. Each food truck/vendor shall submit an application for Mobile Food Vendor to the Fire Department prior to the event and will be inspected prior to their opening the days of the event.

Community Development: **Tim Schmitt**

Comments: Approved with comment. City Council should authorize amplified music under Section 652.06 (c)(5) for the event, ending at 9:00 pm.

RECEIVED

JAN 27 2020

CITY OF HOWELL

CITY OF HOWELL
CIVIC EVENT APPLICATION

Complete and return this application to the City Clerk's Office
Please refer to the Civic Event Policy for application deadlines
*** A new application must be submitted each year.

*** FEES FOR CITY SERVICES WILL BE ASSESSED AT A MINIMUM OF 50% OF THE COST FOR ALL EVENTS

EVENT

Event Name: Rock the Block

Event Purpose: Placemaking event to bring residence and visitors to downtown

SPONSORING ORGANIZATION INFORMATION

Legal Business Name: Howell Main Street Inc.

Non-Profit For Profit City Operated/Sponsored Co-Sponsored

Address: 118 W Clinton Street City: Howell State/Zip: MI

Mailing Address: Same City: State/Zip:

Telephone: 517 540 6717 Email Address: clark@aberrantales.com

Contact Name: Clark Gill Title:

Telephone: 313 475 5283 Cell Phone: 313 475 5283 Email Address: clark@aberrantales.com

CONTACT PERSON ON DAY OF EVENT

Name: Clark Gill Title: Board Member

Address: 219 W Grand River City: Howell

Telephone: 517 518 8699 Cell Phone: 313 475 5283 Email Address: clark@aberrantales.com

TYPE OF EVENT (Check One)

Marathon/Race Block Party Political or Ballot Issue Event Video or Film Production
Festival/Fair Wedding Other (describe)

EVENT INFORMATION

Event Date(s): June 3rd; July 1st; August 5th

Rain Date(s): N/A

Event Location(s): Describe & Attach Map State Street between Clinton and Grand River (See Attached)

Event Hours(s): 6pm-9pm

Estimate date/time for set up: All dates - 10 am

Estimate date/time for clean up: All dates -11pm

Describe set up and clean up procedures:

State street would be closed day of the event from 10am -11pm. Street will be bicycle barricaded off, allowing only one entry and exit point. Tents and staging will be set up to allow for bands, portable toilets will be placed on the street, and space will be allocated for food trucks.

EVENT INFORMATION (Continue)

Estimated Attendance: 400

Describe crowd control plans for this event:

Street will be completely barricaded off to control attendees, and volunteers will manage all entry and exit points.

Describe the Civic Event's impact on adjacent commercial and residential property:

Adjacent business will lose street parking for the day, but will gain the economic impact of the increased foot traffic !

Will sidewalks be used? YES NO *If yes, include a detailed map outlining the proposed sidewalk use.*

Describe sidewalk use:

Will street closures be necessary? YES NO

If yes, include a detailed map including road closures and emergency vehicle access.

Describe street closures:

State Street between Clinton and Grand River

Street closed: date/time: 10am

Street re-open: date/time: 11pm

If the proposed event is a parade, list the point of origin, path, termination point and the number of entries.

Will parking lot closures be necessary? YES NO

If yes, include a detailed map indicating proposed closures.

Parking lot(s) location:

Parking lot(s) closed: date/time:

Parking lot(s) re-open: date/time:

What parking arrangements are proposed to accommodate attendance?

Will music be provided/included during the event? YES NO *Music must conform to City Ordinance.*

Describe type of music proposed: Live Amplification Recorded Loudspeakers

Proposed time music will begin: 6pm

Proposed time music will end: 9pm

Proposed location of live band/disc jockey/loudspeakers/equipment:

Stage will be on the north end of State Street with music being amplified towards Grand River

Describe noise control:

Will comply with city noise ordinance

EVENT INFORMATION (Continue)

Will the event require the use of any of the following municipal equipment? YES NO

- Barricades Quantity: 2
- Traffic Cones Quantity:
- Other (describe) Quantity:

Will the following be constructed or located in the event area?

No stakes of any kind allowed on asphalt.

- | | | | |
|--|-----------|--|--------------|
| <input type="checkbox"/> Booths: | Quantity: | <input checked="" type="checkbox"/> Tables: | Quantity: 12 |
| <input checked="" type="checkbox"/> Tents: 4 | Quantity: | <input type="checkbox"/> Rides: | Quantity: |
| <input type="checkbox"/> Awnings: | Quantity: | <input type="checkbox"/> Other (describe) | Quantity: |
| <input type="checkbox"/> Canopies: | Quantity: | <input checked="" type="checkbox"/> *Portable Toilets: | Quantity: 2 |

*May be required depending on event

You must attach a plan of the proposed layout. Include the proposed location of booths, tents, tables, rides, routes, portable toilets, etc.

Will the event have kiddie rides, inflatables, (i.e. moonwalk), amusement rides, climbing walls, live animals, etc.?

- YES NO *If yes, additional insurance coverage will be required.*

If yes, describe in detail the types of attractions proposed:

Will electric services be needed? YES NO If yes, describe in detail.

Temporary panel will be used for sound equipment, powered by the city power supply located on state street

Will other utilities be needed? YES NO If yes, describe in detail.

Will other City facilities be needed? YES NO If yes, describe in detail.

Will the event have food, beverage or concessions? YES NO *If yes, please attach copy of valid Food License*

Describe:

County registered and compliant food trucks will be sourced for food, and local business will be sourced for alcoholic beverage sales

Do you plan to have alcohol served at this event? YES NO *If yes, Liquor Liability Insurance is required, as well as a Special License from the Michigan Liquor Control Commission*

If yes, describe measures to be taken to prohibit the sale of alcohol to minors.

ID checks verifying age, wristbands and ticket sales will be used to screen those wishing to purchase alcohol

Do you plan to have special event signs? YES NO *Signs must conform to City ordinance.*

Describe signs proposed locations, etc.

APPLICATION CHECK LIST (failure to provide necessary documentation will delay application review and approval)

I have attached the following items:

- Completed Application
- Event Map (include detailed event layout and boundaries for all activities)
- Detailed Plan showing road closures, sidewalk uses, etc.
- Certificate of Insurance and Indemnification (due to City Clerk's Office 30 days prior to first day of event)
- Event Signage (description & location)
- Schedule of activities for event
- Driver's License of Applicant

If document is missing, please explain:

The applicant and sponsoring organization understands and agrees to:

Provide a certificate of insurance with all coverages deemed necessary for the event, name the City of Howell as an additional insured on all applicable policies, and submit the certificate to the City Clerk's Office no later than thirty (30) days prior to the event.

Execute the attached Indemnification Agreement on the **sponsoring organizations letterhead** and submit it to the City Clerk's Office at the time of application.


Comply with all City and County ordinances, policies and applicable State & Federal laws, and acknowledges that the Civic Event permit does not relieve the applicant or sponsoring organization from meeting any application requirements of law or other public bodies or agencies. All sponsors are required to comply with the Americans with Disabilities Act when applicable. The ADA does not require the City of Howell to take any action that would fundamentally alter the nature of its services, programs, activities, and facilities, or impose undue financial or administrative burden.

Promptly pay any billing for City services which may be rendered or deemed necessary as part of the event and event approval. For new events, a 75% deposit of estimated fees are required 30 days before the event.

Applicant and sponsoring organization further understands the approval of this civic event may include additional requirements and/or limitations based on the City's review of this application, in accordance with the City's Civic Event Policy. The applicant and sponsoring organization understands that it may be necessary to meet with City staff during the review of this application and the City Council approval will be necessary. The applicant agrees the sponsoring organization will operate the event in conformance with the written approval.


Applicant understands that he/she (or the sponsoring organization) is responsible for contacting the Michigan Liquor Control Commission and or the Livingston County Health Department to secure any and all permits required for this event.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of the Civic Event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.

Applicant Signature 	Date <u>1/29/2020</u>
Complete this application and return it, along with all required documentation, to the City Clerk's Office prior to the application deadline. Please note that a new application must be submitted each year.	Application Receipt Date

INDEMNIFICATION AGREEMENT

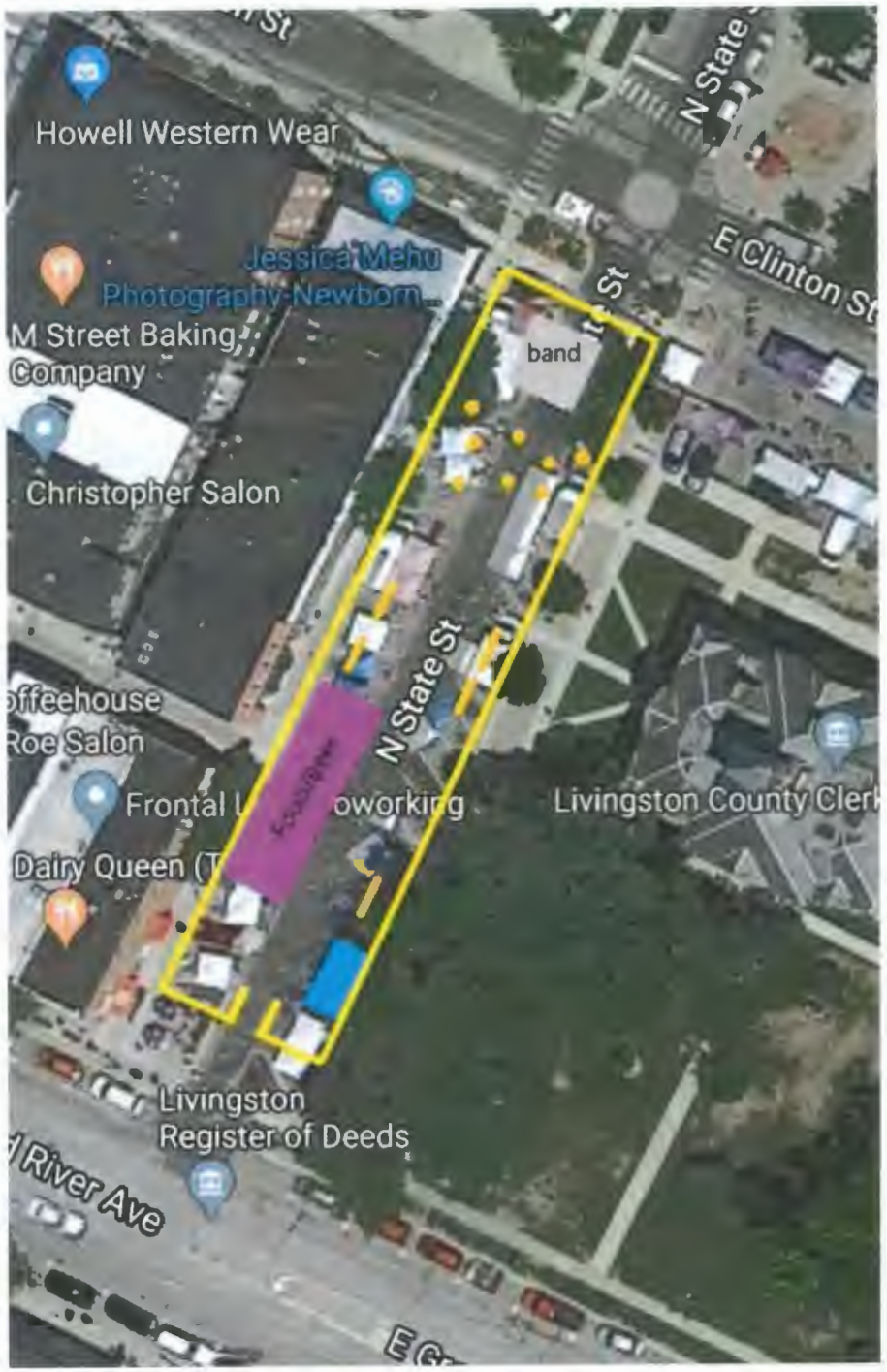
The Howell Main Street Inc. (*event sponsor*) agrees to defend, indemnify, and hold harmless the City of Howell, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Rock the Block (*event name*) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Howell or by third parties, or by the agents, servants, employees or factors of any of them.

Signature  Date 1/27/2020

Printed Name CLARK GILL Title BOARD MEMBER

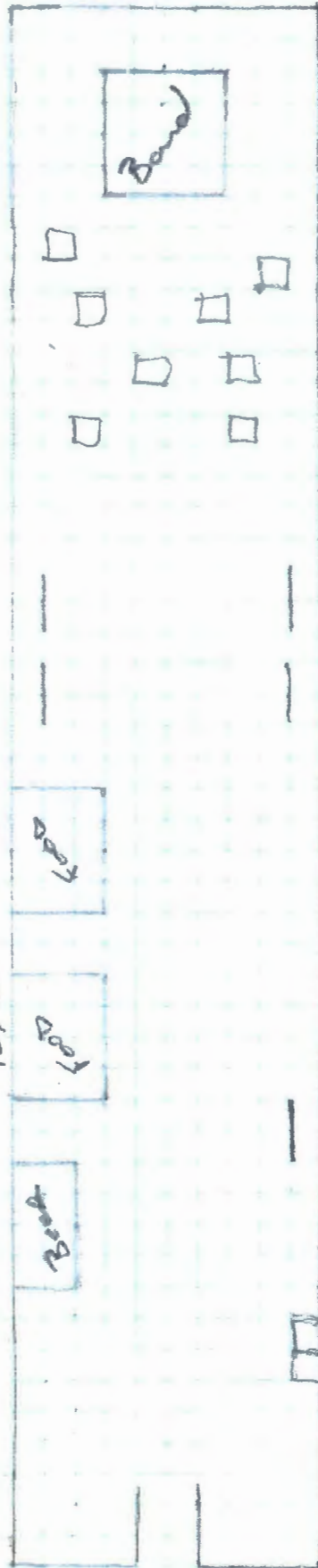
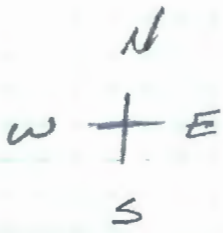
Witness  Date 1/27/2020

Printed Name Jacob Harding



- Tent for Band
- Barricades
- Potra- Potties
- Cocktail Table
- Tables

Clinton



G River

Ticket Sales

Pottery Potties

15' x 20

15' x 20

10' x 20

Rock the Block 2020

(June 3rd, July 1st, Aug 5th)

Schedule of activities

- **10am:** State Street road closure
- **10am – noon:** Barricade set up
- **Noon-4pm:** Tent Set-up, Staging, Table, Chairs, etc.
- **4pm – 6pm:** Food Truck and Band Set up/ sound check
- **6pm-9pm:** Music performance
- **9pm-9:30:** Attendees exit
- **9:30pm-10:30pm:** Clean up, remove barricades
- **10:30pm-11pm:** State Street re-opens

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: TIMOTHY R. SCHMITT, COMMUNITY DEVELOPMENT DIRECTOR
DATE: FEBRUARY 4, 2020
RE: 440 LIVINGSTON – UNSAFE BUILDING

Staff has been in contact with Kenneth Needham, the owner of the property at 440 Livingston, regarding the condition of the property. Mr. Needham has owned the property since 1995, when he acquired it after the death of a family member. The house has fallen into disrepair and the house has not shown water usage for over two years. Mr. Needham has confirmed that he hasn't lived in the home for several years and indicated that there have been squatters in the house in recent months.

In May 2019, Staff reached out to Mr. Needham with an initial violation letter regarding the peeling paint and roof issues on the house. At that time, the house needed a paint job and there was a tarp covering a portion of the roof. Staff received no response at that time from the owner. In November of 2019, the tarp on the roof finally gave way, showing the actual damage to the roof. There are gaping holes in the roof and several roof trusses in need of repair, leaving the house open to the elements. At this point, the house is in very poor condition and Staff sent an Unsafe Building notice to Mr. Needham in December, ordering the demolition of the structure.

Mr. Needham has appealed the designation and is seeking additional time to find a buyer for the home. At this time, he is requesting until June 1st to have the situation resolved. Staff has had conversations with a potential buyer and it appears as though a sale is imminent. At this point, we do not believe the house is salvageable and we have relayed that to the potential buyers. Staff would recommend postponing Unsafe Building action for 60 days to allow the new owners to have the house demolished. If the house is not demolished in that time, the City Attorney would then file the necessary Court action to compel compliance.

ACTION REQUESTED:

A motion to postpone Unsafe Building action on 440 Livingston for 60 days to allow time for a new buyer to demolish the house and to direct the City Attorney to file necessary Court action to compel compliance with the Building Official's Notice of Unsafe Building, dated December 30, 2019, for the property at the end of the 60 days if the house has not been demolished or restored.

REVIEWED & APPROVED FOR SUBMISSION:



Erv Suida, Interim City Manager

Notice of Intent to Appeal Notice of Unsafe Building – 440 E. Livingston, Howell Mi.

Mr. Kenneth Needham
440 E. Livingston Street
Howell, Michigan 48843

City of Howell City Clerk
611 E. Grand River
Howell, Michigan 48843

RECEIVED

JAN 23 2020

CITY OF HOWELL

Sir,

On the 10th of January 2020, I was informed by my Ex-wife, that a Notice of Unsafe Building had been delivered, regarding the house located in Howell.

I would like appeal or postpone if you will, this decision process for a period of time not to go beyond June 1st, 2020.

My intent has always been to fix up or remodel this home, as it was originally built by my Father, and has been my home since 1963. Times and events being what they are, the deterioration of this property occurred faster than I have been able to come up with the necessary funds to continue the upkeep, replacement and other expenses necessary for the owning of this home.

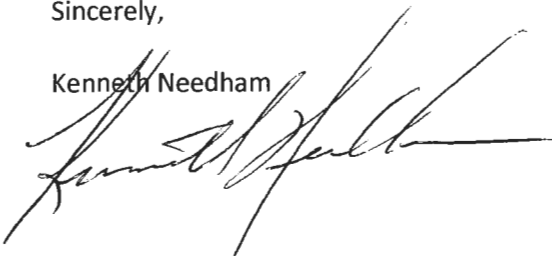
I am requesting to appeal this designation, to provide some additional time to pursue a buyer for this property, who has the intent of refurbishing and remodeling to restoring this home. I have been in contact with Tim Sova, ReMax Reality of Brighton Michigan, and have had expressed interest from a customer in obtaining this property. With assurances that tearing the house down is not the first goal but that restoring it is. With an extension of the decision, it is the intent to find a buyer, have the property upgraded to applicable standards and move on.

I have also been put in contact with a Demolition outfit who can handle the removal of this house, if the circumstances come to that. I do not want to see this go on, and on and become a legal quandary or a financial nightmare for myself or the City.

I will admit that I am very unprepared to approach City Council with dates, times, numbers, names etc, at this time as I have only just begun the change of direction. From doing this myself to having to part with the homestead has been very difficult. The list of reasons and/or excuses is also in this mix, and can be discussed at the meeting.

Sincerely,

Kenneth Needham





**HOWELL
MICHIGAN**

CITY OFFICES • 611 E. Grand River • Howell, MI 48843

(517) 546-3502 • (517) 546-3861
Fax: (517) 546-6030

December 30, 2019

Kenneth & Lisa Needham
440 Livingston
Howell, MI 48843

NOTICE OF UNSAFE BUILDING – 440 LIVINGSTON, HOWELL, MI

Mr. and Mrs. Needham,

You are the owners of record for the property at 440 Livingston here in Howell. The parcel identification number for the property is 4717-36-301-073. There is a single-family home on the property and an attached garage. Staff is unclear if the property is currently occupied as the house shows zero water usage since 2017.

We previously sent you notice regarding the peeling paint and the apparent roof issues on the house. This letter was sent in early June of this year. At the time, we did not issue a violation, but asked that you contact us regarding a timeframe for fixing the house. To date, we have not heard from either of you regarding this structure.

Staff received several complaints starting on Monday December 2nd regarding the property and the roof specifically. Previously, a tarp had been covering a portion of the western roofline. The tarp has apparently blown off in a recent storm, uncovering the roof. The roof has several major holes in it and in conjunction with the lack of water usage, and peeling paint, the house is now in violation of several standards of the International Property Maintenance Code.

108.1.5 Dangerous Structure or premises. For the purpose of this code, any structure or premises that has any of all of the conditions or defects described as follows shall be considered to be dangerous:

3. Any portion of a building, structure, or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse or to become detached or dislodged.
6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

9 A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidations, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical, or plumbing system, or otherwise is determined by the code official to be unsanitary, unfit for human habitation, or in such a condition that is likely to cause sickness or disease.

304.2 Protective Treatment

Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. **Peeling, flaking, and chipped paint shall be eliminated and surfaces repainted.** Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors, and skylights, shall be **maintained weather resistant and water tight.** Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Surfaces designed for stabilization by oxidation are exempt from this requirement.

304.7 Roofs and Drainage

The roof and flashing shall be sound, tight, and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters, and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

Per Chapter 1480 of the City of Howell Codes, I am issuing this **Notice of Unsafe Building** pursuant to Section 108 of the International Property Maintenance code and ordering the immediate demolition of the structure at 440 Livingston, Howell, MI. The City's Code of Ordinances allows for 20 days from the date of this letter for you to comply with the order or appeal the designation. We previously sent this letter earlier this month, but the mailing address we have on file for you is not receiving mail. **By January 23rd, you need to provide written notice of appeal to the City Clerk.**

Staff will be seeking City Council approval to proceed with court action to demolish the house at the January 27, 2020 City Council meeting. You or your representative should be present to discuss the matter if you choose to appeal. Please contact Timothy Schmitt, the Community Development Director for the City of Howell, at 517-546-3861 or through email at tschmitt@cityofhowell.org if you have any questions.

Sincerely,


Craig Strong
Building Official, City of Howell

Cc: Erv Suida, Interim City Manager (via email)
Timothy Schmitt, Community Development Director (via email)
Dennis Perkins, City Attorney (via email)



**HOWELL
MICHIGAN**

CITY OFFICES • 611 E. Grand River • Howell, MI 48843

(517) 546-3502 • (517) 546-3861

Fax: (517) 546-6030

May 31, 2019

Kenneth and Lisa Needham
440 Livingston
Howell, MI 48843

Re: 440 Livingston – Peeling paint and Roof shingles curling

Mr. and Mrs. Needham,

Per City records, you are the owners of the house 440 Livingston here in the City of Howell. The City has received a complaint regarding the peeling paint and overall condition of the house and garage at the above address. The City has adopted the International Property Maintenance Code (IPMC) for all structures in the City of Howell. The IPMC requires all exterior surfaces to be maintained and flaking paint eliminated and that roofs be maintained in a water tight manner. At this time, the property does not meet the requirements of Section 304.2 and potentially Section 304.7 of the IPMC, which read as follows:

304.2 Protective Treatment

Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. **Peeling, flaking, and chipped paint shall be eliminated and surfaces repainted.** Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors, and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Surfaces designed for stabilization by oxidation are exempt from this requirement.

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We would appreciate you addressing this situation amicably and painting your house and garage and replacing and/of fixing the roof of the structure. We are not issuing an official violation at this time, but if the house is not painted and/or progress towards fixing the roof is not made by July 4th, we will issue an official violation notice at that time and follow up with tickets until the matter is resolved. If you have any questions, do not hesitate to contact my office at 517-546-3861.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy R. Schmitt". The signature is fluid and cursive, with a large initial "T" and "S".

Timothy R. Schmitt, AICP
Community Development Director

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: TIMOTHY R. SCHMITT, COMMUNITY DEVELOPMENT DIRECTOR
DATE: FEBRUARY 5, 2020
RE: RESOLUTION 20-04 – DEVELOPMENT DISTRICT LIQUOR LICENSE – CORATTIS ON GRAND

Corattis on the Grand has approached the City about a potential liquor license for their proposed new restaurant at 316 East Grand River Avenue. At this time, there are no Class C licenses available in the City and the applicant is in the Downtown Development Authority District, so a Development District license is their main option. The application and supporting documentation are attached for your review, along with the Michigan Liquor Control Commission's standard resolution of approval.

Any new liquor license requires local approval prior to submittal of the application to the Michigan Liquor Control Commission. The Downtown Development Authority has reviewed the request and recommended approval. To qualify for the license, not only is local approval required, but the following criteria need to be met:

- The property must be located in a TIFA, CIA, DDA, or PSD district.
- The total investment in the overall district in the preceding five years must be a minimum of \$200,000.
- The proposed license must be going to an existing building, not a new building.
- A minimum of \$75,000 must be spent on the rehabilitation on the building where the license will be located.
- The licensed premises must be engaged in dining, entertainment, or recreation.
- The business must be open to the general public with a seating capacity of at least 25.
- The fee for such a license is \$20,000.

The property at 316 East Grand River is located within the City's DDA. The attached affidavit from the City Assessor indicates that the district has had in excess of \$200,000 of investment in the past five years. The building already exists and the applicant is proposing to be open to the public as a restaurant and entertainment facility, with more than 25 seats. And lastly, the investment in the building is over \$650,000, meeting the minimum investment requirements. Overall, the proposal meets all of the standards for a Development District liquor license.

ACTION REQUESTED:

A motion to adopt Resolution No. 20-04 recommending approval of the Development District Liquor License with Sunday Sales and a Catering license for 316 East Grand River Avenue for Corattis on the Grand, LLC.

REVIEWED & APPROVED FOR SUBMISSION:



Erv Suida, Interim City Manager



Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ Regular _____ meeting of the _____ City of Howell _____ council/board
(regular or special) (township, city, village)
called to order by _____ Mayor Nickolas Proctor _____ on _____ Feb 10, 2020 _____ at _____ 7:00PM
the following resolution was offered: (date) (time)

Moved by _____ and supported by _____

that the application from Coratti's on Grand LLC _____

(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): Class C Development District License, Sunday Sales Permit (AM and PM), and Catering Permit
(list specific licenses requested)

to be located at: 316 East Grand River Avenue, Howell, MI 48843

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____ City of Howell _____
council/board at a _____ regular _____ meeting held on _____ Feb 10, 2020 _____
(regular or special) (date) (township, city, village)

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059



HOWELL DOWNTOWN DEVELOPMENT AUTHORITY
MEMORANDUM

TO: TIM SCHMITT
FROM: KATE LITWIN, DDA DIRECTOR
DATE: FEBRUARY 4, 2020
RE: CORATTI'S RESTAURANT REDEVELOPMENT LIQUOR LICENSE

At their meeting on January 29, 2020, the Howell Downtown Development Authority Board of Directors reviewed the Redevelopment Liquor License Application submitted by Coratti's Restaurant.

The Board agreed that the applicant met all eligibility requirements as set forth by the State of Michigan including that Coratti's is/will be:

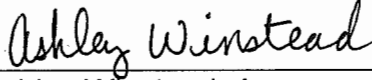
- located within a Downtown Development District
- engaged in dining, entertainment, or recreation with seating to exceed 50 persons
- will exceed \$75,000 in investment for the rehabilitation of the physical building
- and finally, the total amount of investment in real and personal property in the development district is at least \$200,000 for the preceding 5 years.

A motion was passed unanimously by the Board of Directors to recommend the approval of the Coratti's Restaurant Redevelopment Liquor License by Howell City Council.

AFFIDAVIT OF PUBLIC & PRIVATE INVESTMENT
DEVELOPMENT DISTRICT AREA

I, Ashley Winstead, am the City Assessor for the City of Howell. Based on my review of the assessment records, I have determined the total amount of public and private investment in real and personal property within the qualified development district over the preceding five (5) year period from January 1, 2014, through December 31, 2018, to be \$14,434,860, which exceeds the \$200,000 minimum required by MCL 436.1521a(1)(b).

Dated: January 15, 2020

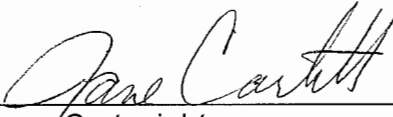


Ashley Winstead, Assessor
City of Howell

CLERK'S CERTIFICATION

I, Jane Cartwright, Howell City Clerk, hereby certify that Ashley Winstead is the Assessor of record for the City of Howell and is a certified Level III Assessor under the laws of the State of Michigan. I further hereby certify that the foregoing is a true and complete copy of the Affidavit of Public & Private Investment for the Development District Area prepared by Ashley Winstead, Assessor for the City of Howell, who personally appeared before me and made oath that she had read the foregoing Affidavit, by her subscribed, and know the contents thereof, and that the same is true of her own knowledge, except as to those matters which are stated to be upon information and belief, and as to those matters, she believes them to be true.

IN WITNESS WHEREOF, I have affixed my official signature this 15th day of January, 2020.

BY: 

Jane Cartwright
Howell City Clerk

Coratti's on Grand
316 E. Grand River
Howell, MI 48843

To the City of Howell DDA:

Please consider this letter to be our formal request for a Redevelopment Class C Liquor License for our new restaurant located at 316 E. Grand River, Howell, MI.

Coratti's will be the first family-friendly pizzeria of its kind in Livingston County. The restaurant is in a comfortable, familiar, small town that has a strong need for additional dining options. Bolstered by the need for more choices in family-oriented dining experiences, combined with outdoor dining, banquet capacity, and indoor bocce ball courts, the restaurant is positioned to take advantage of the market need and serve the families in the Howell area.

Howell's population is rapidly growing with new subdivisions and young families moving to the rural suburb of Livingston County. We want to provide these young families, as well as long time Howell residents with a place to spend time with their kids and friends alike. We believe a locally-owned restaurant is the best option to serve the rapidly growing population with a fresh, unique menu as opposed to a national chain franchise.

We will feed our guests like we feed our family, by using great ingredients to create great flavors. We will be the third pizzeria in Michigan to carry a certification from the Associazione Verace Pizza Napoletana (VPN) of Naples, Italy. We will strictly adhere to the regulations set forth not only by the VPN, but also by long-standing Italian tradition.

Besides 3 different crust varieties of pizza, our menu will include a vast selection of wood-fired shareable dishes, sandwiches, pastas, and salads.

We will offer a healthy and fun children's menu for ages 12 and under.

In an effort to provide dining patrons with new tastes, Coratti's works on an ongoing basis to improve existing dishes and drink options and to develop new menu items that appeal to today's increasing number of consumers who insist on consistently high-quality, good tasting fare with some adventure to it.

As a full-service fine dining menu, we will offer a robust selection of beers, a full array of mixed drinks, and wines. With a full bar area, we will offer a place where families, young adults, and singles to enjoy a drink while waiting for a to-go, waiting for a table, or a friendly place to meet and talk.

We plan on having the best indoor bocce ball courts in Livingston County.

We appreciate your help with approving a Redevelopment Class C liquor license to make all of this and more possible. This License will allow us to provide our guests with the many options they are looking for when they decide to leave their homes to spend time with family and friends.

Peter Coratti
Peter Pfeffer
Anthony Coratti

CORATTI'S

SCOPE OF WORK:

NEW WORK:

- ADDITION
- NEW INTERIOR PARTITIONS, ARCHITECTURAL FEATURES AND FINISHES
- MECHANICAL, ELECTRICAL, AND PLUMBING MODIFICATIONS
- NEW FOOD SERVICE EQUIPMENT & HOODS
- ADDITION OF FIRE SUPPRESSION

DEFERRED SUBMITTALS:

- FIRE SUPPRESSION PLANS
- CUSTOM MILL WORK/FURNITURE DETAILS AND SHOP DRAWINGS
- SPECIAL INSPECTIONS: CONCRETE AND STEEL

SEPARATE PERMIT:

- SIOWAGE
- RETRACTABLE CANOPY

CODE DATA:

BUILDING CONSTRUCTION TYPE: 1/3
 EXISTING GROUP: B (BUSINESS)
 NEW USE GROUP: A-2 (RESTAURANT)

BUILDING AREA: 6,760 SF EXISTING
 1,027 SF ADDITION
 8,787 SF TOTAL

THE BUILDING WILL BE FULLY PERMITTED

CURRENT CODES:

- 2015 MICHIGAN BUILDING CODE
- 2015 MICHIGAN 111.1 MECHANICAL BARRIER FREE DESIGN LAW
- 2015 MICHIGAN PLUMBING CODE
- 2015 MICHIGAN MECHANICAL CODE
- 2014 MICHIGAN ELECTRICAL CODE
- 2015 MICHIGAN ENERGY CODE, ANSI/ASHRAES/IESNA STANDARD 90.1-2013
- 2017 INTERNATIONAL FIRE CODE

THESE CONSTRUCTION DOCUMENTS WERE PREPARED FOR COMPLIANCE WITH THE MICHIGAN CONSTRUCTION CODE IN EFFECT AT TIME OF PERMIT SUBMITTAL. ALL ENGINEERS, CONTRACTORS, AND SUPPLIERS INVOLVED WITH THE PROJECT SHALL COMPLY WITH THE SAME CODES, ISSUED AND APPROVED CODE ADAPTATIONS, AND/OR CITY OF HOWELL CONSTRUCTION DEPARTMENTS APPEALS BUREAU AND WHENEVER REQUIRED SHALL PROVIDE SHOP DRAWINGS AND SUBMITTALS CLEARLY DESCRIBING COMPLIANCE TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE FOR REVIEW AND APPROVAL.

DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE:
 ROMAN BONELAKSHI, R.A. LICENSE # 37397

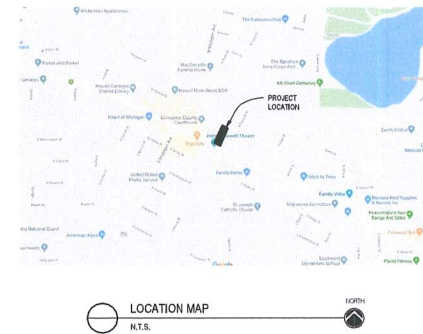
GENERAL NOTES:

- G.C. SHALL EXAMINE SITE, AND EXISTING CONDITIONS. G.C. IS TO BECOME FAMILIAR WITH CONDITIONS AFFECTING CONSTRUCTION, STAGING, LOGISTICS, SEQUENCE OF WORK, ETC. PRIOR TO SUBMITTING A BID.
- GENERAL CONTRACTOR TO BE SOLELY RESPONSIBLE FOR PROJECT SAFETY. THIS PROJECT IS TO INCLUDE APPROPRIATE TEMPORARY BARRIERS AND DEVICES AS MAY BE REQUIRED TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THE GENERAL PUBLIC AND EMPLOYEES.
- G.C. SHALL SUPERVISE AND DIRECT ALL WORK USING HIS BEST SKILL AND ATTENTION. G.C. SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION METHODS, MATERIALS AND SEQUENCES OF PROCEDURES FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT, AND INSURING THAT THE MANUFACTURERS' REQUIREMENTS FOR EACH PORTION OF WORK BE FOLLOWED.
- DIMENSIONS:
 - G.C. SHALL NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO THE CONTINUATION OF THE WORK.
 - G.C. SHALL COORDINATE ALL FINAL DIMENSIONS WITH ALL TRADES IN ACCORDANCE WITH CONSTRUCTION DOCUMENTS.
- G.C. SHALL PROVIDE ALL NECESSARY PERMITS AND FEES.
- ALL CONTRACTORS SHALL MEET ALL LOCAL GOVERNING CODE REQUIREMENTS, AND RULES OF CONDUCT.
- G.C. TO GUARANTEE LABOR AND MATERIALS FOR 12 MONTHS.
- CONTRACTORS SHALL SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO FABRICATION AND/OR INSTALLATION. COMMENCEMENT OF FABRICATION/INSTALLATION PRIOR TO APPROVAL SHALL BE DONE AT CONTRACTOR'S RISK.
- IN CASE OF CONFLICT IN DRAWINGS, THE G.C. SHALL NOT PROCEED WITH THAT PART OF THE WORK UNTIL THE ARCHITECT HAS CLARIFIED THE DISCREPANCY.
- G.C. SHALL NOTIFY ARCHITECT OF ANY CONDITIONS WHEREIN HIS ADJUSTMENT IF WOULD BE DEEMABLE TO MODIFY THE REQUIREMENTS TO PRODUCE THE BEST RESULTS.
- G.C. TO COORDINATE AND PROVIDE WOOD BLOCKING AND STEEL FRAMING IN EXISTING FRAMED WALLS AS MAY BE REQUIRED TO SECURE STRUCTURE, FINISHES AND EQUIPMENT TO WALLS. ALL WOOD BLOCKING, FRAMING AND/OR FIRE STOPPING USED WITHIN PARTITIONS, PLATFORMS, ETC., SHALL BE OF FIRE RETARDANT TREATED LUMBER AS REQUIRED BY CODE. PROVIDE FIRE RETARDANT WOOD BLOCKING AT ALL JOIN OPENINGS IN GYP/SUM BOARD PARTITIONS AS REQUIRED BY CODE.
- THE G.C. IS RESPONSIBLE FOR ANY PATCHING, FILING, STAINING AND FINISHING REQUIRED AFTER TRANSPORTATION, ASSEMBLY AND INSTALLATION OF MATERIALS TO ENSURE THE HIGHEST QUALITY FINAL APPEARANCE.
- WORK IN PLACE THAT IS SUBJECT TO DAMAGE FROM PROJECT ACTIVITIES SHALL BE COVERED, BOARDED UP, OR SUBSTANTIALLY ENCLOSED WITH QUALITY PROTECTION. ALL PORTALS OF PROTECTION SHALL BE CONSTRUCTED IN A MANNER SUCH THAT UPON COMPLETION THE ENTIRE WORK WILL BE DELIVERED TO THE OWNER IN WHOLE AND UNIMPAIRED CONDITION. WORK DAMAGED BY FAILURE TO PROVIDE PROTECTION SHALL BE REPLACED WITH NEW WORK AT THE EXPENSE OF THE G.C.
- THE APPLICATION OF ANY FINISH MATERIAL SHALL INDICATE SUBCONTRACTOR'S ACCEPTANCE OF THE SUBSURFACE CONDITIONS AND SUB WILL BE HELD RESPONSIBLE FOR ANY DEFECTS AFTER MATERIAL APPLICATION.
- THE G.C. IS RESPONSIBLE FOR ALL CLEANUP AND WASTE DISPOSAL DURING CONSTRUCTION. GENERAL CONTRACTOR SHALL COORDINATE TRASH REMOVAL REQUIREMENTS WITH THE LANDSCAPE AND AUTHORITY HAVING JURISDICTION. GENERAL CONTRACTOR IS TO PROVIDE APPROVED TRASH CONTAINERS AS MAY BE REGULATED. ALL WASTE MATERIAL IS TO BE DEPOSITED IN PROPER RECEPTACLES REMOVED FROM SITE AND LEGALLY DEPOSITED OFF.
- G.C.'S BASE BID IS TO INCLUDE ALL ARCHITECTURAL, STRUCTURAL, CIVIL, LANDSCAPE, PLUMBING, MECHANICAL AND ELECTRICAL, FIRE SUPPRESSION WORK AS MAY BE REQUIRED TO COMPLETE THE WORK DESCRIBED IN THESE DOCUMENTS. CUSTOM DECORATIVE FINISHES, AND ACCESSORY ITEMS AS NOTED WILL BE PROVIDED BY OWNER AND INSTALLED AND/OR COORDINATED BY G.C.
- G.C. SHALL PROVIDE (1) COMPLETE SET OF RED MARKED BLUEPRINTS TO THE ARCHITECT DOCUMENTING ALL ARCHITECT-APPROVED CHANGES AND MODIFICATIONS MADE IN THE FIELD.
- IT SHALL BE THE FULL RESPONSIBILITY OF THE G.C. TO COORDINATE AND EXPEDITE ALL PHASES OF ARCHITECTURAL, MECHANICAL, PLUMBING, ELECTRICAL, FIRE SUPPRESSION, AND CUSTOM FURNITURE WORK, REGARDLESS OF WHETHER THE OWNER AWARDS SEPARATE CONTRACTS FOR ANY TRADES, BRANCHES OR ITEMS OF WORK AND EQUIPMENT. ALL OTHER TRADES, SUBCONTRACTORS AND/OR SEPARATE CONTRACTORS SHALL COOPERATE FULLY WITH THE G.C.
- THE G.C. MUST SECURE A CERTIFICATE OF OCCUPANCY FROM THE JURISDICTIONAL AUTHORITY BY THE DATE OF COMPLETION AS SPECIFIED IN THE CONTRACT, AND WILL DELIVER A COPY OF THE CERTIFICATE TO THE OWNER AND TO THE ARCHITECT.
- SPECIFIC CONSTRUCTION ITEMS TO BE INCLUDED. ALL ITEMS NOTED ON PLANS, AND ADDITIONAL ITEMS AS MAY BE REASONABLY INFERRED FROM THE DOCUMENTS OR AS REQUIRED TO COMPLETE DESIGN INTENT DESCRIBED IN THE DRAWINGS.
- THE OWNER SHALL PAY FOR ALL TEMPORARY POWER AND WATER, AS REQUIRED AND PROVIDED BY GENERAL CONTRACTOR.

SHEET INDEX		
SHEET	TITLE	PERMIT
G101	GENERAL INFORMATION	*
SP101	SITE PLAN	*
D101	DEMOLITION PLAN	*
A101	ADDITION FLOOR PLAN, FIXTURE & FINISH PLAN	*
A102	1MN/FLOOR PLAN	*
A103	1MN/FLOOR FIXTURE & FINISH PLAN	*
A104	ADDITION REFLECTED CEILING PLAN	*
A105	1MN/FLOOR REFLECTED CEILING PLAN	*
A201	EXTENSION ELEVATIONS	*
A301	SECTIONS	*
A302	SECTIONS	*
S101	FOUNDATION & FRAMING PLAN	*
S102	ROOF PLAN	*
FSE-1	FOOD SERVICE EQUIPMENT PLAN	*
FSE-2	FOOD SERVICE PLUMBING PLAN	*
FSE-3	FOOD SERVICE ELECTRICAL PLAN	*
MPD-1	MECHANICAL & PLUMBING DEMOLITION PLAN	*
MP-1	MECHANICAL & PLUMBING COVER SHEET	*
M1	MECHANICAL HVAC FLOOR PLAN	*
M2	MECHANICAL HVAC FLOOR PLAN	*
M3	MECHANICAL HVAC SCHEDULES	*
M4	MECHANICAL HVAC SCHEDULES & DETAILS	*
M5	MECHANICAL HVAC SPECIFICATIONS	*
P1	PLUMBING & GAS PIPING PLAN	*
P2	SANITARY & VENT PIPING FLOOR PLAN	*
P3	ROOF PLAN RISER DIAGRAM	*
P4	PLUMBING SCHEDULES & DETAILS	*
P6	PLUMBING SPECIFICATIONS	*
E990	ELECTRICAL SYMBOLS LIST	*
E911	1MN/ELECTRICAL USE POWER PLAN	*
E102	ADDITION ELECTRICAL POWER & LIGHTING PLANS	*
E201	ELECTRICAL LIGHTING PLAN	*
E300	ELECTRICAL NEUR DIAGRAM	*
E301	ELECTRICAL PANEL SCHEDULES	*
E400	ELECTRICAL SPECIFICATIONS	*
E401	ELECTRICAL SPECIFICATIONS	*

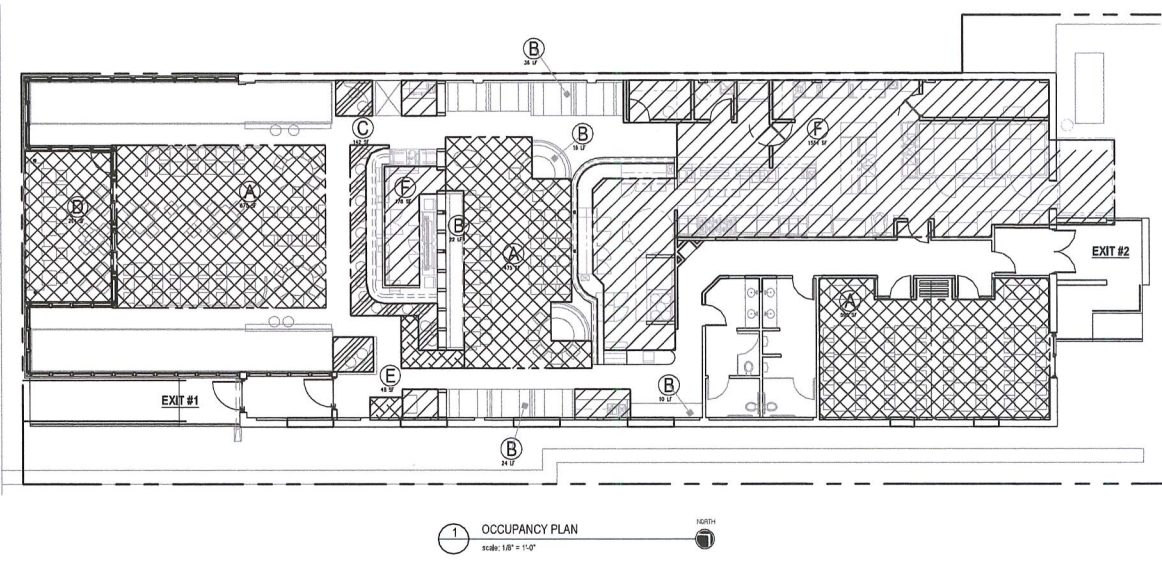
DEMOLITION NOTES:

- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING FIELD CONDITIONS SO AS TO MAINTAIN HIMSELF WITH DEMOLITION AND REMOVAL WORK WHICH MAY BE REQUIRED TO PRODUCE THE END RESULTS INTENDED BY THESE DRAWINGS.
- IT IS THE INTENT THAT EACH PORTION OF THE DEMOLITION WORK BE DONE BY THE SPECIALTY TRADE INVOLVED IN THE ORIGINAL INSTALLATION, THEREBY ASSURING EXISTING SYSTEM OR PORTIONS OF ORIGINAL CONSTRUCTION TO REMAIN WILL NOT BE ADVERSELY AFFECTED. THEREFORE, ALL SUBCONTRACTORS SHALL THOROUGHLY EXAMINE THE PROVIDED WORK AND MAKE ALLOWANCE IN THEIR PROPOSALS TO INCLUDE ALL REQUIRED DEMOLITION AND REMOVAL.
- CONTRACTOR SHALL BE REGISTERED WITH THE CITY OF HOWELL AS REQUIRED, LICENSED AND BONDED.
- IF REQUIRED, CONTRACTORS SHALL PROVIDE CERTIFICATES OF INSURANCE BEFORE STARTING ANY WORK. VERIFY TYPES AND AMOUNTS OF COVERAGE WITH OWNER.
- INSPECT EXISTING BUILDING CONSTRUCTION AS REQUIRED AND PROVIDE ALL NECESSARY PROTECTION MEASURES TO ENSURE THE HEALTH AND SAFETY OF ALL WORKMEN AND THE GENERAL PUBLIC PRIOR TO THE START OF DEMOLITION WORK.
- THE OWNER SHALL PROVIDE AND PAY FOR ALL TEMPORARY POWER AND WATER.
- ABANDONED MECHANICAL AND ELECTRICAL LINES ARE TO BE REMOVED TO A POINT BEYOND OR WITHIN THE FINISHED FLOOR, WALL OR CEILING. ABANDONED ELECTRICAL WIRING IS TO BE REMOVED TO POINT OF ORIGIN. ALL OTHER LINES SHALL BE GROUNDED AND CAPPED, AND GENERALLY MADE SAFE.
- UNLESS NO CIRCUMSTANCES SHALL EXISTING STRUCTURAL MEMBERS AND SYSTEMS BE ALTERED OR REMOVED UNLESS DOCUMENTED OR DIRECTED BY ARCHITECT.
- EXISTING AREAS TO REMAIN THAT ARE DAMAGED DURING DEMOLITION WORK SHALL BE PATCHED, REPAIRED AND FINISHED AS REQUIRED TO MATCH EXISTING SURROUNDS AT NO ADDITIONAL CHARGE TO THE OWNER.
- ALL EXISTING ITEMS WITHIN THE BUILDING ARE TO BE REVIEWED BY THE OWNER AND ARE CONSIDERED THE PROPERTY OF THE OWNER UNLESS OTHERWISE SPECIFIED.
- LEAVE ENTIRE CONSTRUCTION AREA BROOM CLEANED ON COMPLETION OF DEMOLITION WORK ONLY.



OCCUPANT LOAD CALCULATIONS				
DESCRIPTION	ACTUAL OCC.	OCC PER TABLE 1004.1.2	OCC	
A DINING - TABLES & CHAIRS	156	1748 SF @ 10 SF NET EA. =	116.3	130
B DINING - BOOTH	42	108 SF @ 2.0 SF EA. =	54.0	54
C BAR SEATING	20	142 SF @ 7 SF NET EA. =	20.3	21
D PATIO - TABLES & CHAIRS	24	204 SF @ 10 SF NET EA. =	17.6	24
E STANDING	48	48 SF @ 8 SF NET EA. =	9.6	10
			SUBTOTAL	246
F KITCHEN	13	1700 SF @ 200 SF GROSS EA. =	8.7	13
			SUBTOTAL	13
			TOTAL OCCUPANT LOAD	258

PLUMBING REQUIREMENTS			
Water Closets	Men	Women	Laboratories
258.0	258.0	258.0	258.0
1/2 =	1/2 =	1/2 =	1/2 =
129.0	129.0	129.0	129.0
1/75 =	1/75 =	1/200 =	1/200 =
1.72	1.72	0.65	0.65
2	2	1	1
3	2	2	2



1 OCCUPANCY PLAN
 scale: 1/8" = 1'-0"

RONANDROMAN
 architects et al.
 300 N. HAWK DR., SUITE 100
 HOWELL, MI 48840
 TEL: 248.725.5718 FAX: 248.725.5715

CORATTI'S PIZZERIA
 NEW RESTAURANT IN AN EXISTING BUILDING
 300 E. GRAND AVENUE, HOWELL, MI 48840

Issue Date: PERMIT 10/09/19

Sheet Title: GENERAL INFORMATION

Sheet Number: G101



New On-Premises Redevelopment or Development District License Questionnaire

Complete and submit this questionnaire along with a fully completed Retailer License & Permit Application (LCC-100) with the documents required to be submitted with that form and any other documents required as listed below.

Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Form with fields for Applicant name(s), Address to be licensed, City, Zip Code, County, Contact Name, Phone, Email, and Mailing address.

I am applying for the following on-premises redevelopment or development district license:

MCL 436.1521a(1)(a) - Redevelopment (RDA) License - Complete Parts 2a, 3, 4, & 5

Select one: Class C, B-Hotel, Tavern, A-Hotel

- List of requirements for Redevelopment (RDA) License, including investment requirements and business engagement rules.

MCL 436.1521a(1)(b) - Development District (DDA) License - Complete Parts 2b, 3, 4, & 5

Select one: Class C, B-Hotel, Tavern, A-Hotel

- List of requirements for Development District (DDA) License, including location requirements, investment thresholds, and business engagement rules.

Please Note: Pursuant to MCL 436.1521a(8) a license issued under MCL 436.1521a cannot be transferred to another location and if the licensee goes out of business the license issued under MCL 436.1521a shall be surrendered by the licensee to the Commission and the Commission will terminate the license.

Part 2a - MCL 436.1521a(1)(a) - Redevelopment (RDA) License Required Documents

<input type="checkbox"/> Resolution from local governmental unit establishing the redevelopment project area
<input type="checkbox"/> Affidavit from the assessor, certified by the city, township, or village clerk, which states the following: <ul style="list-style-type: none">• The amount of investment money expended for manufacturing, industrial, residential, and commercial development within the redevelopment project area during the preceding three (3) years (must specifically state start and end dates for the investment, i.e. January 1, 2013, to December 31, 2015).• Statement that the amount of commercial investment in the redevelopment project area constitutes not less than 25% of the total investment in real and personal property in the area.
<input type="checkbox"/> Legible map of the redevelopment project area which clearly labels all street names

Part 2b - MCL 436.1521a(1)(b) - Development District (DDA) License Required Documents

<input checked="" type="checkbox"/> Resolution from local governmental unit establishing the development district or area which specifically references the statute under which the area was established: <ul style="list-style-type: none">• Part 3 of Public Act 57 of 2018 (Formerly Public Act 450 of 1980) for Tax Increment Finance Authorities• Part 6 of Public Act 57 of 2018 (Formerly Public Act 280 of 2005) for Corridor Improvement Authorities• Part 2 of Public Act 57 of 2018 (Formerly Public Act 197 of 1975) for Downtown Development Authorities• Public Act 120 of 1961 for Principal Shopping Districts
<input checked="" type="checkbox"/> Affidavit from the assessor, certified by the city, township, or village clerk, which states the following: <ul style="list-style-type: none">• The total amount of public and private investment in real and personal property within the development district or area over a period of the preceding five (5) years (must specifically state start and end dates for the investment, i.e. January 1, 2011, to December 31, 2015).
<input checked="" type="checkbox"/> Legible map of the development district or area which clearly labels all street names

Part 3 - Available License Search

MCL 436.1521a(9) requires any person signing an application for an on-premises Redevelopment or Development District license to verify that he or she attempted to purchase any of the on-premises licenses that are in escrow that do not have a pending transfer on file with the MLCC within the county in which the applicant for the on-premises Redevelopment or Development District license proposes to operate.

You should not apply for an on-premises Redevelopment or Development District license if there is an available quota license in the local governmental unit in which the proposed licensed business will be located. You may verify the availability of quota licenses on the Commission's website using the [Local Government Quota search page](#).

<input type="checkbox"/> I verify that I have attempted to purchase any readily available on-premises escrowed licenses that do not have pending transfers on file with the MLCC in the county where the proposed licensed business will be located. <ul style="list-style-type: none">• Applicant should provide a notarized affidavit outlining all attempts and responses (or lack thereof) to secure a readily available on-premises license.• Applicant should send certified letters of inquiry as to the availability of the license to each licensee at the address listed on the licensee listing report provided by the MLCC.• Applicant should submit copies of the letters sent, certified tags, signed certified return receipts, copies of any envelopes returned by the USPS, and copies of any correspondence received from the licensees.• Applicant should provide dates, the name of the person contacted, and a synopsis of the conversation if escrowed licensees are contacted by telephone.• Applicant should provide documentation regarding the fair market value of the license based on where the applicant will be located, if determinable, the size and scope of the proposed operation, and/or the existence of mandatory contractual restrictions or inclusion attached to the sale of the license when indicating to the MLCC that purchase of a license is not economically feasible or the license is not readily available.
<input checked="" type="checkbox"/> There are no readily available on-premises licenses in escrow in the county where the proposed licensed business will be located.
<input checked="" type="checkbox"/> There are no unissued, on-premises quota licenses readily available in the local governmental unit where the proposed licensed business will be located.

Part 4 - Local Governmental Approval

An applicant for a new on-premises Redevelopment or Development District license requires approval by the legislative body of the local governmental unit in which the licensed premises will be located. Applicants for a license in a city that has a population of 600,000 or more do not require local governmental approval. Please use the [Local Governmental Unit Approval Form \(LCC-106\)](#) or obtain a resolution from the local governmental unit that contains the same information required on the form. The form or a resolution from the city, village, or township must specifically state the applicant's legal name, if an individual person, or the corporate name of the business, the proposed licensed address, and contain a recommendation for the issuance of a license under one of the two following options:

- New Class C* license issued under the provisions of MCL 436.1521a(1)(a)
- New Class C* license issued under the provisions of MCL 436.1521a(1)(b)

**May substitute other license types such as Tavern, A-Hotel, or B-Hotel licenses*

Part 5 - Signature of Applicant

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

I certify that I understand that pursuant to MCL 436.1521a(8) a license issued under MCL 436.1521a cannot be transferred to another location and that if the licensee goes out of business the license issued under MCL 436.1521a shall be surrendered by the licensee to the Commission and the Commission will terminate the license.

<i>Peter Coratti, President</i>	<i>Peter Coratti</i>	<i>12-6-19</i>
Print Name of Applicant & Title	Signature of Applicant	Date

Please return this completed form along with corresponding documents:
 Michigan Liquor Control Commission
 Mailing address: P.O. Box 30005, Lansing, MI 48909
 Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
 Fax to: 517-763-0059



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____
Request ID: _____
(For MLCC Use Only)

Retailer License & Permit Application

For information on retail licenses and permits, including a checklist of required documents for a completed application, please visit the Liquor Control Commission's frequently asked questions website [by clicking this link](#).

Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s): Coratti's on Grand LLC	
Address to be licensed: 316 E. Grand River	
City: Howell	Zip Code: 48843
City/township/village where license will be issued: Howell	County: Livingston
Federal Employer Identification Number (FEIN): [REDACTED]	

- Are you requesting a new license? Yes No
- Are you applying ONLY for a new permit or permission? Yes No
- Are you buying an existing license? Yes No
- Are you transferring the classification of an existing on premises license? Yes No
- Are you modifying the size of the licensed premises?
If Yes, specify: Adding Space Dropping Space Redefining Licensed Premises Yes No
- Are you transferring the location of an existing license? Yes No
- Is this license being transferred as the result of a default or court action? Yes No
- Do you intend to use this license actively? Yes No

Leave Blank - MLCC Use Only

Part 2 - License Transfer Information (If Applicable)

If transferring ownership of a license ONLY and not transferring the location of a license, fill out only the name of the current licensee(s)

Current licensee(s):	
Current licensed address:	
City:	Zip Code:
City/township/village where license is issued:	County:

Part 3 - Licenses, Permits, and Permissions

Off Premises Licenses - Applicants for off premises licenses, permits, and permissions (e.g. convenience, grocery, specialty food stores, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

On Premises Licenses - Applicants for on premises licenses, permits, and permissions (e.g. restaurants, hotels, bars, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

Part 4 - Inspection, License, and Permit Fees - Make checks payable to State of Michigan

Inspection Fees - Pursuant to MCL 436.1529(4) a nonrefundable inspection fee of \$70.00 shall be paid to the Commission by an applicant or licensee at the time of filing of a request for a new license or permit, a request to transfer ownership or location of a license, a request to increase or decrease the size of the licensed premises, or a request to add a bar. Requests for a new permit in conjunction with a request for a new license or transfer of an existing license do not require an additional inspection fee.

License and Permit Fees - Pursuant to MCL 436.1525(1), license and permit fees shall be paid to the Commission for a request for a new license or permit or to transfer ownership or location of an existing license.

Inspection Fees:	License & Permit Fees:	TOTAL FEES:
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Schedule A - Licenses, Permits, & Permissions

Applicant name: _____

Off Premises License Type: **Base Fee:** Fee Code MLCC Use Only

New Transfer

SDM License \$100.00

SDD License \$150.00

Resort SDD License Upon Licensure/\$150.00
Resort SDD Licenses may only be issued in governmental units having a population of 50,000 or less

Off Premises Permits: **Base Fee:**

Sunday Sales Permit (AM)* \$160.00

Sunday Sales Permit (PM)** \$22.50
(Held with SDD License)

Catering Permit \$100.00

Secondary Location Permit - Complete Form LCC-201

Beer and Wine Tasting Permit No charge

Living Quarters Permit No charge

On/Off Premises Permission Type: **Base Fee:**

Off-Premises Storage No charge

Direct Connection(s) No charge

Motor Vehicle Fuel Pumps No charge

*Sunday Sales Permit (AM) allows the sale of liquor, beer, and wine on Sunday mornings between 7:00am and 12:00 noon, if allowed by the local unit of government.

**Sunday Sales Permit (PM) allows the sale of liquor on Sunday afternoons and evenings between 12:00 noon and 2:00am (Monday morning), if allowed by the local unit of government. No Sunday Sales Permit (PM) is required for the sale of beer and wine on Sunday after 12:00 noon. The Sunday Sales Permit (PM) fee is 15% of the fee for the license that allows the sale of liquor. Additional bar fees and B-Hotel room fees are also calculated as part of the permit fee.

Licenses, permits, and permissions selected on this form will be investigated as part of your request. Please verify your information prior to submitting your application, as some licenses, permits, or permissions cannot be added to your request once the application has been sent out for investigation by the Enforcement Division.

Inspection, License, Permit, & Permission Fee Calculation

Number of Licenses: _____ x \$70.00 Inspection Fee

Total Inspection Fee(s): _____

Total License Fee(s): _____

Total Permit Fee(s): _____

TOTAL FEES DUE: _____

Please note that requests to transfer SDD licenses will require the payment of additional fees based on the seller's previous calendar year's sales. These fees will be determined prior to issuance of the license to the applicant.

Make checks payable to **State of Michigan**

On Premises License Type: **Base Fee:** Fee Code MLCC Use Only

New Transfer

B-Hotel License \$600.00
 Number of guest rooms: _____

A-Hotel License \$250.00
 Number of guest rooms: _____

Class C License \$600.00

Tavern License \$250.00

Resort License Upon Licensure

DDA/Redevelopment License Upon Licensure

Brewpub License \$100.00

G-1 License \$1,000.00

G-2 License \$500.00

Aircraft License \$600.00

Watercraft License \$100.00

Train License \$100.00

Continuing Care Retirement Center License \$600.00
 MCL 436.1545(1)(b)(i) MCL 436.1545(1)(b)(ii)

B-Hotel or Class C Licenses Only:

Additional Bar(s)
 Number of Additional Bars: _____

B-Hotel or Class C licenses allow licensees to have one (1) bar within the licensed premises. A \$350.00 licensing fee is required for each additional bar over the one (1) bar initially issued with the license.

On Premises Permits: **Base Fee:**

Sunday Sales Permit (AM)* \$160.00

Sunday Sales Permit (PM)**

Catering Permit \$100.00

Banquet Facility Permit - Complete Form LCC-200

A Banquet Facility Permit is an extension of the license at a different location. It may have its own permits and permissions. It is not a banquet room on the licensed premises.

Outdoor Service No charge

Dance Permit No charge

Entertainment Permit No charge

Extended Hours Permit: No charge

Dance Entertainment Days/Hours: _____

Specific Purpose Permit: No charge

Activity requested: _____

Days/Hours requested: _____

Living Quarters Permit No charge

Topless Activity Permit No charge

Schedule B - New Specially Designated Merchant (SDM) License Supplemental Application - New SDM License Applications ONLY

Applicant name:

Effective January 4, 2017 pursuant to MCL 436.1533(5), Specially Designated Merchant (SDM) licenses are quota licenses based on one (1) SDM license for every 1,000 of population in a local governmental unit. MCL 436.1533 provides for several exemptions from the quota for qualified applicants. Please carefully read the requirements in the boxes below, selecting the applicable approved type of business option(s) from Section 1 and an applicable new SDM license quota option from Section 2.

Section 1 - Requirements to Qualify as Approved Type of Business for New SDM License Applicants

Applicant must meet one (1) or more of the following conditions (check those that apply to your business):

<input type="checkbox"/> a. Applicant holds and maintains retail food establishment license or extended retail food establishment license under the Food Law of 2000, MCL 289.1101 to MCL 289.8111.
<input type="checkbox"/> b. Applicant holds or has been approved for Specially Designated Distributor (SDD) license.
<input type="checkbox"/> c. Applicant holds or has been approved for an on-premises license, such as a Class C, A-Hotel, B-Hotel, Tavern, Club, G-1, or G-2 license.

Section 2 - Quota Requirements for New SDM License Applicants

Applicant must qualify under one of the following sections of the Liquor Control Code regarding the SDM quota:

<input type="checkbox"/> a. Applicant is an applicant for or holds a Class C, A-Hotel, B-Hotel, Tavern, Club, G-1, or G-2 license. <i>MCL 436.1533(5)(a) - SDM license is exempt from SDM quota and license cannot be transferred to another location.</i>
<input type="checkbox"/> b. Applicant's establishment is at least 20,000 square feet and at least 20% of gross receipts are derived from the sale of food. <i>MCL 436.1533(5)(b)(i) - SDM license is exempt from SDM quota and license cannot be transferred to another location.</i>
<input type="checkbox"/> c. Applicant's establishment is a pharmacy as defined in the Public Health Code, MCL 333.17707. <i>MCL 436.1533(5)(b)(ii) - SDM license is exempt from SDM quota and license cannot be transferred to another location.</i>
<input type="checkbox"/> d. Applicant's establishment qualifies as a marina under MCL 436.1539. <i>MCL 436.1533(5)(e) - SDM license is exempt from SDM quota and license may be transferred to another location if the applicant complies with MCL 436.1539 at the new location.</i>
<input type="checkbox"/> e. Applicant does not qualify under any of the quota exemptions or waiver listed above. <i>MCL 436.1533(5) - Commission shall issue one (1) SDM for every 1,000 population in a local governmental unit and an unissued SDM must be available in the local governmental unit for the applicant to qualify. SDM license may be transferred to another location.</i>

Documents Required To Be Submitted with New SDM License Application

In addition to the documents listed on the application checklist, the new SDM license applicant must submit the documents listed below, as applicable, with its application to comply with the requirements described above. Select one or more of the following:

<input type="checkbox"/> Copy of retail food establishment license or extended retail food establishment license for a SDM license. The name on the food establishment license must match the applicant name in Part 1 of this application form. <i>A food establishment license is not required for a SDM license to be issued in conjunction with a SDD license or an on-premises license.</i>
<input type="checkbox"/> If applying under Section 2b above, documentary proof that applicant's establishment is at least 20,000 square feet and at least 20% of gross receipts are derived from the sale of food.
<input type="checkbox"/> If applying under Section 2c above, a copy of the pharmacy license issued under the Public Health Code.

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301.

For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

Name: Peter Coratti		
Home address: 824 E. Huron		
City: Milford	State: MI	Zip Code: 48381
Business Phone:	Cell Phone: 2488425667	Email: petercoratti@yahoo.com
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes , please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee <u>may not</u> hold interest in a manufacturer or wholesaler licensee.		<input type="radio"/> Yes <input checked="" type="radio"/> No
Do you hold 10% or more interest in the applicant entity?		<input checked="" type="radio"/> Yes <input type="radio"/> No
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed " <u>Livescan Fingerprint Background Request</u> " with your application.		

Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).

Date of Birth: [REDACTED]	Social Security Number: [REDACTED]	Driver's License Number: [REDACTED]
Are you a citizen of the United States of America?		<input checked="" type="radio"/> Yes <input type="radio"/> No
Have you ever legally changed your name?		<input type="radio"/> Yes <input checked="" type="radio"/> No
If you answered "yes", please list your prior name(s) (including maiden):		
Spouse's full name (if currently married): not married		
Spouse's date of birth:	Is your spouse a citizen of the United States of America?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan?		<input type="radio"/> Yes <input checked="" type="radio"/> No
Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC?		<input type="radio"/> Yes <input checked="" type="radio"/> No
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary):		<input type="radio"/> Yes <input checked="" type="radio"/> No
Date	City/State	Charge
		Disposition
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary):		<input type="radio"/> Yes <input checked="" type="radio"/> No
Date	City/State	Charge
		Disposition

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false or fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Peter Coratti _____
 Print Name Signature Date

Part 6 - Contact Information

Provide information on the contact person for this application. Please note that corporations and limited liability companies must provide documentation (e.g. meeting minutes, corporate resolution) authorizing anyone other than the applicant or an attorney of record to be the contact person. If an authorization is not provided, your contact person will not be acknowledged if they are anyone other than the applicant or attorney.

What is your preferred method of contact?		<input checked="" type="radio"/> Phone	<input type="radio"/> Mail	<input type="radio"/> Email	<input type="radio"/> Fax
What is your preferred method for receiving a Commission Order?		<input type="radio"/> Mail	<input checked="" type="radio"/> Email	<input type="radio"/> Fax	
Contact name: Peter Coratti	Relationship:				
Mailing address: 824 E. Huron, Milford, MI 48381					
Phone: 248.842.5667	Fax number:	Email: petercoratti@yahoo.com			

Part 7 - Attorney Information (If You Have An Attorney Representing You For This Application)

Attorney name:		Member Number: P-			
Attorney address:					
Phone:	Fax number:	Email:			
Would you prefer that we contact your attorney for all licensing matters related to this application?					<input type="radio"/> Yes <input type="radio"/> No
Would you prefer any notices or closing packages be sent directly to your attorney?					<input type="radio"/> Yes <input type="radio"/> No

Part 8 - Signature of Applicant

Be advised that the information contained in this application will only be used for this request. This section will need to be completed for each subsequent request you make with this office.

Notice: When purchasing a license, a buyer can be held liable for tax debts incurred by the previous owner. Prior to committing to the purchase of any license or establishment, the buyer should request a tax clearance certificate from the seller that indicates that all taxes have been paid up to the date of issuance. Obtaining sound professional assistance from an attorney or accountant can be helpful to identify and avoid any pitfalls and hidden liabilities when buying even a portion of a business. Sellers can make a request for the tax clearance certificate through the Michigan Department of Treasury.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Peter Coratti - Business Owner _____ *Peter Coratti* _____ 12-6-19 _____
 Print Name of Applicant & Title Signature of Applicant Date

Please return this completed form along with corresponding documents and fees to:
 Michigan Liquor Control Commission
 Mailing address: P.O. Box 30005, Lansing, MI 48909
 Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
 Fax to: 517-284-8557



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Livescan Fingerprint Background Request Instructions for Michigan & Out-of-State Applicants

APPLICANTS THAT LIVE IN MICHIGAN

Applicants for a Michigan liquor license must have their fingerprints a law enforcement agency in Michigan that offers digital fingerprinting or a private Livescan vendor approved by the Michigan State Police. You may access a list of approved vendors on the Michigan State Police website (contains vendors' websites and contact information):
http://www.michigan.gov/msp/0,4643,7-123-1878_8311-237662--00.html.

On the attached Livescan Fingerprint Background Request form, you must use the correct Code (LL), Agency ID Number (1479J), and Agency Name (MI DEPT OF LICENSING AND REGULATORY AFFAIRS - LIQUOR CONTROL) in order for the fingerprint report to be sent to the Michigan Liquor Control Commission. Payment receipts **should not** be mailed to the office, but kept for your own records.

You must bring the Livescan Fingerprint Background Request form with a driver's license or other state or federal-issued picture identification to your fingerprint appointment. You will also be required to pay a separate fee to the fingerprint agency when registering and/or scheduling your appointment. A copy of the Livescan Fingerprint Background Request form, which is signed by the Livescan Operator and returned to you, must be submitted with your application in order for your request to be investigated.

When your fingerprints are taken, a technician will perform a scan of your fingerprints and submit the data electronically to the Michigan State Police.

APPLICANTS THAT LIVE OUTSIDE OF MICHIGAN

Applicants for a Michigan liquor license that live outside of Michigan must submit fingerprints through one of the private Livescan vendors approved by Michigan State Police that offer fingerprinting for residents that live outside of Michigan. You may access a list of approved vendors that process finger print cards for non-Michigan residents on the Michigan State Police website (contains vendors' websites and contact information): http://www.michigan.gov/msp/0,4643,7-123-1878_8311-237662--00.html.

The applicant must contact a local law enforcement agency, governmental agency, or private fingerprint agency to perform ink fingerprinting on a FBI fingerprint card (FD-258) or fingerprint cards from any other state or local agency (fingerprint cards must be on card stock). These fingerprint cards must be submitted for processing to one of vendors on the Michigan State Police's list of approved vendors. Contact the vendor directly regarding its process and the fee for submitting the fingerprint cards for processing.

Make a copy of the completed and signed Livescan Fingerprint Background Request form and submit that copy with the license application.

WHAT HAPPENS AFTER FINGERPRINTS ARE SUBMITTED

The law enforcement agency or private vendor will submit your fingerprints to the Michigan State Police for analysis.

If no criminal history is found, the Michigan Liquor Control Commission will be notified.

If criminal history is found, the Michigan State Police will send the record directly to the Michigan Liquor Control Commission for review.

QUESTIONS AND ADDITIONAL INFORMATION

For questions about the Livescan fingerprinting process, call the Michigan State Police at 517-241-0606.


Please do not contact the Michigan Liquor Control Commission regarding your criminal background check, unless your fingerprints were taken more than 30 days ago:

Please note: Fingerprints taken for any other agency will not fulfill fingerprint requirements for a liquor license in Michigan.

AUTHORITY: MCL 28.162, MCL 28.214, MCL 28.248, & MCL 28.273
COMPLIANCE: Voluntary. However, failure to complete this form will result in denial of request.

LIVE SCAN FINGERPRINT BACKGROUND CHECK REQUEST

Purpose: To conduct a civil fingerprint-based background check for employment, to volunteer, or for licensing purposes as authorized by law.

I. Authorizing Information							
1. Fingerprint Reason Code LL	2. Requestor/Agency ID 1479J	3. Agency Name MI Dept of Licensing & Regulatory Affairs - Liquor Control			4. Individual ID (MNU-OA)		
II. Applicant Information: Type or clearly print answers in all fields before going to be fingerprinted.							
1a. Last Name Coratti		1b. First Name Peter		1c. Middle Initial	1d. Suffix		
2. Any Alternative Names, Last Names, or Aliases				3. Social Security Number (Optional)			
4. Place of Birth (State or Country) Michigan		5. Date of Birth [REDACTED]	6. Phone Number 2488425667		7. Driver's License / State ID Number [REDACTED]		8. Issuing State MI
9. Home Address 824 E. Huron			10. City Milford		11. State MI	12. ZIP Code 48381	
13. Sex Male	14. Race White	15. Height	16. Weight	17. Eye Color		18. Hair Color	
III. Live Scan Information							
1. Date Printed		2. Picture ID Type Presented		3. Transaction Control Number (TCN)		4. Live Scan Operator*	
*When an individual ID is provided, please enter the ID into the Miscellaneous Number (MNU) field on the Live Scan device. Select OA - Originating Agency Identifier and then enter the unique identifier in the Identification Code field.							
IV. Privacy Act Statement							
<p>Authority: Acquisition, preservation, and exchange of fingerprints and associated information by the Federal Bureau of Investigation (FBI) is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.</p> <p>Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.</p> <p>Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine Uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.</p>							
V. Procedure to Obtain a Change, Correction, or Update of Identification Records							
<p>If, after reviewing his/her identification record, the subject thereof believes that it is incorrect or incomplete in any respect and wishes changes, corrections, or updating of the alleged deficiency; he/she should make application directly to the agency which contributed the questioned information. The subject of a record may also direct his/her challenge as to the accuracy or completeness of any entry on his/her record to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D2, 1000 Custer Hollow Road, Clarksburg, WV 26306. The FBI will then forward the challenge to the agency which submitted the data requesting that agency to verify or correct the challenged entry. Upon the receipt of an official communication directly from the agency which contributed the original information, the FBI CJIS Division will make any changes necessary in accordance with the information supplied by that agency. (28 CFR § 16.34)</p>							
VI. Consent							
<p>I understand that my personal information and biometric data being submitted by Live Scan, will be used to search against identification records from both the Michigan State Police (MSP) and the FBI for the purpose listed above. I hereby authorize the release of my personal information for such purposes and release of any records found to the authorized requesting agency listed above.</p>							
Signature: 						Date: 12-6-19	



Michigan Department of Licensing and Regulatory Affairs
Finance and Administrative Services
Revenue Services

LARA Revenue Services is not a part of the Michigan Liquor Control Commission (see note below).

Credit Card Authorization Form

**** FAX COMPLETED FORM TO SECURE FAX LINE: 517-284-8557 ****
**** DO NOT EMAIL OR MAIL THIS FORM ****

Requests with credit card payments that are not faxed to the above secure fax line will be destroyed along with the credit card authorization in order to ensure the security of applicants' personal credit card numbers.

****IF YOU ARE NOT SUBMITTING AN APPLICATION FORM WITH THIS CREDIT CARD AUTHORIZATION, YOU MUST PROVIDE AN ITEMIZATION OF THE FEES FOR WHICH YOU ARE SUBMITTING PAYMENT OR YOUR PAYMENT WILL NOT BE PROCESSED****

Name: Coratti's on Grand LLC
Address: 316 E. Grand River
City: Howell
State: MI
Zip Code: 48843
Phone: 248.842.5667

Transaction Amount: _____
Card Number: _____
Check One:
 MasterCard Visa Discover
Security Code/CW Code: _____
Expiration Date: _____

Applicant/Licensee Name: Peter Coratti Request or Business ID #: [REDACTED]

Peter Coratti
Signature

Payment is for: \$954

IF YOU ARE NOT SUBMITTING AN APPLICATION FORM WITH THIS CREDIT CARD AUTHORIZATION, YOU MUST PROVIDE AN ITEMIZATION OF THE FEES FOR WHICH YOU ARE SUBMITTING PAYMENT OR YOUR PAYMENT WILL NOT BE PROCESSED.

Credit Card Payment Itemization:

Fee Type	Fee Amount	MLCC Fee Code
<input checked="" type="checkbox"/> Inspection Fee(s):	<u>70</u>	4036
<input type="checkbox"/> Special License Fee(s):	_____	4008
<input type="checkbox"/> Temporary Authorization Fee:	_____	4037
<input type="checkbox"/> License Renewal Fee(s):	_____	4004
<input type="checkbox"/> Manufacturer License(s):	_____	4038
<input type="checkbox"/> Wholesaler License(s):	_____	4085
<input checked="" type="checkbox"/> New Retailer License(s):	<u>600</u>	4012
<input type="checkbox"/> Transfer Retailer License(s):	_____	4034
<input type="checkbox"/> Conditional License	_____	4012
<input type="checkbox"/> New Add Bar <input type="checkbox"/> Transfer Add Bar:	_____	4012/4034
<input checked="" type="checkbox"/> Sunday Sales Permit (AM):	<u>160</u>	4033
<input checked="" type="checkbox"/> Sunday Sales Permit (PM):	<u>24</u>	4032
<input checked="" type="checkbox"/> Catering Permit:	<u>100</u>	4031

LARA Revenue Services is not a part of the Michigan Liquor Control Commission (MLCC). Receipt of payment and application forms by LARA Revenue Services does not constitute receipt of an application by the MLCC. Applications submitted through LARA Revenue Services may take up to two (2) additional business days to be received by the MLCC after receipt by LARA Revenue Services.

For requests that require a timely receipt of an application by the MLCC to be processed, such as Special Licenses and temporary requests, please ensure that your application will be received in adequate time to be processed by the MLCC after the payment is received and processed by LARA Revenue Services.

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: TIMOTHY R. SCHMITT, COMMUNITY DEVELOPMENT DIRECTOR
DATE: FEBRUARY 4, 2020
RE: ORDINANCE 931 – STANDARDS FOR PRIVATE WATER WELLS

Ordinance 931, a City initiated change to the Chapter 1040 of the City Code to modify the standards for private water wells within the City, was introduced at the January 27, 2020 meeting. Current ordinances would allow water wells to be constructed in the City under specific, but limited, circumstances. In our discussions with the Livingston County Health department regarding recent environmental concerns in the City, Staff realized that it would be better if we simply banned all new wells, to avoid any contamination concerns.

The attached ordinance would prohibit any future wells, either for domestic water or landscaping, in the City of Howell. The only exception would be where an existing well for domestic water use failed and the City's water service was more than 200 feet from the building, house, or property. In that specific case, a new well could be constructed subject to all City, County, and State requirements. All other wells, either domestic or landscaping, would be prohibited going forward.

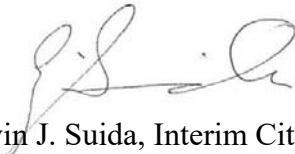
At the January 27, 2020 City Council meeting, the Ordinance was introduced and City Council asked how many wells have been approved in the City and what properties this ordinance will impact. Staff has researched the question and can state that there have only been two well requests within the City in the past 20 years. Both were for the Howell Public Schools main complex on Grand River Avenue and both were for irrigation wells at ball fields.

There has not been a residential well request within the City of Howell in over two decades. The County has a record of all wells in the City, but the majority of them are on properties that have converted to public water service or have public water service available. For any property with an existing well and no public water service within 200 feet, they will be eligible to apply for a permit to install a new well. This only will apply to an extremely small number of parcels in the City.

ACTION REQUESTED:

Adopt Ordinance 931, an ordinance to amend the standards for private wells within the City of Howell

REVIEWED & APPROVED FOR SUBMISSION:


Ervin J. Suida, Interim City Manager

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CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of Ordinance No. 931, adopted by the City Council of the City of Howell, Livingston County, Michigan, at a regular meeting held on the 10th day of February, 2020 and that the meeting was held and the minutes therefore were filed in compliance with Act No. 267 of the Public Acts of 1976.

IN WITNESS WHEREOF, I have hereto affixed my official signature this ____ day of _____, 2020.

BY:
Howell City Clerk

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ORDINANCE NO. 931

AN ORDINANCE TO AMEND THE STANDARDS FOR PRIVATE WELLS WITHIN THE
CITY OF HOWELL

THE CITY OF HOWELL ORDAINS:

Section 1. Chapter 1040 Water, is hereby amended to read as follows:

1040.01 [No change]

1040.02 USE OF PUBLIC WATER SUPPLY REQUIRED ~~WHEN AVAILABLE.~~

(a) Except as provided in this chapter, no person shall construct ~~or maintain~~ any private water well within the City limits.

(b) Every owner of a house, building or property used for human occupancy, employment, recreation or other purposes, situated in the City and abutting on a street, alley or right of way in which there is now located or may in the future be located a public water system of the City, shall, at his or her own expense, install suitable plumbing facilities therein. ~~Said house or building may be connected to an existing private water well as long as it meets with the approval of the Livingston County Health Department. When in the future said private water well fails, then the property owner shall connect to the public water system, in accordance with the provisions of this chapter, provided that the public water system is within 200 feet of the nearest property line of such house, building or property. Any private water well existing as a result of the connection to the public water system may be used and maintained as provided in subsection (d) hereof or shall be abandoned pursuant to subsection (e) hereof.~~

(c) When in the future a private water well fails, then the property owner shall connect to the public water system, in accordance with the provisions of this chapter, provided that the public water system is within 200 feet of the nearest property line of such house, building or property. If the public water system is not located within 200 feet of the house, building, or property where the well has failed, then the owner may construct a new well for domestic water use only, in accordance with all City, County, and State requirements.

~~(e) A private water well may be constructed and maintained for domestic use on any property within the City where the public water system is more than 200 feet away from the nearest property line of said property. Said private water well shall be subject to the approval of the Livingston County Health Department.~~

~~(d) Any private water well existing as a result of the connection to the public water system shall be abandoned pursuant to subsection (e) hereof. A private water well may be constructed and maintained for non-domestic use (such as lawn sprinkling) on any property in the City upon approval of the City and the Livingston County Health Department. Said private water well shall not be interconnected with the public water system.~~

(e)(d) The abandonment of any private water well shall be made by the owner of such property pursuant to standards set forth by the Livingston County Health Department.

1040.03 [No change]

1040.99 [No change]

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Section 6. All Ordinances inconsistent herewith are hereby repealed.

Section 7. This Ordinance shall take effect seven (7) days after publication and pursuant to the Howell City Charter.

ADOPTED by the Howell City Council at its regular meeting this 10th day of February, 2020.

BY: NICK PROCTOR, MAYOR

BY: JANE CARTWRIGHT, CLERK

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of Ordinance No. 931, adopted by the City Council of the City of Howell, Livingston County, Michigan, at a regular meeting held on the 10th day of February, 2020 and that the meeting was held and the minutes therefore were filed in compliance with Act No. 267 of the Public Acts of 1976.

IN WITNESS WHEREOF, I have hereto affixed my official signature this ____ day of _____, 2020.

BY:
Howell City Clerk

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: TIMOTHY R. SCHMITT, COMMUNITY DEVELOPMENT DIRECTOR
DATE: FEBRUARY 5, 2020
RE: HRC PROPOSAL FOR SURVEYING WORK – BARNARD BUILDING PROPERTY

Staff has been directed to move forward with the demolition of the Barnard Building and the preparation of the property under the building for potential sale in the future. The first step in preparing for the sale is to determine the size of the property that would actually be marketable after the building is demolished. To finalize the marketable property, a survey needs to be completed of the property and the structures that will remain when the main building has been demolished.


The attached proposal from HRC is set up in two parts. The first phase of the work is what Staff is asking the City Council to authorize at this time. It would get the city to the point of having a marketable survey and knowing exactly how many lots are available for sale. The second phase, which will eventually need to occur prior to selling the lots, would create the actual lots with all the necessary documentation and monumentation.

At this time, Staff would recommend moving forward with Phase 1 of the proposal in the amount of \$8,937.20. Phase 2 can be postponed until such time as we know how many lots we have for sale and an estimate of the price we will be able to charge for each lot. Staff will come back to the City Council for discussion of next steps once Phase 1 of the surveying is completed.

ACTION REQUESTED:

Accept the first phase of the surveying proposal from Hubbell, Roth, and Clark for the property at 415 North Barnard for a cost not to exceed \$8,937.20.

REVIEWED & APPROVED FOR SUBMISSION:



Erv Suida, Interim City Manager

PRINCIPALS

Daniel W. Mitchell
Nancy M.D. Faught
Jesse B. VanDeCreek
Roland N. Alix
Michael C. MacDonald
James F. Burton
Charles E. Hart
Todd J. Sneathen

CONTROLLER
Donna M. Martin

SENIOR ASSOCIATES

Gary J. Tressel
William R. Davis
Dennis J. Benoit
Robert F. DeFrain
Thomas D. LaCross
Timothy H. Sullivan
Thomas G. Maxwell

ASSOCIATES

Marshall J. Grazioli
Colleen L. Hill-Stramsak
Bradley W. Shepler
Karyn M. Stickle
Jane M. Graham
Aaron A. Uranga
Salvatore Conigliaro
Melissa A. Coatta
Michael P. Darga
Brian K. Davies
Matthew G. Slicker
James J. Surhigh
Trevor S. Wagenmaker
Adrianna M. Melchior
Jesse M. Morgan

HUBBELL, ROTH & CLARK, INC.
STREET: 105 W. Grand River
Howell, MI 48843
PHONE: 517-552-9199
WEBSITE: hrcengr.com

OTHER OFFICE LOCATIONS

Bloomfield Hills
Delhi Township
Detroit
Grand Rapids
Jackson
Kalamazoo
Lansing

February 1, 2020

City of Howell
611 E. Grand River
Howell, MI 48843

Attn: Timothy R. Schmitt, AICP, Community Development Director

Re: Barnard Street City of Howell Parcel Splits

HRC Job No. 20191112

Dear Mr. Schmitt:

Thank you for affording Hubbell, Roth & Clark (HRC) the opportunity to assist the City of Howell with Professional Surveying services regarding a City owned property on which the Barnard Community Center is currently situated as show on the attachment. It is our understanding that the City wishes to have a Boundary Survey and a Parcel Split performed. A Boundary Survey is needed in order to verify the extent of the parcel. It is also our understanding that parcel splits will be needed for the purpose of providing buildable lots for the Howell Education Foundation's use in teaching residential home building skills. HRC recommends accomplishing this in a two-phased approach as outlined below.

Phase I – Parcel Boundary

≡ Parcel Research

Information for each parcel must be gathered in order to determine property ownership and locate possible encumbrances. HRC will order title work from a reputable title research company. Research documents may include recorded surveys, deeds and easements.

≡ Field Survey

After Parcel Research is completed and a general boundary of the parcel(s) is calculated, field surveyors will perform reconnaissance and data to locate any existing monumentation and ownership evidence such as property corners, fences and monuments.

≡ Certified Survey

After a field survey is completed a final survey figure of the parcel boundary will be drafted and permanent boundary monuments will be set in accordance with the Certified Surveys Act 132 of 1970. The final boundary survey will be recorded at the Livingston County Register of Deeds and will serve as the basis for Phase 2 as outlined below.

Phase II – Parcel Splits

≡ Proposed Parcel Split

Upon completion of a Certified Boundary Survey of the parent parcel, HRC will develop survey figures to show the proposed lots to be created. HRC will work with the Community Development Director to determine lot size and shape and number of splits that will satisfy the project requirements.

≡ Final Parcel Figures

Once the proposed parent parcel splits are approved by the City of Howell, HRC will draft final figures for each new parcel.

≡ Parcel Monumentation

When the proposed parcel splits are accepted, new lots will be monumented accordance with the Land Division Act 288 of 1967. A legal document may be recorded at the Livingston County Register of Deeds.

Budget

HRC's estimate to complete Phase I of this project is \$8,937.20 using the updated 2019 rate schedule.
HRC's estimate to complete Phase II of this project is \$7,254.00 using the updated 2019 rate schedule.

HRC proposes to perform the design tasks as outlined in this proposal. This proposal does not include site engineering services and assumes that the project location is suitable for building purposes. We will only invoice the City for the actual time spent on this project and will not exceed this amount without authorization. The proposed hours per task is outlined in the attached Staff Hour Projections.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Scott D. Roth, P.S.
Mid-Michigan Survey Manager

HUBBELL, ROTH & CLARK, INC.



Andy Malczewski

Attachments

20200201_Howell_Property_Splits_SE_Proposal_Estimate_Barnard_Street.pdf
Preliminary Figure1.pdf

pc: City of Howell: T. Schmitt, E. Suida
HRC; N. Faught, M. Darga, A. Malczewski

HRC
Hours / Costs for Barnard Community Center SE Proposal
City of Howell
1/6/2019
PHASE 1

Task Description	Project Surveyor	Senior Survey Party Chief	Graduate Surveyor I	CAD Technician	Total By Task
Research	4				4
Field Survey	4	20	10		34
Certified Survey	16		8	24	48

Total Hours by Classification	24	20	18	24	86
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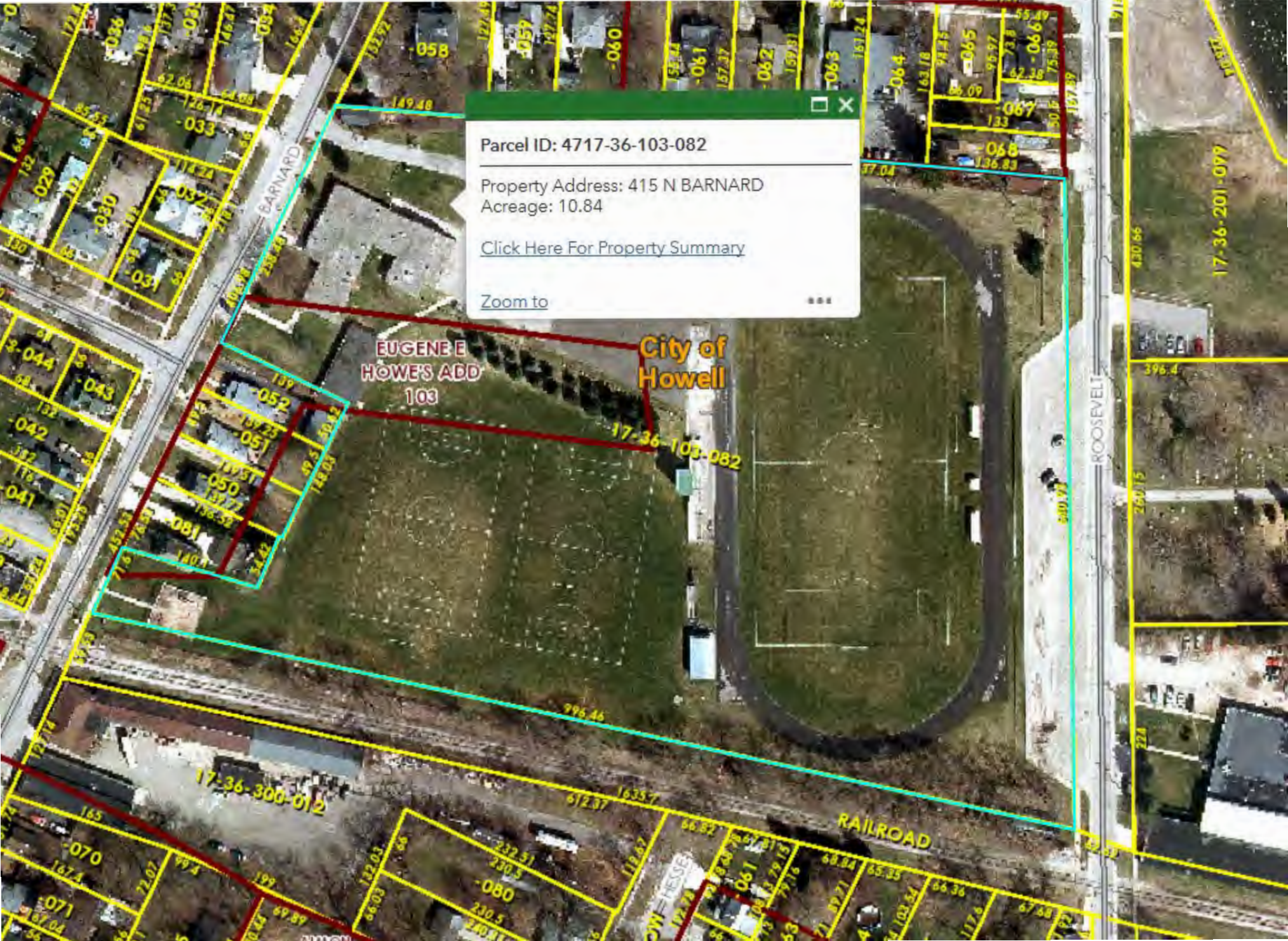
	Hours	Base Hourly Rate (Max)	Billable Hourly Rate (Max)	Billable Cost (Max)
Document Recording				\$ 30.00
Title Work				\$ 300.00
Project Surveyor	24	\$ 40.00	\$ 112.00	\$ 2,688.00
Senior Survey Party Chief	20	\$ 35.50	\$ 99.40	\$ 1,988.00
Graduate Surveyor I	18	\$ 32.00	\$ 89.60	\$ 1,612.80
CAD Technician	24	\$ 34.50	\$ 96.60	\$ 2,318.40
	86		Subtotal HRC Cost	\$ 8,937.20

HRC
Hours / Costs for Barnard Community Center SE Proposal
City of Howell
2/1/2020
PHASE 2

Task Description	Project Surveyor	Senior Survey Party Chief	Graduate Surveyor I	CAD Technician	Total By Task
Proposed Parcel Splits	10			16	26
Final Parcel Figures	10			24	34
Parcel Monumentation	2		10		12

Total Hours by Classification	22	0	10	40	72
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	Hours	Base Hourly Rate (Max)	Billable Hourly Rate (Max)	Billable Cost (Max)
Document Recording Fee				\$ 30.00
Project Surveyor	22	\$ 40.00	\$ 112.00	\$ 2,464.00
Senior Survey Party Chief	0	\$ 35.50	\$ 99.40	\$ -
Graduate Surveyor I	10	\$ 32.00	\$ 89.60	\$ 896.00
CAD Technician	40	\$ 34.50	\$ 96.60	\$ 3,864.00
	72		Subtotal HRC Cost	\$ 7,254.00



Parcel ID: 4717-36-103-082

Property Address: 415 N BARNARD
Acreage: 10.84

[Click Here For Property Summary](#)

[Zoom to](#) ☰

EUGENE E
HOWE'S ADD
103

City of
Howell

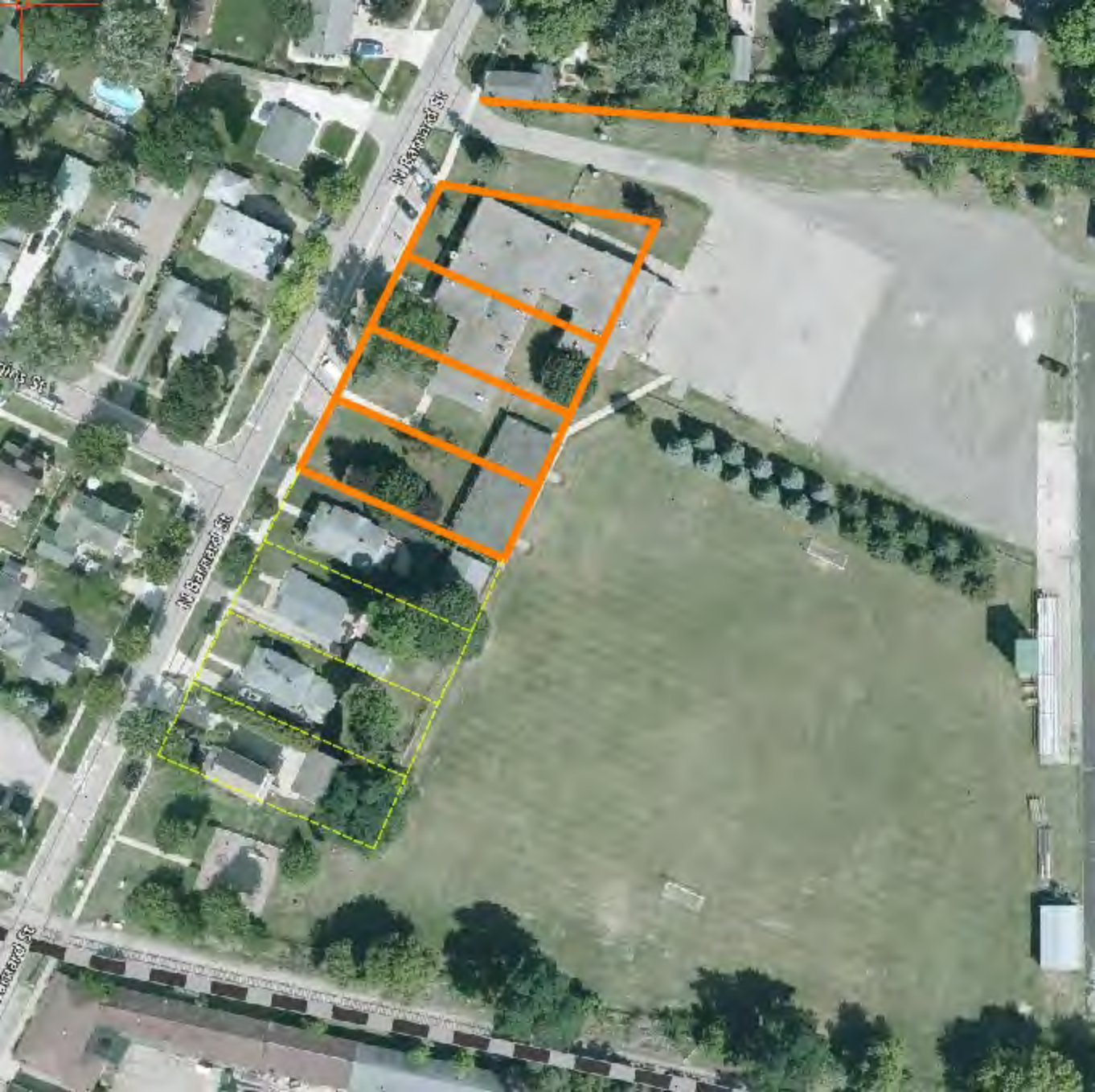
17-36-103-082

17-36-300-012

RAILROAD

ROOSEVELT

17-36-201-099



CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: TIMOTHY R. SCHMITT, COMMUNITY DEVELOPMENT DIRECTOR
DATE: FEBRUARY 5, 2020
RE: HRC PROPOSAL FOR SURVEYING WORK – 324 WEST STREET PROPERTY

Staff has been directed to continue working towards a potential sale of the City owned property at 324 West Street to the Howell Education Foundation. The property would be used for the Howell Public School's program teaching students home building and building trades work. The City acquired the property in 1998 and cleaned up the environmental issues on the site, from the previous automotive oriented use. It has remained vacant since that time. There have been previous discussions on developing the property, but nothing has moved beyond the concept stage and no surveying work has been done on the site to create new lots.


The attached proposal from HRC is set up in two parts. The first phase of the work is what Staff is asking the City Council to authorize at this time. It would get the city to the point of knowing exactly how many lots are available for sale, allowing us to continue conversations with the Howell Education Foundation. The second phase, which will eventually need to occur prior to selling the lots, would create the actual lots with all the necessary documentation and monumentation.

At this time, Staff would recommend moving forward with Phase 1 of the proposal in the amount of \$7450.40. Phase 2 can be postponed until such time as we know how many lots we have for sale and how the deal with the Foundation will be structured. Staff will come back to the City Council for discussion of next steps once Phase 1 of the surveying is completed.

ACTION REQUESTED:

Accept the first phase of the surveying proposal from Hubbell, Roth, and Clark for the property at 324 West Street for a cost not to exceed \$7,450.40.

REVIEWED & APPROVED FOR SUBMISSION:



Erv Suida, Interim City Manager

PRINCIPALS

Daniel W. Mitchell
Nancy M.D. Faught
Jesse B. VanDeCreek
Roland N. Alix
Michael C. MacDonald
James F. Burton
Charles E. Hart
Todd J. Sneathen

CONTROLLER
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Melissa A. Coatta
Michael P. Darga
Brian K. Davies
Matthew G. Slicker
James J. Surhigh
Trevor S. Wagenmaker
Adrianna M. Melchior
Jesse M. Morgan

HUBBELL, ROTH & CLARK, INC.
STREET: 105 W. Grand River
Howell, MI 48843
PHONE: 517-552-9199
WEBSITE: hrcengr.com

OTHER OFFICE LOCATIONS

Bloomfield Hills
Delhi Township
Detroit
Grand Rapids
Jackson
Kalamazoo
Lansing

February 1, 2020

City of Howell
611 E. Grand River
Howell, MI 48843

Attn: Timothy R. Schmitt, AICP, Community Development Director

Re: West Street City of Howell Parcel Splits HRC Job No. 20191112

Dear Mr. Schmitt:

Thank you for affording Hubbell, Roth & Clark (HRC) the opportunity to assist the City of Howell with Professional Surveying services regarding a City owned property located near West St. and Railroad St. as shown in the attachment. It is our understanding that the City wishes to have a Boundary Survey and a Parcel Split performed. A Boundary Survey is needed in order to verify the extent of the parcel. It is also our understanding that parcel splits will be needed for the purpose of providing buildable lots for Howell Education Foundation's use in teaching residential home building skills. HRC recommends accomplishing this in a two-phased approach as outlined below.

Phase I – Parcel Boundary

≡ Parcel Research

Information for each parcel must be gathered in order to determine property ownership and locate possible encumbrances. HRC will order title work from a reputable title research company. Research documents may include recorded surveys, deeds and easements.

≡ Field Survey

After Parcel Research is completed and a general boundary of the parcel(s) is calculated, field surveyors will perform reconnaissance and data to locate any existing monumentation and ownership evidence such as property corners, fences and monuments.

≡ Certified Survey

After a field survey is completed a final survey figure of the parcel boundary will be drafted and permanent boundary monuments will be set in accordance with the Certified Surveys Act 132 of 1970. The final boundary survey will be recorded at the Livingston County Register of Deeds and will serve as the basis for Phase 2 as outlined below.

Phase II – Parcel Splits

≡ Proposed Parcel Split

Upon completion of a Certified Boundary Survey of the parent parcel, HRC will develop survey figures to show the proposed lots to be created. HRC will work with the Community Development Director to determine lot size and shape and number of splits that will satisfy the project requirements.

≡ Final Parcel Figures

Once the proposed parent parcel splits are approved by the City of Howell, HRC will draft final figures for each new parcel.

≡ Parcel Monumentation

When the proposed parcel splits are accepted, new lots will be monumented accordance with the Land Division Act 288 of 1967. A legal document may be recorded at the Livingston County Register of Deeds.

Budget

HRC's estimate to complete Phase I of this project is \$7,450.40 using the updated 2019 rate schedule.
HRC's estimate to complete Phase II of this project is \$6,806.00 using the updated 2019 rate schedule.

HRC proposes to perform the design tasks as outlined in this proposal. This proposal does not include site engineering services and assumes that the project location is suitable for building purposes. We will only invoice the City for the actual time spent on this project and will not exceed this amount without authorization. The proposed hours per task is outlined in the attached Staff Hour Projections.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Scott D. Roth, P.S.
Mid-Michigan Survey Manager

HUBBELL, ROTH & CLARK, INC.



Andy Malczewski

Attachments:

20200201_Howell_Property_Splits_SE_Proposal_Estimate_West_Street.pdf
Preliminary Figure2.pdf

pc: City of Howell: T. Schmitt, E. Suida
HRC; N. Faught, M. Darga, A. Malczewski

HRC
Hours / Costs for West Street Community Center SE Proposal
City of Howell
2/1/2020
PHASE 1

Task Description	Project Surveyor	Senior Survey Party Chief	Graduate Surveyor I	CAD Technician	Total By Task
Research	4		0		4
Field Survey	4	10	10		24
Certified Survey	10		10	24	44

Total Hours by Classification	18	10	20	24	72
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	Hours	Base Hourly Rate (Max)	Billable Hourly Rate (Max)	Billable Cost (Max)
Document Recording				\$ 30.00
Title Work				\$ 300.00
Project Surveyor	18	\$ 40.00	\$ 112.00	\$ 2,016.00
Senior Survey Party Chief	10	\$ 35.50	\$ 99.40	\$ 994.00
Graduate Surveyor I	20	\$ 32.00	\$ 89.60	\$ 1,792.00
CAD Technician	24	\$ 34.50	\$ 96.60	\$ 2,318.40
	72		Subtotal HRC Cost	\$ 7,450.40

HRC
Hours / Costs for West Street Community Center SE Proposal
City of Howell
2/1/2020
PHASE 2

Task Description	Project Surveyor	Senior Survey Party Chief	Graduate Surveyor I	CAD Technician	Total By Task
Proposed Parcel Splits	8			16	24
Final Parcel Figures	8			24	32
Parcel Monumentation	2		10		12

Total Hours by Classification	18	0	10	40	68
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	Hours	Base Hourly Rate (Max)	Billable Hourly Rate (Max)	Billable Cost (Max)
Document Recording Fee				\$ 30.00
Project Surveyor	18	\$ 40.00	\$ 112.00	\$ 2,016.00
Senior Survey Party Chief	0	\$ 35.50	\$ 99.40	\$ -
Graduate Surveyor I	10	\$ 32.00	\$ 89.60	\$ 896.00
CAD Technician	40	\$ 34.50	\$ 96.60	\$ 3,864.00
	68		Subtotal HRC Cost	\$ 6,806.00



INDIAN OAKS
OF HOWELL

105

48.16
-009
50.98
37.57
-010
29.04
31.81
30.31
-011
49.52
60.88
29.07
48.21

39.24
-013
28.79
31.95
50.25
-012
47.22
32.39

City of
Howell

Parcel ID: 4717-36-102-061

Property Address: 324 WEST
Acreage: 0.71

[Click Here For Property Summary](#)

[Zoom to](#) ⋮

CRANE &
BROOKS
102-202.3

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-005
105
-006
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132
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ROW

WEST

RAILROAD

RAILROAD

WEIMORE

-012

-011

-010

-008



CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: ERVIN SUIDA, INTERIM CITY MANAGER
DATE: FEBRUARY 3, 2020
RE: DIAMOND CHROME RESTRICTIVE COVENANT

Diamond Chrome has advised the City of Howell that additional caution and restrictions are necessary in the event the City undertakes any activities on the Diamond Chrome Plating (DCP) property that require soil handling and/or contact with groundwater. As a part of DCP negotiations with the Department of Energy, Great Lakes and Environment (EGLE) a Restrictive Covenant on the DCP property is part of the recommended remedial action plan, a copy of which has been provided to City Council. A Restrictive Covenant over property must obtain confirmation that Notice of the Restrictive Covenant has been provided to any and all easement holders, including the City of Howell. The City of Howell has both a water main and storm sewer main within an easement on DCP property.

Therefore, we have been requested to sign and confirm receipt of the Notice. In addition, you should be aware, a Media Management Plan has been prepared by Diamond Chrome's environmental consultant which gives directions on how to handle soils when on the Diamond Chrome property. The Plan confirms that if additional handling costs are incurred, that Diamond Chrome will cover those costs. A copy of the Media Management Plan is also included in your packet.

Both documents have been reviewed by our legal consultant with their approval for signature.

ACTION REQUESTED:

Motion to authorize the City of Howell to sign the consent of easement holder document for the restrictive covenant at 604 S. Michigan Avenue, Diamond Chrome Plating.

**DECLARATION OF RESTRICTIVE COVENANT
FOR A RESTRICTED NONRESIDENTIAL REMEDIAL ACTION**

EGLE Reference No: RC-RRD-201-20-003

This Declaration of Restrictive Covenant (Restrictive Covenant) has been recorded with the Livingston County Register of Deeds for the purpose of protecting public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination present at the property located at 604 S Michigan Ave, Howell, Livingston County, Michigan 48843 and legally described in Exhibit 1 attached hereto (Property).

The Property is associated with Diamond Chrome Plating, Inc., Site ID 47000202 for which response activities were conducted pursuant to Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101 *et seq.* The Property described contains hazardous substances in excess of the concentrations developed as the unrestricted residential criteria under Section 20120a(1)(a) or (17) of the NREPA. The Michigan Department of Environment, Great Lakes, and Energy (EGLE) recommends that prospective purchasers or users of the Property undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the due care requirements of Section 20107a of the NREPA.

The restrictions contained in this Restrictive Covenant, recorded pursuant to Section 20121(2) of the NREPA, are based upon information available at the time the response activities were implemented. Failure of the response activities to achieve and maintain the criteria, exposure controls, and any requirements specified by the response activities; future changes in the environmental condition of the Property or changes in the cleanup criteria as defined in the NREPA; the discovery of environmental conditions at the Property that were not accounted for during implementation of the response activities; or use of the Property in a manner inconsistent with the restrictions described herein, may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment.

Definitions

For the purposes of this Restrictive Covenant, the following definitions shall apply:

“EGLE” means the Michigan Department of Environment, Great Lakes and Energy, its successor entities, and those persons or entities acting on its behalf.

"Owner" means at any given time the then current title holder of the Property or any portion thereof.

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA; Part 201 of the NREPA; or the Part 201 Administrative Rules, Michigan Administrative Code, 2013 AACRS R 299.1 – R 299.50, shall have the same meaning in this document as in Parts 3 and 201 of the NREPA and the Part 201 Administrative Rules, as of the date of filing of this Restrictive Covenant.

Summary of Response Activities and Environmental Contamination

Hazardous substances, including, but not limited to, hexavalent chromium, chromium (III), cadmium, nickel, trichloroethylene, cis-1,2-dichloroethylene [DCE], trans-1,2-DCE, vinyl chloride [VC], Per- and polyfluoroalkyl substances (PFAS), and petroleum related constituents, have been released at the Property from historical metal plating operations, a car body shop, machine shop, and an aluminum foundry that operated at the Property. Prior to recording this Restrictive Covenant, response activities have been undertaken to remove hazardous substances, including but not limited to, rehabilitating a sanitary sewer line, chemical injections, and pump and treat of groundwater. Hazardous substances, however, remain present on the Property that require controls in the form of groundwater use restrictions and soil management restrictions to prevent unacceptable exposure.

NOW THEREFORE,

1. Declaration of Land Use or Resource Use Restrictions

Diamond Chrome Plating, Inc., as the Owner of the Property, hereby declares and covenants that the Property shall be subject to the following restrictions and conditions:

a. Activity and Use Limitations

- i. Land Use: The Owner shall prohibit all residential land uses on the Property. Residential land use may include, but is not limited to, homes and surrounding yards, condominiums, and apartments where people live and sleep for significant periods of time.
- ii. Groundwater Use: The Owner shall prohibit the construction and use of wells or other devices on the Property to extract groundwater for consumption, irrigation, or any other purpose, except as provided below:
 - (a) Wells and other devices constructed as part of a response activity for the purpose of evaluating groundwater quality or to remediate subsurface contamination associated with a release of hazardous substances into the environment are permitted provided the construction of the wells or devices complies with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, or federal laws or regulations.

- (b) Short-term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, and federal environmental laws and regulations.
- iii. Vapor Intrusion Exposure Restriction: The Owner shall prohibit the construction and/or use of any buildings or structures on the Property unless the Owner complies with one of the following:
 - (a) The building or structure is an establishment used and classified for manufacturing use consistent with Section 31-33 – Manufacturing , of the North American Industry Classification System, United States, 2012, and the Owner complies with all of the provisions of Section 20120a(18) of the NREPA.
 - (b) The Owner performs an evaluation of the potential for hazardous substances to volatilize into indoor air that demonstrates the protection of persons who may be present within any building or structure and complies with Section 20107a of the NREPA.
 - (c) The Owner installs appropriate engineering controls on any building or structure designed to eliminate the potential for subsurface vapor phase hazardous substances to migrate into the building or structure at concentrations greater than applicable criteria.
- b. Contaminated Soil Management The Owner shall manage all soils, media and/or debris located on the Property in accordance with the applicable requirements of Section 20120c of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Toxic Substances Control Act (TSCA), 15 USC 2601 *et seq.*; Subtitle C of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; the administrative rules promulgated thereunder; and all other relevant state and federal laws.

2. Running with the Land. This Restrictive Covenant shall run with the Property and shall be binding on the Owner; future owners; and their successors and assigns, lessees, easement holders, and any authorized agents, employees, or persons acting under their direction and control. Pursuant to Section 20121(5)(b) of the NREPA, the duration of this Restrictive Covenant is until EGLE or its successor determines that hazardous substances no longer present an unacceptable risk to the public health, safety, or welfare, or the environment. Improper modification or rescission of any restriction necessary to prevent unacceptable exposure to regulated substances may result in the need to perform additional response activities by those parties responsible for performing response activity at the Property or to comply with Section 20107a of the NREPA.

3. Enforcement of Restrictive Covenant. The State of Michigan, through EGLE, and Diamond Chrome Plating, Inc. may individually enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction.

4. Severability. If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof, and all such other provisions shall continue unimpaired and in full force and effect.

5. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner and all other holders of a legal interest whose interest is affected by this Restrictive Covenant as documented and attached hereto as Exhibit 2, and represents and certifies that he or she is duly authorized and has been empowered to execute and record this Restrictive Covenant.

6. Additional Provisions. The provisions provided in the section below are not required for this restrictive covenant to be in compliance with Part 201 of the NREPA. These provisions were agreed to by the Owner at the time the Restrictive Covenant was recorded. Accordingly, EGLE may not enforce the Owner's obligations outlined in these provisions.

a. Access. The Owner grants to EGLE and Diamond Chrome Plating, Inc., and each of their designated representatives, the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance, including the right to take samples, inspect the operation and maintenance of the response activity measures and inspect any records relating to them, and to perform any actions necessary to maintain compliance with Part 201.

b. Conveyance of Property Interest. The Owner shall provide notice to EGLE and Diamond Chrome Plating, Inc. of the Owner's intent to transfer any interest in the Property at least fourteen (14) business days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without adequate and complete provision for compliance with the applicable provisions of Section 20116 of the NREPA. The notice required to be made to EGLE under this Paragraph shall be made to: Director, Remediation and Redevelopment Division, EGLE, P.O. Box 30426, Lansing, Michigan 48909-7926; and shall include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant, EGLE Reference Number RC-RRD-201-20-003. The notice required to be made to Diamond Chrome Plating, Inc. shall be made to: President, Diamond Chrome Plating, Inc., 604 S Michigan Ave, Howell, Livingston County, Michigan 48843; with a copy to: Todd Fracassi, Pepper Hamilton LLP, 4000 Town Center Suite 1800, Southfield, MI 48075. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest.

IN WITNESS WHEREOF, I, _____, the President of Diamond Chrome Plating, Inc., the current and legal Owner of the Property, have caused this Restrictive Covenant to be executed on this _____ day of _____, 2020.

By: _____
Signature

Name: _____
Print or Type Name

Its: _____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by _____, the President of Diamond Chrome Plating, Inc., a Connecticut corporation, on behalf of the corporation.

Notary Public Signature

Printed Name

Notary Public, State of _____

County of _____

My commission expires: _____

Acting in the County of _____

Prepared by and when recorded return to:
Todd C. Fracassi
Pepper Hamilton LLP
4000 Town Center Suite 1800
Southfield, MI 48075

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

Parcel No.1:

A part of Lots 270, 271 and the South 1/2 of Lots 269 and 272 of "Crane and Brooks Addition to the Village (now City) of Howell," as recorded in the Book of Transcribed Records on Pages 180 and 181 of the Livingston County Records, Livingston County, Michigan, more particularly described as follows: Commencing at the Southeast corner of Lot 266 of "Crane and Brooks Addition to the Village (now City) of Howell," as recorded in the Book of Transcribed Records on Pages 180 and 181 of the Livingston County Records; thence along the North line of Livingston Street, N 61°53'26" W, 134.76 feet to the POINT OF BEGINNING of the Parcel to be described; thence continuing along the North line of Livingston Street, N 61°53'26" W, 136.62 feet; thence along the East line of Walnut Street, N 28°37'27" E, 198.92 feet; thence S 62°08'55" E, 135.06 feet; thence S 28°10'28" W, 199.52 feet to the POINT OF BEGINNING; Containing 0.62 acres, more or less, and subject to the rights of the public over the existing Livingston Street and Walnut Street. Subject to easements of record, if any.

Parcel No.2:

A part of the Southwest 1/4 of Section 36, T3N-R4E, Howell Township, Livingston County, Michigan, more particularly described as follows: Commencing at the Southeast Corner of Lot 266 of "Crane and Brooks Addition to the Village (now City) of Howell," as recorded in the Book of Transcribed Records on Pages 180 and 181 of the Livingston County Records; thence along the West line of Michigan Avenue, S 28°03'00" W, 66.00 feet to the POINT OF BEGINNING of the Parcel to be described; thence continuing along the West line of said Michigan Avenue, S 28°01'28" W, 227.20 feet; thence N 62°40'10" W, 168.35 feet; thence N 65°52'34" W, 105.82 feet; thence along the East line of Walnut Street, N 28°28'36" E, 236.85 feet; thence along the South line of Livingston Street S 61°53'24" E, 272.04 feet to the POINT OF BEGINNING; Containing 1.44 acres, more or less, and subject to the rights of the public over the existing Livingston Street, Walnut Street and Michigan Avenue. Subject to easements of record, if any.

Property Tax I.D. Numbers: 4717-36-303-051, 4717-36-303-052, and 4717-36-300-014

EXHIBIT 2

CONSENT OF EASEMENT HOLDER

As evidenced below by my signature, I agree and consent to the recording of the land use and resource use restrictions specified in this Restrictive Covenant and hereby agree that my property interest shall be subject to, and subordinate to, the terms of the Restrictive Covenant.

CITY OF HOWELL, MICHIGAN

By: _____
Signature

Name: _____
Print or Type Name

Its: _____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by _____, the _____ of City of Howell, Michigan, on behalf of the City of Howell, Michigan.

Notary Public Signature

Printed Name

Notary Public, State of _____

County of _____

My commission expires: _____

Acting in the County of _____

EXHIBIT 3

CITY OF HOWELL WATER AND SEWER EASEMENT LOCATIONS



Legend

- Water_Main
- Storm_Structure
- Storm_Pipe
- Property_Boundary

Media Management Plan Prepared for, and at the request of, the City of Howell	
Version: 2	Date: January 23, 2020

I. Introduction

At the request of the City of Howell, this Media Management Plan (MMP) was prepared to assist the City with addressing potential risks to its workers or contractors from potential exposure to the residual contamination at and in the vicinity of the Diamond Chrome Plating (DCP) site. The DCP site is a Michigan Department of Environment, Great Lakes and Energy (EGLE) Part 201 facility. A Part 201 facility is a facility where there has been a release of a hazardous substance(s) in excess of the Part 201 criteria established under Section 20112a of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451 (NREPA). This MMP provides some suggested guidelines and instructions on actions for any on-site and/or off-site subsurface intrusive work where residual contamination in groundwater and soils may be encountered. Except in the case of an emergency, the City should notify DCP prior to any planned excavation activities on-site or in the areas included on **Figure 1** through **Figure 4**, such that DCP can confirm soil contaminant extents in the vicinity of the work area and evaluate whether there may have been any changed conditions to the nature and extent of the contamination. Contact information is provided in Section VI, below. In the event that the City of Howell completes utility work in an area where excavated soils cannot be backfilled due to contamination, DCP will be responsible for handling costs for off-site disposal, equipment decontamination, etc.

II. Nature and Extent of Contaminants of Concern – Off-Site

In general, volatile organic compounds (VOCs) and metals (e.g., hexavalent chromium) have been identified in soil and groundwater at and downgradient of the DCP site. VOC concentrations in saturated soil and groundwater samples have recently been detected south (downgradient) of the DCP main building within the Pinckney Road Right-of-Way (ROW) at concentrations above one or more EGLE generic criteria; however, these criterion values were related to the volatilization to indoor air pathway (VIAP) and/or the drinking water pathway. To date, concentrations have not been detected above EGLE direct contact criteria (DCC). The locations of the recent samples collected from the Pinckney Road ROW are shown on **Figure 1** and **Figure 2**.

It should be noted that the samples which exceeded within the Pinckney Road ROW were collected at depths ranging from 11 – 19 feet below ground surface (bgs), within the shallow saturated zone. Groundwater samples and saturated soil samples were collected at depths equal to the approximate depth of the 48-inch storm sewer running along Pinckney. Non-saturated samples were collected below the 48-inch storm sewer line (from the clay), and non-saturated soil samples above the storm sewer line; the samples collected above the storm sewer were collected from specified depths to evaluate the fill adjacent to the sanitary lines and water lines along Pinckney. These samples were all non-detect and/or below applicable EGLE criteria. Therefore, soil contamination is not expected to be present within the other utility corridors (i.e., water, sanitary), or at shallow depths if road repair or similar work was being performed, because it has not been detected during our sampling activities, and the contamination is

Media Management Plan Prepared for, and at the request of, the City of Howell	
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limited to groundwater and/or the saturated soils within the groundwater (generally at a depth of 10 – 20 ft bgs).

In summary, shallow soils (approximately 0 – 9 ft bgs) south of DCP (including soils above the 48-inch storm sewer), are presumed to be non-contaminated; deeper saturated soils which surround the storm sewer (approximately 10 – 20 ft bgs), and groundwater, are presumed to be contaminated. It should be noted that off-site soil contamination is not expected to be present above DCC (i.e., at concentrations that could pose risk to a worker who comes in direct contact with the soil) at any depth; however, as a precautionary measure, information on suggested actions for any off-site subsurface intrusive work where residual contamination in groundwater and/or soil may be encountered, is presented below.

III. Nature and Extent of Contaminants of Concern – On-Site

In general, varying concentrations of VOCs (primarily trichloroethene [TCE]) and metals (e.g., hexavalent chromium) have been identified in soil and groundwater on-site at DCP at concentrations exceeding one or more EGLE generic criteria. VOCs (primarily TCE) and metals (e.g., hexavalent chromium) have also been detected in soils on-site. An isoconcentration maps showing the area of trichloroethylene (TCE), the primary VOC present in soils at/near the site, is included as **Figure 3**; an isoconcentration map showing the area of hexavalent chromium in soils at/near the site, is included as **Figure 4**.

In summary, groundwater, shallow soils (approximately 0 – 9 feet bgs), and deeper soils (approximately 9 – 13.5 feet bgs) have had detections of VOCs and metals above one or more EGLE criteria on-site at the DCP facility; however, it should be noted that the majority of impacts (as shown on **Figure 3** and **Figure 4**) are limited to beneath the plant building, and on-site soil contamination is not expected to be present above DCC (i.e., at concentrations that could pose risk to a worker who comes in direct contact with the soil) at any depth; however, as a precautionary measure, information on suggested actions for any on-site subsurface intrusive work where residual contamination in groundwater and/or soil may be encountered, is presented below.

IV. Soil and Groundwater Management

The locations and depths of known groundwater and soil contamination off-site and predominantly along the 48-inch storm sewer within the Pinckney Road ROW south of DCP are shown on **Figures 1** and **2**; soil contamination is limited to within the saturated zone (approximately 10 – 20 ft bgs). On-site soil and groundwater contamination have been detected throughout the property, with the highest concentrations located in the northeast, southeast, and southwest corners of the property. Soil contamination has been detected in samples collected at depths ranging from 0 – 13.5 feet bgs (**Figures 3** and **4**). If subsurface activities are to be completed in areas of known or assumed contaminated media, or if contamination is unexpectedly encountered during subsurface activities (e.g., if stained or odorous soils are

Media Management Plan Prepared for, and at the request of, the City of Howell	
Version: 2	Date: January 23, 2020

encountered), steps 1 through 5, detailed below, are to be considered and followed, as is appropriate and necessary.

- 1) Soil/groundwater which shows evidence of contamination (e.g., staining, chemical odors) should be segregated and stockpiled/contained separately on-site. For soil, if the quantity to be excavated is relatively limited (e.g., 34 cubic feet or approximately four 55-gallon drums), soils should be containerized in drums. If the quantity is greater, the segregated soils should be placed in a bermed containment area lined with polyethylene sheeting that allows for the collection of any liquids. Straw wattle can be used to create the berm, and the polyethylene sheeting can be pulled over the top of the wattle and anchored. If the excavation activities continue into the next day, or it is raining, the stockpiled soil should be covered with another layer of polyethylene sheeting to prevent water from being exposed to impacted soils and accumulating in the bermed area. For groundwater, contaminated groundwater can be temporarily staged in drums, totes or other containers.
- 2) Any loose contaminated soil and contaminated soil that has adhered to equipment should be removed and containerized and the equipment should be decontaminated.
- 3) Engineering controls may be necessary to minimize dust generation that could potentially leave the exclusion zone, as necessary.
- 4) Erosion and sediment control methods may need to be employed (e.g., depending on the duration of the work and the size/extent of the intrusive activities), and may consist of wetting dry soils to suppress airborne dust; dry decontamination of equipment; silt fences or other erosion control devices; installation of sediment control filters in on-site and nearby catch basins located in streets; or others as necessary.
- 5) If necessary, representative samples of the soil container/stockpile and/or collected groundwater will be collected by DCP or DCP's representatives to ensure proper disposal of contaminated media; upon receipt of analytical results, the appropriate waste profile will be generated and contaminated media will be properly disposed in accordance with local, state and federal laws.

V. Health and Safety

As noted above, contaminants that have been detected on-site and off-site to-date, have exceeded criteria related to the vapor intrusion and/or groundwater pathway, but not DCC. Therefore, exposures to construction worker are not expected. Nonetheless, workers should follow applicable worker protection regulatory requirements, including Title 29 Code of Federal Regulations 1910.120, the Hazardous Waste Operations and Emergency Response Rule. Workers should wear appropriate personal protective equipment (e.g., nitrile gloves, safety glasses, and work boots), and ensure safe work practices are implemented to prevent site workers from having direct contact with contaminated soil and groundwater in the work area.

Media Management Plan
Prepared for, and at the request of, the City of Howell

Version: 2

Date: January 23, 2020

VI. Emergency Contact Information

Name/Title	Office/Home Phone	Cell Phone
Scott Wright, DCP Environmental Manager	517-546-0150 ext. 109	517-505-2022
Celeste Holtz, Environmental Consultant, BB&E	517-673-1792	517-673-1792
Jerry Chinn, DCP Owner/President	NA	517-861-1562

SB-01-18/TW-01-18	Criteria		Sample Result
	Residential Drinking Water	Residential GVAIC	7/30/2018 (10-15)
Tetrachloroethene	5.0 (A)	25,000	2.8
Trichloroethene	5.0 (A)	2,200	2.8

SB-10-18/MW-900-18	Criteria		Sample Result
	Residential Drinking Water	Residential GVAIC	7/30/2018 (8-13)
Benzene	5.0 (A)	5,600	420
n-Butylbenzene	80	ID	17 EI
sec-Butylbenzene	80	ID	6.2 EI
Ethylbenzene	74 (E)	110,000	760
Isopropylbenzene	800	56,000 (S)	39
2-Methylnaphthalene	260	25,000 (S)	52
Naphthalene	520	31,000 (S)	120
n-Propylbenzene	80	ID	100
Styrene	100 (A)	2.E+05	1.9
Tetrachloroethene	5.0 (A)	25,000	1.3
Toluene	790 (E)	5.3E+5 (S)	410
1,2,3-Trimethylbenzene	NL	NL	170
1,2,4-Trimethylbenzene	63 (E)	56,000 (S)	580
1,3,5-Trimethylbenzene	72 (E)	61,000 (S)	150
m&p Xylene	NL	NL	1700
o-xylenes	NL	NL	380
Xylenes, Total	280 (E)	1.9E+5 (S)	2000

SB-16-18/TW-16-18	Criteria		Sample Result
	Residential Drinking Water	Residential GVAIC	8/23/2018 (9-14)
Tetrachloroethene	5.0 (A)	2,500	29.0

SB-09-18/TW-09-18	Criteria		Sample Result
	Residential Drinking Water	Residential GVAIC	7/30/2018 (8-13)
Tetrachloroethene	5.0 (A)	25,000	7.6

SB-18-18/TW-18-18	Criteria		Sample Result
	Residential Drinking Water	Residential GVAIC	8/23/2018 (10-15)
n-Butylbenzene	80	ID	2.3
sec-Butylbenzene	80	ID	1.2 EI
Ethylbenzene	74 (E)	110,000	3.0
n-Propylbenzene	80	ID	12.0
1,2,3-Trimethylbenzene	NL	NL	7.5
1,2,4-Trimethylbenzene	63 (E)	56,000 (S)	2.4
1,3,5-Trimethylbenzene	72 (E)	61,000 (S)	2.5
m&p Xylene	NL	NL	4.6
Xylenes, Total	280 (E)	1.9E+5 (S)	5.3

SB-06-18/TW-06-18	Criteria		Sample Result
	Residential Drinking Water	Residential GVAIC	7/30/2018 (11.5-16.5)
cis-1,2-Dichloroethene	70 (A)	93,000	4.1
Trichloroethene	5.0 (A)	2,200	2.4

SB-19-18/TW-19-18	Criteria		Sample Result
	Residential Drinking Water	Residential GVAIC	8/22/2018 (11-16)
Benzene	5.0 (A)	5,600	3.8
1,1-Dichloroethane	880	2,500	9.3
1,1-Dichloroethene	7.0 (A)	7.0 (A)	3.8
cis-1,2-Dichloroethene	70 (A)	93,000	430.0
trans-1,2-Dichloroethene	100 (A)	85,000	30.0
1,1,1-Trichloroethane	200 (A)	200 (A)	4.2
Trichloroethene	5.0 (A)	2,200	13.0
Vinyl Chloride	2.0 (A)	1,100	340.0

SB-08-18/TW-08-18	Criteria		Sample Result
	Residential Drinking Water	Residential GVAIC	7/30/2018 (4-9)
Chromium (total)	NL	NL	27.0

MW-601	Criteria		Sample Result
	Residential Drinking Water	Residential GVAIC	7/24/2018 (10-15)
cis-1,2-Dichloroethene	70 (A)	93,000	2
Vinyl Chloride	2.0 (A)	1,100	4
Barium (Dissolved)	2,000 (A)	NLV	650
Barium (Total)	2,000 (A)	NLV	120
Copper (Total)	1,000 (A)	NLV	4

MW-601	Criteria		Sample Result
	Residential Drinking Water	Residential GVAIC	8/23/2018 (10-15)
cis-1,2-Dichloroethene	70 (A)	93,000	1.8
Vinyl Chloride	2.0 (A)	1,100	3.4

SB-04-18/TW-04-18	Criteria		Sample Result
	Residential Drinking Water	Residential GVAIC	7/30/2018 (11.5-16.5)
cis-1,2-Dichloroethene	70 (A)	93,000	51
trans-1,2-Dichloroethene	100 (A)	85,000	3.1
Tetrachloroethene	5.0 (A)	25,000	18.0
Vinyl Chloride	2.0 (A)	1,100	16.0

MW-700	Criteria		Sample Result
	Residential Drinking Water	Residential GVAIC	7/24/2018 (9.5-14.5)
Barium (Dissolved)	2,000 (A)	NLV	120
Copper (Dissolved)	1,000 (A)	NLV	6.8
Arsenic (Total)	10 (A)	NLV	10
Barium (Total)	2,000 (A)	NLV	840
Copper (Total)	1,000 (A)	NLV	6

MW-602	Criteria		Sample Result
	Residential Drinking Water	Residential GVAIC	7/24/2018 (9-14)
Arsenic (Dissolved)	10 (A)	NLV	10
Barium (Dissolved)	2,000 (A)	NLV	570
Arsenic (Total)	10 (A)	NLV	37
Barium (Total)	2,000 (A)	NLV	710

Notes:

- Grey shading indicates a Phase I sample detection
- Green shading indicates a Phase II sample detection
- Only detections are displayed on the Figure
- Sample results are in micrograms/liter (ug/L)
- Sample results correspond to screen interval (feet below ground surface)
- Sample locations were surveyed in by B.F. Thompson
- GVAIC = Groundwater Volatilization to Indoor Air Inhalation Criteria
- Yellow shading indicates exceedance of Residential Drinking Water Criteria
- (A) = Criterion is the state of Michigan drinking water standard established pursuant to Section 5 of 1976 PA 399, MCL 325.1005.
- (E) = Criterion is the aesthetic drinking water value, as required by Section 20120a(5) of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.
- (S) = Criterion defaults to the hazardous substance-specific water solubility limit.
- NA = Not Available
- NL = Not Listed
- U = Not-detected

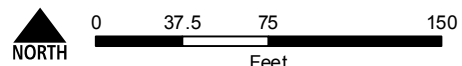
Legend

- Phase I Soil Boring/Temp Well Locations
- Phase II Soil Boring/Temp Well Locations
- Existing Permanent Monitoring Wells
- Existing Soil Borings
- Manhole
- Existing Vapor Pin Location
- Estimated Taps
- Abandoned Municipal Storm Sewer
- Sanitary Sewer
- Storm Sewer

FIGURE 1

PHASE I AND PHASE II GROUNDWATER DETECTION SUMMARY DELINEATION REFINEMENT SAMPLING ACTIVITIES - JULY/AUGUST 2018

DIAMOND CHROME PLATING, INC
HOWELL, MICHIGAN



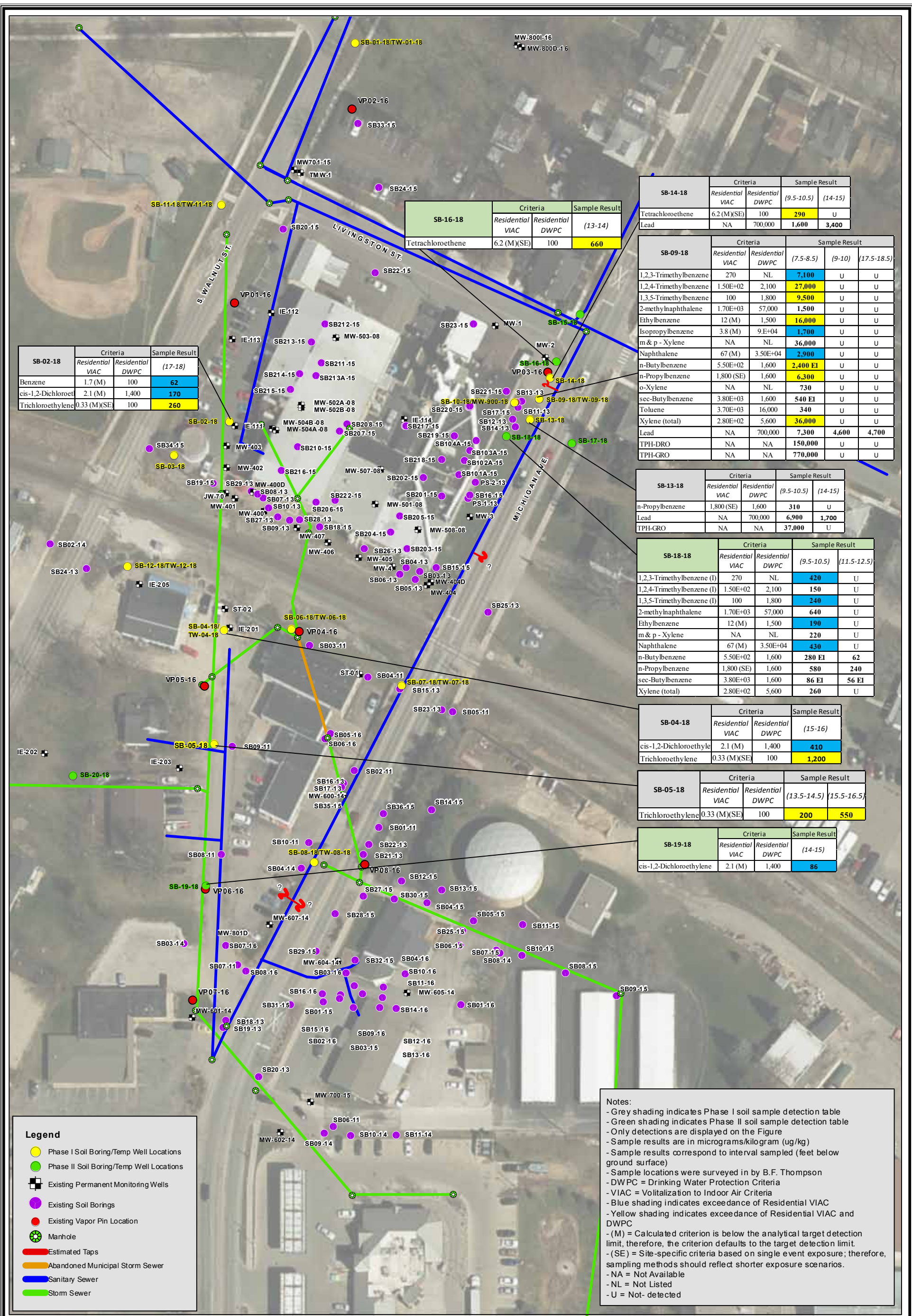
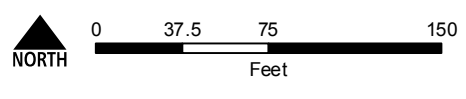


FIGURE 2

**PHASE I AND PHASE II SOIL DETECTION SUMMARY
DELINEATION REFINEMENT SAMPLING ACTIVITIES
JULY/AUGUST 2018**



**DIAMOND CHROME PLATING, INC
HOWELL, MICHIGAN**



Sample Depth (ft bgs)	Result (ug/kg)
3.0-8.0	ND
10.0-11.0	130

Sample Depth (ft bgs)	Result (ug/kg)
0.5-1.0	ND
5.0-6.0	ND
10.0-11.0	ND

Sample Depth (ft bgs)	Result (ug/kg)
1.2-2.5	ND
7.5-8.5	ND
11.5-12.5	ND

Sample Depth (ft bgs)	Result (ug/kg)
2.0-2.5	ND
4.0-5.0	92
10.0-11.0	70

Sample Depth (ft bgs)	Result (ug/kg)
1.5-2.5	ND
7.5-8.5	ND
15.0-16.0	ND

Sample Depth (ft bgs)	Result (ug/kg)
0.5-2.0	ND
3.0-8.0	2,300
10.5-11.0	ND

Sample Depth (ft bgs)	Result (ug/kg)
0.5-2.0	ND
3.0-8.0	2,300
10.5-11.0	ND

Sample Depth (ft bgs)	Result (ug/kg)
1.5-2.5	ND
12.0-13.0	ND
15.0-16.0	1,200

Sample Depth (ft bgs)	Result (ug/kg)
7.0-8.0	ND
13.0-14.0	ND
14.0-15.0	ND

Sample Depth (ft bgs)	Result (ug/kg)
4.0-5.0	ND
13.5-14.5	200
15.5-16.5	550

Sample Depth (ft bgs)	Result (ug/kg)
1.5-2.5	ND
6.5-7.5	ND
10.0-11.0	ND

Sample Depth (ft bgs)	Result (mg/kg)
1.5-2.5	ND
12.0-13.0	ND
22.5-23.5	ND

Sample Depth (ft bgs)	Result (mg/kg)
7.0-8.0	ND
10.0-12.0	ND

Sample Depth (ft bgs)	Result (ug/kg)
7.0-8.0	ND
10.0-11.0	ND

Sample Depth (ft bgs)	Result (ug/kg)
7.0-8.0	ND
13.0-14.0	ND
18.5-19.5	ND

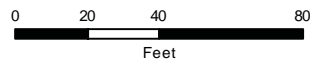
Sample Depth (ft bgs)	Result (ug/kg)
3.0-8.0	190

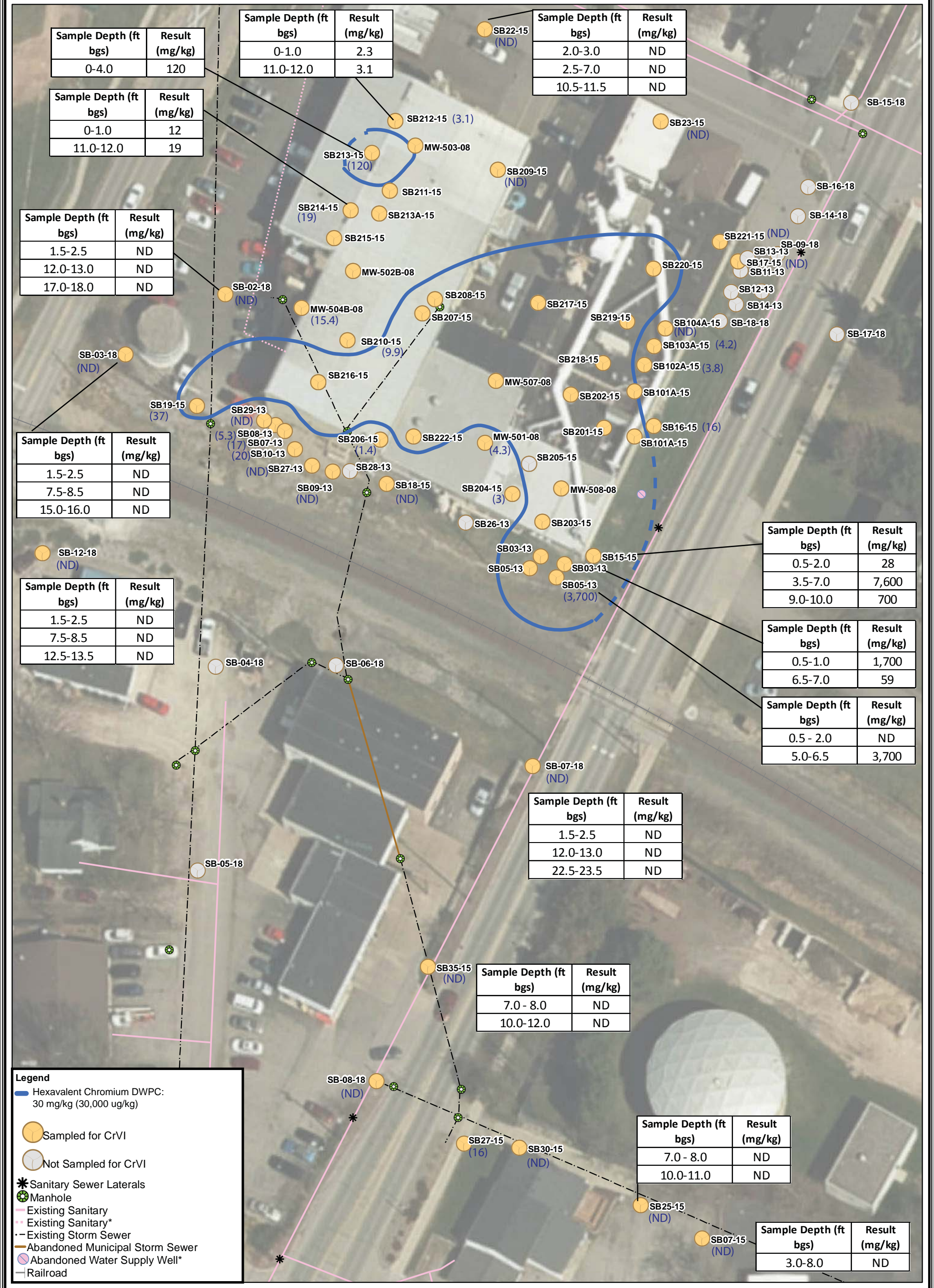
Legend

- TCE DWPC: 100 ug/kg
- Not Sampled
- Sampled for TCE
- Sanitary Sewer Laterals
- Manhole
- Existing Sanitary
- Existing Sanitary*
- Existing Storm Sewer
- Abandoned Municipal Storm Sewer
- Abandoned Water Supply Well*
- Railroad

- NOTES:**
- The highest, most recent results for each sample location were used in the generation of this map.
 - This drawing is intended to be used as an overview of the general concentration conditions at the site.
 - Features denoted with an asterisk (*) were placed based on figures from the 2002 IE Site Characterization Report or from field observations. Location is approximate.
 - CrVI = Hexavalent Chromium; TCE = Trichloroethylene
 - ND = non detect
 - DWPC= Drinking Water Protection Criteria
 - Contaminant contours are dashed where inferred.
 - Sampling results are shown in parentheses (mg/l) near each location sampled.

Figure 3
Soil Concentration Map
Includes 2018 Analytical Results
Trichloroethylene
DIAMOND CHROME PLATING, INC
HOWELL, MICHIGAN



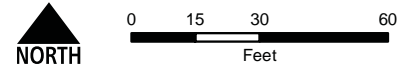


Legend

- Hexavalent Chromium DWPC: 30 mg/kg (30,000 ug/kg)
- Sampled for CrVI
- Not Sampled for CrVI
- Sanitary Sewer Laterals
- Manhole
- Existing Sanitary
- Existing Sanitary*
- Existing Storm Sewer
- Abandoned Municipal Storm Sewer
- Abandoned Water Supply Well*
- Railroad

- NOTES:**
- The highest, most recent results for each sample location were used in the generation of this map.
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 - CrVI = Hexavalent Chromium; TCE = Trichloroethylene
 - ND = non detect
 - DWPC= Drinking Water Protection Criteria
 - Contaminant contours are dashed where inferred.
 - Sampling results are shown in parentheses (mg/kg) near each location sampled.

Figure 4
Soil Concentration Map
Includes 2018 Analytical Results
Hexavalent Chromium
DIAMOND CHROME PLATING, INC
HOWELL, MICHIGAN



Document Path: H:\Projects\Diamond Chrome Plating\Figures\Figure04-15 - Contaminant Investigation\Concentration Investigation Results\Figure 4 - 2018 Analytical Results - Includes 2018 Phase 1 and Final

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: ERVIN J. SUIDA, INTERIM CITY MANAGER
DATE: FEBRUARY 3, 2020
RE: MDOT STATE TRUNKLINE CONTRACT #2019-0700

The City's 5-year maintenance contract with the Michigan Department of Transportation is up for renewal this year. MDOT has submitted a proposed contract that has been reviewed by staff and is ready for approval. The City has performed maintenance under a state contract for over 40 years. This contract is the mechanism used for State reimbursement to the City of Howell for hauling snow within the Central Business District, emergency pothole repairs, storm grate cleaning, sweeping the streets and various other maintenances performed on both Grand River (BL96) and South Michigan Ave. (M155).

Staff is recommending approval of the proposed 5-year maintenance contract with MDOT. Additionally, we will need a motion to keep Ervin J. Suida as the designated Contract Administrator. Funds and Revenues for these expenditures and reimbursements are budgeted within the 202 Major Street Fund. All formulas for reimbursement remain the same as the last contract.

The City Attorney has reviewed the contract and upon discussion with Staff finds the MDOT Trunkline Contract acceptable for signature.

ACTION REQUESTED:

A motion to approve and authorize the Mayor and City Clerk to sign the State Trunkline Maintenance Contract #2019-0700 with the Michigan Department of Transportation from October 1, 2019 through September 30, 2024, designating Ervin J. Suida as the Contract Administrator.

CONTRACT NO.
REGION:
AGENDA: DAB

MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNKLINE MAINTENANCE CONTRACT

This Contract, made and entered into this date of _____, by and between the Michigan Department of Transportation (MDOT), and the Michigan municipal corporation (Municipality) of the

RECITALS:

MDOT is authorized by 1925 PA 17 Section 2, MCL 250.62 to contract with the Municipality for the construction, improvement, or maintenance of state trunkline highways. MDOT, subject to the approval of the State Administrative Board; and

MDOT has so advised the State Transportation Commission and the Appropriations Committees of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11c, MCL 247.661c; and

MDOT has affirmatively found that contracting with this Municipality for the maintenance of state trunkline highways and bridges within its contract area, is in the best public interest.

The parties agree as follows:

Section 1. ORGANIZATION, EQUIPMENT, AND FACILITIES

The Municipality will provide personnel, equipment, materials, and facilities to maintain the state trunkline highways and provide agreed upon services under the terms of this Contract. MDOT will review the Municipality's operation and organizational plan, annually, relative to the work to be completed under this Contract. MDOT will approve the plan if it meets MDOT's goals for the state trunkline system. The Municipality will furnish an organizational chart showing garage locations, all facilities including salt sheds, the names of supervisory personnel, and any other information incidental to the performance of this maintenance contract as required by the Region Engineer.

Section 2. SCOPE OF WORK

- A. The Municipality will perform maintenance work under the direction of the Region Engineer of MDOT or a designee of the Region Engineer, acting under the general direction of the Engineer of Transportation Systems Management Operations of MDOT. Maintenance and other work will be performed under the terms of this Contract and as covered by the Field Activity Budget, subsequent work plans, and Transportation Work Authorizations (TWAs), for each fiscal year, which are incorporated herein by reference. Work performed under this Contract will be performed in accordance with accepted maintenance practices and/or specifications provided by MDOT as identified in a written Letter of Understanding.
1. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the Municipality. The letter shall remain in effect until either replaced or modified by the Region Engineer and approved by the Municipality. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes.
 2. The executed Letter of Understanding and all subsequent approved revisions thereto, are incorporated herein by reference as if the same were repeated in full herein.
 3. If the Municipality is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the Municipality will immediately notify MDOT. MDOT will work with the Municipality to ensure that the services defined in the Letter of Understanding are performed.
- B. When the Municipality inspects permits on MDOT's behalf or assists MDOT with a permit:
1. MDOT will require all Permit Applicants to "save harmless" the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, and the Municipality, their officials, agents and employees, against any and all claims for damages arising from operations covered by the permit as a condition of all permits issued by MDOT.

2. MDOT will further require Permit Applicants to provide comprehensive general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X (Explosion), C (Collapse), & U (Underground), and a contractor's protective liability with a blasting endorsement when blasting is involved, or commercial general liability insurance which includes all the above, naming as additional parties insured on all such policies, the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, the Municipality their officials, agents, and employees. The Permit Applicant will provide written proof of the insurance to MDOT. MDOT may waive this requirement for permits issued to governmental entities and public utilities or when specifically waived by the Municipality in writing.

3. The amounts of such insurance will be no less than:

Comprehensive General Liability:

Bodily Injury	--	\$500,000 each occurrence
	--	\$500,000 each aggregate
Property Damage	--	\$250,000 each occurrence
	--	\$250,000 each aggregate

Commercial General Liability Insurance:

\$500,000 each occurrence and aggregate

- C. TWAs may be issued by the Region Engineer for special maintenance work (work not covered by the Line Item Budget) and non-maintenance work. This work may be performed by the Municipality or a subcontractor as set forth in Section 9 of this Contract. TWAs will be performed in accordance with MDOT's accepted maintenance practices and specifications as specified on the TWA. The Municipality will provide the necessary supervision or inspection to assure that the work is performed in accordance with the TWA.

The Municipality and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic system (ITS). All such work will be listed in the Letter of Understanding, included in the line item budget and defined in a supplemental scope which will become an attachment to this Contract.

The Municipality shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.

The Municipality and MDOT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.

- D. The Region Engineer is authorized to issue written orders, as necessary, for the performance of maintenance work under the provisions of this Contract.

Section 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The Municipality will furnish qualified personnel and adequate equipment and may furnish materials, as set forth in this Contract, as needed to perform maintenance on state trunkline highways, consistent with MDOT’s established core level of service for winter and non-winter maintenance activities, an approved annual budget, work plan, and work schedule. Personnel and equipment may be used on the local road system and state trunkline highways as conditions warrant.

Section 4. HIGHWAY MAINTENANCE CONTRACT ADMINISTRATOR

The Municipality hereby designates _____ as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the Contract. In the event the Municipality desires to replace the Contract Administrator, the Municipality will notify MDOT within (30) days of the change in writing.

Section 5. SUPERVISION

The Municipality hereby designates, where applicable, the following:

Maintenance Superintendent (Streets): _____

Signal/Electrical Superintendent: _____

Storm Sewer Superintendent: _____

Other (Specify): _____

who will supervise all work covered by this Contract. In the event the Municipality desires to replace the designated contacts, the Municipality will notify MDOT within (30) days of the change in writing.

Section 6. WAGE SCHEDULE

Wages paid by the Municipality for work on state trunkline highways will be the same as on street work for the Municipality.

Premium Pay and Overtime Pay (specify under what conditions and percentage of regular rate paid if not specified in the attached labor agreement).

Pay for “show-up time” (Specify under what conditions and number of hours, if a minimum number is used and is not specified in the attached labor agreement).

No “stand by at home” pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the Municipality for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers’ compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as “EMPLOYEE BENEFITS,” in accordance with Section 16.

Section 7. MATERIALS TO BE ACQUIRED AND SPECIFICATIONS

Material necessary for the performance under this Contract, may, at the option of the Municipality, be purchased by the Municipality unless otherwise directed by the Region Engineer. The Municipality will advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00) or if required by federal or state law.

The Municipality will retain documentation that such bids were taken. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), bulk salt and traffic control devices used on state trunkline highways by the Municipality will conform to current or supplemental specifications of MDOT, unless otherwise approved in advance by the Region Engineer. The Region Engineer may require approval by MDOT’S Construction Field Services Division or by a laboratory approved by the Construction Field Services Division. Copies of approvals will be placed on file in the offices of the Municipality and the Region Engineer. If MDOT-owned materials are stored jointly with Municipality-owned materials, proper and adequate inventory records must be maintained by the Municipality, clearly indicating the portion that is MDOT-owned.

Section 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials produced and/or supplied by the Municipality including aggregates and bituminous materials, may be furnished at a firm unit price subject to approval of source and price by the Region Engineer. Firm unit prices are not subject to unit price adjustment by review.

The Municipality may change, add, or delete firm unit prices when requested in writing and approved by the Region Engineer at least sixty (60) days prior to the effective date of the change, addition, or deletion.

FIRM UNIT PRICES

<u>ITEM KIND</u>	<u>ITEM LOCATION</u>	<u>PRICE UNIT</u>	<u>PRICE INCLUDES*</u>	<u>PER UNIT</u>

Insert above, the following applicable number(s):

*Firm Unit Price Includes:

<u>Item Kind</u>	<u>Item Locations</u>
1. Processing/or Mixing Costs	1. Pit Site
2. Stockpiling/or Hauling to Stockpile Costs	2. Yard
3. Royalty Costs	3. Other (Describe)
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)	
5. Winter Sand	
6. Bituminous Costs	
7. Other (Describe)	

MDOT may review all records necessary to confirm the accuracy of the material quantities for all materials on the Firm Unit Price List shown above for which the Municipality requests reimbursement.

Items purchased from a vendor source or vendor stockpile for direct use on the state trunkline highways, are not eligible for firm unit price consideration and should be billed at vendor pricing.

Reimbursement for all materials supplied by the Municipality which are not included in the firm unit price schedule will be reimbursed in accordance with Section 16(D). MDOT may review all records for materials purchased from a vendor source or vendor stockpile for direct use on state trunkline highways.

Michigan Department of Transportation

Section 9. SUBCONTRACTS

The Municipality may subcontract any portion of the work to be performed under this Contract. Bid/price solicitation and subcontracts will be in conformance with the Municipality’s contracting process, and applicable state laws, except as modified herein. All subcontracted work will require the Municipality to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the Municipality and/or MDOT for said subcontracted work. The scope of work and specifications (if any) must be approved by the Region Engineer. The Municipality will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the Municipality pay for subcontracted work until the work has been inspected and approved for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the Region Engineer. The work must be supported by the subsequent submission of Form 426 upon completion of work. State Administrative Board approval is required within thirty (30) days of completion of emergency work for contracts of \$250,000 or greater.

It is the intent of the parties to extend the terms of the Contract if the subcontract work is in progress at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the Municipality or MDOT.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required under this Section, may result in a denial of the reimbursement of the costs.

For subcontracts involving the items of CLEANING DRAINAGE STRUCTURES, SWEEPING AND FLUSHING or GRASS AND WEED CONTROL, the Municipality will include a cancellation clause that will allow the Municipality to cancel the subcontract if funds are not made available by MDOT.

County and/or Municipality-based advantage programs (CBA Process) or any type of preference program that awards contracts based on criteria other than low bid through the competitive bidding process, will not be used for MDOT-funded projects.

The term of the subcontract will not exceed five (5) years; said term will include any time extensions.

The subcontract solicitation and approval process will be as follows:

- A. **Subcontracts \$24,999 or less:** The Municipality will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. Region Engineer approval of Form 426 is required.
- B. **Subcontracts \$25,000 or greater:** The Municipality will advertise and award by competitive bid. Advertisements must clearly define contract term and location of work. Documentation of the solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. Region Engineer approval of Form 426 is required.

State Administrative Board approval is required prior to the execution of contracts that are \$500,000 or greater.

State Administrative Board requirements for Amendments (previously referred to as overruns, extra work and adjustments), are outlined in Appendix E, attached hereto and made a part hereof.

Section 10. NON-DISCRIMINATION

In connection with the performance of maintenance work under this Contract, the Municipality (hereinafter in Appendix C referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix C, attached hereto and made a part hereof. The Municipality further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

Section 11. ANTI-KICKBACK

No official or employee of the Municipality or of the State of Michigan will receive remuneration (directly or indirectly) for the purchase of materials, supplies, equipment, or subcontracts in connection with the performance of this Contract.

Section 12. SCOPE OF CONTRACT

It is declared that the work performed under this Contract is a governmental function which the Municipality performs for MDOT. This Contract does not confer jurisdiction upon the Municipality over the state trunkline highways encompassed by this Contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction upon the Municipality over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

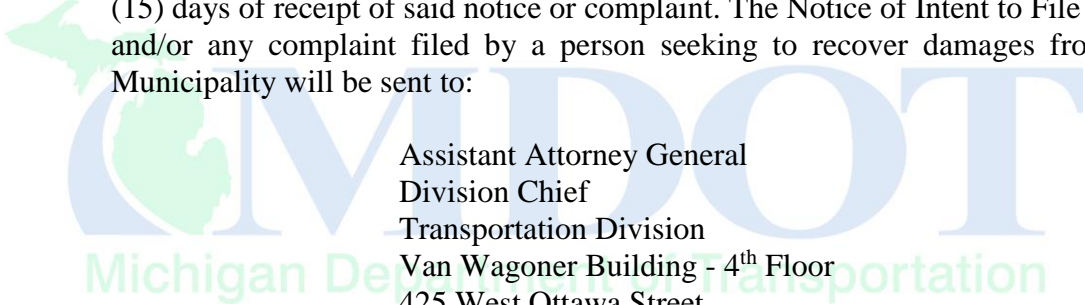
Section 13. INSURANCE

- A. The Municipality will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan, MCL 500.3101, *et seq.* The Insurance coverage will include vehicles owned, leased or rented by the Municipality. Such insurance will not be less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) for bodily

injury or death of any one person. Coverage for public liability, property damage, and combined single limit will also comply with the No-Fault Automobile Insurance laws of the State of Michigan. The Municipality will provide thirty (30) days notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance, on MDOT Form shall be submitted to MDOT on DEPARTMENT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days notice provisions and the limits of liability. The Municipality agrees to review its insurance programs with its statewide association in an attempt to obtain cost savings and efficiency for MDOT.

If the Municipality is self-insured, a copy of the Secretary of State's Certificate of Self-insurance will be submitted to MDOT.

- B. In the event the Municipality receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality for its alleged acts or omissions on a state trunkline highway, the Municipality will provide a copy of such notice to the Assistant Attorney General, within fifteen (15) days of receipt of said notice or complaint. The Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality will be sent to:



Assistant Attorney General
Division Chief
Transportation Division
Van Wagoner Building - 4th Floor
425 West Ottawa Street
P.O. BOX 30050
Lansing, Michigan 48909

Thereafter, the Municipality will provide copies of pleadings and other information regarding the claim or lawsuit when requested by an Assistant Attorney General

SECTION 14. WORKERS' DISABILITY COMPENSATION

The Municipality will comply with the Michigan Workers' Disability Compensation Law for all employees performing work under this Contract, MCL 500.3400, *et seq.*

SECTION 15. BUDGET GUARANTEE

Each MDOT fiscal year, a winter and non-winter maintenance budget will be prepared separately. These budgets will be established by the Region Engineer within guidelines established by MDOT. Prior to the development of an annual budget by the Region Engineer, the Municipality and MDOT will meet and develop a proposed work plan including a schedule for routine maintenance and the associated cost of the work plan for the coming year. This proposed work plan will be broken down by month and form the basis of the non-winter maintenance budget for the Municipality for the next fiscal year. The non-winter budget will be balanced over all twelve months of the fiscal year. The budget will be adjusted each month to address budget overruns and under-runs to ensure that total Municipality budget is not exceeded. MDOT will work with the Municipality to reach agreement on the components of this annual work plan, taking into consideration the features and conditions of the state trunkline system within the Municipality's contract area, as well as the size of the Municipality's staff that is available for state trunkline Highway maintenance. MDOT and the Municipality will identify maintenance activities that can be performed in the winter months when not performing winter maintenance.

The Municipality will work with MDOT to develop an annual priority plan for scheduling work over the term of this Contract consistent with MDOT'S road preservation objectives.

MDOT will establish the winter maintenance budget based on a five (5)-year average of winter expenditures which includes the costs for labor, fringe benefits, equipment, MDOT Salt Stores, Municipality supplied road salt, winter sand, other de-icing chemicals and overhead.

The Region Engineer and the Municipality will review the non-winter maintenance budget together at least every other month. This review will cover work planned and conducted, work planned and not conducted, and the current status of the non-winter maintenance budget. Any adjustments to the proposed work plan to curtail or expand operations to meet budget limitations will be covered in this budget review. During winter operations, the winter budget will be reviewed monthly by the Region Engineer and the Municipality.

MDOT and the Municipality will meet between March 1 and May 15 of each budget year to discuss a supplemental summer program. The supplemental summer program will be funded by the remainder of the winter budget. During this meeting, participants will estimate the remainder of the winter budget, review the status of current and future bills for winter maintenance and propose a supplemental summer. The proposed work activities will be prioritized to support MDOT'S preservation strategy as indicted in Appendix G.

SECTION 16: REIMBURSEMENT SCHEDULE REQUEST FOR REIMBURSEMENT

MDOT will reimburse the Municipality for the following costs incurred in the performance of routine maintenance, non-maintenance, and all other work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT prior to the start of the review for each respective year of the Contract period.

- A. MDOT will reimburse the Municipality for the cost of all labor employed in the performance of this Contract. The reimbursement will include the expense of permit inspections, field and office engineering, and reviewing expenses in connection with force account work by subcontractors.
- B. MDOT'S share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the Municipality on the Municipality's previous fiscal years' experience. These charges are subject to review in accordance with Section 25.
- C. MDOT'S share of the actual cost of Municipality owned or purchased energy.
- D. MDOT will reimburse the Municipality for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this Contract. The Municipality shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- E. MDOT will reimburse the Municipality for the cost of handling materials furnished by the Municipality and materials furnished by MDOT as follows:
 - 1. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating or loading of materials measured by volume or weight in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, provided that these costs can be identified within the records of the Municipality. When bulk items paid for by MDOT are co-mingled with the Municipality's materials, MDOT will only reimburse the Municipality for the cost of handling the portion expected to be used on the state trunkline highways. The Municipality will establish a rate of use annually, based on the previous year's use to

identify MDOT's share of handling cost. The Municipality's established rate is subject to adjustment by review.

2. Non-Bulk Items (measured by area or count):

A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the Municipality, charges for handling and storage in excess of five percent (5%) will be reimbursed to the Municipality upon review, provided that these charges can be identified and supported within the records of the Municipality.

- F. Equipment owned by the Municipality will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- G. MDOT will reimburse the Municipality for the amounts paid by the Municipality to a subcontractor as set forth in Section 9.
- H. MDOT will reimburse the Municipality for the cost of labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.
- I. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the Municipality for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the Municipality and shall not change.

The overhead amount payable under Section 16(I) is reimbursement to the Municipality for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Maintenance Superintendent (except as noted in Section 16(K)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on Municipality owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

- J. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.

- J. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.
- K. Requests for reimbursement to be made at least bi-monthly (every other month) on the basis of certified statement of charges prepared and submitted by the Municipality within thirty (30) days from the end of each bi-monthly period on forms furnished by MDOT or using an equivalent approved alternative format. Costs submitted beyond sixty (60) days from the end of each bi-monthly period will include written justification for the delay and will be paid only upon approval of the Region Engineer. Upon written request to the Region Engineer, payment may be made to the Municipality on a monthly basis, after submission to MDOT of certified statements of costs for each monthly payment period. Municipalities with a line item budget contract of \$100,000 or greater **shall** submit request for reimbursement on a **monthly** basis through MDOT'S Local Agency Payment System (LAPS).
- L. The Municipality will be reimbursed as a direct cost for work performed by the Maintenance Superintendent making regular inspections of state trunkline highways in accordance with written instructions from the Region Engineer. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.
- It is further agreed that in smaller municipalities, the Maintenance Superintendent designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The Municipality may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A.

SECTION 17: ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The Municipality is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).

SECTION 18: SNOW HAULING

MDOT will share in the cost of snow hauling if each snow hauling effort is approved by the Region Engineer. MDOT'S share of snow hauling will be determined based on the ratio of area designated for traffic movement to the total area of the state trunkline highway right-of-way within the agreed upon area of snowhaul. MDOT will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement. MDOT'S reimbursement for snow hauling from state trunkline highways, based upon this calculation, is paid at the rate of _____ percent (%) of actual charges supported by proper documentation. The frequency (annually, each storm, etc.) will be at the discretion of the Region Engineer. The Municipality should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. A prior written authorization for each snow haul event from the Region Engineer shall be required and kept on file for review purposes.

The Municipality agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

SECTION 19: PAVEMENT MARKING

Compensation for the item of PAVEMENT MARKING will be made on the basis of actual expenditure only, except in no case will the Municipality be compensated for a total expenditure in excess of the amount designated for PAVEMENT MARKING in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for PAVEMENT MARKING is limited to only painting authorized by the Region Engineer. The Municipality shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

SECTION 20: COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of SWEEPING AND FLUSHING, GRASS AND WEED CONTROL and ROADSIDE CLEAN UP will be made on the basis of actual expenditures only, except that in no case will the Municipality be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the Municipality and Region Engineer; and reflected in each line activity budget amount.

SECTION 21: TREES AND SHRUBS

Except for emergency work, the Municipality must request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and Municipality shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the Region Engineer.

SECTION 22: EQUIPMENT LIST

The Municipality will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be furnished to MDOT no later than February 28 of each year.

SECTION 23: RECORDS TO BE KEPT

The Municipality will:

- A. Establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under the state trunkline maintenance contract. The Municipality will retain the following RECORDS, and others, in accordance with generally accepted accounting principles:
 1. Retain daily timecards or electronic timekeeping files for employees and equipment indicating the distribution of time to route sections and work items. Daily timecards must be signed by the employee, the immediate supervisor and by the timekeeper when the timekeeper is employed. If the Municipality uses crew-day cards, it will retain crew-day cards backed by a time record for the pay period signed as above, in lieu of daily individual timecards detailing the time distribution. If the Municipality uses electronic timekeeping, it will retain data files detailing time distribution and assigned supervisor approval.
 2. Retain properly signed material requisitions (daily distribution slips) which indicate type of material, quantity, units of measure, the date of distribution and the distribution to route sections and work items.

3. Retain additional cost records to support and develop unit cost charges and percentages as applied to invoice costs. No such cost records are necessary in support of the overhead percentage or the five percent (5%) handling charge.
- B. The Municipality will maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this Contract period. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the Municipality will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals for that decision has expired.

Representatives of MDOT may inspect, copy or review the RECORDS at any mutually acceptable time. However, the Municipality cannot unreasonably delay the timely performance of the review.

SECTION 24: COST CERTIFICATION, REIMBURSEMENT AND ADJUSTMENT

The Municipality hereby certifies that, to the best of the Municipality's knowledge, the costs reported to MDOT under this Contract will represent only those items which are properly chargeable in accordance with the Contract. The Municipality also hereby certifies that it has read the Contract terms and is aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

SECTION 25: CONTRACT REVIEW AND RESPONSE

The Municipality's records will be subject to review/audit within the statute of limitations, and the review/audit period will coincide with the Municipality's fiscal year, unless the Contract is terminated or not renewed. The term "review/audit" hereafter will be referred to as "review".

Charges by the Municipality for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by review after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this Contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the Municipality will not be subject to adjustment.

If any adjustments are to be made, the Municipality will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that a review performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the Municipality a Notice of Review Results and a copy of the Review Report, which may supplement or modify any tentative findings communicated to the Municipality at the completion of a review.

Within sixty (60) days after the date of the Notice of Review Results, the Municipality will:

1. Respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the Review Report;
2. Clearly explain the nature and basis for any disagreement as to a disallowed item of expense; and
3. Include a written explanation as to any questioned item of expense. Hereinafter, the "RESPONSE" will be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the Municipality may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
4. The Municipality agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost.

MDOT will review submitted RESPONSE and attached documentation from the Municipality. MDOT will reply in writing acknowledging receipt of the Municipality RESPONSE. The submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. See Section 26, "Dispute Resolution Process".

SECTION 26: DISPUTE RESOLUTION PROCESS

A. Contract Disputes

For review disputes refer to Section 26 (B) below, all other disputes between the parties shall be resolved under the terms of this section. It is the intent that each party may communicate concerns relative to the contract and resolve any issues as they arise. After a contract issue has been resolved, a summary of the agreed upon resolution shall be jointly drafted and distributed. Some issues may require ongoing communication to resolve and may become an item for negotiation during the next review and renegotiation of the contract.

If the parties are unable to resolve any dispute, the parties must meet with the Engineer of Operations, Operations Field Services Division or designee. The following are steps to resolve the dispute without the need for formal legal proceedings:

- 1) The representative of the Municipality and MDOT must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with the dispute. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any legal proceeding.
- 2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
- 3) The specific format for the discussions shall be left to the discretion of the designated Municipality and MDOT representatives but may include the preparation of agreed upon statement of fact or written statements of position.
- 4) Statements made by the Municipality or MDOT during Dispute Resolution may not be introduced as evidence by either party in any judicial action related to or under this Contract.
- 5) In cases where disputes have not been resolved, any remaining issues will be referred to the MDOT Appeal Panel which consists of four Bureau Directors, three of which will constitute a quorum.
- 6) Every effort will be made to complete this process within 90 calendar days by both parties.

B. Review Disputes

For Review Disputes the submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. The Appeal Panel consists of four Bureau Directors, three of which will constitute a quorum.

- 1) MDOT will provide the Municipality with an opportunity to appear before the Appeal Panel to explain and support their RESPONSE.
- 2) If, after an Appeal Panel written decision, the Municipality will either accept the decision or file a lawsuit in a court of proper jurisdiction to contest MDOT's decision. The filing of a lawsuit must be initiated by the Municipality within thirty (30) days of the receipt of the Appeal Panel's written decision. MDOT will not withhold or offset the funds in dispute if the Municipality files a lawsuit in a court of proper jurisdiction.
- 3) If the Municipality fails to repay an overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the Municipality agrees that MDOT will deduct all or a portion of an overpayment from any funds due the Municipality by MDOT under the terms of this Contract.
- 4) Every effort will be made to complete this process within 60 calendar days by both parties.

This section shall not be construed to prevent either party from initiating, and a party is authorized to initiate, an action for breach of this Contract or for any other relief allowed by law earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to the other party, or under Injunctive Relief below. In the event that a dispute is not resolved through the Dispute Resolution Process, either party may initiate an action for breach of this Contract, or any other relief allowed by law in a court of proper jurisdiction. Time periods may be extended if mutually agreed upon by both parties.

Injunctive Relief

The only circumstance in which disputes between MDOT and the Municipality shall not be subject to the provisions of this Dispute Resolution Process is when a party makes a good faith determination that it will suffer irreparable harm due to a breach of the terms of the Contract by the other party and that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in Section 28.

SECTION 27: TERM OF CONTRACT

This Contract will be in effect from October 1, 2019 through September 30, 2024.

SECTION 28: BUDGET REDUCTION, TERMINATION OR NON-RENEWAL OF CONTRACT

- A. For convenience and without cause, MDOT may reduce the budget, terminate, or choose not to renew this Contract, if written notice is given to the Municipality at least one (1) year prior to the beginning of the Contract year to which the budget reduction, termination, or expiration applies. One year from the date of such notice shall be deemed the termination date of the Contract.

The Municipality may reduce the budget, terminate, or choose not to renew this Contract if one (1) year's written notice, prior to the effective date of budget reduction, termination, or expiration is given to MDOT. One year from the date of such notice shall be deemed the termination date of the Contract.

- B. Upon termination of this Contract "for cause" or any reason, the Municipality must, for a period of time specified by MDOT (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDOT, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDOT or its designees. This Contract will automatically be extended through the end of the transition period.

SECTION 29: STATE OF MICHIGAN ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2017-2, April 25, 2017, as set forth in Appendix D, attached hereto and made a part hereof.

SECTION 30: CONTRACTUAL INTERPRETATION

All capitalized words and phrases used in this agreement have the meaning set forth in Appendix A.

All words and phrases not specifically defined in Appendix A shall be construed and understood according to the ordinary meaning of the words used, but technical words and phrases shall have the meanings set forth in MDOT's publications, manuals, advisories, or guides, as applicable. If no MDOT publication, manual, advisory or guide is applicable, such technical words shall be construed and understood according to the usual and accepted meaning used in the industry or field to which they relate. In case of any discrepancies between the body of this Contract and any appendices attached hereto, the body of this Contract will govern.

SECTION 31: AUTHORIZED SIGNATURE(S)

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized official(s) of the Municipality and of MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective official(s) of the Municipality, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

BY: _____
TITLE:

BY: _____
TITLE:



MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: MDOT Director

APPENDIX A

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

DEFINITIONS

ANNUAL WORK PLAN: A schedule developed by the Municipality, and a Region Engineer designee, of the routine maintenance work to be performed annually on state trunklines by the Municipality.

BUDGET/FIELD ACTIVITY BUDGET: Both items are defined as the budgeted amount distributed to the Municipality at the beginning of the fiscal year (October 1).

CHEMICAL STORAGE FACILITIES: Bulk salt storage buildings.

COMPONENTS OF AN ANNUAL WORK PLAN: An outline of agreed upon maintenance activities to be performed to meet the needs of the trunkline. The components of this plan shall be a list of prioritized maintenance needs and a general break-down of how the Municipality's budget will be applied to the standard maintenance activity groups to facilitate work on the maintenance needs.

DEPARTMENT: Means the Michigan Department of Transportation.

MDOT APPEAL PANEL: A panel comprised of four Bureau Directors responsible for deciding Contract disputes, three of which will constitute a quorum.

EQUIPMENT SPECIFICATIONS AND RENTALS: An annual list of equipment proposed to be used on the state trunkline system by the Municipality forwarded to the Department with the hourly rates of each piece of equipment.

MICHIGAN STATE TRANSPORTATION COMMISSION: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical assistance, and overseeing the administration of state and federal funds allocated for these programs.

OFFICE OF COMMISSION AUDIT (OCA): The Office of Commission Audit reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is

charged with the overall responsibility to supervise and conduct review activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

REGION ENGINEER: The Department's designated chief engineer (or designee) responsible for the oversight of each MDOT region.

RESPONSE: A written explanation as to any questioned item of expense

SCHEDULE C EQUIPMENT RENTAL RATES: The Department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment.

SMALL HAND TOOLS: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

STATE ADMINISTRATIVE BOARD: The State Administrative Board consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capitol outlay process, and the settlement of small claims against the state.

STATE TRUNKLINE HIGHWAY: A road, highway, or freeway under the jurisdiction of the Department, and usually designated with an M, US, or I, preceding the route number.

WINTER MAINTENANCE: Maintenance operations centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and safe driving surface under winter conditions. The activity codes that define the budget line items for winter maintenance are:

1410: Winter maintenance

1440: Winter road patrol (*See winter maintenance patrol above*)

1490: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above activity codes.

APPENDIX B

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

OVERHEAD SCHEDULE

Effective October 1, 2019, through September 30, 2024

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000_____	11.00_____	.50_____	11.50
\$25,001 to \$50,000 _____	10.25_____	.50_____	10.75
\$50,001 to \$75,000 _____	9.50_____	.50_____	10.00
\$75,001 to \$100,000 _____	8.75_____	.50_____	9.25
\$100,001 and over _____	8.00_____	.50_____	8.50

APPENDIX C
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX D

**STATE ADMINISTRATIVE BOARD
RESOLUTION 2017-2
PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS
AND
RECISSION OF RESOLUTION 2011-2**

WHEREAS, the State Administrative Board (“Board”) exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2, of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2011-2 on August 30, 2011, establishing a \$500,000 or more threshold for Board approval of the Michigan Department of Transportation (“MDOT”) Professional Engineering Consultant Contracts and Construction Contracts and increasing the threshold for Board approval for Service Contracts to \$250,000 or more for initial contracts and \$125,000 or more for an amendment to a Service Contract;

WHEREAS, the Board has adopted Resolution 2017-1, raising the threshold for Board approval of contracts for materials and services to \$500,000 or more for the initial contract and \$500,000 or more for contract amendments, and rescinding Resolution 2011-1;

WHEREAS, MDOT is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation’s Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, and Federal Aviation Administration, which oversee MDOT’s administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments

arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in postponement of payments to subcontractors and suppliers; work slowdowns and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2011-2 is rescinded.
2. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
3. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceed 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
4. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$500,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.

5. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$500,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and the sum of all amendments executed after the most recent Board approval total \$500,000 or more.

6. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$500,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

7. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, and a railroad or rail service provider.

8. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

9. MDOT may enter into a contract in connection with the award of a grant including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

10. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

11. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a

written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

12. Notwithstanding any provisions of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective April 25, 2017.

APPROVED
State
Administrative Board
4-25-17 *Rose M. Cousin*

APPENDIX E

SUBCONTRACT REQUIREMENTS

**SUMMARY OF STATE ADMINISTRATIVE BOARD
REQUIREMENTS FOR AMENDMENTS
(PREVIOUSLY REFERRED TO AS OVERRUNS,
EXTRA’S AND ADJUSTMENTS)**

Administrative Board Resolution (2017-2, April 25, 2017)

Amendments

Subcontract Requirements:	Amendment Amount	State Administrative Board (SAB) Approval Requirements:
<ul style="list-style-type: none">• Region Engineer approval required prior to start of work.• Form 426 must be signed by the Region Engineer.• Documentation of amendment is required by the Municipality.• Send revised Form 426 to the Operations Field Services Division Contract Administrator for review and approval prior to the start of work.	\$499,999 or less	Not required Note: Emergency contracts \$250,000 or greater require SAB approval.
	\$500,000 or greater	Required prior to the start of work Note: When the sum of the contract and all amendments total \$500,000 or greater, SAB approval is required.

Definition of Term: Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra’s or adjustments.

April 25, 2017



STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

GRETCHEN WHITMER
GOVERNOR

PAUL C. AJEGBA
DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name
Address
Contact Person, Title

**RE: Clarification of State Trunkline Maintenance Contract between Michigan
Department of Transportation (MDOT) and the (insert name of contract agency)**

Dear _____:

This Letter of Understanding is in follow up to our recent meeting held on _____ and will serve as a reference to clarify the Scope of Work set forth in Section 2, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City of _____. The work activities are to be conducted by the City as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract.

Subcontracting of any work activities shall be in accordance to Section 9 of the Contract.

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name
Maintenance Engineer
MDOT ____TSC

APPROVED BY:

City of _____ agrees to the terms and conditions stated in this agreement.

Dated this _____ day of _____, 2014

Name, Title

APPROVED BY:

Region Engineer
Michigan Department of Transportation

Date _____

APPENDIX G

Non-Winter Maintenance Activity & Level of Service Priority

For the purposes of defining priority levels, the following guidance is suggested:

"Critical" work activities are those which address conditions in the infrastructure that pose an imminent threat to public health and safety. This would include instances in which defects or damage currently exist and must be repaired to restore the infrastructure to a safe operating condition. Examples may include filling existing potholes, repairing significantly damaged guardrail, grading shoulders with an edge drop in excess of 1 ½ inches or replacing a collapsed culvert.

"High Priority" work activities are those which address serious deficiencies in the condition of the infrastructure which, in the professional judgment of the Region and TSC management, could lead to defects or damage in the near future that would seriously impact public health and safety if they are not addressed now. Examples may include repairing significantly deteriorated pavement joints and cracks or repairing culverts with section loss.

"Routine/Preventive" work activities are those which address the condition of the infrastructure in such a way as to maintain or prevent the condition from deteriorating to serious condition. Examples may include sealing pavement cracks, grading shoulders, cleaning culverts and ditches, and brushing.

Priority Group 1:

Traffic Signal Energy
Facility Utilities
Freeway Lighting Energy
Operation of Pump Houses
Operation of Movable Bridges
Auto Liability Insurance (county contracts)
Supervision (county contracts)
Roadway Inspection (minimum acceptable level- county contracts)
Billable Construction Permits
Equipment Repair and Servicing
Fuel
Critical Surface Maintenance
Critical Guardrail Repair
Critical Sign Replacement
Critical Drainage Repair
Critical Traffic Signal Repair
Critical Freeway Lighting Repair
Critical Response to Traffic Incidents (to assist in traffic control, facility restoration)
Critical Drainage Area Sweeping (to prevent roadway flooding)

Critical Structural Maintenance on Bridges
Critical Pump House Maintenance
Critical Shoulder Maintenance (to address shoulder drops greater than 1 ½")
Critical Impact Attenuator Repair
Clear Vision Area Mowing
Removal of Large Debris and Dead Animals (from the traveled portion of the roadway)
Rest Area and Roadside Park Maintenance

Priority Group 2:

High Priority Surface Maintenance
High Priority Guardrail Repair
High Priority Sign Replacement
High Priority Drainage Repair
High Priority ROW Fence Repair
High Priority Shoulder Maintenance
High Priority Structural Maintenance
Adopt-A-Highway
Youth Corps in designated urban areas
Mowing (First Cycle)
Freeway Slope Mowing in designated urban areas
Litter Pickup in designated urban areas
Graffiti Removal in designated urban areas
Freeway Lighting Maintenance & Repair

Priority Group 3:

Mowing (Additional Cycles)
Brushing
Sweeping, beyond critical drainage areas
Litter Pickup, outside designated urban areas
Graffiti Removal, outside designated urban areas
Routine/Preventive Surface Maintenance
Routine/Preventive Guardrail Repair
Routine/Preventive Sign Replacement
Routine/Preventive Drainage Repair
Routine/Preventive Shoulder Maintenance
Routine/Preventive Structural Maintenance
Routine/Preventive Pump House Maintenance
Routine/Preventive Traffic Signal Maintenance
Youth Corps outside of designate urban areas
Non-motorized path maintenance

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: ERVIN SUIDA, INTERIM CITY MANAGER
DATE: FEBRUARY 3, 2020
RE: LUCY ROAD MONITORING AND SAMPLING 2020

In 2012 the City of Howell was able to achieve a No Further Action (NFA) on the Lucy Road Landfill Site with the Michigan Department of Environmental Quality. The NFA as approved required a long term monitoring commitment for sampling and maintenance from the City of Howell and M.A. Hanna. Based on past agreements, the City's financial responsibility is for 40% of associated costs with M.A. Hanna responsible for the other 60%. In 2016, both parties requested and evaluated proposals from 4 qualified firms to provide the required annual components of our NFA for the 2017 calendar year. GHD Engineering of Plymouth Michigan was awarded the contract to perform this work and has done an excellent job for the past three years.

The City of Howell and M.A. Hanna requested a proposal from GHD for the 2020 Sampling, Monitoring and reporting in compliance with the existing NFA. The 2020 proposal submitted has a total annual increase of \$300, making the proposed annual cost \$27,800. Both City Staff and M.A. Hanna agree that GHD has been doing an excellent job meeting the NFA requirements while maintaining effective cost controls and we are very satisfied with their overall performance. GHD provided M.A. Hanna and the City of Howell with a presentation on last year's monitoring and potential plan moving forward. M.A. Hanna has already authorized this proposal and are waiting on Howell to do the same. We had discussions with both GHD and Hanna regarding a QBS for a 5-year contract next year.

At this time the City is recommending we accept the proposal to perform the annual sampling and monitoring as proposed in GHD's submittal and as required by the NFA work plan. Funds for this expense are budgeted annually in the Lucy Road Park Recovery Fund for an amount of \$15,000. The City 40% portion for this expense will be \$11,120, this is \$120.00 more than the prior year. The NFA work plan requires sampling and monitoring through the year 2037 at which time it will be determined if additional monitoring will be required and if so at what level.

ACTION REQUESTED:

Accept the proposal as submitted by GHD to perform the annual monitoring and sampling for the Lucy Road site in accordance with our NFA report for an amount not to exceed \$27,800.00, of which the City will be responsible for 40% of those costs for a total of \$11,120.



December 12, 2019

Reference No. 11129041

Mr. Ervin J Suida
Interim City Manager
City of Howell
611 E. Grand River
Howell, Michigan, 48843

Dear Mr. Suida:

**Re: Proposal for Professional Services (Proposal)
Lucy Road Landfill Facility – Facility ID No. 47000018
Howell, Michigan**

1. Introduction

GHD is pleased to provide this proposal and cost estimate associated with the Lucy Road Landfill facility located in Howell, Michigan (Site). The purpose of this proposal is to conduct long-term monitoring as per the Post Closure Agreement documented in the Michigan Department of Environmental Quality (MDEQ) No Further Action (NFA) letter dated December 13, 2012. Pricing for this proposal assumes semi-annual groundwater sampling and quarterly methane monitoring for 1 year (2020). All work will be completed from GHD's Farmington Hills, Michigan office, which will provide minimal mobilization costs and provide the ability to respond quickly to Site necessity.

2. Project Team

GHD proposes the following project team to complete the Scope of Work described in this Proposal. The Project Team was selected from individuals that have successfully completed numerous groundwater sampling and methane monitoring investigations for clients across North America. The project team will be primarily staffed out of GHD's Farmington Hills office.

Key project personnel for the Site are presented below:

Senior Project Manager – Tom Kinney, C.P.G.

Project Advisor – Doug Gatrell, PE

Project Coordinator – Sam Belisle

Project/Field Staff – Experienced geologists/technicians from the Farmington Hills, Michigan office

The staff identified above has over 60 years of combined water sampling and landfill methane monitoring experience and will provide excellent management and leadership.



3. Proposed Scope of Work

GHD proposes to implement the following scope of work based on review of the NFA letter and GHD's experience implementing the scope of work since 2016.

Update a site specific health and safety plan.

Collect groundwater levels from approximately 27 monitoring wells and surface water levels from two staff gauges.

Conduct semi-annual groundwater sampling from 15 monitoring wells (AMW-1S, AMW-1R-S/I/D, BMW-19S, BMW-28R-S/I/D, VEC-4S/I/D, VEC-5S, BMW-32S/D and WMW-13B) for analysis of volatile organic compounds, inorganics and metals. See Table 1 for a summary of the analytical constituents, methods and costs. Monitoring well BMW-23S was included on the NFA well monitoring list, but GHD has been unable to locate and sample the well.

Semi-annual groundwater sampling will utilize low flow sampling techniques. During low flow sampling, the field measured groundwater quality parameters will be recorded including specific conductivity, pH, DO, ORP, temperature, and turbidity.

Conduct quarterly methane monitoring utilizing a Landtec Gem 2000 or 500 at Gas Probes #1 through 14 and two passive gas vents. During quarterly methane monitoring, the pressure will be monitored at each probe prior to methane monitoring. The pressure will be monitored in inches of water column with a digital manometer. The digital manometer will be connected to the sample port, the sample port valve opened (stopcock), and readings recorded. The valve is then closed and the combustible gas meter (GEM-2000 or 500) will be connected to the hose barb assembly to check for the presence of landfill gases. A minimum of 110 percent of the probe and filter pack volume will be purged prior to recording the readings. A depth to water reading will be measured (if possible) after gas readings have been completed.

Prepare one annual groundwater monitoring report. The annual report shall include groundwater elevations, summary of analytical results, methane gas and groundwater sampling documentation, recommendations to change the Post Closure Plan (as applicable) and any response activities undertaken under the contingency plan.

Laboratory analysis will be completed by Eurofins/TestAmerica in North Canton, Ohio. All samples will be shipped under chain of custody with a standard 2-week turnaround time.

4. Proposed Schedule

GHD will initiate the following schedule upon authorization to proceed. The anticipated schedule is included below:

Report Preparation and Submittal	March 2020
Quarterly Methane Monitoring	March 2020



Semi-Annual Groundwater Sampling	June 2020
Quarterly Methane Monitoring	June 2020
Quarterly Methane Monitoring	September 2020
Semi-Annual Groundwater Sampling	November 2020
Quarterly Methane Monitoring	November 2020

5. Cost Estimate

GHD's services will be provided on a time-and-materials basis. GHD does not charge a premium for overtime, weekend, or holiday work necessary to meet client deadlines. The following summarizes the estimated budget for each task:

Task	Cost
Task 1: Update Health and Safety Plan and Site Review	\$300
Task 2: One Year of Semi-Annual Groundwater Monitoring (Two Rounds)	\$8,000
Task 3: Laboratory Analytical Costs (Total Costs for Two Rounds)	\$8,650
Task 4: One Year of Quarterly Methane Monitoring (Four Rounds)	\$5,650
Task 5: 2019 Annual Report (March 2020)	<u>\$5,200</u>
SITE TOTAL	\$27,800
Total to be paid by MA Hanna (60%)	\$16,680
Total to be paid by City of Howell (40%)	\$11,120

The costs identified above account for 1 year of groundwater sampling, methane monitoring and associated reporting. Depending on results, we may recommend amending the Post Closure Plan to reduce sampling points, frequency and/or analysis. The request will be submitted to EAGLE (formerly the MDEQ) as part of the Annual Report (if appropriate).

GHD's Standard Terms and Conditions (T&C) and project specific Fee Schedule are presented in Attachment A. The attached T&Cs apply to the City of Howell only, while M.A. Hanna Plastic Group, Inc.'s agreement will be governed by its separate Agreement for Professional Services. An 8% discount to GHD's 2016 rates will be applied to total personnel billings for work completed.



If this proposal is acceptable, please sign below (and the T&Cs, if appropriate) and return by e-mail.
Please contact me if you would like to discuss this scope of work further.

Sincerely,

GHD

A handwritten signature in black ink that reads "Thomas Kinney". The signature is fluid and cursive, with a long horizontal stroke at the end.

Thomas Kinney, CPG

TK/SB/1/PR

Encl. Table 1 – Summary of Analytical Constituents, Methods and Costs
Attachment A – GHD's Standard Terms and Conditions and Fee Schedule

City of Howell

Authorized by: _____

Title: _____

Date: _____

Table 1

**Summary of Analytical Constituents, Methods and Costs
Former Lucy Road Landfill
Howell, Michigan**

Category	Constituents	Analytical Method	Costs
VOCs	Standard 8260B Scan	Method 8260B	\$48
	Tetrahydrofuran	Method 8260B	included
	DiethylEther	Method 8260B	included
	Methane	Method RSK-175	\$58
Inorganics	Ammonia	SM4500	\$15
	TDS	SM2540	\$10
	Total Kjeldahl Nitrogen	SM4500	\$20
Metals	Antimony	Method 6010C	\$75
	Arsenic	Method 6010C	
	Cadmium	Method 6010C	
	Lead	Method 6020	
	Mercury	Method 7470A	
	Nickel	Method 6010C	
	Selenium	Method 6010C	
	Silver	Method 6010C	
Vanadium	Method 6010C		
Additional Metals	Aluminum	Method 6010C	\$6
	Chromium	Method 6010C	\$6
	Iron	Method 6010C	\$6
	Manganese	Method 6010C	\$6
	Sodium	Method 6010C	\$6
	Zinc	Method 6010C	\$6
	Platinum	Method 6010C	\$34
All Metals Above	Metals Price for all Metals (16 metals)	List plus additional	\$109

Note:

BMW32S, BMW32D, and VEC-5S will be analyzed for Additional Metals.

Attachment A
GHD's Standard Terms and Conditions and Fee
Schedule

Professional Terms and Conditions

Please Choose ("GHD") and Client (as set out below) agree that any professional services performed by GHD for Client, relating to the scope of work, will be on the following standard terms:

1. Invoices for services rendered will be issued monthly payable on receipt. Amounts due will be increased at the rate of 1 1/2 percent per month after 30 days. GHD reserves the right, without penalty, to discontinue services in the event of non-payment of undisputed amounts.
2. GHD maintains statutory workers compensation insurance, and professional, pollution, general, auto, and employers liability insurance which GHD deems adequate. Certificates of insurance shall be provided on request.
3. GHD's services are solely for Client's benefit and may not be relied upon by any third party without GHD's express written consent. Any use, change, or distribution of Work Product without the written consent of GHD shall be at Client's risk and will not give rise to liability of GHD.
4. GHD shall perform its professional services in the manner consistent with the level of care and skill ordinarily exercised by other professional firms acting under similar circumstances and at similar times. GHD makes no other warranty, implied or expressed.
5. GHD shall indemnify and hold harmless Client for its services to the extent GHD's neglect or willful misconduct causes liability for the Client. Neither party shall be liable for any consequential loss, injury or damages suffered by the other party, including but not limited to loss of use, earnings, and business interruption.
6. To the maximum extent permitted by law, GHD's liability and that of its employees, agents, directors, officers, and subcontractors to Client due to any negligent acts, errors or omissions, shall not exceed \$1,000,000, except as to damages resulting from the gross negligence or willful misconduct of GHD.
7. Client acknowledges that the pre-existing presence, if any, of pollutants, and other potentially hazardous conditions at the project site were not caused by or are not the responsibility of GHD, and that this contractual arrangement does not transfer any legal responsibilities for such conditions to GHD.
8. GHD may terminate this Agreement for nonpayment or other default by Client. Terms agreed to under this Agreement shall survive any such termination.
9. Client hereby agrees that this agreement may be assigned to another entity within the GHD group of companies that will be directly or indirectly wholly-owned by GHD Group Pty Ltd. (a "Related Entity"). Any such Related Entity shall assume all of GHD's liabilities, duties and obligations in, to, and under this Agreement. Client hereby agrees that this assignment may be effected without any further notice or action on the part of GHD. Upon request, Client agrees to execute and deliver any further documents as may be reasonably requested by GHD or its successor to evidence such consent and/or assignment.

These Terms and Conditions are hereby accepted this _____ day of _____, 201_.

Client Signature:

Name of Company: _____

Per: _____

Title: _____

I have authority to bind the Corporation



2016/2017 USA Fee Schedule

Principals: \$190.00 - \$220.00

Associates: \$165.00 - \$215.00

Specialist: \$180.00 - \$220.00

Engineers:

- ◆ Level A \$112.00
- ◆ Level B \$122.00
- ◆ Level C \$134.00 - \$154.00
- ◆ Level D \$159.00 - \$170.00
- ◆ Level E \$175.00 - \$185.00
- ◆ Level F \$205.00 - \$215.00

Geologists/Hydrogeologists:

- ◆ Level A \$112.00
- ◆ Level B \$122.00
- ◆ Level C \$134.00 - \$154.00
- ◆ Level D \$159.00 - \$170.00
- ◆ Level E \$175.00 - \$185.00
- ◆ Level F \$205.00 - \$215.00

Environmental Chemists/Scientists/Planners:

- ◆ Level A \$107.00
- ◆ Level B \$117.00
- ◆ Level C \$128.00 - \$138.00
- ◆ Level D \$148.00 - \$158.00
- ◆ Level E \$173.00 - \$183.00
- ◆ Level F \$205.00 - \$215.00

Industrial Hygienists/Safety Professionals:

- ◆ Level A \$107.00
- ◆ Level B \$117.00
- ◆ Level C \$128.00 - \$143.00
- ◆ Level D \$153.00 - \$163.00
- ◆ Level E \$175.00 - \$185.00
- ◆ Level F \$205.00 - \$215.00

Information Technologists:

- ◆ Level A \$107.00
- ◆ Level B \$117.00
- ◆ Level C \$128.00 - \$138.00
- ◆ Level D \$148.00 - \$158.00
- ◆ Level E \$173.00 - \$183.00
- ◆ Level F \$205.00 - \$215.00

Database Analysts:

- ◆ Level A \$92.00
- ◆ Level B \$102.00
- ◆ Level C \$118.00 - \$138.00
- ◆ Level D \$152.00 - \$172.00
- ◆ Level E \$182.00 - \$192.00
- ◆ Level F \$197.00 - \$207.00

Technicians/Technologists:

- ◆ Level A \$79.00
- ◆ Level B \$97.00
- ◆ Level C \$112.00
- ◆ Level D \$123.00 - \$143.00
- ◆ Level E \$153.00 - \$163.00
- ◆ Level F \$190.00 - \$205.00

Draft/CADD:

- ◆ Level A \$75.00
- ◆ Level B \$85.00
- ◆ Level C \$96.00
- ◆ Level D \$106.00
- ◆ Level E \$116.00
- ◆ Level F \$126.00

Technical Apprentices: \$80.00 - \$90.00

Administrative Support: \$63.00



Chargeout List for Reproduction Supplies

Display Materials:

Foam Core Presentation Board	\$1.50/sq. ft.
White Print on Bond	\$0.20/sq. ft.
Laminates - 8 ½" x 11"	\$1.50
Laminates - 11" x 17"	\$2.50
Recordable Compact Disk	\$2.00
Disc Labels	\$1.00
Flash Drives (1GB)	\$10.00

Color Photocopies:

8 ½" x 11" size/11" x 17" size on Bond	\$0.50
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Black & White Photocopies:

8 ½" x 11" size/11" x 17" size	\$0.14/copy
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Printed Plots:

24" x 36" or 36" x 48" Monochrome Laser	\$0.25/sq. ft.
Line Drawings Color 24" X 36" or 36" X 48" Color	\$2.50/sq. ft.
Full Graphic Color Oversize	\$3.50/sq. ft.
Full Graphic Color Specialty Paper	\$5.00/sq. ft.
Full Color Inkjet on Acetate	\$5.00/sq. ft.

Printing Supplies:

Cover Stock (Front & Back Set)	\$0.75
Coverbind Cover Sets	\$5.00
Plastic Pockets	\$2.00
Acetate Cover	\$0.50
Binders - 1"	\$7.50
Binders - 1 ½"	\$8.50
Binders - 2"	\$9.50
Binders - 3"	\$11.50
Binders - 3 ½" and up	\$14.00

Tabs:

Figures, Tables, Appendices (A, B, C, etc.), Sections (1, 2, 3, etc.)	\$0.40/Tab
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Digital Equipment:

Digital Camera	\$10/day, \$35/week, \$100/month
Digital Projector	\$25/day, \$75/week, \$200/month
Laptop Computer	\$15/day, \$55/week, \$200/month



2016/2017 Fee Schedule

Notes:

- 1) Rates are for employees GHD.
- 2) Mileage rates are consistent with current IRS/Canada Revenue Agency rates, which is the rate at which employees are reimbursed.
- 3) Company owned vehicle rate is \$80.00/Day plus \$0.28/mile (USA) or \$0.24/km (CDN).
- 4) Travel charges are identified under disbursements and are passed through directly as incurred, all travel via common carrier being at coach class rates.
- 5) Accommodation expenses are identified under disbursements and are passed through directly as incurred. Lodging costs and meal allowances for each full day depend on the area.
- 6) Photocopy charges are \$0.14 per page.
- 7) Color photocopy charges are \$0.50 per page.
- 8) Information Technology is billed at \$4.50 per hour per person.
- 9) Specialized Computer Application is billed at \$15.00 per hour.
- 10) Other Office and Field Supplies are charged at standardized rates and are available upon request.
- 11) Other project related out of office disbursements, expenses, and subcontractor costs will be invoiced with a markup of 10%.
- 12) Fee schedule is subject to change on July 1, 2017.

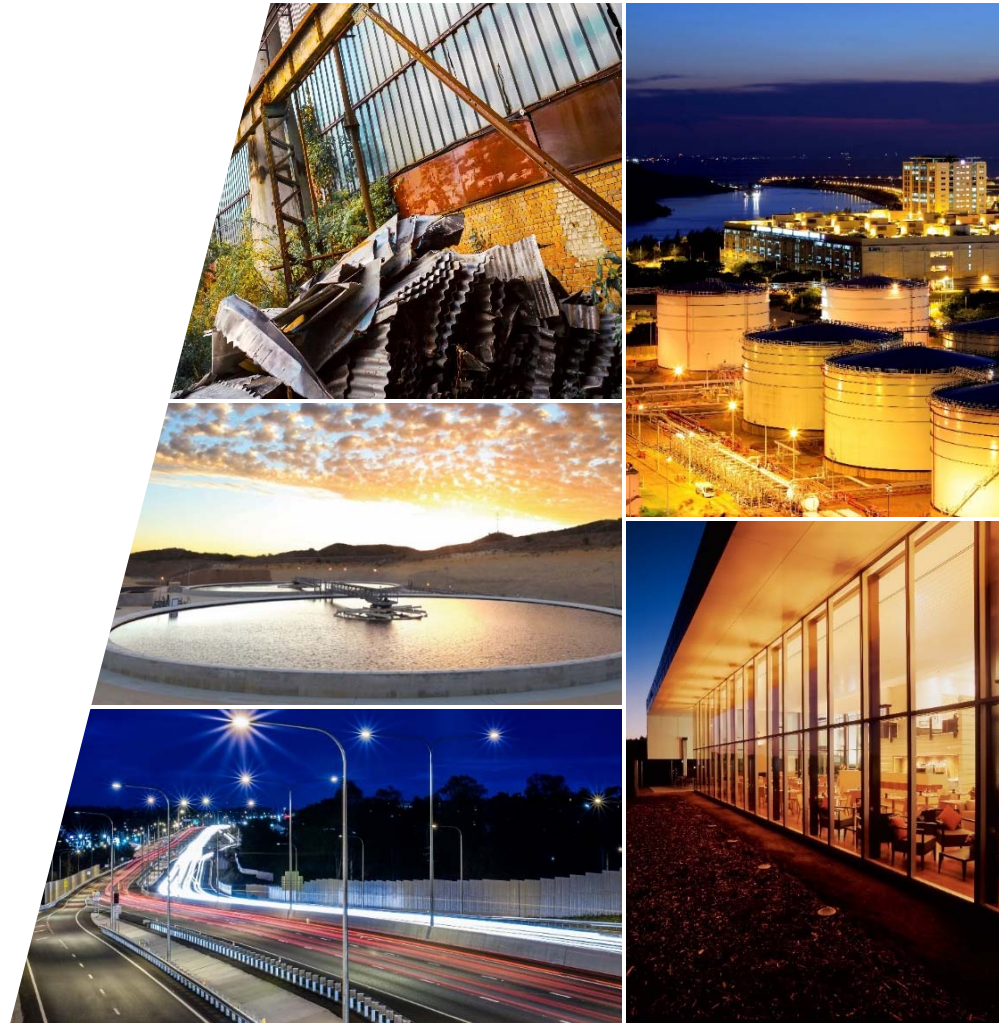


Lucy Road Landfill

January 30, 2020

Tom Kinney CPG, Project Manager

Sam Belisle Project Coordinator



AGENDA

January 30, 2020

Lucy Rd Landfill Meeting

INTRODUCTIONS

PROJECT BACKGROUND

- PART 201 NO FURTHER ACTION AWARDED
- NO FURTHER ACTION REQUIREMENTS
- RECENT PROPERTY TRANSACTIONS

GHD IMPLEMENTATION OF NFA

- O&M
- LANDFILL GAS MONITORING
- GROUNDWATER MONITORING
- REPORTING

PLANS FOR 2020

LONG TERM PLANS BEYOND 2020



INTRODUCTIONS

PROJECT TEAM

- Ernie Schaub, PolyOne
- Erv Suida, City Manager/DPS Director, City of Howell
- Matt Davis, City of Howell

GHD

- Tom Kinney, CPG, Senior PM
- Douglas Gatrell, P.E., Project Advisor & Landfill Gas Expert
- Sam Belisle, Project Coordinator
- John York, Field Technician
- Experts in their field on an as needed basis

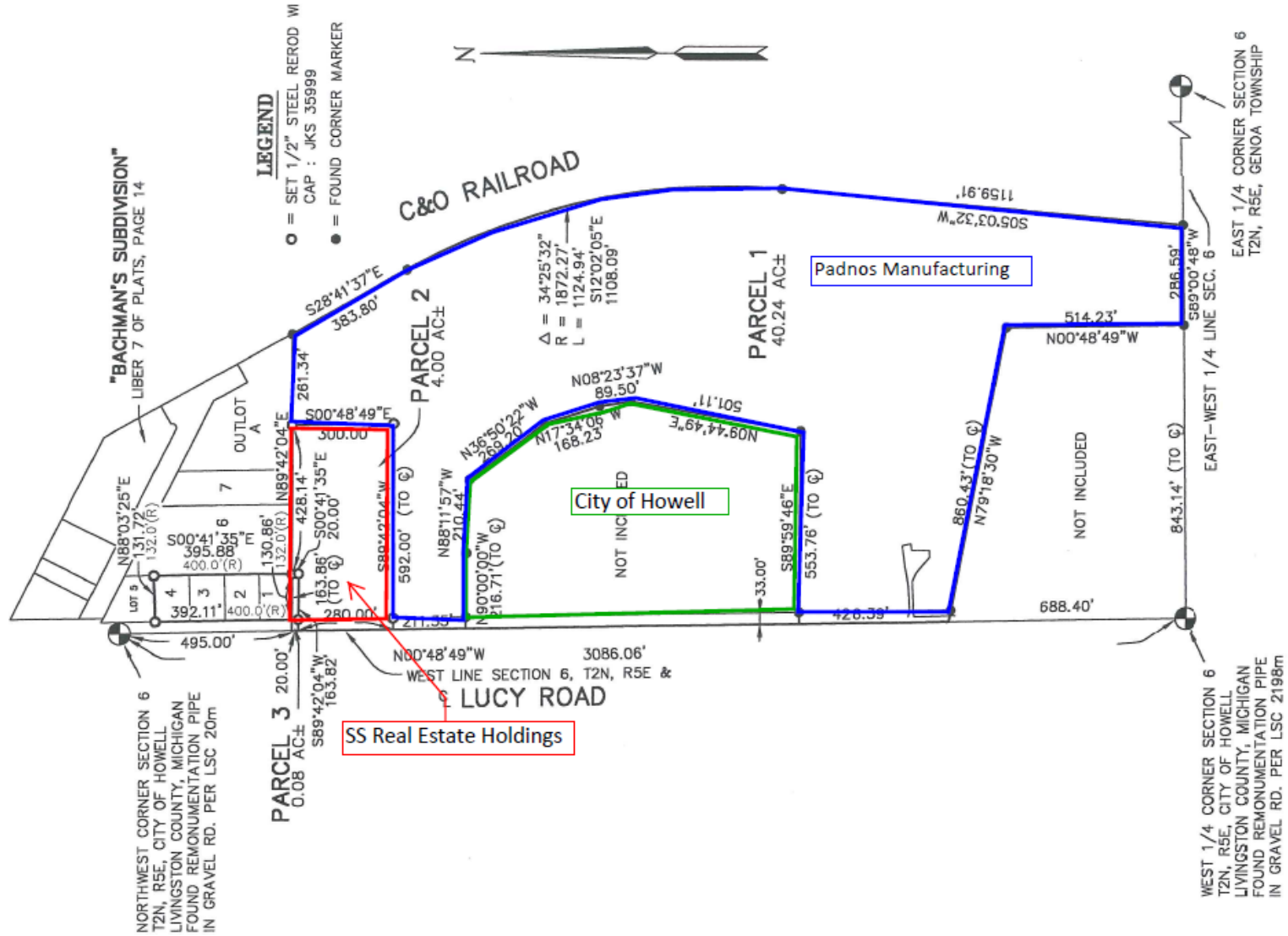


Project Background Part 201 No Further Action (NFA)

- NFA approved by MDEQ (Now EGLE) Dec. 13, 2012
 - Remedial actions completed prior to NFA approval, as documented by VEC:
 - Impacted soil outside of the now fenced Mound Site were removed from the site and properly disposed.
 - Inert debris east of mound covered with 2 ft of soil.
 - Mound area fenced off to restrict access with appropriate signage.
- Requirements under NFA Post Closure Agreement
 - Perform Monitoring Plan as noted in Post Closure Agreement
 - Assure compliance with Due Care Requirements
 - Inspect and maintain integrity of fencing around Mound Site.
 - Long term maintenance and monitoring will continue for **30 years** (until 2037)



Development Parcel Ownership



Site Observations from November 2019 Sampling Event



Potential access concerns



A number of 5-gallon buckets were observed along the inner perimeter of the mound fence.



Evidence of painting observed on the eastern portion of the development parcel.

GHD Implementation of NFA: O&M

Mound Fence

- Repair needed at the north gate

Mound Erosion

- No erosion has been observed since GHD took over monitoring in 2016

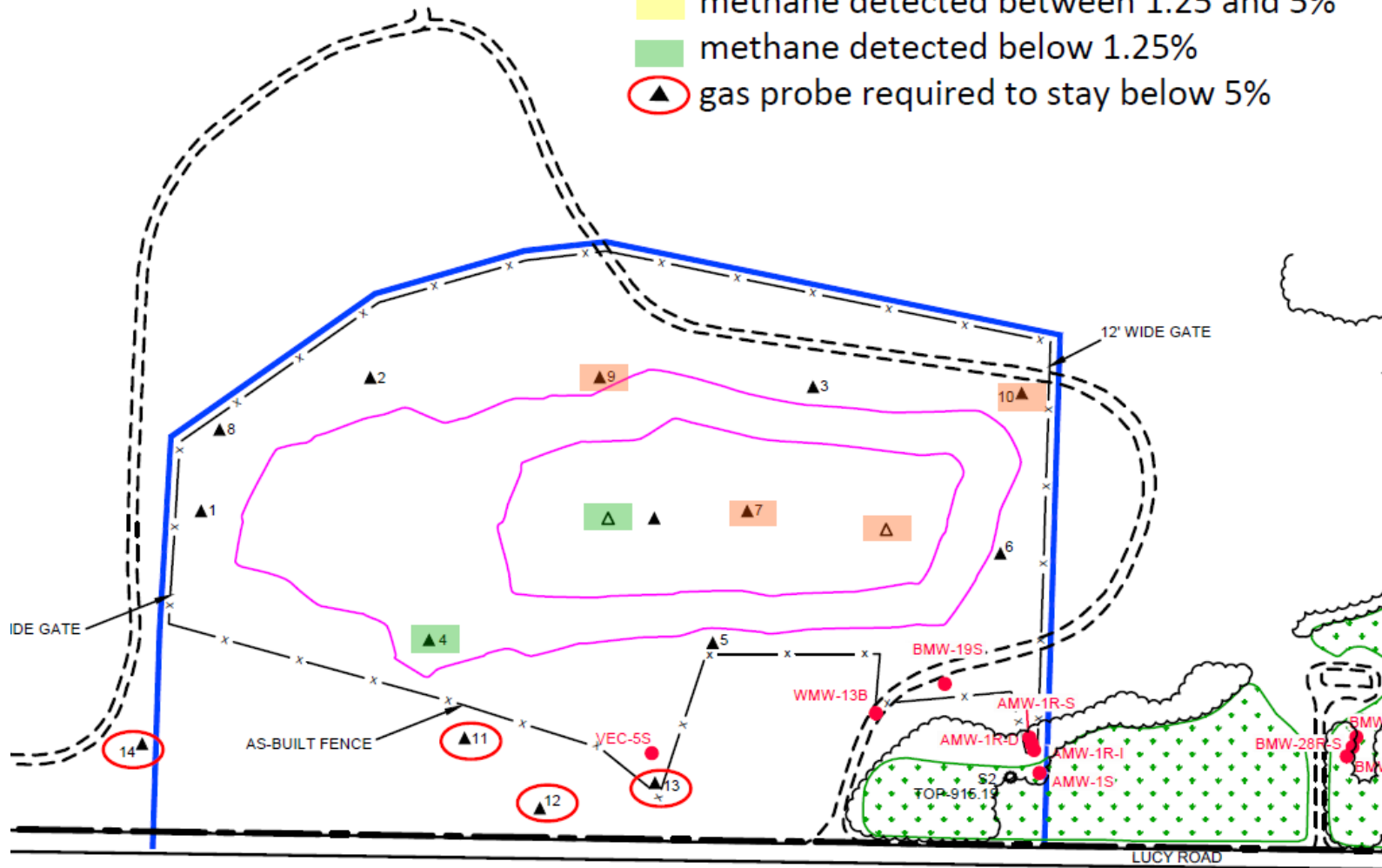
Well & Gas Probe Conditions

- Overall, monitoring wells and gas probes are in good condition.
 - BMW-33S: during Nov. 2019 event, the water level could not be recorded due to obstruction in well.
 - BMW-23S: listed on NFA as to be sampled, GHD unable to locate, last sampled in 2011.

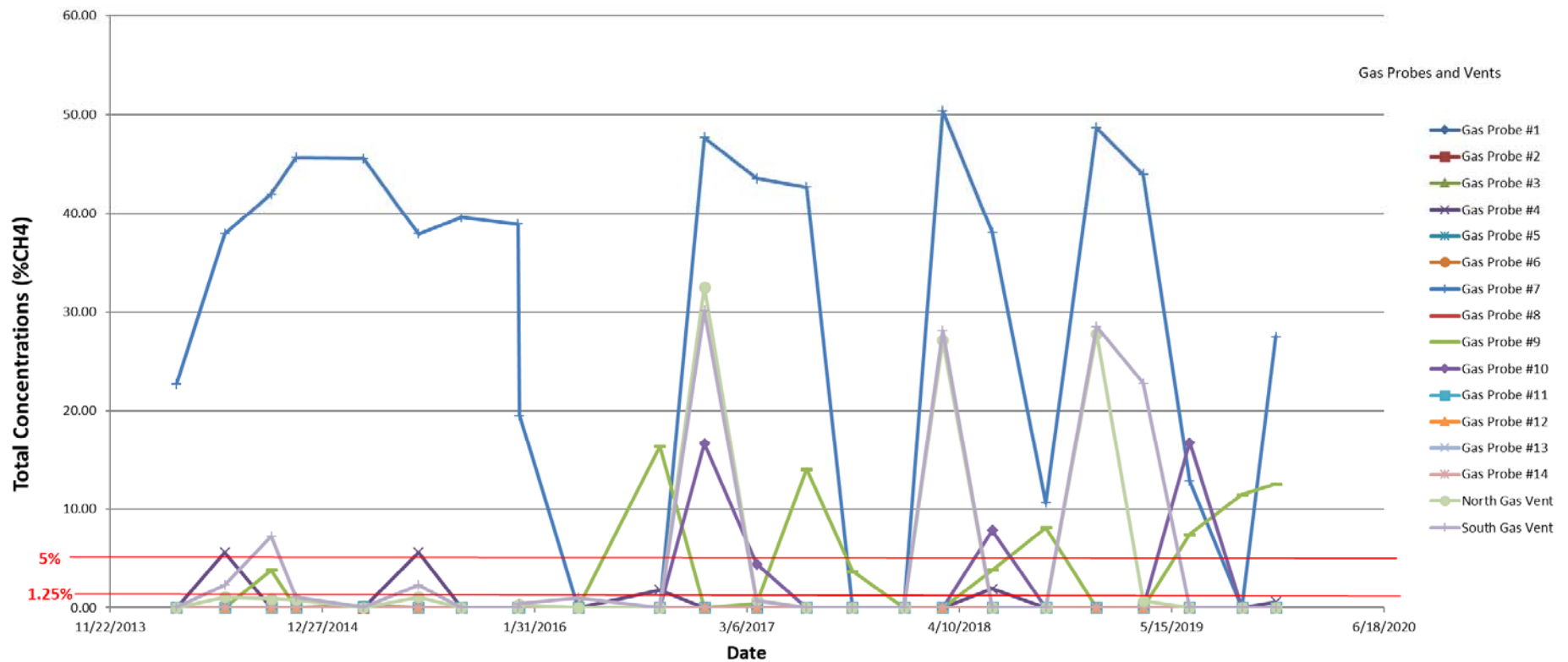


GHD Implementation of NFA: Landfill Gas Monitoring - 2019 Results

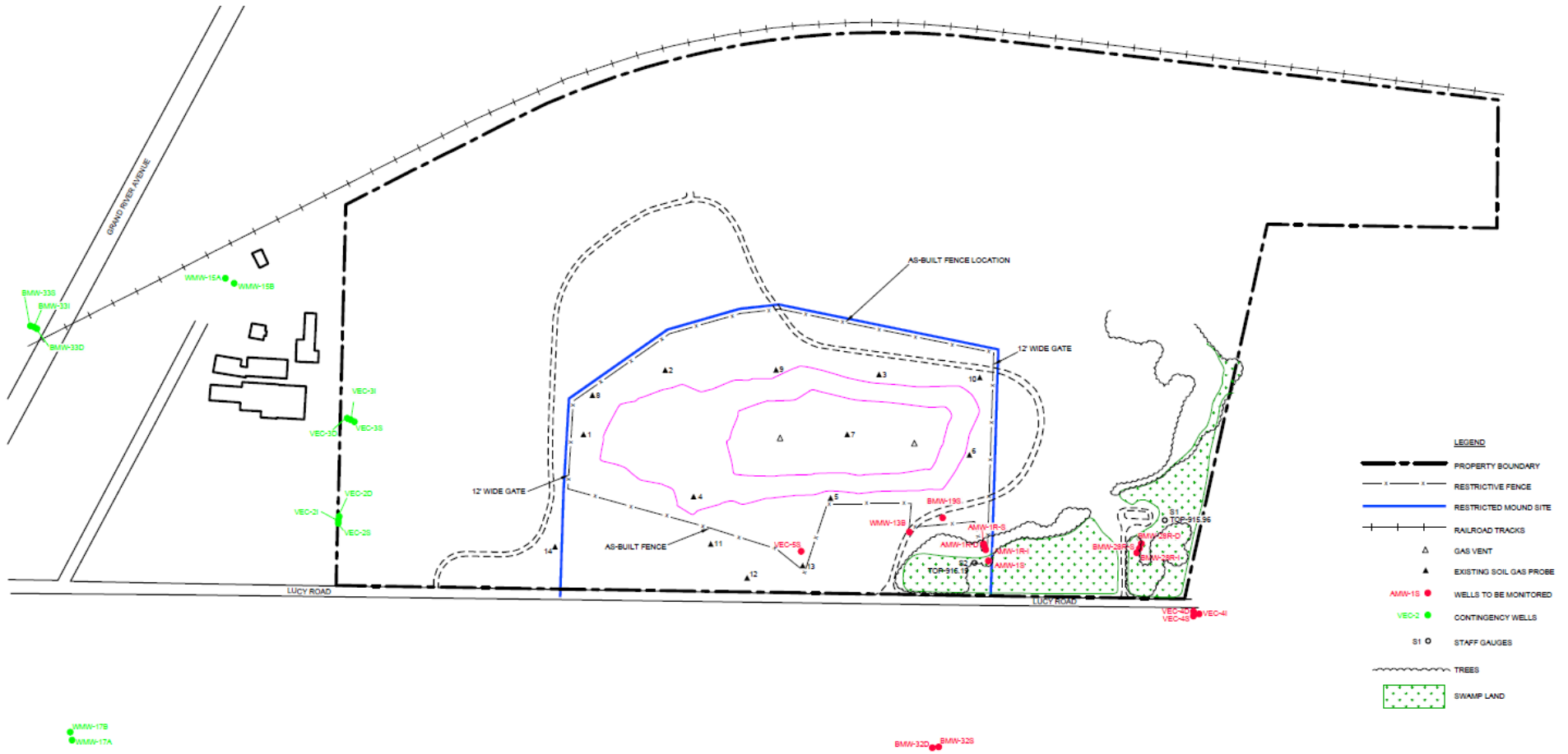
- methane detected above 5%
- methane detected between 1.25 and 5%
- methane detected below 1.25%
- gas probe required to stay below 5%



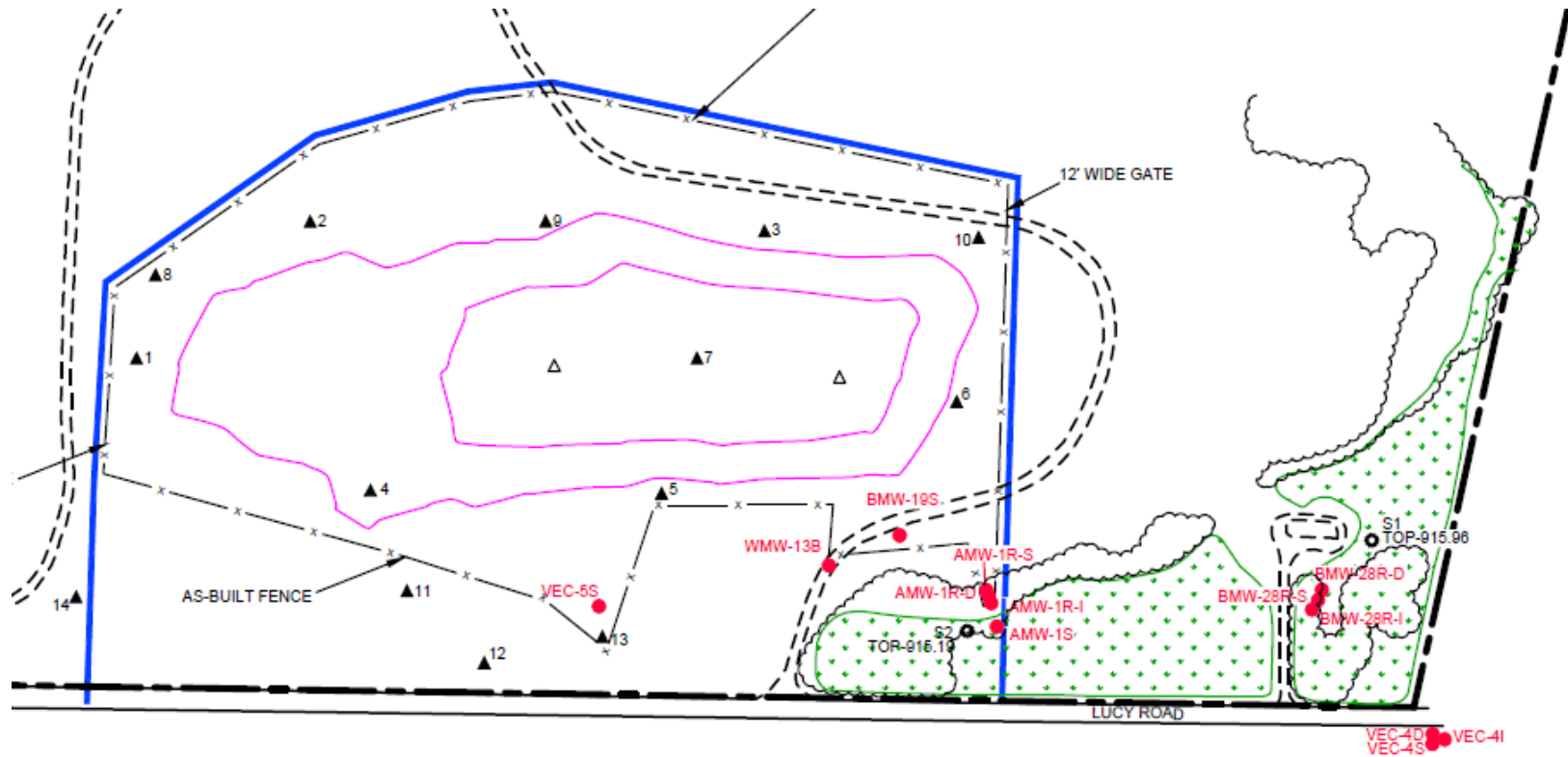
GHD Implementation of NFA: Landfill Gas Monitoring – Historic Trends



GHD Implementation of NFA: Groundwater Monitoring



GHD Implementation of NFA: Groundwater Monitoring



BMW-32D ● BMW-32S ●

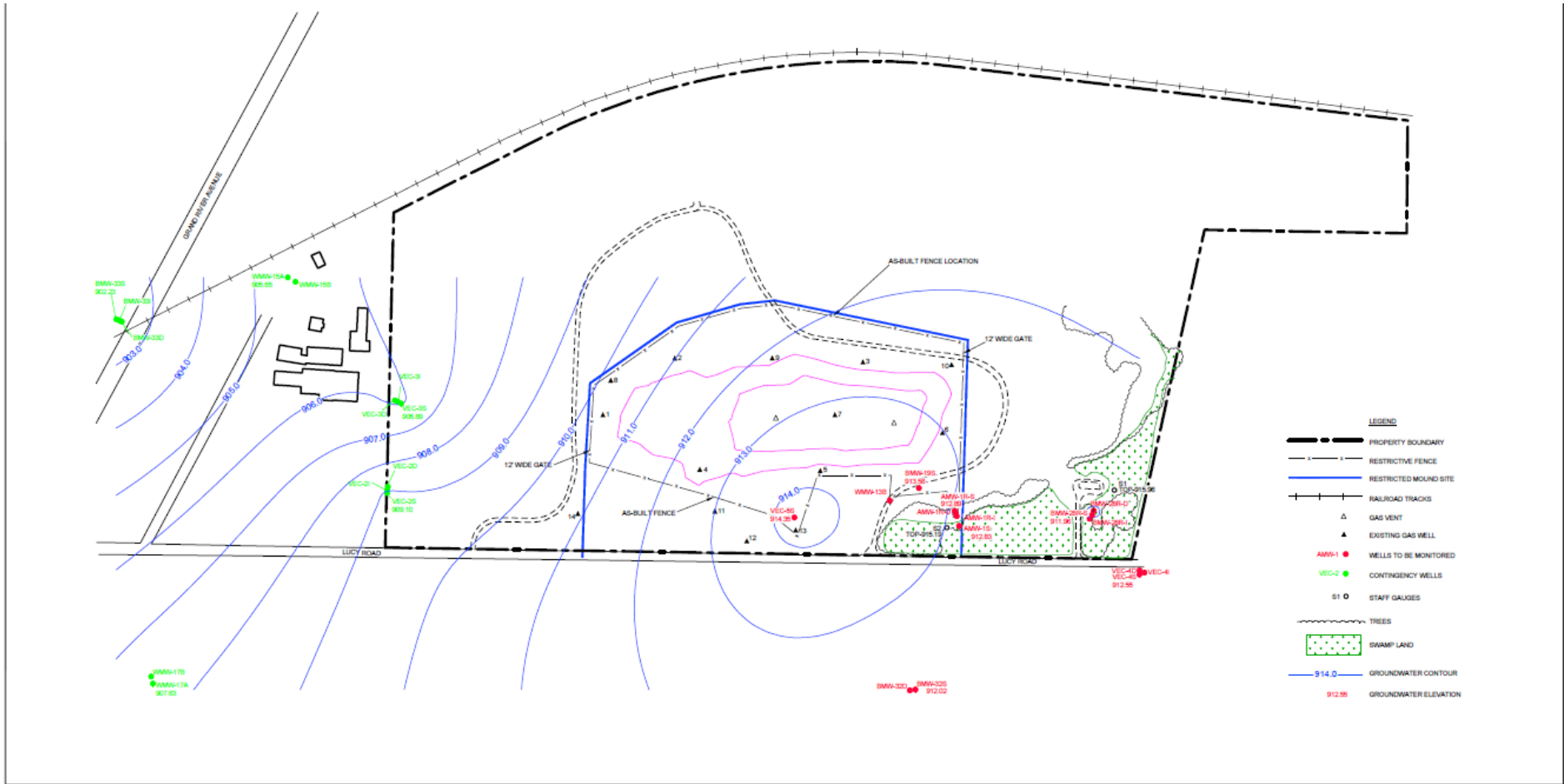
GHD Implementation of NFA: Reporting

The annual report submitted to EGLE (formerly MDEQ) contains:

- Groundwater elevation results
- Groundwater analytical results
- Methane gas probe results
- Mound area and fence maintenance
- Other notable changes to the site



GHD Implementation of NFA: Reporting



Source: VEC ENGINEERING PLLC, 1225 WEST PARKS ROAD, SAINT JOHNS, MI

0 125 250ft



FORMER LUCY ROAD LANDFILL
HOWELL, MICHIGAN

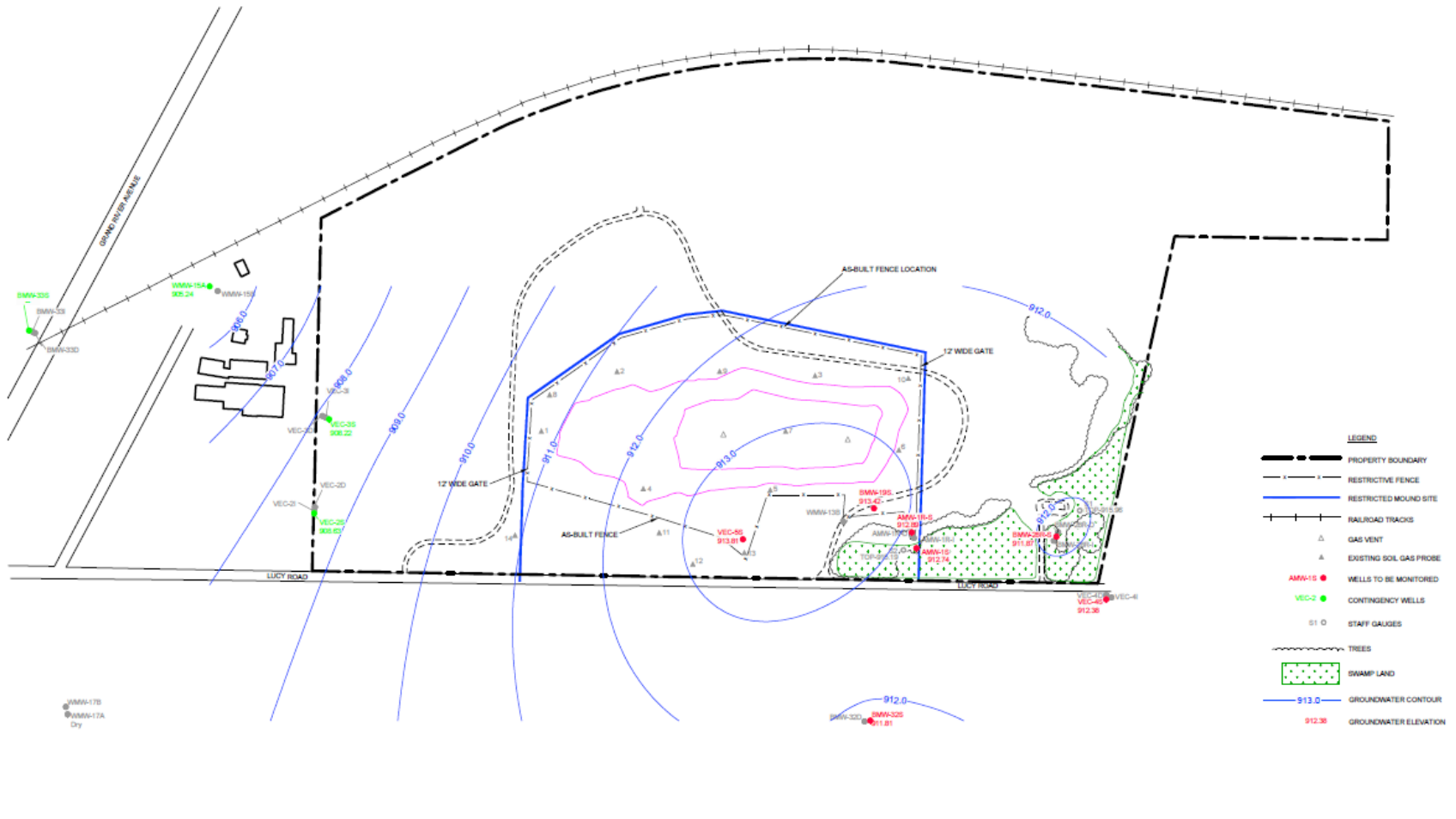
SHALLOW GROUNDWATER CONTOUR MAP - JUNE 2019

11129041-04
Jan 28, 2020

FIGURE 4



GHD Implementation of NFA: Reporting



Source: VEC ENGINEERING PLLC, 1225 WEST PARKS ROAD, SAINT JOHNS, MI

0 125 250ft



FORMER LUCY ROAD LANDFILL
HOWELL, MICHIGAN

SHALLOW GROUNDWATER CONTOUR MAP - NOVEMBER 2019 FIGURE 7

11129041-04
Jan 28, 2020

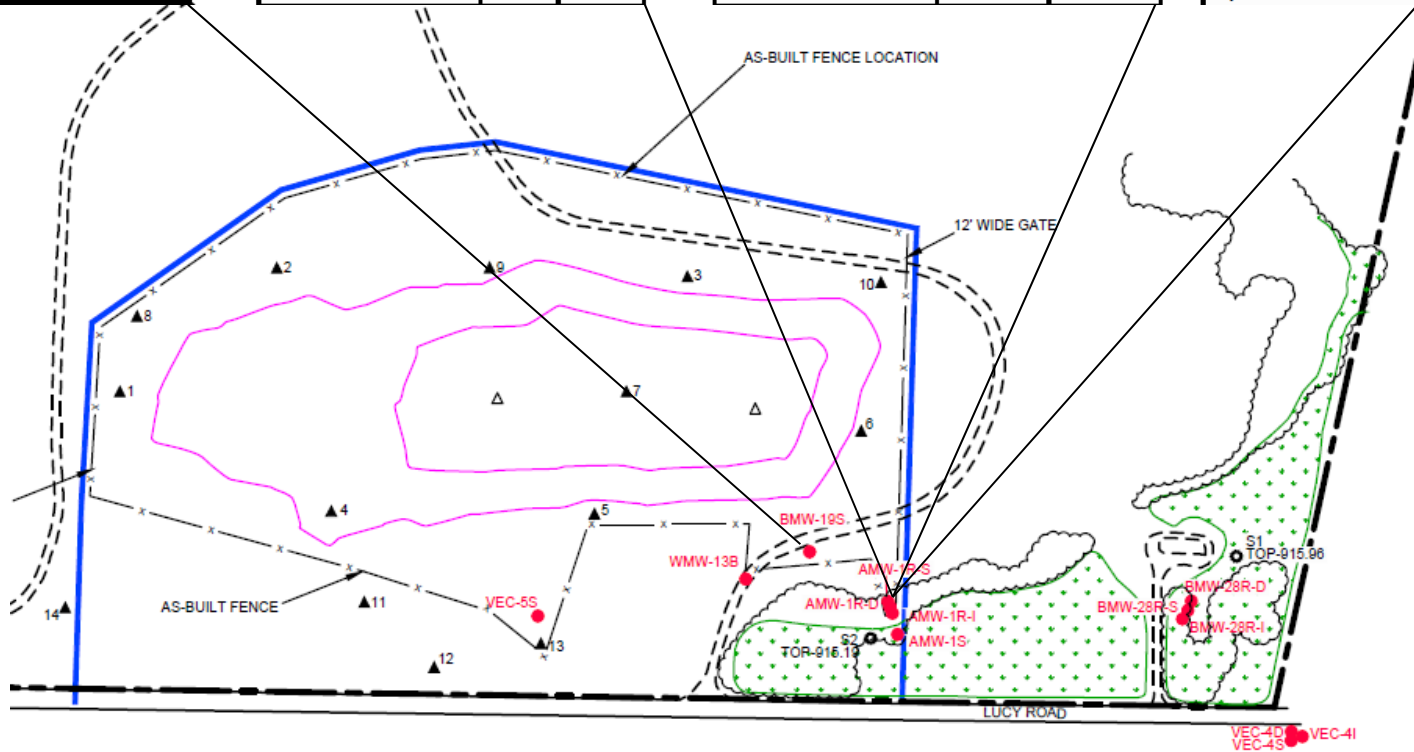
GHD Implementation of NFA: Reporting

BMW-19S	6/18/2019 ug/L	11/25/2019 ug/L
General Chemistry		
Ammonia-N	12000 (abc)	14000 (abc)
Total dissolved solids (TDS)	2000000 (abc)	1400000 (abc)
Total kjeldahl nitrogen (TKN)	13000 (ab)	13000 (ab)
Metals		
Arsenic	0.81 J	0.95 J
Nickel	49	180 (abc)
Vanadium	5.0 U	5.0 U
VOCs		
Benzene	13 U	0.80 J
cis-1,2-Dichloroethene	110 (ab)	110 (ab)
Methyl tert butyl ether (MTBE)	13 U	3.3 U
Tetrahydrofuran	310 (ab)	17 U
Trichloroethene	43 (ab)	20 (ab)
Vinyl chloride	13 U	3.3 U

AMW-1R-I	6/18/2019 ug/L	11/25/2019 ug/L
General Chemistry		
Ammonia-N	170 J (c)	210 (c)
Total dissolved solids (TDS)	310000	330000
Total kjeldahl nitrogen (TKN)	5000 U	3900 J
Metals		
Arsenic	11 (abc)	12 (abc)
Nickel	2.0 U	2.0 U
Vanadium	5.0 U	5.0 U
VOCs		
Benzene	1.0 U	1.0 U
cis-1,2-Dichloroethene	1.0 U	1.0 U
Methyl tert butyl ether (MTBE)	1.0 U	1.0 U
Tetrahydrofuran	5.0 U	5.0 U
Trichloroethene	1.0 U	1.0 U
Vinyl chloride	1.0 U	1.0 U

AMW-1R-S	6/18/2019 ug/L	11/25/2019 ug/L
General Chemistry		
Ammonia-N	1500 (c)	920 (c)
Total dissolved solids (TDS)	970000 (abc)	1000000 (abc)
Total kjeldahl nitrogen (TKN)	5000 U	5600
Metals		
Arsenic	1.6 J	1.7 J
Nickel	2.0 U	2.0 U
Vanadium	0.84 J	0.93 J
VOCs		
Benzene	5000 U	330 U
cis-1,2-Dichloroethene	5000 U	330 U
Methyl tert butyl ether (MTBE)	5000 U	330 U
Tetrahydrofuran	140000 (abcg)	7500 (ab)
Trichloroethene	5000 U	330 U
Vinyl chloride	5000 U	330 U

AMW-1R-D	6/19/2019 ug/L	11/26/2019 ug/L
General Chemistry		
Ammonia-N	320 (c)	480 (c)
Total dissolved solids (TDS)	240000	240000
Total kjeldahl nitrogen (TKN)	3400 J	4500 J
Metals		
Arsenic	3.8 J	3.4 J
Nickel	2.0 U	2.0 U
Vanadium	5.0 U	5.0 U
VOCs		
Benzene	1.0 U	1.0 U
cis-1,2-Dichloroethene	1.0 U	1.0 U
Methyl tert butyl ether (MTBE)	1.0 U	1.0 U
Tetrahydrofuran	5.0 U	5.0 U
Trichloroethene	1.0 U	1.0 U
Vinyl chloride	1.0 U	1.0 U



GHD Plans for 2020

Report Preparation and Submittal	March 2020
Quarterly Methane Monitoring	March 2020
Semi-Annual Groundwater Sampling	June 2020
Quarterly Methane Monitoring	June 2020
Quarterly Methane Monitoring	September 2020
Semi-Annual Groundwater Sampling	November 2020
Quarterly Methane Monitoring	November 2020





Discussion – Potential Long Term Plans ?

- Reduction in monitoring – number of wells, parameters, frequency
- Potential pitfalls with requesting change to post closure agreement



www.ghd.com

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: CATHERINE M STANISLAWSKI, FIN DIR/TREASURER
DATE: FEBRUARY 5, 2020
RE: PROTECTING LOCAL GOVERNMENT ACT

As Council is aware, the City was required to file Form 5572 with Treasury concerning our pension and retirement health plans. We were determined to be “underfunded” in our pension plan because our revenue ratio exceeded the threshold by 1.3% (11.3% vs. 10.0%) and our funded ratio was below 60% (56.4%). Treasury does allow an underfunded municipality to apply for a waiver. The waiver can detail; system design changes, additional funding and other considerations a municipality has undertaken to address its underfunded status.

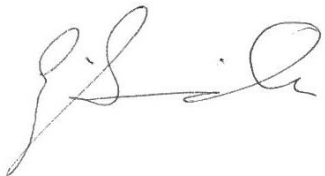
The City has been proactive in addressing its funding status for many years. The waiver details prior changes and the most recent actions the City has implemented to address its pension funding. Recent actions the City has undertaken include additional payments in 2018 and 2019 of \$453,156 and employees have continued to contribute more to the plan, which will increase, to 8% in 2021. We also provide an analysis detailing that if the revenue from the Enterprise Funds, which comprise 25.60% of the liability, were included in the revenue ratio computation, the ratio would be 8.06%, which is considerably less than the threshold of 10.00%.

Treasury will review our application and determine if the underfunded status is being adequately addressed. After their review they will either issue a waiver or require a corrective action plan from the City.

ACTION REQUESTED:

Motion to adopt Resolution 20-05 in support of the application for a waiver for Defined Benefit Pension Retirement Systems in accordance with Public Act 202 of 2017, and acknowledge the ongoing responsibility to improve the pension funding status.

REVIEWED & APPROVED FOR SUBMISSION:

A handwritten signature in black ink, appearing to read 'Erv Suida', is written over a light blue horizontal line.

Erv Suida, Interim City Manager

**RESOLUTION NO. 20-05
APPLICATION FOR WAIVER
DEFINED BENEFIT PENSION RETIREMENT SYSTEMS
PROTECTING LOCAL GOVERNMENT RETIREMENT AND BENEFITS ACT**

WHEREAS, Public Act 202 of 2017, Protecting Local Government Retirement and Benefits Act, has triggered a preliminary review of underfunded status of the City of Howell Defined Benefit Pension Retirement Systems; and,

WHEREAS, the City of Howell is eligible to file an application for waiver demonstrating the actions taken to address the underfunded status; and,

WHEREAS, the Howell City Council has implemented significant changes to the Defined Benefit Pension Systems incorporating the following measures to reduce the underfunded status:

- 1) All B4 divisions were closed to new hires effective July 1, 2013;
- 2) New B2 divisions were created reducing the benefit multiplier from 2.5% to 2% for new hires;
- 3) Starting in January 2016, employee contributions increased to 5% and will continue to increase to 8% by 2021.
- 4) In addition to required monthly payments, additional voluntary contributions have been made for the past three years for a total of \$744,086.

WHEREAS, over a quarter of the retirement liability is attributable to our Enterprise Funds: and if the revenue from these Funds was included in the calculation of the revenue ratio, the City's revenue ratio would be 8.06%, which is considerably lower than the threshold of 10.0% to trigger underfunded status.

NOW THEREFORE, BE IT RESOLVED, that the Howell City Council hereby supports and approves the application for waiver for Defined Benefit Pension Retirement Systems in accordance with Public Act 202 of 2017, and acknowledges the ongoing responsibility to improve the pension funding status.

Adopted by the Howell City Council February 10, 2020.

Nick Proctor, Mayor

Jane Cartwright, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of Resolution No. 20-05, adopted by the City Council of the City of Howell, Livingston County, Michigan, at a regular meeting held on the 10th day of February 2020 and that the meeting was held and the minutes therefore were filed in compliance with Act No. 267 of the Public Acts of 1976.

IN WITNESS WHEREOF, I have hereto affixed my official signature this 10th day of February, 2020.

BY: Howell City Clerk

Protecting Local Government Retirement and Benefits Act Application for Waiver: Defined Benefit Pension Retirement Systems

Issued under authority of Public Act 202 of 2017.

1. LOCAL GOVERNMENT INFORMATION

Local Government Name: CITY OF HOWELL Six-Digit Muni Code: 472020
Defined Benefit Pension System Name: CITY OF HOWELL MERS
Contact Name (Administrative Officer): ERVIN J SUIDA
Title if not Administrative Officer: INTERIM CITY MANAGER
Email: esuida@cityofhowell.org Telephone: (517) 540-3502
Fiscal Year: 6/30/2019

2. GENERAL INFORMATION

Application for Waiver: This Application for Waiver may be filed by any local government with at least one defined benefit pension retirement system that has triggered a preliminary review of underfunded status. In accordance with Public Act 202 of 2017 (the Act), if the State Treasurer determines that the underfunded status is adequately being addressed by the local government, the State Treasurer shall issue a waiver of the determination of underfunded status. If requesting a waiver, you must submit a separate and unique application for each underfunded retirement system as determined by your most recent *Retirement System Annual Report (Form 5572)*.

Due Date: The local government has **45 days from the date of notification** to complete and file the Application for Waiver. Failure to file within 45 days will result in a determination of underfunded status for your local government as defined by the Act, and your local government will be required to submit a corrective action plan to the Municipal Stability Board for approval.

Filing: This Application for Waiver must be approved by the local government's administrative officer and its governing body. **You must provide proof of your governing body approving this Application for Waiver and attach the documentation as a separate PDF document.** Failure to provide documentation that demonstrates approval from your governing body will automatically result in a disapproval of the waiver application.

The completed application must be submitted via email to LocalRetirementReporting@michigan.gov. **If you have multiple underfunded retirement systems, you are required to complete separate applications and send a separate email for each underfunded system.** Please attach each application as a separate PDF document in addition to all applicable supporting documentation.

The subject line of the email(s) should be in the following format: **Waiver-20XX, Local Government Name, Retirement System Name** (e.g. Waiver-2018, City of Lansing, Employees' Retirement System Pension Plan). Treasury will send an automatic reply acknowledging receipt of the email. Your individual email settings must allow for receipt of Treasury's automatic reply. This will be the only notification confirming receipt of the application(s).

Considerations for Waiver: A successful Application for Waiver will demonstrate what your local government **has already done** to adequately address its underfunded status. Prospective solutions will not be granted merit in determining the outcome of the waiver application (e.g. future amendments to collective bargaining agreements, upcoming millage proposals, potential budget changes, etc.). However, Treasury may consider additional ongoing funding dedicated to your retirement system if those commitments have been formally enacted by the governing body and can be documented. Section three of this waiver application allows the local government to enter a brief description of prior

actions that have already been implemented to adequately address its underfunded status. For purposes of Sec. 6.(1) of the Act, this application will also be considered the plan.

Underfunded status for a defined benefit pension system is defined as being less than 60% funded according to the most recent audited financial statements, and, if the local government is a city, village, township, or county, the actuarially determined contribution (ADC) for all of the defined benefit pension retirement systems of the local government is greater than 10% of the local government's annual governmental fund revenues, based on the most recent fiscal year.

General guidelines are listed below to help your local government decide whether to apply for a waiver. Ultimately, waiver approval or disapproval is at the discretion of the State Treasurer; however, waiver applications should generally demonstrate at least one of the following seven criteria. Please check all that apply:

- In general, local governments that were previously granted a waiver should demonstrate improvement in their underfunded status in the subsequent year. Improvement can be measured by an increase in the funded ratio and/or a decrease in the ADC as a percentage of governmental revenue;
- There was a mistake in the filing process and the local government is not actually underfunded;
- Using updated data, such as a more recent actuarial valuation, the local government is not underfunded;
- If a local government fails to calculate an ADC within their audited financial statement and triggers underfunded status, the local government may file a waiver application to Treasury that includes the calculated ADC;
- The local government demonstrates their underfunded status will be addressed within four years;
- The local government is a non-primary government (e.g. road commission, authority, etc.) and demonstrates their ADC for pension is less than 10% of governmental revenues;
- When adding enterprise fund revenues used specifically to pay retirement costs with governmental fund revenues, your ADC as a percentage of combined revenues is below 10%.

3. DESCRIPTION OF PRIOR ACTIONS

Prior actions are separated into three categories below: System Design Changes, Additional Funding, and Other Considerations. Please provide a brief description of the prior actions implemented by the local government to address the retirement system's underfunded status within the appropriate category section. Within each category are sample statements that you may choose to use to indicate the changes to your system that will positively affect your funded status. For retirement systems that have multiple divisions, departments, or plans within the same retirement system, please indicate how these changes impact the retirement system as a whole.

Please indicate where in the attached supporting documentation these changes are described and the impact of those changes (i.e. what has the local government done to improve its underfunded status, and where can we find the proof of these changes in the supporting documentation?).

Note: Please provide the name of the system impacted, the date you made the change, the relevant page number(s) within the supporting documentation, and the resulting change to the system's funded ratio.

Category of Prior Actions:

- System Design Changes** - System design changes may include the following: Lower tier of benefits for new hires, final average compensation limitations, freeze future benefit accruals for active employees in the defined benefit system, defined contribution system for new hires, hybrid system for new hires, bridged multiplier for active employees, etc.

Sample Statement: *The system's multiplier for current employees was lowered from 2.5X to 2X for the **General Employees' Retirement System** on **January 1, 2018**. On page 8 of the attached actuarial supplemental valuation, it shows our funded ratio will be **60%** by fiscal year **2021**.*

Effective July 1, 2013 the City closed all B4 divisions to new hires. New hires after that date are offered a B2 pension benefit reducing the multiplier from 2.5% to 2%. This will reduce growth in the City's pension liability over time. See attachment 7a consisting of the approved Council minutes and confirmation from MERS.

Effective January 1, 2016 all divisions except Division 21 increased their employee contributions. These additional contributions will increase the funding ratio of the plan. See attachment 7b consisting of signed agreements with the union groups and the personnel policy change for the non-union groups. The increase is listed under "Retirement Plan". Employees agreed to continue increasing their contributions. See attachment 7c reflecting the new agreements increasing the contribution from 6% in 2019 to 8% in 2021. These actions will increase the future funding %.

- Additional Funding** – Additional funding may include the following: voluntary contributions above the ADC, bonding, millage increases, restricted funds, etc.

Sample Statement: *The local government provided a lump sum payment of **\$1 million** to the **General Employees' Retirement System** on **January 1, 2018**. This lump sum payment was in addition to the ADC of the system. The additional contribution will increase the retirement system's funded ratio to **61% by 2022**. Please see page **10** of the attached enacted budget, which highlights this contribution of **\$1 million**.*

Starting in October 2017, the City started to make additional voluntary contributions to the plan. In October 2017 the City contributed \$141,676 and \$149,254 in December 2017. In December 2018 the City made an additional contribution of \$203,156. In August 2019 the City requested from MERS the additional amount required to bring the funding percentage to 61%. As the attached document from MERS indicates, the amount would be \$175,724 if made in October 2019. The City chose to increase the additional contribution by 42.27% to \$250,000. This additional \$250,000 will be reflected in our Annual Actuarial Report for 2019 to be received in May 2020. The additional amount will increase our funding percentage. See attachment 5 consisting of MERS invoices and confirmation of payments.

- Other Considerations** – Other considerations may include the following: outdated Form 5572 information, enterprise fund revenue considerations, actuarial assumption changes, amortization policy changes, etc.

Sample Statement: *The information provided on the Form 5572 from the audit used actuarial data from **2016**. Attached is an updated actuarial valuation for **2018** that shows our funded ratio has improved to **62%** as indicated on page **13**.*

Sample Statement: ***\$400,000** of expenditures are directly tied to expenses for retirement obligations from our water and sewer fund. The attached analysis shows that our revenue ratio (ADC / Combined Funds) would only be **9%** when including applicable enterprise fund revenue within the calculation. Additionally, attached are two invoices from MERS showing distributions to our pension fund from the enterprise fund totaling **\$400,000**. As a result, **\$400,000** of our enterprise fund revenues should be combined with our governmental fund revenues to properly demonstrate total available funding.*

Over 25% of our retirement liabilities is attributable to employees within our enterprise divisions, yet we could not include the enterprise revenue as part of our governmental funds. The attached analysis shows the allocation of our pension liability and the result of including our enterprise revenues in the revenue ratio (ADC/Total Governmental Funds) calculation. The revenue ratio would be only 8.06% when including our enterprise funds. See attachment 8a MERS Allocation and a copy of the enterprise funds revenue from the 06/30/2019 audit

4. DOCUMENTATION ATTACHED TO THIS WAIVER APPLICATION

Documentation must be attached as a PDF to this waiver application. The documentation must demonstrate the prior actions that have already been implemented to adequately address the local government's underfunded status. Please ensure this documentation directly supports and highlights the systems funded ratio as entered in section three of the waiver application above. Please check all documents that are included as part of this application and attach in successive order as provided below:

Naming convention: When attaching documents please use the naming convention shown below. If there is more than one document in a specific category that needs to be submitted, include a, b, or c for each document. For example, if you are submitting two supplemental valuations, you would name the first document "Attachment 2a" and the second document "Attachment 2b".

Naming Convention	Type of Document
<input checked="" type="checkbox"/> Attachment – 1	This waiver application (required);
<input checked="" type="checkbox"/> Attachment – 2	Documentation from the governing body approving the waiver application (required);
<input type="checkbox"/> Attachment – 3	Actuarial analysis (annual valuation, supplemental valuation, projection);
<input type="checkbox"/> Attachment – 4	An internally developed study, in accordance with GASB and/or actuarial standards of practice, that projects assets and liabilities into the future;
<input checked="" type="checkbox"/> Attachment – 5	Documentation of additional payments in past years that is not reflected in your audited financial statements (e.g. enacted budget, system provided information);
<input type="checkbox"/> Attachment – 6	Documentation of commitment to additional payments in future years (e.g. resolution, ordinance);
<input checked="" type="checkbox"/> Attachment – 7	A plan that the local government has already approved to address its underfunded status, which includes documentation of prior actions and the positive impact on the system's funded ratio;
<input checked="" type="checkbox"/> Attachment – 8	Enterprise fund revenues: Analysis of retirement costs paid using enterprise fund revenues, as well as applicable financial documents (e.g. proof of payment, invoices from retirement plan, bank transactions, general ledger reimbursement transactions);
<input type="checkbox"/> Attachment – 9	Other documentation, not categorized above.

6. LOCAL GOVERNMENT'S ADMINISTRATIVE OFFICER APPROVAL OF WAIVER APPLICATION

I, ERVIN J SUIDA, as the government's administrative officer (Ex. City/Township Manager, Executive Director, Chief Executive Officer, etc.) **(insert title)** INTERIM CITY MANAGER approve this Application for Waiver. We are requesting a waiver of underfunded status because we have already implemented substantial changes to our retirement system as described above.

I confirm to the best of my knowledge that because of the changes listed above the following statement will occur:

Using the waiver criteria checked in Section 2 of this application, the CITY OF HOWELL - MERS **(Retirement Pension System Name)** will have addressed its underfunded status by fiscal year 2022.

Signature: _____ Date: _____

CITY OF HOWELL
ATTACHMENTS TO FORM 5583 APPLICATION FOR WAIVER
2/11/2020

ATTACHMENT 2

COUNCIL RESOLUTION

**RESOLUTION NO. 20-05
APPLICATION FOR WAIVER
DEFINED BENEFIT PENSION RETIREMENT SYSTEMS
PROTECTING LOCAL GOVERNMENT RETIREMENT AND BENEFITS ACT**

WHEREAS, Public Act 202 of 2017, Protecting Local Government Retirement and Benefits Act, has triggered a preliminary review of underfunded status of the City of Howell Defined Benefit Pension Retirement Systems; and,

WHEREAS, the City of Howell is eligible to file an application for waiver demonstrating the actions taken to address the underfunded status; and,

WHEREAS, the Howell City Council has implemented significant changes to the Defined Benefit Pension Systems incorporating the following measures to reduce the underfunded status:

- 1) All B4 divisions were closed to new hires effective July 1, 2013;
- 2) New B2 divisions were created reducing the benefit multiplier from 2.5% to 2% for new hires;
- 3) Starting in January 2016, employee contributions increased to 5% and will continue to increase to 8% by 2021.
- 4) In addition to required monthly payments, additional voluntary contributions have been made for the past three years for a total of \$744,086.

WHEREAS, over a quarter of the retirement liability is attributable to our Enterprise Funds: and if the revenue from these Funds was included in the calculation of the revenue ratio, the City's revenue ratio would be 8.06%, which is considerably lower than the threshold of 10.0% to trigger underfunded status.

NOW THEREFORE, BE IT RESOLVED, that the Howell City Council hereby supports and approves the application for waiver for Defined Benefit Pension Retirement Systems in accordance with Public Act 202 of 2017, and acknowledges the ongoing responsibility to improve the pension funding status.

Adopted by the Howell City Council February 10, 2020.

Nick Proctor, Mayor

Jane Cartwright, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of Resolution No. 20-05, adopted by the City Council of the City of Howell, Livingston County, Michigan, at a regular meeting held on the 10th day of February 2020 and that the meeting was held and the minutes therefore were filed in compliance with Act No. 267 of the Public Acts of 1976.

IN WITNESS WHEREOF, I have hereto affixed my official signature this 10th day of February, 2020.

BY: Howell City Clerk

CITY OF HOWELL
ATTACHMENTS TO FORM 5583 APPLICATION FOR WAIVER
2/11/2020

ATTACHMENT 5

ADDITIONAL VOLUNTARY MERS CONTRIBUTIONS AND CONFIRMATION

Oct-17	141,676
Dec-17	149,254
Dec-18	203,156
Oct-19	250,000



1134 Municipal Way
Lansing, MI 48917
www.mersofmich.com
800.767.2308 | 517.703.9030

Your Account ▶

City of Howell [Logout]

Confirmation

MERS
1134 Municipal Way
Lansing, MI 48917

Customer Number: 470201

Customer Name: City of Howell

Payment Number: WEBPMT0000062045

Created Date: 10/12/2017

Status: Scheduled

Process Date: 10/18/2017

Amount: \$141,676.00

Paid Invoice List

Invoice #	Amount Applied
00074810-02	\$29,400.00
00074810-04	\$54,252.00
00074810-01	\$26,619.00
00074810-03	\$31,405.00
Total: \$141,676.00	

FORMS BY: KODIC



MERS
1134 Municipal Way
Lansing, MI 48917
www.mersofmich.com

Invoice	00074810-4
Date	10/31/2017
Customer	470201
Due Date	11/20/2017
Page	1 / 1

Bill To:

Catherine Stanislawski
City of Howell
611 E Grand River
Howell, MI 48843

Billing Questions?

Email: servicecenter@mersofmich.com

Phone: 1.800.767.6377

Fax: 517.703.9711

Invoice Details	Division Number	Billing Period	Division Name	MERS Wages Reported Through Defined Benefit Reporting	Employer Contribution Percentage or Flat Amount	Contribution Amount		
						Employer	Employee	Employer Voluntary
00074810-01	47020102	2017-10	Police	\$26,619.00	1.00	\$0.00	\$0.00	\$26,619.00
00074810-02	47020120	2017-10	Chiefs Lts Sgt	\$29,400.00	1.00	\$0.00	\$0.00	\$29,400.00
00074810-03	47020110	2017-10	Gnrl AFSCME	\$31,405.00	1.00	\$0.00	\$0.00	\$31,405.00
00074810-04	47020101	2017-10	Non Union	\$54,252.00	1.00	\$0.00	\$0.00	\$54,252.00
Subtotal:						\$0.00	\$0.00	\$141,676.00
Total								\$141,676.00

Log onto ePayment to pay your invoice.



1134 Municipal Way
Lansing, MI 48917
www.mersofmich.com
800.767.2308 | 517.703.5030

Your Account ▶

City of Howell ([Logout](#))

Confirmation

MERS
1134 Municipal Way
Lansing, MI 48917

Customer Number: 470201

Customer Name: City of Howell

Payment Number: WEBPMT000064016

Created Date: 12/21/2017

Status: Processed

Process Date: 12/21/2017

Amount: \$149,254.00

Transaction Details

Capture Amount: \$149,254.00

Type: ECheck

Card / Account Number: XXXXX1408

Billing Address: Catherine Stanislawski
611 E Grand River
Howell, MI 48843
United States

Status: Approved

Origination ID: 1787382898

Authorization Code: APLS14

Paid Invoice List

Invoice #	Amount Applied
00077113-04	\$30,970.00
00077113-01	\$57,150.00
00077113-02	\$28,044.00
00077113-03	\$33,090.00
Total: \$149,254.00	

POWERED BY MERS



MERS
1134 Municipal Way
Lansing, MI 48917
www.mersofmich.com

Invoice	00077113-4
Date	12/31/2017
Customer	470201
Due Date	1/20/2018
Page	1 / 1

Bill To:

Catherine Stanislowski
City of Howell
611 E Grand River
Howell, MI 48843

Billing Questions?

Email: servicecenter@mersofmich.com

Phone: 1.800.767.6377

Fax: 517.703.9711

Invoice Details	Division Number	Billing Period	Division Name	MERS Wages Reported Through Defined Benefit Reporting	Employer Contribution Percentage or Flat Amount	Contribution Amount		
						Employer	Employee	Employer Voluntary
00077113-01	47020101	2017-12	Non Union	\$57,150.00	1.00	\$0.00	\$0.00	\$57,150.00
00077113-02	47020102	2017-12	Police	\$28,044.00	1.00	\$0.00	\$0.00	\$28,044.00
00077113-03	47020110	2017-12	Gnrl AFSCME	\$33,090.00	1.00	\$0.00	\$0.00	\$33,090.00
00077113-04	47020120	2017-12	Chiefs Lts Sgt	\$30,970.00	1.00	\$0.00	\$0.00	\$30,970.00
Subtotal:						\$0.00	\$0.00	\$149,254.00
Total								\$149,254.00

Log onto ePayment to pay your invoice.



MERS
1134 Municipal Way
Lansing, MI 48917
www.mersofmich.com

Invoice	00089049-4
Date	11/30/2018
Customer	470201
Due Date	12/20/2018
Page	1 / 1

Bill To:

Katherine Stanislawski
City of Howell
11 E Grand River
Howell, MI 48843

Billing Questions?

Email: servicecenter@mersofmich.com

Phone: 1.800.767.6377

Fax: 517.703.9711

Invoice Details	Division Number	Billing Period	Division Name	MERS Wages Reported Through Defined Benefit Reporting	Employer Contribution Percentage or Flat Amount	Contribution Amount		
						Employer	Employee	Employer Voluntary
00089049-01	47020101	2018-11	Non Union	\$48,860.00	1.00	\$0.00	\$0.00	\$48,860.00
00089049-02	47020110	2018-11	Gnrl AFSCME	\$68,114.00	1.00	\$0.00	\$0.00	\$68,114.00
00089049-03	47020120	2018-11	Chiefs Lts Sgt	\$43,052.00	1.00	\$0.00	\$0.00	\$43,052.00
00089049-04	47020102	2018-11	Police	\$43,130.00	1.00	\$0.00	\$0.00	\$43,130.00
Subtotal:						\$0.00	\$0.00	\$203,156.00
Total								\$203,156.00

Log onto ePayment to pay your invoice.

Municipal Employee Retirement System of Michigan
Employer Reporting System

(4702) Howell, City of

RU01

Report Period: November 1, 2018 - November 30, 2018

Voluntary Contributions Report

Submitted On: November 30, 2018

Current Report Summary

Division	Additional Contributions
01 - Non Union	\$48,860.00
02 - Police	\$43,130.00
10 - Gnrl AFSCME	\$68,114.00
12 - Nonunion/Admin/Supr after 7/13	\$0.00
13 - Public Service Union af 7/1/13	\$0.00
20 - Chiefs Lts Sgt	\$43,052.00
21 - Patrol Officers after 7/1/13	\$0.00
22 - Police Commnd Offcrs afr 7/13	\$0.00
Grand Totals:	\$203,156.00

Municipality Funding Level Calculator

Based on the 12/31/2018 Actuarial Valuation

Municipality # (4 digits)

Municipality Name

4702	City of Howell
------	----------------

26,711,932	Total 12/31/2018 Actuarial Accrued Liability
16,113,409	12/31/2018 Baseline Valuation Assets
10,598,523	Unfunded (Overfunded) Actuarial Accrued Liabilities
60.3%	Funding Percentage as of 12/31/2018
61.0%	Proposed Funding Percentage as of 12/31/2018
16,294,279	12/31/2018 Proposed Valuation Assets
Payment needed to Bring Division to 61% Funding by:	
173,551	August 31, 2019
174,634	September 30, 2019
175,724	October 31, 2019
176,820	November 30, 2019
177,923	December 31, 2019
179,034	January 31, 2020
180,151	February 28, 2020
181,275	March 31, 2020
182,406	April 30, 2020
183,544	May 31, 2020

Important Notes:

The lump sums are based on the data and benefit provisions as found in the December 31, 2018 actuarial valuation. If benefit provisions have changed, the actual lump sum may be materially different.

The assumed investment return in 2019 is 7.75%. If the actual investment return is lower, the required lump sum will be higher.

The proposed funding percentage is based on actuarial value of assets which are currently greater than market value assets. Therefore, the lump sum required to be funded at the level above based on market value of assets would be higher.

The MERS Plan Document requires that the requesting division and participating municipality or court be not less than 100% funded at the time a supplemental actuarial valuation is requested; and the MERS Plan Document requires that the funded level be not less than 100% after adoption of the proposed benefit. The above calculations reflect the assets required to achieve 100% funding by the date specified. The governing body may make a cash contribution, or transfer employer assets from a different division, or both, to meet the 100% requirement. The calculations are estimates only, based on the most recent December 31 Annual Actuarial Valuation, and are provided only for purposes of Plan Document compliance. The actual funded percentage may be different than 100%. No estimates will be provided after Dec 31 until the next Annual Actuarial Valuation has been issued by the Actuary.



1134 Municipal Way
Lansing, MI 48917
www.mersofmich.com
560.767.5377

Confirmation

MERS

1134 Municipal Way
Lansing , MI 48917

Customer Number: 470201
Payment Number: WEBPMT0000094379
Customer Name: City of Howell
Created Date: 10/21/2019
Status: Processed
Process Date: 10/21/2019
Amount: \$250,000.00

Transaction Details

Capture Amount: \$250,000.00
Status: Approved
Type: ECheck
Origination ID: 109811
Card / Account Number: XXXXX1408
Authorization Code: AZ4OVP
Billing Address: Catherine Stanislawski
 611 E Grand River
 Howell , MI 48843
 United States

Paid Invoice List

Core Invoice #	Division Number	Division Name	Reporting Period	Invoice #	Amount Applied
00100002-4	02	Police	201910	00100002-03	\$42,725.00
00100002-4	20	Chiefs Lts Sgt	201910	00100002-02	\$59,000.00
00100002-4	01	Non Union	201910	00100002-01	\$104,200.00
Total:					\$250,000.00

Core Invoice #	Division Number	Division Name	Reporting Period	Invoice #	Amount Applied
00100002-4	10	Public Service Union	201910	00100002-04	\$44,075.00
					Total: \$250,000.00

POWERED BY ROBUS



MERS
1134 Municipal Way
Lansing, MI 48917
www.mersofmich.com

Invoice	00100002-4
Date	10/31/2019
Customer	470201
Due Date	11/20/2019
Page	1 / 1

Bill To:

Catherine Stanislawski
City of Howell
611 E Grand River
Howell, MI 48843

Billing Questions?

Email: servicecenter@mersofmich.com

Phone: 1.800.767.6377

Fax: 517.703.9711

Invoice Details	Division Number	Billing Period	Division Name	MERS Wages Reported Through Defined Benefit Reporting	Employer Contribution Percentage or Flat Amount	Contribution Amount		
						Employer	Employee	Employer Voluntary
00100002-01	47020101	2019-10	Non Union	\$104,200.00	1.00	\$0.00	\$0.00	\$104,200.00
00100002-02	47020120	2019-10	Chiefs Lts Sgt	\$59,000.00	1.00	\$0.00	\$0.00	\$59,000.00
00100002-03	47020102	2019-10	Police	\$42,725.00	1.00	\$0.00	\$0.00	\$42,725.00
00100002-04	47020110	2019-10	Public Service Union	\$44,075.00	1.00	\$0.00	\$0.00	\$44,075.00
Subtotal:						\$0.00	\$0.00	\$250,000.00
Total						\$250,000.00		

Log onto ePayment to pay your invoice.

Municipal Employee Retirement System of Michigan
Employer Reporting System

Report Period: October 1, 2019 - October 31, 2019 Submitted On: October 21, 2019	(4702) Howell, City of RU01 Voluntary Contributions Report
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Current Report Summary

Division	Additional Contributions
01 - Non Union	\$104,200.00
02 - Police	\$42,725.00
10 - Public Service Union	\$44,075.00
12 - Nonunion/Admin/Supr after 7/13	\$0.00
13 - Public Service Union af 7/1/13	\$0.00
20 - Chiefs Lts Sgt	\$59,000.00
21 - Patrol Officers after 7/1/13	\$0.00
22 - Police Commnd Offcra aftr 7/13	\$0.00
Grand Totals:	\$250,000.00

CITY OF HOWELL
ATTACHMENTS TO FORM 5583 APPLICATION FOR WAIVER
2/11/2020

ATTACHMENT 7a

DOCUMENTATION OF CLOSURE OF PLANS AND REDUCTION OF
MULTIPLIER FOR NEW HIRES

- COUNCIL MINUTES DATED 8/1/2013 (PG 2 item 13)
- MERS CONFIRMATION DATED 9/17/2013

Regular Meeting of the Howell City Council
Monday August 12, 2013
Howell City Council Chambers – Lower Level
611 E. Grand River
Howell, Michigan 48843
517-546-3502

1. The Regular Meeting of the Howell City Council was called to order by Mayor Phillip Campbell at 7:00 p.m.

Council Members Present: Dawn Cooper, Doug Heins, Jeffrey Hansen, Al Schlittler and Mayor Phillip Campbell.

Council Members Absent: Steven Manor and Scott Niblock.

Also Present: Acting City Manager Brv Suida and City Clerk Jane Cartwright.

Others in Attendance: Police Chief George Basar, Assessor Gladys Niemi, Interim Recreation Director Beth Schrader, Nick Proctor, Sarah Meyers, Kathy Goetsch, Mike Billings.

2. PLEDGE OF ALLEGIANCE

3. APPROVED MINUTES:

MOTION by Schlittler, SUPPORT by Hansen, "To approve the minutes of the regular City Council meeting held July 22, 2013." MOTION CARRIED (5-0).

4. CITIZENS' COMMENTS

- Sarah Meyers, 605 Curzon Ct., stated she was a big supporter of the WALLY commuter rail noting everyday experiences on US-23; WALLY would be the perfect option for young professionals to commute to Ann Arbor and live in Howell.

5. REPORTS – COUNCIL MEMBERS SERVING ON COMMISSIONS

- None.

6. COUNCIL CORRESPONDENCE:

A. Jim Wood, Request to Waive Entrance Fee for Howell City Park. MOTION by Heins, SUPPORT by Schlittler, "To waive the pavilion rental fee for the Class of 1958 Reunion Picnic scheduled for Saturday, August 24, 2013 from 11:30 a.m. until 3:30 p.m." MOTION CARRIED (5-0).

7. DISCUSSED – FIREWORKS ORDINANCE:

A. Ordinance No. 878, Amendment to Chapter 1614. MOTION by Schlittler, SUPPORT by Hansen, "To adopt Ordinance No. 878, amendment to Chapter 1614, Fireworks." Member Heins questioned the text of the proposed ordinance noting that a prior amendment adding "without adult supervision" to Section 1614.03 was not included in the draft. City Clerk Cartwright acknowledged that the text in Section 1614.03 was not the correct language however assured Council that the language in Section 1614.03 was not part of the proposed amendment and correct language "without adult supervision" would remain in effect; only the sections in bold print were part of proposed Ordinance No. 878. Member Heins requested correction to the ordinance prior to adoption. MOTION by Heins, SUPPORT by Cooper, "To postpone action on Ordinance No. 878 until the August 26, 2013 meeting. MOTION CARRIED (5-0).

B. Ordinance No. 879, Amendment to Chapter 202, Municipal Civil Infractions. Clerk Cartwright stated since Ordinance No. 879 was related to Ordinance No. 878, it should also be postponed. MOTION by Hansen, SUPPORT by Schlittler, "To postpone action on Ordinance No. 879 until the August 26, 2013 meeting." MOTION CARRIED (5-0).

8. **INTRODUCED – ORDINANCE NO. 880, 2013 CODIFICATION**
Member Cooper introduced Ordinance No. 880, 2013 Codification.
9. **APPROVED – RESOLUTION NO. 13-11, REVOKE MARELCO IFT CERTIFICATE 2006-159**
MOTION by Heins, SUPPORT by Schlittler, “To adopt Resolution No. 13-11, to revoke Industrial Facilities Tax Certificate #2006-159 issued to Marelco Power Systems Inc.” MOTION CARRIED (5-0).
10. **APPROVED – S2 GRANT FOR WWTP PROJECTS:**
 - A. Design Engineering Services Proposal. Acting City Manager Suida referenced the S2 grant received by the City to fund 90% of the WWTP project plan and indicated in order to retain funding, Phase I improvements must be completed within 3 years. The proposal from HRC is to complete design engineering for Phase I. The City received notice from MDEQ late last week that funds are no longer available for the S2 Grant however the project would qualify for the SAW Grant which would fund 90% with 10% matching funds. The SAW Grant application is due September 30th and will be awarded on a first come, first serve basis. Acting City Manager Suida indicated that if the City moved forward with design engineering, 90% of the cost is eligible for reimbursement. MOTION by Heins, SUPPORT by Hansen, “To accept the proposal from HRC for design services and grant preparation for a budget of not more than \$30,000.” MOTION CARRIED (5-0).
 - B. Resolution No. 13-12 Authorizing S2 Grant Agreement, Phase I WWTP Project Plan. Removed from agenda.
11. **DISCUSSED – LAKEVIEW CEMETERY RULES**
MOTION by Hansen, SUPPORT by Cooper, “To adopt the Lakeview Cemetery Rules dated August 12, 2013 for governing Lakeview Cemetery.” Member Heins questioned Item #9 under General Rules which restricts the use of firearms in the Cemetery and requested a legal opinion if Item #9 was in compliance with state law. Acting City Manager Suida stated that it was a rule not an ordinance and would be superseded by State Law if in conflict. Mayor Campbell questioned what was being changed. Acting City Manager Suida noted that the 1934 rules were based on a commission and titles that don’t exist anymore and the new rules incorporate historical past practices as well as current practices including areas that require flat markers. Member Heins also referenced the provisions for the Perpetual Care Fund and stated the recent borrowing from this fund for property purchase contradicts the rules outlined on page 2. Discussion followed. MOTION by Cooper, SUPPORT by Hansen, “To postpone action on the Lakeview Cemetery Rules until the August 26, 2013 meeting. MOTION CARRIED (5-0).
12. **APPROVED – THIRD PARTY ADMINISTRATOR, CONTRACT FOR SERVICES, DOWNTOWN RENTAL REHABILITATION PROGRAM**
MOTION by Schlittler, SUPPORT by Hansen, “To approve the contract from Revitalize, LLC for Third Party Administrative services for the City of Howell’s Downtown Rental Rehabilitation Program, with all services performed to be compensated through administration/soft cost dollars allowable through the grant and paid by MSHDA, with no additional cost to the City of Howell.” MOTION CARRIED (5-0).
13. **APPROVED – 2013 PERSONNEL POLICY REVISIONS:**
 - A. Personnel Policies Manual. MOTION by Hansen, SUPPORT by Schlittler, “To approve the 2013 City of Howell Personnel Manual.” Member Heins questioned if the proposed policies have been reviewed by legal counsel. Staff will verify. MOTION by Heins, SUPPORT by Cooper, “To postpone action on the 2013 Personnel Policies Manual until the August 26, 2013 meeting. MOTION CARRIED (5-0).

B. Health Care Savings Program. MOTION by Hansen, SUPPORT by Schlittler, "To modify the City of Howell's Retiree Health Care Savings Program requiring participating employees to contribute \$25 per pay period." MOTION CARRIED (5-0).

C. Payment in Lieu of Health Insurance. MOTION by Hansen, SUPPORT by Schlittler, "To set the Payment in Lieu of Health Insurance formula at 50% of the actual premium paid at the end of each full quarter that the employee/retiree opts out of coverage in accordance with the 2013 Personnel Policies Manual." MOTION CARRIED (5-0).

D. MERS Defined Benefit Adoption Agreements, B-2 Level for New Hires:

1) MOTION by Cooper SUPPORT by Schlittler, "To approve the Defined Benefit Adoption Agreement for MERS Benefit level B-2 with a 2% multiplier for all full time employees in Division 01 hired after July 1, 2013." MOTION CARRIED (5-0).

2) MOTION by Cooper SUPPORT by Hansen, "To approve the Defined Benefit Adoption Agreement for MERS Benefit level B-2 with a 2% multiplier for all full time employees in Division 02 hired after July 1, 2013." MOTION CARRIED (5-0).

3) MOTION by Cooper SUPPORT by Hansen, "To approve the Defined Benefit Adoption Agreement for MERS Benefit level B-2 with a 2% multiplier for all full time employees in Division 10 hired after July 1, 2013." MOTION CARRIED (5-0).

4) MOTION by Cooper SUPPORT by Hansen, "To approve the Defined Benefit Adoption Agreement for MERS Benefit level B-2 with a 2% multiplier for all full time employees in Division 20 hired after July 1, 2013." MOTION CARRIED (5-0).

E. Resolution No. 13-13 Establishing the Uniform Transfer Provision. MOTION by Cooper, SUPPORT by Hansen, "To approve Resolution No. 13-13, establishing the Uniform Transfer Provision for full time employees hired before July 1, 2013." MOTION CARRIED (5-0).

14. APPROVED – PAYMENT OF BILLS

MOTION by Schlittler, SUPPORT by Cooper, "To approve payment of bills ending August 12, 2013 in the amount of \$923,531.62 and payroll to cover the period ended August 10, 2013." MOTION CARRIED (5-0).

15. CITY MANAGER'S REPORT

- Form Based Code – Joint Meeting. Meeting will be rescheduled so members of the DDA Board can attend.

16. OLD BUSINESS

- Mayor Campbell questioned if the memorandum from Police Chief Basar regarding Thompson Lake went to the entire City Council. Police Chief Basar answered affirmatively.

17. NEW BUSINESS

- MOTION by Cooper, SUPPORT by Hansen, "To excuse Members Steve Manor & Scott Niblock from the August 12, 2013 meeting. MOTION CARRIED (5-0).

18. EXECUTIVE SESSION – PENDING LITIGATION

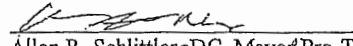
7:38 p.m. MOTION by Hansen, SUPPORT by Schlittler, "To adjourn to executive session to discuss pending litigation with a roll call vote". Schlittler – yes, Cooper – yes, Hansen – yes, Heins – yes, Campbell – yes. MOTION CARRIED (5-0).

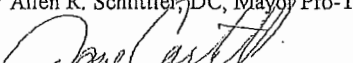
7:45 p.m. MOTION by Hansen, SUPPORT by Heins, "To reconvene the regular meeting." MOTION CARRIED (5-0).

MOTION by Heins, SUPPORT by Hansen, "To approve a settlement in RJ Inn, Inc, v City of Howell, MTT Docket No. 436468 for tax year 2012 as follows: True Cash Value \$1,100,000, Assessed/Taxable Value \$550,000 and authorize the City Attorney to execute the appropriate Stipulation for Entry of Consent Judgment." MOTION CARRIED (5-0).

19. ADJOURN

MOTION by Schlittler, SUPPORT by Hansen, "To adjourn the regular meeting of the City Council at 7:46 p.m. MOTION CARRIED (5-0).


Allen R. Schlittler, DC, Mayor Pro-Tem


Jane Cartwright, City Clerk

Jane Cartwright - City of Howell

From: Dawn Grabinski <dgrabinski@mersofmich.com>
To: JCartwright@ci.howell.mi.us
Date: 9/17/2013 9:31 AM
Subject: City of Howell

Dear Jane:

Divisions #01, 02, 10 and 20 were closed to new hires and re-hires effective July 1, 2013 and divisions #12, 13, 21 and 22 were adopted for new hires and re-hires. You will still need to continue reporting the current active member wages and contributions for divisions #01, 02, 10 and 20 and begin reporting for new divisions #12, 13, 21 and 22 through the Employer Portal. Divisions #01, 02, 10 and 20 will no longer be billed based on a percentage of payroll but will be based on a fixed dollar amount (flat bill) for all future Defined Benefit Reporting Submissions. The flat bill will start with the submission on your next Defined Benefit Report (September 2013 Report).

Closed Division	Effective Date	New Employer Rate	Employee Rate	New Division	Employer Rate	Employee Rate
01	9/1/2013	\$21,981	4.27%	12	5.68%	4.27%
02	9/1/2013	\$11,774	3.68%	21	6.37%	3.68%
10	9/1/2013	\$14,316	4.80%	13	4.95%	4.80%
20	9/1/2013	\$10,474	3.68%	22	5.54%	3.68%

Sincerely,

Dawn Grabinski
 Benefit Plan Coordinator
 Municipal Employees' Retirement System of Michigan
 1134 Municipal Way
 Lansing, Michigan 48917
 Phone (517) 703-9030
 Fax (517) 703-9704
www.mersofmich.com

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DISCLAIMER:

CITY OF HOWELL
ATTACHMENTS TO FORM 5583 APPLICATION FOR WAIVER
2/11/2020

ATTACHMENT 7b

SIGNED AGREEMENTS WITH UNION GROUPS TO INCREASE EMPLOYEE
CONTRIBUTIONS AND AMENDMENT TO PERSONNEL MANUAL
FOR NON-UNION GROUPS - EFFECTIVE **1/1/2016 - 12/31/2018**

Tentative Agreement

City of Howell and Police Officers Association of Michigan

The following tentative agreement is subject to approval by the Howell City Council and ratification by the members of the Police Officers Association of Michigan.

Contract Term: January 1, 2016 – December 31, 2018

Wages: January 1, 2016: 2.5%

January 1, 2017: 2.5%

January 1, 2018: 2.0%

ARTICLE XXIV – LEAVE DAYS & HOLIDAYS

Amend language in paragraph 24.4 to add “only if direct deposit is not provided” regarding advance pay checks when on vacation.

Amend language in paragraph 24.6 to clarify lump sum payment is for holidays occurring between July 5th and December 31st (July 4th holiday is included in the 48 hours of leave time added July 1st.)

ARTICLE XXVII – LIFE INSURANCE

Amend language as follows: The Employer agrees to pay the full premium for life insurance for employees on the date of hire ~~who have four (4) or more months of employment~~ in the amount of Fifty Thousand dollars (\$50,000 or greater as approved by City Council) with double indemnity.

ARTICLE XXVIII – RETIREMENT PLAN

Increase employee contributions for those in B4 program from 3.68% to 4.68% in year 1, and an additional .32% in year 2 for a total of 5%. Add a new paragraph 28.1C stating “The parties agree to meet and negotiate on the B2 funding level prior to 2018.

ARTICLE XXIX – HOSPITAL – MEDICAL INSURANCE

Update language in 29.1 to reflect current plan and deductible; remove the reference to the establishment of a Health Reimbursement Account (HRA). Also add the following, “In the event of significant changes in the health insurance plan, the parties agree to meet and negotiate the potential changes prior to the 2018 plan year.

Update language in 29.2, Health Savings Account (HSA); increase employee contributions to Health Savings Account to \$1,000/single & \$2,000/two-person or family coverage, and add language to reflect current City practice of funding the additional deposits in HSA account to meet \$3,000/\$6,000 deductible if needed.

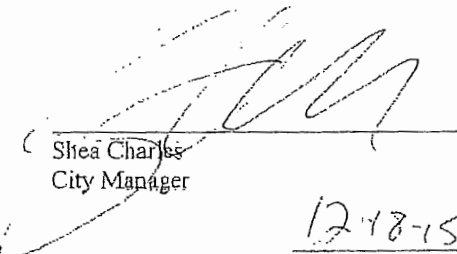
Update language in 29.5, Hospitalization for Retirees, to reflect transition to Priority Health and update language to reflect current practices. Add vesting schedule for Retiree Health Care Savings Program (October 2013 LOU).

ARTICLE XXXIV- CLOTHING ALLOWANCE/ & FTO TRAINING COMPENSATION


Change allowance for Investigator/Detective, Lawnet, School Resource Officer from \$600 to \$650 per year paid as taxable income. Add payment schedule for FTO Training; one hour pay at time and one half (1.5) for each DOR, paid under the same schedule as all other overtime paid (per pay period).

MOU REGARDING HOLIDAYS

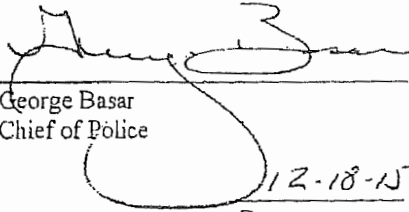
The parties agree to meet and discuss a MOU on what constitutes a holiday.


Shea Charles
City Manager

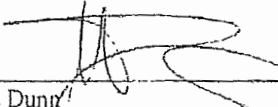
12-18-15
Date


Don Banfield
POAM President

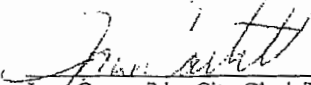
12-18-15
Date


George Basar
Chief of Police

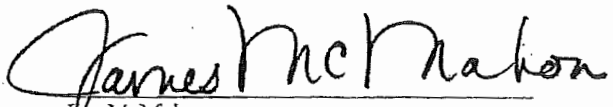
12-18-15
Date


Mike Dunn
POAM Vice President *SECRETARY*

12/12/15
Date


Jane Cartwright, City Clerk/HR Director

12/18/15
Date


Jim McMahon
POAM Business Agent

12-18-15
Date

Tentative Agreement

City of Howell and Command Officers Association of Michigan

The following tentative agreement is subject to approval by the Howell City Council and ratification by the members of the Police Officers Association of Michigan.

Contract Term: January 1, 2016 – December 31, 2018

Wages:	January 1, 2016:	\$67,392.00/annual salary
	January 1, 2017:	\$69,388.80/annual salary
	January 1, 2018:	\$71,115.20/annual salary

ARTICLE XXIII– LEAVE DAYS & HOLIDAYS

Amend language in paragraph 23.4 to add “only if direct deposit is not provided” regarding advance pay checks when on vacation.

ARTICLE XXVI – LIFE INSURANCE

Amend language as follows: The Employer agrees to pay the full premium for life insurance for employees **on the date of hire who have four (4) or more months or employment** in the amount of Fifty Thousand dollars (\$50,000 or greater as approved by City Council) with double indemnity.

ARTICLE XXVII – RETIREMENT PLAN

Increase employee contributions for those in B4 program from 3.68% to 4.68% in year 1, and an additional .32% in year 2 for a total of 5%. Add a new paragraph 27.2 stating “The parties agree to meet and negotiate on **potential additional funding to the B2 Plan by B2 funding-level employees** prior to 2018.

ARTICLE XXVIII – HOSPITAL – MEDICAL INSURANCE

Update language in 28.1 to reflect current plan and deductible. Also add the following, “In the event of significant changes in the health insurance plan, the parties agree to meet and negotiate the potential changes prior to the 2018 plan year.

Update language in 28.1, Health Savings Account (HSA); increase employee contributions to Health Savings Account to \$1,000/single & \$2,000/two-person or family coverage.

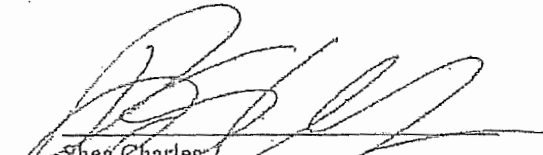
Update language in 28.3, Hospitalization for Retirees, to reflect transition to Priority Health ~~and update language to reflect current practices.~~

ARTICLE XXXII- CELLULAR TELEPHONE ALLOWANCE

Amend paragraph 32.3 as follows: "The sergeants will be paid \$4.00 a day per calendar year for carrying the cellular telephone provided under this agreement. The sum of \$730.00 shall be paid to each sergeant with the 1st pay in January and the 1st pay in July of each calendar year under this agreement." paid as taxable income.


MOU REGARDING HOLIDAYS

~~The parties agree to meet and discuss a MOU on what constitutes a holiday.~~



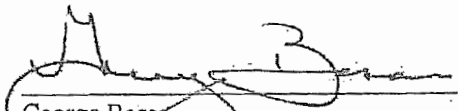
Shea Charles
City Manager

12-18-15
Date



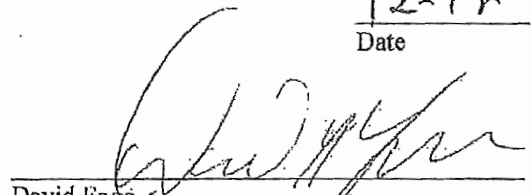
Matt Kelleher
COAM President

12-18-15
Date



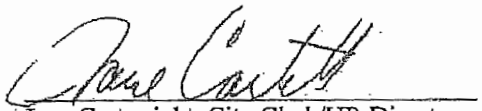
George Basar
Chief of Police

12-22-15
Date




David Fogó
Vice-President

12-27-15
Date



Jane Cartwright, City Clerk/HR Director

12/22/15
Date



Mark Zacks
COAM Business Agent

1/8/2016
Date

Tentative Agreement

City of Howell and Technical Professional Officeworkers Association of Michigan

The following tentative agreement is subject to approval by the Howell City Council and ratification by the members of the Technical Professional Officeworkers Association of Michigan, Group A.

Contract Term: January 1, 2016 – December 31, 2018

Wages:	January 1, 2016:	2.5%
	January 1, 2017:	2.5%
	January 1, 2018:	2.0%

ARTICLE I – RECOGNITION

Add Parks & Cemetery Working Supervisor (March 2014 LOU) and IT Director (February 2014 LOU).

ARTICLES IV, V & VI – UNION SECURITY, DUES & SERVICE FEES

Correct language to reflect employee options under Right to Work legislation.

ARTICLE V & VII – DUES CHECK-OFF & REMITTANCE

In paragraph 5.3 & 7.2, correct dues paid to TPOAM instead of designated officer.

ARTICLE XIX – LEAVES OF ABSENCE

In last paragraph of Section 19.1, correct reference to Article XXVI Short & Long Term Disability Benefits to Article XX.

ARTICLE XXI – SAFETY EQUIPMENT

Change allowance from \$200 annually (reimbursed with paid receipt) to \$300 paid as taxable income. Effective January 1, 2016, increased payment will reflect difference between what was spent July 1, 2015 through December 31, 2015. Effective July 1, 2016 increased payment will be made no later than the 2nd pay in July.

ARTICLE XXIX – PAID TIME-OFF

In paragraph 29.5, change end of fiscal year (June 30th) to employee's anniversary date for carry-over of leave time.

ARTICLE XXXIII – LIFE INSURANCE

Change effective date of life insurance coverage from 4 months of employment to date of hire.

ARTICLE XXXIV – RETIREMENT PLAN

Add, "Employees hired after July 1, 2012 will be covered by the B-2 Program with all other riders and contributions remaining the same. Employees who are transferred or promoted out of the unit will retain the current retirement benefit level. Also increase employee contributions from the current rate of 4.27% by .37% in Year 2, and .36% in Year 3 for a total of 5%.

ARTICLE XXXV – HOSPITAL-MEDICAL COVERAGE

Update language in paragraph 35.1 to reflect current plan and deductible; remove Health Reimbursement Account (HRA) for active employees. Incorporate language for establishment of Health Savings Account (HSA) to fund the deductible and outline up front City & employee contributions (\$1,000/single & \$2,000/two-person or family coverage), as well as the funding of additional deposits in HSA account to meet \$3,000/\$6,000 deductible if needed.

Also add the following, "In the event of significant changes in the health insurance plan, the parties agree to meet and negotiate the potential changes prior to the 2018 plan year.

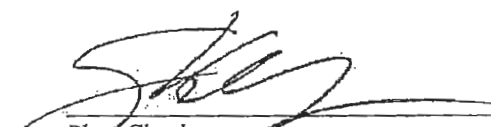
Update language in 35.3, Hospitalization for Retirees, to reflect transition to Priority Health and update language to reflect current practices. Add new paragraph to incorporate Retiree Health Care Savings Program and vesting schedule for employees hired after 1/1/2010 (October 2013 LOU).

ARTICLE XXXIX – TERMINATION OF AGREEMENT

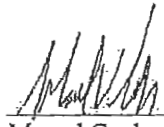
Insert new contract period dates.

MOU REGARDING IT DIRECTOR

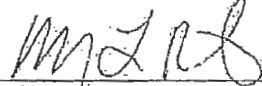
The parties agree to meet and resolve any potential wage adjustment in an MOU regarding the IT Director no later than February 29, 2016.



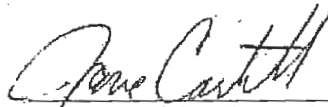
Shea Charles
City Manager
Date 12-21-2015



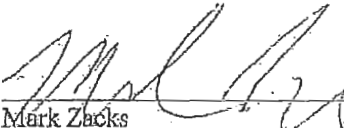
Marcel Goch
TPOAM Group A President
Date 12-22-15



Mike Pitera
TPOAM Group A Board
Date 12-22-2015



Jane Cartwright, City Clerk/HR Director
Date 12/21/15



Mark Zacks
TPOAM Business Agent
Date 12/25/2015

Tentative Agreement

City of Howell and Technical Professional Officeworkers Association of Michigan

The following tentative agreement is subject to approval by the Howell City Council and ratification by the members of the Technical Professional Officeworkers Association of Michigan.

Contract Term: January 1, 2016 – December 31, 2018

Wages: January 1, 2016: 2.5%
January 1, 2017: 2.5%
January 1, 2018: 2.0%

ARTICLES VI, VII & VIII – UNION SECURITY, DUES & SERVICE FEES

Correct language to reflect employee options under Right to Work legislation.

ARTICLE VII – DUES CHECK-OFF

In paragraph 7.4, remove “Secretary-Treasurer” to read “The amount deducted shall be paid to the TPOAM”.

ARTICLE XVI – PROBATIONARY EMPLOYEES

Change the term of seasonal employment from 5 months to 120 days to conform to the 2013 Personnel Policies Manual.

ARTICLE XXII – SICK LEAVE & DISABILITY

Modify Current Section 22.1 to reflect 2013 Personnel Policies Manual.

ARTICLE XXIV – HOURS OF WORK

In paragraph 24.1 & 24.6, correct fraction for one-half from (2) to (1/2). In paragraph 24.4, remove word “coffee” as it relates to 15 minute break.

ARTICLE XXVII – HOLIDAYS

Add language from the October 10, 2014 MOU in current section 27.2 as follows:

On occasion a member of the bargaining unit may not be able to work on the day prior and/or after the holiday due to unforeseen circumstances and/or emergencies. Therefore the parties agree that any member of the bargaining unit may request that the City Manager review the reason(s) why the member did not comply with this section in consideration of granting holiday pay. The City Manager shall have the exclusive authority to review these requests on a case by case basis and grant or deny any member request without challenges from the Union. Furthermore, the City Manager’s decision is final, non-precedent setting and not subject to the Grievance procedure.

Remove Section 27.6 in its entirety (WTP scheduling of holidays).

ARTICLE XXIX – LIFE INSURANCE

Change \$30,000 to \$50,000 in accordance with the current policy.

ARTICLE XXX – MEDICAL, DENTAL & VISION COVERAGE

Update language in 30.1 & 30.3 to reflect current plan and deductible; and remove Health Reimbursement Account (HRA) for Active employees.

Update contributions to the Health Savings Account; increase employee contributions to HSA to \$1,000/single & \$2,000/two-person or family coverage; and add language to reflect current City practice of funding the additional deposits in HSA account to meet \$3,000/\$6,000 deductible if needed. Also add the following, "In the event of significant changes in the health insurance plan, the parties agree to meet and negotiate the potential changes prior to the 2018 plan year.

Update language in 30.5, Hospitalization for Retirees, to reflect transition to Priority Health and update language to reflect current practices. Add vesting schedule for Retiree Health Care Savings Program (October 2013 LOU).

ARTICLE XXXI – RETIREMENT PLAN

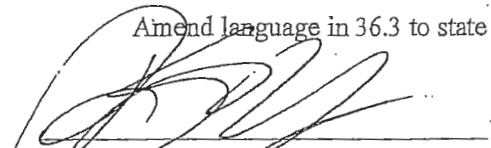
Increase employee contributions for B4 program from 4.8% to 5% in Year 2.

ARTICLE XXXII- SHOE & WINTER CLOTHING ALLOWANCE

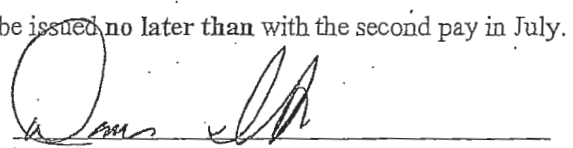
Change allowance from \$200 (reimbursed with paid receipt) to \$300 per year paid as taxable income. Effective January 1, 2016, increased payment will reflect difference between what was spent July 1, 2015 through December 31, 2015. Effective July 1, 2016 increased payment will be made no later than the 2nd pay in July.

ARTICLE XXXVI - LICENSE INCENTIVE

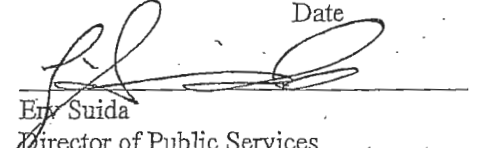
Amend language in 36.3 to state Premium will be issued no later than with the second pay in July.



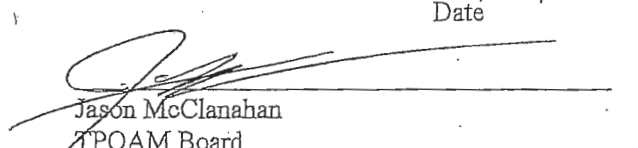
Shea Charles
City Manager
Date 12-17-15



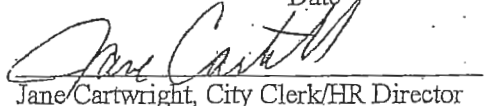
Dan Iles
TPOAM President
Date 12/17/15



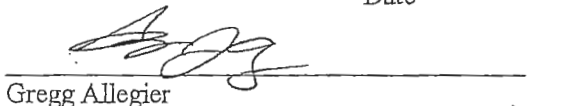
Erin Suida
Director of Public Services
Date 12/17/15



Jason McClanahan
TPOAM Board
Date 12-17-15



Jane Cartwright, City Clerk/HR Director
Date 12/17/15



Gregg Allegier
TPOAM Business Agent
Date 12-18-15

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: SHEA CHARLES, CITY MANAGER
DATE: DECEMBER 17, 2015
RE: UPDATE TO PERSONNEL POLICIES MANUAL

Attached is a proposed update to the City's Personnel Policies Manual incorporating three changes to benefits for the non-union employees effective January 1, 2016:

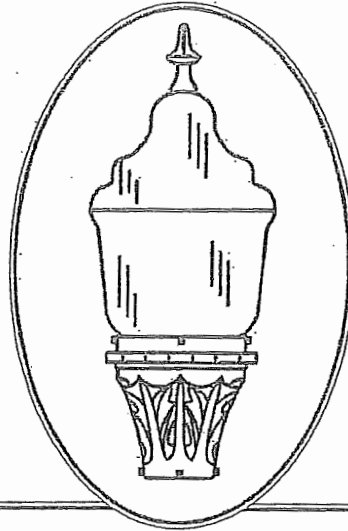
- 1) Health Insurance – change in medical coverage from Blue Cross to Priority Health PPO Medical Program.
- 2) Health Savings Account Contributions – amend City and Employee funding levels for (HSA) accounts.
- 3) Pension Contributions – Amend employee contributions to the pension system from 4.27% to 5% phased in over a 3 year period.

ACTION REQUESTED:

A motion to adopt amendments to the 2013 Personnel Policies Manual as presented regarding Health Insurance, HSA contributions, and employee Pension contributions, effective January 1, 2016.



Shea Charles
City Manager



HOWELL
MICHIGAN

2013
PERSONNEL POLICIES MANUAL

Adopted September 23, 2013
Amended October 14, 2013
Amended December 21, 2015

Pension Plan

Full-time employees are entitled to retirement benefits under Benefit Plan B-4 of the Michigan Employees' Retirement System (MERS), as approved by resolution of the City Council. Full-time employees in the MERS classification of Administration/Non-Union Personnel are required to make a pre-tax contribution of 4.27% of pay. **Starting January 1, 2017, the pre-tax contribution will increase to 4.64% of pay, and starting January 1, 2018, the pre-tax contribution will increase to 5% of pay.**

Full-time employees hired on or after July 1, 2012 will be covered under Benefit Plan B-2 of the Michigan Employees' Retirement System (MERS) and will be required to make a pre-tax contribution of 4.27% of pay. **Starting January 1, 2017, the pre-tax contribution will increase to 4.64% of pay, and starting January 1, 2018, the pre-tax contribution will increase to 5% of pay.**

Social Security

Employees of the City of Howell are covered by Social Security, a Federally administered plan for supplemental old age pensions and survivor's insurance. A percentage deduction is made from the employee's wages according to the Social Security schedule. Questions concerning Social Security should be directed to any Social Security office.

Part-time, temporary, and seasonal employees may be covered under a FICA Alternative Retirement Plan instead of Social Security. The FICA Alternative Plan shall be administered through ICMA-RC with the City contributing 1.2% of base wages into the plan and with a mandatory employee pre-tax contribution of 4.6%. A copy of the plan shall be provided to the employee.

Safety Equipment

A shoe and winter clothing allowance, in the maximum amount set by City Council, shall be provided to covered employees each fiscal year, in accordance with the following provisions:

- The employee must have six (6) months of service with the City of Howell.
- Shoes or boots purchased with the allowance must protect ankles and must comply with OSHA requirements.
- Covered employees shall purchase shoes or boots and will be reimbursed upon furnishing the City with the paid invoice.

CITY OF HOWELL
ATTACHMENTS TO FORM 5583 APPLICATION FOR WAIVER
2/11/2020

ATTACHMENT 7C

SIGNED AGREEMENTS WITH UNION GROUPS TO INCREASE EMPLOYEE
CONTRIBUTIONS AND AMENDMENT TO PERSONNEL MANUAL
FOR NON-UNION GROUPS - EFFECTIVE **1/1/2019 - 12/31/2021**

AGREEMENT

BETWEEN

CITY OF HOWELL

AND

HOWELL ADMINISTRATIVE EMPLOYEES ASSOCIATION

Supervisors Unit

GROUP A

Effective January 1, 2019 through December 31, 2022

In order to be considered for approval, employees must notify the Department Head, City Manager and Human Resource Director of their intent to utilize the education assistance benefit by March 1st of each year for courses to be taken during the next fiscal year beginning July 1st. Approval of courses shall be made by the City Manager prior to registration for courses by the employee. For approval, courses must be related to the employee's job. To be reimbursed, the employee must receive a grade of 2.0 or better.

Employees receiving educational assistance will be required to remain in the employ of the City of Howell for at least two (2) years from the conclusion of the course work. Should an employee voluntarily terminate his/her employment prior to meeting the two year requirement, that employee will be required to reimburse the City for all educational reimbursements made for that course work. No reimbursement shall be required for training classes, seminars, and conferences attended at the direction of the City.

ARTICLE XXX
LIFE INSURANCE


30.1: The Employer agrees to pay the full premium for life insurance for full-time employees on the date of hire in the amount of Fifty Thousand dollars (\$50,000 or greater as approved by City Council) with double indemnity.

ARTICLE XXXI
RETIREMENT PLAN

31.1: The MERS Retirement Plan B-4, FAC-3, F55-15 will be provided to all regular full-time employees. Employees shall make a 4.27% contribution of gross wages to the plan. Employees will increase contributions from the current rate of 4.27% by .37% effective January 1, 2017, and an additional .36% effective January 1, 2018 for a total of 5%. Effective February 3, 2019 employees in the B-4 Program will increase their contributions from 5% to 6%, effective January 1, 2020 employees will increase their contributions to 7%, and effective January 1, 2021 employees will increase their contributions to 8%.


Employees hired after July 1, 2013 will be covered by the B-2 Program with all other riders and contributions remaining the same. Employees who are transferred or promoted out of the unit will retain the current retirement benefit level. All contributions will be deducted from gross pay prior to taxes.

TECHNICAL, PROFESSIONAL
OFFICEWORKERS ASSOCIATION
OF MICHIGAN:



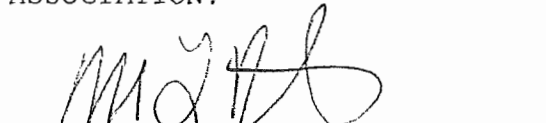
Susan Brockmann
Business Agent

CITY OF HOWELL:

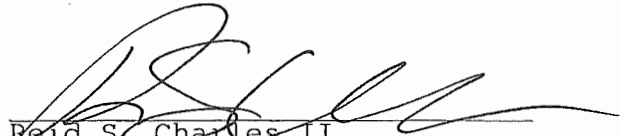


Nick Proctor, Mayor

HOWELL PUBLIC EMPLOYEES
ASSOCIATION:



Mike Pitera, President



Reid S. Charles II,
City Manager



Jane Cartwright,
City Clerk/HR Director

AGREEMENT
BETWEEN
CITY OF HOWELL
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective January 1, 2019 through December 31, 2022

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Employees receiving educational assistance will be required to remain in the employ of the City of Howell for at least two (2) years from the conclusion of the course work. Should an employee voluntarily terminate his/her employment prior to meeting the two year requirement, that employee will be required to reimburse the City for all educational reimbursements made for that course work. No reimbursement shall be required for training classes, seminars, and conferences attended at the direction of the City.

ARTICLE XXV
LIFE INSURANCE

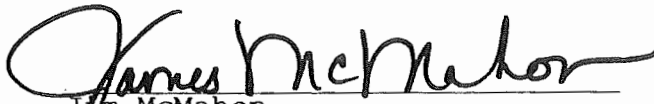
25.1: The Employer agrees to pay the full premium for life insurance for employees on the date of hire in the amount of Fifty Thousand dollars (\$50,000 or greater as approved by City Council) with double indemnity.

ARTICLE XXVI
RETIREMENT PLAN

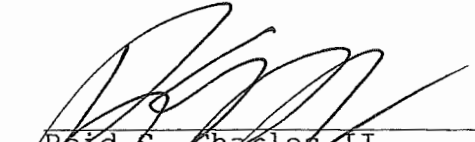
26.1: All employees shall be covered by the Michigan Employees Retirement System Retirement Plan. Employees will be covered by the B-4 program with the F-55 waiver at 25 years of service, FAC-3 and the D-2 disability provision. Said plan will be provided to all employees with the following employee contribution of 2.68.

- A. Effective June 30, 2006 employees can retire with 25 years of service and will increase their contribution 1% to 3.68%. Effective January 1, 2016 employees in the B4 Program will increase their contributions by 1% to 4.68%; and an additional .32% effective January 1, 2017 for a total of 5%. Effective February 3, 2019 employees in the B4 Program will increase their contributions from 5% to 6%, effective January 1, 2020 employees will increase their contributions to 7%, and effective January 1, 2021 employees will increase their contributions to 8%.
- B. Employees hired after July 1, 2012 will be covered by the B-2 Program with all other riders and contributions remaining the same. Effective February 3, 2019 employees in the B2 Program will increase their contributions from 3.68% to 4.63%, effective January 1, 2020 employees will increase their contributions to 5.60%, effective January 1, 2021 employees will increase their contributions to 6.54, and effective January 1, 2022 employees will increase their contributions to 7.5%

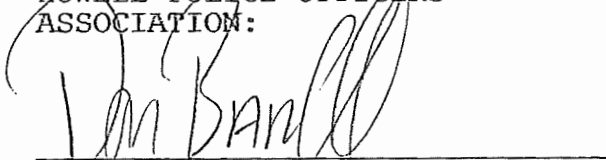
POLICE OFFICERS ASSOCIATION
OF MICHIGAN:


Jim McMahon
Business Agent


CITY OF HOWELL:

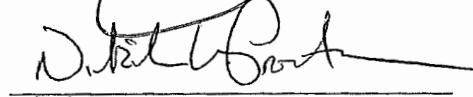

Reid S. Charles II
City Manager

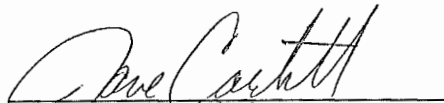
HOWELL POLICE OFFICERS
ASSOCIATION:


Donald Banfield
President


George Basar
Chief of Police


Derek Burke
Vice-President


Nick Proctor
Mayor of Howell


Jane Cartwright
Howell City Clerk/HR Director

LABOR AGREEMENT
BETWEEN
TECHNICAL PROFESSIONAL OFFICeworkERS ASSOCIATION OF MICHIGAN
AND
CITY OF HOWELL
FROM
JANUARY 1, 2019
TO
DECEMBER 31, 2022

Employees participating in the retiree Health Care Savings Program will have the following vesting schedule:

<u>Years of Service</u>	<u>Percentage Vested</u>
1	25%
2	50%
3	75%
4	100%

28.6: An Employee can voluntarily opt out of the City's medical plan if their spouse has a comparable plan. The City will pay a lump sum amount no less than \$1,500 or an amount set by City Council for all other city employees whichever is greater. Payment of the lump sum will be in the manner set by City Council. Prorated payments for partial years will not be made. If an employee opts out of the plan he will be required to sign the City's form stating as such. However, in no event will the employee be without medical coverage. If an employee has medical coverage through his spouse's plan and the spouse loses coverage, the City will enroll the employee in the City's Medical plan. But the employee must give the City sixty (60) days notice, so the City can make arrangements to add the employee (and family). If a retiree is covered under his spouse's medical plan and coverage ceases, the City will enroll the retiree in the City's medical plan in accordance with the above eligibility schedule.

28.7: Any insurance improvements extended to employees of the City shall automatically be extended to employees of this Bargaining Unit.

28.8: The employer shall have the right to institute comparable coverage with another provider. If the employer changes insurance carriers, TPOAM will be afforded prior notice and a reasonable opportunity to provide input and to discuss insurance alternatives.

ARTICLE XXIX
RETIREMENT PLAN

29.1: The MERS Retirement Plan B-4, FAC-3, F55-15 will be provided to all regular full-time employees. Employees shall make a 5% contribution of gross wages to the plan starting January 1, 2017. TPOAM-B members merging into the TPOAM Contract will increase contributions from the current rate of 4.27% by .37% starting January 1, 2017, and another .36% starting January 1, 2018 for a total of 5%. Effective February 3, 2019 all employees in the B-4 & B-2 Program will increase their contributions from 5% to 6%, effective January 1, 2020 employees will increase their

contributions to 7%, and effective January 1, 2021 employees will increase their contributions to 8%.

All contributions will be deducted from gross pay prior to taxes. Employees hired after July 1, 2013 will be covered by the B-2 Program with all other riders and contributions remaining the same. Employees who are transferred or promoted out of the unit will retain the current retirement benefit level.

ARTICLE XXX
SHOE AND WINTER CLOTHING ALLOWANCE

30.1: A shoe and winter clothing allowance in the maximum amount of four hundred (\$400.00) will be paid as taxable income effective July 1, 2019 with payment no later than the 2nd pay in July of each year under the following conditions:

- A. Employee must have six (6) months seniority;
- B. Shoes must protect ankles;
- C. Employee will purchase shoes;
- D. Employee will be responsible for the care and maintenance of such shoes and they must be worn at all times in the course of work.
- E. Employee will purchase suitable winter clothing work items (such as, coats, coveralls, carharts, bibs etc.)
- F. To eliminate questions about the acceptability of a specific item, it is recommended that the employee clear the proposed purchase with the Director of Public Services or their designee prior to purchasing the item.

Article XXX does not apply to TPOAM-B members merging into the TPOAM Contract.

ARTICLE XXXI
SEPARABILITY


31.1: This Agreement is subject to the laws of the State of Michigan and City Charter and, in the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible continue in full force and effect.

31.2: If any article or section of this Agreement, or if any riders thereto, should be held invalid by operation of law or by a

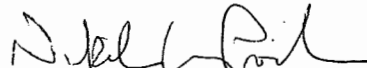
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the 15th day of May, 2019, at Howell, Michigan.

TECHNICAL, PROFESSIONAL AND
OFFICEWORKERS ASSOCIATION
OF MICHIGAN


CITY OF HOWELL



Gregg Allgeier
Business Agent



Nick Proctor
Mayor



Dan Iles
President



Jane Cartwright
City Clerk/HR Director



Karen Vince
Vice-President



Reid S. Charles II
City Manager

AGREEMENT

BETWEEN

CITY OF HOWELL

AND

HOWELL COMMAND OFFICERS ASSOCIATION

Effective January 1, 2019 through December 31, 2022

reimburse the City for all educational reimbursements made for that course work. No reimbursement shall be required for training classes, seminars, and conferences attended at the direction of the City.

ARTICLE XXIV
LIFE INSURANCE

24.1: The Employer agrees to pay the full premium for life insurance for employees on the date of hire in the amount of Fifty Thousand dollars (\$50,000 or greater as approved by City Council) with double indemnity.

ARTICLE XXV
RETIREMENT PLAN

25.1: All employees shall be covered by the Michigan Employees Retirement System Retirement Plan. Employees will be covered by the B-4 program with the F-55 waiver at 25 years of service, FAC-3 and the D-2 disability provision. Said plan will be provided to all employees with an employee contribution of 3.68%. Employees can retire with 25 years of service. Effective January 1, 2016, employees in the B4 Program will increase their contributions by 1% to 4.68%; and an additional .32% on January 1, 2017 for a total of 5%. Effective February 3, 2019 employees in the B-4 Program will increase their contributions from 5% to 6%, effective January 1, 2020 employees will increase their contributions to 7%, and effective January 1, 2021 employees will increase their contributions to 8%.

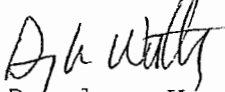
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Employees who are transferred or promoted out of the unit will retain the current retirement benefit level.

ARTICLE XXVI
HOSPITAL-MEDICAL COVERAGE

26.1: Effective January 1, 2019, the City of Howell will provide the Simply Blue PPO High Deductible Plan with a \$3,000 Single and \$6,000 two-person/family deductible and a \$10/\$40/\$80 prescription co-pay after the annual deductible has been met; or the Blue Care Network HMO Plan with a \$1,350 single or \$2,700 two-person/family deductible with a 80%/20% coinsurance after the annual deductible has been met, and \$4/\$15/\$40/\$80/20%(\$200 max)/20%(\$300max)prescription co-pay after the annual deductible

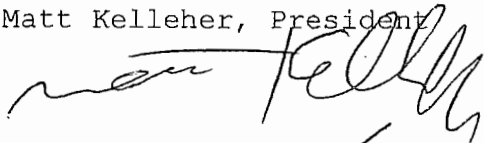
POLICE OFFICERS ASSOCIATION
OF MICHIGAN:



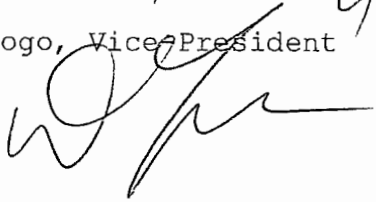
Douglas Wortley
Business Agent

HOWELL COMMAND OFFICERS
ASSOCIATION:

Matt Kelleher, President



Dave Fogo, Vice President



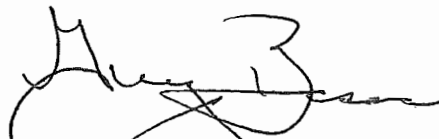
CITY OF HOWELL:



Nick Proctor
Mayor



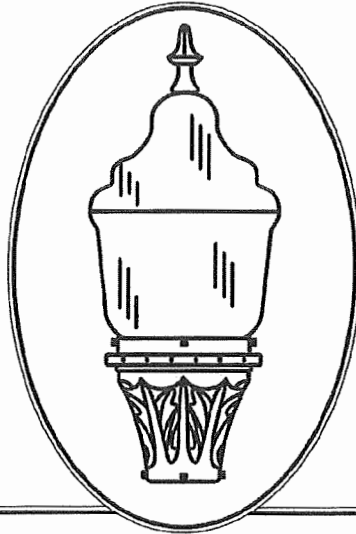
Jane Cartwright
City Clerk/HR Director



George Basar
Chief of Police



Reid S. Charles II,
City Manager



**HOWELL
MICHIGAN**

**2013
PERSONNEL POLICIES MANUAL**

Adopted September 23, 2013
Amended October 14, 2013
Amended December 21, 2015
Amended July 11, 2016
Amended November 21, 2016
Amended January 22, 2018
Amended February 11, 2019

the formula or eliminate the payment in lieu of health insurance based upon the City's financial condition.

Life Insurance

Full-time employees who have completed the probationary/orientation period shall receive an employer paid term life insurance policy in the amount of \$50,000. The policy shall contain an accidental death and dismemberment (AD & D) provision that would serve to double the insurance payout under certain circumstances in accordance with the terms and conditions of the policy. A copy of the life insurance policy will be provided to each covered employee.

Pension Plan

Full-time employees are entitled to retirement benefits under Benefit Plan B-4 of the Michigan Employees' Retirement System (MERS), as approved by resolution of the City Council. Full-time employees in the MERS classification of Administration/Non-Union Personnel are required to make a pre-tax contribution of 4.27% of pay. Starting January 1, 2017, the pre-tax contribution will increase to 4.64% of pay, and starting January 1, 2018, the pre-tax contribution will increase to 5% of pay.

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Social Security

Employees of the City of Howell are covered by Social Security, a Federally administered plan for supplemental old age pensions and survivor's insurance. A percentage deduction is made from the employee's wages according to the Social Security schedule. Questions concerning Social Security should be directed to any Social Security office.

Part-time, temporary, and seasonal employees may be covered under a FICA Alternative Retirement Plan instead of Social Security. The FICA Alternative Plan shall be administered through ICMA-RC with the City contributing 1.2% of base wages into the plan and with a mandatory employee pre-tax contribution of 4.6%. A copy of the plan shall be provided to the employee.

CITY OF HOWELL
ATTACHMENTS TO FORM 5583 APPLICATION FOR WAIVER
2/11/2020

ATTACHMENT 8

ENTERPRISE FUND REVENUES
COPY OF CALCULATION OF REVENUE RATIO
INCLUDING ENTERPRISE FUNDS

CITY OF HOWELL, MICHIGAN

Statement of Revenues, Expenses, and Changes in Fund Net Position

Proprietary Funds

For the Year Ended June 30, 2019

	Business-type Activities - Enterprise Funds			Governmental Activities
	Water Supply System	Sewage Disposal System	Total	Internal Service Funds
Operating revenues				
Charges for services	\$ 2,276,698	\$ 2,345,569	\$ 4,622,267	\$ 883,027
Other	41,319	33,144	74,463	129,118
Total operating revenues	<u>2,318,017</u>	<u>2,378,713</u>	<u>4,696,730</u>	<u>1,012,145</u>
Operating expenses				
Personnel services	900,221	900,865	1,801,086	348,689
Materials and supplies	220,992	132,721	353,713	138,864
Contractual	169,277	529,529	698,806	12,337
Insurance	18,628	24,837	43,465	37,252
Maintenance	103,307	152,353	255,660	48,108
Other expense	228,069	208,484	436,553	47,208
Depreciation	507,735	704,473	1,212,208	251,071
Total operating expenses	<u>2,148,229</u>	<u>2,653,262</u>	<u>4,801,491</u>	<u>883,529</u>
Operating income (loss)	<u>169,788</u>	<u>(274,549)</u>	<u>(104,761)</u>	<u>128,616</u>
Nonoperating revenues (expenses)				
Investment earnings	12,119	28,137	40,256	11,873
Intergovernmental subsidies <i>SMW</i>	-	389,318	389,318	-
Interest expense	(124,007)	(79,949)	(203,956)	(11,425)
Total nonoperating revenues (expenses)	<u>(111,888)</u>	<u>337,506</u>	<u>225,618</u>	<u>448</u>
Income before contributions and transfers	57,900	62,957	120,857	129,064
Capital contributions	128,220	128,220	256,440	-
Transfers in	-	-	-	62,258
Transfers out	(10,895)	(12,294)	(23,189)	(14,392)
Change in net position	<u>175,225</u>	<u>178,883</u>	<u>354,108</u>	<u>176,930</u>
Net position, beginning of year	<u>12,107,136</u>	<u>15,346,608</u>		<u>2,197,776</u>
Net position, end of year	<u>\$ 12,282,361</u>	<u>\$ 15,525,491</u>		<u>\$ 2,374,706</u>
Net operating income from internal service funds attributed to business-type activities			<u>33,983</u>	
Change in net position of business-type activities			<u>\$ 388,091</u>	

The accompanying notes are an integral part of these financial statements.

CITY OF HOWELL

2/11/2020

NAME	AMOUNT	DESCRIPTION
H S A	\$ -	
M E R S	\$ 74,697.85	employers share
TOTAL	<u>\$ 74,697.85</u>	
BALANCE FORWARD	<u>\$691,882.09</u>	*****
TOTAL	<u>\$ 766,579.94</u>	
payroll 2-1-2020	\$144,364.66	*****

CITY OF HOWELL
CREDIT CARD DETAIL - JAN 2020

Card	Vendor	Acct No	Amount	Description
Comm Dev	MICHIGAN ASSOCIATION O 734-91320	101-722-860.00	79.00	- Class Schmitt
Comm Dev	MSU PAYMENTS 517-355-5	101-722-860.000	50.00	- Planning Comm Training
DPW	TST* GUS S CARROUT - H HOWELL	101-000-259.000	52.19	- Pizza Holiday contest winners
DPW	TST* GUS S CARROUT - H HOWELL	101-000-259.000	37.07	- Pizza Holiday contest winners
DPW	JETS PIZZA - MI-096 HOWELL	101-000-259.000	104.30	- Pizza Holiday contest winners
DPW	JETS PIZZA - MI-096 HOWELL	101-000-259.000	47.42	- Pizza Holiday contest winners
DPW	JONNAS 2 GO HOWELL	101-101-860.000	74.56	- Council workshop
DPW	COMCAST 800-934-6	641-441-850.000	57.24	- DPW cable access
Finance	PAYPAL *LAHRA 402-935-7	101-270-957.000	25.00	- Class Cartwright
Finance	MI STATE POLICE ICHAT 517-24107	101-301-740.000	10.00	- Peddlers license background check
Finance	GOVERNMENT FINANCE OFF CHICAGO	101-191-801.000	460.00	- GFOA submission
Finance	TPI CORPORATION 423-47741	591-564-930.008	195.00	- Well # 4 heater
Finance	MICHIGAN TOWNSHIPS ASS 517-321-6	101-270-900.000	240.00	- Admin Asst posting
Finance	MOTOROLA SOLUTIONS INC 206-812-2	640-441-850.000	368.00	- DPW radios
Finance	MSU PAYMENTS 517-355-5	101-270-957.000	95.00	- Class Cartwright
Finance	AMERICAN PLANNING A 312-431-9	101-722-840.000	564.00	- APA membership
IT	CBI*ACRONIS 800-799-9	101-228-980.008	84.79	- Image software
IT	COMCAST 800-934-6	101-228-850.008	267.75	- City Internet
IT	DNH*DOMAIN/HOSTING 480-624-2	101-228-822.001	39.99	- Email certificate
Police	CALIBRE PRESS 800-32300	101-301-957.000	945.00	- Trainings (4)
Police	IN *THE EARPHONE CONNE 661-77556	101-301-741.000	196.38	- Ear pieces
Police	TLO TRANSUNION 561-988-4	101-301-740.000	50.00	- Background checks
Police	MICHIGAN ASSOC OF CHIE 517-34994	101-301-957.00	(50.00)	- Credit conference Mannor
Police	MICHIGAN ASSOC OF CHIE 517-34994	101-301-860.000	255.00	- Class Dunn
			<u>4,247.69</u>	

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		
PERF/BONDS	1-800-HANSONS, LLC	01/23/2020	PB19-422	GEN	ESCROW RELEASE 1808 OAK SQUIRE CT	
85698	977 EAST 14 MILE RD	02/11/2020		N		750.00
01/23/2020	TROY MI, 48083	/ /	0.0000	Y		0.00
		02/11/2020		N		750.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000-283.000	DEV ESCROW	750.00
VENDOR TOTAL:		750.00

A&L PARTS	A & L PARTS PLUS	01/31/2020	16-462177	GEN	HEADWORK GREASE LINE	
85708	754 S MICHIGAN AVE	02/11/2020		N		74.10
01/31/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		74.10

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-564-930.007	REPAIR & MAINT - PLANT	74.10
VENDOR TOTAL:		74.10

AALPHA BUS	AALPHA BUSINESS PRODUCTS	01/31/2020	11774	GEN	CHERRY PAPER	
85666	P.O. BOX 677	02/11/2020		N		159.96
01/31/2020	HOWELL MI, 48844	/ /	0.0000	N		0.00
		02/11/2020		N		159.96

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-290-727.000	OFFICE SUPPLIES	79.98
590-536-727.000	OFFICE SUPPLIES	79.98
		159.96

VENDOR TOTAL: 159.96

ADVANCE DI	ADVANCED DISPOSAL	01/31/2020	V20002270851	GEN	SLUDGE HAULING	
85738	SOLID WASTE MIDWEST LLC - V2	02/11/2020		N		2,601.74
	P.O. BOX 74008047					
01/15/2020	CHICAGO IL, 60674-8047	/ /	0.0000	N		0.00
		02/11/2020		N		2,601.74

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-564-804.013	CONTRACT SERV - SLUDGE HAULING	2,601.74
VENDOR TOTAL:		2,601.74

APWA MICHI	APWA MICHIGAN CHAPTER-MPSI	01/24/2020	2020SPRING	GEN	SPRING CONFERENCE - LUCE	
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Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		
85688	C/O MARY BENDER, PROGRAM COORDINATO	02/11/2020		N		735.00
	P.O. BOX 330					
01/24/2020	LEROY MI, 49655	/ /	0.0000	N		0.00
		02/11/2020		N		735.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
641-441-957.000	EDUCATION / TRAINING	735.00

VENDOR TOTAL: 735.00

AQUATIC TE	AQUATIC TECHNOLOGY INC	01/28/2020	1100826	GEN	SAFETY ROPES FOR SWIM AREA	
85599	37 GABRIEL DR	02/11/2020		N		1,575.94
01/28/2020	AUGUSTA ME, 04330	/ /	0.0000	N		0.00
		02/11/2020		N		1,575.94

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-970.004	CAPITOL OUTLAY / PARKS	1,575.94

VENDOR TOTAL: 1,575.94

BELSON OUT	BELSON OUTDOORS INC	01/28/2020	181988	GEN	COOKING GRATES FOR BEACH	
85600	627 AMERSALE DR	02/11/2020		N		1,266.85
01/28/2020	NAPERVILLE IL, 60563	/ /	0.0000	N		0.00
		02/11/2020		N		1,266.85

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-775.006	MAINTENANCE SUPPLIES / PARKS	633.45
101-757-775.000	MAINTENANCE SUPPLIES	633.40

1,266.85

VENDOR TOTAL: 1,266.85

BOBCAT OF	BOBCAT OF LANSING	01/08/2020	P39301	GEN	THROTTLE CABLE #82	
85709	3237 WEST MILLER RD	02/11/2020		N		113.54
01/08/2020	LANSING MI, 48911-4431	/ /	0.0000	N		0.00
		02/11/2020		N		113.54

Open

GL NUMBER	DESCRIPTION	AMOUNT
640-441-775.000	MAINTENANCE SUPPLIES	113.54

VENDOR TOTAL: 113.54

BS&A SOFT	BS&A SOFTWARE	02/01/2020	127426	GEN	UB, MISC REC, COMPLAINT TRACKING	
85667	14965 ABBEY LANE	02/11/2020		N		2,651.00

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		
02/01/2020	BATH MI, 48808	/ /	0.0000	N		0.00
		02/11/2020		N		2,651.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-536-822.000	COMPUTER SOFTWARE SUPPORT	646.00
591-290-822.000	COMPUTER SOFTWARE SUPPORT	646.00
101-191-822.000	COMPUTER SOFTWARE SUPPORT	691.00
641-441-822.000	COMPUTER SOFTWARE SUPPORT	668.00
		<u>2,651.00</u>

VENDOR TOTAL: 2,651.00

BYRUM ACE	BYRUM ACE HARDWARE	01/30/2020	1909-131457	GEN	SEAL KIT FOR TOILET	
85608	1250 E GRAND RIVER	02/11/2020		N		3.99
09/20/2019	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		3.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-931.000	BUILDING MAINTENANCE	3.99

BYRUM ACE	BYRUM ACE HARDWARE	01/08/2020	1912-141981	GEN	SLEDGE HAMMER HANDLE DPW	
85710	1250 E GRAND RIVER	02/11/2020		N		12.99
01/08/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		12.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-536-740.004	OPERATING SUPPLIES / TOOLS	12.99

BYRUM ACE	BYRUM ACE HARDWARE	01/15/2020	2001-142861	GEN	DEODORIZER	
85625	1250 E GRAND RIVER	02/11/2020		N		6.99
01/15/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		6.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-931.000	BUILDING MAINTENANCE	6.99

VENDOR TOTAL: 23.97

COMP BATTE	COMPLETE BATTERY SOURCE	01/31/2020	370064BRI	GEN	CREDIT	
85711	6480 GRAND RIVER	02/11/2020		N		(0.46)
01/31/2020	BRIGHTON MI, 48114	/ /	0.0000	N		0.00
		02/11/2020		N		(0.46)

Open

GL NUMBER	DESCRIPTION	AMOUNT
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Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		

591-564-775.000	MAINTENANCE SUPPLIES				(0.46)	
VENDOR TOTAL:						(0.46)

CONSUMERS	CONSUMERS ENERGY	01/31/2020	01312020	GEN	CITY UTILITIES - GAS	
85668	P.O. BOX 740309	02/11/2020		N		6,185.15
01/31/2020	CINCINNATI OH, 45274-0309	/ /	0.0000	N		0.00
		02/04/2020		N		6,185.15
PD CK# 92491 02/04/2020						

GL NUMBER	DESCRIPTION	AMOUNT				
101-265-920.001	UTILITIES - GAS CITY HALL	1,596.81				
101-265-920.001	UTILITIES - GAS CITY HALL #2	15.86				
590-536-920.004	UTILITIES - PUMP STATION 737 E WASHINGT	15.24				
101-276-920.001	UTILITIES - GAS 803 ROOSEVELT	265.10				
590-536-920.004	UTILITIES - PUMP STATION WEST ST	22.70				
591-564-920.001	UTILITIES - GAS 150 MARION ST	762.73				
641-441-920.001	UTILITIES - GAS 150 MARION ST	1,144.10				
640-441-920.001	UTILITIES - GAS VACTOR BLDG	194.01				
641-441-920.001	UTILITIES - GAS VACTOR BLDG	158.74				
640-441-920.001	UTILITIES - GAS 152 MARION ST	247.08				
591-564-920.001	UTILITIES - GAS HIGH SERVICE BLDG/717 S	326.02				
590-564-920.001	UTILITIES - GAS 1191 PINCKNEY RD	1,419.66				
590-536-920.004	UTILITIES - GAS 1420 W GR RVR	17.10				
		6,185.15				
VENDOR TOTAL:						6,185.15

CORBY EN	CORBY ENERGY SERVICES INC.	01/31/2020	PAY REQ #6	GEN	SAW GRANT CLEANING & TELEVISIONING FINA	
85705	6001 SCHOONER	02/11/2020		N		118,767.64
12/12/2019	BELLEVILLE MI, 48112	/ /	0.0000	N		0.00
		02/11/2020		N		118,767.64
Open						

GL NUMBER	DESCRIPTION	AMOUNT				
202-538-804.000	CONTRACTUAL SERVICES	48,898.09				
203-538-804.000	CONTRACTUAL SERVICES	48,898.09				
590-536-804.000	CONTRACTUAL SERVICES	20,971.46				
		118,767.64				
VENDOR TOTAL:						118,767.64

CRAMPTON	CRAMPTON ELECTRIC CO INC	01/23/2020	115679	GEN	CURZON ST LIGHT REPAIR	
85712		02/11/2020		N		255.00
	P O BOX 380	/ /	0.0000	N		0.00
01/23/2020	FOWLERVILLE MI, 48836	02/11/2020		N		255.00
Open						

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		

GL NUMBER	DESCRIPTION	AMOUNT
101-443-804.000	CONTRACTUAL SERVICES	255.00

VENDOR TOTAL: 255.00

CRUISERS	CRUISERS INC	01/31/2020	40988	GEN	SEAT COVER #312	
85714	5977 BRIGHTON PINES CT	02/11/2020		N		188.00
01/06/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		188.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
640-441-981.003	VEHICLES ACCESSORIES	188.00

CRUISERS	CRUISERS INC	01/10/2020	41026	GEN	SET UP FOR 302-20	
85713	5977 BRIGHTON PINES CT	02/11/2020		N		3,569.00
01/10/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		3,569.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
640-441-981.003	VEHICLES ACCESSORIES	3,569.00

VENDOR TOTAL: 3,757.00

D R ELEC	D R ELECTRIC APPLIANCE SALES	01/28/2020	1-3-2020	GEN	REPLACEMENT HANDLE	
85602	116 W GRAND RIVER	02/11/2020		N		42.00
01/28/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		42.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-301-740.000	OPERATING SUPPLIES	42.00

VENDOR TOTAL: 42.00

DES MOINES	DES MOINES STAMP MANUFACTURING CO	01/28/2020	1158065	GEN	SIGNATURE STAMP - PATTERSON	
85603	851 6TH AVE* BOX 1798	02/11/2020		N		36.40
01/28/2020	DES MOINES IA, 50309-1798	/ /	0.0000	Y		0.00
		02/11/2020		N		36.40

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-191-727.000	OFFICE SUPPLIES	36.40

VENDOR TOTAL: 36.40

DORNBOS SI	DORNBOS SIGN INC.	01/29/2020	INV48136	GEN	STREET SIGNS	
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Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		
85717	619 W HARRIS	02/11/2020		N		108.43
01/29/2020	CHARLOTTE MI, 48813	/ /	0.0000	N		0.00
		02/11/2020		N		108.43

Open

GL NUMBER	DESCRIPTION	AMOUNT
203-474-775.000	MAINTENANCE SUPPLIES	108.43

DORNBOS SI	DORNBOS SIGN INC.	Post Date	Invoice	Bank	Invoice Description	Gross Amount
85716	619 W HARRIS	02/11/2020	INV48156	N		267.20
01/30/2020	CHARLOTTE MI, 48813	/ /	0.0000	N		0.00
		02/11/2020		N		267.20

Open

GL NUMBER	DESCRIPTION	AMOUNT
202-474-775.000	MAINTENANCE SUPPLIES	267.20

VENDOR TOTAL: 375.63

DET EDISON	DTE ENERGY	Post Date	Invoice	Bank	Invoice Description	Gross Amount
85715	P O BOX 740786	02/11/2020	4430/1/2020	N	CITY UTILITIES	46.52
01/06/2020	CINCINNATI OH, 45274-0786	/ /	0.0000	N		0.00
		02/11/2020		N		46.52

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-536-920.004	1158 LAKESIDE - LIFT STATION (AROUND 7TH	46.52

VENDOR TOTAL: 46.52

DUBOIS CHE	DUBOIS CHEMICALS INC	Post Date	Invoice	Bank	Invoice Description	Gross Amount
85669	2659 SOLUTION CENTER	02/11/2020	IN-1929048	N	POLYMER	770.18
01/31/2020	CHICAGO IL, 60677	/ /	0.0000	N		0.00
		02/11/2020		N		770.18

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.004	CHEMICALS	770.18

VENDOR TOTAL: 770.18

FLINT TRAD	ENNIS-FLINT, INC	Post Date	Invoice	Bank	Invoice Description	Gross Amount
85671	P.O. BOX 603518	02/11/2020	242958	N	HEAT TAPE	2,929.16
01/20/2020	CHARLOTTE NC, 28260-3518	/ /	0.0000	Y		0.00
		02/11/2020		N		2,929.16

Open

GL NUMBER	DESCRIPTION	AMOUNT
202-474-775.000	MAINTENANCE SUPPLIES	2,929.16

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		

VENDOR TOTAL: 2,929.16

FASTENAL	FASTENAL COMPANY	01/13/2020	MIBRG108732	GEN	ZIP TIES FOR NO PARKING SIGNS	
85604	P O BOX 1286	02/11/2020		N		127.40
01/13/2020	WINONA MN, 55987-1286	/ /	0.0000	N		0.00
		02/11/2020		N		127.40

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-747-740.000	OPERATING SUPPLIES	127.40

VENDOR TOTAL: 127.40

FERGUSONS	FERGUSON WATERWORKS #3386	01/31/2020	0093411	GEN	METERS AND PARTS	
85718	P.O. BOX 802817	02/11/2020		N		4,379.22
01/07/2020	CHICAGO IL, 60680-2817	/ /	0.0000	N		0.00
		02/11/2020		N		4,379.22

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-536-970.001	WATER METERS	2,189.61
590-536-970.001	WATER METERS	2,189.61
		4,379.22

VENDOR TOTAL: 4,379.22

FIBERTEC	FIBERTEC INC	01/31/2020	INV94705-01	GEN	MERCURY TESTING	
85719	1914 HOLLOWAY DR	02/11/2020		N		350.00
01/31/2020	HOLT MI, 48842	/ /	0.0000	N		0.00
		02/11/2020		N		350.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-537-801.000	PROFESSIONAL SERVICES	350.00

VENDOR TOTAL: 350.00

FIRST IMPR	FIRST IMPRESSION PRINT & MARKETING	01/29/2020	74780	GEN	BUSINESS CARDS - POET	
85672	907 FOWLER ST	02/11/2020		N		75.00
01/29/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		75.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-301-900.000	PRINTING & PUBLISHING	75.00

VENDOR TOTAL: 75.00

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		

FLAGSTAR	FLAGSTAR BANK	01/31/2020	JAN 2020	GEN	CREDIT CARD - SEE ATTACHED	
85655	CARDMEMBER SERVICES	02/11/2020		N		4,247.69
	P.O. BOX 790408					
01/31/2020	SAINT LOUIS MO, 63179-0408	/ /	0.0000	N		0.00
		02/04/2020		N		4,247.69
PD CK# 92486 02/04/2020						

GL NUMBER	DESCRIPTION	AMOUNT
101-722-860.000	CONFERENCE /TRANSPORTATION	79.00
101-722-860.000	CONFERENCE /TRANSPORTATION	50.00
101-000-259.000	DEPOSIT HOLIDAY PARTY	52.19
101-000-259.000	DEPOSIT HOLIDAY PARTY	37.07
101-000-259.000	DEPOSIT HOLIDAY PARTY	104.30
101-000-259.000	DEPOSIT HOLIDAY PARTY	47.42
101-101-860.000	CONFERENCE /TRANSPORTATION	74.56
641-441-850.000	COMMUNICATIONS - TELEPHONES	57.24
101-270-957.000	EDUCATION / TRAINING	25.00
101-301-740.000	OPERATING SUPPLIES	10.00
101-191-801.000	PROFESSIONAL SERVICES	460.00
591-564-930.008	REPAIR & MAINT - PUMP STATION	195.00
101-270-900.000	PRINTING & PUBLISHING	240.00
640-441-850.000	COMMUNICATIONS - TELEPHONES	368.00
101-270-957.000	EDUCATION / TRAINING	95.00
101-722-840.000	DUES & MEMBERSHIPS	564.00
101-228-980.008	EQUIP / NETWORK COMP SFTW	84.79
101-228-850.008	COMMUNICATIONS - INTERNET	267.75
101-228-822.001	NETWORK SUPPORT	39.99
101-301-957.000	EDUCATION / TRAINING	945.00
101-301-741.000	UNIFORMS/CLOTHING ALLOWANCE	196.38
101-301-740.000	OPERATING SUPPLIES	50.00
101-301-957.000	EDUCATION / TRAINING	(50.00)
101-301-860.000	CONFERENCE /TRANSPORTATION	255.00
		<u>4,247.69</u>

VENDOR TOTAL: 4,247.69

GLOBAL EQ	GLOBAL EQUIPMENT COMPANY	01/17/2020	115429517	GEN	DRY ERASE BOARDS	
85673	29833 NETWORK PLACE	02/11/2020		N		907.34
01/17/2020	CHICAGO IL, 60673-1298	/ /	0.0000	N		0.00
		02/11/2020		N		907.34

Open

GL NUMBER	DESCRIPTION	AMOUNT
641-441-740.020	OPER SUPP/FURNITURE	907.34

VENDOR TOTAL: 907.34

PERF/BONDS	GOLDFISH PROPERTIES	01/23/2020	PB19-290	GEN	ESCROW RELEASE 410 N BARNARD ST	
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Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		
85700	335 MAPLE ST	02/11/2020		N		750.00
01/23/2020	HOWELL MI, 48843	/ /	0.0000	Y		0.00
		02/11/2020		N		750.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000-283.000	DEV ESCROW	750.00

VENDOR TOTAL: 750.00

GRACON SER	GRACON SERVICES INC	01/17/2020	13222	GEN	SOPHOS ANTI VIRUS RENEWAL	
85605		02/11/2020		N		5,063.00
01/17/2020	4265 OKEMOS RD, STE A	/ /	0.0000	N		0.00
	OKEMOS MI, 48864-3285	02/11/2020		N		5,063.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-228-822.001	NETWORK SUPPORT	2,298.35
101-000-081.001	DUE FROM REC AUTHORITY	840.35
101-000-677.014	IT SHARED SERVICES - BRIGHTON	1,924.30
		<u>5,063.00</u>

VENDOR TOTAL: 5,063.00

GRAINGER	GRAINGER	01/31/2020	9405080962	GEN	HEAT TAPE	
85722	DEPT 825552573	02/11/2020		N		193.44
01/09/2020	PALATINE IL, 60038-0001	/ /	0.0000	N		0.00
		02/11/2020		N		193.44

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-564-930.007	REPAIR & MAINT - PLANT	193.44

GRAINGER	GRAINGER	01/31/2020	9405080970	GEN	HEAT CABLE FOR GREASE LINE	
85723	DEPT 825552573	02/11/2020		N		502.98
01/09/2020	PALATINE IL, 60038-0001	/ /	0.0000	N		0.00
		02/11/2020		N		502.98

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-564-930.007	REPAIR & MAINT - PLANT	502.98

GRAINGER	GRAINGER	01/31/2020	9405337735	GEN	LED LIGHT BULBS	
85720	DEPT 825552573	02/11/2020		N		62.80
01/09/2020	PALATINE IL, 60038-0001	/ /	0.0000	N		0.00
		02/11/2020		N		62.80

Open

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	
Ref #	Address	CK Run Date	PO	Hold		Gross Amount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Discount
Invoice Notes		Due Date		1099		Net Amount

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.000	MAINTENANCE SUPPLIES	62.80

GRAINGER	GRAINGER	01/15/2020	9411785588	GEN	BULBS	
85675	DEPT 825552573	02/11/2020		N		164.20
01/15/2020	PALATINE IL, 60038-0001	/ /	0.0000	N		0.00
		02/04/2020		N		164.20

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.000	MAINTENANCE SUPPLIES	164.20

GRAINGER	GRAINGER	01/16/2020	9412947336	GEN	DTE INCENTIVE CREDIT	
85674	DEPT 825552573	02/11/2020		N		(30.00)
01/16/2020	PALATINE IL, 60038-0001	/ /	0.0000	N		0.00
		02/11/2020		N		(30.00)

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.000	MAINTENANCE SUPPLIES	(30.00)

GRAINGER	GRAINGER	01/09/2020	9419014684	GEN	DTE INCENTIVE CREDIT	
85721	DEPT 825552573	02/11/2020		N		(60.00)
01/09/2020	PALATINE IL, 60038-0001	/ /	0.0000	N		0.00
		02/11/2020		N		(60.00)

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.000	MAINTENANCE SUPPLIES	(60.00)

VENDOR TOTAL: 833.42

GRAPHIC CO	GRAPHIC CONTROLS	01/15/2020	NU3517	GEN	CHART RECORDER PENS	
85676	P.O. BOX 1271	02/11/2020		N		66.31
01/15/2020	BUFFALO NY, 14240	/ /	0.0000	N		0.00
		02/04/2020		N		66.31

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.000	MAINTENANCE SUPPLIES	66.31

VENDOR TOTAL: 66.31

GR LKS RAI	GREAT LAKES CENTRAL RAILROAD	01/30/2020	136527	GEN	RR CROSSING MAINT	
85724	600 OAKWOOD AVE	02/11/2020		N		1,271.00
01/23/2020	P.O. BOX 550	/ /	0.0000	N		0.00
	OWOSSO MI, 48867-0550	02/11/2020		N		1,271.00

Open

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		

GL NUMBER	DESCRIPTION	AMOUNT
202-463-804.011	CONTRACT SERV - RR MAINT	1,271.00
GR LKS RAI	GREAT LAKES CENTRAL RAILROAD	01/31/2020 136528
85725	600 OAKWOOD AVE	02/11/2020
	P.O. BOX 550	
01/23/2020	OWOSSO MI, 48867-0550	/ / 0.0000
		02/11/2020
Open		

GL NUMBER	DESCRIPTION	AMOUNT
202-463-804.011	CONTRACT SERV - RR MAINT	1,824.57
		VENDOR TOTAL:
		3,095.57

HACH CO	HACH COMPANY	01/16/2020 11799002	GEN	LAB SUPPLIES	
85677	2207 COLLECTIONS CENTER DR	02/11/2020	N		473.57
01/16/2020	CHICAGO IL, 60693	/ / 0.0000	N		0.00
		02/11/2020	N		473.57
Open					

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.003	LABORATORY SUPPLIES	473.57
HACH CO	HACH COMPANY	01/31/2020 11800895
85726	2207 COLLECTIONS CENTER DR	02/11/2020
01/17/2020	CHICAGO IL, 60693	/ / 0.0000
		02/11/2020
Open		

GL NUMBER	DESCRIPTION	AMOUNT
590-564-775.003	LABORATORY SUPPLIES	724.25

HACH CO	HACH COMPANY	01/31/2020 11802448	GEN	LAB SUPPLIES	
85727	2207 COLLECTIONS CENTER DR	02/11/2020	N		82.38
01/17/2020	CHICAGO IL, 60693	/ / 0.0000	N		0.00
		02/11/2020	N		82.38
Open					

GL NUMBER	DESCRIPTION	AMOUNT
590-564-775.003	LABORATORY SUPPLIES	82.38

				VENDOR TOTAL:	
				1,280.20	
HAVILAND	HAVILAND	01/16/2020 341969	GEN	PLANT CHEMICALS	
85681	421 ANN ST NW	02/11/2020	N		420.00
01/01/2020	GRAND RAPIDS MI, 49504-2075	/ / 0.0000	N		0.00
		02/11/2020	N		420.00

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.004	CHEMICALS	420.00
VENDOR TOTAL:		420.00

HI-TECH	HI-TECH SAFE & LOCK COMPANY INC	01/31/2020	30425	GEN	KEYS & LOCKS	
85728	122 W CLINTON RD	02/11/2020		N		108.09
10/24/2019	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		108.09

Open

GL NUMBER	DESCRIPTION	AMOUNT
641-441-775.000	MAINTENANCE SUPPLIES	108.09
VENDOR TOTAL:		108.09

HOW HARDW	HOWELL HARDWARE	01/10/2020	91943	GEN	DRILL BITS	
85704	1076 S MICHIGAN AVE	02/11/2020		N		9.98
01/10/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		9.98

Open

GL NUMBER	DESCRIPTION	AMOUNT
202-474-775.000	MAINTENANCE SUPPLIES	4.99
203-474-775.000	MAINTENANCE SUPPLIES	4.99
		9.98

HOW HARDW	HOWELL HARDWARE	01/10/2020	98123	GEN	REDI MIX	
85703	1076 S MICHIGAN AVE	02/11/2020		N		44.95
01/10/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		44.95

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-536-775.000	MAINTENANCE SUPPLIES	44.95

HOW HARDW	HOWELL HARDWARE	01/31/2020	98997	GEN	DAM SITE ANTENNA	
85729	1076 S MICHIGAN AVE	02/11/2020		N		77.12
12/19/2019	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		77.12

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-536-930.008	REPAIR & MAINT - PUMP STATION	77.12

HOW HARDW	HOWELL HARDWARE	01/31/2020	99040	GEN	LIGHT BULBS	
85640	1076 S MICHIGAN AVE	02/11/2020		N		2.99

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		
12/23/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		2.99
Open						
GL NUMBER	DESCRIPTION				AMOUNT	
101-276-740.000	OPERATING SUPPLIES				2.99	
HOW HARDW	HOWELL HARDWARE	01/02/2020	99106	GEN	TIE DOWNS	
85641	1076 S MICHIGAN AVE	02/11/2020		N		34.35
01/02/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		34.35
Open						
GL NUMBER	DESCRIPTION				AMOUNT	
101-276-740.019	OPER SUPP/SMALL EQUIPMENT				34.35	
HOW HARDW	HOWELL HARDWARE	01/13/2020	99130	GEN	FUNNEL	
85649	1076 S MICHIGAN AVE	02/11/2020		N		2.99
01/13/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		2.99
Open						
GL NUMBER	DESCRIPTION				AMOUNT	
590-564-775.003	LABORATORY SUPPLIES				2.99	
HOW HARDW	HOWELL HARDWARE	01/13/2020	99147	GEN	DRANO	
85650	1076 S MICHIGAN AVE	02/11/2020		N		6.99
01/13/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		6.99
Open						
GL NUMBER	DESCRIPTION				AMOUNT	
641-441-931.000	BUILDING MAINTENANCE				6.99	
HOW HARDW	HOWELL HARDWARE	01/02/2020	99169	GEN	FASTENERS	
85643	1076 S MICHIGAN AVE	02/11/2020		N		16.78
01/02/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		16.78
Open						
GL NUMBER	DESCRIPTION				AMOUNT	
101-276-740.000	OPERATING SUPPLIES				16.78	
HOW HARDW	HOWELL HARDWARE	01/13/2020	99174	GEN	TOOLS (REPLACE BROKEN)	
85651	1076 S MICHIGAN AVE	02/11/2020		N		27.47
01/13/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		27.47
Open						

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		

GL NUMBER	DESCRIPTION	AMOUNT
590-564-930.007	REPAIR & MAINT - PLANT	27.47

HOW HARDW	HOWELL HARDWARE	01/02/2020	99175	GEN	MOP HEADS	
85642	1076 S MICHIGAN AVE	02/11/2020		N		14.97
01/02/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		14.97

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-740.000	OPERATING SUPPLIES	14.97

HOW HARDW	HOWELL HARDWARE	01/13/2020	99179	GEN	ROPE AND PVC PIPE	
85653	1076 S MICHIGAN AVE	02/11/2020		N		33.75
01/13/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		33.75

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-564-930.007	REPAIR & MAINT - PLANT	33.75

HOW HARDW	HOWELL HARDWARE	01/13/2020	99185	GEN	FUSE (STREET LIGHT)	
85652	1076 S MICHIGAN AVE	02/11/2020		N		13.98
01/13/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		13.98

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-443-775.000	MAINTENANCE SUPPLIES	13.98

HOW HARDW	HOWELL HARDWARE	01/02/2020	99192	GEN	CAULK	
85644	1076 S MICHIGAN AVE	02/11/2020		N		3.79
01/02/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		3.79

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-931.000	BUILDING MAINTENANCE	3.79

HOW HARDW	HOWELL HARDWARE	01/02/2020	99196	GEN	SCRAPER MOP HEADS, CLEANING SUPPLIES	
85645	1076 S MICHIGAN AVE	02/11/2020		N		46.96
01/02/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		46.96

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-931.000	BUILDING MAINTENANCE	46.96

HOW HARDW	HOWELL HARDWARE	01/31/2020	99206	GEN	WATER HOOK UP FOR NEW TOILET	
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Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		
85664	1076 S MICHIGAN AVE	02/11/2020		N		9.99
01/31/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		9.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-931.000	BUILDING MAINTENANCE	9.99

HOW HARDW	HOWELL HARDWARE	01/13/2020	99226	GEN	NUTS & BOLTS	
85647	1076 S MICHIGAN AVE	02/11/2020		N		15.12
01/13/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		15.12

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-740.000	OPERATING SUPPLIES	15.12

HOW HARDW	HOWELL HARDWARE	01/13/2020	99232	GEN	MISC SUPPLIES	
85648	1076 S MICHIGAN AVE	02/11/2020		N		15.03
01/13/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		15.03

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-564-930.007	REPAIR & MAINT - PLANT	15.03

HOW HARDW	HOWELL HARDWARE	01/02/2020	99233	GEN	FASTENERS	
85646	1076 S MICHIGAN AVE	02/11/2020		N		2.02
01/02/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		2.02

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-740.000	OPERATING SUPPLIES	2.02

HOW HARDW	HOWELL HARDWARE	01/31/2020	99261	GEN	SPRAY PAINT FOR THE GRILLS IN PARK	
85662	1076 S MICHIGAN AVE	02/11/2020		N		13.98
01/31/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		13.98

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-775.006	MAINTENANCE SUPPLIES / PARKS	13.98

HOW HARDW	HOWELL HARDWARE	01/13/2020	99289	GEN	LED BULBS	
85654	1076 S MICHIGAN AVE	02/11/2020		N		16.99
01/13/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		16.99

Open

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	
Ref #	Address	CK Run Date	PO	Hold		Gross Amount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Discount
Invoice Notes		Due Date		1099		Net Amount

GL NUMBER	DESCRIPTION	AMOUNT
101-443-775.000	MAINTENANCE SUPPLIES	16.99

HOW HARDW	HOWELL HARDWARE	01/31/2020	99344	GEN	WORK LIGHT & CEMENT TOOLS	
85661	1076 S MICHIGAN AVE	02/11/2020		N		51.96
01/31/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		51.96

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-931.000	BUILDING MAINTENANCE	51.96

HOW HARDW	HOWELL HARDWARE	01/31/2020	99349	GEN	EXTENSION CORD	
85663	1076 S MICHIGAN AVE	02/11/2020		N		10.99
01/31/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		10.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-931.000	BUILDING MAINTENANCE	10.99

HOW HARDW	HOWELL HARDWARE	01/31/2020	99356	GEN	FASTENERS	
85732	1076 S MICHIGAN AVE	02/11/2020		N		17.68
01/23/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		17.68

Open

GL NUMBER	DESCRIPTION	AMOUNT
641-441-740.004	OPER SUPPLIES/TOOLS	17.68

HOW HARDW	HOWELL HARDWARE	01/31/2020	99360	GEN	SPRAY PAINT	
85665	1076 S MICHIGAN AVE	02/11/2020		N		5.99
01/31/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		5.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-775.000	MAINTENANCE SUPPLIES	5.99

HOW HARDW	HOWELL HARDWARE	01/30/2020	99457	GEN	BRACKETS & HANGERS	
85733	1076 S MICHIGAN AVE	02/11/2020		N		21.82
01/30/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		21.82

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-931.000	BUILDING MAINTENANCE	21.82

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		

HOW HARDW	HOWELL HARDWARE	01/31/2020	99481	GEN	WASH ROOM FAUCET	
85731	1076 S MICHIGAN AVE	02/11/2020		N		53.99
01/31/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		53.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
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641-441-931.000 BUILDING MAINTENANCE 53.99

HOW HARDW	HOWELL HARDWARE	02/03/2020	99490	GEN	FAUCET (WASH ROOM DPW)	
85730	1076 S MICHIGAN AVE	02/11/2020		N		(53.99)
02/03/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		(53.99)

Open

GL NUMBER	DESCRIPTION	AMOUNT
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641-441-931.000 BUILDING MAINTENANCE (53.99)

VENDOR TOTAL: 518.64

HOWELL POS	HOWELL POSTMASTER	01/28/2020	2/7/2020	GEN	WATER SEWER BILLS	
85606	325 S MICHIGAN	02/11/2020		N		250.00
01/28/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/04/2020		N		250.00

PD CK# 92488 02/04/2020

GL NUMBER	DESCRIPTION	AMOUNT
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590-536-730.000 POSTAGE 125.00

591-290-730.000 POSTAGE 125.00

250.00

VENDOR TOTAL: 250.00

HOW SANIT	HOWELL SANITARY COMPANY II	01/30/2020	26466	GEN	BYPASS OF LIFT STATION FOR FORCE MAI	
85735	P.O. BOX 2428	02/11/2020		N		400.00
01/30/2020	HOWELL MI, 48844	/ /	0.0000	N		0.00
		02/11/2020		N		400.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
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590-536-804.000 CONTRACTUAL SERVICES 400.00

VENDOR TOTAL: 400.00

HOW SOFT	HOWELL SOFT CLOTH CAR WASH	01/30/2020	1-31-2020	GEN	CAR WASH PASSES	
85734	1009 S MICHIGAN AVE	02/11/2020		N		250.00
01/30/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		250.00

Open

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	
Ref #	Address	CK Run Date	PO	Hold		Gross Amount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Discount
Invoice Notes		Due Date		1099		Net Amount

GL NUMBER	DESCRIPTION	AMOUNT
640-441-930.006	REPAIR & MAINT. VEHICLES	250.00

VENDOR TOTAL: 250.00

EMPLOYEE	HUBBARD, TONYA	02/03/2020	2/3/2020	GEN	MILEAGE REIMBURSEMENT	
85678		02/11/2020		N		105.22
02/03/2020	,	/ /	0.0000	N		0.00
		02/11/2020		N		105.22

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-215-860.000	CONFERENCE /TRANSPORTATION	105.22

VENDOR TOTAL: 105.22

HUBBELL	HUBBELL ROTH & CLARK	01/30/2020	0175085	GEN	CLINTON PLACE CONSTRUCTION REVIEW	
85682	P O BOX 824	02/11/2020		N		559.69
11/29/2019	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		02/11/2020		N		559.69

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000-283.000	DEV ESCROW	559.69

HUBBELL	HUBBELL ROTH & CLARK	01/31/2020	0176273	GEN	STATE ST CONSTRUCTION ENG	
85764	P O BOX 824	02/11/2020		N		1,802.94
01/31/2020	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		02/11/2020		N		1,802.94

Open

GL NUMBER	DESCRIPTION	AMOUNT
497-516-967.000	PROJECT COSTS	1,802.94

HUBBELL	HUBBELL ROTH & CLARK	01/31/2020	0176274	GEN	WTP IMPROVEMENTS	
85741	P O BOX 824	02/11/2020		N		16,334.33
01/20/2020	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		02/11/2020		N		16,334.33

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-930.008	REPAIR & MAINT - PUMP STATION	16,334.33

HUBBELL	HUBBELL ROTH & CLARK	01/31/2020	0176277	GEN	WWTP IMPROVEMENTS	
85744	P O BOX 824	02/11/2020		N		115,554.73
01/20/2020	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		02/11/2020		N		115,554.73

Open

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		

GL NUMBER	DESCRIPTION	AMOUNT
590-564-801.004	ENGINEERING SERVICES	115,554.73
HUBBELL	HUBBELL ROTH & CLARK	01/31/2020 176275
85736	P O BOX 824	02/11/2020
01/31/2020	BLOOMFIELD HILLS MI, 48303-0824	/ / 0.0000
		02/11/2020
Open		

GL NUMBER	DESCRIPTION	AMOUNT
591-536-801.004	ENGINEERING SERVICES	10,378.97
HUBBELL	HUBBELL ROTH & CLARK	01/31/2020 176276
85737	P O BOX 824	02/11/2020
01/31/2020	BLOOMFIELD HILLS MI, 48303-0824	/ / 0.0000
		02/11/2020
Open		

GL NUMBER	DESCRIPTION	AMOUNT
465-548-801.003	ENGINEERING / LIFT STATION	6,387.02
HUBBELL	HUBBELL ROTH & CLARK	01/20/2020 176284,176289,17
85706	P O BOX 824	02/11/2020
01/20/2020	BLOOMFIELD HILLS MI, 48303-0824	/ / 0.0000
		02/11/2020
Open		

GL NUMBER	DESCRIPTION	AMOUNT
590-536-801.004	ENGINEERING SERVICES	5,907.99
590-564-801.004	ENGINEERING SERVICES	2,107.67
202-538-801.004	ENGINEERING SERVICES	2,772.82
203-538-801.004	ENGINEERING SERVICES	2,772.82
		<u>13,561.30</u>

VENDOR TOTAL: 164,578.98

GL NUMBER	DESCRIPTION	AMOUNT
HURON GUNS	HURON VALLEY GUNS	01/22/2020 104985
85610	56477 GRAND RIVER AVE	02/11/2020
01/22/2020	NEW HUDSON MI, 48165	/ / 0.0000
		02/11/2020
Open		

GL NUMBER	DESCRIPTION	AMOUNT
101-301-741.000	UNIFORMS/CLOTHING ALLOWANCE	559.86
HURON GUNS	HURON VALLEY GUNS	01/28/2020 104987
85607	56477 GRAND RIVER AVE	02/11/2020
01/28/2020	NEW HUDSON MI, 48165	/ / 0.0000
		02/11/2020
Open		

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		

		02/11/2020		N		29.99
Open						

GL NUMBER	DESCRIPTION	AMOUNT
101-301-741.000	UNIFORMS/CLOTHING ALLOWANCE	29.99

HURON GUNS	HURON VALLEY GUNS	01/22/2020	104988	GEN	UNIFORM - VALLANCE	
85609	56477 GRAND RIVER AVE	02/11/2020		N		103.98
01/22/2020	NEW HUDSON MI, 48165	/ /	0.0000	N		0.00
		02/11/2020		N		103.98

Open						
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GL NUMBER	DESCRIPTION	AMOUNT
101-301-741.000	UNIFORMS/CLOTHING ALLOWANCE	103.98

HURON GUNS	HURON VALLEY GUNS	01/22/2020	104989	GEN	UNIFORM - DUNN	
85611	56477 GRAND RIVER AVE	02/11/2020		N		57.99
01/22/2020	NEW HUDSON MI, 48165	/ /	0.0000	N		0.00
		02/11/2020		N		57.99

Open						
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GL NUMBER	DESCRIPTION	AMOUNT
101-301-741.000	UNIFORMS/CLOTHING ALLOWANCE	57.99

HURON GUNS	HURON VALLEY GUNS	01/22/2020	105675	GEN	UNIFORM - KOZOWICZ	
85612	56477 GRAND RIVER AVE	02/11/2020		N		299.99
01/22/2020	NEW HUDSON MI, 48165	/ /	0.0000	N		0.00
		02/11/2020		N		299.99

Open						
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GL NUMBER	DESCRIPTION	AMOUNT
101-301-741.000	UNIFORMS/CLOTHING ALLOWANCE	299.99

VENDOR TOTAL: 1,051.81

JACK DOHEN	JACK DOHENY COMPANY INC	01/31/2020	A29610	GEN	ELBOW AND TUBE	
85746	L-3846	02/11/2020		N		1,833.11
01/15/2020	COLUMBUS OH, 43260-3846	/ /	0.0000	N		0.00
		02/11/2020		N		1,833.11

Open						
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GL NUMBER	DESCRIPTION	AMOUNT
640-441-775.000	MAINTENANCE SUPPLIES	608.11
590-536-970.000	CAPITAL OUTLAY / EQUIPMENT	1,225.00
		1,833.11

VENDOR TOTAL: 1,833.11

LCTA	L C T A	01/29/2020	2020	GEN	2020 ANNUAL DUES	

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		
85772	C/O JENNIFER EDEN	02/11/2020		N		10.00
	8420 RUNYAN LAKE RD					
01/29/2020	FENTON MI, 48430	/ /	0.0000	N		0.00
		02/11/2020		N		10.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-191-840.000	DUES & MEMBERSHIPS	10.00

VENDOR TOTAL: 10.00

LIV CO	IT	LIVINGSTON COUNTY INFORMATION TECH	01/30/2020	7345	GEN	COUNTY FIBER RENTAL HOWELL TO BRIGHT	
85616		304 E GRAND RIVER	02/11/2020		N		3,000.00
01/02/2020		HOWELL MI, 48843	/ /	0.0000	N		0.00
			02/11/2020		N		3,000.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-228-822.001	NETWORK SUPPORT	1,500.00
101-000-677.014	IT SHARED SERVICES - BRIGHTON	1,500.00
		3,000.00

VENDOR TOTAL: 3,000.00

LIV PRESS	LIVINGSTON DAILY PRESS & ARGUS	01/31/2020	0003028085	GEN	PUBLICATIONS FOR NOV 2019	
85765	3964 SOLUTIONS CENTER	02/11/2020		N		310.00
11/30/2019	CHICAGO IL, 60677-3009	/ /	0.0000	N		0.00
		02/11/2020		N		310.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-722-900.000	PRINTING & PUBLISHING	200.00
101-101-900.000	PRINTING & PUBLISHING	110.00
		310.00

LIV PRESS	LIVINGSTON DAILY PRESS & ARGUS	01/31/2020	0003096349	GEN	PUBLICATIONS FOR DEC 2019	
85766	3964 SOLUTIONS CENTER	02/11/2020		N		320.00
12/31/2019	CHICAGO IL, 60677-3009	/ /	0.0000	N		0.00
		02/11/2020		N		320.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-101-900.000	PRINTING & PUBLISHING	250.00
101-722-900.000	PRINTING & PUBLISHING	70.00
		320.00

VENDOR TOTAL: 630.00

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF HOWELL
EXP CHECK RUN DATES 02/11/2020 - 02/11/2020
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: GEN
A/P

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		

LOWES HOME	LOWE'S HOME CENTERS INC	01/15/2020	925290	GEN	FLOORING	
85630	P O BOX 530954	02/11/2020		N		73.48
01/15/2020	ATLANTA GA, 30353-0954	/ /	0.0000	N		0.00
		02/11/2020		N		73.48

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-931.000	BUILDING MAINTENANCE	73.48

LOWES HOME	LOWE'S HOME CENTERS INC	01/15/2020	925338	GEN	CREDIT RETURNS	
85629	P O BOX 530954	02/11/2020		N		(56.40)
01/15/2020	ATLANTA GA, 30353-0954	/ /	0.0000	N		0.00
		02/11/2020		N		(56.40)

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-931.000	BUILDING MAINTENANCE	(56.40)

LOWES HOME	LOWE'S HOME CENTERS INC	01/15/2020	925343	GEN	FLOORING	
85628	P O BOX 530954	02/11/2020		N		75.30
01/15/2020	ATLANTA GA, 30353-0954	/ /	0.0000	N		0.00
		02/11/2020		N		75.30

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-931.000	BUILDING MAINTENANCE	75.30

LOWES HOME	LOWE'S HOME CENTERS INC	01/15/2020	925625	GEN	TOILET, PAINT AND SUPPLIES BATHROOM	
85631	P O BOX 530954	02/11/2020		N		296.01
01/15/2020	ATLANTA GA, 30353-0954	/ /	0.0000	N		0.00
		02/11/2020		N		296.01

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-931.000	BUILDING MAINTENANCE	296.01

LOWES HOME	LOWE'S HOME CENTERS INC	01/15/2020	925876	GEN	ANCHORS AND 2 X 4'S	
85632	P O BOX 530954	02/11/2020		N		40.99
01/15/2020	ATLANTA GA, 30353-0954	/ /	0.0000	N		0.00
		02/11/2020		N		40.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
641-441-931.000	BUILDING MAINTENANCE	40.99

LOWES HOME	LOWE'S HOME CENTERS INC	01/15/2020	925935	GEN	LIGHT BULBS	
85626	P O BOX 530954	02/11/2020		N		65.43
01/15/2020	ATLANTA GA, 30353-0954	/ /	0.0000	N		0.00
		02/11/2020		N		65.43

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-931.000	BUILDING MAINTENANCE	65.43
LOWES HOME	LOWE'S HOME CENTERS INC	01/15/2020
85627	P O BOX 530954	02/11/2020
01/15/2020	ATLANTA GA, 30353-0954	/ / 0.0000
		02/11/2020
		GEN PAINT
		N 21.75
		N 0.00
		N 21.75

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-931.000	BUILDING MAINTENANCE	21.75

VENDOR TOTAL: 516.56

MISC	MACDONALD, TIM	01/30/2020	01/30/2020	GEN	UB REFUND FOR 116 STATE	
85622	915 N. MICHIGAN	02/11/2020		N		0.00
	SUITE 205					
01/30/2020	HOWELL MI, 48843	02/11/2020	0.0000	N		0.00
		02/11/2020		N		43.22

Open

*UB REFUND FOR 116 STATE

GL NUMBER	DESCRIPTION	AMOUNT
591-536-644.000	1000-WTR USAGE	9.92
590-536-643.001	2205-5/8 S RTS	9.53
591-536-643.000	1205-5/8 W RTS	7.99
590-536-644.001	2000-SEW USG PL	6.74
226-528-635.001	3235-SM OFFICE CM	4.92
590-536-644.005	2005-SEW USG.CM	2.48
226-528-635.001	3240-APT 1 COMP	1.64
		43.22

VENDOR TOTAL: 43.22

MANAGER	MANAGER PLUS SOLUTIONS LP	01/31/2020	M262	GEN	SOFTWARE SUPPORT	
85747	9350 S 150 EAST STE 650	02/11/2020		N		749.00
02/01/2020	SANDY UT, 84070	/ /	0.0000	Y		0.00
		02/11/2020		N		749.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-536-822.000	COMPUTER SOFTWARE SUPPORT	187.25
591-536-980.005	EQUIP / COMPUTER SOFTWARE	187.25
591-564-822.000	COMPUTER SOFTWARE SUPPORT	187.25
640-441-822.000	COMPUTER SOFTWARE SUPPORT	187.25
		749.00

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		

VENDOR TOTAL: 749.00

MASTER MED	MASTER MEDIA SUPPLY	01/11/2020	81650	GEN	DATE STAMP	
85618	P O BOX 705	02/11/2020		N		52.27
01/11/2020	HOWELL MI, 48844	/ /	0.0000	N		0.00
		02/11/2020		N		52.27

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-722-727.000	OFFICE SUPPLIES	52.27

MASTER MED	MASTER MEDIA SUPPLY	01/24/2020	81760	GEN	OFFICE SUPPLIES	
85770	P O BOX 705	02/11/2020		N		121.31
01/24/2020	HOWELL MI, 48844	/ /	0.0000	N		0.00
		02/11/2020		N		121.31

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-172-727.000	OFFICE SUPPLIES	90.07
101-270-727.000	OFFICE SUPPLIES	31.24
		<u>121.31</u>

MASTER MED	MASTER MEDIA SUPPLY	01/28/2020	81772	GEN	COPY PAPER	
85768	P O BOX 705	02/11/2020		N		359.90
01/28/2020	HOWELL MI, 48844	/ /	0.0000	N		0.00
		02/11/2020		N		359.90

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-172-727.000	OFFICE SUPPLIES	80.00
101-191-727.000	OFFICE SUPPLIES	147.96
101-301-727.000	OFFICE SUPPLIES	131.94
		<u>359.90</u>

VENDOR TOTAL: 533.48

VALLEY GAS	MATHESON TRI-GAS INC	01/31/2020	21106637	GEN	MAJOR & LOCAL SIGNS	
85748	P.O. BOX 347297	02/11/2020		N		345.33
01/30/2020	PITTSBURGH PA, 15251-4297	/ /	0.0000	N		0.00
		02/11/2020		N		345.33

Open

GL NUMBER	DESCRIPTION	AMOUNT
203-474-775.000	MAINTENANCE SUPPLIES	172.67
202-474-775.000	MAINTENANCE SUPPLIES	172.66
		<u>345.33</u>

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		

VENDOR TOTAL: 345.33

PERF/BONDS	MEYERS, ERIC	01/16/2020	PB19-048	GEN	ESCROW RELEASE 734 E GRAND RIVER	
85619	P.O. BOX 295	02/11/2020		N		750.00
01/16/2020	HOWELL MI, 48844	/ /	0.0000	Y		0.00
		02/11/2020		N		750.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000-283.000	DEV ESCROW	750.00

VENDOR TOTAL: 750.00

MI ASSESS	MICHIGAN ASSESSORS ASSOCIATION	01/24/2020	2020	GEN	MEMBERSHIP FEES	
85684	P O BOX 638	02/11/2020		N		90.00
01/24/2020	GRAND LEDGE MI, 48837	/ /	0.0000	N		0.00
		02/11/2020		N		90.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-191-840.000	DUES & MEMBERSHIPS	90.00

VENDOR TOTAL: 90.00

KROGER	MICHIGAN CUSTOMER CHARGES	01/22/2020	028711	GEN	SUPPLIES	
85613		02/11/2020		N		5.00
01/22/2020	3444 SOLUTIONS CENTER	/ /	0.0000	N		0.00
	CHICAGO IL, 60677-3004	02/11/2020		N		5.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-747-740.000	OPERATING SUPPLIES	5.00

KROGER	MICHIGAN CUSTOMER CHARGES	01/07/2020	10072020	GEN	SUPPLIES	
85683		02/11/2020		N		46.29
01/07/2020	3444 SOLUTIONS CENTER	/ /	0.0000	N		0.00
	CHICAGO IL, 60677-3004	02/11/2020		N		46.29

Open

GL NUMBER	DESCRIPTION	AMOUNT
641-441-727.000	OFFICE SUPPLIES	3.56
590-564-740.000	OPERATING SUPPLIES	42.73

46.29

VENDOR TOTAL: 51.29

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		
MML	MICHIGAN MUNICIPAL LEAGUE	01/24/2020	20762	GEN	CITY MANAGER SEARCH	
85685	P.O. BOX 7409	02/11/2020		N		9,500.00
01/24/2020	ANN ARBOR MI, 48107-7409	/ /	0.0000	N		0.00
		02/11/2020		N		9,500.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-270-801.000	PROFESSIONAL SERVICES	9,500.00

VENDOR TOTAL: 9,500.00

MI AWWA	MICHIGAN SECTION AWWA	01/24/2020	200013451	GEN	WEBINAR- WEBSTER	
85686	DEPT 6091	02/11/2020		N		30.00
01/24/2020	P.O. BOX 30516	/ /	0.0000	Y		0.00
	LANSING MI, 48909-8016	02/11/2020		N		30.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-957.000	EDUCATION / TRAINING	30.00

VENDOR TOTAL: 30.00

MILAN SUPP	MILAN SUPPLY COMPANY	01/24/2020	882583	GEN	REPAIR FLOOR DRAIN IN CONE ROOM	
85687	P.O. BOX 309	02/11/2020		N		46.00
01/24/2020	MOUNT PLEASANT MI, 48804-0309	/ /	0.0000	N		0.00
		02/11/2020		N		46.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-931.000	BUILDING MAINTENANCE	46.00

VENDOR TOTAL: 46.00

MILLER CAN	MILLER CANFIELD PADDOCK & STONE	01/01/2020	1467101	GEN	PROFESSIONAL SERVICES	
85680	P.O. DRAWER 640348	02/11/2020		N		1,575.00
01/01/2020	DETROIT MI, 48264-0348	/ /	0.0000	N		0.00
		02/11/2020		Y		1,575.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-266-826.000	CONTRACTUAL ATTORNEY FEES	1,575.00

VENDOR TOTAL: 1,575.00

NORTHWEST	NORTHWEST PIPE & SUPPLY INC	01/31/2020	32564	GEN	SAND PAPER	
85749	6430 GRAND RIVER	02/11/2020		N		10.50
01/16/2020	BRIGHTON MI, 48114	/ /	0.0000	N		0.00
		02/11/2020		N		10.50

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-536-775.000	MAINTENANCE SUPPLIES	10.50
VENDOR TOTAL:		10.50

OFFICE DEP	OFFICE DEPOT	01/24/2020	425528136001	GEN	OFFICE SUPPLIES	
85690	P O BOX 633211	02/11/2020		N		62.28
01/24/2020	CINCINNATI OH, 45263-3211	/ /	0.0000	N		0.00
		02/11/2020		N		62.28

Open

GL NUMBER	DESCRIPTION	AMOUNT
641-441-727.000	OFFICE SUPPLIES	19.16
590-564-740.000	OPERATING SUPPLIES	43.12
		62.28

OFFICE DEP	OFFICE DEPOT	01/24/2020	425528786001	GEN	OFFICE SUPPLIES	
85691	P O BOX 633211	02/11/2020		N		3.75
01/24/2020	CINCINNATI OH, 45263-3211	/ /	0.0000	N		0.00
		02/11/2020		N		3.75

Open

GL NUMBER	DESCRIPTION	AMOUNT
641-441-727.000	OFFICE SUPPLIES	3.75

OFFICE DEP	OFFICE DEPOT	01/24/2020	426686414001	GEN	WWTP SUPPLIES	
85689	P O BOX 633211	02/11/2020		N		63.00
01/24/2020	CINCINNATI OH, 45263-3211	/ /	0.0000	N		0.00
		02/11/2020		N		63.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-564-727.000	OFFICE SUPPLIES	63.00

OFFICE DEP	OFFICE DEPOT	01/15/2020	42868380001	GEN	OFFICE SUPPLIES	
85621	P O BOX 633211	02/11/2020		N		235.80
01/15/2020	CINCINNATI OH, 45263-3211	/ /	0.0000	N		0.00
		02/11/2020		N		235.80

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-301-727.000	OFFICE SUPPLIES	235.80

OFFICE DEP	OFFICE DEPOT	01/31/2020	429997216001	GEN	PRINTER	
85752	P O BOX 633211	02/11/2020		N		399.99
01/20/2020	CINCINNATI OH, 45263-3211	/ /	0.0000	N		0.00
		02/11/2020		N		399.99

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	
Ref #	Address	CK Run Date	PO	Hold		Gross Amount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Discount
Invoice Notes		Due Date		1099		Net Amount

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-564-740.019	OPER SUPP/SMALL EQUIPMENT	399.99
OFFICE DEP	OFFICE DEPOT	01/31/2020
85751	P O BOX 633211	02/11/2020
01/29/2020	CINCINNATI OH, 45263-3211	/ /
		0.0000
		02/11/2020
		435133957001
		GEN
		JANITORIAL SUPPLIES
		N
		13.76
		N
		0.00
		N
		13.76

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-775.001	JANITOR SUPPLIES	13.76
OFFICE DEP	OFFICE DEPOT	01/31/2020
85750	P O BOX 633211	02/11/2020
01/29/2020	CINCINNATI OH, 45263-3211	/ /
		0.0000
		02/11/2020
		435134128001
		GEN
		MAINT AND OFFICE SUPPLIES
		N
		41.26
		N
		0.00
		N
		41.26

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.000	MAINTENANCE SUPPLIES	25.94
641-441-727.000	OFFICE SUPPLIES	15.32
		<u>41.26</u>

VENDOR TOTAL: 819.84

MISC	OTLEWSKI, MARY	01/30/2020	01/30/2020	GEN	UB REFUND FOR ACCOUNT: 1451 GLEN	
85623	324 BERYL DR	02/11/2020		N		0.00
01/30/2020	AIKEN SC, 29803	02/11/2020	0.0000	N		0.00
		02/11/2020		N		74.39

Open

*UB REFUND FOR ACCOUNT: 1451 GLEN

GL NUMBER	DESCRIPTION	AMOUNT
590-536-643.001	2200-3/4 S RTS	37.63
591-536-643.000	1200-3/4 W RTS	27.42
226-528-635.000	3601-RUBBISH	9.34
		<u>74.39</u>

VENDOR TOTAL: 74.39

PARAGON LA	PARAGON LABORATORIES, INC.	01/31/2020	210341	GEN	WET TESTING	
85753	30555 SOUTHFIELD RD, STE 400	02/11/2020		N		1,948.00
01/29/2020	SOUTHFIELD MI, 48076	/ /	0.0000	N		0.00
		02/11/2020		N		1,948.00

Open

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		

GL NUMBER	DESCRIPTION	AMOUNT
590-537-801.000	PROFESSIONAL SERVICES	1,948.00
VENDOR TOTAL:		1,948.00

PAYROLL	PAYROLL FUND	02/01/2020	2-1-2020	GEN	PAYROLL ENDING 2-1-2020	
85670		02/11/2020		N		144,364.66
02/01/2020	,	/ /	0.0000	N		0.00
		02/04/2020		N		144,364.66
PD CK# 92489 02/04/2020						

GL NUMBER	DESCRIPTION	AMOUNT
101-000-001.002	PAYROLL CHECKING	144,364.66
VENDOR TOTAL:		144,364.66

PERKINS PL	PERKINS, DENNIS, PLLC	01/31/2020	FEB2020	GEN	PROFESSIONAL SERVICES - JAN 2020	
85707	528 W GRAND RIVER	02/11/2020		N		7,948.50
01/31/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		Y		7,948.50
Open						

GL NUMBER	DESCRIPTION	AMOUNT
101-266-826.002	LEGAL FEES - RETAINER	1,050.00
101-266-826.003	LEGAL FEES - CRIMINAL	3,391.50
101-266-826.004	LEGAL FEES - CIVIL	3,507.00
		7,948.50
VENDOR TOTAL:		7,948.50

PFM	PUBLIC FINANCIAL MANAGEMENT, INC.	01/15/2020	2020-AD-0057	GEN	2019 ANNUAL DISCLOSURE REPORT	
85634	P.O. BOX 65117	02/11/2020		N		1,000.00
01/15/2020	BALTIMORE MD, 21264-5117	/ /	0.0000	Y		0.00
		02/11/2020		N		1,000.00
Open						

GL NUMBER	DESCRIPTION	AMOUNT
101-191-801.000	PROFESSIONAL SERVICES	1,000.00
VENDOR TOTAL:		1,000.00

REVITALIZE	REVITALIZE LLC	01/30/2020	FINAL PAYMENT	GEN	FACADE GRANT ADMIN DRAW	
85679	706 S DIAMOND RD	02/11/2020		N		1,000.00
01/30/2020	MASON MI, 48854	/ /	0.0000	N		0.00
		02/11/2020		N		1,000.00
Open						

GL NUMBER	DESCRIPTION	AMOUNT
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Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		

442-728-801.000 PROFESSIONAL SERVICES 1,000.00

VENDOR TOTAL: 1,000.00

MISC	RICHARDS, NGUYET	01/30/2020	01/30/2020	GEN	UB REFUND FOR ACCOUNT: 10551 416 W C	
85624	2694 SIGNATURE CIRCLE	02/11/2020		N		0.00
01/30/2020	PINCKNEY MI, 48169	02/11/2020	0.0000	N		0.00
		02/11/2020		N		90.00

Open
 *UB REFUND FOR ACCOUNT: 10551 416 W CLINTON

GL NUMBER	DESCRIPTION	AMOUNT
591-536-644.000	1000-WTR USAGE	90.00

VENDOR TOTAL: 90.00

EMPLOYEE	RILETT, DAN	01/31/2020	01312020	GEN	MILEAGE REIMBURSEMENT	
85767		02/11/2020		N		41.40
01/31/2020	,	/ /	0.0000	N		0.00
		02/11/2020		N		41.40

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-860.000	CONFERENCE /TRANSPORTATION	41.40

VENDOR TOTAL: 41.40

ROSATI, SC	ROSATI, SCHULTZ, JOPPICH &	01/24/2020	1073251	GEN	PROFESSIONAL SERVICES	
85692	AMTSBUECHLER, P.C.	02/11/2020		N		560.00
01/24/2020	27555 EXECUTIVE DR., SUITE 250	/ /	0.0000	N		0.00
	FARMINGTON HILLS MI, 48331	02/11/2020		Y		560.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-266-826.000	CONTRACTUAL ATTORNEY FEES	560.00

VENDOR TOTAL: 560.00

SEHI COMPU	SEHI COMPUTER PRODUCTS, INC	01/16/2020	I00198685	GEN	BUILDING DEPT COMPUTER REPLACEMENT	
85620	2930 BOND ST	02/11/2020		N		887.00
01/16/2020	ROCHESTER HILLS MI, 48309	/ /	0.0000	N		0.00
		02/11/2020		N		887.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-371-980.004	EQUIP /COMPUTER HARDWARE	887.00

SEHI COMPU SEHI COMPUTER PRODUCTS, INC 01/31/2020 I00199580 GEN ASSESSING REPLACEMENT LAPTOP

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		
85771	2930 BOND ST	02/11/2020		N		1,201.51
01/31/2020	ROCHESTER HILLS MI, 48309	/ /	0.0000	N		0.00
		02/11/2020		N		1,201.51

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-191-980.005	EQUIP / COMPUTER SOFTWARE	1,201.51

VENDOR TOTAL: 2,088.51

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
SEMCOG	SEMCOG	01/24/2020	INV00077	GEN	2020 SEMCOG MEMBERSHIP	
85693	1001 WOODWARD AVE	02/11/2020		N		1,247.00
	SUITE 1400					
01/24/2020	DETROIT MI, 48226	/ /	0.0000	N		0.00
		02/11/2020		N		1,247.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-101-840.000	DUES & MEMBERSHIPS	1,247.00

VENDOR TOTAL: 1,247.00

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
SITEONE	SITEONE LANDSCAPE SUPPLY	01/31/2020	96728331-001	GEN	ICE MELT	
85694	24110 NETWORK PLACE	02/11/2020		N		404.25
01/09/2020	CHICAGO IL, 60673-1241	/ /	0.0000	N		0.00
		02/11/2020		N		404.25

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-775.006	MAINTENANCE SUPPLIES / PARKS	404.25

VENDOR TOTAL: 404.25

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
SPARTAN TI	SPARTAN TIRE & SERVICE CENTER	01/31/2020	44553	GEN	MOUNT TIRES FOR UNIT #315	
85757	716 S MICHIGAN AVE	02/11/2020		N		80.00
01/03/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		80.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
640-441-930.006	REPAIR & MAINT. VEHICLES	80.00

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
SPARTAN TI	SPARTAN TIRE & SERVICE CENTER	01/31/2020	44554	GEN	PATROL TIRES FOR STOCK	
85756	716 S MICHIGAN AVE	02/11/2020		N		626.00
01/03/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		626.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
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Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		
01/17/2020	AUSTIN TX, 78757-1221	/ /	0.0000	N		0.00
		02/11/2020		N		2,093.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-172-727.000	OFFICE SUPPLIES	2,093.00

VENDOR TOTAL: 2,093.00

STAPLES	STAPLES	01/31/2020	3436680905	GEN	OFFICE SUPPLIES	
85743		02/11/2020		N		102.16
	P.O. BOX 660409					
01/31/2020	DALLAS TX, 75266-0409	/ /	0.0000	N		0.00
		02/11/2020		N		102.16

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-564-727.000	OFFICE SUPPLIES	102.16

STAPLES	STAPLES	01/31/2020	3436680906	GEN	OFFICE SUPPLIES	
85742		02/11/2020		N		56.58
	P.O. BOX 660409					
01/31/2020	DALLAS TX, 75266-0409	/ /	0.0000	N		0.00
		02/11/2020		N		56.58

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-564-727.000	OFFICE SUPPLIES	56.58

VENDOR TOTAL: 158.74

TCAA	TCAA	02/04/2020	2020	GEN	MEMBERSHIP FEES	
85696	C/O GENESEE COUNTY EQUALIZATION DEP	02/11/2020		N		10.00
	1101 BEACH ST SUITE 206					
02/04/2020	FLINT MI, 48502	/ /	0.0000	N		0.00
		02/11/2020		N		10.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-191-840.000	DUES & MEMBERSHIPS	10.00

VENDOR TOTAL: 10.00

THE HOME	THE HOME DEPOT	01/23/2020	31718	GEN	SUPPLIES	
85701	DEPT 32-2501386647	02/11/2020		N		109.43
	P.O. BOX 78047					
01/23/2020	PHOENIX AZ, 85062-8047	/ /	0.0000	N		0.00
		02/11/2020		N		109.43

Open

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.000	MAINTENANCE SUPPLIES	109.43

THE HOME	THE HOME DEPOT	01/31/2020	60115	GEN	GREASE LINE	
85702	DEPT 32-2501386647	02/11/2020		N		104.36
	P.O. BOX 78047					
01/10/2020	PHOENIX AZ, 85062-8047	/ /	0.0000	N		0.00
		02/11/2020		N		104.36

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-564-930.007	REPAIR & MAINT - PLANT	104.36

THE HOME	THE HOME DEPOT	01/31/2020	72581	GEN	CEMENT - FLOOR DRAIN CONE ROOM	
85745	DEPT 32-2501386647	02/11/2020		N		113.95
	P.O. BOX 78047					
01/31/2020	PHOENIX AZ, 85062-8047	/ /	0.0000	N		0.00
		02/11/2020		N		113.95

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-931.000	BUILDING MAINTENANCE	113.95

VENDOR TOTAL: 327.74

LINCOLN NA	THE LINCOLN NATIONAL LIFE INSURANCE	01/22/2020	FEB2020	GEN	LIFE / DISABILITY INSURANCE	
85614	P.O. BOX 0821	02/11/2020		N		4,715.47
01/22/2020	CAROL STREAM IL, 60132-0821	/ /	0.0000	N		0.00
		02/04/2020		N		4,715.47

PD CK# 92490 02/04/2020

GL NUMBER	DESCRIPTION	AMOUNT
101-000-081.001	DUE FROM REC AUTHORITY	310.24
101-000-081.000	DF OTHER GOVERNMENT UNITS	363.90
101-290-714.002	EMP DISABILITY / LIFE INSURANCE	4,041.33
		4,715.47

VENDOR TOTAL: 4,715.47

THE UPS	THE UPS STORE	01/31/2020	76138	GEN	WATER SAMPLES	
85695	4337 E GRAND RIVER AVE	02/11/2020		N		10.94
01/23/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		02/11/2020		N		10.94

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-804.000	CONTRACTUAL SERVICES	10.94

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		

VENDOR TOTAL: 10.94

TIDEWATER	TIDEWATER PRODUCTS INC	01/31/2020	6033	GEN	POLYMER FOR BIOSOLIDS	
85758	P.O.BOX 23181	02/11/2020		N		3,778.50
01/14/2020	TOLEDO OH, 43623	/ /	0.0000	N		0.00
		02/11/2020		N		3,778.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-564-775.004	CHEMICALS	3,778.50

VENDOR TOTAL: 3,778.50

TROY CLEAN	TROY CLEANERS COMPANY	01/30/2020	DEC2019	GEN	UNIFORM CLEANING - DEC 2020	
85697	6020 FENTON RD	02/11/2020		N		464.25
01/30/2020	FLINT MI, 48507	/ /	0.0000	N		0.00
		02/11/2020		N		464.25

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-301-741.002	UNIFORMS/CLEANING/ RENTAL	464.25

VENDOR TOTAL: 464.25

TRUCK & TR	TRUCK & TRAILER SPECIALTIES, INC.	01/31/2020	HR0005598	GEN	FIX SALT SPREADER CONTROL	
85759	3286 HANNA LAKE IND PK DR	02/11/2020		N		1,998.75
01/10/2020	DUTTON MI, 49316	/ /	0.0000	N		0.00
		02/11/2020		N		1,998.75

Open

GL NUMBER	DESCRIPTION	AMOUNT
640-441-930.006	REPAIR & MAINT. VEHICLES	1,998.75

VENDOR TOTAL: 1,998.75

UNIVAR	UNIVAR USA INC	01/31/2020	DT842765	GEN	PLANT CHEMICALS	
85760	13009 COLLECTIONS CENTER DR	02/11/2020		N		975.88
01/20/2020	CHICAGO IL, 60693	/ /	0.0000	N		0.00
		02/11/2020		N		975.88

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.004	CHEMICALS	975.88

VENDOR TOTAL: 975.88

US BNK-970	US BANK ST PAUL	01/15/2020	1535702	GEN	CITY HALL FINAL BOND PAYMENT	
85633	CM-9705	02/11/2020		N		153,037.50
	P.O. BOX 70870					

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		
01/15/2020	SAINT PAUL MN, 55170	/ /	0.0000	Y		0.00
		02/11/2020		N		153,037.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
353-906-991.000	PRINCIPAL	150,000.00
353-906-995.000	INTEREST	3,037.50
		<u>153,037.50</u>

VENDOR TOTAL: 153,037.50

USA BLUEBK	USA BLUEBOOK	01/31/2020	107592	GEN	REPLACE SOAP DISPENSERS	
85763	P O BOX 9004	02/11/2020		N		305.86
01/07/2020	GURNEE IL, 60031-9004	/ /	0.0000	N		0.00
		02/11/2020		N		305.86

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-564-727.000	OFFICE SUPPLIES	305.86

USA BLUEBK	USA BLUEBOOK	01/31/2020	125840	GEN	MANHOLE LIFTER PRESSURE RECORDER	
85762	P O BOX 9004	02/11/2020		N		1,419.58
01/24/2020	GURNEE IL, 60031-9004	/ /	0.0000	N		0.00
		02/11/2020		N		1,419.58

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-536-970.000	CAPITAL OUTLAY / EQUIPMENT	823.91
591-536-740.004	OPERATING SUPPLIES / TOOLS	595.67
		<u>1,419.58</u>

USA BLUEBK	USA BLUEBOOK	01/31/2020	125984	GEN	CHART PAPER AND ADAPTER	
85761	P O BOX 9004	02/11/2020		N		188.95
01/24/2020	GURNEE IL, 60031-9004	/ /	0.0000	N		0.00
		02/11/2020		N		188.95

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-536-740.004	OPERATING SUPPLIES / TOOLS	188.95

VENDOR TOTAL: 1,914.39

PERF/BONDS	VINCE, BRANDON	01/24/2020	PB18-097/-098	GEN	ESCROW RELEASE 613 W SIBLEY ST	
85699	613 W SIBLEY ST	02/11/2020		N		1,400.00
01/23/2020	HOWELL MI, 48843	/ /	0.0000	Y		0.00
		02/11/2020		N		1,400.00

Open

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		

GL NUMBER	DESCRIPTION	AMOUNT
101-000-283.000	DEV ESCROW	1,400.00

VENDOR TOTAL: 1,400.00

TOTAL - ALL VENDORS: 691,882.09



February 5, 2020

TO: HOWELL CITY COUNCIL

RE: United States Post Office
Douglas Heins Letter of January 22, 2020

On January 27, 2020, Douglas Heins' letter of January 22, 2020 was on the City Council Agenda for discussion. Mr. Heins addressed the City Council, briefly, on that date, to add the Inspector General's Report Number DR-AR-14-008, dated September 2, 2014, to his correspondence. A response was to be generated from my office to Mr. Heins. The response was to be made available to City Council. Erv Suida, the City's Interim City Manager, believed that this should be made an agenda item for Council's meeting on February 10, 2020.

Initially, I want to thank Mr. Suida and Tim Schmitt for compiling the bulk of the information raised in Mr. Heins' letter. They are aware of the answers relative to the concerns raised by him.

The following shows the key points in Mr. Heins' letter, with my response in bold print.

Mr. Heins wrote:

1. Failure to follow Federal Regulations

CFR 39 Part 241 requires the USPS to hold a public hearing for comment on a SPECIFIC site for relocation. On July 22, 2019 the USPS attend a City Council meeting for suggestions on *possible* relocation sites that are 3 acres in size. At this meeting USPS had no specific relocation site identified.

As per CFR 39 Part 241 241.4 Cl(i)(A)2 and Cl(i)(B) for Relocating Retail

Services:

(i) If the proposal concerns relocation, then the Postal Service will:

(A) Discuss the reasons for relocating;

*(B) Identify **the site or area** to which the Postal Service anticipates relocating the retail services; and*

*(C) Describe the anticipated size of the retail service facility for the relocated retail services, and the anticipated services to be offered at **such site or in such area**. (The Postal Service may identify more than one potential relocation site or area, for example, when the Postal Service has not selected among competing sites.) *Emphasis added by City Attorney.**

Clearly USPS at the July 22nd meeting to Council DID NOT identify any site for a specific location. They only asked the City's help in locating future sites. Since no sites were identified, this triggers and other part of the Federal Regulations.

As per CFR 39 CFR Part 214.4 Cl(i)(B)(5): Subsequent site identification.

After the public meeting under paragraph (c){3} of this section, if the Postal Service decides to use a site or area that it did not identify at the public meeting, and this Section applies with respect to such new site or area, then the Postal Service will undertake the steps in paragraphs (c)(2) through (4) of this section with regard to the new site or area.

Therefore, before the City proceeds any further, the USPS is required by federal regulation to conduct another public hearing on all proposed locations for consideration to provide public input into the pro and cons of each identified site location is considered.

The City must suspend any further activities on the proposed Fire Hall Property until the USPS has conducted the second public comment period as required by law.

RESPONSE:

Attached is a copy of the letter from the Postal Service dated March 5, 2019, which was reviewed by City Council on July 22, 2019. The minutes to that meeting are attached as well, both as Exhibit A. The letter was in the Council packet and the presentation that was made is reflected in the minutes. According to the letter and 39 CFR Part 214.4, the public meeting and 30 day comment period requested by the Postal Service was to inform and take comment on the need to relocate and construct a New Construction Owned (NCO) building and continue to provide retail and Delivery to the Community. Additionally, as is noted in the lines in Mr. Heins' letter

and emphasized by me, the hearing was to identify “*the site or area*” that the Postal Service was interested in. The first sentence of the letter states “*to a yet to be determined location near the downtown area.*” The Postal Service satisfied the requirement by stating the area it was seeking to relocate, i.e., near the downtown area. Under the regulation, this is all that’s required. Another hearing is not necessary in this instance. As an aside, 39 CFR 214.4 was amended on February 15, 2015. The rule cited by Mr. Heins has been changed, although the same requirements remain under this section remain. Please See Exhibit B.

2. Potential USPS Locations Identified without Transparency

After the USPS request of July 22nd, the city sent a letter on August 8th to the USPS with six potential sites identified by the City and was transmitted to the USPS without City Council approval. A search of City Council minutes and packets cannot find any Council approval for these selected sites. A FOIA request discovered this information was provide to City Council in "Off Week" Packets on July 31st and not made available to the public. Please be advised the deliberation and considered sale of any City property must be made in open session. This Open Meeting requirement was affirmed by the Michigan Attorney General:

Opinion No. 5284

March 21, 1978 OPEN MEETINGS ACT:

Purchase of real property

*A public body **may not** hold a closed session for the purpose of discussing the disposition of real property by sale or lease.*

Since the property site selection information was required to be presented in a public hearing it appears there may be a violation of the Open Meetings Act since the potential sale of considered properties were not placed on subsequent Council meeting agendas to discuss.

So, how did City Council approve the considered sites to share with the USPS in the August 8th letter?

RESPONSE:

Frankly, this is a non-issue. There has been no closed session regarding any sales of property to the Postal Service or anyone else. Council is aware that such a sale can only be discussed in open session. However, there has been no sale, offer or other interest regarding that property which hasn’t been revealed in open session. City staff provided the Postal Service with Potential Areas (both public and private

property) to consider for relocation to keep the current postal service in our community. This was clearly the direction from those in attendance at the meeting, and from Mayor and Council. City staff, based on direction from that meeting, shared locations discussed at that meeting and other locations that, in their opinion, could accommodate the Postal Service and may be considered. Staff has done nothing more than provide information to the Postal Service, along with seeking additional information from it on the intent and potential opportunities. As a result, there has been no violation of the Open Meetings Act.

3. Zoning Compliance and Master Plan

The Fire Hall property proposal is not in compliance with the City's Master plan. This governing document determines the future of Howell and a road map for thoughtful growth. It provides the guiding values, framework and vision for the development of the City. Nowhere in the Master plan does it promote the development along the West Grand River corridor for a package delivery service.

The property around the Fire Hall and the adjoining residential area is zoned R2. The Master plan does not call for a parcel delivery type service in this area. Years ago, the post office was for letters and a few packages. Their business model has changed and are now heavily invested as a final point for the internet package (AMAZON) delivery economy. What makes the USPS any more different today than a FedEx or UPS retail outlet? They are now the same.

This considered area is not, as per the Master Plan, to be zoned to be commercial retail property.

The Master Plan for West Grand River states, "**The City would like to see the large open space areas preserved**" and to be "**low impact development**". Considering a distribution center type building in this open space is a clear rejection of the Master Plan.

The City must provide public justification for rejecting the Master Plan guidance.

RESPONSE:

With all due respect, the opinion of Mr. Heins in this regard is in error. The Master Plan for this area ,which Plan is on the City's Website, calls for this area of West Grand River west of Browning Street as an "Employment District" along with Catrell & Sutton Streets, McPherson Park Drive and Lucy Road. The sale of this property to support a Community Post Office would be in line with the guiding values,

and the uses as identified in the Master Plan. No interpretation is required, this use would fit perfectly within that property and be in direct compliance with the Master Plan. I have attached pertinent copies of the Master Plan from pages 102 through 112 as Exhibit C. Please review, specifically, the map on page 107. Additionally, maps on pages 15 and 24 are attached as Exhibit D, showing the employment district containing the proposed property.

4. Environmental Impact

- Why would the City consider this location to be any better to manage additional traffic and noise?
- Why would the City want to have trucks loading and unloading at night behind a residential area?
- Why is there no buffer zoning between this commercial building and the residential area?
- What public selection process occurred discussing the pros and cons of the proposed properties?
- What has the City done to determine the reduction of adjacent residential property values if this location is used?
- The USPS requested a need for 3 acres, why is the City considering selling 7 areas of green space?
- Why would the City wish to have additional eastern and southern traffic drive through downtown when the center of growth is to the East?
- What consideration has been made for traffic shortcutting through residential areas to the south to avoid the traffic lights Downtown?
- What consideration was given to the change of traffic patterns as vehicles north of Howell will shortcut drive through residential areas to reach the proposed Post Office?
- What consideration has been made to avoid additional flooding and sewer backup for the southern residential properties?

RESPONSES:

Initially, my recollection of this site, which has been confirmed by City Staff, was a subject of inquiry by some on City Council, during the 2013 budget work sessions to consider the sale of city owned, unused vacant property for additional revenue and to reduce or eradicate such maintenance from the City's budget. Until that time occurs, this property (as well as other properties owned by the City) is

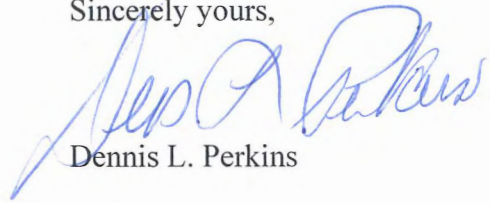
mowed regularly during the summer and the sidewalks are maintained during the winter. In answer to this item, I offer the following:

- **This property fronts Grand River Avenue, a/k/a Business Loop 96 and is a MDOT all season truck route with Direct access to multiple I-96 on and off ramps.**
- **The City is aware of no changes in the operation from the existing postal location to the new location, once determined. A change of the business model of the Postal Service, as emphasized in Item 3, above, is a speculative statement, at best.**
- **The City expects the location and use will meet the aspects of the zoning ordinance.**
- **There is absolutely no evidence supporting the claim that property values would be impacted by this use that fronts Grand River. As a reminder to Council, the southerly areas of Browning-Braeview and Heather Heath border the CSX railroad track and the City Industrial park across the tracks. I'm not aware of devaluation of those particular properties.**
- **The Postal Service needs additional space on this site to handle storm water management and screening improvements recommended by staff. It is aware of the issues and wants to be good neighbors. It is aware of buffering concerns from other sites it has worked on.**
- **Most of the traffic impact questions are speculative. It should be noted that ingress and egress to this site will only take place on the Grand River trunkline. Unlike the current post office no side streets, connecting to neighborhoods, would exist with this plan.**
- **Staff is viewing this improvement as an opportunity to control existing flooding areas during significant rain events by incorporating a comprehensive storm water management plan for this location.**
- **Mr. Suida has informed me that he has received telephone calls of support for such a project since the issue arose in July, 2019.**

In conclusion, it is my opinion that the City has complied with all ordinances and state laws relative to the issue of a proposed sale of real property, and that the City has complied with matters applicable to the City by the Code of Federal Regulations. If objections

against the Postal Service, itself, for a violation of 39 CFR 241.4 continue, whoever is making the objections must make those to the Postal Service. The City has no jurisdiction over the Postal Service.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Dennis L. Perkins", is written over the typed name below.

Dennis L. Perkins

DLP
Enclosures

cc Ervin Suida
Timothy Schmitt

EXHIBIT A



March 5, 2019

City of Howell
Mayor Nick Proctor
611 E. Grand River Avenue
Howell, MI 48843

RE: Howell, MI – Main Post Office currently located at 325 S. Michigan Ave.,
Howell, MI 48843-9998

Dear Mayor Nick Proctor;

The United States Postal Service (USPS) will be relocating the Howell, MI – Main Post Office (MPO) to a yet-to-be determine location near the downtown area. The Howell MPO is space deficient and overcrowded, due to the area current and projected parcel and delivery growth. There was several alternatives examined to resolve this problem. The final recommendation was granted for the Postal Service to construct a New Construction Owned (NCO) Building to continue to provide Retail and Delivery to the Community.

The “Relocation Project” will consist of relocation, renovating and preparing the new location for use as the Howell, MI – MPO to house the “Retail and Delivery” services. The Post Office services will continue at the Howell, MI - Main Post Office until the new facility is operational.

In undertaking this project, the Postal Service must complete a process in 39 CFR 241.4 for soliciting and considering input from the community and local officials. As we are at the beginning of the process, I would like to briefly summarized the project with you prior to the public meeting to address any of your questions, USPS relocation, outline the proposal that is under consideration, explained our process for soliciting and considering input from the community, and ask for input from you and other local officials about the proposal.

Additionally, we requests an opportunity for the USPS Postal Service presentation be placed on the upcoming City/Township Council Agenda scheduled for the first available meeting date available or provide a list of future meeting periods. The Postal Service will advertise the date, time and location in a local news media 15 days prior to the public meeting . The public meeting date, time and location will be posted in the Post Offices’s Public Lobby.

At the public meeting, the Postal Service Team will again identify the discuss the needs and decisions to relocate the Postal Services, outline the proposal to meet the needs for relocation, invite questions, solicit written input on the proposal, and provide an address to which the community and local officials may send written appeals of the tentative decision and comments on the proposal for a period of 30 days following the public meeting.

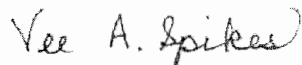
Because the proposal concerns "Retail" relocation, we also will: (1) discuss the reasons for relocating; (2) identify the potential sites or areas, or both, to which the Postal Service anticipates relocating the Retail Services; and (3) describe the anticipated size of the facility for the relocation, and the services to be offered at the new location.

After the 30-Day Comments and Appeals Period, the Postal Service will consider the comments and appeals received that identify the reasons why the Postal Service tentative decision and proposal is, or is not, the optimal solution for the identified requirement. Following this consideration, the Postal Service will make a final decision to proceed with, modify, or cancel the proposal. The Postal Service will inform you in writing of its final decision, send an initial news release announcing the final decision to the local news media and post a copy of the information in the public lobby of the Post Office. Action will be taken for the Postal Service to implement this final decision.

If the Postal Service decides to use a site or area that we did not identify at the public meeting, our regulation requires the Postal Service return to the public meeting stage of the process to make a new presentation regarding the new site or area.

The USPS requests your support to establish a public meeting date, time and location to allow the USPS to move forward with this project. We look forward to working with you and your staff as this project develops. If you have any suggestions, questions, need additional information, please contact me directly at 309-664-4627 or email at vee.a.spikes@usps.gov.

Sincerely,



Vee A. Spikes, Real Estate Specialist
Facilities Implementation Team
United States Postal Service

Temporary Address:
1211 Towanda Ave., Room 135
Bloomington, IL 61701
Telephone: 309/664-4627; Fax: 630/295-6210
Email: vee.a.spikes@usps.gov

7. **PRESENTATION – UNITED STATES POSTAL SERVICE, PROPOSED RELOCATION OF HOWELL POST OFFICE**

Mayor Proctor stated that the City had received a letter from the United States Postal Service stating that they were intending to expand and relocate the Howell Post office. He indicated that post office representatives were in attendance and introduced Vee Spikes.

Mr. Spikes, USPS Regional Real Estate Manager, thanked Mayor and Council. He referred to the letter that he had distributed regarding the potential relocation noting that: the Post Office must come before City Council in a public setting when they plan to relocate their retail space; they received approval from the Great Lakes District office to relocate due to growth in the community; they are seeking a building with 17,000 square feet of retail and delivery space and approximately three acres of purchasable land; the Post Office is required to give the public 30 days to communicate regarding the anticipated change; after 30 days the findings will be compiled and sent to the post office legal team; and a final decision letter will be forwarded to the Mayor.

Discussion followed regarding the three acre parcel requirement; the need for a single story facility on flat land with a frontage road; site evaluation based on cost, site location, traffic and ordinances; and vehicular parking needs. Mr. Spikes noted that representatives had visited several locations in the City, but they did not adequately meet the requirements. City Attorney Dennis Perkins inquired about the recent congressional resolution to rename the building and if that would be maintained. Mr. Spikes responded that it would be possible but would need congressional approval. Nancy Sauvage, 2690 Golf Club Road, Howell, asked if demolition and construction of a new building would be an option and Bruce Adams replied that the post office would need to receive the offer from the landowner and would review every option and offer received. Aaron Currie, Statewide Real Estate, 1285 S. Michigan Ave. asked about the property that the post office is seeking. Mr. Spikes stated that information could be emailed to him at the address listed in the letter that he provided.

8. **APPROVED – ORDINANCE AMENDMENTS:**

A. Ordinance No. 925, Amend Chapter 1610, Fire Prevention Code.

MOTION by Lobur, SUPPORT by Ellis, "To adopt Ordinance No. 925 amending Chapter 1610, Fire Prevention Code." MOTION CARRIED (7-0).

B. Ordinance No. 926, Amend Chapter 1612, Damages/Permits/Fees.

MOTION by Ellis, SUPPORT by Ambrose, "To adopt Ordinance No. 926 amending Chapter 1612, Damages, Permits and Fees." MOTION CARRIED (7-0).

C. Ordinance No. 927, Amend Chapter 1614, Fireworks.

MOTION by Manor, SUPPORT by Ellis, "To adopt Ordinance No. 927 amending Chapter 1614, Fireworks." MOTION CARRIED (7-0).

EXHIBIT B

U.S. CODE OF FEDERAL REGULATIONS

Regulations most recently checked for updates: Feb 06, 2020

All Titles (/regulations/) > Title 39 (/regulations/title39) > Chapter I (/regulations/title39_chapterI) > Part 241 - ESTABLISHMENT CLASSIFICATION, AND DISCONTINUANCE (/regulations/title39_chapterI_part241)

⊞ View all text of Part 241 [§ 241.1 - § 241.4]
(/regulations/expand/title39_chapterI_part241_section241.4)

§ 241.4 - Relocating retail services; adding new retail service facilities.

(a) *Application.* (1) Except as otherwise provided, this section applies when the Postal Service makes a tentative decision to relocate all retail services from a retail service facility to a separate existing physical building, or to add a new retail service facility for a community. As used in this section, “retail services” means the single-piece mail services offered to individual members of the public on a walk-in basis at a retail service facility, and a “retail service facility” is a physical building where Postal Service employees provide such retail services.

(2) The rules of this paragraph (a)(2) apply to temporary additions of retail service facilities, temporary or emergency relocations of retail services, and to provisional relocations of retail services.

(i) The Postal Service may implement temporary additions or relocations without undertaking the process in paragraph (c) of this section when necessary to support Postal Service business for holidays, special events, or overflow business. Temporary additions and relocations normally will be limited to 180 days in duration. Any additional incremental time periods of up to 180 days each must be approved by the vice president, Facilities or his designee.

(ii) The Postal Service may implement emergency relocations without first undertaking the process in paragraph (c) of this section when the Postal Service determines relocation is required to protect Postal Service business due to events such as earthquakes, floods, fire, potential or actual OSHA violations,



GOVREGS (1)
emergency relocation

safety factors, environmental causes, other business disrupting events, or as necessary to protect employees, customers, or the security of the mail. Following an emergency relocation, as soon as the Postal Service determines it is feasible to identify the long-term location for the retail services, the Postal Service will make a tentative decision to remain in the emergency relocation site on a long-term basis, to return to the original retail service facility (if feasible), or to relocate to another site. Unless the decision is to return to the original retail service facility, the Postal Service then will follow the process in paragraph (c) of this section with respect to collecting and considering community input on a proposal to implement that decision.

(iii) The Postal Service may implement provisional relocations in connection with lease terminations or expirations, or in connection with a lessor exercising a right to require the Postal Service to move to alternate premises, when the Postal Service has not already undertaken the process in paragraph (c) of this section for such relocations. Not later than 180 days following a provisional relocation, the Postal Service will make a tentative decision to remain in the provisional relocation site on a long-term basis or to relocate to another site. After that decision, the Postal Service will follow the process in paragraph (c) of this section with respect to collecting and considering community input on a proposal to implement that decision.

(3) This section applies to tentative decisions described in paragraphs (a)(1) and (a)(2) made on or after March 23, 2015. The rules under § 241.4 (/regulations/39/241.4) in effect prior to that date shall apply to projects described in paragraph (a) of this section undertaken prior to that date.

(b) *Purpose.* The purpose of this section is to provide opportunities for community members and their elected local officials to appeal Postal Service tentative decisions described in paragraphs (a)(1) and (a)(2) of this section and to give input on proposals for implementing those decisions (each a “proposal”), and to require the Postal Service to consider any appeals and input in arriving at final decisions to proceed with, modify, or cancel proposals.

(c) *Collecting and considering community input.* When the Postal Service makes a tentative decision described in paragraphs (a)(1) and (a)(2) of this section, a Postal Service representative will take the following steps:

(1) *Identify the community and engage local elected officials.* The Postal Service representative will identify the community the Postal Service anticipates would be affected by implementing the proposal, taking into account such factors as the Postal Service determines are appropriate for the proposal. The Postal Service representative then will deliver to one or more local elected public officials a written outline of the proposal and offer to discuss the proposal with them. The Postal



Service representative may elect to conduct that discussion either in person or using any other appropriate communication tool, including electronic communications. If the officials accept the offer, then the Postal Service representative will identify the need and outline the proposal that is under consideration to meet it, explain the process by which the Postal Service will solicit and consider input from the affected community, and solicit input from the local officials regarding the proposal.

(2) *Notify the community and arrange for public presentation.* The Postal Service will send an initial news release outlining the proposal to one or more news media serving the community and, if the community has a retail service facility, then the Postal Service also will post a copy of the information given to local officials or the news release in the public lobby of that retail service facility. If the proposal concerns relocating retail services from a leased facility, then, using the most current notice address information in the Postal Service's file for the site, the Postal Service will deliver to the lessor a copy of the information given to local officials, provided, however, that no such notice will be required when the lessor has terminated the Postal Service's lease or has declined to renew the Postal Service lease on terms acceptable to the Postal Service. Additionally, the Postal Service representative will ask the local officials to place a Postal Service presentation of the proposal on the regular agenda of the next scheduled public meeting, or will schedule a separate Postal Service public meeting concerning the proposal. At least 15 days prior to the meeting, the Postal Service will advertise the date, time, and location of the public meeting in a local news medium and, if the community has an existing retail service facility, then the Postal Service also will post in the public lobby of that retail service facility a notice of the date, time, and location of the public meeting.

(3) *Present the proposal to the community.* At the public meeting, the Postal Service will identify the need, e.g., to replace an expiring lease or to serve a new population center; identify the tentative decision, e.g., to relocate retail services or add a retail service facility; outline the proposal to meet the need; invite questions; solicit written input on the proposal; and provide an address to which the community and local officials may send written appeals of the tentative decision and comments on the proposal for a period of 30 days following the public meeting. Under exceptional circumstances that would prevent a Postal Service representative from attending or conducting a public meeting to present the proposal within a reasonable time, the Postal Service, in lieu of a public meeting, will mail written notification of the tentative decision and the proposal to customers within the community and post a notice of the proposal in the retail service facility that would be affected by the proposal, seeking their written input on the proposal and providing an address to which the community and local officials may send written appeals of the tentative

decision and comments on the proposal during the 30 days following that notification. An example of exceptional circumstances would be a proposal that would be implemented in a sparsely populated area remote from the seat of local government or any forum where the public meeting reasonably could be held.

(i)(A) If the proposal concerns relocation, then the Postal Service will:

- (1) Discuss the reasons for relocating;
- (2) Identify the site or area, or both, to which the Postal Service anticipates relocating the retail services; and
- (3) Describe the anticipated size of the retail service facility for the relocated retail services, and the anticipated services to be offered at that site or in that area.

(B) The Postal Service may identify more than one potential relocation site and/or area, for example, when the Postal Service has not selected among competing sites.

(ii)(A) If the proposal concerns adding a new retail service facility for a community, then the Postal Service will:

- (1) Discuss the reasons for the addition;
- (2) Identify the site or area, or both, to which the Postal Service anticipates adding the retail service facility;
- (3) Describe the anticipated size of the added retail service facility, and the anticipated services to be offered; and
- (4) Outline any anticipated construction (e.g., of a stand-alone building or interior improvements to an existing building (or portion thereof) that will be leased by the Postal Service).

(B) The Postal Service may identify more than one potential site and/or area, for example, when the Postal Service has not selected yet among competing sites.

(4) *Consider comments and appeals.* After the 30-day comment and appeal period, the Postal Service will consider the comments and appeals received that identify reasons why the Postal Service's tentative decision and proposal (e.g., to relocate to the selected site, or to add a new retail service facility) is, or is not, the optimal solution for the identified need. Following that consideration, the Postal Service will make a final decision to proceed with, modify, or cancel the proposal. The Postal Service then will inform local officials in writing of its final decision and send an initial news release announcing the final decision to local news media. If the community has a retail service facility, then the Postal Service also will post a copy of the information given to local officials or the news release in the public lobby of that retail service facility. The Postal Service then will implement the final decision.

GOVREGS
(5) *Identify any new site or area.* After the public meeting under paragraph (c)(3) of this section, if the Postal Service decides to use a site or area that it did not identify at the public meeting, and this section applies with respect to that new site or area, then the Postal Service will undertake the steps in paragraphs (c)(2) through (4) of this section with regard to the new site or area.

(d) *Effect on other obligations and policies.* (1) Nothing in this section shall add to, reduce, or otherwise modify the Postal Service's legal obligations or policies for compliance with:

(i) Section 106 of the National Historic Preservation Act, ([/uscode/16/470](#))16 U.S.C. 470 ([/uscode/16/470](#)),Executive ([/uscode/16/Executive](#)),and ([/uscode/16/and](#));



(ii) 39 U.S.C. 404 ([/uscode/39/404](#))(d) and 39 CFR 241.3 ([/regulations/39/241.3](#)); or

(iii) 39 U.S.C. 409 ([/uscode/39/409](#))(f);

(2) These are independent policies or obligations of the Postal Service that are not dependent upon a relocation or addition of a retail service facility.

[80 FR 9193, Feb. 20, 2015]

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EXHIBIT C

WEST GRAND RIVER AREA

Summary and Analysis

The West Grand River Area was identified as an area of study for the 2015 Master Plan Update. Grand River Avenue functions as a gateway and one of the major thoroughfares for the City of Howell. The West Grand River Area plan was initiated by the City's desire to improve the form and function of this essential corridor. The general vision is to maintain the open space of large sites, enhancing circulation and safety, and promoting infill development that provides age-friendly third places. The corridor should connect with the senior community and the teenage society, creating authentic destinations for congregating and creating meaningful connections to each other and the community. There is an emphasis on promoting and expanding non-motorized facilities, pedestrian crossings, and the Crosstown Trail.

Location

The West Grand River Area contains 139 acres of land on the west side of the City, adjacent to Howell Township. The study area includes only the front portions of several larger sites including Howell Public School campus and Livingston County properties. Along with Highland Road (M-59) to the north, West Grand River functions as a gateway to the community from Lansing and Fowlerville to the west. It is close to the Livingston County airport and the I-96 business loop exit. The south branch of the Shiawassee River travels along the City boundary, just west of the study area.

Guiding Values

In addition to the principal Guiding Values identified in the chapter introduction, the following Guiding Values are also significant to the development of the West Grand River Area.

Howell is the center of activity and culture.

- We promote special events, activities and opportunities for public participation that create a unique sense of place.
- We offer a vibrant downtown with year-round activities for all ages, including a wide variety of shopping and dining options.
- Our walkable environment, recreational opportunities, natural amenities, and variety of community groups contribute to our quality of life.
- Our unique events bring visitors to Howell.
- Our special events are part of our core identity and bring the community together.



Non-Motorized facilities

Existing Land Use

The study area is generally characterized by large parcels, generous open space, and campus-style site development. The area is largely institutional with some multiple family, office, and commercial uses. The institutional uses include Howell Public Schools and Livingston County. The County complex includes the 53rd District County as well as the County jail, animal shelter, sheriff's department, and dog park. Howell High School and Challenger Elementary School are located on the north side of Grand River Avenue. In addition to the institutional uses, there are two large multiple family residential developments. One on the northwest corner of S. Highlander Way and Grand River Avenue, and another on further south on the east side of S. Highlander Way. While more of a medical office use, the Medilodge of Howell offers short-term stay for rehabilitation therapy patients.



Isbell Street pedestrian bridge

Existing Conditions

Distinguishing Features

The West Grand River Area is generally characterized by low density land uses. The south branch of the Shiawassee River passes along the western edge of the City, contributing to the large number of wetlands found within the West Grand River corridor. A significant portion of the Grand River frontage property is undeveloped green space, under public ownership. Much of this property is unlikely to develop. However, the frontage parcels north of Medilodge have significant development potential.

Despite the lower density uses, the area functions as one of the City's major activity centers, primarily due to the presence of the County complex and Howell Public Schools campus. The school campus includes Howell High School, Challenger Elementary School, and Highlander Way Middle School. While the study area is primarily car-oriented, the location of the learning campus and other community facilities place high-priority on safe pedestrian and non-motorized facilities. The corridor provides good access management and also contains the Crosstown Trail pathway. However, there is a lack of strategically placed pedestrian nodes necessary for a successful walkable environment. The area's day-time population is primarily made up of youth, teachers, and County employees. There is a limited number of amenities and dining options in the area outside of VGs in the Township and a few fast food options at the edge of the City

The study area is north of the McPherson Park industrial area, a major employment district for the City and the Howell area. The City has identified an existing subgrade railroad crossing and right-of-way easement along the western portion of the study area which may offer a direct, alternative truck route for the industrial park.



Dog Park



Families at fire department event

Figure 23. East Grand River Area Existing Conditions Map



EXISTING CONDITIONS

-  Study Area
-  Assets
-  Opportunities
-  Challenges



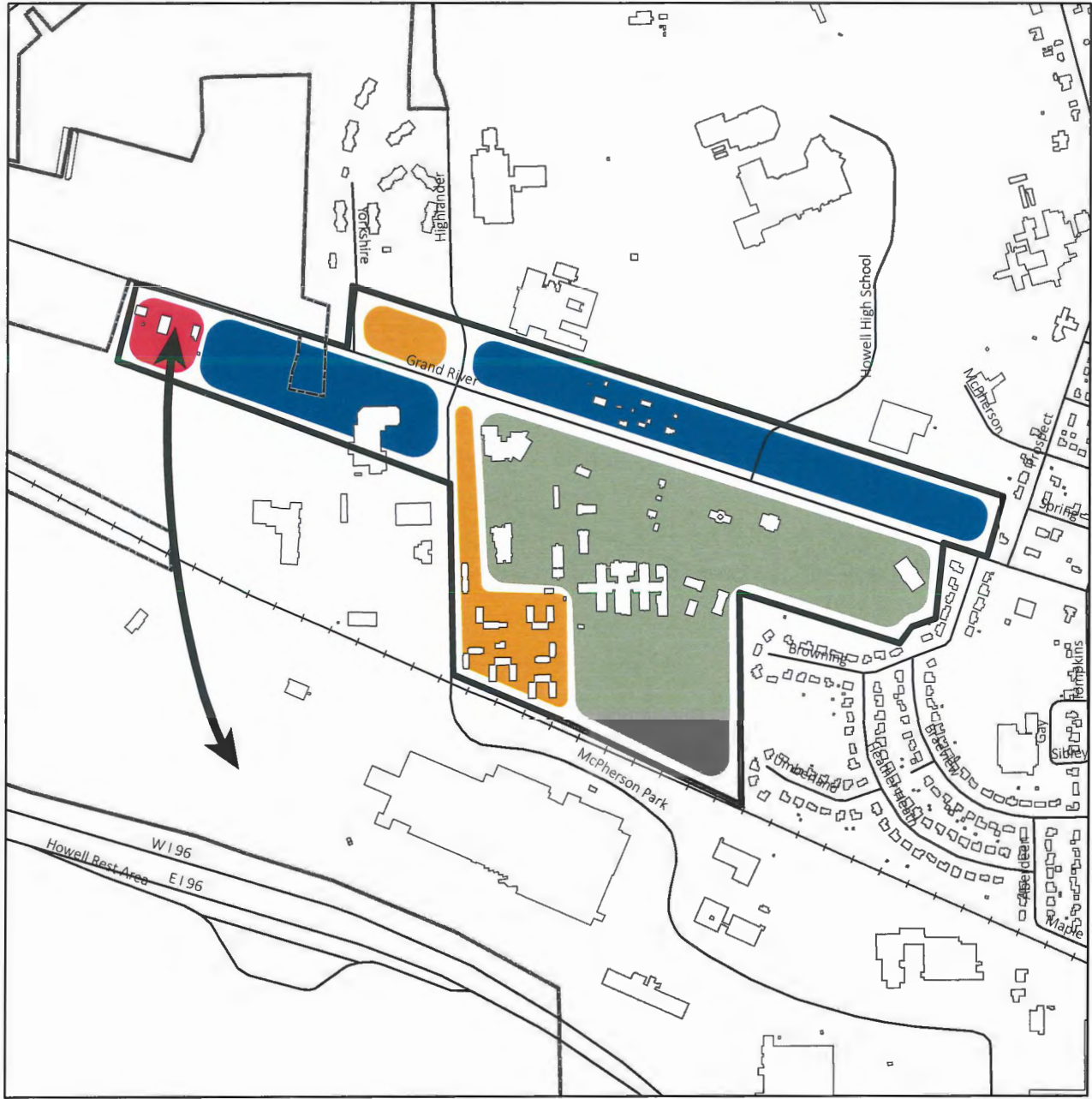
Summary of Area Priorities

Using the community input from the Discover phase and analysis of the study area, the following assets, opportunities, and challenges were identified as area priorities. The map is accompanied by a table. This list of area priorities was used to establish the goals, objections, and actions for the area plan.






Table 17. West Grand River Area Priorities

<i>Assets</i>	1. Livingston County campus
	2. Howell Schools campus
	3. MediLodge and proximity to St. Joseph Hospital
	4. Multiple family neighborhood
	5. Crosstown Trail and connections to M-59 and McPherson Park Driver trails
<i>Opportunities</i>	6. Crosstown Trail activity node and trail head
	7. Existing subgrade railroad crossing for potential expansion within the McPherson Industrial Park development
	8. Frontage property offers redevelopment opportunities
<i>Challenges</i>	9. Wetlands make areas difficult to develop
	10. Low density, auto-dependent environment with a lack of pedestrian amenities and third places
	11. Township islands

Figure 24. East Grand River Area Framework Map



FRAMEWORK ELEMENTS

-  Study Area
-  Multiple Family Neighborhood
-  General Corridor
-  Destination District
-  Employment District





Recommendations

Framework

The City Framework provides a vision for future land use as well as guidance on the character of the built environment. Compared to a traditional Land Use Plan, the Framework elements emphasize a greater mix of uses. Development in the City shall be compatible with existing uses and the overall vision for the area, as determined by the Framework.

The West Grand River Area consists of the following framework elements:

- **Neighborhood** – The area northwest and southeast of the S. Highlander Way intersection will continue as multiple-family neighborhood. The area provides essential housing choice for Howell residents and should be maintained.
- **Corridor** – There is a small grouping of parcel to be developed as general corridor along the western edge of the corridor. This element provides goods and services.
- **District** – A large portion of the West Grand River Area is designated destination district. These properties are owned by Howell Public Schools or Livingston County. This area offers a campus-type setting with large setback and substantial green space. Encouraging the development of more pedestrian destinations will help activate the environment and provide gathering spaces for the day-time population as well as Crosstown Trail users.

Also of significance is the employment district on the south side of Grand River Avenue. This area includes the MediLodge of Howell. The employment district should focus on age-friendly development with a focus on accessibility, wayfinding, and gathering spaces.

Implementation

Planning Objectives

The following Goals, Objectives, and Actions will guide the future development of the study area:

Table 18. West Grand River Area Objectives

Goals	Objective	Action	When
Preserve	Destinations	Maintain and enhance Livingston County complex environment for the benefit of employees and visitors	Ongoing
		Maintain and improve Howell Public Schools facilities to accommodate environmental and community service learning opportunities and ensure safe pedestrian traffic and after-school activities	2-10 years
		Enhance pedestrian nodes along the Crosstown Trail path	2-5 years
Create	Housing diversity	Develop more multiple family	5-10 years
		Expand senior housing and services	2-10 years
	Community pride	Gateway incorporating Crosstown Trail activity node and trail head	2-5 years
		Develop special "third spaces" for teenage and senior populations	5-10 years
	Economic development	Access drive to McPherson Park	NA
		Develop frontage properties to school institutional uses and employment district	2-10 years
Change	Property jurisdiction	Annex township properties	2-5 years



For the Future

The West Grand River Area shall provide a high-quality pedestrian environment for recreation and safe routes to school, complete with destinations (exercise stations, seating areas, stormwater facilities with educational signage, and Crosstown Trail trailheads) and improved crossing (intersection and mid-block).

The City shall encourage age-friendly development which provide services and amenities for a range of users, but particularly seniors. The undeveloped property may also serve the community's need for third places, specifically for teenagers.

The area will maintain an institutional and employment focus; however, there is a need for other compatible uses that support the needs of the day-time and residential populations. Current dining options include VGs grocery in the Township and a few fast food options at the edge of the City. In the future, the pedestrian network should be completed to allow full access to good and services for the area population, which includes a large number of residents who cannot drive, specifically students and seniors.

The West Grand River Area shall promote green infrastructure and low impact development (LID) for new projects. The City would like to see the large open space areas preserved; however, there are opportunities to help activate these areas and the pedestrian environment. As a gateway to the community and an activity center for the community, the City should incorporate student ideas and community art into future streetscape and trail improvements. Youth activities, family fun runs, and other community/charity events are great ways to activate the study area through programming.



Howell High School Memorial Stadium



Historic Downtown



IMPLEMENTATION

Moving Forward

The previous chapters provide the guiding values for the City, the framework for the future and guidance on strategic issues facing the City. Each chapter contained strategies “For the Future”. Many of the strategies are ongoing, some are dependent on others, and yet others are things that the City can start working on immediately. This chapter consolidates the Master Plan strategies into an implementation road map.

Fundamental Steps

The City will implement this Plan in a variety of ways. The City will invest resources – staff time and budget, as available – in the following fundamental steps to achieve the goals of the Master Plan:

- **Zoning ordinance** - Modifications will be made to the zoning ordinance to achieve the goals of this plan. In some cases, additional study will need to be done prior to implementing new zoning standards.
- **Code enforcement** - In some cases, appropriate regulations are already in place, and additional emphasis on code enforcement is needed.
- **Partnerships** - Many of the implementation actions in this plan require the cooperation, resources, and partnership of others. This may include property owners, public agencies, and developers and grant funding sources among others.
- **Administration** - Items that the City has control over and that involve deployment of City resources.

Action Matrix

Each of the implementation strategies described in the previous chapters is consolidated into the Action Matrix below. This matrix, along with the questions and measurables in Chapter 2, provides guidance for all decision-makers to move toward the Guiding Values for the City. Actions are categorized depending on the timeframe and primary method of implementation. Each action is described in more detail in the “For the Future” sections of previous chapters.

EXHIBIT D

Figure 3: Overall Framework Map

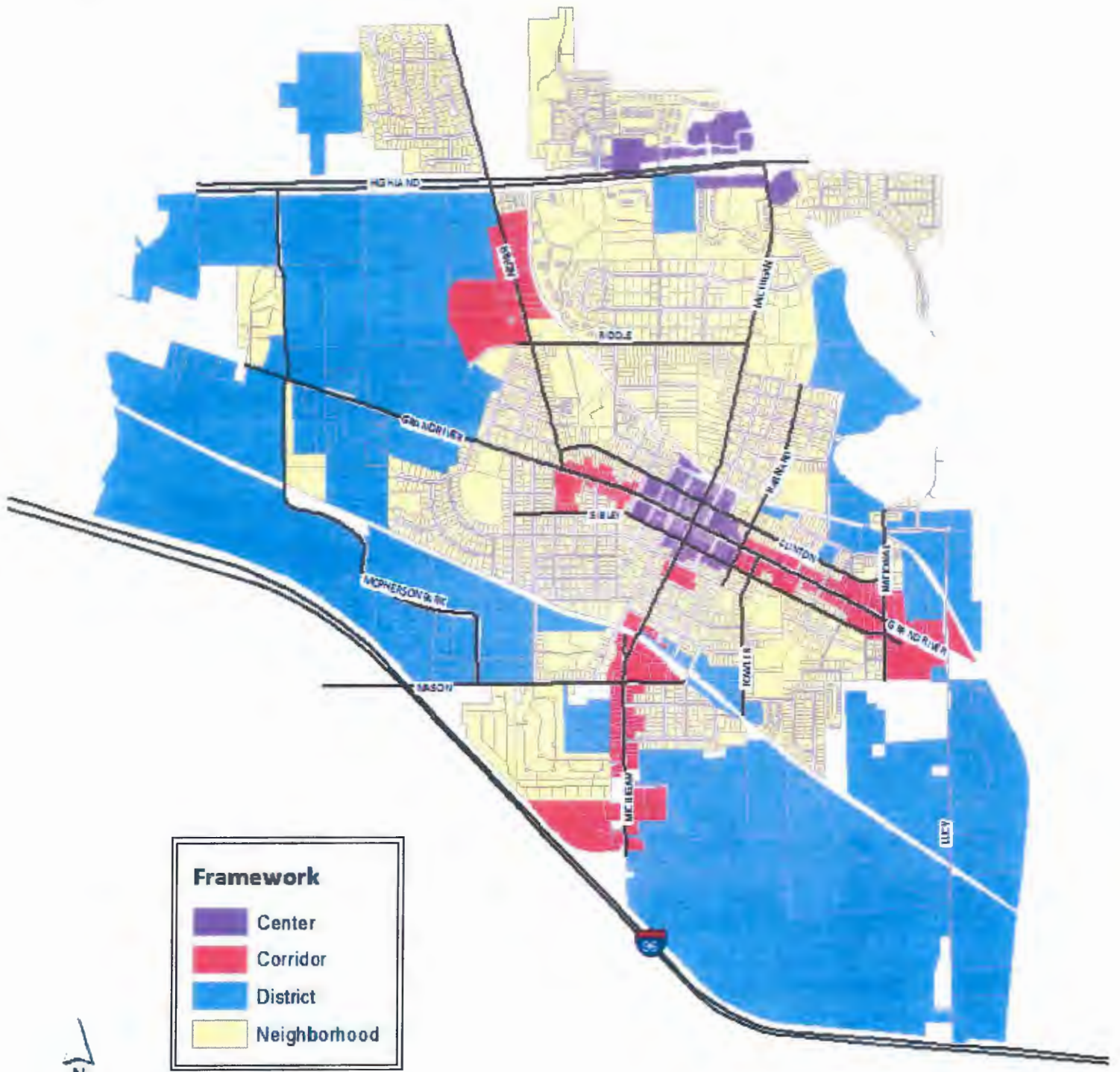
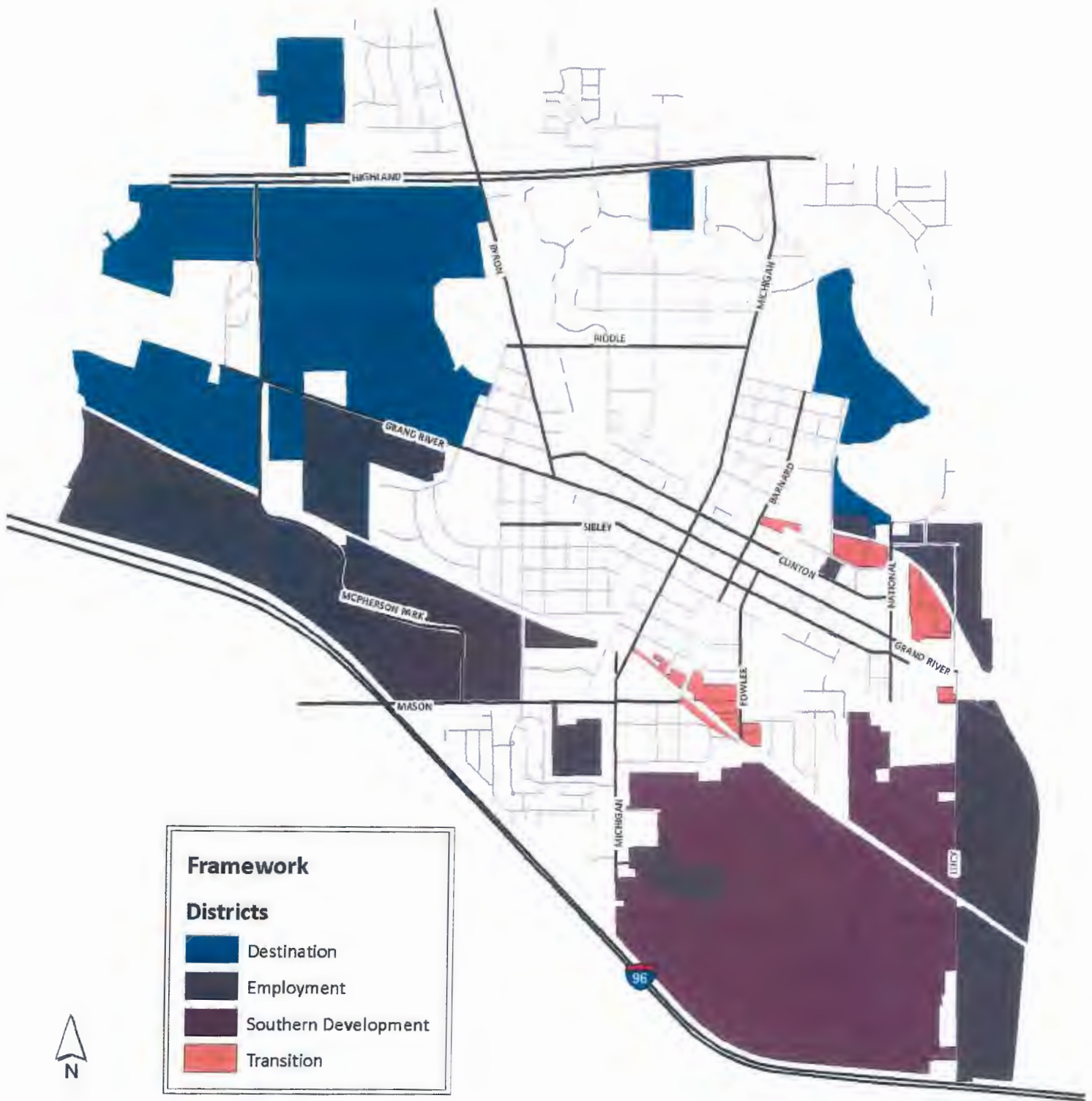


Figure 7: Districts Framework Map



NOTES