



HOWELL 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 14, 2022

**COUNCIL -
MANAGER
GOVERNMENT**

Council members and
other officials normally
in attendance:

1. Dennis L. Perkins
City Attorney
2. Jan Lobur
Council Member
3. Luke Wilson
Council Member
4. Nikolas Hertrich
Council Member
5. Ervin J. Suida
City Manager
6. Robert Ellis
Mayor
7. Angela Guillen
City Clerk
8. Alex Clos
Council Member
9. Jacob Schlittler
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. Approval of Consent Agenda
 - A. Regular Meeting Minutes
 - B. Bills
4. Citizens' Comments – Items not on the agenda
5. Reports by Council Members Serving on Commissions
6. Discussion/Adoption – Ordinance 948, Rental Fees
7. Discussion/Approval – Asbestos Abatement City Hall
8. Discussion/Approval – Plante Moran Consulting Services
9. Discussion/Approval – DWRF E. Grand River Water Main Tentative Contract & Construction Engineering
10. Discussion/Approval – Ordinance 949, DWRF Bond Ordinance
11. Discussion/Approval - DPS Pick-Up Truck Purchase
12. Discussion/Approval – DPS Backhoe Purchase
13. Discussion/Approval – GHD Annual Contract for Lucy Road Landfill
14. Discussion/Approval - County Easement Agreement
15. Board/Commission Appointments:
Downtown Development Authority (DDA) Board Appointment – Kevin Hinkley,
term ending January 1, 2026
16. City Manager's Report
17. Unfinished Business

*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.*

18. New Business

19. 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 to 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 any time 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 24, 2022
Howell City Council Chambers – Lower Level
611 E. Grand River Ave.
Howell, Michigan 48843
517-546-3502

1. CALL TO ORDER

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

Council Members Participating: Jan Lobur, Luke Wilson, Nikolas Hertrich, Alex Clos, Jacob Schlittler, Steve Manor and Mayor Bob Ellis.

Also, Present: City Manager Erv Suida, City Clerk Angela Guillen, and City Attorney Dennis Perkins.

Others in Attendance: Police Chief Scott Mannor, Finance Director Elle O’Connell, DDA Director Kate Litwin, IT Director Mike Pitera, Communications Specialist Danica Katnik, Stephanie Miklos, Andrew Roberts, Tim Schnelle, Susie Hill, Caron Davis, Margaret Withorn, and WHMI.

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF CONSENT AGENDA

MOTION by Manor, SECOND by Lobur, “To approve the consent agenda as presented with the included amendment from Mayor Pro Tem Manor.” MOTION CARRIED (7-0).

4. CITIZENS COMMENTS – Items not on the agenda

- Stephanie Miklos, 516 Maple, addressed council regarding smoke from a neighboring house, blight, and snow-covered sidewalks.
- Margaret Withorn, 509 E. Clinton addressed Council regarding signs on Clinton Street and funds disbursement collected from tickets.

5. REPORTS – COUNCIL MEMBERS SERVING ON COMMISSIONS

- Member Hertrich reported on HAPRA’s meeting on 1/18/22. He explained it was three meetings in one essentially starting with the assignment of officers, discussed the upcoming Sweetheart Dance, Melon Fest planning, Oceola Community Center lease renewal, ICMA 401 Contribution payback for 2020/2021, 401K and 457 (b) plan contributions were approved for 2022, payment in lieu of health insurance for 2022, 2021 Audit Engagement letter, financials looked good, Strategic session will be held April 15, 2022, mParks Conference, dog park agreement, Director Church’s annual review discussed in closed session.

- Mayor Ellis reported on the Howell Area Fire Authority meeting on 1/19/22. Minutes and payment of bills were approved, they opted out of Public Act 152 for the next year, approved a proposed union contract for part-time firefighters, received a \$16K refund from our \$40K liability insurance premium, received 5 applications for 2 full-time firefighter positions, Bob Hanvey from Marion Township was appointed Treasurer and Mayor Ellis was assigned to the budget committee. He further explained the Planning Commission met on 1/19/22. A public hearing was held regarding Maple Manor, a planned skilled nursing facility to be located between Kroger and Town Commons. The submitted plans for the facility were discussed but approval postponed until a complete application is received.

6. **DISCUSSION/APPROVAL – BUDGET AMENDMENTS, RESOLUTION NO. 22-01**

MOTION by Manor, SECOND by Clos, “To adopt Resolution No. 22-01, Budget Amendments.” Amendment to Motion, to clarify additional amendments as presented. MOTION by Lobur, SECOND by Wilson, MOTION CARRIED (7-0)

7. **DISCUSSION/APPROVAL – HOWELL SCHOOL AGREEMENT FOR SUMMER PROPERTY TAX**

MOTION by Hertrich, SECOND by Schlittler, “To approve the 2022 Agreement for Collection of Summer School Property Tax with Howell Public Schools.” MOTION CARRIED (7-0).

8. **DISCUSSION/APPROVAL – RESOLUTION NO. 22-02, 324 WEST STREET AMENDED AGREEMENT & AUTHORIZATION FOR CITY MANAGER TO EXECUTE DOCUMENTS**

MOTION by Clos, SECOND by Wilson, “To Adopt Resolution 22-02.” MOTION CARRIED (7-0).

9. **DISCUSSION/INTRODUCTION – ORDINANCE 948, FEE SCHEDULE AMENDMENTS**

Member Manor introduced Ordinance No. 948, Fee Schedule Amendments. Attorney Perkins noted there will be an amendment to the introduction based on the number of rentals the city has and fees will be increased.

10. **CITY MANAGER’S REPORT:**

- Discussed lights in Kroger parking lot.
- City Manager Suida stated he is happy to introduce the new City web page. Staff has been working very diligently to get everything uploaded and running smoothly.

11. **UNFINISHED BUSINESS**

- Mayor Pro Tem Manor discussed the suggestions from Amanda Canfield, Cohoctah Township resident regarding an edible landscape, seed library, and

compost place in the city. The old Recreation Center was discussed, and Member Lobur suggested it be a topic during Strategic Planning.

- Susie Hill, 822 Spring, addressed Council regarding preschool in the city and Ordinance No. 948 fee schedule Amendments.

12. NEW BUSINESS

- MOTION by Manor, SECOND by Lobur, “To appoint Council Member Alex Clos to the Board of Zoning Appeals for a term expiring 4/30/2022.” MOTION CARRIED (7-0)
- MOTION by Manor, SECOND by Wilson, “To reappoint Council Member Alex Clos to the Board of Zoning Appeals for a term expiring 4/30/2025.” MOTION CARRIED (7-0)

13. ADJOURN

MOTION by Lobur, SECOND by Wilson, “To adjourn the regular meeting of the City Council at 7:47pm.” MOTION CARRIED (7-0)

Robert Ellis, Mayor

Angela Guillen, City Clerk

CITY OF HOWELL

2/14/2022

NAME	AMOUNT	DESCRIPTION
H S A	\$ 2,500.00	City Portion
M E R S	\$ 96,142.40	Employer
Other EFT payments	<u>\$30,650.00</u>	2020 Capital Refunding Bond Payment
TOTAL	\$ 129,292.40	
BALANCE FORWARD	<u>\$ 464,297.06</u>	*****
TOTAL	<u><u>\$ 593,589.46</u></u>	
Payroll 01/29/2022	\$ 141,658.37	*included

CITY OF HOWELL
CREDIT CARD DETAIL - JANUARY 2022

Card	Vendor	Acct No	Amount	Description
FINANCE	MOTOROLA SOLUTIONS	641-441-850.000	\$ 368.00	DPW Radios
FINANCE	PAYPAL *LAHRA	101-270-840.000	\$ 65.00	Livingston HR mbrshp: Helman
CITY MANAGER	MICHIGAN MUNICIPAL LEAGUE	101-101-860.000	\$ 75.00	Council training for new officials
CITY MANAGER	PAYPAL *MAMC	101-215-860.000	\$ 650.00	MAMC conference 2nd year: Guillen
CITY MANAGER	GRAND TRAV RESORT	101-215-860.000	\$ 195.00	Clerks annual conference: Guillen
CITY MANAGER	MARCOS PIZZA	101-172-957.000	\$ 16.42	Lunch training
CITY MANAGER	MARCOS PIZZA	101-172-957.000	\$ 16.42	Lunch training
CITY MANAGER	HOWELL AREA CHAMBER	101-172-860.000	\$ 195.00	Chamber Awards Registration (3x)
DPW	MICHIGAN WATER ENVIRO	591-536-957.000	\$ 250.00	
IT	ZOHO CORPORATION		\$ 1,440.00	ADAudit software
		101-228-822.001	\$	720.00
		101-000-677.014	\$	720.00
IT	COMCAST	101-228-850.008	\$ 257.80	Internet service
IT	CDW GOVT #Q548821		\$ 617.80	Replacement monitors (4x)
		101-191-980.004	\$	308.90
		641-441-980.004	\$	154.45
		101-301-980.004	\$	154.45
IT	ZOOM.US	101-228-980.008	\$ 129.94	Monthly subscription ZOOM
POLICE	MICHIGAN ASSOC OF CHIEF	101-301-801.035	\$ 700.00	Annual accreditation
POLICE	TLO TRANSUNION	101-301-740.000	\$ 75.00	Monthly subscription
POLICE	AMZN MKTP US AMZN.COM	101-301-740.000	\$ 24.22	Step stool
POLICE	USPS.COM CLICKNSHIP	101-301-730.000	\$ 9.45	Warranty item repair
POLICE	MICHIGAN ASSOC OF CHIEF	101-301-840.000	\$ 115.00	MACP renewal: Mannor
POLICE	MICHIGAN ASSOC OF CHIEF	101-301-840.000	\$ 100.00	MACP renewal: Kobel
POLICE	IN *THE EARPHONE CONNE	101-301-930.000	\$ 115.50	Radio adapter for microphone
POLICE	NATIONAL ASSOCIATION OF	101-301-840.000	\$ 40.00	NASRO membership
POLICE	NATIONAL ASSOCIATION OF	101-301-957.000	\$ 445.00	Basic SRO training: Sawyer
POLICE	AMZ*PRIMERA TECHNOLOGY	101-301-930.000	\$ 115.46	repl. Dvd player for L3
POLICE	AMZN MKTP US AMZN.COM	101-301-740.000	\$ (35.00)	returned phone case
			<u>\$ 5,981.01</u>	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 000 GENERAL					
101-000-001.005	PAYROLL FNBH	PAYROLL FUND	PAYROLL ENDING 01/29/22	141,658.37	100565
101-000-040.000	ACCOUNTS RECEIVABLE	THE LINCOLN NATIONAL LIFE	LIFE / DISABILITY INSURANCE	134.61	
101-000-040.000	ACCOUNTS RECEIVABLE	BLUE CARE NETWORK OF MICH	HEALTH INSURANCE ACTIVE EMPLOYEE	998.91	100556
101-000-040.000	ACCOUNTS RECEIVABLE	VSP INSURANCE CO. (CT)	VISION INSURANCE ACTIVE EMPLOYEE	(9.78)	100563
101-000-081.000	DF OTHER GOVERNMENT UNITS	THE LINCOLN NATIONAL LIFE	LIFE / DISABILITY INSURANCE	415.23	
101-000-081.000	DF OTHER GOVERNMENT UNITS	BLUE CROSS BLUE SHIELD OF	HEALTH INSURANCE POST 65 MEDICARE	351.48	100559
101-000-081.000	DF OTHER GOVERNMENT UNITS	DELTA DENTAL OF MICHIGAN	DENTAL COVERAGE	42.65	100561
101-000-081.000	DF OTHER GOVERNMENT UNITS	VSP INSURANCE CO. (CT)	VISION INSURANCE RETIREE	9.78	100563
101-000-081.001	DUE FROM REC AUTHORITY	GRACON SERVICES INC	SOPHOS RENEWAL	845.25	
101-000-081.001	DUE FROM REC AUTHORITY	THE LINCOLN NATIONAL LIFE	LIFE / DISABILITY INSURANCE	198.06	
101-000-081.001	DUE FROM REC AUTHORITY	VSP INSURANCE CO. (CT)	VISION INSURANCE ACTIVE EMPLOYEE	24.71	100563
101-000-083.001	DF FORMER EMPLOYEE/HLTH INS	BLUE CARE NETWORK OF MICH	HEALTH INSURANCE ACTIVE EMPLOYEE	2,497.27	100556
101-000-083.001	DF FORMER EMPLOYEE/HLTH INS	BLUE CARE NETWORK OF MICH	HEALTH INSURANCE PRE 65 RETIREE	1,128.02	100558
101-000-083.001	DF FORMER EMPLOYEE/HLTH INS	BLUE CROSS BLUE SHIELD OF	HEALTH INSURANCE POST 65 MEDICARE	1,616.82	100559
101-000-083.001	DF FORMER EMPLOYEE/HLTH INS	BLUE CROSS BLUE SHIELD OF	PRE 65 OUT OF STATE COVERAGE	145.01	100560
101-000-083.001	DF FORMER EMPLOYEE/HLTH INS	DELTA DENTAL OF MICHIGAN	DENTAL COVERAGE	1,768.80	100561
101-000-083.001	DF FORMER EMPLOYEE/HLTH INS	VSP INSURANCE CO. (CT)	VISION INSURANCE RETIREE	341.82	100563
101-000-083.001	DF FORMER EMPLOYEE/HLTH INS	VSP INSURANCE CO. (CT)	VISION INSURANCE ACTIVE EMPLOYEE	19.56	100563
101-000-283.000	DEV ESCROW	CARLISLE/WORTMAN ASSOCIATE	WASHTUB/PARKING LOT	1,017.50	
101-000-283.000	DEV ESCROW	CARLISLE/WORTMAN ASSOCIATE	PADNOS	52.50	
101-000-283.000	DEV ESCROW	CARLISLE/WORTMAN ASSOCIATE	MAPLE MANOR	367.50	
101-000-283.000	DEV ESCROW	MR. ROOF ANN ARBOR LLC	ESCROW RELEASE: 415 RIDDLE	750.00	
101-000-283.000	DEV ESCROW	MR. ROOF ANN ARBOR, LLC	ESCROW RELEASE: 1444 LAKESIDE DR	750.00	
101-000-477.002	COMM DEV FEES	LIESL CLARK	ESCROW RELEASE FROM FORFEITURE: 912 N M	750.00	
101-000-477.002	COMM DEV FEES	WILLIAM RECK	ESCROW RELEASE FROM FORFEITURE: 519 BYF	1,000.00	
101-000-677.014	IT SHARED SERVICES - BRIGHTON	FLAGSTAR BANK	CREDIT CARD - SEE ATTACHED	720.00	
101-000-677.014	IT SHARED SERVICES - BRIGHTON	GRACON SERVICES INC	DESKTOP TECH	280.50	
101-000-677.014	IT SHARED SERVICES - BRIGHTON	GRACON SERVICES INC	SOPHOS RENEWAL	3,071.25	
Total For Dept 000 GENERAL				160,945.82	
Dept 101 MAYOR & COUNCIL					
101-101-727.000	OFFICE SUPPLIES	SPIRIT OF LIVINGSTON	MAYOR PLAQUES	20.00	
101-101-840.000	DUES & MEMBERSHIPS	MICHIGAN MUNICIPAL LEAGUE	MML MEMBERSHIP	5,196.00	
101-101-860.000	CONFERENCE /TRANSPORTATION	FLAGSTAR BANK	CREDIT CARD - SEE ATTACHED	75.00	
101-101-900.000	PRINTING & PUBLISHING	LIVINGSTON DAILY PRESS & J	COUNCIL MTG PROCEEDINGS	25.00	
Total For Dept 101 MAYOR & COUNCIL				5,316.00	
Dept 172 CITY MANAGER					
101-172-727.000	OFFICE SUPPLIES	FIRST IMPRESSION PRINT & M	ENVELOPES	191.42	
101-172-727.000	OFFICE SUPPLIES	IMAGE ONE	CONTRACTED PRINTING SERVICES	74.53	
101-172-727.000	OFFICE SUPPLIES	STAPLES	BATTERIES/PAPER	76.01	
101-172-840.000	DUES & MEMBERSHIPS	MICHIGAN ASSESSORS ASSOCIATE	MBRSHP RENEWAL: SUTTON	95.00	
101-172-850.000	COMMUNICATIONS - TELEPHONES	VERIZON WIRELESS	CELLULAR COMMUNICATIONS	40.01	
101-172-860.000	CONFERENCE /TRANSPORTATION	FLAGSTAR BANK	CREDIT CARD - SEE ATTACHED	195.00	
101-172-957.000	EDUCATION / TRAINING	FLAGSTAR BANK	CREDIT CARD - SEE ATTACHED	32.84	
Total For Dept 172 CITY MANAGER				704.81	
Dept 191 FINANCE					
101-191-727.000	OFFICE SUPPLIES	FIRST IMPRESSION PRINT & M	ENVELOPES	191.43	
101-191-727.000	OFFICE SUPPLIES	IMAGE ONE	CONTRACTED PRINTING SERVICES	137.44	
101-191-727.000	OFFICE SUPPLIES	PRINTING SYSTEMS INC	1099-MISC FORMS	45.80	
101-191-727.000	OFFICE SUPPLIES	STAPLES	OFFICE SUPPLIES	57.48	
101-191-730.000	POSTAGE	USPS RESERVE ACCOUNT	POSTAGE METER REFILL	1,588.41	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 191 FINANCE					
101-191-801.000	PROFESSIONAL SERVICES	SHRED EXPERTS LLC	SHRED SERVICES	392.25	
101-191-822.000	COMPUTER SOFTWARE SUPPORT	BS&A SOFTWARE	ANL SERVICE SUPPORT: MR, CR & UB	241.33	
101-191-840.000	DUES & MEMBERSHIPS	GOVERNMENT FINANCE OFFICE	2022 PUBLICATIONS	139.00	
101-191-850.000	COMMUNICATIONS - TELEPHONES	VERIZON WIRELESS	CELLULAR COMMUNICATIONS	36.01	
101-191-980.004	EQUIP / COMPUTER HARDWARE	FLAGSTAR BANK	CREDIT CARD - SEE ATTACHED	308.90	
Total For Dept 191 FINANCE				3,138.05	
Dept 215 CLERK					
101-215-727.000	OFFICE SUPPLIES	PRESENTA PLAQUE CO	PLAQUES	149.99	
101-215-727.000	OFFICE SUPPLIES	STAPLES	OFFICE SUPPLIES	3.51	
101-215-822.000	COMPUTER SOFTWARE SUPPORT	BS&A SOFTWARE	ANL SERVICE SUPPORT: MR, CR & UB	690.00	
101-215-840.000	DUES & MEMBERSHIPS	IIMC	IIMC MBRSH: GUILLEN	175.00	
101-215-860.000	CONFERENCE /TRANSPORTATION	FLAGSTAR BANK	CREDIT CARD - SEE ATTACHED	845.00	
Total For Dept 215 CLERK				1,863.50	
Dept 228 INFORMATION TECHNOLOGY DEPT					
101-228-801.000	PROFESSIONAL SERVICES	GRACON SERVICES INC	DESKTOP TECH	467.50	
101-228-822.001	NETWORK SUPPORT	FLAGSTAR BANK	CREDIT CARD - SEE ATTACHED	720.00	
101-228-822.001	NETWORK SUPPORT	GRACON SERVICES INC	SOPHOS RENEWAL	3,077.25	
101-228-850.005	COMMUNICATIONS - CELL PHONES	VERIZON WIRELESS	CELLULAR COMMUNICATIONS	50.00	
101-228-850.008	COMMUNICATIONS - INTERNET	FLAGSTAR BANK	CREDIT CARD - SEE ATTACHED	257.80	
101-228-980.007	EQUIP / NETWORK COMP HDW	COMPRENEW	RECYCLING FEES	253.00	
101-228-980.008	EQUIP / NETWORK COMP SFTW	FLAGSTAR BANK	CREDIT CARD - SEE ATTACHED	129.94	
Total For Dept 228 INFORMATION TECHNOLOGY DEPT				4,955.49	
Dept 247 BOARD OF REVIEW					
101-247-712.002	BOARD OF REVIEW WAGES	DAVID FISHER	BOARD OF REVIEW TRAINING	133.47	
101-247-712.002	BOARD OF REVIEW WAGES	SCOTT PATTON	BOARD OF REVIEW TRAINING	133.47	
101-247-712.002	BOARD OF REVIEW WAGES	TIMOTHY SCHNELLE	BOARD OF REVIEW TRAINING	133.47	
Total For Dept 247 BOARD OF REVIEW				400.41	
Dept 262 ELECTIONS					
101-262-730.000	POSTAGE	USPS RESERVE ACCOUNT	POSTAGE METER REFILL	611.18	
Total For Dept 262 ELECTIONS				611.18	
Dept 265 CITY HALL					
101-265-775.000	MAINTENANCE SUPPLIES	BYRUM ACE HARDWARE	LIGHT BULBS FOR CITY HALL	103.08	
101-265-804.005	CONTRACT SERV - MAT CLEANING	CINTAS	FLOOR MATS	72.93	
101-265-920.001	UTILITIES - GAS CITY HALL	CONSUMERS ENERGY	CITY UTILITIES - GAS	2,076.20	
101-265-931.000	BUILDING MAINTENANCE	BYRUM ACE HARDWARE	CITY HALL MAINT. SUPPLIES/ DEP. RENTAL	6.46	
101-265-931.000	BUILDING MAINTENANCE	BYRUM ACE HARDWARE	MAINT. SUPPLIES FOR CITY HALL	10.58	
101-265-931.000	BUILDING MAINTENANCE	BYRUM ACE HARDWARE	MAINT. SUPPLIES FOR CITY HALL	54.99	
101-265-975.000	BUILDINGS /BLDG IMPROVEMENTS	GLOBAL INDUSTRIAL	WHITEBOARD FOR CITY HALL	524.94	
Total For Dept 265 CITY HALL				2,849.18	
Dept 266 CITY ATTORNEY/OUTSIDE COUNSEL					
101-266-826.002	LEGAL FEES - RETAINER	PERKINS, DENNIS, PLLC	PROFESSIONAL SERVICES	1,050.00	
101-266-826.003	LEGAL FEES - CRIMINAL	PERKINS, DENNIS, PLLC	PROFESSIONAL SERVICES	2,886.50	
101-266-826.004	LEGAL FEES - CIVIL	PERKINS, DENNIS, PLLC	PROFESSIONAL SERVICES	2,457.00	
Total For Dept 266 CITY ATTORNEY/OUTSIDE COUNSEL				6,393.50	
Dept 270 PERSONNEL					
101-270-730.000	POSTAGE	USPS RESERVE ACCOUNT	POSTAGE METER REFILL	120.85	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 270 PERSONNEL					
101-270-835.000	PHYSICALS / MEDICAL EXPENSE	REDICARE PARTNERS, PLLC	PHYSICAL/DOT	80.00	
101-270-840.000	DUES & MEMBERSHIPS	FLAGSTAR BANK	CREDIT CARD - SEE ATTACHED	65.00	
Total For Dept 270 PERSONNEL				265.85	
Dept 276 LAKEVIEW CEMETERY					
101-276-730.000	POSTAGE	USPS RESERVE ACCOUNT	POSTAGE METER REFILL	6.91	
101-276-740.000	OPERATING SUPPLIES	BYRUM ACE HARDWARE	SPRAY PAINT	17.98	
101-276-740.000	OPERATING SUPPLIES	BYRUM ACE HARDWARE	REPL. HANDLE, GLUE, TRAPS	37.56	
101-276-804.028	NICHE ENGRAVING	INCH MEMORIALS	NICHE ENGRAVING - JOHNSON	150.00	
101-276-804.028	NICHE ENGRAVING	INCH MEMORIALS	NICHE ENGRAVING - JOHNSON (2)	150.00	
101-276-804.028	NICHE ENGRAVING	INCH MEMORIALS	NICHE ENGRAVING - PORTER	150.00	
101-276-804.028	NICHE ENGRAVING	INCH MEMORIALS	NICHE ENGRAVING - PORTER (2)	150.00	
101-276-804.028	NICHE ENGRAVING	INCH MEMORIALS	NICHE ENGRAVING - LONGTON	150.00	
101-276-850.005	COMMUNICATIONS - CELL PHONES	VERIZON WIRELESS	CELLULAR COMMUNICATIONS	50.00	
101-276-860.000	CONFERENCE /TRANSPORTATION	MWEA	MWEA MBRSHR RENEWAL: MCCLANAHAN	77.00	
101-276-920.001	UTILITIES - GAS 803 ROOSEVELT	CONSUMERS ENERGY	CITY UTILITIES - GAS	519.90	
Total For Dept 276 LAKEVIEW CEMETERY				1,459.35	
Dept 290 GENERAL SERVICE ADMINISTRATION					
101-290-714.000	EMPLOYEE MEDICAL INSURANCE	BLUE CARE NETWORK OF MICH	HEALTH INSURANCE ACTIVE EMPLOYEE	39,093.05	100556
101-290-714.000	EMPLOYEE MEDICAL INSURANCE	DELTA DENTAL OF MICHIGAN	DENTAL COVERAGE	4,958.19	100561
101-290-714.000	EMPLOYEE MEDICAL INSURANCE	VSP INSURANCE CO. (CT)	VISION INSURANCE ACTIVE EMPLOYEE	841.43	100563
101-290-714.001	CITY SHARE MED INS RETIREE	BLUE CARE NETWORK OF MICH	HEALTH INSURANCE PRE 65 RETIREE	6,702.55	100558
101-290-714.001	CITY SHARE MED INS RETIREE	BLUE CROSS BLUE SHIELD OF HEALTH	INSURANCE POST 65 MEDICARE	6,818.70	100559
101-290-714.001	CITY SHARE MED INS RETIREE	BLUE CROSS BLUE SHIELD OF	PRE 65 OUT OF STATE COVERAGE	1,788.51	100560
101-290-714.002	EMP DISABILITY / LIFE INSURANCE	THE LINCOLN NATIONAL LIFE	LIFE / DISABILITY INSURANCE	3,699.14	
Total For Dept 290 GENERAL SERVICE ADMINISTRATION				63,901.57	
Dept 301 POLICE DEPARTMENT					
101-301-727.000	OFFICE SUPPLIES	IMAGE ONE	CONTRACTED PRINTING SERVICES	227.52	
101-301-730.000	POSTAGE	FLAGSTAR BANK	CREDIT CARD - SEE ATTACHED	9.45	
101-301-730.000	POSTAGE	USPS RESERVE ACCOUNT	POSTAGE METER REFILL	86.32	
101-301-740.000	OPERATING SUPPLIES	FLAGSTAR BANK	CREDIT CARD - SEE ATTACHED	64.22	
101-301-741.000	UNIFORMS/CLOTHING ALLOWANCE	HURON VALLEY GUNS	BADGE WALLET: INMAN	61.50	
101-301-741.000	UNIFORMS/CLOTHING ALLOWANCE	HURON VALLEY GUNS	UNIFORM PATCHES	615.00	
101-301-801.035	ACCREDITATION EXPENSES	FLAGSTAR BANK	CREDIT CARD - SEE ATTACHED	700.00	
101-301-822.000	COMPUTER SOFTWARE SUPPORT	BS&A SOFTWARE	ANL SERVICE SUPPORT: MR, CR & UB	241.33	
101-301-840.000	DUES & MEMBERSHIPS	FLAGSTAR BANK	CREDIT CARD - SEE ATTACHED	255.00	
101-301-850.000	COMMUNICATIONS - TELEPHONES	VERIZON WIRELESS	CELLULAR COMMUNICATIONS	548.28	
101-301-930.000	REPAIR & MAINTENANCE	FLAGSTAR BANK	CREDIT CARD - SEE ATTACHED	230.96	
101-301-957.000	EDUCATION / TRAINING	FLAGSTAR BANK	CREDIT CARD - SEE ATTACHED	445.00	
101-301-957.001	EDUCATION REIMBURSEMENT	KELLY KOZOWICZ	POLICE ACADEMY REIMBURSEMENT	1,933.33	
101-301-970.000	CAPITAL OUTLAY / EQUIPMENT	CMP DISTRIBUTORS INC	SWAT UNIFORMS	87.95	
101-301-980.004	EQUIP /COMPUTER HARDWARE	FLAGSTAR BANK	CREDIT CARD - SEE ATTACHED	154.45	
Total For Dept 301 POLICE DEPARTMENT				5,660.31	
Dept 443 STREET LIGHTING MAINTENANCE					
101-443-775.000	MAINTENANCE SUPPLIES	C.E.S. CITY ELECTRIC SUPPLI	LIGHT BULBS	14.56	
101-443-775.000	MAINTENANCE SUPPLIES	MEL NORTHEY CO INC	STREET LIGHT POLE & LIGHT KIT	1,092.00	
101-443-775.000	MAINTENANCE SUPPLIES	MEL NORTHEY CO INC	STREET LIGHT GLOBES	324.00	
101-443-775.000	MAINTENANCE SUPPLIES	MEL NORTHEY CO INC	STREET LIGHT BALLAST	413.00	
Total For Dept 443 STREET LIGHTING MAINTENANCE				1,843.56	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 722 COMMUNITY DEVELOPMENT					
101-722-727.000	OFFICE SUPPLIES	FIRST IMPRESSION PRINT & MENVELOPES		191.42	
101-722-727.000	OFFICE SUPPLIES	STAPLES	OFFICE SUPPLIES	12.99	
101-722-730.000	POSTAGE	USPS RESERVE ACCOUNT	POSTAGE METER REFILL	103.59	
101-722-801.000	PROFESSIONAL SERVICES	CARLISLE/WORTMAN ASSOCIATF	RECYCLE LIVINGSTON	262.50	
101-722-801.000	PROFESSIONAL SERVICES	CARLISLE/WORTMAN ASSOCIATF	PLANNING CONSULTATION	2,415.00	
101-722-801.000	PROFESSIONAL SERVICES	CARLISLE/WORTMAN ASSOCIATF	RETAINER	800.00	
101-722-801.000	PROFESSIONAL SERVICES	CARLISLE/WORTMAN ASSOCIATF	COMMUNITY DEV. DEPT. SUPPORT	3,780.00	
101-722-801.000	PROFESSIONAL SERVICES	CARLISLE/WORTMAN ASSOCIATF	2022 MASTER PLAN	227.50	
101-722-801.000	PROFESSIONAL SERVICES	CARLISLE/WORTMAN ASSOCIATF	GENERAL CONSULTATION	997.50	
101-722-850.005	COMMUNICATIONS - CELL PHONES	VERIZON WIRELESS	CELLULAR COMMUNICATIONS	63.14	
101-722-900.000	PRINTING & PUBLISHING	LIVINGSTON DAILY PRESS & F	ORDINANCE #946	25.00	
101-722-900.000	PRINTING & PUBLISHING	LIVINGSTON DAILY PRESS & F	EVANGELISTA HEARING NOTICE	80.00	
Total For Dept 722 COMMUNITY DEVELOPMENT				8,958.64	
Dept 751 RECREATION / PARKS DEPARTMENT					
101-751-775.006	MAINTENANCE SUPPLIES / PARKS	ALLIED-EAGLE SUPPLY CO.	C-FOLD TOWELS	255.74	
Total For Dept 751 RECREATION / PARKS DEPARTMENT				255.74	
Total For Fund 101 GENERAL FUND				269,522.96	
Fund 202 MAJOR STREET FUND					
Dept 463 ROUTINE MAINTENANCE					
202-463-804.011	CONTRACT SERV - RR MAINT	GREAT LAKES CENTRAL RAILR	SIGNAL XING MAINT.	2,668.04	
Total For Dept 463 ROUTINE MAINTENANCE				2,668.04	
Dept 474 TRAFFIC SIGNS					
202-474-775.000	MAINTENANCE SUPPLIES	DORNBOS SIGN INC.	STREET SIGNS	297.59	
Total For Dept 474 TRAFFIC SIGNS				297.59	
Total For Fund 202 MAJOR STREET FUND				2,965.63	
Fund 227 LUCY ROAD PARK RECOVERY FUND					
Dept 290 GENERAL SERVICE ADMINISTRATION					
227-290-801.004	ENGINEERING SERVICES	GHD SERVICES INC.	LUCY RD SAMPLING	2,675.65	
Total For Dept 290 GENERAL SERVICE ADMINISTRATION				2,675.65	
Total For Fund 227 LUCY ROAD PARK RECOVERY FUND				2,675.65	
Fund 380 GO BOND DEBT - ROAD PROGRAM					
Dept 907 DEBT SERVICE ROAD PH II					
380-907-995.000	INTEREST	U.S. BANK ST. PAUL	PHASE II, CITY HALL, PARKING LOT #1	26,831.00	100562
Total For Dept 907 DEBT SERVICE ROAD PH II				26,831.00	
Total For Fund 380 GO BOND DEBT - ROAD PROGRAM				26,831.00	
Fund 384 2015 CITY HALL DEBT FUND					
Dept 906 DEBT SERVICE					
384-906-995.000	INTEREST	U.S. BANK ST. PAUL	PHASE II, CITY HALL, PARKING LOT #1	2,845.00	100562
Total For Dept 906 DEBT SERVICE				2,845.00	
Total For Fund 384 2015 CITY HALL DEBT FUND				2,845.00	
Fund 590 SEWER FUND					
Dept 536 WATER OR SEWER SYSTEMS					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 590 SEWER FUND					
Dept 536 WATER OR SEWER SYSTEMS					
590-536-730.000	POSTAGE	HOWELL POSTMASTER	POSTAGE FOR WATER/SEWER BILLING	210.00	
590-536-730.000	POSTAGE	USPS RESERVE ACCOUNT	POSTAGE METER REFILL	6.91	
590-536-804.000	CONTRACTUAL SERVICES	VERIZON WIRELESS	CELLULAR COMMUNICATIONS	200.05	
590-536-804.000	CONTRACTUAL SERVICES	WM CORPORATE SERVICES, INC	RESIDENTIAL FLOOD RESPONSE	14.01	
590-536-822.000	COMPUTER SOFTWARE SUPPORT	BS&A SOFTWARE	ANL SERVICE SUPPORT: MR, CR & UB	676.50	
590-536-920.004	UTILITIES - PUMP STATION	CONSUMERS ENERGY	CITY UTILITIES - GAS	22.80	
590-536-920.004	UTILITIES - GAS 1420 W GR RVR	CONSUMERS ENERGY	CITY UTILITIES - GAS	58.24	
590-536-920.004	UTILITIES - PUMP STATION	DTE ENERGY	CITY UTILITIES	52.68	
590-536-930.008	REPAIR & MAINT - PUMP STATION	HI-TECH SAFE & LOCK COMPAN	LOCK REPAIR	164.50	
Total For Dept 536 WATER OR SEWER SYSTEMS				1,405.69	
Dept 537 INDUSTRIAL PRETREATMENT					
590-537-801.000	PROFESSIONAL SERVICES	FIBERTEC INC	MERCURY TESTING	439.00	
590-537-801.000	PROFESSIONAL SERVICES	PARAGON LABORATORIES, INC.	INFLUENT TESTING	204.00	
590-537-801.000	PROFESSIONAL SERVICES	PARAGON LABORATORIES, INC.	EFFLUENT TESTING	204.00	
Total For Dept 537 INDUSTRIAL PRETREATMENT				847.00	
Dept 564 TREATMENT PLANT					
590-564-740.000	OPERATING SUPPLIES	HOWELL HARDWARE	FILTERS FOR SHOP VAC	29.99	
590-564-741.002	UNIFORMS/CLEANING/ RENTAL	CINTAS	UNIFORMS	52.64	
590-564-741.002	UNIFORMS/CLEANING/ RENTAL	CINTAS	UNIFORMS	52.64	
590-564-741.002	UNIFORMS/CLEANING/ RENTAL	CINTAS	UNIFORMS	111.49	
590-564-775.003	LABORATORY SUPPLIES	AMERICAN AQUA, LLC	LAB WATER COOLER	14.84	
590-564-775.003	LABORATORY SUPPLIES	AMERICAN AQUA, LLC	LAB WATER COOLER	92.00	
590-564-775.003	LABORATORY SUPPLIES	AMERICAN AQUA, LLC	LAB WATER COOLER	14.84	
590-564-775.003	LABORATORY SUPPLIES	AMERICAN AQUA, LLC	LAB WATER COOLER	31.25	
590-564-775.003	LABORATORY SUPPLIES	AMERICAN AQUA, LLC	LAB WATER COOLER	14.84	
590-564-775.003	LABORATORY SUPPLIES	AMERICAN AQUA, LLC	LAB WATER COOLER	10.25	
590-564-775.004	CHEMICALS	ALEXANDER CHEMICAL CORPORA	FERRIC CHLORIDE	4,647.95	
590-564-775.004	CHEMICALS	TIDEWATER PRODUCTS INC	POLYMER	3,824.30	
590-564-775.004	CHEMICALS	TIDEWATER PRODUCTS INC	LIQUID POLYMER	3,824.30	
590-564-801.000	PROFESSIONAL SERVICES	NALCO WATER PRETREATMENT S	DI WATER SYSTEM	112.50	
590-564-804.013	CONTRACT SERV - SLUDGE HAULING	GFL	BIOSOLIDS DISPOSAL	1,246.26	
590-564-804.013	CONTRACT SERV - SLUDGE HAULING	GFL ENVIRONMENTAL	BIOSOLIDS DISPOSAL	9,027.63	
590-564-840.000	DUES & MEMBERSHIPS	MWEA	MWEA MBRSHP RENEWAL: DANIELS	77.00	
590-564-850.000	COMMUNICATIONS - TELEPHONES	VERIZON WIRELESS	CELLULAR COMMUNICATIONS	90.60	
590-564-920.001	UTILITIES - GAS 1191 PINCKNEY RD	CONSUMERS ENERGY	CITY UTILITIES - GAS	91.63	
590-564-930.007	REPAIR & MAINT - PLANT	CATHEY CO	HYDRANT ADAPTERS	267.45	
590-564-930.007	REPAIR & MAINT - PLANT	HI-TECH SAFE & LOCK COMPAN	LOCKS FOR ADMIN.	214.00	
590-564-930.007	REPAIR & MAINT - PLANT	HOWELL HARDWARE	FITTINGS FOR WWTP	8.07	
590-564-930.007	REPAIR & MAINT - PLANT	HOWELL HARDWARE	FUSES	7.17	
590-564-930.007	REPAIR & MAINT - PLANT	PETE BLACK PLUMBING	JETTING SERVICE	600.00	
590-564-930.007	REPAIR & MAINT - PLANT	SCHWING BIOSET, INC.	POLYMER HARNESS FITTING/ FLOW METER	760.51	
590-564-930.007	REPAIR & MAINT - PLANT	USA BLUEBOOK	REPL. FLUSHLINE	111.51	
590-564-967.000	PROJECT COSTS	SCHWING BIOSET, INC.	DEWATERING PRESSES	88,030.00	
Total For Dept 564 TREATMENT PLANT				113,365.66	
Dept 906 DEBT SERVICE					
590-906-995.000	INTEREST	HUNTINGTON NATIONAL BANK	SEWER BOND REFUNDING 2021	6,518.76	
Total For Dept 906 DEBT SERVICE				6,518.76	
Total For Fund 590 SEWER FUND				122,137.11	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HOWELL
 EXP CHECK RUN DATES 02/14/2022 - 02/14/2022
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GN1ST

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591 WATER FUND					
Dept 290 GENERAL SERVICE ADMINISTRATION					
591-290-730.000	POSTAGE	HOWELL POSTMASTER	POSTAGE FOR WATER/SEWER BILLING	210.00	
591-290-730.000	POSTAGE	USPS RESERVE ACCOUNT	POSTAGE METER REFILL	859.80	
591-290-822.000	COMPUTER SOFTWARE SUPPORT	BS&A SOFTWARE	ANL SERVICE SUPPORT: MR, CR & UB	917.84	
Total For Dept 290 GENERAL SERVICE ADMINISTRATION				1,987.64	
Dept 536 WATER OR SEWER SYSTEMS					
591-536-613.000	1SBF-STD BY FIR	MEDILODGE REHAB UNIT	UB REFUND: 1333 W GRAND RIVER	1,434.71	
591-536-644.000	1000-WTR USAGE	HOENIG, STEPHANIE	UB REFUND: 538 ROSELANE	69.29	
591-536-644.000	1000-WTR USAGE	LEGACY TITLE AGENCY	UB REFUND: 116 JEWETT ST	37.81	
591-536-644.000	1000-WTR USAGE	MEDILODGE REHAB UNIT	UB REFUND: 1333 W GRAND RIVER	405.30	
591-536-740.004	OPERATING SUPPLIES / TOOLS	COUGAR SALES & RENTAL	RING SAW BLADE	279.00	
591-536-775.000	MAINTENANCE SUPPLIES	FERGUSON WATERWORKS #3386	IRRIGATION PARTS	720.89	
591-536-957.000	EDUCATION / TRAINING	FLAGSTAR BANK	CREDIT CARD - SEE ATTACHED	250.00	
591-536-970.001	WATER METERS	FERGUSON WATERWORKS #3386	5/8 METER HORNS	724.10	
591-536-970.001	WATER METERS	FERGUSON WATERWORKS #3386	5/8 METER HORNS	857.30	
591-536-970.001	WATER METERS	HOWELL HARDWARE	NUTS & BOLTS	75.76	
Total For Dept 536 WATER OR SEWER SYSTEMS				4,854.16	
Dept 564 TREATMENT PLANT					
591-564-727.000	OFFICE SUPPLIES	FIRST IMPRESSION PRINT & MBUSINESS CARDS: WHITE, RILETT		204.50	
591-564-727.000	OFFICE SUPPLIES	IMAGE ONE	CONTRACTED PRINTING SERVICES	138.15	
591-564-727.000	OFFICE SUPPLIES	STAPLES	WHITEBOARD FOR LAB	82.26	
591-564-741.002	UNIFORMS/CLEANING/ RENTAL	CINTAS	UNIFORMS	35.00	
591-564-741.002	UNIFORMS/CLEANING/ RENTAL	CINTAS	UNIFORMS	35.00	
591-564-741.002	UNIFORMS/CLEANING/ RENTAL	CINTAS	UNIFORMS	35.00	
591-564-775.000	MAINTENANCE SUPPLIES	GRAINGER	BOOT BRUSHES	75.44	
591-564-775.000	MAINTENANCE SUPPLIES	THE HOME DEPOT	VACUUM SWEEPER, MAINT SUPPLIES	289.89	
591-564-775.003	LABORATORY SUPPLIES	FOREST BIOMEDICAL	READYCULT BACTERIA TESTING PACKS	2,652.00	
591-564-775.004	CHEMICALS	HAVILAND	PLANT CHEMICALS	937.50	
591-564-775.005	MAINTENANCE SUPPLY - LIME	GRAYMONT WESTERN LIME INC.	LIME DELIVERY	5,750.05	
591-564-804.000	CONTRACTUAL SERVICES	CINTAS	FIRST AID REFILL	78.31	
591-564-804.000	CONTRACTUAL SERVICES	KISM, LLC.	ANL MONITORING FEE FOR WELL CONTROL	3,150.00	
591-564-804.000	CONTRACTUAL SERVICES	STATE OF MICHIGAN - EGLE	LEAD & COPPER TESTING	1,586.00	
591-564-850.000	COMMUNICATIONS - TELEPHONES	VERIZON WIRELESS	CELLULAR COMMUNICATIONS	90.60	
591-564-920.001	UTILITIES - GAS 150 MARION ST	CONSUMERS ENERGY	CITY UTILITIES - GAS	1,670.82	
591-564-930.009	REPAIR & MAINT - EQUIPMENT	MISSION COMMUNICATIONS LLC	ALARM SYSTEM UPDATE	260.00	
591-564-957.000	EDUCATION / TRAINING	MI-AWWA PAYMENT PROCESSING	WATER TREATMENT TRAINING: HOLMAN	395.00	
591-564-957.000	EDUCATION / TRAINING	MI-AWWA PAYMENT PROCESSING	WATER TREATMENT TRAINING: REYNA	395.00	
591-564-957.000	EDUCATION / TRAINING	MI-AWWA PAYMENT PROCESSING	WATER SOLUTIONS TRAINING: WEBSTER	30.00	
Total For Dept 564 TREATMENT PLANT				17,890.52	
Total For Fund 591 WATER FUND				24,732.32	
Fund 640 EQUIPMENT POOL FUND					
Dept 441 PUBLIC SERVICE DEPARTMENT					
640-441-741.002	UNIFORMS/CLEANING/ RENTAL	CINTAS	UNIFORMS	8.38	
640-441-741.002	UNIFORMS/CLEANING/ RENTAL	CINTAS	UNIFORMS	8.38	
640-441-751.000	GASOLINE & DIESEL FUEL	CORRIGAN OIL COMPANY, NO.1	DPW FUEL	6,646.12	
640-441-751.000	GASOLINE & DIESEL FUEL	OSCAR W LARSON COMPANY	QUARTERLY B INSPECTION	250.00	
640-441-775.000	MAINTENANCE SUPPLIES	O'REILLY	BATTERY: UNIT# 318	141.51	
640-441-775.000	MAINTENANCE SUPPLIES	O'REILLY	WIPER BLADES: GARAGE STOCK	11.94	
640-441-920.001	UTILITIES - GAS 152 MARION ST	CONSUMERS ENERGY	CITY UTILITIES - GAS	775.28	
640-441-930.006	REPAIR & MAINT. VEHICLES	THE SOAPY BUCKET CAR WASH	PD CAR WASHES	431.88	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 640 EQUIPMENT POOL FUND					
Dept 441 PUBLIC SERVICE DEPARTMENT					
Total For Dept 441 PUBLIC SERVICE DEPARTMENT				8,273.49	
Total For Fund 640 EQUIPMENT POOL FUND				8,273.49	
Fund 641 DEPARTMENT PUBLIC SERVICES					
Dept 441 PUBLIC SERVICE DEPARTMENT					
641-441-727.000	OFFICE SUPPLIES	IMAGE ONE	CONTRACTED PRINTING SERVICES	38.23	
641-441-730.000	POSTAGE	USPS RESERVE ACCOUNT	POSTAGE METER REFILL	69.06	
641-441-740.004	OPER SUPPLIES/TOOLS	BYRUM ACE HARDWARE	OFFICE SUPPLIES	65.56	
641-441-741.002	UNIFORMS/CLEANING/ RENTAL	CINTAS	UNIFORMS	119.46	
641-441-741.002	UNIFORMS/CLEANING/ RENTAL	CINTAS	UNIFORMS	98.03	
641-441-775.000	MAINTENANCE SUPPLIES	CINTAS	UNIFORMS	18.45	
641-441-840.000	DUES & MEMBERSHIPS	NORTHERN TOOL & EQUIPMENT	ANL MEMBERSHIP	39.99	
641-441-850.000	COMMUNICATIONS - TELEPHONES	FLAGSTAR BANK	CREDIT CARD - SEE ATTACHED	368.00	
641-441-850.000	COMMUNICATIONS - TELEPHONES	VERIZON WIRELESS	CELLULAR COMMUNICATIONS	233.13	
641-441-920.001	UTILITIES - DPW GARAGE	CONSUMERS ENERGY	CITY UTILITIES - GAS	1,937.54	
641-441-931.000	BUILDING MAINTENANCE	HI-TECH SAFE & LOCK COMPAN	REP. REMOTE FOR ENTRY DOOR	194.00	
641-441-980.004	EQUIP /COMPUTER HARDWARE	FLAGSTAR BANK	CREDIT CARD - SEE ATTACHED	154.45	
Total For Dept 441 PUBLIC SERVICE DEPARTMENT				3,335.90	
Total For Fund 641 DEPARTMENT PUBLIC SERVICES				3,335.90	
Fund 642 IT REPLACEMENT FUND					
Dept 228 INFORMATION TECHNOLOGY DEPT					
642-228-970.000	CAPITAL OUTLAY EQUIP	SEHI COMPUTER PRODUCTS, INC	COMPUTER FOR CITY HALL CONFERENCE ROOM	978.00	
Total For Dept 228 INFORMATION TECHNOLOGY DEPT				978.00	
Total For Fund 642 IT REPLACEMENT FUND				978.00	

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DB: Howell

INVOICE GL DISTRIBUTION REPORT FOR CITY OF HOWELL
EXP CHECK RUN DATES 02/14/2022 - 02/14/2022
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: GN1ST

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:

Fund 101 GENERAL FUND	269,522.96
Fund 202 MAJOR STREET FUND	2,965.63
Fund 227 LUCY ROAD PARK	2,675.65
Fund 380 GO BOND DEBT -	26,831.00
Fund 384 2015 CITY HALL	2,845.00
Fund 590 SEWER FUND	122,137.11
Fund 591 WATER FUND	24,732.32
Fund 640 EQUIPMENT POOL	8,273.49
Fund 641 DEPARTMENT PUBLI	3,335.90
Fund 642 IT REPLACEMENT	978.00

Total For All Funds:	<u>464,297.06</u>
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NOTES



Community Development Department

611 E Grand River Ave • Howell, MI 48843

TO: City Council
FROM: Paul Montagno, Interim Community Development Director
RE: Residential Rental Properties Ordinance Second Reading

Date: February 8, 2022

Attached to this memo is a clean copy and a redlined copy of the draft Ordinance 948 to amend Chapter 1450, "Fees for Permits, Certificates, and Inspections" for adoption. The fee schedule has been updated to include all rental registration and inspection fee related to the recently adopted Residential Rental Ordinance. In addition, the entire chapter was reviewed and updated to reflect current costs for service for all review, inspection, and permitting activities that are covered in the ordinance. You may note that Section 1450.16(a), the rental registration fee, has been increased by \$5.00 to cover the cost of the inspection program initiation and maintenance.

This draft Ordinance 948 to amend Chapter 1450, "Fees for Permits, Certificates, and Inspections" has been placed on your agenda for adoption.

ACTION REQUESTED: To adopt Ordinance 948, an ordinance to amend Chapter 1450, "Fees for Permits, Certificates, and Inspections"

REVIEWED & APPROVED FOR SUBMISSION:

Ervin J. Suida,
City Manager



517-546-3861



517-546-6030

ORDINANCE NO. 948

AN ORDINANCE TO REVISE THE FEES FOR ISSUING PERMITS AND CERTIFICATES AND PERFORMING INSPECTIONS TO BE CONSISTENT WITH THE COST TO THE CITY OF PROVIDING SERVICES ASSOCIATED WITH SUCH ACTIVITIES

THE CITY OF HOWELL ORDAINS:

Section 1. Chapter 1450, “Fees for Permits, Certificates, and Inspections”, is hereby replaced in its entirety to read as follows:

1450.01 COLLECTION.

Fees for inspections or for the issuance of permits or certificates of occupancy, or copies thereof, required or issued under the Howell City Zoning Code, shall be collected by the Community Development Director in advance of issuance thereof.

1450.02 BUILDING PERMIT FEES.

The following building permit fees shall apply for those items listed in this subsection. Other fees listed throughout this section may apply, as well, depending on the project:

- (a) Residential and non-residential building permit fees – new construction. Residential and non-residential building permit fees for new construction shall be based on the International Code Council’s (ICC) Permit Fee Scheduled, as amended, utilizing the ICC gross area modifier and type of construction factor contained therein. Appeals of a revised cost estimate shall be made to the City Manager.
- (b) Residential and non-residential building permit fees – renovations/additions. Residential and non-residential building permit fees for renovations and/or additions shall be determined by taking the actual cost of the renovation and/or addition and multiplying the same by the ICC permit fee multiplier, adjusted by using a three year construction cost average. The minimum permit fee shall be One Hundred Dollars (\$100).
- (c) Residential and non-residential plan review fees. Plans submitted to the Building Inspector shall be accompanied by a plan review fee as set forth below:
 - (1) Plan review fees for residential renovations shall be determined as follows:
 - a. For projects with a construction value under Thirty Thousand Dollars (\$30,000), there shall be no plan review fee.
 - b. For projects with a construction value of Thirty Thousand Dollars (\$30,000), or higher, there shall be a fee of One Hundred Dollars (\$100.00).
 - (2) Plan review fees for new residential construction and for new non-residential construction and/or renovations shall be determined as follows:
 - a. For projects with a construction value under One Hundred Thousand Dollars (\$100,000), a fee of one hundred dollars (\$100.00).
 - b. For projects with a construction value of One Hundred Thousand Dollars (\$100,000) or higher, the fee shall be One Hundred Dollars (\$100.00) plus

an amount determined by taking the construction value of the project and multiplying it by 0.0015

- (d) Soil erosion control permits or waivers. A soil erosion control permit or waiver must be obtained from the Livingston County Drain Commissioner after applying for a building permit.
- (e) Nonstructural alterations. Permits shall not be required for nonstructural alterations costing Five Hundred Dollars (\$500.00) or less pursuant to the Howell City Zoning Code.
- (f) Plumbing, mechanical, and electrical permits and fees. Permits for plumbing, mechanical, and electrical work must be obtained from, and fees, if any, paid to, the Livingston County Building Department.

1450.03 SIGN PERMIT FEES.

All property owners shall obtain a sign permit from the Building Official prior to the installation, display, erection, relocation, or alteration of any sign, as required by the Howell City Zoning Code. A One Hundred Dollar (\$100.00) fee shall be charged for all sign permits.

1450.04 DEMOLITION PERMIT FEES.

All property owners shall obtain a demolition permit from the Building Official prior to the demolition of any building. It shall be the responsibility of the property owner to provide verification that all utilities to the building have been shut off and disconnected prior to the start of demolition. The demolition permit fees are as follows:

- Residential dwellings/single family/duplex One Hundred Dollar (\$100.00)
- Industrial/commercial buildings One Hundred Fifty Dollar (150.00)

1450.05 MOBILE HOME SET-UP PERMIT FEES.

All owners of mobile home sites shall obtain a permit from the Building Inspector prior to the installation and complete set-up of a mobile home in a mobile home park. A seventy-five dollar (\$75.00) fee shall be charged for all mobile home set-up permits.

1450.06 LAND DIVISIONS, LOT COMBINATIONS, AND BOUNDARY ADJUSTMENTS.

All applications for land divisions under Chapter 1216, lot combinations, and boundary adjustments shall be accompanied by a fee of Two Hundred Dollars (\$200.00) for a single division, plus One Hundred Dollars (\$100) for each additional new parcel created.

1450.07 PLAT REVIEW FEES.

(a) The schedule of fees for the review of plans and plats shall be established by resolution of Council in accordance with Section 256(1) of Act 288 of the Public Acts of 1967, as amended. A proprietor submitting a plan or plat for approval shall be required to deposit the established fees with the Community Development Director, and until the fee is paid the plan or plat shall not be considered or reviewed. Fees shall be established for the following:

(1) Tentative approval of preliminary plats. The proprietor shall pay the established City filing fee plus the established fee per lot when a preliminary plat is submitted for tentative approval pursuant to the Zoning Code.

(2) Final approval of preliminary plats. The proprietor shall pay the established City filing fee plus the established fee per lot when a preliminary plat is submitted for final approval pursuant to the Zoning Code.

(3) Approval of final plats. The proprietor shall pay the established fees for the following when a final plat is submitted for approval pursuant to the Zoning Code:

(A) City filing and review fee. The established City filing and review fee, plus the established fee per lot, shall be paid as provided in paragraphs (a)(2) and (b)(2) hereof.

(B) Recording fee. An established recording fee shall be paid, which the City Clerk shall forward to the Livingston County Plat Board upon Council approval of the final plat.

(C) Inspection charges. All charges for the City inspection of public improvements shall be paid by the proprietor prior to final plat approval.

(b) Amounts. The following fees for review of plats and inspections of improvements may, by resolution, be amended from time to time by Council:

(1) Preliminary plat. The Planning Commission shall require, pursuant to paragraph (a)(1) hereof, a fee for each subdivision plat submitted for preliminary approval of Five Hundred Dollars (\$500.00), plus:

(A) Ten dollars (\$10.00) per lot for the first through fiftieth(50th) lots.

(B) Twenty dollars (\$20.00) per lot for the fifty-first through the one hundredth lots.

(C) Thirty dollars (\$30.00) per lot for each lot in excess of 100.

(2) Final plat. The Planning Commission shall require, pursuant to paragraph (a)(2) hereof, a fee for each subdivision plat submitted for final approval of Two Hundred Dollars (\$200.00), plus one-quarter percent of the total cost estimate for completion of all required public improvements.

(3) Recording final plat. The proprietor shall pay to the City a recording fee of Twenty Dollars (\$20.00) which shall be forwarded with the final plat to the County Plat Board.

1450.08 FEES FOR PETITION FOR ZONING AMENDMENT.

All petitions for an amendment to the Howell City Zoning Code shall be accompanied by a fee of Five Hundred Dollars (\$500.00), plus a One Thousand Dollar (\$1,000) deposit in to an escrow account established to cover review costs by the City's consulting planner and/or consulting engineer, as well as any other reasonable expenses deemed necessary by the City Manager. Said deposit shall be made at the time of application. If such deposit is not sufficient to cover the costs of the review and/or other reasonable expenses deemed necessary and appropriate by the City Manager, then the developer may either deposit additional funds, the amount of which shall be determined by the City Manager, in such amount for the completion of the review and/or these other investigations, or withdraw the project, therefore forfeiting the entire deposit previously submitted to the City. Any escrow amount remaining after the completion of the review process will be refunded to the applicant.

1450.09 SITE PLAN REVIEW FEES, CHARGES, AND ESCROWS.

Required site plan fees, charges, and escrows shall be as follows:

(a) Site plan application fee (non-refundable). A One Hundred Dollar (\$100.00) application fee shall be charged for all projects requiring site plan review pursuant to the Howell City Zoning Code. Said fee shall be paid at the time of application.

(b) Administrative site plan fee (non-refundable). For all development plans requiring site plan review, there shall be charged a non-refundable fee to cover the cost for City Staff review and other administrative costs. The administrative site plan fee shall be one-half of one percent (.05%) of the total project development cost with a minimum fee of One Hundred Dollars (\$100.00) and a maximum fee of Two Thousand Dollars (\$2,000.00). Said fee shall be paid at the time of application.

(c) Site plan consultant review escrow deposit. For all development plans requiring site plan review, there shall be an escrow account established to cover site plan review costs by the City's consulting planner and/or consulting engineer, as well as any other reasonable expenses deemed necessary by the City Manager. The escrow amount shall be equal to one percent of the total project development cost with a minimum deposit of One Thousand Dollars (\$1,000.00) and a maximum deposit of Seven Thousand Dollars (\$7,000.00). Said deposit shall be made at the time of application. If such deposit is not sufficient to cover the costs of the site plan review and/or other reasonable expenses deemed necessary and appropriate by the City Manager, then the developer may either deposit additional funds, the amount of which shall be determined by the City Manager, in such amount for the completion of the site plan review and/or these other investigations, or withdraw the project, therefore forfeiting the entire deposit previously submitted to the City. Any escrow amount remaining after the completion of the site plan review process will be refunded to the applicant, or, at the applicant's request, become part of the construction escrow.

(d) Performance guarantee. Any and all performance guarantees shall be governed by the provisions of the Howell City Zoning Code.

(e) Construction escrow. For all construction projects for which a site plan has been required and approved, there shall be a cash escrow account established to cover consulting costs during construction by the City's consulting planner and/or engineer, as well as any other reasonable expenses deemed necessary by the City Manager. The escrow amount shall equal one percent of the total project development cost* (building costs plus site improvements costs, with a minimum deposit of One Thousand Dollars (\$1,000.00) and a maximum deposit of Ten Thousand Dollars (\$10,000.00)). Said deposit shall be made prior to any preconstruction meeting or commencement of construction. If such deposit is not sufficient to cover consulting costs during construction and/or other reasonable costs deemed necessary by the City Manager, then the applicant shall deposit additional funds, the amount of which shall be determined by the City Manager, in such account to permit completion of the consultant's work and/or to cover other reasonable expenses. A certificate of occupancy cannot be issued until the developer reimburses the City for all costs incurred on the project. Any escrow amount remaining after completion of the project and the issuance of a certificate of occupancy will be refunded to the applicant.

(f) Total project development cost.

(1) At the time of submittal of the site plan documents, the developer shall submit an itemized cost estimate for the proposed project. The cost estimate shall cover all site improvement costs, including but not limited to, roadways, lighting, utilities, sidewalks, drainage,

fences, screens, walls, landscaping, and widening strips. In addition, a separate building cost estimate shall be provided for all buildings that are to be constructed as part of the initial development. If a project is to be done in phases, then site plan fees will be charged for each phase as final site plans are submitted for such phase. The cost(s) estimated for building construction will be reviewed by the Building Official using the International Code Council's Permit Fee Schedule. Site improvement cost estimates will be reviewed by the City's engineering consultant.

(2) The City's consulting engineer shall estimate the anticipated cost for the City to construct the site improvements should the applicant fail to complete the work. These cost estimates will then be compared with the applicant's cost estimates. Based on the review of the applicant's cost estimates by the Building Official and the City's engineering consultant, the cost estimates may be revised. The final cost estimates, as approved by the Building Official and engineering consultant, will be used for determining all project fees, deposits, escrows, etc. Applicant appeals of a revised cost estimate shall be made first to the City Manager and then to City Council. For site plan review to proceed, the applicant shall pay all required fees in full as determined by the Building Official and engineering consultant. If the fees are reduced as a result of the applicant's appeal, a refund of the difference shall be made to the applicant.

(h) Site plan extension request. A request for a site plan extension shall be accompanied by a fee of Two Hundred and Fifty Dollars (\$250.00).

1450.10 APPEAL FEE TO ZONING BOARD OF APPEALS.

All applications to the Zoning Board of Appeals pursuant to the Howell Zoning Code shall be accompanied by a fee of Five Hundred Dollars (\$500.00). For all variances requests there shall be an escrow account established to cover review costs by the City's consulting planner as well as any other reasonable expenses deemed necessary by the City Manager. The escrow amount shall One Thousand Dollars (\$1,000.00). Any escrow amount remaining after the completion of the variance review process will be refunded to the applicant.

1450.11 SPECIAL USE APPLICATION FEES.

All special land use applications made to the Planning Commission pursuant to the Howell City Zoning Code shall be accompanied by the following:

(a) Special use application fee (non-refundable). A fee of Five Hundred Dollars (\$500.00) shall be charged at the time of application.

(b) Special use consultant review escrow deposit. There shall be an escrow account established to cover review costs by the City's consulting planner as well as any other reasonable expenses deemed necessary by the City Manager. The escrow amount shall be One Thousand Dollars (\$1,000.00). Any escrow amount remaining after the completion of the variance review process will be refunded to the applicant.

(c) Special use applications with site plans. If the special use includes the need for a site plan review, fees shall be changed for the site plan review in the manner set forth in Section **1450.09**. However, only the escrow associate with the site plan shall be required.

(d) Special use approval extension request. A request for a site plan extension shall be accompanied by a fee of Two Hundred Fifty Dollars (\$250.00).

1450.12 FEES FOR PLANNED UNIT DEVELOPMENTS.

All planned unit development applications made to Planning Commission or to the City Council pursuant to the Zoning Code shall be accompanied by all fees and escrows in the manner set forth in Section 1450.09 hereof.

1450.13 FEES FOR SITE CONDOMINIUM PROJECTS.

All site condominium project applications made to the Planning Commission or to the City Council pursuant to the Howell Zoning Code shall be accompanied by a fee in the manner set forth in Section 1450.09 hereof

1450.14 MISCELLANEOUS FEES.

The following fees are established for various other building and zoning related matters:

(a) Applications for any type of accessory structure, including deck, pools, sheds, etc. shall be accompanied by a fee of One Hundred Dollars (\$100.00).

(b) Applications for roof or re-roof permit for any residential or commercial building shall be accompanied by a fee of One Hundred Dollars (\$100.00).

(c) A Seventy-Five Dollar (\$75.00) fee shall be charged for all inspections over the required inspections and for any failed inspections after the first failed inspection for a given project.

(d) All work performed prior to the issuance of a permit as set forth herein shall be accompanied by a fee equal to the cost of the required permit, in addition to the original cost of the permit.

(e) An application for an address assignment or change in address shall be accompanied by a fee of Fifty Dollars (\$50.00).

(f) An application for a zoning verification letter shall be accompanied by a fee of One Hundred Dollars (\$100.00).

(g) An application for a zoning compliance letter or change of use shall be accompanied by a fee of One Hundred Fifty Dollars (\$150.00).

(h) An application for a sidewalk cafe shall be accompanied by a fee of One Hundred Fifty Dollars (\$150.00).

(i) An application for a temporary Structure shall be accompanied by a fee of One Hundred Fifty Dollars (\$150.00).

(j) An application for a Mobile Home Set-up shall be accompanied by a fee of One Hundred Fifty Dollars (\$150.00).

(k) A request for a Pre-Application Meeting shall be accompanied by a fee of Three Hundred Fifty Dollars (\$350.00).

1450.15 TEMPORARY HOUSING.

All applications for temporary housing pursuant to the Howell Zoning Code shall be accompanied by a fee of Five Hundred Dollars (\$500.00). In addition, there shall be an escrow account established to cover review costs by the City's consulting planner as well as any other reasonable expenses deemed necessary by the City Manager. The escrow amount shall be One Thousand Dollars (\$1,000.00). Any escrow amount remaining after the completion of the review process will be refunded to the applicant.

1450.16 Residential Rental.

Fees associated with rental registration and inspection shall be as follows:

- (a) Single Family Structures. The initial registration fee shall be Fifty-Five Dollars (\$55). The inspection fee shall be One Hundred Dollars (\$100) for an exterior and interior inspection.
- (b) Duplex Structures. The initial registration fee shall be Fifty-Five Dollars (\$55). The inspection fee shall be Fifty Dollars (\$50) for the exterior and Fifty Dollars (\$50) for each dwelling unit for an interior inspection.
- (c) Multifamily Structures. The initial registration fee shall be Fifty-Five Dollars (\$55) per structure. The inspection fee shall be One Hundred Dollars (\$100) per structure for the exterior of the building, common areas, and grounds. The inspection fee for each mechanical room shall be Fifty Dollars (\$50). The inspection fee for each dwelling unit shall be Fifty Dollars (\$50).
- (d) All Structures. The following registration and inspection fees shall apply to all structures:
 1. Renewal Registration - No Charge for Same Owner/Agent.
 2. Ownership/Agent Transfer - Fifty Dollars (\$50) per structure.
 3. Re-Inspection to verify code compliance, if necessary. - Forty Dollars (\$40)
 4. Late Cancellation – Twenty-Five Dollars (\$25). However, one (1) late cancellation will be permitted per inspection cycle at no cost.
 5. No Show/Lock Out – Equal to scheduled inspection fee.
 6. Complaint Inspection – Forty Dollars (\$40) fee to tenant, however, the fee shall be waived if code violations are verified.
 7. Complaint Re-Inspection – Forty Dollars (\$40) fee to property owner if code violations exist
 8. Failure to Register/Renew – Two Hundred Fifty Dollars (\$250) per structure plus inspection fees
 9. Furnace/Boiler Certification By Licensed Mechanical Contractor at Owner Expense

1450.99 PENALTY.

Whoever violates any provision of this Chapter by either not securing or paying a fee as set forth herein is responsible for a municipal civil infraction and shall be subject to the civil fines as set forth in Section 202.99 of the Howell City Code.

Section 2. All Ordinances inconsistent herewith are hereby repealed.

Section 3. 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 ___ day of February 2022.

BY: ROBERT ELLIS, MAYOR

BY: ANGELA GUILLEN, CLERK

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of Ordinance No. 948, adopted by the City Council of the City of Howell, Livingston County, Michigan, at a regular meeting held on the ___ day of February 2022 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 February 2022.

BY:
Howell City Clerk

1 higher, the fee shall be One Hundred Dollars (\$100.00) plus an amount
2 determined by taking the construction value of the project and multiplying
3 it by 0.0015

4 ~~e.—For construction values over five hundred thousand dollars (\$500,000), the~~
5 ~~fee shall be determined by taking the value and multiplying it by .0010.~~

6 (d) Soil erosion control permits or waivers. A soil erosion control permit or waiver must
7 be obtained from the Livingston County Drain Commissioner after applying for a
8 building permit.

9 (e) Nonstructural alterations. Permits shall not be required for nonstructural alterations
10 costing ~~F~~five ~~H~~undred ~~D~~dollars (\$500.00) or less pursuant to the Howell City Zoning
11 Code.

12 (f) Plumbing, mechanical, and electrical permits and fees. Permits for plumbing,
13 mechanical, and electrical work must be obtained from, and fees, if any, paid to, the
14 Livingston County Building Department.

15 ~~(g) Building permits issued by the Building Official may be issued by said official upon~~
16 ~~the filing of a refundable performance bond as set forth herein. The bond shall be~~
17 ~~returned in full so long as the work as set out in the building permit is completed while~~
18 ~~the permit remains valid. The bond will be forfeited in full if the work set out in the~~
19 ~~permit is not completed while the permit is valid. The bond amounts are hereby set~~
20 ~~out as follows:~~

21 ~~(1) A performance bond in the amount of one thousand dollars (\$1,000.00) cash for~~
22 ~~a new single family dwelling;~~

23 ~~(2) A performance bond in the amount of two hundred and fifty dollars (\$250.00)~~
24 ~~cash for a construction project costing more than one thousand dollars (\$1,000) but less~~
25 ~~than four thousand nine hundred ninety nine dollars (\$4,999);~~

26 ~~(3) A performance bond in the amount of seven hundred and fifty dollars (\$750.00)~~
27 ~~cash for a construction project costing more than five thousand dollars (\$5,000) but less~~
28 ~~than fourteen thousand nine hundred ninety nine dollars (\$14,999);~~

29 ~~(4) A performance bond in the amount of five percent (5%) of the total project cost~~
30 ~~for a construction project costing more than fifteen thousand dollars (\$15,000) up to a~~
31 ~~maximum bond of \$5,000.~~

32 ~~(5) Performance bonds shall not be required in the following circumstances:~~

33 ~~i.—Any project that has gone through site plan review and has provided the required~~
34 ~~review escrow required under Section 1450.09.~~

35 ~~ii.—Any sign permit issued under Section 1450.03.~~

36 ~~iii.—Any permit that is issued for interior renovations only to existing commercial~~
37 ~~structures.~~

38 39 **1450.03 SIGN PERMIT FEES.**

40 All property owners shall obtain a sign permit from the Building Official prior to the installation,
41 display, erection, relocation, or alteration of any sign, as required by the Howell City Zoning Code.
42 A One Hundred Dollar (\$100.00) fee shall be charged for all sign permits.

1 **1450.04 DEMOLITION PERMIT FEES.**

2 All property owners shall obtain a demolition permit from the Building Official prior to the
3 demolition of any building. It shall be the responsibility of the property owner to provide
4 verification that all utilities to the building have been shut off and disconnected prior to the start
5 of demolition. The demolition permit fees are as follows:

6 Residential dwellings/single family/duplex One Hundred Dollar (\$100.00)

7 Industrial/commercial buildings One Hundred Fifty Dollar (150.00)

8
9 **1450.05 MOBILE HOME SET-UP PERMIT FEES.**

10 All owners of mobile home sites shall obtain a permit from the Building Inspector prior to the
11 installation and complete set-up of a mobile home in a mobile home park. A seventy-five dollar
12 (\$75.00) fee shall be charged for all mobile home set-up permits.

13
14 **1450.06 LAND DIVISIONS, LOT COMBINATIONS, AND BOUNDARY ADJUSTMENTS.**

15 All applications for land divisions under Chapter 1216, lot combinations, and boundary
16 adjustments shall be accompanied by a fee of ~~one Two Hundred Dollars (\$200.00)~~ for a single
17 division, plus One Hundred Dollars (\$100) for each additional new parcel created.

18
19 **1450.07 PLAT REVIEW FEES.**

20 (a) The schedule of fees for the review of plans and plats shall be established by resolution of
21 Council in accordance with Section 256(1) of Act 288 of the Public Acts of 1967, as amended. A
22 proprietor submitting a plan or plat for approval shall be required to deposit the established fees
23 with the Community Development Director, and until the fee is paid the plan or plat shall not be
24 considered or reviewed. Fees shall be established for the following:

25 (1) Tentative approval of preliminary plats. The proprietor shall pay the established City
26 filing fee plus the established fee per lot when a preliminary plat is submitted for tentative approval
27 pursuant to the Zoning Code.

28 (2) Final approval of preliminary plats. The proprietor shall pay the established City filing
29 fee plus the established fee per lot when a preliminary plat is submitted for final approval pursuant
30 to the Zoning Code.

31 (3) Approval of final plats. The proprietor shall pay the established fees for the following
32 when a final plat is submitted for approval pursuant to the Zoning Code:

33 (A) City filing and review fee. The established City filing and review fee, plus the
34 established fee per lot, shall be paid as provided in paragraphs (a)(2) and (b)(2) hereof.

35 (B) Recording fee. An established recording fee shall be paid, which the City Clerk shall
36 forward to the Livingston County Plat Board upon Council approval of the final plat.

37 (C) Inspection charges. All charges for the City inspection of public improvements shall
38 be paid by the proprietor prior to final plat approval.

39 (b) Amounts. The following fees for review of plats and inspections of improvements may, by
40 resolution, be amended from time to time by Council:

41 (1) Preliminary plat. The Planning Commission shall require, pursuant to paragraph (a)(1)
42 hereof, a fee for each subdivision plat submitted for preliminary approval of ~~Five Hundred~~
43 Dollars (\$500.00), plus:

- 1 (A) Ten dollars (\$10.00) per lot for the first through fiftieth(50th) lots.
2 (B) Twenty dollars (\$20.00) per lot for the fifty-first through the one hundredth lots.
3 (C) Thirty dollars (\$30.00) per lot for each lot in excess of 100.

4 (2) Final plat. The Planning Commission shall require, pursuant to paragraph (a)(2) hereof,
5 a fee for each subdivision plat submitted for final approval of ~~T~~two ~~H~~undred ~~D~~dollars (\$200.00),
6 plus one-quarter percent of the total cost estimate for completion of all required public
7 improvements.

8 (3) Recording final plat. The proprietor shall pay to the City a recording fee of ~~T~~twenty
9 ~~D~~dollars (\$20.00) which shall be forwarded with the final plat to the County Plat Board.

10 11 **1450.08 FEES FOR PETITION FOR ZONING AMENDMENT.**

12 All petitions for an amendment to the Howell City Zoning Code shall be accompanied by a fee of
13 ~~seven Five H~~undred ~~and fifty D~~dollars (\$7500.00), plus a One Thousand Dollar (\$1,000) deposit
14 in to an escrow account established to cover review costs by the City's consulting planner and/or
15 consulting engineer, as well as any other reasonable expenses deemed necessary by the City
16 Manager. Said deposit shall be made at the time of application. If such deposit is not sufficient to
17 cover the costs of the review and/or other reasonable expenses deemed necessary and appropriate
18 by the City Manager, then the developer may either deposit additional funds, the amount of which
19 shall be determined by the City Manager, in such amount for the completion of the review and/or
20 these other investigations, or withdraw the project, therefore forfeiting the entire deposit
21 previously submitted to the City. Any escrow amount remaining after the completion of the review
22 process will be refunded to the applicant.

23 24 **1450.09 SITE PLAN REVIEW FEES, CHARGES, AND ESCROWS.**

25 Required site plan fees, charges, and escrows shall be as follows:

26 (a) Site plan application fee (non-refundable). A ~~seventy five~~One Hundred ~~D~~dollar
27 (\$~~75~~100.00) application fee shall be charged for all projects requiring site plan review pursuant to
28 the Howell City Zoning Code. Said fee shall be paid ~~prior to staff site plan review~~at the time of
29 application.

30 (b) ~~Internal staff~~Administrative site plan ~~review fee~~ (non-refundable). For all development
31 plans requiring site plan review, there shall be charged a non-refundable fee to cover the cost for
32 City Staff review and other administrative costs of the site plan. The administrative internal staff
33 site plan review fee shall be one-half of one percent (.05%) of the total project development cost*
34 ~~(building costs plus site improvement costs, _~~ with a minimum fee of ~~O~~one ~~H~~undred ~~D~~dollars
35 (\$100.00) and a maximum fee of ~~T~~two ~~T~~housand ~~D~~dollars (\$2,000.00). Said fee shall be paid at
36 the time of application~~prior to staff site plan review~~.

37 (c) Site plan consultant review escrow deposit. For all development plans requiring site
38 plan review, there shall be an escrow account established to cover site plan review costs by the
39 City's consulting planner and/or consulting engineer, as well as any other reasonable expenses
40 deemed necessary by the City Manager. The escrow amount shall be equal to one percent of the
41 total project development cost* ~~(building costs plus site improvements costs, _~~ with a minimum
42 deposit of ~~O~~one ~~T~~housand ~~D~~dollars (\$1,000.00) and a maximum deposit of ~~S~~seven ~~T~~housand
43 ~~D~~dollars (\$7,000.00). Said deposit shall be made at the time of application~~prior to site plan review~~.

1 If such deposit is not sufficient to cover the costs of the site plan review and/or other reasonable
2 expenses deemed necessary and appropriate by the City Manager, then the developer may either
3 deposit additional funds, the amount of which shall be determined by the City Manager, in such
4 amount for the completion of the site plan review and/or these other investigations, or withdraw
5 the project, therefore forfeiting the entire deposit previously submitted to the City. Any escrow
6 amount remaining after the completion of the site plan review process will be refunded to the
7 applicant, or, at the applicant's request, become part of the construction escrow.

8 (d) Performance guarantee. Any and all performance guarantees shall be governed by the
9 provisions of the Howell City Zoning Code.

10 (c) Construction escrow. For all construction projects for which a site plan has been
11 required and approved, there shall be a cash escrow account established to cover consulting costs
12 during construction by the City's consulting planner and/or engineer, as well as any other
13 reasonable expenses deemed necessary by the City Manager. The escrow amount shall equal one
14 percent of the total project development cost* (building costs plus site improvements costs, with a
15 minimum deposit of ~~O~~ne ~~T~~housand ~~D~~ollars (\$1,000.00) and a maximum deposit of ~~T~~en
16 ~~T~~housand ~~D~~ollars (\$10,000.00)). Said deposit shall be made prior to any preconstruction meeting
17 or commencement of construction. If such deposit is not sufficient to cover consulting costs during
18 construction and/or other reasonable costs deemed necessary by the City Manager, then the
19 applicant shall deposit additional funds, the amount of which shall be determined by the City
20 Manager, in such account to permit completion of the consultant's work and/or to cover other
21 reasonable expenses. A certificate of occupancy cannot be issued until the developer reimburses
22 the City for all costs incurred on the project. Any escrow amount remaining after completion of
23 the project and the issuance of a certificate of occupancy will be refunded to the applicant.

24 ~~(f) Site improvement construction permit fee. For all construction projects for which a site~~
25 ~~plan fee has been required and approved, there shall be issued by the Building Official a site~~
26 ~~improvement construction permit. The nonrefundable fee charged for the permit is to cover the~~
27 ~~cost for staff assistance, oversight, and inspection during the construction of site improvements.~~
28 ~~The permit fee shall be based on the site improvement costs and shall be determined as follows:~~
29 ~~three dollars (\$3.00) for each one thousand dollars (\$1,000.00) of cost of site improvements.~~

30 (fg) Total project development cost.

31 (1) At the time of submittal of the site plan documents, the developer shall submit
32 an itemized cost estimate for the proposed project. The cost estimate shall cover all site
33 improvement costs, including but not limited to, roadways, lighting, utilities, sidewalks, drainage,
34 fences, screens, walls, landscaping, and widening strips. In addition, a separate building cost
35 estimate shall be provided for all buildings that are to be constructed as part of the initial
36 development. If a project is to be done in phases, then site plan fees will be charged for each phase
37 as ~~it is accomplished~~ final site plans are submitted for such phase. The cost(s) estimated for building
38 construction will be reviewed by the Building Official using the International Code Council's
39 Permit Fee Schedule. Site improvement cost estimates will be reviewed by the City's engineering
40 consultant.

41 (2) The City's consulting engineer shall estimate the anticipated cost for the City to
42 construct the site improvements should the applicant fail to complete the work. These cost
43 estimates will then be compared with the applicant's cost estimates. Based on the review of the

1 applicant's cost estimates by the Building Official and the City's engineering consultant, the cost
2 estimates may be revised. The final cost estimates, as approved by the Building Official and
3 engineering consultant, will be used for determining all project fees, deposits, escrows, etc.
4 Applicant appeals of a revised cost estimate shall be made first to the City Manager and then to
5 City Council. For site plan review to proceed, the applicant shall pay all required fees in full as
6 determined by the Building Official and engineering consultant. If the fees are reduced as a result
7 of the applicant's appeal, a refund of the difference shall be made to the applicant.

8 (h) Site plan extension request. A request for a site plan extension shall be accompanied by
9 a fee of Two Hundred and Fifty Dollars (\$250.00).

12 **1450.10 APPEAL FEE TO ZONING BOARD OF APPEALS.**

13 All ~~appeals-applications~~ to the Zoning Board of Appeals pursuant to the Howell Zoning
14 Code shall be accompanied by a fee of ~~two hundred and fifty~~ Five Hundred ~~d~~ Dollars (~~500~~250.00).
15 For all variances requests there shall be an escrow account established to cover review costs by
16 the City's consulting planner as well as any other reasonable expenses deemed necessary by the
17 City Manager. The escrow amount shall One Thousand Dollars (\$1,000.00). Any escrow amount
18 remaining after the completion of the variance review process will be refunded to the applicant.

21 **1450.11 SPECIAL USE APPLICATION FEES.**

22 All special land use applications made to the Planning Commission pursuant to the Howell
23 City Zoning Code shall be accompanied by the following:

24 (a) Special use application fee (non-refundable). ~~a~~A fee of ~~F~~five ~~H~~undred ~~D~~dollars
25 (\$500.00) shall be charged at the time of application.

26 (b) ~~;~~ Special use consultant review escrow deposit. There shall be an escrow account
27 established to cover review costs by the City's consulting planner as well as any other reasonable
28 expenses deemed necessary by the City Manager. The escrow amount shall be One Thousand
29 Dollars (\$1,000.00). Any escrow amount remaining after the completion of the variance review
30 process will be refunded to the applicant.

31 (c) Special use applications with site plans. If the special use includes the need for a site
32 plan review, fees shall be changed for the site plan review in the manner set forth in Section
33 1450.09. However, only the escrow associate with the site plan shall be required.

34 (d) Special use approval extension request. A request for a site plan extension shall be
35 accompanied by a fee of Two Hundred Fifty Dollars (\$250.00).

38 **1450.12 FEES FOR PLANNED UNIT DEVELOPMENTS.**

39 All planned unit development applications made to Planning Commission or to the City Council
40 pursuant to the Zoning Code shall be accompanied by all fees and escrows in the manner set forth
41 in Sections ~~1450.08 and~~ 1450.09 hereof.
42

1 **1450.13 FEES FOR SITE CONDOMINIUM PROJECTS.**

2 All site condominium project applications made to the Planning Commission or to the City Council
3 pursuant to the Howell Zoning Code shall be accompanied by a fee in the manner set forth in
4 Sections ~~1450.08 and~~ 1450.09 hereof

7 **1450.14 MISCELLANEOUS FEES.**

8 ~~All property owners shall obtain a permit from the Building Inspector prior to the installation of
9 any of the following, together with a fee for the issuance of the permit, as follows:~~

10 ~~—(a) Applications for deck installation shall be accompanied by a fee of one hundred dollars
11 (\$100.00);~~

12 ~~—(b) Applications for all pool installations shall be one hundred dollars (\$100.00);~~

13 ~~—(c) Applications for re-roofing of any residential or commercial building shall be
14 accompanied by a fee of one hundred dollars (\$100.00);~~

15 ~~—(d) Applications for sidewalk cafes shall be accompanied by a fee of twenty five dollars
16 (\$25.00);~~

17 ~~—(e) A seventy five dollar (\$75.00) re-inspection fee shall be charged for all inspections over
18 the required inspections and for any failed inspections after the first failed inspection for a given
19 project; and~~

20 ~~—(f) All work performed prior to the issuance of a permit as set forth herein shall be
21 accompanied by a fee equal to the cost of the required permit, in addition to the original cost of
22 the permit.~~

23 The following fees are established for various other building and zoning related matters:

24 (a) Applications for any type of accessory structure, including deck, pools, sheds, etc. shall
25 be accompanied by a fee of One Hundred Dollars (\$100.00).

26 (b) Applications for roof or re-roof permit for any residential or commercial building shall
27 be accompanied by a fee of One Hundred Dollars (\$100.00).

28 (c) A Seventy-Five Dollar (\$75.00) fee shall be charged for all inspections over the required
29 inspections and for any failed inspections after the first failed inspection for a given project.

30 (d) All work performed prior to the issuance of a permit as set forth herein shall be
31 accompanied by a fee equal to the cost of the required permit, in addition to the original cost of
32 the permit.

33 (e) An application for an address assignment or change in address shall be accompanied by
34 a fee of Fifty Dollars (\$50.00).

35 (f) An application for a zoning verification letter shall be accompanied by a fee of One
36 Hundred Dollars (\$100.00).

37 (g) An application for a zoning compliance letter or change of use shall be accompanied
38 by a fee of One Hundred Fifty Dollars (\$150.00).

39 (h) An application for a sidewalk cafe shall be accompanied by a fee of One Hundred Fifty
40 Dollars (\$150.00).

41 (i) An application for a temporary Structure shall be accompanied by a fee of One Hundred
42 Fifty Dollars (\$150.00).

1 (j) An application for a Mobile Home Set-up shall be accompanied by a fee of One Hundred
2 Fifty Dollars (\$150.00).

3 (k) A request for a Pre-Application Meeting shall be accompanied by a fee of Three
4 Hundred Fifty Dollars (\$350.00).

5
6
7
8 **1450.15 TEMPORARY HOUSING.**

9 All applications for temporary housing pursuant to the Howell Zoning Code shall be
10 accompanied by a fee of Five Hundred Dollars (\$500.00). In addition, there shall be an escrow
11 account established to cover review costs by the City’s consulting planner as well as any other
12 reasonable expenses deemed necessary by the City Manager. The escrow amount shall be One
13 Thousand Dollars (\$1,000.00). Any escrow amount remaining after the completion of the review
14 process will be refunded to the applicant.

15
16
17 **1450.16 Residential Rental.**

18 Fees associated with rental registration and inspection shall be as follows:

19 (a) Single Family Structures. The initial registration fee shall be Fifty-Five Dollars (\$55).

20 The inspection fee shall be One Hundred Dollars (\$100) for an exterior and interior
21 inspection.

22 (b) Duplex Structures. The initial registration fee shall be Fifty-Five Dollars (\$55). The
23 inspection fee shall be Fifty Dollars (\$50) for the exterior and Fifty Dollars (\$50) for
24 each dwelling unit for an interior inspection.

25 (c) Multifamily Structures. The initial registration fee shall be Fifty-Five Dollars (\$55) per
26 structure. The inspection fee shall be One Hundred Dollars (\$100) per structure for the
27 exterior of the building, common areas, and grounds. The inspection fee for each
28 mechanical room shall be Fifty Dollars (\$50). The inspection fee for each dwelling unit
29 shall be Fifty Dollars (\$50).

30 (d) All Structures. The following registration and inspection fees shall apply to all
31 structures:

32 1. Renewal Registration - No Charge for Same Owner/Agent.

33 2. Ownership/Agent Transfer - Fifty Dollars (\$50) per structure.

34 3. Re-Inspection to verify code compliance, if necessary. - Forty Dollars (\$40)

35 4. Late Cancellation – Twenty-Five Dollars (\$25). However, one (1) late cancellation
36 will be permitted per inspection cycle at no cost.

37 5. No Show/Lock Out – Equal to scheduled inspection fee.

38 6. Complaint Inspection – Forty Dollars (\$40) fee to tenant, however, the fee shall
39 be waived if code violations are verified.

40 7. Complaint Re-Inspection – Forty Dollars (\$40) fee to property owner if code
41 violations exist

42 8. Failure to Register/Renew – Two Hundred Fifty Dollars (\$250) per structure plus
43 inspection fees

1 9. Furnace/Boiler Certification By Licensed Mechanical Contractor at Owner
2 Expense

3
4 **1450.99 PENALTY.**

5 Whoever violates any provision of this Chapter by either not securing or paying a fee as set forth
6 herein is responsible for a municipal civil infraction and shall be subject to the civil fines as set
7 forth in Section 202.99 of the Howell City Code.

8
9
10 **Section 2.** All Ordinances inconsistent herewith are hereby repealed.

11
12 **Section 3.** This Ordinance shall take effect seven (7) days after publication and pursuant to the
13 Howell City Charter.

14
15 ADOPTED by the Howell City Council at its regular meeting this ___ day of February 2022.

16
17
18 _____
19 BY: ROBERT ELLIS, MAYOR

20
21
22 _____
23 BY: ANGELA GUILLEN, CLERK

24 **CERTIFICATION**

25
26 I hereby certify that the foregoing is a true and complete copy of Ordinance No. 948, adopted by
27 the City Council of the City of Howell, Livingston County, Michigan, at a regular meeting held
28 on the ___ day of February 2022 and that the meeting was held, and the minutes therefore were
29 filed in compliance with Act No. 267 of the Public Acts of 1976.

30
31 IN WITNESS WHEREOF, I have hereto affixed my official signature this ___ day of
32 February 2022.

33
34
35 _____
36 BY:
Howell City Clerk

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: MICHAEL SPITLER, DEPUTY DIRECTOR OF PUBLIC SERVICES
DATE: FEBRUARY 8, 2022
RE: CITY HALL ASBESTOS REMOVAL

In December of 2021, Council approved the City Hall boiler replacement and duct upgrade project. In early January, staff began working with S&Z Sheetmetal for the ductwork portion of the project. During an on-site walk-through held on February 7, the contractor surmised that some of the older ceiling tiles on the first and third floors might contain asbestos. Since the ceiling tiles needed to be removed to access the ductwork, staff sent a sample to Apex Research of Whitmore Lake for testing, which came back positive.

Due to the timeline of when the contractor had available to replace the ductwork, staff needed to move quickly to procure a licensed asbestos removal company. Since the city was already working with Regal Rigging and Demolition on the asbestos profile for 504 N. Court, we asked them to provide a quote for City Hall. The attached proposal calls for the removal of 5,780 square feet of ceiling tile and track system for a cost of \$11,560. Regal agreed to perform all work over the weekend to limit exposure and minimize disruption to City staff.

Asbestos removal was not included in the original budget for the boiler replacement and duct upgrade project. However, funds are available in line item 101-265-975.000, City Hall Buildings / Bldg Improvements, to cover the cost of asbestos removal of \$11,560.


Regal completed the ceiling tile removal for the first floor on February 5-6th and will tackle the third floor on Saturday, February 12. S&Z Sheetmetal started replacing ductwork for the first floor on the 8th.

This expense received emergency authorization from the City Manager to keep the project in budget and on time. This expense will still need to be approved by Council even though the work is completed.

ACTION REQUESTED:

A motion to approve Regal Demolition to remove 5,780 square feet of ceiling tile and track for a cost not to exceed \$11,560.

REVIEWED & APPROVED FOR SUBMISSION:

A handwritten signature in black ink, appearing to read "E. Suida".

Ervin J. Suida,
City Manager

BUDGETED & AVAILABLE:

A handwritten signature in blue ink, appearing to read "Elle Cole O'Connell".

Elle Cole O'Connell,
Finance Director/Treasurer



Regal Demolition

2440 W Highland Rd · Howell, Mi. 48855

(810)206-8910

January 31,2022

To: City of Howell

RE: ceiling tile removal

Line items: To Remove and dispose of 5780 sq ft of asbestos ceiling tile at 611 E Grand River in Howell Mi. Also to removal of track system and retiring of the lighting if necessary.

All vents to be covered and cleanup of all dust included. Disposal is included, to be manifested at the landfill.

\$11,560

Other Terms:

1. Regal will not be held liable for any damages upon entering and exiting said property due to trafficking (i.e. curbs, gutters, spoils, concrete or asphalt driveways, sidewalks, grass, sprinklers, underground utilities, etc).
2. Regal shall maintain all necessary insurances.
3. Regal will complete the project within the project requirements.
4. Septic locating and pumping (if applicable), well abandonment (if applicable), disconnects, and stubs are the responsibility of the homeowner.
5. Unknown permit cost (including any bonding) will be the responsibility of Regal
6. Pulling of permits is included in this quote.
7. Footings or slab thicknesses that turn out to be more than 25% larger than code will incur additional charges (if applicable).
- 8.All materials on site and salvage rights to the property belong to Regal Demolition once agreement is signed.

Payment Terms: 30 days upon completion

Tracey Walter

Director of field operations

810-206-8910

X_____ X_____ Regal representative

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: ELLE COLE O'CONNELL, FINANCE DIRECTOR/TREASURER
DATE: FEBRUARY 10, 2022
RE: PLANTE MORAN CONSULTING SERVICES

During the past six weeks at the City of Howell, I have begun to assess staff and procedures for the Finance and Treasurer's Department. We have several opportunities to increase performance and provide better services to our residents in our department. Considering all factors, staff recommends assistance from Plante Moran, LLP (with pricing from three local communities' competitive bids) for the following areas of need.

INTERNAL CONTROLS

The City of Howell is dedicated to integrity and ethics of the highest standards. Internal control helps the city run its operations efficiently and effectively, report reliable information about our operations, and ensures we comply with applicable laws and regulations. There are several opportunities for Plante Moran to step in a perform tasks that require separation of controls, as I serve in the Finance Director and Treasurer roles to help exercise oversight of responsibilities and structure.

TRAINING

Currently our longest tenured employee has less than two years of service to the city. The rest of our team has been brought on within the last year. The city has utilized a lean staffing model, that has functioned with a team that has talented leaders in the making. We have an area of opportunity in the strength of our accounting services. The Finance team can grow a strong general ledger and accounting staff, but in the interim a strong knowledge of accounting support is needed. Plante Moran can assist with this training, that the team are eager to learn.

Plante Moran can assist with everything from record keeping, bank reconciliations and transaction processing to providing ideas for cutting costs and increasing revenue. More strategically, they can support our team in financial planning and analysis support to develop tools that we can leverage for long-term value, from forecasting, budgeting and cash flow projections, to reporting function development.

CHART OF ACCOUNTS CONVERSION

The State of Michigan is mandates that we convert no later than this fiscal year to new Uniform Chart of Accounts. The Uniform Chart of Accounts provides a systematic arrangement and means for the uniform accumulation, recording, and reporting of financial information and transactions for all local units of government in Michigan. This system follows Generally Accepted Accounting Principles (GAAP) and Michigan law. If used consistently and properly, it will facilitate the preparation of prescribed reports and will assure responsible local officials and the public that similar transactions are recorded in the same manner, within our local unit. The Uniform Chart of Accounts conversion is upon and with a new team in the Finance Department, we need to ensure that the transition is flawless, as such Plante Moran can assist with this tremendous and important project.

FUNDING OPPORTUNITIES

During the next five years, the State of Michigan and Federal government will be allocating unprecedented number of financial resources to local government units. There are ever-changing rules and regulations surrounding these funds, the ability to participate in receipt of monies and the ability to capture everything the city can during these times. We want to secure a sound moving financial system that can adapt quickly to navigate application, receipt, deployment, and reporting for these dollars. Time is of the essence in getting our structure secure to absorb extra funds and work to coincide with these benefits.

UPDATING POLICIES & PROCEDURES

This is a transformational moment. Taking a thorough and innovative approach to our finance and accounting processes, procedures and functions will ensure longevity and excellence in the City of Howell Finance and Treasury Department. As we move to automation of our accounting department, the time is now to update our policies and procedures to best-in-class utilizing all resources. We need to incorporate every means of support to produce the highest excellence in these changes so they may be steadfast and long-lasting. While there is an up-front cost to assist with these tasks, the dividends will be exponential.

AUTOMATION & FULL UTILIZATION OF FINANCIAL SOFTWARE

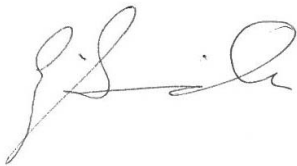
The city has software that will allow for more online payments taken by the city for residents, automated digital payments (streamlining utilities), perform bank reconciliations within our general ledger module, have scanners that read invoices for direct receipting integration, the ability to take credit card payments for parking tickets, upgrade our existing budgeting platform, integrate purchasing with our accounts payable system, download and use all credit card transactions into our software, streamline integration between our general ledger and tax modules, accept online building payment, permits and inspections, and allow department integration in monthly reviews. These are the known areas where use of technology will improve accuracy, effectiveness, and efficiency. These were part of goals and objectives established by city council.

ACTION REQUESTED

“A motion to approve consulting services from Plante Moran, LLP not to exceed \$25,000.”

REVIEWED & APPROVED FOR SUBMISSION:

BUDGETED & AVAILABLE:



Ervin J. Suida,
City Manager



Elle Cole O'Connell,
Finance Director/Treasurer

January 27, 2022

Make the mark.

CITY OF HOWELL

Accounting Services Proposal



Plante & Moran, PLLC
P.O. Box 307
3000 Town Center, Suite 100
Southfield, MI 48075
Tel: 248.352.2500
Fax: 248.352.0018
plantemoran.com

January 27, 2022

Ms. Elle O'Connell
Finance Director/Treasurer
City of Howell
611 East Grand River Ave.
Howell, MI 48843

Dear Elle,

Thank you for the opportunity to submit our proposal for governmental accounting services to the City of Howell ("the City"). We know that as a governmental institution, it can be challenging to allocate your limited resources to daily accounting and financial planning and analysis. Employing a qualified full-time accountant is often out of budget, or impractical for daily operations, but you still must maintain accurate, up-to-date financial information. Thankfully, we have a full menu of outsourced accounting service offerings designed to reduce the burden on you while ensuring all your accounting needs are met.

Here's what you can expect from our outsourced accounting solution:

- **Our team exclusively serves government and not-for-profit organizations.** Our team has the experience to serve the City at the highest level from day one.
- **Our services are scalable.** Whether you need an immediate interim solution, or long-term outsourced accounting support, we can help with any of the City's financial needs.
- **All of our services can be performed 100% remotely if needed.** Our investments in technology allow for a streamlined, efficient process, meaning that in a fully remote environment, we can provide premiere service while using less of your valuable time in the process.

We don't just want to check off a series of boxes to complete the engagement — we want to be a true partner you can call when you need an expert perspective on your goals and challenges. We'll be here to advise you, and with the resources of the entire firm at our disposal, we'll bring the governmental experience that you need.

We will follow up promptly to answer any additional questions you might have. We look forward to it.

Sincerely,

Brian J. Camiller, CPA
Engagement Partner
248-223-3840
brian.camiller@plantemoran.com

Kari Shea, CPA
Principal
248-223-3287
kari.shea@plantemoran.com

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Firm overview

We are the 13th largest certified public accounting and management consulting firm in the nation. With **a history spanning nearly 100 years**, our firm provides clients with financial, human capital, operations improvement, strategic planning, technology selection and implementation, and family wealth management services.

Fast facts



1924

Year founded



3,300+

Staff



24

Offices worldwide



25+

Industries served



50

States with clients



100+

Countries with clients



45+

Services available



30

Languages spoken
firmwide

Plante Moran's history and culture, in under five minutes

Our firm's founders had a vision:
**"to create a people firm disguised
as an accounting firm."**

In other words, our professional expertise is just one part of who we are. Our character is what sets us apart and allows us to build meaningful relationships with our clients and colleagues.

As we move into the future — and continue to use artificial intelligence, data analytics, and other technologies to empower our client service model in new ways — we'll hold steadfast to that philosophy.



We invite you to watch our short film at plantemoran.com/get-to-know, which captures our history, goals, and impact.

Our team in action

Our greatest asset is our people — not just their knowledge, but also their integrity and commitment to our clients, staff, and communities. Our philosophy for staffing your engagement is simple: find the best people with the most relevant experience and balance the team with complementary ways of thinking.



Brian Camiller, CPA
Engagement Partner

248-223-3840 | brian.camiller@plantemoran.com

Experience: I provide permanent and temporary accounting assistance to all types of government entities in my role in Plante Moran’s Government Accounting Professionals (PMGAP) group. Whether we act as a group’s finance director, budget director, or bookkeeper, our aim is always to restore financial stability to a troubled environment. Our government clients — including cities, counties, townships, villages, authorities, and libraries — appreciate that we deliver solutions on time and under budget.

I’ve spoken to numerous municipal groups throughout Michigan covering topics such as budget preparation, new GASB pronouncements, and ways to manage a diverse group of employees. I’m a member of the Michigan Government Finance Officers Association, Michigan Municipal Treasurers Association, Michigan Municipal Executives, the AICPA, and the MACPA. I received my accounting degree from Michigan State University.

My clients as the leader of PMGAP include: City of Detroit, MI; City of New Orleans, LA; City of Pontiac, MI; City of Wayne, MI; City of Ferndale, MI; Charter Township of Clinton, MI.

Fun fact: I consider myself a pop culture aficionado, with specialties in television and films of the 1980s, Marvel comics, and the history of the professional wrestling industry.



Kari Shea, CPA
Principal

248-223-3287 | kari.shea@plantemoran.com

Experience: As a principal in the firm’s Government Accounting Professionals (PMGAP) group, I provide permanent and temporary accounting assistance for all types of governments. I chose public accounting because of its emphasis on client service. I have a strong passion for serving my clients, and I deeply care about their mission and success.

I’m a member of the AICPA, the Michigan Association of CPAs, and the Michigan Government Finance Officers Association, where I am the Chair of the Professional Development Committee. I’m also a board member for the Farmington/Farmington Hills Foundation for Youth and Families. I earned a B.B.A. in accounting and finance and an M.S. in accounting from the University of Michigan – Dearborn.

My clients as a leader of PMGAP include: City of Detroit, MI; Milan, MI; New Baltimore, MI; Dundee, MI; Holly, MI; Franklin, MI; Mount Clemens, MI.

Fun fact: My husband and our two boys love to travel — especially to the beach. Spending time with my family is always a priority, and I look forward to planning our trips and getaways each year.



Carolyn Lorenz, CPA

Manager

248-223-3283 | carolyn.lorenz@plantemor.com

Experience: I have more than 20 years of experience in accounting and auditing, specializing in municipalities. My special project experience includes temporary financial management, including managing municipal finance departments; performing detailed reconciliations, and day-to-day accounting tasks; year-end audit preparation, including creating audit schedules and preparing financial statements; emergency assistance including rebuilding accounting history and bringing delinquent accounting records up to date; preparation of five-year forecast models, including utility rate models; implementing GASB pronouncements; preparing utility rate studies; creating and monitoring annual budgets; assisting with accounts payable, accounts receivable and payroll functions; chart of account redesign and business process reviews.

As a member of PMGAP, my recent clients include: City of Flint, City of Pleasant Ridge, City of New Baltimore, 31st District Court, City of Hamtramck, Clinton Township, Tyrone Township, and Village of Ontonagon.

Fun fact: I am a graduate of Oakland University and a member of the AICPA and MACPA. I love spending time with friends and family and enjoy spending time out outdoors.

Government accounting and financial solutions

We know the City has unique challenges and goals. We'll begin our partnership by identifying your distinct accounting needs and structure our services to address them. Our accounting consultants will quickly become a seamless extension of your key functional areas, providing the expertise to support your mission.



How we help:

- **Accounting support** – Our experienced team will meet your accounting needs for bank reconciliations, month-end close assistance, audit preparation, financial reporting support, and budget creation. Interim staffing support roles include accountant, analyst, controller, and finance director.
- **Accounting outsourcing** – Whether you're looking to outsource all or a part of your accounting functions, our certified team members can assume those duties, including using cloud-based systems so you always have access to accurate, real-time information.
- **Financial transformation** – We work with you to analyze, develop, and implement processes, identify risks and needed internal controls.
- **Financial planning and analysis** – We develop tools that clients can leverage for long-term value, from forecasting, budgeting and cash flow projections, to reporting function development.
- **Special projects** – We help you develop policy and procedure documentation to meet requirements and ensure compliance. Our narratives and flowchart diagrams give you a reliable day- to-day reference.

Our project management and service approach

Our expertise establishing workplans, managing tasks to goals and objectives, and resolving issues means projects are completed timely. Our phased approach includes planning, monitoring, and assessing to consistently deliver high quality and accuracy.

Your organization gains:

- **Expertise** – Our team members have an average 15 years' experience and possess numerous certifications (such as CPA, MSA, MBA, and CFE).
- **Collective power of the firm** – You receive direct access to the breadth and depth of the firm's resources, including technical, industry, and consulting expertise. We currently serve over 1,700 public sector clients.
- **Freedom from hiring, training, and retaining staff** – You can contract or expand resources as needed. For some clients, having our support can eliminate the need to invest in office space, hardware, or software.
- **Real-time access to information** – Cloud-based access to current information improves your decision-making support and offers an accurate, holistic picture of all financials, anytime.
- **Flexibility and accounting platforms** – You can continue to use your accounting system or one of our platforms to best meet your needs.
- **Greater focus and productivity** – Our resources, processes, technology, and expertise let you focus on what matters most to your organization.

January 27, 2022

Ms. Elle O'Connell
City of Howell
611 East Grand River Avenue
Howell, MI 48843

Dear Elle:

Thank you for your selection of Plante & Moran, PLLC ("PM") to assist you. This letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, confirms our understanding of the nature, limitations, and terms of the services PM will provide to City of Howell ("Client").

Scope of Services

We will provide temporary financial assistance at your discretion. Our work product will be in the form of preparing and reviewing financial schedules and analysis created under the direction and supervision of Treasurer/Finance Director Elle O'Connell.

Based on our previous conversations, the following activities are among those for which you may request we provide assistance:

- Assistance with audit workpaper preparation.
- Facilitation of the audit process with the external auditor.
- Assistance with the preparation of bank reconciliations for bank accounts selected by the City. We will identify reconciling items to be evaluated and approved by management.
- Provide feedback and suggestions for possible process improvements based on our observations of the City's accounting practices and software configuration during this assignment. Any subsequent changes to City process, policies, or software configuration are the responsibility of Management.
- Prepare, review, or assist with budget amendments and/or budget development as requested.
- Provide assistance with implementation of upcoming GASB pronouncements including reviewing the details of the existing general ledger, working with the City to identify potential changes, and assist City with any further necessary research.
- Prepare, review, or assist with annual reporting to the State of Michigan (F-65, Act 51, Qualifying Statement, CVTRS, Form 5572, etc.).
- Periodic meetings with City Management.
- Other task requested by City Management.

It should be noted that at no time during this engagement will we be responsible for making investment decisions, signing checks, making bank transfers, initiating ACH or wire transfers, or handling cash in any way.

We expect our work will be performed both remotely and in person. Meetings and presentations will be conducted using Zoom or Microsoft Teams. For procedures that are necessary to be performed onsite, we will work with you to schedule that work based on and subject to applicable legal requirements and/or guidance regarding worksite safety conditions. While working remotely, we will rely on the City of Howell to provide any electronic documents we require, and remote access to the general ledger and other electronic systems.

Fees and Payment Terms

The fee for our services, subject to the terms and conditions of the accompanying Professional Services Agreement, will be based on the actual time that staff expend and will be billed at the following discounted hourly rates:

Accounting Consultant	\$140
Senior Accounting Consultant	\$160
Manager	\$220
Partner/Principal	\$340

The majority of our work will be performed by either a Consultant or Senior Consultant. We strive to be as efficient as possible and delegate work to the most cost-effective member of our team.

The rates listed above will increase three percent on July 1, 2022 and annually thereafter should you continue to utilize this service.

Any other projects or consulting services in addition to the ones noted above may be requested by City management. Fees for those additional services will be negotiated and included in a separate engagement letter.

As you probably realize, our primary cost is salaries that are paid currently. Accordingly, our invoices, which will be rendered as services are provided are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

Ms. Elle O'Connell
City of Howell

January 27, 2022

For your convenience, payments can be made via domestic wire or ACH to the following account:

Domestic Wire

Bank of America
100 West 33rd Street
New York, NY 10001
Account No. 9890996003
Routing/ABA No. 026009593
Account Name: Plante & Moran, PLLC
Account Address: 3000 Town Center
Suite 400
Southfield, MI 48075

ACH

Bank of America
1401 Elm Street 2nd Floor
Dallas TX 75202
Account No. 9890996003
Routing/ABA No. 071000039
Account Name: Plante & Moran, PLLC
Account Address 3000 Town Center
Suite 400
Southfield, MI 48075

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC



Brian J. Camiller, CPA
Partner

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement (collectively "Agreement"), which set forth the entire agreement between City of Howell and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

City of Howell

Elle O'Connell

Date

Title

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: MATT DAVIS, DPS DIRECTOR
DATE: FEBRUARY 9, 2022
RE: DWRF EAST GRAND RIVER WATER MAIN IMPROVEMENTS

As part of the process for submitting for the Drinking Water Revolving Fund (DWRF) Program, on April 22nd, 2019, City Council adopted Resolution No 19-10 Adopting a Final Project Plan for Water System Improvements and Designating an Authorized Project Representative. The adopted Project Plan consists of the following project phasing:

- Phase 1 (2020) – Water Treatment Plant Improvements
- Phase 2 (2021) – Clinton St
- Phase 3 (2022) – East Grand River
- Phase 4 (2023) – West Grand River

Phase 1 and Phase 2 have been completed.

In June of 2021, City staff and HRC were authorized to complete the design and bid documents for Phase 3 (2022), the East Grand River Water Main Improvements Project. The project was advertised for bid on December 20th, 2021. On January 21st, 2022, the City received and opened three (3) proposals, ranging from a low of \$2,599,147.22 to a high of \$3,082,993.52. The low bidder for this project was C&D Hughes, Inc. of Charlotte, Michigan.

Reference checks have been very favorable from Communities in which C&D Hughes, Inc. performed similar work. C&D Hughes was also the Contractor for the Phase 2 (2021) – Clinton Street Reconstruction project and performed satisfactorily. Based on references, bid prices submitted, and previous work performed for the City, we recommend tentatively awarding this contract to C&D Hughes, Inc. of Charlotte, Michigan, for a total amount of \$2,599,147.22 contingent upon successful financial arrangements with the DWRF.


In addition, HRC has prepared an engineering proposal (attached) for construction engineering associated with the project. The cost of HRC's construction engineering services are proposed not to exceed \$345,000.00. This matches the costs submitted to EGLE on the Part II DWRF loan application. Per our current contract with HRC, they will only invoice the City for the actual time spent on this project.

This project will be funded through the state of Michigan's Drinking Water Revolving Loan Fund (DWRF) program.

ACTION REQUESTED:

1. A motion to adopt Resolution No. 22-03, a Resolution to Tentatively Award a Construction Contract for Water System Improvements.
2. A motion to approve the Proposal for Construction Engineering Services from HRC for the East Grand River Water Main project, for an amount not to exceed \$345,000.00.

REVIEWED & APPROVED FOR SUBMISSION:



Ervin J. Suida,
City Manager

BUDGETED & AVAILABLE:



Elle Cole O'Connell,
Finance Director/Treasurer

January 24, 2022

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

Attn: Mr. Matt Davis, Director of Public Services

Re: Award Recommendation
East Grand River Water Main Improvements

Dear Mr. Davis:

On Friday January 21, 2022, the city received and opened bids for the East Grand River Water Main Improvements project. A total of three (3) contractors submitted bids which ranged from a low of \$2,599,147.22 to a high of \$3,082,993.52. The low bid was submitted by C&D Hughes, Inc. of Charlotte. Attached is one (1) copy of the bid tab for your records.

C&D Hughes has completed similar work for the City of Howell and other municipalities and have successfully completed their projects in accordance with the contract documents. Therefore, we have no objections to award the East Grand River Water Main Improvements contract to C&D Hughes.

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

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Michael P. Darga, PE

MPD
Attachment

pc: City of Howell; E. Suida, M. Spittle
C&D Hughes; C. Dexter, S. Strasser
EGLE; K. Roeder
HRC; N. Faught, A. Malczewski, T. Pietila, File

C & D Hughes, Inc.
 3097 Lansing Road
 Charlotte, MI 48813
 Phone: (517) 645-0111

Fessler & Bowman, Inc.
 4099 Eagles Nest Ct.
 Flushing, MI 48433
 Phone: (810) 733-1313

Springline Excavating, LLC
 32945 Folsom Road
 Farmington Hills, MI 48336
 Phone: (248) 957-8757

Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
BASE BID								
1. Mobilization, Max 10%	1	LS	\$170,000.00	\$170,000.00	\$244,000.00	\$244,000.00	\$200,000.00	\$200,000.00
2. Tree, Rem, 19 inch to 36 inch	3	Ea	\$1,720.00	\$5,160.00	\$1,000.00	\$3,000.00	\$1,720.00	\$5,160.00
3. Tree, Rem, 6 inch to 18 inch	2	Ea	\$475.00	\$950.00	\$500.00	\$1,000.00	\$475.00	\$950.00
4. Curb and Gutter, Rem	620	Ft	\$12.00	\$7,440.00	\$7.50	\$4,650.00	\$18.00	\$11,160.00
5. Pavt, Rem	1,240	Syd	\$30.00	\$37,200.00	\$8.50	\$10,540.00	\$25.00	\$31,000.00
6. Sidewalk, Rem	469	Syd	\$15.00	\$7,035.00	\$12.00	\$5,628.00	\$16.00	\$7,504.00
7. Exploratory Investigation, Vertical	250	Ft	\$25.00	\$6,250.00	\$134.00	\$33,500.00	\$87.00	\$21,750.00
8. Subgrade Undercutting, 1x3, Special	100	Cyd	\$60.00	\$6,000.00	\$90.00	\$9,000.00	\$55.00	\$5,500.00
9. Geogrid, Special	300	Syd	\$5.00	\$1,500.00	\$10.00	\$3,000.00	\$6.00	\$1,800.00
10. Erosion Control, Inlet Protection, Fabric Drop	40	Ea	\$100.00	\$4,000.00	\$100.00	\$4,000.00	\$200.00	\$8,000.00
11. Erosion Control, Silt Fence	200	Ft	\$4.00	\$800.00	\$2.25	\$450.00	\$4.00	\$800.00
12. Aggregate Base, 4 inch, Special	483	Syd	\$18.00	\$8,694.00	\$14.00	\$6,762.00	\$9.00	\$4,347.00
13. Aggregate Base, 6 inch, Special	223	Syd	\$18.00	\$4,014.00	\$17.00	\$3,791.00	\$13.00	\$2,899.00
14. Aggregate Base, 8 inch, Special	1,338	Syd	\$15.00	\$20,070.00	\$21.00	\$28,098.00	\$18.00	\$24,084.00
15. Maintenance Gravel	250	Ton	\$50.00	\$12,500.00	\$54.00	\$13,500.00	\$35.00	\$8,750.00
16. Utility Structure, Temp Lowering, Special	6	Ea	\$700.00	\$4,200.00	\$295.00	\$1,770.00	\$600.00	\$3,600.00
17. Dr Structure Cover, Adj, Case 1	5	Ea	\$600.00	\$3,000.00	\$705.00	\$3,525.00	\$1,055.00	\$5,275.00
18. Dr Structure Cover, Adj, Case 2	5	Ea	\$600.00	\$3,000.00	\$515.00	\$2,575.00	\$750.00	\$3,750.00
19. HMA Surface, Rem	1,463	Syd	\$15.00	\$21,945.00	\$6.50	\$9,509.50	\$12.00	\$17,556.00
20. HMA Approach	46	Ton	\$500.00	\$23,000.00	\$325.00	\$14,950.00	\$325.00	\$14,950.00
21. HMA, 3EML	143	Ton	\$300.00	\$42,900.00	\$325.00	\$46,475.00	\$325.00	\$46,475.00
22. HMA, 4EML	104	Ton	\$300.00	\$31,200.00	\$325.00	\$33,800.00	\$325.00	\$33,800.00
23. HMA, 5EML	64	Ton	\$350.00	\$22,400.00	\$325.00	\$20,800.00	\$325.00	\$20,800.00
24. Driveway, Nonreinf Conc, 6 inch	71	Syd	\$44.50	\$3,159.50	\$75.00	\$5,325.00	\$75.00	\$5,325.00
25. Curb and Gutter, Conc, Det C4	512	Ft	\$24.35	\$12,467.20	\$35.00	\$17,920.00	\$35.00	\$17,920.00
26. Driveway Opening, Conc, Det M	45	Ft	\$25.00	\$1,125.00	\$40.00	\$1,800.00	\$40.00	\$1,800.00
27. Detectable Warning Surface	56	Ft	\$34.00	\$1,904.00	\$50.00	\$2,800.00	\$50.00	\$2,800.00
28. Curb Ramp Opening, Conc	63	Ft	\$25.00	\$1,575.00	\$35.00	\$2,205.00	\$35.00	\$2,205.00
29. Sidewalk, Conc, 4 inch	3,599	Sft	\$4.00	\$14,396.00	\$6.50	\$23,393.50	\$6.50	\$23,393.50
30. Sidewalk, Conc, 6 inch	300	Sft	\$5.00	\$1,500.00	\$7.50	\$2,250.00	\$7.50	\$2,250.00
31. Curb Ramp, Conc, 6 inch	175	Sft	\$7.00	\$1,225.00	\$10.50	\$1,837.50	\$10.50	\$1,837.50
32. Pavt Mrkg, Sprayable Thermopl, 4 inch, White	50	Ft	\$2.00	\$100.00	\$2.00	\$100.00	\$2.00	\$100.00
33. Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	310	Ft	\$2.00	\$620.00	\$2.00	\$620.00	\$2.00	\$620.00
34. Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	300	Ft	\$5.00	\$1,500.00	\$5.00	\$1,500.00	\$5.00	\$1,500.00
35. Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk	50	Ft	\$10.00	\$500.00	\$10.00	\$500.00	\$10.00	\$500.00
36. Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	50	Ft	\$15.00	\$750.00	\$15.00	\$750.00	\$15.00	\$750.00
37. Lighted Arrow, Type C, Furn	2	Ea	\$400.00	\$800.00	\$400.00	\$800.00	\$400.00	\$800.00
38. Lighted Arrow, Type C, Oper	2	Ea	\$0.01	\$0.02	\$0.01	\$0.02	\$0.01	\$0.02
39. Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	50	Ea	\$75.00	\$3,750.00	\$75.00	\$3,750.00	\$75.00	\$3,750.00
40. Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	50	Ea	\$0.01	\$0.50	\$0.01	\$0.50	\$0.01	\$0.50
41. Pedestrian Type II Barricade, Temp	20	Ea	\$100.00	\$2,000.00	\$100.00	\$2,000.00	\$100.00	\$2,000.00
42. Plastic Drum, Fluorescent, Furn	500	Ea	\$17.00	\$8,500.00	\$17.00	\$8,500.00	\$17.00	\$8,500.00
43. Plastic Drum, Fluorescent, Oper	500	Ea	\$0.01	\$5.00	\$0.01	\$5.00	\$0.01	\$5.00
44. Channelizing Device, 42 inch, Fluorescent, Furn	500	Ea	\$15.00	\$7,500.00	\$15.00	\$7,500.00	\$15.00	\$7,500.00
45. Channelizing Device, 42 inch, Fluorescent, Oper	500	Ea	\$0.01	\$5.00	\$0.01	\$5.00	\$0.01	\$5.00
46. Minor Traf Devices	1	LS	\$75,000.00	\$75,000.00	\$65,000.00	\$65,000.00	\$12,500.00	\$12,500.00
47. Sign, Type B, Temp, Prismatic, Furn	1,000	Sft	\$4.00	\$4,000.00	\$4.00	\$4,000.00	\$4.00	\$4,000.00
48. Sign, Type B, Temp, Prismatic, Oper	1,000	Sft	\$0.01	\$10.00	\$0.01	\$10.00	\$0.01	\$10.00
49. Sign, Type B, Temp, Prismatic, Spec, Furn	500	Sft	\$8.00	\$4,000.00	\$8.00	\$4,000.00	\$8.00	\$4,000.00
50. Sign, Type B, Temp, Prismatic, Spec, Oper	500	Sft	\$0.01	\$5.00	\$0.01	\$5.00	\$0.01	\$5.00
51. Traffic Regulator Control	1	LS	\$25,000.00	\$25,000.00	\$59,998.98	\$59,998.98	\$55,000.00	\$55,000.00
52. Sign, Type III, Erect, Salv	5	Ea	\$100.00	\$500.00	\$100.00	\$500.00	\$10.00	\$50.00
53. Restoration, Hydroseeding, Special	3,925	Syd	\$9.00	\$35,325.00	\$8.50	\$33,362.50	\$6.75	\$26,493.75
54. Restoration, Hydroseeding, Stop Box to Meter, Special	343	Syd	\$9.00	\$3,087.00	\$8.50	\$2,915.50	\$6.75	\$2,315.25
55. Water Main, HDD, DI, 12 inch w/ Restrained Joints, Special	3,697	Ft	\$170.00	\$628,490.00	\$209.00	\$772,673.00	\$225.00	\$831,825.00
56. Fire Hydrant, Rem, Special	8	Ea	\$800.00	\$6,400.00	\$630.00	\$5,040.00	\$1,050.00	\$8,400.00
57. Water Main, Rem, Special	250	Ft	\$15.00	\$3,750.00	\$39.00	\$9,750.00	\$36.00	\$9,000.00
58. Gate Valve Well and Box, Adbandon in Road, Special	7	Ea	\$800.00	\$5,600.00	\$750.00	\$5,250.00	\$550.00	\$3,850.00
59. Water Main, DI, 4 inch, Wrapped, Special	72	Ft	\$200.00	\$14,400.00	\$132.00	\$9,504.00	\$180.00	\$12,960.00
60. Water Main, DI, 6 inch, Wrapped, Special	34	Ft	\$200.00	\$6,800.00	\$132.00	\$4,488.00	\$175.00	\$5,950.00

C & D Hughes, Inc.
 3097 Lansing Road
 Charlotte, MI 48813
 Phone: (517) 645-0111

Fessler & Bowman, Inc.
 4099 Eagles Nest Ct.
 Flushing, MI 48433
 Phone: (810) 733-1313

Springline Excavating, LLC
 32945 Folsom Road
 Farmington Hills, MI 48336
 Phone: (248) 957-8757

Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
61. Water Main, DI, 8 inch, Wrapped, Special	211	Ft	\$200.00	\$42,200.00	\$137.00	\$28,907.00	\$182.00	\$38,402.00
62. Water Main, DI, 12 inch, Wrapped, Special	757	Ft	\$175.00	\$132,475.00	\$195.00	\$147,615.00	\$204.00	\$154,428.00
63. Water Main, Connection, 4 inch, Special	4	Ea	\$6,000.00	\$24,000.00	\$4,600.00	\$18,400.00	\$5,250.00	\$21,000.00
64. Water Main, Connection, 6 inch, Special	1	Ea	\$6,000.00	\$6,000.00	\$4,600.00	\$4,600.00	\$5,250.00	\$5,250.00
65. Water Main, Connection, 8 inch, Special	2	Ea	\$6,000.00	\$12,000.00	\$7,400.00	\$14,800.00	\$5,250.00	\$10,500.00
66. Water Main, Connection, 12 inch, Special	6	Ea	\$7,000.00	\$42,000.00	\$9,100.00	\$54,600.00	\$5,250.00	\$31,500.00
67. Water Serv, Short Side, 1 inch, Special	282	Ft	\$50.00	\$14,100.00	\$58.00	\$16,356.00	\$46.00	\$12,972.00
68. Water Serv, Long Side, HDD, 1 inch, Special	1,447	Ft	\$95.00	\$137,465.00	\$66.00	\$95,502.00	\$58.00	\$83,926.00
69. Water Serv, Short Side, 2 inch, Special	120	Ft	\$100.00	\$12,000.00	\$73.00	\$8,760.00	\$58.00	\$6,960.00
70. Water Serv, Long Side, HDD, 2 inch, Special	495	Ft	\$115.00	\$56,925.00	\$88.00	\$43,560.00	\$70.00	\$34,650.00
71. Curb Stop and Box, 1 inch, Special	33	Ea	\$1,500.00	\$49,500.00	\$850.00	\$28,050.00	\$450.00	\$14,850.00
72. Curb Stop and Box, 2 inch, Special	5	Ea	\$2,500.00	\$12,500.00	\$1,500.00	\$7,500.00	\$900.00	\$4,500.00
73. Gate Valve and Box, 4 inch, Special	1	Ea	\$5,000.00	\$5,000.00	\$1,780.00	\$1,780.00	\$1,885.00	\$1,885.00
74. Gate Valve and Box, 6 inch, Special	1	Ea	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$2,135.00	\$2,135.00
75. Gate Valve and Box, 8 inch, Special	2	Ea	\$5,000.00	\$10,000.00	\$2,600.00	\$5,200.00	\$2,815.00	\$5,630.00
76. Gate Valve and Well, 12 inch, Special	12	Ea	\$8,000.00	\$96,000.00	\$8,000.00	\$96,000.00	\$7,260.00	\$87,120.00
77. Water Main, 4 inch, Cut and Cap, Special	5	Ea	\$700.00	\$3,500.00	\$4,400.00	\$22,000.00	\$990.00	\$4,950.00
78. Water Main, 6 inch, Cut and Cap, Special	2	Ea	\$700.00	\$1,400.00	\$4,450.00	\$8,900.00	\$1,025.00	\$2,050.00
79. Water Main, 8 inch, Cut and Cap, Special	1	Ea	\$1,000.00	\$1,000.00	\$4,500.00	\$4,500.00	\$1,080.00	\$1,080.00
80. Water Main, 12 inch, Cut and Cap, Special	5	Ea	\$1,000.00	\$5,000.00	\$4,700.00	\$23,500.00	\$1,250.00	\$6,250.00
81. Fire Hydrant, Case 1, Special	0	Ea	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
82. Fire Hydrant, Case 2, Special	7	Ea	\$10,000.00	\$70,000.00	\$9,100.00	\$63,700.00	\$6,650.00	\$46,550.00
83. Water Service, Stop Box to Meter, 1 inch, Special	14	Ea	\$6,000.00	\$84,000.00	\$3,400.00	\$47,600.00	\$4,250.00	\$59,500.00
84. Water Service, Stop Box to Meter, 1 inch, Additional Length, Special	150	Ft	\$70.00	\$10,500.00	\$55.00	\$8,250.00	\$31.00	\$4,650.00
85. Water Service, Stop Box to Meter, 2 inch, Special	5	Ea	\$9,000.00	\$45,000.00	\$5,600.00	\$28,000.00	\$6,600.00	\$33,000.00
86. Water Service, Stop Box to Meter, 2 inch, Additional Length, Special	100	Ft	\$90.00	\$9,000.00	\$70.00	\$7,000.00	\$47.00	\$4,700.00
87. Concrete Anchor Block, Special	0	Ea	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
88. Allowance for Contaminated Groundwater Remediation	250,000	Dlr	\$1.00	\$250,000.00	\$1.00	\$250,000.00	\$1.00	\$250,000.00
89. Non Haz Contaminated Material Handling and Disposal, LM	750	Cyd	\$40.00	\$30,000.00	\$62.00	\$46,500.00	\$43.00	\$32,250.00
90. Dewatering, Special	1	LS	\$60,000.00	\$60,000.00	\$55,000.00	\$55,000.00	\$545,000.00	\$545,000.00
91. Audio Video Route Survey, Special	1	LS	\$1,575.00	\$1,575.00	\$5,875.00	\$5,875.00	\$1,575.00	\$1,575.00
92. Concrete Collar, GVB, Special	2	Ea	\$500.00	\$1,000.00	\$800.00	\$1,600.00	\$800.00	\$1,600.00
93. Concrete Collar, MH, Special	5	Ea	\$500.00	\$2,500.00	\$800.00	\$4,000.00	\$800.00	\$4,000.00
94. Sprinkler Head, Relocate, Special	50	Ea	\$100.00	\$5,000.00	\$50.00	\$2,500.00	\$70.00	\$3,500.00
95. Sprinkler Head, Replace, Special	50	Ea	\$200.00	\$10,000.00	\$50.00	\$2,500.00	\$78.00	\$3,900.00
96. Sprinkler Line, Special	200	Ft	\$30.00	\$6,000.00	\$7.00	\$1,400.00	\$5.00	\$1,000.00
97. Sanitary Sewer Lead, Televising, Special	25	Ea	\$500.00	\$12,500.00	\$500.00	\$12,500.00	\$250.00	\$6,250.00
98. Reimbursed Permit Fee, Special	5,000	Dlr	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00
99. Nitrile Gasket, Special	200	Ea	\$50.00	\$10,000.00	\$175.00	\$35,000.00	\$51.00	\$10,200.00

TOTAL BASE BID CONSTRUCTION COST

\$2,599,147.22

\$2,773,337.00 *

\$3,082,543.52 *

ALTERNATE PRICING

1 Water Main, HDD, HDPE, DR11, 14 inch, Special	3,697	Ft	\$170.00	\$628,490.00	\$173.00	\$639,581.00	\$210.00	\$776,370.00
2 Fire Hydrant, Case 1, Special	3	Ea	\$10,000.00	\$30,000.00	\$12,000.00	\$36,000.00	\$6,650.00	\$19,950.00
3* Fire Hydrant, Case 2, Special	4	Ea	\$10,000.00	\$40,000.00	\$4,800.00	\$19,200.00	\$6,650.00	\$26,600.00
4 Concrete Anchor Block, Special	14	Ea	\$2,000.00	\$28,000.00	\$450.00	\$6,300.00	\$2,000.00	\$28,000.00

ENGINEER: Michael P. Darga, P.E.
 Hubbell, Roth & Clark, Inc.
 105 W. Grand River Ave.
 Howell, MI 48843

Corrected by Engineer*

RESOLUTION NO. 22-03
A RESOLUTION TO TENTATIVELY AWARD
A CONSTRUCTION CONTRACT FOR WATER SYSTEM IMPROVEMENTS

WHEREAS, the City of Howell wishes to construct improvements to its existing water treatment and distribution system; and,

WHEREAS, the water system improvements project formally adopted on April 22, 2019 will be funded through the state of Michigan's Drinking Water Revolving Loan Fund (DWRf) program; and,

WHEREAS, the City of Howell has sought and received construction bids for the proposed improvements and has received a low bid in the amount of \$2,599,147.22 from C & D Hughes, Inc.; and,

WHEREAS, the City's engineer, Hubbell, Roth & Clark, Inc. has recommended awarding the contract to the low bidder.

NOW THEREFORE BE IT RESOLVED, that the City of Howell tentatively awards the contract for construction of the proposed water system improvements project to C & D Hughes, Inc., contingent upon successful financial arrangements with the DWRf.

Yeas:

Nays:

Abstain:

Absent:

I certify that the above Resolution was adopted by the Howell City Council on February 14, 2022.

BY: **Angela Guillen, City Clerk**

Signature

Date

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of Resolution No. 22-03, adopted by the City Council of the City of Howell, Livingston County, Michigan, at a regular meeting held on the 14th day of February, 2022 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 14th day of February, 2022.

BY: Howell City Clerk

December 13, 2021

City of Howell
611 East Grand River
Howell, Michigan 48843

Attn: Mr. Matt Davis, Public Service Director

Re: East Grand River Watermain Improvements
Proposal for Construction Engineering

HRC Job No. 20210574

Dear Mr. Davis:

In accordance with your request, Hubbell, Roth & Clark, Inc. (HRC) is pleased to submit this proposal to provide full Construction Engineering services for the East Grand River Watermain Improvements project. The scope of work includes full-time field representation, construction layout/staking, contract administration and materials testing. The tasks below are also included in the estimated hours and costs shown on the spreadsheet summary.

Schedule Assumptions:

HRC's scope of work is based on the following:

- The duration of construction will be 16 weeks.
- Staff – HRC has estimated 16 weeks of full-time field representative with one (1) full time employee. Because we anticipate the contractor bringing in a second crew to meet the proposed schedule, HRC as estimated 12 weeks of full-time field representative with a second employee to aid with observation.
- HRC estimates 50 hours/week for both field representatives.

Construction Administration

HRC will provide all management services for this construction project. This task will be overseen by Roger Crouse and Andy Malczewski who will act as the Project Coordinator. Mr. Crouse is assigned as Construction Services Manager for all projects within the City of Howell and he will be responsible to assign and manage the staff providing the services for this construction project.

HRC will prepare an issued for construction set of construction drawings and provide necessary copies to the contractor and City. HRC will advise and consult project objectives with the City, stakeholders, and contractor, manage contract changes and modifications, interpret Contract Documents, and maintain project record drawings throughout construction. HRC will track construction progress and quantities through the observer's daily field reports. HRC will review certified payrolls and coordinate all pay requests for agreement with the contract bid items, work completed and construction progress.

Meetings

HRC will coordinate and facilitate the pre-construction meeting and all progress meetings with the City, Contractor, and any affected utility stakeholders. For the duration of the project, weekly progress meetings have been included for budgeting purposes. Lastly, a final walkthrough meeting will be held to finalize the punch list and prepare for project completion.

On-Site Observation

HRC will provide qualified field observers for the project throughout the duration of construction. HRC has assigned a senior observer who will be the full-time person on site and will be supplemented with skilled staff as needed. The observers will provide daily observation reports of project construction, monitor, and observe contractor progress, handle day to day resident/stakeholder complaints, maintain field record drawings, review those materials being installed match the approved shop drawing submittals and ensure the City and Project Engineer are kept up to date on decisions made in the field. As indicated above, HRC has assumed 50 hours per week for the 16 weeks estimated for construction. In addition, HRC included one (1) observer, 2 weeks at 40 hours/week for initial set up and close out of project including identifying and overseeing punch list items, finalizing observation file requirements and other miscellaneous final project items.

Construction Layout

HRC will provide full surveying services for the construction layout of this project which includes staking the underground utilities, sidewalks/ramps, and other related items where required.

Material Testing

HRC will utilize its full-service materials testing laboratory to provide material quality assurance on the project. HRC's Materials Testing Laboratory is MDOT certified and will provide compaction testing services for the backfill of all excavations, concrete compressive strength testing, and density testing of road base materials and asphalt pavements. All failing tests will be addressed in a timely manner by HRC's Testing Engineer. All staff have the appropriate Testing Certification applicable to the specific test. In addition, all mix designs will be reviewed.

Finalizing Project Documentation

At the completion of the project, HRC will deliver to the City any original diaries, logs, notebooks, accounts, records, reports, and other documents prepared during the performance of this project.

Also, HRC will provide record drawings for the underground utilities at the conclusion of the contract. The proposed submittal will include both an as-built PDF copy of the plans as well as an update to the GIS mapping. The as-built information used during the preparation of the record drawings will be based on field notes, observations and plan revisions noted by HRC's on site observers during the construction process.

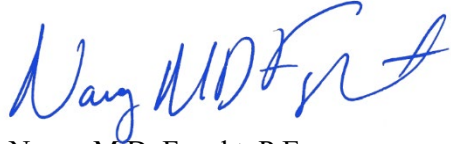
Fee:

HRC proposes to complete our Construction Engineering Services as described herein for a not to exceed fee of \$345,000. We will only invoice the City for the actual time spent on this project and will not exceed this amount without authorization.

A breakdown of the items of work within each task of the Project along with our estimated hours and associated fees is provided on the attached worksheet. Invoicing for this work will be billed in accordance with HRC's current City contract and will be submitted monthly as the work progresses.

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

Very truly yours,
HUBBELL, ROTH & CLARK, INC.



Nancy M.D. Faught, P.E.
Executive Vice-President



Andy Malczewski
Senior Project Analyst

Attachment

pc: City of Howell; E. Suida
HRC; M. Darga, R. Crouse, File

Accepted By:
CITY OF HOWELL

Signature: _____
Matt Davis, Director of Public Services

Date: _____

City of Howell
 East Grand River Water Main Improvements
 Construction Engineering
 December 13, 2021



Task Description	Principal	Associate	Senior Project Analyst	Manager - Survey	Senior Party Chief - Survey	Graduate Engineer I - Survey	Field Tech - Survey	Manager - Const	Designer - Const	Const Observer I - Const	Office Tech - Const	Manager - Testing	Technician - Testing	Office Tech - Testing	Technical Specialist	Total
Construction Survey and Layout				45	480	20	480									1025
Construction Observation			32					160	805	600						1597
Construction Admin	8	30	160								130					328
Material Testing		10										20	160	20		210
Preconstruction Meeting	2	2	2					2	2							10
Shop Dwg Review		4	40									16				60
Progress Meetings	8	16	32					16								72
Project Setup and Closeout		8	40					20	80							148
Record Drawings		4	4	8	16	16		8	20						80	156
Total Hours by Classification	18	74	310	53	496	36	480	206	907	600	130	36	160	20	80	3606

Personnel	Hours	Billable Rate	
		(Max)	Costs
Principal	18	\$166.00	\$0.00
Associate	74	\$149.00	\$11,026.00
Senior Project Analyst	310	\$128.80	\$39,928.00
Manager - Survey	53	\$140.80	\$7,462.40
Senior Party Chief - Survey	496	\$99.40	\$49,302.40
Graduate Engineer I - Survey	36	\$89.60	\$3,225.60
Field Tech - Survey	480	\$61.60	\$29,568.00
Manager - Const	206	\$140.80	\$29,004.80
Designer - Const	907	\$112.00	\$101,584.00
Const Observer I - Const	600	\$67.80	\$40,680.00
Office Tech - Const	130	\$60.20	\$7,826.00
Manager - Testing	36	\$140.80	\$5,068.80
Technician - Testing	160	\$72.80	\$11,648.00
Office Tech - Testing	20	\$60.20	\$1,204.00
Technical Specialist	80	\$92.40	\$7,392.00
	3,606	Total Cost	\$344,920.00

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: ERVIN SUIDA, CITY MANAGER
DATE: FEBRUARY 9, 2022
RE: WATER SUPPLY SYSTEM REVENUE BOND ORDINANCE

Over the past few years Mayor and Council have authorized City Staff to continue moving forward on multiple projects through the DWRF (Drinking Water Revolving Fund) program offered through the State of Michigan. The submitted DWRF project plan includes the following improvements: 2020 -Treatment Plant and Well Improvements, 2021 - Clinton / National Street water main and North Tower Water main project, 2022 East Grand River water main and the 2023 West Grand River Water Main replacement project. The total loan amount for all projects was submitted at \$10 million, however the actual loan amount will only be the amount of actual, bid and approved project costs.

Before you tonight is a letter from our Financial advisor, Patrick McGow of Miller Canfield and a prepared Ordinance to be adopted. The letter from Mr. McGow outlines the necessity and process required by the State of Michigan for the Michigan Finance Authority (MFA) to close on DWRF Bonds on March 25, 2022. This along with the bid results, bid resolution, and tentative award will need to be submitted per the DWRF schedule no later than March 25, 2020. As pointed out in Mr. McGow's letter, this process is exactly the same as those DWRF loans in 2020 and 2021.

This year the City of Howell will be receiving over 1.1 million in grants and an additional 30% debt forgiveness totaling \$558,000. The grant and the debt forgiveness total approximately 50% of the project cost.

In order to continue moving the DWRF project plan forward Staff recommends adoption of Ordinance No. 949. Pursuant to the Revenue Bond Act, this ordinance may be adopted in one reading and the must be published in full in a newspaper of general circulation.

ACTION REQUESTED:

Motion to adopt Ordinance No. 949, an Ordinance to provide for the acquisition and construction of additions, extensions, and improvements to the water supply system of the City of Howell.

Founded in 1852
by Sidney Davy Miller



PATRICK F. MCGOW
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February 9, 2022

Mr. Erv Suida
City Manager
City of Howell
611 E. Grand River Avenue
Howell, MI 48843-2388

Re: City of Howell 2022 DWSRF Bonds for Water Supply System Project
\$2,325,000 Water Supply System Junior Lien Revenue Bonds, Series 2022A
(Limited Tax General Obligation)
\$151,537 Water Supply System Junior Lien Revenue Bonds, Series 2022B
(Limited Tax General Obligation)

Dear Erv:

I have enclosed an Ordinance authorizing the issuance of the above-captioned Water Supply System Revenue Bonds to be considered for approval by the City Council at its meeting on February 14th. The Bonds are to be sold through the Michigan Finance Authority's ("MFA") 2nd Quarter Drinking Water State Revolving Fund Program scheduled to close on March 25th.

The Bond Ordinance authorizes the issuance of the Bonds in two series in a total amount not to exceed \$3,495,000 for the Grand River water main replacement project and related lead service line replacements. The Series 2022A Bonds are being issued for the water main replacement project in an amount not to exceed \$3,330,000, with \$2,325,000 expected to be repaid through the DWSRF loan and \$940,767.90 to be paid from a Drinking Water Infrastructure grant. The Series 2022B Bonds are being issued to pay for lead service line replacements in an amount not to exceed \$165,000 (expected to be \$151,537) that is entirely funded by the Water Infrastructure Fund Transfer Act (aka Booker Grant funds) and the entire principal amount will be forgiven after disbursement so there will be no repayment of principal or interest on that loan.

This is the third issuance of Bonds under the Notice of Intent Resolution that the City Council approved in June 2019 in an amount not to exceed \$10,000,000, with the first series being issued in 2020 in the amount of \$1,530,000 and the second series being issued in 2021 in the amount of \$1,320,000. The Ordinance provides flexibility for the actual size of the Bond issue to be reduced prior to closing based on the actual construction bids and final approved costs and the City is not required to draw the full amount authorized. We also included the DWI Grant amount

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Mr. Erv Suida

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February 9, 2022

in the authorization of the Series 2022A Bonds, although it is expected that amount can be reduced prior to the closing after we receive final approval on the loan amounts from EGLE.

The Bond Ordinance authorizes the issuance of both of the Series 2022 Bonds, which are payable from the Net Revenues of the City's Water Supply System. The Series 2022A Bonds are expected to be sold to the MFA and payable in 20 annual principal installments at an interest rate of 1.875% per annum. The amount due on the Series 2022B Bonds is expected to be forgiven after closing. This is the same process that the City followed in the past few years for the Series 2020 Bonds and Series 2021 Bonds which were also issued and sold through the Drinking Water State Revolving Fund program.

The Bonds are of equal standing as to the Net Revenues with the Series 2009 Bonds, Series 2010 Bonds, Series 2011 Bonds, Series 2020 Bonds and Series 2021 Bonds delivered through the Drinking Water State Revolving Fund program and junior in standing as to the Net Revenues with any Senior Lien Bonds hereafter issued. In addition, the Series 2022 Bonds also pledge the City's limited tax full faith and credit as backup security for payment of the Series 2022 Bonds. This is new this year and was done to save issuance costs by not having to pay for a separate bond rating letter for the Series 2022 Bonds. The Ordinance also authorizes various City officials to take the necessary actions to execute and deliver the Bonds and all related documents, approve the final size of the Bonds and contains the necessary items required by the Revenue Bond Act, Act 94 of 1933. The Ordinance is similar in form to prior bond authorizing ordinances adopted by the City Council.

Pursuant to the Revenue Bond Act, the Ordinance may be adopted in one reading, regardless of any contrary provision in the City's ordinance adoption procedures. The Ordinance is required to be published once in full in your local newspaper after its adoption. There are no restrictions or requirements on the size of the publication, so it can be as small as possible. Upon adoption by the City Council, we would appreciate receiving three (3) certified copies of the Ordinance and three (3) Affidavits of Publication of the Ordinance for bond transcripts.

The Part III application with the construction bids was due on January 31st. The EGLE Order of Approval is expected to be issued on February 25th. At our conference call with MFA, EGLE and City officials on February 8th the EGLE Project Manager revealed the new expected loan and grant amounts, and we discussed the arrangements relating to the Bond terms. We will prepare the necessary documents to be signed by various City officials regarding the sale and delivery of the Bonds. The closing for the Bonds will be March 25th and the City can begin requesting draws on the Bonds after that date.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Mr. Erv Suida

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February 9, 2022

If you have any questions, please do not hesitate to contact me.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

A handwritten signature in blue ink that reads "Patrick F. McGow". The signature is written in a cursive style with a long horizontal flourish at the end.

By: _____

Patrick F. McGow

Enclosure

Cc: Erv Suida
Elle O'Connell
Angela Guillen
Michael Darga
Stephen N. Hayduk

38679026.2/042007.00046

ORDINANCE NO. 949

CITY OF HOWELL

AN ORDINANCE TO PROVIDE FOR THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, EXTENSIONS AND IMPROVEMENTS TO THE WATER SUPPLY SYSTEM OF THE CITY OF HOWELL; TO PROVIDE FOR THE ISSUANCE AND SALE OF JUNIOR LIEN REVENUE BONDS TO PAY THE COST THEREOF; TO PRESCRIBE THE FORM OF THE BONDS; TO PROVIDE FOR THE COLLECTION OF REVENUES FROM THE SYSTEM SUFFICIENT FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE OF THE SYSTEM AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS AND CERTAIN OUTSTANDING BONDS OF THE SYSTEM; TO PROVIDE FOR SECURITY FOR THE BONDS; TO PROVIDE FOR THE SEGREGATION AND DISTRIBUTION OF THE REVENUES; TO PROVIDE FOR THE RIGHTS OF THE HOLDERS OF THE BONDS IN ENFORCEMENT THEREOF; AND TO PROVIDE FOR OTHER MATTERS RELATING TO THE BONDS AND THE SYSTEM.

THE CITY OF HOWELL ORDAINS:

Section 1. Definitions. Whenever used in this Ordinance, except when otherwise indicated by the context, the following terms shall have the following meanings:

- (a) “Act 94” means Act 94, Public Acts of Michigan, 1933, as amended.
- (b) “Authority” means the Michigan Finance Authority or its successor.
- (c) “Authorized Officers” means the Mayor, the City Manager, the City Clerk and the City Treasurer of the Issuer.
- (d) “Bonds” means the Series 2022 Bonds, together with any additional bonds heretofore or hereafter issued of equal standing with the Series 2022 Bonds.
- (e) “EGLE” means the means the Michigan Department of Environment, Great Lakes, and Energy, or its successor.
- (f) “Engineers” means Hubbell, Roth and Clark, Inc., consulting engineers.
- (g) “Issuer” or “City” means the City of Howell, County of Livingston, State of Michigan.
- (h) “Outstanding Bonds” means the Outstanding Junior Lien Bonds.

(i) “Outstanding Junior Lien Bonds” means the Issuer’s Series 2009 Bonds, Series 2010 Bonds, Series 2011 Bonds, Series 2020 Bonds, Series 2021 Bonds and any additional bonds issued that are of equal standing and priority of lien with the Series 2009 Bonds, Series 2010 Bonds, Series 2011 Bonds, Series 2020 Bonds and Series 2021 Bonds.

(j) “Prior Ordinances” means, collectively, the ordinances and resolutions adopted by the City Council authorizing the issuance of the Outstanding Bonds, including Ordinances Nos. 821, 822, 832, 846, 933 and 941.

(k) “Project” means the acquisition, construction, furnishing and equipping of improvements to the System, including water main improvements and replacements, and all related appurtenances and attachments, as described in the plans prepared by the Engineers and approved herein.

(l) “Purchase Contract” means a Purchase Contract to be entered into between the Authority and the Issuer relating to the purchase by the Authority of a series of the Series 2022 Bonds.

(m) “Revenues” and “Net Revenues” means the revenues and net revenues of the System and shall be construed as defined in Section 3 of Act 94, including with respect to “Revenues”, the earnings derived from the investment of moneys in the various funds and accounts established by the Prior Ordinances and this Ordinance.

(n) “Senior Lien Bonds” means any bonds hereafter issued that are of superior standing and priority of lien with respect to the Bonds and the Outstanding Junior Lien Bonds.

(o) “Series 2009 Bonds” means the Issuer’s Water Supply System Junior Lien Revenue Bond, Series 2009, in the outstanding principal amount of \$1,521,000.

(p) “Series 2010 Bonds” means the Issuer’s Water Supply System Junior Lien Revenue Bond, Series 2010, in the outstanding principal amount of \$1,592,000.

(q) “Series 2011 Bonds” means the Issuer’s Water Supply System Junior Lien Revenue Bond, Series 2011, in the outstanding principal amount of \$879,000.

(r) “Series 2020 Bonds” means the Issuer’s Water Supply System Junior Lien Revenue Bond, Series 2020, in the outstanding principal amount of 1,530,000.

(s) “Series 2021 Bonds” means the Issuer’s Water Supply System Junior Lien Revenue Bond, Series 2020, in the outstanding principal amount of 1,320,000.

(t) “Series 2022 Bonds” means the Series 2022A Bonds and the Series 2022B Bonds.

(u) “Series 2022A Bonds” means the Issuer’s Water Supply System Junior Lien Revenue Bond, Series 2022A (Limited Tax General Obligation), in the principal amount of not to exceed \$3,330,000 issued pursuant to this Ordinance.

(v) “Series 2022B Bonds” means the Issuer’s Water Supply System Junior Lien Revenue Bond, Series 2022B (Limited Tax General Obligation), in the principal amount of not to exceed \$165,000 issued pursuant to this Ordinance.

(w) “Sufficient Government Obligations” means direct obligations of the United States of America or obligations the principal and interest on which is fully guaranteed by the United States of America, not redeemable at the option of the issuer, the principal and interest payments upon which without reinvestment of the interest, come due at such times and in such amounts as to be fully sufficient to pay the interest as it comes due on the Bonds and the principal and redemption premium, if any, on the Bonds as it comes due whether on the stated maturity date or upon earlier redemption. Securities representing such obligations shall be placed in trust with a bank or trust company, and if any of the Bonds are to be called for redemption prior to maturity, irrevocable instructions to call the Bonds for redemption shall be given to the paying agent.

(x) “Supplemental Agreement” means a supplemental agreement among the Issuer, the Authority and EGLE relating to a series the Series 2022 Bonds.

(y) “System” means the entire Water Supply System of the Issuer, including the Project and all additions, extensions and improvements hereafter acquired.

Section 2. Necessity; Approval of Plans and Specifications. It is hereby determined to be a necessary public purpose of the Issuer to acquire and construct the Project in accordance with the plans and specifications prepared by the Engineers, which plans and specifications are hereby approved. The Project qualifies for the Drinking Water State Revolving Fund financing program being administered by the EGLE and the Authority, whereby bonds of the Issuer are sold to the Authority and bear interest at a fixed rate of one and seven-eighths percent (1.875%) per annum.

Section 3. Costs; Useful Life. The cost of the Project is estimated to be not less than Three Million Four Hundred Ninety-Five Thousand Dollars (\$3,495,000), including the payment of incidental expenses as specified in Section 4 of this Ordinance, which estimate of cost is hereby approved and confirmed, and the period of usefulness of the Project is estimated to be not less than twenty-five (25) years.

Section 4. Payment of Cost; Bonds Authorized. To pay part of the cost of acquiring and constructing the Project, legal, engineering, financial and other expenses incident thereto and incident to the issuance and sale of the Series 2022 Bonds, the Issuer shall borrow the sum of not to exceed Three Million Four Hundred Ninety-Five Thousand Dollars (\$3,495,000) or such lesser amount as shall have been advanced to the Issuer pursuant to a Purchase Contract and a Supplemental Agreement, and issue the Series 2022 Bonds pursuant to the provisions of Act 94. The remaining cost of the Project, if any, shall be defrayed from grant funds, Issuer funds on hand and legally available for such use.

Except as amended by or expressly provided to the contrary in this Ordinance, all of the provisions of the Prior Ordinances shall apply to the Series 2022 Bonds issued pursuant to this Ordinance, the same as though each of said provisions were repeated in this Ordinance in detail;

the purpose of this Ordinance being to authorize the issuance of additional revenue bonds of equal standing and priority of lien as to the Net Revenues with the Junior Lien Bonds and of subordinate lien with respect to any Senior Lien Bonds to finance the cost of acquiring and constructing additions, extensions and improvements to the System; such purpose being authorized by the provisions of the Prior Ordinances, upon the conditions therein stated, which conditions have been fully met.

Section 5. Issuance of Series 2022 Bonds; Details. The Series 2022 Bonds of the Issuer, to be designated **WATER SUPPLY SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2022A (LIMITED TAX GENERAL OBLIGATION)** and **WATER SUPPLY SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2022B (LIMITED TAX GENERAL OBLIGATION)**, are authorized to be issued in the aggregate principal sum of not to exceed Three Million Four Hundred Ninety-Five Thousand Dollars (\$3,495,000) as finally determined by order of the EGLE for the purpose of paying part of the cost of the Project, including the costs incidental to the issuance, sale and delivery of the Series 2022 Bonds. The Series 2022A Bonds are authorized to be issued in the aggregate principal sum of not to exceed Three Million Three Hundred Thirty Thousand Dollars (\$3,330,000) and the Series 2022B Bonds are authorized to be issued in the aggregate principal sum of not to exceed One Hundred Sixty-Five Thousand Dollars (\$165,000). The Series 2022 Bonds shall be Junior Lien Bonds payable out of the Net Revenues, as set forth more fully in Section 8 hereof, provided that the Series 2022 Bonds shall be subordinate to the prior lien with respect to the Net Revenues in favor of any Senior Lien Bonds hereafter issued.

The Series 2022A Bonds and Series 2022B Bonds shall each be in the form of a single fully-registered, nonconvertible bond of the denomination of the full principal amount thereof, dated as of the date of delivery, payable in principal installments as finally determined by the order of the EGLE at the time of sale of each series of the Series 2022 Bonds and approved by the Authority and an Authorized Officer. Principal installments of the Series 2022 Bonds shall be payable on October 1 of the years 2022 through 2041, inclusive, or such other payment dates as hereinafter provided. Interest on the Series 2022 Bonds shall be payable on April 1 and October 1 of each year, commencing October 1, 2022 or on such other interest payment dates as hereinafter provided. Final determination of the principal amount of and interest on the Series 2022 Bonds and the payment dates and amounts of principal installments of the Series 2022 Bonds shall be evidenced by execution of a Purchase Contract for each series and each of the Authorized Officers is authorized and directed to execute and deliver the Purchase Contract when it is in final form and to make the determinations set forth above; provided, however, that the first principal installment shall be due no earlier than April 1, 2022 and the final principal installment shall be due no later than April 1, 2044 and that the total principal amount shall not exceed \$1,400,000.

The Series 2022 Bonds shall bear interest at a rate not to exceed one and seven-eighths percent (1.875%) per annum on the par value thereof or such other rate as evidenced by execution of the Purchase Contract, but in any event not to exceed the rate permitted by law, and any Authorized Officers as shall be appropriate shall deliver the Series 2022 Bonds in accordance with the delivery instructions of the Authority.

The principal amount of the Series 2022 Bonds is expected to be drawn down by the Issuer periodically, and interest on principal amount shall accrue from the date such principal amount is drawn down by the Issuer.

The Series 2022 Bonds shall not be convertible or exchangeable into more than one fully-registered bond. Principal of and interest on each series of the Series 2022 Bonds shall be payable as provided in the Series 2022 Bond form in this Ordinance.

The Series 2022 Bonds shall be subject to optional redemption by the Issuer with the prior written approval of the Authority and on such terms as may be required by the Authority.

The Treasurer shall record on the registration books payment by the Issuer of each installment of principal or interest or both when made and the cancelled checks or other records evidencing such payments shall be returned to and retained by the Treasurer.

Upon payment by the Issuer of all outstanding principal of and interest on the Series 2022 Bonds, the Authority shall deliver the Series 2022 Bonds to the Issuer for cancellation.

Section 6. Execution of Series 2022 Bonds. The Series 2022 Bonds shall be signed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk and shall have the corporate seal of the Issuer or a facsimile thereof impressed thereon. The Series 2022 Bonds bearing the manual signatures of the Mayor and the City Clerk sold to the Authority shall require no further authentication.

Section 7. Registration and Transfer. Any Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the transfer agent. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall execute and the transfer agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The transfer agent shall require payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer. The Issuer shall not be required (i) to issue, register the transfer of or exchange any Bond during a period beginning at the opening of business 15 days before the day of the giving of a notice of redemption of Bonds selected for redemption as described in the form of Series 2022 Bonds contained in Section 13 of this Ordinance and ending at the close of business on the day of that giving of notice, or (ii) to register the transfer of or exchange any Bond so selected for redemption in whole or in part, except the unredeemed portion of Bonds being redeemed in part. The Issuer shall give the transfer agent notice of call for redemption at least 20 days prior to the date notice of redemption is to be given.

The transfer agent shall keep or cause to be kept at its principal office sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the Issuer; and upon presentation for such purpose the transfer agent shall under such reasonable regulations as it may prescribe transfer or cause to be transferred on said books Bonds as hereinbefore provided.

If any Bond shall become mutilated, the Issuer, at the expense of the holder of the Bond, shall execute, and the transfer agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution for the mutilated Bond, upon surrender to the transfer agent of the mutilated Bond. If any Bond issued under this Ordinance shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the transfer agent and, if this evidence is satisfactory to both and indemnity satisfactory to the transfer agent shall be given, and if all requirements of any applicable law including Act 354, Public Acts of Michigan, 1972, as amended (“Act 354”), being sections 129.131 to 129.135, inclusive, of the Michigan Compiled Laws have been met, the Issuer, at the expense of the owner, shall execute, and the transfer agent shall thereupon authenticate and deliver, a new Bond of like tenor and bearing the statement required by Act 354, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond the transfer agent may pay the same without surrender thereof.

Section 8. Payment of Series 2022 Bonds; Security; Priority of Lien; Limited Tax General Obligation Pledge. Principal of and interest on the Series 2022 Bonds shall be payable from the Net Revenues. There is hereby recognized the statutory lien upon the whole of the Net Revenues created by this Ordinance which shall be a lien that is equal in standing with the lien of the Outstanding Junior Lien Bonds created by the Prior Ordinances and junior and subordinate to the lien of any Senior Lien Bonds hereafter issued, to continue until payment in full of the principal of and interest on all Bonds payable from the Net Revenues, or until sufficient cash or Sufficient Government Obligations have been deposited in trust for payment in full of all Bonds of a series then outstanding, principal and interest on such Bonds to maturity, or, if called for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any.

In addition, for the Series 2022 Bonds being sold to the Authority, the Issuer hereby pledges its limited tax full faith and credit for the payment of the principal of and interest on the Series 2022 Bonds. Should the Net Revenues of the System at any time be insufficient to pay the principal of and interest on the Series 2022 Bonds as the same become due, then the Issuer shall advance from any funds available therefor, or, if necessary, levy taxes upon all taxable property in the Issuer, subject to constitutional, statutory and charter tax limitations, such sums as may be necessary to pay said principal and interest. The Issuer shall be reimbursed for any such advance from the Net Revenues of the System subsequently received which are not otherwise pledged or encumbered by this Ordinance.

Upon deposit of cash or Sufficient Government Obligations, as provided in the previous sentence, the statutory lien shall be terminated with respect to that series of Bonds, the holders of that series shall have no further rights under the Prior Ordinances or this Ordinance except for payment from the deposited funds, and the Bonds of that series shall no longer be considered to be outstanding under the Prior Ordinances or this Ordinance.

Section 9. Management; Fiscal Year. The operation, repair and management of the System and the acquiring and constructing of the Project shall continue to be under the supervision and control of the Issuer. The Issuer may employ such person or persons in such capacity or capacities as it deems advisable to carry on the efficient management and operation of the System. The Issuer may make such rules and regulations as it deems advisable and necessary to assure the efficient

management and operation of the System. The System shall be operated on the basis of an operating year which shall coincide with the Issuer's fiscal year.

Section 10. Rates and Charges; No Free Service. The rates and charges for service furnished by the System and the methods of collection and enforcement of the collection of the rates shall be those in effect on the date of adoption of this Ordinance. No free service or use of the System, or service or use of the System at less than cost, shall be furnished by the System to any person, firm, or corporation, public or private, or to any public agency or instrumentality, including the Issuer.

Section 11. Funds and Accounts; Flow of Funds; Junior Lien Bond and Interest Redemption Fund. The funds and accounts established by the Prior Ordinances are hereby continued, the flow of funds established by the Prior Ordinances is hereby continued, and the applicable sections of the Prior Ordinances relating to funds and accounts and flow of funds are incorporated herein by reference as if fully set forth.

Section 12. Bond Proceeds. The proceeds of the sale of the Series 2022 Bonds as received by the Issuer shall be deposited in a separate account in a bank or banks qualified to act as depository of the proceeds of sale under the provisions of Section 15 of Act 94 designated WATER SUPPLY SYSTEM JUNIOR LIEN REVENUE BONDS CONSTRUCTION FUND (the "Construction Fund"). Moneys in the Construction Fund shall be applied solely in payment of the cost of the Project and any engineering, legal and other expenses incident thereto and to the financing thereof.

Section 13. Bond Form. The Series 2022 Bonds shall be in substantially the following form with such changes or completion as necessary or appropriate to give effect to the intent of this Ordinance and further subject to such modifications which may be required by the Michigan Attorney General and the Authority and approved by bond counsel:

**UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF LIVINGSTON**

CITY OF HOWELL

**WATER SUPPLY SYSTEM
JUNIOR LIEN REVENUE BOND, SERIES 2022[A/B]
(LIMITED TAX GENERAL OBLIGATION)**

REGISTERED OWNER: Michigan Finance Authority

PRINCIPAL AMOUNT: _____ Dollars
(\$ ____,000)

DATE OF ORIGINAL ISSUE: March 25, 2022

The CITY OF HOWELL, County of Livingston, State of Michigan (the “City”), acknowledges itself to owe and for value received hereby promises to pay, primarily out of the hereinafter described Net Revenues of the City’s Water Supply System (hereinafter defined), to the Michigan Finance Authority (the “Authority”), or registered assigns, the Principal Amount shown above, or such portion thereof as shall have been advanced to the City pursuant to a Purchase Contract between the City and the Authority and a Supplemental Agreement by and among the City, the Authority and the State of Michigan acting through the Department of Environment, Great Lakes, and Energy, in lawful money of the United States of America, unless prepaid or reduced prior thereto as hereinafter provided.

During the time funds are being drawn down by the City under this Bond, the Authority will periodically provide to the City a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information, provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the City of its obligation to repay the outstanding Principal Amount actually advanced (subject to any principal forgiveness as provided for in Schedule A), all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this Bond.

The Principal Amount shall be payable on the dates and in the annual principal installment amounts set forth on Schedule A attached hereto and made a part hereof, as such Schedule may be adjusted if less than \$ _____ is disbursed to the City or if a portion of the Principal Amount is prepaid as provided below, with interest on said principal installments from the date each said installment is delivered to the holder hereof until paid at the rate of one and seven-eighths percent (1.875%) per annum. Interest is first payable on October 1, 2022 and semiannually thereafter on

the first day of April and October of each year, and principal is payable on the first day of October commencing October 1, 2022 and annually thereafter, as set forth in the Purchase Contract.

Principal installments of this bond may be subject to redemption prior to maturity by the City only with the prior written consent of the Authority and on such terms as may be required by the Authority.

Notwithstanding any other provision of this Bond, so long as the Authority is the owner of this Bond, (a) this Bond is payable as to principal, premium, if any, and interest at U.S. Bank Trust Company, National Association or at such other place as shall be designated in writing to the City by the Authority (the "Authority's Depository"); (b) the City agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this Bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this Bond shall be given by the City and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

Additional Interest

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the City's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this bond fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the City shall and hereby agrees to pay on demand only the City's pro rata share (as determined by the Authority) of such deficiency as additional interest on this bond.

For prompt payment of principal and interest on this bond, the City has irrevocably pledged the revenues of the Water Supply System of the City, including all appurtenances, extensions and improvements thereto (the "Water Supply System"), after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the "Net Revenues"), and a statutory lien thereon is hereby recognized and created which is of equal standing and priority of lien as to the prior lien of the City's Water Supply System Junior Lien Revenue Bond, Series 2009 (the "Series 2009 Bonds"), the City's Water Supply System Junior Lien Revenue Bond, Series 2010 (the "Series 2010 Bonds"), the City's Water Supply System Junior Lien Revenue Bond,

Series 2011 (the “Series 2011 Bonds”), the City’s Water Supply System Junior Lien Revenue Bond, Series 2020 (the “Series 2020 Bonds”), the City’s Water Supply System Junior Lien Revenue Bonds, Series 2021 (the “Series 2021 Bonds”), the City’s Water Supply System Junior Lien Revenue Bonds, Series 2022[A/B] (the “Series 2022[A/B] Bonds” together with the Series 2009 Bonds, the Series 2010 Bonds, the Series 2011 Bonds, the Series 2020, the Series 2021 Bonds and the Series 2022[A/B] Bonds are the “Outstanding Bonds”).

This bond is a single, fully-registered, non-convertible bond in the principal sum indicated above issued pursuant to Ordinance No. ____, duly adopted by the City Council of the City (the “Ordinance”) and the prior ordinances authorizing issuance of the Outstanding Bonds (the “Prior Ordinances”), and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended, for the purpose of paying part of the cost of acquiring and constructing additions, extensions and improvements to the Water Supply System of the City.

For a complete statement of the revenues from which and the conditions under which this bond is payable, a statement of the conditions under which additional bonds of superior and equal standing may hereafter be issued and the general covenants and provisions pursuant to which this bond is issued, reference is made to the Ordinance and the Prior Ordinances.

This bond is a self-liquidating bond, payable, both as to principal and interest, primarily from the Net Revenues of the Water Supply System. The principal of and interest on this bond are secured by the statutory lien hereinbefore mentioned. As additional security, the City has pledged its limited tax full faith and credit for payment of the principal of and interest on the bonds of this issue, which includes the City’s obligation to levy taxes, if necessary, within applicable constitutional, statutory and charter tax limitations.

The City has covenanted and agreed, and does hereby covenant and agree, to fix and maintain at all times while any bonds payable from the Net Revenues of the Water Supply System shall be outstanding, such rates for service furnished by the Water Supply System as shall be sufficient to provide for payment of the interest upon and the principal of this bond and any bonds of equal standing with this bond, the Outstanding Bonds and any additional bonds of equal standing with the Outstanding Bonds, as and when the same shall become due and payable, and to maintain a bond redemption fund (including, except for bonds of this issue, a bond reserve account) therefor, to provide for the payment of expenses of administration and operation and such expenses for maintenance of the Water Supply System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the Water Supply System as are required by the Ordinance and the Prior Ordinances.

This bond is transferable only upon the books of the City by the registered owner in person or the registered owner’s attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the transfer agent, duly executed by the registered owner or the registered owner’s attorney duly authorized in writing, and thereupon a new bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance and the Prior Ordinances, and upon payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law to be done precedent to and in the issuance of this bond have been done and performed in regular and due time and form as required by law.

IN WITNESS WHEREOF, the City, by its City Council has caused this bond to be executed with the manual signatures of its Mayor and its City Clerk and the corporate seal of the City to be impressed hereon, all as of the Date of Original Issue.

CITY OF HOWELL
County of Livingston
State of Michigan

By _____
Its Mayor

(Seal)

Countersigned:

By _____
Its City Clerk

DEQ Project No.: 7471-01
 DEQ Approved Amt: \$2,225,000*
 Loan Amount Forgiven: (\$)
 Loan Amount to be Repaid: \$

SCHEDULE A

Based on the schedule provided below unless revised as provided in this paragraph, repayment of the principal of the bond shall be made until the full amount advanced to the City is repaid. In the event the Order of Approval issued by the Department of Environment, Great Lakes, and Energy (the “Order”), approves a principal amount of assistance less than the amount of the bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the City and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order or (2) that less than the principal amount of assistance approved by the Order is disbursed to the City by the Authority, or (3) that any portion of the principal amount of assistance approved by the Order and disbursed to the City is forgiven pursuant to the Order, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the City.

<u>Maturity Date</u>	<u>Principal Amount</u>
October 1, 2022	\$90,000
October 1, 2023	95,000
October 1, 2024	95,000
October 1, 2025	100,000
October 1, 2026	100,000
October 1, 2027	100,000
October 1, 2028	105,000
October 1, 2029	105,000
October 1, 2030	110,000
October 1, 2031	110,000
October 1, 2032	110,000
October 1, 2033	115,000
October 1, 2034	115,000
October 1, 2035	120,000
October 1, 2036	120,000
October 1, 2037	125,000
October 1, 2038	125,000
October 1, 2039	125,000
October 1, 2040	130,000
October 1, 2041	130,000

Interest on the bond shall accrue on that portion of principal disbursed by the Authority to the City which has not been forgiven pursuant to the Order from the date such portion is disbursed, until paid, at the rate of 1.875% per annum, payable October 1, 2022, and semi-annually thereafter.

The City agrees that it will deposit with the Authority’s Depository, or such other place as shall be designated in writing to the City by the Authority payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority’s Depository has not received the City’s deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority’s administrative costs and lost investment earnings attributable to that late payment.

*Not to exceed amount. Loan reductions at close out will result in a proportional decrease.

DEQ Project No.: 7630-01
 DEQ Approved Amt: \$165,000*
 Loan Amount Forgiven: (\$165,000)
 Loan Amount to be Repaid: \$0

SCHEDULE A

Based on the schedule provided below unless revised as provided in this paragraph, repayment of the principal of the bond shall be made until the full amount advanced to the City is repaid. In the event the Order of Approval issued by the Department of Environment, Great Lakes, and Energy (the “Order”), approves a principal amount of assistance less than the amount of the bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the City and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order or (2) that less than the principal amount of assistance approved by the Order is disbursed to the City by the Authority, or (3) that any portion of the principal amount of assistance approved by the Order and disbursed to the City is forgiven pursuant to the Order, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the City.

<u>Maturity Date</u>	<u>Principal Amount</u>
October 1, 2022	\$ 5,000
October 1, 2023	5,000
October 1, 2024	5,000
October 1, 2025	5,000
October 1, 2026	5,000
October 1, 2027	5,000
October 1, 2028	5,000
October 1, 2029	10,000
October 1, 2030	10,000
October 1, 2031	10,000
October 1, 2032	10,000
October 1, 2033	10,000
October 1, 2034	10,000
October 1, 2035	10,000
October 1, 2036	10,000
October 1, 2037	10,000
October 1, 2038	10,000
October 1, 2039	10,000
October 1, 2040	10,000
October 1, 2041	10,000

Interest on the bond shall accrue on that portion of principal disbursed by the Authority to the City which has not been forgiven pursuant to the Order from the date such portion is disbursed, until paid, at the rate of 1.875% per annum, payable October 1, 2022, and semi-annually thereafter.

The City agrees that it will deposit with the Authority’s Depository, or such other place as shall be designated in writing to the City by the Authority payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority’s Depository has not received the City’s deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority’s administrative costs and lost investment earnings attributable to that late payment.

*Not to exceed amount. Loan reductions at close out will result in a proportional decrease.

Section 14. Bondholders' Rights; Receiver. The holder or holders of the Bonds, the Outstanding Bonds and Senior Lien Bonds, if any, representing in the aggregate not less than twenty per cent (20%) of the entire principal amount thereof then outstanding, may, by suit, action, mandamus or other proceedings, protect and enforce the statutory lien upon the Net Revenues of the System, and may, by suit, action, mandamus or other proceedings, enforce and compel performance of all duties of the officers of the Issuer, including the fixing of sufficient rates, the collection of Revenues, the proper segregation of the Revenues of the System and the proper application thereof. The statutory lien upon the Net Revenues, however, shall not be construed as to compel the sale of the System or any part thereof.

If there is a default in the payment of the principal of or interest upon the Series 2022 Bonds, any court having jurisdiction in any proper action may appoint a receiver to administer and operate the System on behalf of the Issuer and under the direction of the court, and by and with the approval of the court to perform all of the duties of the officers of the Issuer more particularly set forth herein and in Act 94.

The holder or holders of the Series 2022 Bonds shall have all other rights and remedies given by Act 94 and law, for the payment and enforcement of the Series 2022 Bonds and the security therefor.

Section 15. Negotiated Sale; Application to EGLE and Authority; Execution of Documents. The Issuer determines that it is in the best interest of the Issuer to negotiate the sale of the Series 2022 Bonds to the Authority because the Drinking Water State Revolving Fund financing program provides significant interest savings to the Issuer compared to competitive sale in the municipal bond market. The Authorized Officers are hereby authorized to make application to the Authority and to the EGLE for placement of the Series 2022 Bonds with the Authority. The actions taken by the Authorized Officers with respect to the Series 2022 Bonds prior to the adoption of this Ordinance are ratified and confirmed. The Authorized Officers are authorized to execute and deliver the Purchase Contract, the Supplemental Agreement, the Issuer's Certificate and the DWI Grant Agreement. Any Authorized Officer is further authorized to execute and deliver such contracts, documents and certificates as are necessary or advisable to qualify the Series 2022 Bonds for the Drinking Water State Revolving Fund. Prior to the delivery of the Series 2022 Bonds to the Authority, any Authorized Officer is hereby authorized to make such changes to the form of the Series 2022 Bonds contained in Section 13 of this Ordinance as may be necessary to conform to the requirements of Act 227, Public Acts of Michigan 1985, as amended ("Act 227"), including, but not limited to changes in the principal maturity and interest payment dates and references to additional security required by Act 227.

Section 16. Covenant Regarding Tax Exempt Status of the Series 2022A Bonds. The Issuer shall, to the extent permitted by law, take all actions within its control necessary to maintain the exemption of the interest on the Series 2022A Bonds from general federal income taxation (as opposed to any alternative minimum or other indirect taxation) under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of Series 2022A Bonds proceeds and moneys deemed to be Bond proceeds.

Section 17. Approval of Bond Counsel. The representation of the Issuer by Miller, Canfield, Paddock and Stone, P.L.C. (“Miller Canfield”), as bond counsel is hereby approved, notwithstanding the representation by Miller Canfield of the Authority in connection with its financing programs and borrowings.

Section 18. Approval of Bond Details. The Authorized Officers are each hereby authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 7a(1)(c) of Act 94, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters, provided that the principal amount of Series 2022 Bonds issued shall not exceed the principal amount authorized in this Ordinance, the interest rate per annum on the Series 2022 Bonds shall not exceed one and seven-eighths percent (1.875%) per annum, and the Series 2022 Bonds shall mature in not more than twenty (20) annual installments.

Section 19. Savings Clause. All ordinances, resolutions or orders, or part thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, repealed.

Section 20. Severability; Paragraph Headings; and Conflict. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be part of this Ordinance.

Section 21. Publication and Recordation. This Ordinance shall be published in full in the *Press & Argus*, a newspaper of general circulation in the Issuer qualified under State law to publish legal notices, promptly after its adoption, and shall be recorded in the Ordinance Book of the Issuer and such record authenticated by the signatures of the Mayor and the City Clerk.

Section 22. Effective Date. This Ordinance shall be effective upon its adoption and publication.

ADOPTED AND SIGNED THIS 14th day of February, 2022.

Signed _____
Its Mayor

Signed _____
Its City Clerk

I HEREBY CERTIFY that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Howell, County of Livingston, State of Michigan, at a regular meeting held on February 14, 2022, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of 1976, Michigan, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

I further certify that the following Members were present at said meeting:

and that the following Members were absent: _____.

I further certify that Member _____ moved for adoption of said Ordinance and that said motion was supported by Member _____.

I further certify that the following Members voted for adoption of said Ordinance:

and that the following Members voted against adoption of said Ordinance:

I further certify that said Ordinance has been recorded in the Ordinance Book and that such record has been authenticated by the signatures of the Mayor and the City Clerk.

Angela Guillen
Its City Clerk

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: RAY KRAFT, DPW OPERATIONS MANAGER
DATE: FEBRUARY 2, 2022
RE: UNIT 22 AND 25 REPLACEMENT

The Department of Public Services has budgeted to replace Units #22 and #25. Unit #22 is a 2010 F-250, and Unit #25 is a 2012 F-250. These units are used for various tasks in multiple departments, including winter maintenance, storm, water, sewer systems, street maintenance, and cemetery maintenance. The existing units are fully depreciated and in need of replacement.

Staff uses MiDeal State Extended Purchasing Program to get quotes. MiDeal is a state program that allows local municipalities to purchase using state contracts. This ensures we get the best deal possible.

Staff reached out to LaFontaine Ford of Lansing for MiDeal quotes (attached). Unit #22 is quoted at \$46,723.20 and comes with a 9' Western straight blade plow. Unit #25 is quoted at \$50,422.20 and comes with a 9' Western straight blade and a Tommy liftgate. The total for both trucks is \$97,145.40 and is over budget by \$31,145.40.

Increasing vehicles prices, lack of computer chips, and supply chain issues, affected our ability to accurately budget for these vehicles. The combination of these circumstances was not predicted and has affected every project this year.

Funds for these purchases have been budgeted in the Equipment Pool line item 640-441-981.002 for an amount of \$66,000. The additional \$31,145.40 will require a budget amendment. Once the new units are in service, the existing units will be sold through MiBid State Surplus Program and sold on their online auction. Funds from the sale will be returned to the Equipment Pool.

ACTIONS REQUESTED:

Approve the purchase of two 2022 ford F-250s and their equipment for a total not to exceed \$97,145.40.

REVIEWED & APPROVED FOR SUBMISSION:



Ervin J. Suida,
City Manager

Mark Woodard

Bid as per attached specifications based on Ford/State of Michigan pricing program with the addition of equipment as listed below. Price good until 1/28/2022 as follows;

- (1) Unit with 9' Western straight blade snow plow \$46,723.20 FOB City of Howell
- (1) Unit with 9' Western straight blade snow plow and Tommy lift gate \$50,422.20 FOB City of Howell

Please feel free to contact me with any questions.

Thank you,
Mark Woodard







Mark Woodard / Commercial and Fleet Sales Manager

LaFontaine Ford of Lansing

Cell: 517.441.1500

Main: 517.325.5015

Social Links:    

mwoodard@lafontaine.com | www.FamilyDeal.com



Prepared by: MARK WOODARD

01/24/2022

LaFontaine Ford of Lansing | 5103 South Cedar Street Lansing Michigan | 489113802

2022 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 245

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F2B	Base Vehicle Price (F2B)	\$39,285.00
Packages		
600A	Order Code 600A <i>Includes:</i> - GVWR: 10,000 lb Payload Package - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.	N/C
Powertrain		
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	\$2,045.00
44G	Transmission: TorqShift 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</i>	N/C
X4M	Electronic-Locking w/4.30 Axle Ratio	\$390.00
STDGV	GVWR: 10,000 lb Payload Package	Included
Wheels & Tires		
TBM	Tires: LT245/75Rx17E BSW A/T <i>Spare may not be the same as road tire.</i>	\$165.00
64A	Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i>	Included
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included
Other Options		
142WB	142" Wheelbase	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: MARK WOODARD

01/24/2022

LaFontaine Ford of Lansing | 5103 South Cedar Street Lansing Michigan | 489113802

2022 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 245

As Configured Vehicle (cont'd)

Code	Description	MSRP
PAINT	Monotone Paint Application	STD
96V	XL Value Package <i>Includes:</i> - Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Chrome Rear Step Bumper - Steering Wheel-Mounted Cruise Control	\$395.00
90L	Power Equipment Group <i>Deletes passenger-side lock cylinder. Includes upgraded door trim panel.</i> <i>Includes:</i> - Accessory Delay - Trailer Tow Mirrors w/Power Heated Glass <i>Includes manual folding, manually telescoping, heated convex spotter mirror and integrated clearance lamps and turn signals.</i> - Advanced Security Pack <i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Power Locks - Power Tailgate Lock - Power Front Seat Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Remote Keyless Entry	\$915.00
473	Snow Plow Prep Package Requires Dual Extra Heavy-Duty Alternator (67B) when ordered with Upfitter Switches (66S) and 110V/400W Outlet (43C). <i>Includes computer selected springs for snowplow application. Note restrictions apply; see supplemental reference or body builders layout book for details. May result in deterioration of ride quality when vehicle is not equipped with snowplow. Dual battery (86M) recommended with 6.2L or 7.3L gasoline engines; see body builders layout book for details.</i>	\$250.00
86M	Dual 78 AH Battery	\$210.00
67B	397 Amp Alternator	\$115.00
52B	Trailer Brake Controller <i>Verified to be compatible with select electric over hydraulic brakes. Includes smart trailer tow connector.</i>	\$270.00
18B	Platform Running Boards	\$320.00
592	LED Roof Clearance Lights	\$95.00
66S	Upfitter Switches (6) Requires Dual Extra Heavy-Duty Alternator (67B) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B). <i>Located in overhead console.</i>	\$165.00
587	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i>	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: MARK WOODARD

01/24/2022

LaFontaine Ford of Lansing | 5103 South Cedar Street Lansing Michigan | 489113802

2022 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL (F2B)

Price Level: 245

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<p><i>Includes:</i></p> <ul style="list-style-type: none"> - SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port. 	
Fleet Options		
WARANT	<p>Fleet Customer Powertrain Limited Warranty</p> <p>Requires valid FIN code.</p> <p><i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i></p>	N/C
Emissions		
425	50-State Emissions System	STD
Interior Color		
AS_01	Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat	N/C
Exterior Color		
PQ_01	Race Red	N/C
SUBTOTAL		\$44,620.00
Destination Charge		\$1,695.00
TOTAL		\$46,315.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



260 36TH STREET SE
 GRAND RAPIDS, MI 49548
 Phone: (616) 241-6664 Fax: (616) 241-1111
 F110210

Invoice No. E301008368
 Date 1/24/2022
 Order Type Service Estimate
 Customer ID LAFONTAINE FORD - MARK - 13835
 Sales Person THORSEN, MICHAEL R
 Advisor THORSEN, MICHAEL R

BILL TO
 LAFONTAINE FORD - MARK
 5103 S CEDAR
 LANSING, MI 48911

DELIVER TO
 CITY OF HOWELL
 5103 S CEDAR
 LANSING, MI 48911
 P: (517) 394-7000

DATE PROMISED	DATE INVOICE	SALES TYPE	UNIT ID	TERMS	CUSTOMER REFERENCE		
1/24/2022 2:47:22PM		STRK	LFTGATE	NET30	LIFTGATE		
YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	IN SERVICE	ODOMETER IN	ODOMETER OUT
TBD	TBD	TBD	LIFTGATE		1/1/2015	0	0

Estimate Operations

ESTIMATE

JOB #1 E605 STRK TAILGATE LIFT FOR PICKUP W/ PAINT AND BRACKETS
 SERVICE TAILGATE LIFT FOR PICKUP W/ PAINT AND BRACKETS

NEW F-250, NO CAMERA

ADD \$740 FOR AN ALUMINUM PLATFORM.

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
1	3012/TOMG2601542TP38	G2 DUAL DRIVE 55X38" TP LIFT	2,700.00	2,700.00
	LABOR E605	TAILGATE LIFT FOR PICKUP W/ PAINT AND BRACKETS	110.00	880.00
1	FRT	IN BOUND FREIGHT	150.00	150.00
-1	PROMO	MUNICIPAL DISCOUNT	102.00	-102.00

PLEASE NOTE

Thank you for your business. By my signature, I hereby agree to pay the charges as listed on my invoice, per the terms that have been set for my customer account. An inspection of the unit has been done by me for product content, workmanship, operation and is deemed acceptable and in proper working order.

Disclaimers of Warranties

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the seller neither assumes nor authorizes any other person to assume for it any liability in connections with the sale of said merchandise.

Repair Facility License #F110210

QUOTE SUBJECT TO CHANGE BASED ON MANUFACTURER NOTICE OF PRICE INCREASE OR ADDED SURCHARGE.

	ESTIMATED	BILLED
LABOR	\$880.00	
PARTS	\$2,700.00	
MISC	\$48.00	
SUBLET	\$0.00	
PREPAY	\$0.00	
SUBTOTAL	\$3,628.00	

SHOP SUPPLIES	\$71.60
MISC SUPPLIES	\$0.00
TAX	\$0.00
TOTAL	\$3,699.60

Please Remit Payment to:
 HOEKSTRA TRUCK EQUIPMENT
 260 36TH STREET SE
 Grand Rapids, MI 49548

SIGNATURE _____ DATE/TIME _____



260 36TH STREET SE
 GRAND RAPIDS, MI 49548
 Phone: (616) 241-6664 Fax: (616) 241-1111
 F110210

Invoice No. E301008027
 Date 1/24/2022
 Order Type Service Estimate
 Customer ID LAFONTAINE FORD - MARK - 13835
 Sales Person THORSEN, MICHAEL R
 Advisor THORSEN, MICHAEL R

BILL TO
 LAFONTAINE FORD - MARK
 5103 S CEDAR
 LANSING, MI 48911

DELIVER TO
 CITY OF HOWELL
 5103 S CEDAR
 LANSING, MI 48911
 P: (517) 394-7000

DATE PROMISED	DATE INVOICE	SALES TYPE	UNIT ID	TERMS	CUSTOMER REFERENCE
11/9/2021 1:41:00PM		SSNOW	SNOW	NET30	9' PRO PLUS

YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	IN SERVICE	ODOMETER IN	ODOMETER OUT
			SNOW		1/1/2015	0	0

Estimate Operations

ESTIMATE

JOB #1 E102 SSNOW BUILD PLOW - STRAIGHT BLADE
SERVICE BUILD PLOW - STRAIGHT BLADE
 MOUNTED ON A 2022 - F-250, 8' BED, GAS ENGINE
 GOVERNMENT CONTRACT NUMBER 080818

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
1	3016/76901	BLADE - 9' PRO PLUS 9' PRO PLUS BLADE ASSY HEAVY DUTY STEEL MOLDBOARD REINFORCED PLOW BLADE STRUCTURE TRIP BLADE WITH SHOCK ABSORBERS STEEL BASE CHANNEL FOR STRENGTH OPTIONAL SNOW PLOW WINGS ISOLATION MODULE ULTRAMOUNT 2 MOUNTING SYSTEM RELIABLE HYDRAULICS CHAIN LIFT SYSTEM INTUITIVE PLOW CONTROLS FLEET FLEX SECURITY GUARD NIGHTHAWK HALOGEN HEADLAMPS ULTRAFINISH BAKED-ON POWDERCOAT 9' BLADE WIDTH / 31.5" HIGH 7' 9" PLOW WIDTH APPROX 837 LBS	6,800.00	6,800.00
	LABOR E102	BUILD PLOW - STRAIGHT BLADE	680.00	680.00
-1	PROMO	MUNICIPAL DISCOUNT	485.00	-485.00



260 36TH STREET SE
 GRAND RAPIDS, MI 49548
 Phone: (616) 241-6664 Fax: (616) 241-1111
 F110210

Invoice No. E301008027
 Date 1/24/2022
 Order Type Service Estimate
 Customer ID LAFONTAINE FORD - MARK - 13835
 Sales Person THORSEN, MICHAEL R
 Advisor THORSEN, MICHAEL R

JOB #2 E605 SSNOW TAILGATE LIFT FOR PICKUP W/ PAINT AND BRACKETS
 SERVICE TAILGATE LIFT FOR PICKUP W/ PAINT AND BRACKETS

ESTIMATE

NEW F-250, NO CAMERA
 ADD \$740 FOR AN ALUMINUM PLATFORM.

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
1	3012/TOMG2601542TP38	G2 DUAL DRIVE 55X38" TP LIFT	2,700.00	2,700.00
	LABOR E605	TAILGATE LIFT FOR PICKUP W/ PAINT AND BRACKETS	110.00	880.00
1	FRT	IN BOUND FREIGHT	150.00	150.00
-1	PROMO	MUNICIPAL DISCOUNT	102.00	-102.00

JOB #3 E144 SSNOW INSTALLATION OF HOEKSTRA SNOW DEFLECTOR
 SERVICE INSTALLATION OF HOEKSTRA SNOW DEFLECTOR

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
2	3012/64801	RETAINER OUTER - 8' - 9'	15.00	30.00
1	3012/64802	RETAINER INNER	15.00	15.00
1	3012/HOEKDEFLECTOR	HOEKSTRA SNOW DEFLECTOR 120X9"	50.00	50.00
	LABOR E144	BLADE FLAP, SNOFOIL	95.00	95.00

Estimate Operations Totals Prepay: \$0.00 Parts: \$9,595.00 Labor: \$1,655.00 Misc: \$-437.00 Sublet: \$ \$10,813.00

PLEASE NOTE

Thank you for your business. By my signature, I hereby agree to pay the charges as listed on my invoice, per the terms that have been set for my customer account. An inspection of the unit has been done by me for product content, workmanship, operation and is deemed acceptable and in proper working order.

Disclaimers of Warranties

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the seller neither assumes nor authorizes any other person to assume for it any liability in connections with the sale of said merchandise.

Repair Facility License #F110210

QUOTE SUBJECT TO CHANGE BASED ON MANUFACTURER NOTICE OF PRICE INCREASE OR ADDED SURCHARGE.

	ESTIMATED	BILLED
LABOR	\$1,655.00	
PARTS	\$9,595.00	
MISC	\$-437.00	
SUBLET	\$0.00	
PREPAY	\$0.00	
SUBTOTAL	\$10,813.00	

SHOP SUPPLIES	\$50.00
MISC SUPPLIES	\$0.00
TAX	\$0.00
TOTAL	\$10,863.00

Please Remit Payment to:
 HOEKSTRA TRUCK EQUIPMENT
 260 36TH STREET SE
 Grand Rapids, MI 49548

SIGNATURE _____ DATE/TIME _____

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: RAY KRAFT, DPW OPERATIONS MANAGER
DATE: JANUARY 26TH, 2022
RE: PURCHASE OF A BACKHOE LOADER AND ATTACHMENTS

Parks and Cemetery staff used MiDeal to reach out to AIS Construction Equipment to replace unit 38, a 2003 Case 580 SM backhoe loader with attachments. MiDeal is a state program that allows local municipalities to purchase using state contracts. This ensures we get the best deal possible. AIS is an authorized MiDeal vendor.

The proposal attached is for a John Deere 310L Backhoe Loader and attachments, with MiDeal State Contract pricing in the amount of \$119,784.97. The attachments are a 30-inch bucket with pins, a 2.25-yard light material bucket with a built on cutting edge, and a 60-inch pallet forks and frame.

This tractor has many functions and is used year-round. Some of its uses are:

- Digging graves at Lakeview and Memorial Cemeteries
- Loading loose material, such as sand, stone, and snow
- Cleaning up debris in parking lots, streets, and cemeteries
- Loading/unloading pallets of supplies
- Lifting and moving large objects, such as playground equipment

The older Case 580 will be auctioned to the highest bidder through the MiBid State Surplus Program.


Funds in the amount of \$120,000.00 are budgeted in the Equipment Pool Fund, line item 640-441-981.002, to replace unit 38. This is under budget.

ACTION REQUESTED:

A motion to authorize the purchase of a new John Deere 310L Backhoe Loader and the attachments from AIS Construction Equipment for a price not to exceed \$119,784.97.

REVIEWED & APPROVED FOR SUBMISSION:

BUDGETED & AVAILABLE:



Ervin J. Suida,
City Manager



Elle Cole O'Connell,
Finance Director/Treasurer



GRAND RAPIDS
600 AIS Drive Southwest
Grand Rapids, MI 49548
Telephone: (616) 538-2400

LANSING
3600 North Grand River Avenue
Lansing, MI 48906
Telephone: (517) 321-8000

SAGINAW
4600 AIS Drive
Bridgeport, MI 48722
Telephone: (989) 777-0090

RICHMOND
65809 Gratiot Avenue
Lenox, MI 48050
Telephone: (586) 727-7502

TRAVERSE CITY
8300 M-72 East
Williamsburg, MI 49690
Telephone: (231) 267-9513

WEST DETROIT
56555 Pontiac Trail
New Hudson, MI 48165
Telephone: (248) 437-8121

January 25, 2022

Mr. Ray Kraft
DPW Operations Manager
City of Howell
611 E. Grand River Ave.
Howell, MI 48843

RE: State of Michigan MiDeal pricing for new Deere model 310L backhoe loader.
MiDeal contract # 071B7700090

Dear Mr. Kraft;

AIS Construction Equipment Corp & John Deere are pleased to provide you the following pricing for a new Deere model 310L backhoe-loader.
Pricing is current MiDeal State Contract Pricing and as such will be firm until there is a manufacturer list price increase.

One (1) New John Deere 310L as outlined in the attached equip details pages;

List Price	\$ 190,854.00
Less State Contract discount 44.4%	(84,739.18)
Sub-Total	\$ 106,114.82
PDI 1%	1,061.15
Attachment set-up one (1) hour at \$ 120.00	120.00
30" bucket with pins	1,675.00
2.25 yd. light material bucket with BOCE	6,294.00
60" pallet forks & frame	3,595.00
36 mos./1,500 hour PT & hydraulic wtty	725.00
delivery	200.00
TOTAL DELIVERED PRICE	\$ 119,784.97

As AIS is authorized vendor for MiDeal contract # 071B7700090, if PO is issued it should be made out to: AIS Construction Equipment Corp.
56555 Pontiac Trail
New Hudson, MI 48165

Please contact me any time with questions or if additional info is needed. AIS & myself look forward to assisting you with any of your construction equipment needs!

Sincerely;
AIS Construction Equipment Co.

Craig Vick

Craig Vick
Governmental Sales Manager
586-634-2760

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: MATT DAVIS, DPS DIRECTOR
DATE: FEBRUARY 9, 2022
RE: LUCY ROAD MONITORING AND SAMPLING 2022

In 2012, the City of Howell achieved 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 40% of associated costs, with M.A. Hanna responsible for the other 60%. In 2016, both parties requested and evaluated proposals from four 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 five years.

The City of Howell and M.A. Hanna have requested a proposal from GHD for the 2022 sampling, monitoring, and reporting in compliance with the existing NFA. The proposal as submitted has no increase in the original fee schedule and testing costs from the last approved proposal. However, a new task was added to the scope of work to address the Michigan Department of Environment, Great Lakes, and Energy (EGLE) request for Polyfluoroalkyl Substances (PFAS) sampling. The cost for this new task is \$5,000. This additional money will cover GHD's time while working with both the City and EGLE to negotiate a PFAS sampling plan of action. It does not cover any PFAS testing. The new proposal estimates a cost to complete all the tasks, including sampling, testing, and reporting, for a total amount of \$33,500. Both City Staff and M.A. Hanna agree that GHD has been doing an excellent job meeting the NFA requirements while maintaining adequate cost controls. We are very satisfied with their overall performance.

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's 40% portion for this expense will be \$13,400. The NFA work plan requires approximately 20 more years of continued sampling and monitoring.

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 \$33,500.00, of which the City will be responsible for 40% of those costs.

REVIEWED & APPROVED FOR SUBMISSION:



Ervin J. Suida,
City Manager

BUDGETED & AVAILABLE:



Elle Cole O'Connell,
Finance Director/Treasurer

Our ref: 12572365-PRO-2

January 18, 2022

Mr. Ervin J. Suida
Director of Public Services
City of Howell
611 E. Grand River
Howell, Michigan 48843

Proposal for Professional Services
Lucy Road Landfill Facility – Facility ID No. 47000018
Howell, Michigan

Dear Mr. Suida:

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, quarterly methane monitoring for 1 year, and preparation of the 2020 Annual Report. It should be noted that the laboratory analysis included in this proposal includes the November 2021 and June 2022 semi-annual events. 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 Engineer – Sam Belisle
- Project Geologist – Spencer Brower
- 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 the 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.
- 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.
- Conduct quarterly inspections and complete inspection forms to document the fence and gate are secure and notify the City if repairs are needed.
- Conduct quarterly inspections and complete inspection forms to document whether the landfill mound slopes have suffered from erosion. Notify the City if erosion is observed.
- Prepare one annual groundwater monitoring report. The annual report shall include groundwater elevations, summary of analytical results, methane gas and groundwater sampling documentation, groundwater purge well records, quarterly fence and mound inspection forms, and recommendations to change the Post Closure Plan (as applicable) and any response activities undertaken under the contingency plan.
- Prepare responses to EGLE comment letters, lead calls with EGLE, evaluate options
- 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:

- | | |
|---|------------|
| – 2021 Report Preparation and Submittal | March 2022 |
| – Quarterly Methane Monitoring | March 2022 |
| – Semi-Annual Groundwater Sampling | June 2022 |

- Quarterly Methane Monitoring June 2022
- Quarterly Methane Monitoring September 2022
- Semi-Annual Groundwater Sampling November 2022
- Quarterly Methane Monitoring November 2022

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)	\$9,100
Task 4: One Year of Quarterly Methane Monitoring (Four Rounds)	\$5,700
Task 5: 2021 Annual Report (March 2022)	\$5,400
Task 6: Prepare Responses to EGLE Comments, Meetings, etc.	<u>\$5,000</u>
SITE TOTAL	\$33,500
Total to be paid by MA Hanna (60%)	\$20,100
Total to be paid by City of Howell (40%)	\$13,400

The costs identified above account for 1 year of groundwater sampling, methane monitoring and associated reporting. Depending on EGLE requirements, additional sampling and analysis may be required in 2022. Any out of scope of activities will be approved prior to performance.

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 or provide a Purchase Order. Please contact me if you would like to discuss this scope of work further.

Sincerely,

Thomas Kinney

Thomas Kinney, CPG
Science Leader

+1 248 893-3410
tom.kinney@ghd.com

TK/mg/PRO-2

Encl. Table 1 – Summary of Analytical Constituents, Methods and Costs
Attachment A – Agreement for Professional Services

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	\$49
	Tetrahydrofuran	Method 8260B	included
	DiethylEther	Method 8260B	included
	Methane	Method RSK-175	\$68
Inorganics	Ammonia	SM4500	\$16
	TDS	SM2540	\$11
	Total Kjeldahl Nitrogen	SM4500	\$21
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	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
--	--------

Black & White Photocopies:

8 ½" x 11" size/11" x 17" size	\$0.14/copy
--------------------------------	-------------

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
---	------------

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.

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: ERVIN SUIDA, CITY MANAGER
DATE: FEBRUARY 9, 2022
RE: COUNTY EASEMENT AGREEMENT FOR DDA BATHROOM

Attached is an agreement between the City of Howell and County of Livingston that provides the City an easement to erect a public restroom within the county parking lot located on East Clinton Street. This easement is at no cost and continues the collaborative partnership with Livingston County. A downtown bathroom has been an objective of the community for many years. During the East Clinton reconstruction work, underground utilities to support this project were installed in the location of the easement.

Additionally, the Downtown Development Authority has approved the expense and the bathroom will be ordered to meet the anticipated timeline of an early summer 2022 opening. Matt Davis and Kate Litwin have been working with the facility provider on maintaining cost during the inflationary fluctuations. If the City accepts the easement agreement, our community will be able to enjoy facilities within our welcoming and walkable downtown to enhance the social district and provide facilities to our visitors and guests during our incredible events.

The County has already approved the easement to form, and our City Attorney has been working with the County on finalizing the language for City approval. Both the City Attorney and I are comfortable with the agreement before you tonight.

ACTION REQUESTED:

Motion to authorize the City of Howell to enter into the Easement Agreement with the County of Livingston to erect and maintain a bathroom facility within the easement as prescribed in the agreement.

**GENERAL EASEMENT AGREEMENT
GRANT TO CITY OF HOWELL**

THIS AGREEMENT made this _____ day of _____, 2022 by and between the **CITY OF HOWELL**, a Michigan Municipal Corporation, 611 E. Grand River Avenue, Howell, Michigan 48843 (hereinafter called "City") and the **COUNTY OF LIVINGSTON**, a Michigan Municipal Corporation, 304 E. Grand River Avenue, Suite 201, Howell, Michigan 48843 (hereinafter called the "County");

WHEREAS, the City plans to construct, maintain, repair, inspect, and operate a public restroom, together with all utilities upon a perpetual easement (also known as the "Easement Premises") granted by the County for such purpose as more fully set forth below;

WHEREAS, the parties hereby agree that the granting of this easement by the County and the City's acceptance of same, will be a benefit to both the County and the City, and that all work necessary to be performed for this project will be at no cost to the County;

WHEREAS, the County certifies and warrants that it is the sole legal Owner in fee of certain real estate, which includes the easement, otherwise known under Tax Code No.17-36-300-016, situated in the City of Howell, County of Livingston, State of Michigan described as follows:

SEE ATTACHED EXHIBIT A FOR:

- LEGAL DESCRIPTION OF PARCEL BEARING TAX CODE NO. 17-36-300-016;
- LEGAL DESCRIPTION OF THE EASEMENT PREMISES;
- SKETCH OF EASEMENT PREMISES.

NOW THEREFORE, in consideration of the foregoing, the parties hereto mutually agree as follows:

1. The County hereby grants and conveys to the City a perpetual easement to survey, construct, operate, maintain, test, inspect, repair, remove, replace or abandon in place and control all items and fixtures as described in Paragraph 3, set forth below, in, along, and upon the Easement Premises together with all reasonable rights of ingress and egress across adjoining lands owned by the County necessary for the exercise of the rights herein granted.

2. The right of ingress and egress herein granted across the adjoining lands of the County shall be exercised and used in such a manner as not to cause any damage or destruction of any nature whatsoever to or interruption of the use of the adjoining lands owned by the County. The City agrees to restore, at no cost to the County, to as near as reasonably possible, such lands used for ingress and egress to their original condition.

3. The City agrees that the use of the easement premises hereby granted shall be limited to survey, construct, operate, maintain, test, inspect, repair, remove, replace or abandon in place and control all items and fixtures for a public restroom, together with all utilities. The City shall bear the cost of all expenses associated with the public restroom..

4. The City agrees that the County shall have the right to grant other nonexclusive easements over, along, or upon the easement premises; provided, however, that any such other easements shall be subject to this easement and shall not otherwise obstruct the easement premises described here; and provided further, that City shall have first consented in writing to the terms, nature and location of any such other easements, which consent shall not be withheld if such other easements do not interfere with the rights granted hereunder.

5. The County further agrees not to interfere with the allowed uses as described in Paragraph 3, above. The County shall not erect or place any structure or any other physical obstruction which blocks access to the restroom next to, on top of, or underneath any of the access areas of the above-named easement nor shall the County obstruct the City's reasonable access for service, maintenance, construction, or removal of those items set forth in Paragraph 3, above.

6. The County agrees that the City may temporarily assign the rights granted to it hereunder to any assignee who demonstrates sufficient competence and gives adequate assurances to the County that any work to be performed pursuant to such assignment shall be conducted in a good and workmanlike manner, and that the County's interest in the easement premises shall be protected to the same extent as hereunder.

7. The City shall construct and keep the restroom and environs in compliance with the Americans with Disabilities Act, and all regulations, laws, ordinances, and building codes applicable thereto.

8. Maintenance. City is solely responsible for all repairs and maintenance of the restroom facility and Easement Premises. This includes keeping building interior and exterior in clean, undamaged condition, removal of graffiti or other defacement within a reasonable time, repair or replacement of damaged structural elements or fixtures, interior cleaning at regular intervals, and provision of supplies. The City shall keep the Easement Premises free of any improper liens. City must maintain utilities at its sole cost. The restroom will be kept open to the public at hours determined by the City. City shall not allow the restroom or Easement Premises to become a public nuisance by failure to maintain as required herein.

9. Insurance. The City shall provide the County with a certificate of insurance providing for a commercial liability insurance policy on an occurrence basis with policy limits of at least one million dollars (\$1,000,000) to include, but not be limited to, personal injury, bodily injury, property damage and contractual liability. The City shall have the County listed as an additional insured on the certificate of insurance (to the extent of the liability which the City assumes under this contract). The insurance certificate shall state that the insurance policy cannot be canceled unless the County is given thirty (30) days written notice. Failure of the City to provide the certificates of insurance or receipt by the County of a Notice of Cancellation of the insurance policies by the City's insurance company(s) shall constitute a material breach of this contract and the County may then, at its sole option, terminate this Contract immediately. This obligation shall continue for the life of this easement.

10. Termination. This easement shall terminate upon the occurrence of any of the following:

- a. Failure of the City to perform any obligation of this easement. Except where otherwise provided, however, the County shall give the City written notice of violation of any provision of this easement, and the City shall have sixty (60) days after mailing of that notice in which to correct the violation. Notice shall be as described in Section 11.
- b. Failure of the City to complete construction of the restroom facility, as demonstrated by receipt of a certificate of occupancy from the issuing authority, within two hundred forty (240) days of execution of this easement. .
- c. Failure of the City to keep the restroom open for more than four (4) consecutive months after completion of construction.
- d. Upon sixty (60) days written notice from the City to the County of abandonment of the easement.
- e. Immediately upon determination by the County that there is an imminent threat to public health and safety, upon written notice of same as provided in Section 11 herein.

Upon termination of this easement for any reason, all improvements on the Easement Property shall be the property of the County, without any compensation therefore. In the event of termination, City agrees to execute and deliver a release of easement to the County in a format fileable at the Register of Deeds.

11. Notice. Except as otherwise provided, all notices required under this easement shall be effective only if in writing or in a form of electronic facsimile transmission which provides evidence of receipt, and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth above. Either party may change its address by giving notice of the change to the other as provided in this section.

12. Severability. If any term, covenant, or condition of this easement or the application of which to any party or circumstance, shall be to any extent invalid or unenforceable, the remainder of this easement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this easement shall be valid and enforced to the fullest extent permitted by law.

13. All rights, title and privileges herein granted, including all benefits and burdens, shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

In witness whereof, the parties hereto have executed or have caused in this instrument to be executed by their proper officers duly authorized to execute the same.

This conveyance is exempt from real estate transfer taxes pursuant to MCL 207.505(h) and MCL 207.526(h).

{Signatures on the Following Page}

COUNTY OF LIVINGSTON

BY: Wesley J. Nakagiri
ITS: Chair of the Board of Commissioners

BY: Elizabeth Hundley
ITS: County Clerk

STATE OF MICHIGAN)
COUNTY OF LIVINGSTON) ss.

The foregoing instrument acknowledged before me, a Notary Public in and for said County, on the _____ day of _____ 202____, by Wes Nakagiri and Elizabeth Hundley, as authorized persons to execute the conveyance on behalf of the County of Livingston.

My Commission Expires: _____
_____, Notary Public

County, Michigan

{Signatures Continued on the Following Page}

CITY OF HOWELL

BY: Robert Ellis
ITS: Mayor

BY: Angela Guillen
ITS: City Clerk

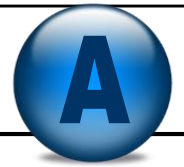
STATE OF MICHIGAN)
COUNTY OF LIVINGSTON) ss.

On the _____ day of _____ 202____, in the State of Michigan, County of Livingston before me, a notary public in and for said County, appeared Robert Ellis and Angela Guillen, as authorized persons to execute and accept the conveyance from the County on behalf of the City of Howell.

My Commission Expires: _____
_____, Notary Public
_____ County, Michigan

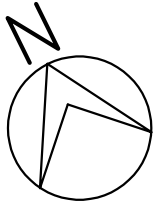
Drafted by and return to:

Donald J. Kulhanek
Cohl, Stoker, & Toskey, P.C.
601 N. Capitol Avenue
Lansing, MI 48933
(517)372-9000



SKETCH OF EASEMENT

11/3/2021 4:22 PM



SCALE: 1" = 50'

"THOMPSONS ADDITION"

17-36-103-013
210 CHURCH ST.

17-36-103-014
222 N. COURT ST.

CHURCH STREET

R.O.W. LINE

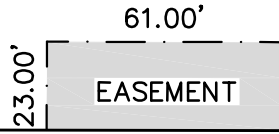
STATE STREET

R.O.W. LINE

17-36-300-016
LIVINGSTON COUNTY
NO ADDRESS AVAILABLE

R.O.W. LINE

COURT ROAD



R.O.W. LINE

CLINTON STREET

17-36-300-015
COURT HOUSE SQUARE

VACATED
COURT STREET

LEGAL DESCRIPTION OF PROPERTY 17-36-300-016

CITY OF HOWELL PARKING LOT BEING A PART OF SECTION 36, T.03N., R.04E., CITY OF HOWELL, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS: ALL THAT PART LYING SOUTH OF CHURCH STREET, NORTH OF CLINTON STREET, EAST OF STATE STREET AND WEST OF CHURCH STREET.

DESCRIPTION OF EASEMENT

THE SOUTHERTLY 23.00 ADJACENT TO CLINTON STREET AND THE EASTERLY 61.00 FEET ADJACENT TO CHURCH STREET OF CITY OF HOWELL PARKING LOT BEING A PART OF SECTION 36, T.03N., R.04E., CITY OF HOWELL, LIVINGSTON COUNTY, MICHIGAN, DESCRIBED AS: ALL THAT PART LYING SOUTH OF CHURCH STREET, NORTH OF CLINTON STREET, EAST OF STATE STREET AND WEST OF CHURCH STREET.

V: \201703\20170326\F\Property\170326 es01.dwg

Hebert Dave

JOB NO. 20170326	<p>HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915</p>	555 HULET DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 824 48303 - 0824	SHEET NO.
DATE 11/03/2021		PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): (248) 454-6359 WEB SITE: http:// www.hrcenr.com	1	OF 1

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: ANGELA GUILLEN, CITY CLERK
DATE: FEBRUARY 09, 2022
RE: DOWNTOWN DEVELOPMENT AUTHORITY APPOINTMENT

Before you tonight is a recommendation from Mayor Ellis to appoint Kevin Hinkley to the Downtown Development Authority (DDA) Board. Attached you will find Mr. Hinkley's application.

ACTION REQUESTED:

“A motion to appoint Kevin Hinkley to the DDA Board for a term ending January 1, 2026.”

REVIEWED & APPROVED FOR SUBMISSION:

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

Ervin J. Suida,
City Manager

CITY OF HOWELL

APPLICATION FOR MEMBERSHIP ON CITY BOARD OR COMMISSION

RECEIVED

DEC 14 2021

CITY OF HOWELL

Deliver completed application to:

City Manager's Office
611 E. Grand River Ave.
Howell, Michigan 48843
Fax: 517-546-6030

Thank you for your interest in serving on a City of Howell board or commission. The Howell City Council requires that every member of a board or commission meet the following qualifications:

- Appointee is not in default to the City.
- Appointee is a registered elector of the City.

Name in Full: Kevin W. Hinkley

Home Address: 321 Dorchester 48855 Phone: (248) 388-2365

Place of Employment: Conveyall Industrial Title: President
Supply, Inc.

Business Address: 28243 Beck Rd, Wixom, Mi. 48393

Business Phone () - 248-344-9373 Business Fax: () - 248-344-9447

E-Mail Address: Kevinwhinkley@gmail.com

Length of Residence in City: 2 years Own or Rent: Own

Are you a U.S. Citizen? Yes No

Educational Background: High School
2-1/2 Comm. College Business Courses

Occupational Background: Industrial Sales

Community Activities: Wixom Tree Lighting, Wixom Light the Night
Good fellows Newspaper Drive
Wixom Soccer League, Oakland County Rebuild Together

Board or Commission on which you are interested in serving:

- 1) DDA
- 2)
- 3)
- 4)

Additional information on experience, qualifications, etc.

Have you ever attended the Howell Citizens Academy?

Yes No If yes, date attended:

Please comment briefly on why you wish to serve on a particular board or commission.

Be specific as to your goals and ideas about how you wish to contribute to the work of

the board or commission: Being former Mayor of Wixom 10 years

and City Council for 6 years I believe I can contribute

vast experience & knowledge to add to our community

I think our downtown could use more parking especially for events

I may have some ideas how to accomplish this??

Are you, your spouse, or an immediate family member related to any City Official or

Department Head? Yes No If yes, please explain below.

Do you, your spouse, or an immediate family member currently have a business

relationship with the City of Howell? Yes No If yes, please explain below.

Have you ever been convicted of a crime, excluding misdemeanors and summary offenses, which has not been annulled or expunged or sealed by the Court?

Yes No If yes, please explain below.

References:

Name: Tom Rzezunik

Relationship to you: friend, Wixom City Council

Telephone: (248) - 787-8096

Name: Mike Dornan

Relationship to you: friend former Wixom City mngr.

Telephone: (248) - 207-2180

I consent to the release of information concerning my ability and fitness for the position to which I seek appointment by my employer(s), school(s), law enforcement agencies, and other individuals and organizations, subject to any restrictions, which I have included, to the City of Howell Office of the City Manager.

I, Kevin W. Hinkley, certify that the information provided in this application is, to the best of my knowledge, true and accurate.

Signature: Kevin W. Hinkley

Date: 12/14/2021

NOTES