

3525 Byron Road
Howell, MI 48855
April 14, 2025
6:30 pm

- This meeting is open to all members of the public under Michigan's Open Meetings Act. Persons with disabilities who need accommodations to participate in this meeting should contact the Township Clerk's Office at 517-546-2817 at least two (2) business days prior to the meeting.**

12. Disbursements: Regular and Check Register
13. Adjournment

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Draft

HOWELL TOWNSHIP REGULAR BOARD MEETING MINUTES

3525 Byron Road Howell, MI 48855

March 3, 2025

6:30 P.M.

MEMBERS PRESENT:

Mike Coddington	Supervisor
Sue Daus	Clerk
Jonathan Hohenstein	Treasurer
Matthew Counts	Trustee
Tim Boal	Trustee
Shane Fagan	Trustee
Bob Wilson	Trustee

MEMBERS ABSENT:

Also in Attendance:

4 people signed in.

Supervisor Coddington called the meeting to order at 6:30 p.m. The roll was called. Supervisor Coddington requested members rise for the Pledge of Allegiance.

CALL TO THE BOARD:

Treasurer Hohenstein requested to add 2025 road projects to a new business item.

Trustee Fagan requested to add American Legion violation ticket number 0202 to a new business item.

APPROVAL OF THE AGENDA:

March 3, 2025

Motion by Fagan, **Second** by Wilson, **"To approve the agenda as presented."** Motion carried. 1 dissent.

APPROVAL OF BOARD MEETING MINUTES:

February 10, 2025

REGULAR BOARD MEETING MINUTES

Motion by Hohenstein, **Second** by Daus, **"To accept the minutes from February 10th as presented."** Motion carried.

CALL TO THE PUBLIC:

John Mills, 1750 Oak Grove Rd.: Spoke on snow removal at Pioneer Cemetery

Justin Frederick, 225 Bain Dr.: Spoke on Zoning Administrator matters.

Kaye Don Le Chevalier, 2900 Brewer Rd.: Spoke on violation.

UNFINISHED BUSINESS:

None

NEW BUSINESS

- A. MHOG Percent Allocation and Budget – MHOG Director Greg Tatara
Greg Tatara spoke on improvements, maintenance, financials, and budgeting for MHOG. **Motion** by Counts, **Second** by Hohenstein, **“To approve the FY 2026 system labor and allocation percentage from MHOG.”** Motion carried. **Motion** by Counts, **Second** by Daus, **“To approve the amended DPW fund budget for FY 2025, and a proposed fund budget for FY 2026.”** Motion carried.
- B. Mark Juett, PC2024-17, Parcel #4706-28-100-071, vacant land – Hydraulic Drive, Request to rezone parcel from Industrial (I) to Industrial Flex Zone (IFZ)
Cole Juett and Hannah Juett spoke on Juett Outdoor Storage. **Motion** by Boal, **Second** by Hohenstein, **“To approve the rezoning to Industrial Flex on parcel #4706-28-100-071, also under PC2024-17.** Motion carried.
- C. Heritage Square PUD Agreement
Treasurer Hohenstein discussed that in order to move forward with the Heritage Square PUD there needs to be an approved developmental agreement. **Motion** by Hohenstein, **Second** by Counts **“To accept the Planned Unit Development agreement as presented.”** Discussion followed. Roll call vote: Boal – no, Fagan – no, Hohenstein – yes, Daus – yes, Wilson – no, Counts – no, Coddington – yes. Motion failed 3-4. Discussion followed. **Motion** by Counts, **Second** by Fagan **“To approve the Heritage Square PUD agreement.”** Roll call vote: Coddington – yes, Boal – no, Daus – yes, Counts – yes, Fagan – yes, Hohenstein – yes, Wilson – yes. Motion carried 6-1
- D. Heritage Square PUD Final Site Plan Approval for Phase I, Parcel #4706-32-400-013
Motion by Fagan, **Second** by Hohenstein, **“To approve Final Site Plan Approval for Phase I, Parcel #4706-32-400-013.”** Roll call vote: Wilson – yes, Hohenstein – yes, Boal – no, Fagan – yes, Coddington – yes, Daus – yes Counts - yes. Motion carried 6-1
- E. Heritage Square PUD Amendment request to increase lot coverage percentage
Motion by Fagan, **Second** by Counts, **“To approve Heritage Square PUD amendment to requests increase lot coverage percentage.”** Roll call vote: Hohenstein – no, Counts – yes, Wilson – no, Boal – no, Daus – no, Coddington – yes, Fagan – yes. Motion failed 3-4.
- F. 2025 Road Projects
Treasurer Hohenstein spoke on future road projects for 2025. **Motion** by Counts, **Second** by Hohenstein, **“To approve road projects for Fisher road as presented in the Livingston County Road Commission report dated February 28,2025.”** Discussion followed. Motion carried. **Motion** by Counts, **Second** by Hohenstein, **“To approve crush and shape with asphalt on Fleming Rd., Grand River Ave. to the end of the pavement to the tune of \$64,000 dollars, as long as matching funds are available from Livingston County Road Commission.”** Motion carried.
- G. American Legion Ticket
Trustee Fagan spoke on American Legion’s violation ticket. **Motion** by Fagan, **Second** by Wilson, **“To dismiss the American Legion ticket.”** Discussion followed. Roll call vote: Daus – no, Wilson – yes, Fagan – yes, Coddington – no, Hohenstein – no, Counts – no, Boal – no. Motion failed 2-5.

CALL TO THE PUBLIC:

Robert Spaulding, 3500 Crandall Rd.: Spoke on Heritage Square PUD, Warner Rd condition.

Justin Frederick, 225 Bain Dr.: Spoke about Township Ordinance violation.

REPORTS:

- A. SUPERVISOR:
No report
- B. TREASURER:
Treasurer Hohenstein reported that the Treasury Department has completed the tax collection and is now in the process of settling with the County.
- C. CLERK:
No report
- D. ZONING:
See Zoning Administrator Hohenstein's report.
- E. ASSESSING:
See Assessor Kilpela's report.
- F. FIRE AUTHORITY:
Supervisor Coddington reported on Fire Authority.
- G. MHOG:
Trustee Counts reported on MHOG.
- H. PLANNING COMMISSION:
Trustee Boal reported on Planning Commission.
- I. ZONING BOARD OF APPEALS (ZBA):
No report
- J. WWTP:
See report
- K. HAPRA:
See report
- L. PROPERTY COMMITTEE:
No report
- M. PARK & RECREATION COMMITTEE: Treasurer Hohenstein reported that the Phase I study results have been made public and a Phase II study quote has been requested.

N. Shiawassee River Committee:
No report

CLOSED SESSION:

Burkhart Ridge v. Howell Township

Motion by Counts, **Second** by Boal, **“To go into closed session.”** Roll call vote: Counts – yes, Boal – yes, Fagan – no, Wilson – no, Coddington – yes, Daus – yes, Hohenstein – yes. Motion failed 5-2. **Motion** by Counts, **Second** by Hohenstein, **“To go into Closed Session to discuss Burkhart Ridge v. Howell Township.”** Roll call vote: Fagan – no, Daus – yes, Coddington – yes, Wilson – yes, Counts – yes, Boal – yes, Hohenstein – yes. Motion carried 6-1. **Motion** by Counts, **Second** by Hohenstein, **“To enter back into regular session.”** Motion carried. **Motion** by Hohenstein, **Second** by Counts, **“To authorize the Township Counsel to proceed as discussed in closed session.”** Motion carried.

DISBURSEMENTS: REGULAR PAYMENTS AND CHECK REGISTER:

Motion by Hohenstein, **Second** by Daus, **“To accept the disbursements as presented and any normal and customary payments for the month.”** Motion carried.

ADJOURNMENT: **Motion** by Daus, **Second** by Boal, **“To adjourn”** Motion carried. The meeting was adjourned at 9:29 pm.

Sue Daus, Howell Township Clerk

Mike Coddington, Howell Township Supervisor

Tanya Davidson, Recording Secretary

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DRAFT

**HOWELL TOWNSHIP SPECIAL BOARD
MEETING MINUTES
3525 Byron Road Howell, MI 48855
March 17, 2025
6:30 P.M.**

MEMEBERS PRESENT:

Mike Coddington	Supervisor
Jonathan Hohenstein	Treasurer
Matthew Counts	Trustee
Shane Fagan	Trustee
Bob Wilson	Trustee

MEMEBERS ABSENT:

Sue Daus	Clerk
Tim Boal	Trustee

Also in Attendance:

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

All rose for the Pledge of Allegiance.

APPROVAL OF THE AGENDA:

March 17, 2025

Motion by Hohenstein, **Second** by Counts, **"To approve as presented."** Motion carried.

CALL TO THE PUBLIC:

No public comment

NEW BUSINESS:

Heritage Square, Parcel # 4706-32-400-013 PUD Amendment request to increase lot coverage percentage:

David Straub from M/I Homes of Michigan LLC spoke on the request to increase the lot coverage percentage for Heritage Square. Discussion followed. **Motion** by Fagan, **Second** by Counts, **"To approve the Amendment request to increase lot coverage percentage from 30% to 40% for parcel number 4706-32-400-013."** Roll call vote: Wilson – no, Fagan – yes, Hohenstein – no, Coddington – yes, Counts - yes. Motion passed (3-2).

CALL TO THE PUBLIC:

No public comment

ADJOURNMENT:

Motion by Counts, **Second** by Hohenstein, **"To adjourn."** Motion carried. The meeting was adjourned at 7:02 p.m.

Sue Daus, Howell Township Clerk

Mike Coddington, Howell Township Supervisor

Tanya Davidson, Recording Secretary

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**HOWELL TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN
ZONING ORDINANCE AMENDMENT**

ORDINANCE NO. 290

At a regular meeting of the Township Board of Howell Township, Livingston County, Michigan, held at 3525 Byron Rd., Howell, Michigan 48855 on the ____ day of ____, 2025, at 6:30 P.M., Township Board Member _____ moved to adopt the following Ordinance, which motion was seconded by Township Board Member _____:

An ordinance to amend the Zoning Ordinance of Howell Township; to amend and add a new wellhead protection overlay zoning district that provides for permitted uses and additional regulation of uses when located within the wellhead protection overlay zoning district as Section 15.11, and to provide for severability and repealer of any ordinances inconsistent herewith.

HOWELL TOWNSHIP ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT TO THE HOWELL TOWNSHIP ZONING ORDINANCE TO ADD SECTION 15.11, WELLHEAD PROTECTION ORDINANCE AND OVERLAY DISTRICT: The Howell Township Zoning Ordinance shall be amended to add new Section 15.11, WELLHEAD PROTECTION ORDINANCE AND OVERLAY DISTRICT, and read as follows:

SECTION 15.11

WELLHEAD PROTECTION ORDINANCE AND OVERLAY DISTRICT

Section A – STATEMENT OF PURPOSE

The purpose of the Wellhead Protection Overlay District is to provide supplemental developmental regulations in the designated wellhead protection zone so as to protect and preserve the surface and groundwater resources of Howell Township and the region from any land use structures and/or construction that may reduce the quality and/or quantity of water resources or pose a risk to drinking water. This Wellhead Protection Overlay District has been created in accordance with both the City of Howell's and Marion, Howell, Oceola & Genoa Sewer and Water Authority's (MHOG) Wellhead Protection Plans drafted by WSP USA Environment & Infrastructure Solutions, Inc. (WSP). This Wellhead Protection Overlay District was also created in conjunction with the City of Howell and Marion Township.

Section B – DEFINITIONS

As used in this Section, the following words and terms shall have the meaning specified, unless the context clearly indicates otherwise.

Aquifer. A geologic formation composed of rock or sand and gravel that contain amounts of potentially recoverable potable water.

Best Management Practices. Measures, either managerial or structural, that is determined to be the most effective, practical means of preventing or reducing pollution inputs to soils, surface water and ground water.

Contamination. The process of making impure, unclean, inferior, or unfit for use by the introduction of undesirable elements through the release of a hazardous substance, or the potential release of a discarded hazardous or other substance, in a quantity which is or may become injurious to the environment, or to the public health, safety, or welfare.

Contingency Plans. Detailed plans for control, containment, recovery, and clean up of hazardous materials released during fires, equipment failures, leaks and spills.

Development. The carrying out of any construction, reconstruction, alteration of the ground surface or structure or change of land use or intensity of use.

Discharge. Discharge includes, but is not limited to, any spilling, leaking, seeping, pouring, misapplying, emitting, emptying or dumping of any pollutants prohibited by law or regulation, which affects surface water and/or groundwater.

Facility. Any building, structure, or installation from which there may be a discharge of hazardous substances.

Hazardous Materials. A material which is defined in one or more of the following categories:

- A. **Ignitable:** A gas, liquid or solid which may cause fires through friction, absorption of moisture, or which has low flash points. Examples: white phosphorous and gasoline.
- B. **Carcinogenic:** A gas, liquid or solid, which is normally considered to be cancer causing. Examples: PCBs in some waste oils.
- C. **Explosive:** A reactive gas, liquid or solid which will vigorously and energetically react uncontrollably if exposed to heat, shock, pressure or combinations thereof. Examples: dynamite, organic peroxides and ammonium nitrate.
- D. **Highly Toxic:** A gas, liquid or solid so dangerous to humans as to afford an unusual hazard to life. Examples: parathion and chlorine gas.
- E. **Moderately Toxic:** A gas, liquid or solid, which through repeated exposure or in a single large dose can be hazardous to humans. Example: atrazine.

F. Corrosive: Any material, whether acid or alkaline, which will cause severe damage to human tissue, or in case of leakage might damage or destroy other containers of hazardous materials and cause the release of their contents. Examples: battery acid and phosphoric acid.

Impervious Surface. Materials or structures on or above the ground that do not allow precipitation to infiltrate the underlying soil.

Overlay District. That area of the Township in which special requirements and restrictions are applied to land uses and activities to eliminate or minimize contamination of the aquifer(s) supplying the City of Howell's municipal water wells, MHOG's municipal water wells, or other future wells, municipal or otherwise.

Primary Containment Facility. A tank, pit, container, pipe, or vessel of first containment of a hazardous substance or material.

Regulated Substances. A chemical or other material, which is or may become injurious to the public health, safety, or welfare, or the environment and shall include: 1. Substances for which there are safety data sheets (SDSs), as established by the United States Occupational Safety and Health Administration, and the SDS cites possible health hazards for said substance; 2. Hazardous Waste, as defined by the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, and as defined in Part III (Section 324.11103) of the Natural Resources and Environmental Protection Act, 1994 P.A. 451, as amended; 3. Hazardous Substance, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) when the hazardous substance is the focus of remedial or removal action being conducted under CERCLA in accordance with the U.S. EPA regulations; 4. Radiological materials; 5. Biohazards; 6. "Hazardous Materials" as defined in the NFPA 1, the International Fire Code Council, and categorized as a hazardous material under 49 CFR 172.101; and 7. "petroleum" as defined in Part 213 (Section 324.21303) of the Natural Resources and Environmental Protection Act, 1994 P.A.451, as amended.

Secondary Containment Facility. A second tank, catchment, pit, pipe, or vessel that limits and contains liquid or chemical leaking or leaching from a primary containment area.

Storage of Petroleum Products. Bulk petroleum products such as gasoline and fuel oils, natural gas; mixed, manufactured, or liquified petroleum; waste oil and other petroleum fuels in above ground or below ground storage containers and tanks.

Wellhead Protection Area. The surface and subsurface area surrounding a public water supply well or well field through which contaminants, if discharged, are reasonably likely to move toward and reach the well or the well field. This area is also known as the zone of contribution (ZOC) which contributes groundwater to the well or well field. The Wellhead Protection Areas for the City of Howell and MHOG are present in areas of the Township, and the boundaries of such are specifically set forth in Figure 1 attached to this Ordinance.

Section C – SCOPE OF AUTHORITY

The Wellhead Protection Overlay District is a mapped zoning district that imposes a set of requirements in addition to those of the underlying zoning district. In an area where an overlay district is established, the property is placed simultaneously in the two districts, and the property may be developed only under the applicable conditions and requirements of both districts. In the event there is a conflict between the requirements of the two districts, the requirements of the Wellhead Protection Overlay District shall prevail.

Section D – CREATION OF OVERLAY DISTRICT BOUNDARIES

The Wellhead Protection Overlay District boundaries shall be established on the official Township Zoning Map. The Overlay District boundaries may be amended according to the Zoning Ordinance procedures in Article XXIII.

Section E – DISTRICT DELINEATION

- A. The Wellhead Protection Overlay District is hereby established to include all lands within Howell Township, lying within the City of Howell's or MHOG's Wellhead Protection Areas, including recharge areas of groundwater aquifers and watershed areas that lie within the wellhead protection area which now or may in the future provide public water supply. If the wellhead protection area includes a portion of the parcel, the entire parcel shall be considered to be within the wellhead protection area. This area is set forth in Figure 1, and may thereafter be amended.
- B. Where the boundaries delineated are in doubt or in dispute, the burden of proof shall be upon the owner(s) of the land in question to show whether the property should be located in the District. At the request of the owner(s), the Township may engage the services of a qualified professional to determine more accurately the location and extent of an aquifer within the wellhead protection area. The Township shall charge the owner(s) for all or a part of the investigation. The Owner shall place the funds necessary into an escrow account at the Township to cover the necessary fees of the qualified professional. Such dispute shall be presented as an interpretation/appeal to the Zoning Board of Appeals.

Section F – SITE PLAN REVIEW REQUIREMENTS

- A. **New or Expanded Uses and Structures.** All proposed new or expanded structures or uses within the Wellhead Protection Overlay District, except single family uses, shall be subject to site plan review, pursuant to Article XX, Section 20.06.
- B. **Existing Uses and Structures.** All land uses and activities existing prior to approval of the Wellhead Protection Overlay District must conform to the site plan review standards in this Article with respect to any new, expanded, or amendments to any approvals existing prior to adoption of the Wellhead Protection Overlay Ordinance.
- C. **Township Determination of No Hazard.** All new or expanded structures or uses subject to site plan review and special land use review shall be subject to a separate determination by the zoning body with authority to approve or deny the zoning request sought that the

use of hazardous materials with any permitted use is not detrimental and does not have the potential to be detrimental to the Township's Wellhead Protection Area. Such determination will include consultation with the Township's engineer, MHOG, City of Howell, and any additional consultants with necessary subject matter expertise to assist the zoning body with authority to make such a determination.

Section G – DATA REQUIREMENTS

The following data are required for site plan review in the Wellhead Protection Overlay District, in addition to the information required by Article XX, Section 20.06.

1. **List of Regulated Substances.** A complete list of chemicals, pesticides, fuels, and other Regulated Substances to be used or stored on the premises. Businesses that use or store such Regulated Substances shall file a management plan with the Fire Chief. The management plan shall include the following, at minimum:
 - a. Provisions to protect against the discharge of Regulated Substances or wastes to the environment due to spillage, accidental damage, corrosion, leakage or vandalism, including spill containment and clean-up procedures.
 - b. Provisions for indoor, secured storage of Regulated Substances and wastes with impervious floor surfaces.
 - c. Evidence of compliance with the rules and regulations of the Michigan Department of the Environment, Great Lakes, and Energy (EGLE).
 - d. Drainage recharge features and provisions to prevent loss of recharge.
 - e. Provisions to control soil erosion and sedimentation, soil compaction, and to prevent seepage from sewer pipes.
 - f. Safety Data Sheets.
2. **Service Facilities and Structures.** Location of existing and proposed service facilities and structures, above and below ground, including:
 - a. General location of the site within the Wellhead Protection Overlay District.
 - b. Areas to be used for the storage, loading/unloading, recycling, or disposal of Regulated Substances, including interior and exterior areas.
 - c. Underground storage tank locations.

- d. Location of exterior drains, dry wells, catch basins, retention/detention areas, sumps and other facilities designed to collect, store or transport storm water or wastewater. The point of discharge for all drains and pipes shall be specified on the site plan.
3. **Water Resources.** Location of existing wetlands and watercourses, including ponds and streams on or within a quarter mile of the site.
4. **Soils.** Soil characteristics of the site, at least to the detail provided by the Natural Resources Conservation Service.
5. **Topography.** Existing topography of the site, with a maximum contour interval of two (2) feet.
6. **Existing Contamination.** Delineation of areas on the site that are known or suspected to be contaminated, together with a report on the status of site clean-up.
7. **Environmental Checklist.** Completion of the EGLE checklist or similar list, indicating the types of environmental permits and approvals that may be needed for the project.

Section H – PERMITTED PRINCIPAL USES

The following uses shall be permitted in the Wellhead Protection Overlay District if permitted in the underlying zoning district, provided they comply with all applicable restrictions and standards specified in this Article:

1. Single family residential uses.
2. Residential accessory uses, including garages, driveways, private roads, utility rights-of-way, and on-site wastewater disposal systems (i.e., septic systems).
3. Agricultural uses such as farming, grazing, and horticulture.
4. Forestry and nursery uses.
5. Outdoor recreation uses, including fishing, boating, and play areas.
6. Conservation of water, plants, and wildlife, including wildlife management areas.
7. Any of the above uses may include the subordinate use of Regulated Substances upon a final determination by a qualified professional that such Regulated Substances are not detrimental and does not have the potential to be detrimental to the Township's Wellhead Protection Area after consideration of the following standards with adequate data, information and evidence provided by the applicant:

- a. Classification of the Regulated Substance under 49 CFR 172.101. The list shall include common name (trade name) of materials, chemical name (components), form (liquid, pressurized liquid, solid, gas, pressurized gas, etc.), maximum quantity on hand at any one time, and type of storage containers (above ground tank, underground tank, drums, cylinders, metal container, wooded or composition container, portable tank, etc.).
- b. Amount of the Regulated Substance proposed to be contained on the property.
- c. Whether Regulated Substances for use in a motor vehicle will be used solely for the operation of a vehicle.
- d. Whether the Regulated Substance's storage and use is proposed for on-site air cooling or household appliances.
- e. Whether the Regulated Substance will be harmonious with and in accordance with the general objectives, intent and purposes of this Ordinance in terms of their uses, activities, processes, materials, equipment and conditions of operation, that will not be detrimental to the Wellhead Protection Area.

Section I – SPECIAL USES

The following uses may be permitted if allowed in the underlying zoning district subject to conditions specified for each use, review and recommendation by the Planning Commission and approval by the Township Board, and subject further to any special conditions that are necessary to fulfill the purposes of this Ordinance, and the provisions set forth in Article XVI:

1. Commercial, industrial, governmental or education uses which are allowed in the underlying district, and which are not prohibited in Section 11.
2. Any enlargement, intensification, alteration, or change of use of an existing commercial, industrial, governmental or education use that complies with this Article.
3. The rendering impervious of more than fifteen percent (15%) or 2,500 sq. ft. of any parcel, whichever is less, if allowed in the underlying zoning district, provided that a system for artificial recharge of precipitation to groundwater is developed, which shall not result in degradation of the groundwater.
4. The mining or excavation for removal of earth, loam, sand, gravel and other soils or mineral resources, provided that such excavation shall not extend closer than five (5) feet above the historical high groundwater table (as determined from on-site monitoring wells and historical water fluctuation data compiled by the United States Geological Survey). One (1) or more monitoring wells shall be installed by the property owner to verify groundwater elevations. This sub-section shall not apply to excavations

incidental to permitted uses, including but not limited to installation or maintenance of structural foundations, freshwater ponds, utility conduits or on-site sewage disposal.

- a. Upon completion of earth removal operations, all altered areas shall be restored with topsoil and vegetative plantings suitable to control erosion on the site consistent with the approved final reclamation plan.
 - b. All fine materials, such as clays and silts, removed as part of the earth removal operation and leftover as by-products, shall be disposed of off-site to prevent damage to aquifer recharge characteristics.
5. Fertilizers, pesticides, herbicides, lawn care chemicals, or other leachable materials provide that such materials are stored in accordance with the manufacturer's label instructions approved by the United States Environmental Protection Agency or the Michigan Department of Agriculture and that they are used in routine agricultural operations and applied under the "Generally Accepted Agricultural Management Practices" and all other necessary precautions are taken to minimize adverse impact on surface and groundwater.
6. The storage of commercial fertilizers and soil conditioners provided such storage shall be within structures designed to prevent the generation and escape of contaminated run-off or leachate.
7. The use or storage of Regulated Substances upon a final determination that such Regulated Substances are not detrimental and do not have the potential to be detrimental to the Township's Wellhead Protection Area after consideration of the following standards with adequate data, information and evidence provided by the applicant:
 - a. Classification of the Regulated Substance under 49 CFR 172.101. The list shall include common name (trade name) of materials, chemical name (components), form (liquid, pressurized liquid, solid, gas, pressurized gas, etc.), maximum quantity on hand at any one time, and type of storage containers (aboveground tank, underground tank, drums, cylinders, metal container, wooded or composition container, portable tank, etc.).
 - b. Amount of the Regulated Substance proposed to be contained on the property.
 - c. Whether Regulated Substances for use in a motor vehicle will be used solely for the operation of a vehicle.

- d. Whether the Regulated Substance's storage and use is proposed for on-site air cooling or household appliances.
- e. Whether the Regulated Substance will be harmonious with and in accordance with the general objectives, intent and purposes of this Ordinance in terms of their uses, activities, processes, materials, equipment and conditions of operation, that will not be detrimental to the Wellhead Protection Area.

Section J –CONDITIONS

In addition to Section 9, Special Uses shall comply with the following:

1. The Township Board may grant Special Use approval only upon finding that the proposed use meets the following standards:
 - a. In no way, during construction or thereafter, shall a project adversely affect the quality or quantity of water that is available in the Wellhead Protection Overlay District.
 - b. The project shall be designed to avoid substantial disturbance of the soils, topography, drainage, vegetation and water-related natural characteristics of the site to be developed.
2. The Township Board shall not approve a Special Use under this section unless the petitioner's application materials include, in the Board's opinion, sufficiently detailed, definite and credible information to support positive findings in relation to the standards of this section.

Section K – PROHIBITED USES

The following uses are prohibited in the Wellhead Protection Overlay District:

1. Business and industrial uses that generate, use, treat, process, store, or dispose of Regulated Substances, including, but not limited to metal plating, chemical manufacturing, wood preserving, and dry-cleaning factory, except for the following:
 - a. Generators of a very small quantity of Regulated Substances (less than 20 kilograms or six (6) gallons per month), subject to Special Land Use review.
 - b. Treatment facilities or operations designed for the treatment of contaminated ground or surface waters, provided the facilities have been approved by EGLE.
2. Business and industrial uses that dispose of processed wastewater on-site.

3. Solid waste landfills, dumps, landfilling, spreading or storage of sludge (excluding lime softening sludges generated from municipal drinking water plants) or septage, with the exception of disposal of brush or stumps.
4. Storage of petroleum products of any kind, except for the following:
 - a. Storage that is incidental to:
 - 1a. Normal household use and outdoor maintenance or the heating of a structure.
 - 2a. Use of emergency generators.
 - 3a. Treatment facilities or operations designed for the treatment of contaminated ground or surface waters, provided the facilities have been approved by EGLE.
 - b. Replacement of storage tanks and systems for the keeping, dispensing or storing of gasoline, which existed at the time of adoption of this Article, provided that:
 - 1.b All such replacement storage tanks or systems shall be located underground as required by EGLE.
 - 2.b All such storage systems shall be protected by a secondary containment system as specified by EGLE.
 - 3.b The Fire Chief may deny an application for tank replacement or approve it subject to conditions if he/she determines that it would constitute a danger to public or private water supplies.
5. Outdoor storage of salt, de-icing materials, pesticides, or herbicides and outside storage of Regulated Materials.
6. Dumping or disposal on the ground, in water bodies, or in residential septic systems of any toxic chemical, including, but not limited to septic systems cleaners which contain toxic chemicals such as methylene chloride and 1-1-1 trichlorethane, or other household Regulated Substances.
7. Stockpiling and disposal of snow or ice removed from highways and streets located outside of the Wellhead Protection Overlay District that contains sodium chloride, calcium chloride, chemically treated abrasives, or other chemicals used for snow and ice removal.

8. Sewage disposal systems that are designed to receive more than 110 gallons of sewage per quarter acre per day or 440 gallons of sewage per acre per day, whichever is greater, provided that:
 - a. The replacement or repair of an existing system shall be exempted if it does not result in an increase in design capacity above the original design.
 - b. In addition to meeting the above standards, all lots shall conform to any applicable minimum lot size requirements specified in Article III, Section 3.17 of the Zoning Ordinance.
 - c. Any public utility owned and operated by Howell Township or owned by such entity and operated by any lessee or agent thereof, shall be exempted.
9. Wastewater treatment facilities or operations, except the following:
 - a. The replacement or repair of an existing system will not result in a design capacity greater than the design capacity of the existing system.
 - b. The replacement of an existing subsurface sewage disposal system with wastewater treatment facilities or operations will not result in a design capacity greater than the design capacity of the existing system.
 - c. Treatment facilities or operations designed for the treatment of contaminated ground or surface waters.
 - d. Any public utility owned and operated by Howell Township or owned by such entity and operated by any lessee or agent thereof, shall be exempted.
 - e. Prohibited uses include all uses not expressly authorized in Section 8 and 9 of this article.

Section L – MISCELLANEOUS REQUIREMENTS

The following requirements shall apply to all uses in the Wellhead Protection Overlay District:

1. **Drainage.** For commercial and industrial uses, run-off from impervious surfaces shall not be discharged directly to drains, streams, ponds, or other surface water bodies. Oil, grease and sediment traps shall be used to facilitate removal of contamination. Forebays/sediment basins and other requirements shall be adhered to per the Township Engineering Design Standards.

2. **Discharge of Regulated Substances.** The property owner shall prevent the discharge of regulated substances.

- a. Upon discovery of a discharge within the Wellhead Protection Area, the owner of the property on which a discharge occurred, as well as the person responsible for the discharge if they are not the same, shall take appropriate reasonable actions to mitigate the potential impact of the discharge on the groundwater and remediate the discharge. Remediation shall be conducted in a timely manner and in accordance with applicable law. Waste generated during remediation of a Regulated Substance discharge must be managed in accordance with all applicable legal requirements. Storage of these materials for a period of greater than ninety (90) days must be reported to, and approval obtained from, the Township Supervisor or his/her designee.
- b. All discharges shall be documented in writing and mailed to the Township Supervisor or his/her designee within ten (10) business days of said incident. Initial discharge notification shall include, at a minimum, the following:
 - 1.b Location of the discharge (name, address, and phone).
 - 2.b Reporting party's name, address and phone (if different from above).
 - 3.b Emergency contact and phone.
 - 4.b Description of the nature of the incident, including date, time, location, and cause of the incident; type, concentration, and volume of substance(s) discharged.
 - 5.b Map showing exact discharge location, and relevant site features (i.e. paved area, storm sewer catch basins/inlets, water features, etc.), scale, and north arrow.
 - 6b. All measures taken to clean up the discharge; and
 - 7b. All measures proposed to be taken to reduce and prevent any future discharge.
- c. The Township Supervisor or his/her consultant and/or designee shall determine if and where any additional investigative work needs to be completed to assess the potential impact of the discharge. The owner or operator shall retain a copy of the written notice for at least three years.

3. **Groundwater Well Abandonment.** All public and private wells, excluding wells used for licensed agricultural practices or fire suppression purposes, must be

properly abandoned at the time of replacement or hook-up to a municipal water supply system except as may be modified providing that the well will be used only for irrigation purposes and providing that it will be physically disconnected from the plumbing such that it does not pose a cross connection risk to municipal water systems. The proper abandonment of wells is to be in accordance with the Livingston County Health Department's Sanitary Code and the EGLE Well Construction Unit.

- a. Out of service water wells shall be sealed and abandoned in accordance with applicable requirements of the EGLE Well Construction Unit and the Livingston County Health Department.
- b. Existing and abandoned wells shall be noted on any applicable site plan for new construction, reconstruction or expansion of any use or structure to ensure compliance with the requirements of this section.

Section M – ENFORCEMENT

1. Whenever the Township Supervisor or his/her designee determines that a person has violated a provision of this Ordinance, the Township Supervisor or his/her designee may order compliance by issuing a written Notice of Violation to the responsible person/facility.
2. If the Township Supervisor or his/her designee requires abatement of a violation and/or restoration of affected property, the notice shall set forth a deadline by which such action must be completed. Said notice may further advise that, should the violator fail to remediate or restore within the established deadline, the work could be performed by the Township, with the resulting expense thereof charged to the violator and the expenses may be assessed onto the property if the property owner is also the violator.

Section N – VARIANCE/APPEAL RIGHTS

1. If an owner of property within a Wellhead Protection Area believes the requirements of this ordinance impose an unreasonable burden on the use of the owner's property, the owner may seek a variance from the Howell Township Zoning Board of Appeals ("ZBA") in any appeal to the ZBA, the Township Consulting Engineer shall assist the ZBA for purposes of a variance request or of appeal rights. Such a request must be in writing with enough detail to allow the Township Consulting Engineer to assist the ZBA for purposes of a variance request or of appeal rights, to understand the situation and proposed variance. If the Township Consultant determines that additional information is needed, the request for additional information shall be made within 15 days of the owner's request. Within 30 days of the receipt of such additional information, or, if no such request is made, within 30 days of the owner's request, a hearing will be held in front of the ZBA. The ZBA shall grant, deny, or partially grant the request. A grant, partial or complete, may relieve the property owner from strict compliance with this Ordinance. Reasonable conditions may be imposed by the ZBA as part of such a grant. The ZBA shall be guided by the primary goal

of protecting the Township's Wellhead Protection Area without creating undue hardship upon the property owners affected.

2. Any person receiving a notice of violation may appeal the determination by submitting a written notice of appeal to the Howell Township Zoning Board of Appeals. The notice of appeal must be received by the Zoning Board of Appeals within 30 days from the date of the notice of violation, with enough detail to allow the Township's Consultant, as a staff representative to the ZBA, to understand the situation. Within 30 days of the receipt of such an appeal, the Township Consulting Engineer shall issue a written response to the appeal to the applicant and to the ZBA unless the Township Consulting Engineer has requested additional information, in which case the Township Consulting Engineer's response shall be issued within 30 days of receipt of the information. The Zoning Board of Appeals shall affirm, reverse, or modify the notice of violation being appealed.
3. If the person who has made a variance request or an appeal of a notice of violation does not agree with the decision of the ZBA, said person may appeal the matter by filing an action in the Livingston County Circuit Court, which may affirm, reverse, or modify the decision being appealed. Such an appeal must be filed within 30 days of the decision of the ZBA or within the time period required by Michigan General Court Rules, whichever has the shortest appeal period.

Section O – ABATEMENT/REMEDIAL ACTIVITIES BY THE TOWNSHIP

1. The Township is authorized to take or contract with others to take reasonable and necessary abatement or remedial activities whenever the Township determines a violation of this Ordinance has occurred and that the responsible party cannot or will not timely correct the violation, or when no known responsible party exists. The responsible party shall reimburse the Township for all expenses thus incurred by the Township.
2. If the Township desires the responsible party to reimburse it for the abatement activity expenses, the Township, shall within 90 days of the completion of such activities mail to that person a notice of claim outlining the expenses incurred, including reasonable administrative costs, and the amounts thereof. The person billed shall pay said sum in full within 30 days of receipt of the claim. If the person billed desires to object to all or some of the amount sought by the Township, said person may file, within the same 30-day period, a written objection so stating. The Township shall, within 30 days of its receipt of the objection, provide an opportunity for the objecting party to present facts or arguments supporting said objection. If the Township determines that some or the entire amount originally billed is appropriate, the person shall pay said sum within 30 days of receipt of that determination. If the amount due is not timely paid, the Township may cause the charges to become a special assessment against the property and shall constitute a lien on the property. In the alternative, the Township may attempt collection of the sum due by filing a civil lawsuit.

Section P – INJUNCTIVE RELIEF

1. If a person has violated or continues to violate the provisions of this Ordinance, the Township may petition the appropriate court for injunctive relief restraining the person from activities abatement or remediation.

Section Q – VIOLATIONS DEEMED A PUBLIC NUISANCE

1. In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Ordinance is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil infraction to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken by the Township.

Section R – CRIMINAL PROSECUTION

1. Any violation of this Ordinance shall be considered a misdemeanor, punishable by a fine of not more than \$500.00 or imprisonment of not more than 90 days. Each day a violation exists shall be deemed a separate violation. A citation charging such a misdemeanor may be issued by the Township Supervisor, his or her designee, the Township's Ordinance Enforcement Officer or the Sheriff's Department.

Section S – REMEDIES NOT EXCLUSIVE

1. The remedies listed in this Ordinance are not exclusive of any other remedies available under any applicable federal, state, or local law and it is within the discretion of the Department to seek cumulative remedies.

SECTION 2. REPEAL: This Ordinance hereby repeals any ordinances in conflict herewith.

SECTION 3. SEVERABILITY: The various parts, sections and clauses of this Ordinance are declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected.

SECTION 4. SAVINGS CLAUSE: That nothing in this Ordinance hereby adopted be construed to affect any just or legal right or remedy of any character nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this Ordinance.

SECTION 5. PUBLICATION AND EFFECTIVE DATE: This Ordinance is hereby declared to have been adopted by the Howell Township Board at a meeting thereof duly called and held on the ____ day of _____, 2025, was ordered to be given publication in the manner required by law, and was ordered to be given effect as mandated by statute.

YEAS: _____
NAYS: _____
ABSENT/ABSTAIN: _____

HOWELL TOWNSHIP:

BY: _____
Sue Daus, Clerk

ADOPTED: _____
PUBLISHED: _____
EFFECTIVE: _____

CERTIFICATION

I, Susan Daus, the Clerk of Howell Township, Livingston County, Michigan, do hereby certify that the foregoing is a true and complete copy of Ordinance No. _____, adopted by the Howell Township Board at a regular meeting held on _____, 2025.

The following members of the Township Board were present at that meeting:

The Ordinance was adopted by the Township Board with _____ members of the Board voting in favor and _____ members voting in opposition. Notice of adoption and publication of the Ordinance was published in the _____ on _____, 2025. The Ordinance shall be effective on _____, 2025, seven (7) days after publication.

By: _____
Susan Daus, Township Clerk

8B

**HOWELL TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN
ZONING ORDINANCE AMENDMENT**

ORDINANCE NO. 291

At a regular meeting of the Township Board of Howell Township, Livingston County, Michigan, held at 3525 Byron Rd., Howell, Michigan 48855 on the 14th day of April, 2025, at 6:30 P.M., Township Board Member _____ moved to adopt the following Ordinance, which motion was seconded by Township Board Member _____:

An ordinance to amend the Zoning Ordinance of Howell Township; to amend and add provisions for permitted uses and additional regulation for portable storage containers and cargo containers and to provide for severability and repealer of any ordinances inconsistent herewith.

HOWELL TOWNSHIP ORDAINS AS FOLLOWS:

SECTION 1. AMENDMENT TO THE HOWELL TOWNSHIP ZONING ORDINANCE TO AMEND SECTION 2.02, SECTION 4.04, SECTION 5.04, SECTION 8.04, SECTION 10.04, SECTION 11.04, SECTION 12.04, SECTION 13.04, SECTION 14.07 AND SECTION 14.20:
The Howell Township Zoning Ordinance shall be amended and read as follows:

PORTABLE STORAGE CONTAINER AND CARGO CONTAINER ORDINANCE

STATEMENT OF PURPOSE

The purpose of the Storage Container Ordinance amendment is to recognize that there are certain conditions concerning land uses that warrant specific exceptions, regulations, or standards in addition to the requirements of the Zoning District in which they are permitted to be located.

Article 2, Section 2.02 – DEFINITIONS

As used in this Section, the following words and terms shall have the meaning specified, unless the context clearly indicates otherwise.

Portable Storage Containers: Portable, weather-resistant receptable designed and used for the temporary storage and/or shipment of household goods or building materials (i.e. PODS or MODS), which are typically leased on a short-term basis.

Cargo Containers: A primarily metal weather-resistant receptacle designed to store and ship goods or building materials. Such containers, and those with similar qualities which are intended for use as an accessory building or structure.

Article 4, Section 4.04 – AR PERMITTED USES

Subsection 4.04 will be modified to include cargo containers as a permitted accessory use within the Agricultural Residential District.

Article 5, Section 5.05 – RT PERMITTED USES

Subsection 5.05 will be modified to include cargo containers as a permitted accessory use within the Research Technology District.

Article 8, Section 8.08 – OS PERMITTED USES

Subsection 8.08 will be modified to include cargo containers as a permitted accessory use within the Office Service District.

Article 10, Section 10.04 – RSC PERMITTED USES

Subsection 10.04 will be modified to include cargo containers as a permitted accessory use within the Regional Service Commercial District.

Article 11, Section 11.04 – HSC PERMITTED USES

Subsection 11.04 will be modified to include cargo containers as a permitted accessory use within the Highway Service Commercial District.

Article 12, Section 12.04 – IF PERMITTED USES

Subsection 12.04 will be modified to include cargo containers as a permitted accessory use within the Industrial Flex District.

Article 13, Section 13.04 – INDUSTRIAL PERMITTED USES

Subsection 13.04 will be modified to include cargo containers as a permitted accessory use within the Industrial District.

Article 14, Section 14.07 – ACCESSORY BUILDING PROVISIONS

The following subsections in Section 14.07 will be amended as follows:

- A. A. Residential accessory building or structures having two-hundred (200) square feet or less of internal floor area, which is used for any purpose other than the housing of humans, but is primarily to be use for the housing of non-human purpose such as pets, yard equipment, yard maintenance supplies, tools, toys, including motorized or non-motorized bicycles and types of household equipment, and which structures do not have to meet the requirements of the Livingston County Construction Code and will not be built on a structural foundation as required in the Construction Code for other types of buildings, shall still adhere to the requirements of this section including the need for zoning permits and payment of fees required under other provisions of this Ordinance including the requirements in subsection B. below.

B. Detached accessory buildings and structures shall be located entirely in the rear yard outside of the side and rear setback with the following exceptions:

1. Said building or structure is being constructed pursuant to a Special Use Permit, and in that case, the Township Board after receiving the recommendation of the Planning Commission may authorize the location of the accessory building in any required yard.
2. For accessory buildings or structures to a residential use, if the primary residence is situated in the rear portion of a parcel over 2 acres, an accessory buildings or structure may be in the front yard if it:
 - a. Is setback at least 100 feet from the edge of the road right-of-way.
 - b. Meets the required side yard setback.
 - c. Is designed to be architecturally compatible with the principal building or structure, or screening that provides 80% opacity is provided between the buildings or structure and immediately adjacent neighboring properties and the road.
 - d. Has a roof overhang or eave of not less than twelve (12) inches on all sides, or alternatively with windowsills or roof drainage systems concentrating roof drainage at collection points along the sides of the building or structure.
 - e. In no instance shall an accessory building or structure be located within a dedicated easement right-of-way

C. Accessory buildings located on lots and parcels in all Zoning Districts shall be subject to the following regulations:

Lot or Parcel Area Regulation	Regulation	Maximum Square Footage
12,000 sq. ft. to 0.9 acre	4% of lot area	800 sq. ft.
1 acre to 1.9 acres	4% of lot area	2000 sq. ft.
2 acre to under 19.9 acres	4% of lot area, except that commercial agricultural farm operations shall be excluded from this regulation	3000 sq. ft.
20 acres and above	Subject to Max Lot Coverage	No limit

D. No detached accessory building – shall be located closer than ten (10) feet to any main building.

E. No detached accessory building in AR, SFR, MFR, NSC, OS Districts shall exceed one (1) story or twenty (20) feet in height. Accessory buildings in all other districts may be constructed to

equal the permitted maximum height of structures in said districts. Height shall be measured in accordance with Article II Definition 24.

- F. When accessory buildings or structures are located on a corner lot, they shall not be located in any front yard or side yard, unless it is determined by the Zoning Administrator that there is insufficient rear yard in which to locate them, in which case they may be permitted in the side yard so long as the following criteria are met:
1. Insufficient rear yard shall mean there are natural features such as steep slopes, wetlands or that the location of a well or septic field would preclude the placement of such accessory building or structure.
 2. Front Yard: The accessory building or structure shall not encroach into the front yard.
 3. Side Yard Setback: The accessory building or structure shall not encroach into the required side yard setback.
 4. Height Limitation: The height of the building or structure must not exceed 15 feet when located in the front or side yard.
 5. Sight Lines at Intersections: The accessory building or structure must not fall within a 15-foot visibility triangle at the corner of the lot.
- G. In no instance shall an accessory building be allowed until there is a principal building or structure located on the lot or parcel of land.
- H. No accessory building or structure shall be used as a dwelling, lodging or sleeping quarters for human beings, except as otherwise permitted in this Ordinance.
- I. Additional standards for Cargo Containers to be used as an accessory building or structure to a residential use.
1. Containers shall not be stacked above the height of a single container.
 2. The exterior appearance of all cargo containers shall be maintained in a clean and structurally sound condition, free from any visible rust, corrosion, holes, or other signs of deterioration that could compromise the container's appearance or structural integrity.
 3. No writing, advertising, or graphics are permitted on the exterior of the container.
 4. Cargo containers shall be completely screened from view of abutting properties and/or rights-of-ways by a fence or vegetative screening that meets the requirements of Section 14.26 Fences and 28.03 Specific Landscaping Requirements for Zoning Districts.
 5. Cargo containers shall be subject to the requirements for Intermodal Shipping Containers in the International Building Code.
 6. No plumbing or electricity may be connected to a cargo container.
 7. No livestock or pets may be housed in a cargo container.
 8. Cargo containers shall not be used to store hazardous materials, as defined by the Michigan Fire Prevention Code, 1941 PA 107, MCL 29.1 et seq.
 9. A cargo container shall not be permitted in the front yard of a residential parcel.

10. No more than one cargo container is permitted per acre, with a maximum of two containers per parcel. This limit does not apply to containers located in the Agricultural Residential Zoning District when they are used in a manner consistent with Generally Accepted Management Practices under the Michigan Right to Farm Act.

Article 14, Section 14.20 – TEMPORARY BUILDINGS AND STRUCTURES

Subsection 14.20 will be amended with the following addition to include portable storage container provisions:

Temporary buildings and structures are permitted during the period of construction, and sales involving change of ownership or rental occupancy. Such buildings, and structures shall be removed upon completion or abandonment of construction, sale or rental activities and prior to occupancy and use of the building or structure for permitted uses. Also refer to Sections 14.28 and 16.09 for permits to park or use mobile homes on a temporary basis.

Also, refer to Sections 14.25 and 14.28.

- A. Portable Storage Container may be permitted as a temporary building or structure subject to the following conditions:
 1. No portable storage container may be stacked on top of another or any other object.
 2. No electricity or plumbing may be connected to a portable storage container.
 3. Portable storage containers must be placed on a driveway, gravel or paved area.
 4. No portable storage container shall be used for living quarters.
 5. No livestock or pets may be stored in a portable storage container.
 6. Portable storage containers may be placed on a vacant lot only if that lot is associated with an approved building construction project.
 7. Portable storage containers shall not be used to store hazardous materials, as defined by the Michigan Fire Prevention Code, 1941 PA 107, MCL 29.1 et seq.
 8. No portion of a portable storage container shall be placed in a location which may cause hazardous conditions or constitute a threat to public safety.
 9. Portable storage containers in non-residential districts or which are associated with a non-residential use shall not occupy required off-street parking, loading or landscaping areas.
 10. The Zoning Administrator may issue a temporary permit for a Portable Storage Container for a period not to exceed 3-months in a single calendar year. A 1-month extension can be requested up to 3 times upon demonstration of need.

SECTION 2. REPEAL: This Ordinance hereby repeals any ordinances in conflict herewith.

SECTION 3. SEVERABILITY: The various parts, sections and clauses of this Ordinance are declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected.

SECTION 4. SAVINGS CLAUSE: That nothing in this Ordinance hereby adopted be construed to affect any just or legal right or remedy of any character nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this Ordinance.

SECTION 5. PUBLICATION AND EFFECTIVE DATE: This Ordinance is hereby declared to have been adopted by the Howell Township Board at a meeting thereof duly called and held on the ____ day of _____, 2025, was ordered to be given publication in the manner required by law, and was ordered to be given effect as mandated by statute.

YEAS: _____

NAYS: _____

ABSENT/ABSTAIN: _____

HOWELL TOWNSHIP:

BY: _____

Sue Daus, Clerk

ADOPTED: _____

PUBLISHED: _____

EFFECTIVE: _____

CERTIFICATION

I, Susan Daus, the Clerk of Howell Township, Livingston County, Michigan, do hereby certify that the foregoing is a true and complete copy of Ordinance No. 291, adopted by the Howell Township Board at a regular meeting held on _____, 2025.

The following members of the Township Board were present at that meeting:

The Ordinance was adopted by the Township Board with _____ members of the Board voting in favor and _____ members voting in opposition. Notice of adoption and publication of the Ordinance was published in the _____ on _____, 2025. The Ordinance shall be effective on _____, 2025, seven (7) days after publication.

By: _____
Susan Daus, Township Clerk

8C

LIVINGSTON COUNTY ROAD COMMISSION

3535 Grand Oaks Drive • Howell, MI 48843-8575

(517) 546-4250 • Fax (517) 546-9628

www.LivingstonRoads.org



March 7, 2025

Mr. Mike Coddington
Howell Township
3525 Byron Road
Howell, MI 48855

Re: Fleming Road Rehabilitation Estimate

Dear Mr. Coddington,

The following is a road rehabilitation estimate for Fleming Road from Grand River Avenue to the End of Pavement, per your request:

The above-mentioned 0.30 miles of roadway appears to be in poor condition, rating as 1 out of 10 on the Pavement Surface Evaluation and Rating scale (PASER). The Livingston County Road Commission Engineering staff recommends this road be rehabilitated utilizing the following method:

- 4.0" Mill and Resurface
- Subgrade undercutting and base improvements, as necessary
- Curb and Gutter replacement, as necessary
- Drainage structure repair and replacement, as necessary

The proposed cost of this project is **\$170,000** altogether with the necessary related work. The above price is based on anticipated contract prices for our 2025 Pavement Preservation Program (PPP) and is subject to change.

If you have any questions or concerns, please contact me.

Sincerely,

Garrett J. Olson, P.E.
Director of Engineering

8D

**STATE OF MICHIGAN
IN THE 44TH CIRCUIT COURT FOR THE COUNTY OF LIVINGSTON**

HOWELL-MASON, LLC,
a Michigan Limited Liability Company,

Plaintiff,

Case No. 24-32242-CZ

v

HON. MATTHEW J. McGIVNEY

HOWELL TOWNSHIP,
a Michigan General Law Township,

Defendant.

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Jeffrey D. Alber (P76530)
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DEFENDANT'S MOTION TO COMPEL

Defendant Howell Township (the "Township"), by and through its attorneys, Fahey Schultz Burzych Rhodes PLC, hereby moves this Honorable Court pursuant to MCR 2.313 for an order compelling Plaintiff Howell-Mason, LLC ("Howell-Mason") to: (1) provide full and complete answers to the Township's Interrogatories; (2) produce all documents responsive to the Township's

Requests for Production; (3) make Howell-Mason's representative and expert witness available for depositions within seven days or permit the Township to engage in further discovery as necessary; and (4) award the Township its reasonable expenses incurred in bringing this motion, including attorney fees.

This motion is based on Howell-Mason's failure to provide substantive responses to the Township's discovery requests served on January 30, 2025, its refusal to produce any documents whatsoever in response to the Township's Requests for Production, and its deliberate delay in scheduling depositions until after the April 1, 2025 discovery cutoff, as more fully set forth in the accompanying brief. The undersigned certifies that counsel has made multiple good-faith attempts to resolve these discovery disputes without court intervention, as documented in the accompanying brief and exhibits.

Respectfully submitted,

Fahey Schultz Burzych Rhodes PLC
Attorneys for Defendant

Dated: March 26, 2025

By: _____

Christopher S. Patterson (P74350)
Eric P. Conn (P64500)
Wayne Beyea (P73961)
David J. Szymanski, Jr. (P86525)
4151 Okemos Rd.
Okemos, MI 48864
(517) 381-0100

**STATE OF MICHIGAN
IN THE 44TH CIRCUIT COURT FOR THE COUNTY OF LIVINGSTON**

HOWELL-MASON, LLC,
a Michigan Limited Liability Company,

Plaintiff,

Case No. 24-32242-CZ

v

HON. MATTHEW J. McGIVNEY

HOWELL TOWNSHIP,
a Michigan General Law Township,

Defendant.

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Jeffrey D. Alber (P76530)
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BRIEF IN SUPPORT OF DEFENDANT'S MOTION TO COMPEL

INTRODUCTION

A party cannot file a lawsuit and then refuse to provide the information needed to resolve it. Yet this is precisely what Howell-Mason has done. After initiating this lawsuit, placing its property and business interests directly at issue, and pursuing its own discovery, Howell-Mason

has erected a wall of objections in response to basic discovery requests—producing no documents, providing no substantive or proper interrogatory responses, and strategically postponing key depositions until after discovery closes. This motion does not bring before this Court a dispute over discovery's peripheral details, but rather Howell-Mason's comprehensive refusal to participate in the basic discovery exchange that our civil justice system requires. The Township has made repeated, documented attempts to resolve these issues without Court intervention, offering reasonable accommodations and compromises. These efforts have been ignored without substantive explanation. This Court's intervention is not merely warranted—it has become essential to preserve the integrity of the discovery process that this Court specifically contemplated when allowing Howell-Mason's claims to proceed to this stage.

FACTUAL BACKGROUND

On September 23, 2024, a Stipulated Scheduling Order was entered following this Court's opinion in *Howell-Mason, LLC v Howell Township*, Case No 2024-350-AA. The Stipulated Scheduling Order established the parties would have until April 1, 2025, to conduct discovery—which meant more than six months of discovery was provided.

On November 12, 2024, the Township moved to dismiss all claims as a matter of law under MCR 2.116(C)(7) and (8) because it felt factual development of the claims would be futile. After the Court's ruling, Howell-Mason did not immediately engage in discovery; instead, it waited until December to notice three depositions of non-party witnesses: the Executive Director of M.H.O.G. and various State officials.¹

¹ Although not the focus of this motion, the Township notes Howell-Mason took the deposition of the Executive Director of M.H.O.G. but cancelled the depositions of the State officials on the eve of those depositions without justification. Despite having ample time to engage in discovery, all Howell-Mason has done to this point is take one deposition and request several documents from M.H.O.G. and its consultant.

On January 16, 2025, this Court dismissed two counts brought by Howell-Mason but allowed the other claims to proceed forward through discovery, dismissing the Township's arguments without prejudice. (Exhibit A, Transcript Hearing on Township's Motion for Summary Disposition (the Court said that "it cannot be said that further discovery would not stand a fair chance of uncovering factual support for plaintiff's claims in this case....")). Understanding this Court felt discovery was necessary to uncover the legitimacy of Howell-Mason's remaining claims, the Township immediately began pursuing discovery before the April 1, 2025, stipulated deadline.

On January 30, the Township served interrogatories, requests to admit, and requests for production on Howell-Mason. (Exhibit B – Township's Interrogatories, Exhibit C – Township's Requests to Produce, and Exhibit D – Township's Requests to Admit). These discovery requests were directly related to the remaining claims in the litigation, seeking information about Howell-Mason's alleged investment in the Property, claimed damages, communications regarding the project, and documentation supporting the constitutional claims. On February 11, 2025, counsel for Howell-Mason requested a 30-day extension to respond to the Township's discovery requests. The Township responded promptly noting that the discovery cutoff was April 1, 2025, and that a 30-day extension would place responses at the close of discovery. The Township proposed a reasonable compromise, offering an extension until March 14, 2025, on the condition that Howell-Mason would make two witnesses—Todd Lekander II and Paul LeBlanc—available for depositions between March 14 and the discovery cutoff date of April 1, 2025 (Exhibit E – February 18, 2025 Email Thread re Extension). The Township specifically requested dates for these key depositions so that it could complete all of its discovery by the April 1, 2025, stipulated deadline. Howell-Mason ignored the response from the Township.

On February 28, 2025, the Township again reached out requesting dates for the depositions and seeking confirmation that Howell-Mason would respond to the written discovery responses by the proposed March 14, 2025 deadline (Exhibit F- February 28, 2025 Email Thread re Update). No response, again. With the April 1, 2025, stipulated deadline pending, the Township served formal notices of depositions duces tecum for Howell-Mason, LLC and its expert witness Paul LeBlanc on March 5, 2025, scheduling them for March 20, 2025, and March 27, 2025, respectively. Only after these formal notices did Howell-Mason finally respond on March 6, 2025, vaguely stating they were "contacting everyone for availability" and would "circle back as soon as we have more information," while also suggesting extending the discovery deadline without any reason offered (Exhibit G – March 6, 2025 Email Thread re Availability). The Township again requested dates for the depositions and clarification whether Howell-Mason would provide discovery responses by March 14, 2025 (Exhibit H – March 10, 2025 Email re Clarification).

On March 10, 2025, Howell-Mason finally provided dates for Paul LeBlanc's deposition, but only offered dates that fell after the close of discovery (specifically, April 11, 14, and 21, 2025), while indicating they would provide dates for Mr. Lekander "this week." The Township responded immediately, expressing confusion as to why the deposition for Mr. LeBlanc could not be scheduled before the close of discovery, especially given that more than a month's notice had been provided (Exhibit I – March 10, 2025 Email Thread re Mr. LeBlanc). The Township offered to stipulate to an April 21, 2025, deposition date for Mr. LeBlanc (outside the discovery period) while maintaining the discovery cutoff date. The Township again requested responses to its interrogatories and requests for production, explicitly stating its preference to avoid a motion to compel.

Two days later, on March 12, 2025, Howell-Mason finally provided a single date for Mr. Lekander's deposition: May 5, 2025, more than a month after the discovery cutoff. (Exhibit J – Email – March 12, 2025 Email re Lekander). This pattern of delay continued when Howell-Mason served responses to the Township's discovery requests on March 14, 2025.(Exhibit L – Howell Mason's Response to Requests for Production, Exhibit M – Howell Mason's Response to Interrogatories). The responses were two weeks late and wholly inadequate, consisting primarily of improper blanket objections to the Township's interrogatories and outright refusals to produce any documents in response to the requests for production. At that point in time, the Township had been stonewalled in the discovery this Court said was required: Howell-Mason was not willing to produce any of its witnesses for depositions within the discovery window and did not receive a single document or proper interrogatory response.

The Township made a final good faith attempt to resolve these discovery disputes without Court intervention on March 17, 2025. In a detailed email, the Township explained why Howell-Mason's objections to producing documents were without merit, noting that the requested documents were "plainly relevant—if not essential—to the core claims remaining in this litigation." (Exhibit K – March 17, 2025 Email Thread re Explanation). The Township offered to enter into a protective order if there were legitimate confidentiality concerns and requested a privilege log for any claimed attorney-client privileged documents. The Township also explained that Howell-Mason's interrogatory responses were incomplete and evasive, merely referencing other legal filings rather than providing substantive answers under oath as required by the Michigan Court Rules. The Township requested complete responses by March 18, 2025 at 3:00 p.m. That same day, the Township sent a separate email regarding the depositions, noting that Howell-Mason was "offering a date of availability well after the close of discovery" for both

depositions (Exhibit N - March 17, 2025 Email Thread re Discovery Deadline). The Township proposed a stipulation to allow the depositions to proceed on mutually agreeable dates outside the discovery window, while indicating that May 5, 2025, would not work for Mr. Lekander's deposition. The Township requested alternative dates and advised that if no response was received by March 18, 2025 at 3:00 p.m., it would need to move to compel the depositions. Despite there being no response to these good-faith attempts, counsel for the Township attempted to call counsel for Howell-Mason. Those calls were not returned.

ARGUMENT

I. Howell-Mason's responses to Howell Township's Interrogatories plainly violate the Michigan Court Rules and warrant an order compelling full and complete answers under oath.

MCR 2.309 governs interrogatories. The scope of permissible discovery under MCR 2.302(B)(1) includes "any non-privileged matter that is relevant to any party's claims or defenses and proportional to the needs of the case." A party must answer interrogatories with the information that is available to it or that could be obtained by it through reasonable inquiry. MCR 2.309(B)(1). As for the scope of available information, MCR 2.302(B)(1) broadly allows for discovery of non-privileged and otherwise relevant information. Of course, "information within the scope of discovery need not be admissible in evidence to be discoverable." MCR 2.302(B)(1). And the factors a court may consider in determining whether discovery requests are proportional to the needs of the case include "whether the burden or expense of the proposed discovery outweighs its likely benefit, the complexity of the case, the importance of the issues at stake in the action, the amount in controversy, and the parties' resources and access to relevant information." MCR 2.302(B)(1).

Howell-Mason has systematically violated these fundamental discovery requirements by providing non-responsive, evasive, and incomplete answers to Defendant's interrogatories. (Exhibit M). In fact, Howell-Mason's approach can hardly be characterized as "answers" at all. Howell-Mason largely provided generic references to legal filings and made boilerplate objections based on unsubstantiated proprietary and confidential grounds without explaining the basis for such claims and without seeking a protective order to avoid their production.

The most egregious examples of Howell-Mason's discovery violations appear in Interrogatory Nos. 1, 2, 3, 4, 5, 9, 12 and 15 where Howell-Mason merely directs Defendant to "see complaint, appeal, and all subsequent briefs" or something similar thereto. Such responses are patently insufficient under the Michigan Court Rules: a reference to pleadings is not a substitute for providing specific, responsive answers under oath as required by MCR 2.309(B)(1). Interrogatories serve a distinct purpose from pleadings—they seek specific information beyond the general allegations in a complaint.

There is also a striking irony evident in Howell-Mason's responses pointing to its complaint. The Court will likely recall that when facing the Township's dispositive motion under MCR 2.116(C)(8) for a failure to state a claim, Howell-Mason argued that its minimal allegations were sufficient because Michigan is a notice pleading state where the primary function is simply to give notice of the claim's nature. The Court agreed with this position while noting that the claims were in fact quite vague:

After review of the first amended complaint, the court finds that the plaintiff has adequately applied all basic elements of counts one, two, three, five, six, and nine. **The factual allegations are, in some counts such as three and five, thin on the ground and largely conclusory.** But Michigan is a notice pleading [state]. [Exhibit A (emphasis supplied)]

Yet now, when the Township attempts to obtain the specific details underlying those same allegations through proper discovery channels, Howell-Mason refuses to provide them, repeatedly directing the Township back to the very same pleadings this Court characterized as providing only basic notice. While notice pleading may permit generalized allegations at the complaint stage, the discovery process exists precisely to fill in those gaps and provide the specific factual details supporting those allegations. Howell-Mason cannot refuse to provide the substantive details requested through proper discovery. This approach, if permitted, would effectively transform litigation from a truth-seeking process into a trial by ambush, where Howell-Mason reveals the actual basis for its claims only at trial, depriving Defendant of the fair opportunity to prepare its defense that discovery is designed to provide. Absurd.

Other issues exist as well. For example, in response to Interrogatory No. 8 regarding damages resulting from the alleged regulatory taking, Howell-Mason responded "damages are ongoing which is part of trial preparation not yet complaint [sic]. Will supplement according to court rules." This answer evades the question entirely. The problem is that even if damages calculations are not yet complete, Howell-Mason has a duty to provide whatever information it currently possesses in support of its claimed damages. The promise to "supplement according to court rules" does not excuse the failure to provide available information now.

Howell-Mason also repeatedly lodged improper conclusory objections to other interrogatories, never providing a legitimate basis for withholding the information. For instance, in response to Interrogatory No. 6 regarding Howell-Mason's total investment in the Property, Howell-Mason objected: "Objection as information sought is proprietary and confidential. Irrelevant not proportionate to needs of case." The same type of objection was made with respect to Interrogatories Nos. 6, 7, 11, and 16. These types of blanket, boilerplate objections fail to explain

why information about Howell-Mason's investment is "proprietary and confidential" and/or "privileged." The answers also fail to explain why the requests are not proportionate to the needs of the case—particularly when Howell-Mason has asserted claims for regulatory taking and unjust enrichment that directly place the value of the Property and Howell-Mason's investment at issue. Of course, it is highly relevant to know what types of gas stations and other properties Howell-Mason owns elsewhere to determine the potential profitability of the disputed Property. Similarly, to prepare a defense, the Township needs to understand when, how, and why Howell-Mason made investments in its Property it knew could never be a gas station.

The obvious deficiencies in Howell-Mason's interrogatory responses are not minor or technical—they are fundamental failures that strike at the heart of the discovery process. Despite the Township's good-faith efforts to resolve these issues without Court intervention, Howell-Mason has maintained its position and refused to provide proper responses or further explain what legitimate objections may exist. Under these circumstances, an order compelling Howell-Mason to provide full and complete responses under oath is not just warranted—it is necessary to preserve the integrity of the discovery process.

II. Howell-Mason's blanket refusal to produce a single document in response to the Township's Requests for Production plainly violate Michigan Court Rules and warrant an order compelling the production of all documents.

MCR 2.310 governs requests for production of documents. Under MCR 2.310, a party may request production of documents within the scope of discovery defined by MCR 2.302(B)(1), which broadly allows for discovery of non-privileged and otherwise relevant information. Notably, "information within the scope of discovery need not be admissible in evidence to be discoverable." MCR 2.302(B)(1). The factors a court may consider in determining whether discovery requests are proportional to the needs of the case include "whether the burden or expense of the proposed

discovery outweighs its likely benefit, the complexity of the case, the importance of the issues at stake in the action, the amount in controversy, and the parties' resources and access to relevant information." MCR 2.302(B)(1).

Howell-Mason's approach to the Township's Requests for production has been even more obstructive than its handling of interrogatories. Despite the intentional specificity of the Township's requests, Howell-Mason did not produce a single document. This wholesale refusal to produce any documents whatsoever is contrary to the letter and spirit of the Michigan Court Rules governing discovery.

The most glaring example of Howell-Mason's obstruction appears in its responses to requests for production Nos. 1-3, which sought title work, due diligence documents, purchase agreements, and development costs for the Property, among other documents. These documents are unquestionably relevant to Howell-Mason's regulatory taking claim (as well as nearly every other claim) that alleges that Howell-Mason has "invested over a million dollars" in the Property and has suffered "millions of dollars in revenue" losses. Complaint, ¶¶ 87-88. Yet Howell-Mason responded with a boilerplate objection that the information is "irrelevant," "not proportionate to the needs of the case," and "proprietary and confidential." This objection strains credulity. **How can documents establishing Howell-Mason's actual investment in the Property be irrelevant to a claim that seeks compensation for that very investment?** Howell-Mason cannot on one hand assert damages based on its alleged investment and on the other hand refuse to produce the very documents that would establish the extent of that investment.

The same issues exist with requests for production Nos. 5-8, which seek communications and property information directly relevant to Howell-Mason's knowledge of zoning restrictions, regulatory taking claims, and equal protection arguments. Howell-Mason refused these requests

with boilerplate objections of "irrelevant," "proprietary," and "burdensome" without explaining how documents central to its own claims could be irrelevant or why confidentiality concerns couldn't be addressed through a protective order. MCR 2.302(C) (plainly providing that the burden is on the party from whom discovery is sought to seek a protective order). Similarly, Howell-Mason refused requests for production Nos. 9-10 seeking expert materials from its own identified expert witness Paul LeBlanc—standard discovery expressly contemplated by MCR 2.302(B)(4) and essential for the Township's trial preparation.

Last, consider Request for Production No. 11 that sought damage documentation supporting Howell-Mason's claims. Howell-Mason's response that "damages are ongoing" and "calculation is part of trial preparation" improperly shields crucial financial information the Township needs to evaluate the case and prepare defenses. The ongoing nature of damages does not excuse withholding existing documentation of investments and losses already claimed in the complaint.

In essence, Howell-Mason has erected an impenetrable wall around every category of documents relevant to this lawsuit while offering only vague, conclusory objections. Howell-Mason's refusal to produce even a single document in response to legitimate discovery requests is not merely technical non-compliance—it is a fundamental subversion of the discovery process. Without these documents, the Township cannot adequately prepare its defense or evaluate Howell-Mason's claims. The Court should therefore compel Howell-Mason to produce all responsive documents without further delay.

III. Howell-Mason's deliberate strategy to push critical depositions well beyond discovery deadlines violates the Stipulated Scheduling Order and warrants an order compelling discovery and allowing the Township to engage in further discovery as necessary.

MCR 2.306 governs depositions and expressly permits parties to depose both opposing parties and their experts. Under MCR 2.306(A)(1), "after commencement of the action, a party may take the testimony of a party by deposition on oral examination," and MCR 2.306(B)(3) specifically allows for depositions of organizational representatives who can testify on matters "known or reasonably available to the organization." For experts, MCR 2.302(B)(4) provides for their examination through deposition with reasonable compensation. All depositions require "reasonable notice in writing" to every party.

Against this backdrop, the Township made diligent efforts to schedule the depositions of Howell-Mason, LLC, and its expert witness Paul LeBlanc within the April 1, 2025, stipulated discovery deadline, but the Township's efforts to schedule these depositions were met with a pattern of delay and obstruction by Howell-Mason, and the following timeline of events demonstrates Howell-Mason's deliberate strategy to push these critical depositions beyond the discovery cutoff date:

- On February 18, 2025, the Township requested deposition dates for Todd Lekander II and Paul LeBlanc. (Exhibit E)
- Despite follow-up requests on February 28 and March 5, Howell-Mason provided no dates. (Exhibit G)
- On March 5, 2025, the Township served formal deposition notices for March 20 and 27. (Exhibit G)
- Only then did Howell-Mason respond, offering only post-discovery dates for LeBlanc (April 11, 14, and 21). (Exhibit I)
- On March 12, Howell-Mason offered May 5—more than a month after discovery closes—for Lekander's deposition. (Exhibit J)

Remarkably, Howell-Mason offered no justification for failing to produce witnesses within the discovery period despite having nearly two months to arrange availability.

The expert witness deposition contemplated under MCR 2.302(B)(4) and the corporate representative deposition under MCR 2.306(B)(3) are critical discovery tools that cannot be effectively conducted after discovery closes, especially given the complex factual assertions in this case regarding regulatory takings, open meetings violations, and constitutional claims.

The point is that the Township made every reasonable effort to schedule these depositions—requesting dates, following up multiple times, serving formal notices, and even offering to stipulate to post-discovery depositions while maintaining the overall cutoff. Now it is necessary for this Court to provide relief to the Township because the alternative path of permitting such dilatory tactics would render scheduling orders meaningless. The Court should compel these witnesses' appearances as soon as required and permit the Township—and only the Township—to engage in further discovery if necessary after these depositions are taken.²

IV. The Township is entitled to reasonable expenses and attorney fees under MCR 2.313(A)(5)(a) because Howell-Mason's discovery obstruction is unjustified and occurred despite good-faith resolution attempts.

MCR 2.313(A)(5)(a) provides that when a motion to compel discovery is granted, the court may require the non-complying party to pay the moving party's reasonable expenses, including attorney fees. The rule states that the court should award these expenses unless: (1) the moving party filed the motion before attempting in good faith to obtain discovery without court action, (2)

² To the extent that these depositions have occurred as of the hearing date of this motion, the Township's request to be permitted to engage in further discovery will remain ripe for adjudication provided Howell-Mason's refusal to allow these depositions to proceed before the April 1, 2025, stipulated deadline. However, under no circumstances does the Township believe it is appropriate for Howell-Mason to engage in further discovery given what can only be accurately described as intentional delay tactics.

the opposition to the motion was substantially justified, or (3) other circumstances make an award of expenses unjust. In this case, none of these exceptions apply.

The Township has demonstrated extensive good-faith efforts to resolve these issues without court intervention through multiple communications and compromise offers. (Exhibits E-K, and N). Howell-Mason's blanket objections and complete refusal to produce any documents lack substantial justification, particularly given the clearly relevant nature of the discovery sought and this Court's express recognition that discovery is necessary in this case. Finally, there are no special circumstances that would make an award unjust—to the contrary, failing to award expenses would effectively reward Howell-Mason's strategy of obstruction and delay, undermining both this Court's scheduling order and the fundamental purpose of discovery to "promote the discovery of the true facts and circumstances of a controversy, rather than aid in their concealment." *Domako v Rowe*, 438 Mich 347, 361 (1991) (citations omitted).

CONCLUSION AND RELIEF REQUESTED

Often times discovery disputes present close questions requiring careful judicial balancing. This is not such a case. Howell-Mason's wholesale refusal to provide proper interrogatory responses, produce a single document, or make witnesses available within the discovery period represents a clear-cut violation of fundamental obligations under the Michigan Court Rules. Permitting such conduct without consequence would signal that scheduling orders and discovery rules are mere suggestions rather than binding obligations, undermining judicial efficiency and fairness.

The Township respectfully requests this Court enter an order compelling Howell-Mason to provide full and complete interrogatory answers and produce any and all responsive documents within seven days, make its witnesses available for deposition within seven days, permit the

Township to engage in further discovery as necessary, award the Township its reasonable expenses incurred in bringing this motion, including attorney fees, and grant such other relief as the Court deems just and proper to remedy these clear discovery violations and ensure the efficient progress of this litigation.

Respectfully submitted,

Fahey Schultz Burzych Rhodes PLC
Attorneys for Defendant

Dated: March 26, 2025

By: _____



Christopher S. Patterson (P74350)
Eric P. Conn (P64500)
Wayne Beyea (P73961)
David J. Szymanski, Jr. (P86525)
4151 Okemos Rd.
Okemos, MI 48864
(517) 381-0100

9A

Howell Township: Prospective Projects
Howell Township, Michigan
Feasibility Study for Planning Purposes
April 8, 2025



Description	Low - Mid Level Cost Range	
Renovation & Small Addition to Hall - Historical Database Extrapolation:		
Interior Renovation - Assumes +/- 4,500 SF	\$ 193,500	- \$ 270,000
1,500 SF to 2,000 SF Addition	750,000	- 1,000,000
Commercial Style Kitchen Allowance	75,000	125,000
Façade Enhancement Allowance (If Necessary)	19,500	- 97,500
Security Upgrade Allowance	25,000	- 75,000
Subtotal Cost:	\$ 1,063,000	- \$ 1,567,500
Future Inflation & Design / Planning Contingency - 10%:	106,300	- 156,650
Suggest Range for Planning:	\$ 1,169,300	- \$ 1,724,150

Description	Low - Mid Level Cost Range	
<i>New Build to Suit Facility:</i>		
Community Center Concept - Approximately 44,000 SF:	\$ 6,380,000	\$ 6,996,000

Key Notes:

Cost have been provided for planning purposes & will be reconciled upon completion of design & scope of work.
Fixtures, Furniture, Equipment & Low Voltage Systems are assumed to be by owner.

This Schafer Construction Planning Summary has been created from over 28-years of historical data, current commodity rates, and regional labor costs.

This Planning Summary is proprietary information and is the property of Schafer Construction and our Clients.

Hello Marnie,

You are very welcome.

Putting some rough numbers together I am coming in at \$193,398. I did not include any fire alarm work, fire suppression, or architectural drawings we will need, that cost would be in addition to this figure.

I figured demo, all new glue down Nylon carpet squares, fully updating both bathrooms. Framing, drywall and electrical for new offices/rooms. All new base trim, painting the walls, ceiling, new base trim, and the 8 doors and jambs we discussed. I also included \$10K for the bullet proof front desk/counter. Plumbing fixtures I have \$4K and the flooring allowance is \$26,565. You can get a polyester carpet but it will wear faster than the nylon, the difference is about \$1.50/Sq'

Until we have a set of plans with a definitive scope for the project it is tough to put an accurate number together, but I am fairly confident we will be right around the \$200K mark.

Thank you for the opportunity to bid this project, let me know if you have any questions. Have a great day.

9B



INVOICE NO. 191022

3/3/2025

RENEWAL

ROCKET ENTERPRISE INC.

30660 RYAN ROAD • WARREN, MI. 48092
(586) 751-7600 • FAX (586) 751-7636

ACCT NO: 00002366
FS ACCT NO: 00003539

HOWELL TOWNSHIP
3525 BYRON ROAD
HOWELL, MI 48855-7751

HOWELL TOWNSHIP
3525 BYRON ROAD
HOWELL, MI 48855-7751

ATTN: ACCOUNTS PAYABLE
PHONE: (517) 546-2817 FAX: (517) 546-1483

ATTN: JOHNATHAN HOHENSTEIN, EXT 103
PHONE: (517) 546-2817 FAX: (517) 546-1483

SERVICE PERIOD: MARCH 2025 THRU FEBRUARY 2026
STATUS **FS-R** TERMS: NET 30
PO NUMBER:

RED: 0 WHITE: 0 BLUE: 321
TAX STATUS: EXEMPT
TAX EXEMPT ID:

QTY	DESCRIPTION	TC	TA	EACH	EXTENSION
1	5 X 8 USA ANNUAL FLAG SERVICE	NT	0.00	285.00	\$285.00
1	3 X 5 STATE OF MICHIGAN ANNUAL FLAG SERVICE	NT	0.00	150.00	\$150.00

*** WE ACCEPT ALL MAJOR CREDIT CARDS ***

**PLEASE SEE REVERSE SIDE FOR CONDITIONS OF
SALE, WARRANTY AND FLAG SERVICE
INFORMATION TO BE UNDERSTOOD AS PART OF
THIS SALE.**

Sub Total: \$435.00
Tax: \$0.00
Total: **\$435.00**

**THANK YOU, WE ARE PROUD TO BE A PART OF YOUR
PATRIOTIC FLAG FLYING TRADITION!**

Customer Copy

www.rocketenterprise.com
Please See Reverse For Warranty Information

9C



March 12, 2025

Jonathan Hohenstein
Township Treasurer
Howell Township
3525 Byron Rd
Howell, MI 48855

RE: Heritage Square Planned Unit Development – REU Allocation

Good afternoon, Jonathan,

Pursuant to the requirements of the Howell Township REU Split Policy adopted October 10, 2011, Resolution #10.11.296, we hereby request the Township Board's consideration of allowing the 569 sanitary sewer REU's that are currently allocated to the Heritage Square PUD to be split between the pending property split in accordance with the following schedule:

- Parcel 1 (Single-Family Residential Phase 1): 48 REU's
- Parcel 2 (Single-Family Residential Phase 2): 57 REU's
- Parcel 3 (Single-Family Residential Phase 3): 71 REU's
- Parcel 4 (Multi-Family Residential): 393 REU's

Exhibits attached for your review and consideration:

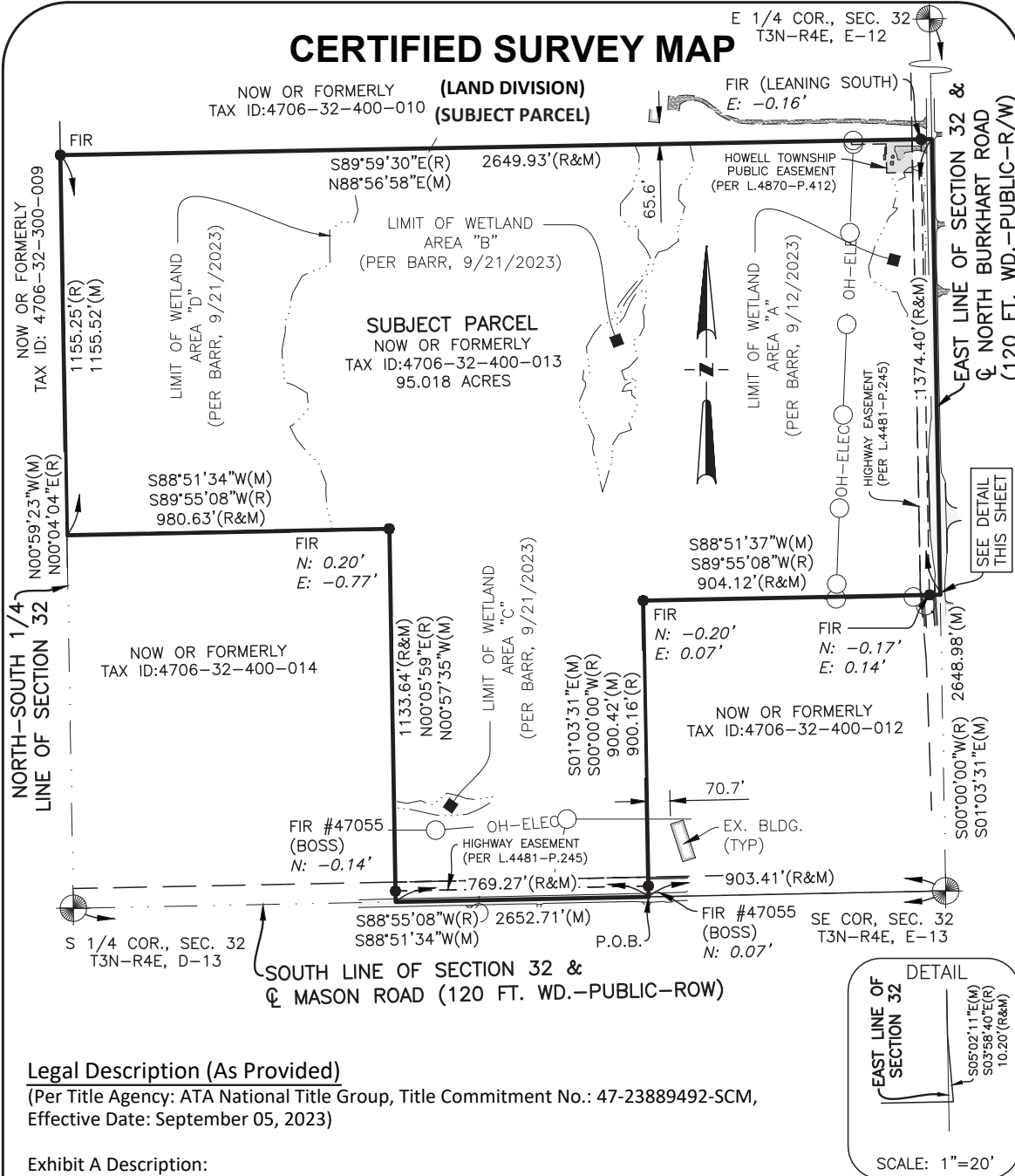
- Township REU Split Policy
- Current Overall Parcel Exhibit
- Proposed Parcel Split Exhibit
- Proposed Parcel Split Overlay Exhibit

Respectfully,

David Straub
M/I Homes of Michigan LLC
40950 Woodward Avenue, Suite 203
Bloomfield Hills, MI 48304

P: (248)- 303-0455
E: dstraub@mihomes.com

CERTIFIED SURVEY MAP



SURVEY NOT VALID
WITHOUT SIGNATURE
& SEAL ON PAGE 1

INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS



298 VETERANS DRIVE
FOWLerville,
MICHIGAN 48836
(OFFICE) 517-223-3512
monumentengineering.com

SERVICE DISABLED VETERAN OWNED
SMALL BUSINESS (SDVOSB)

LAST REVISION:

DATE: 2/28/2025

SCALE: 1"=400' SHEET: 2 of 11

FILE : 21-075_MF-LD

CLIENT: **BURKHART MASON
COMMUNITY, LLC**

SE 1/4, SEC 32, T3N-R4E, HOWELL TWP.

(M) - Measured Dist. (R) - Recorded Dist.
 ● MON - Found Concrete Monument
 ● FIR/P - Found Iron Rod/Pipe
 ○ SIR - Set Iron Rod
 ▲ MAG - Set Magnetic Nail
 P.O.B./E. - Point of Beginning/Ending
 ● - Soil Evaluation Dig
 - - - - - Fence □ - Line Stake

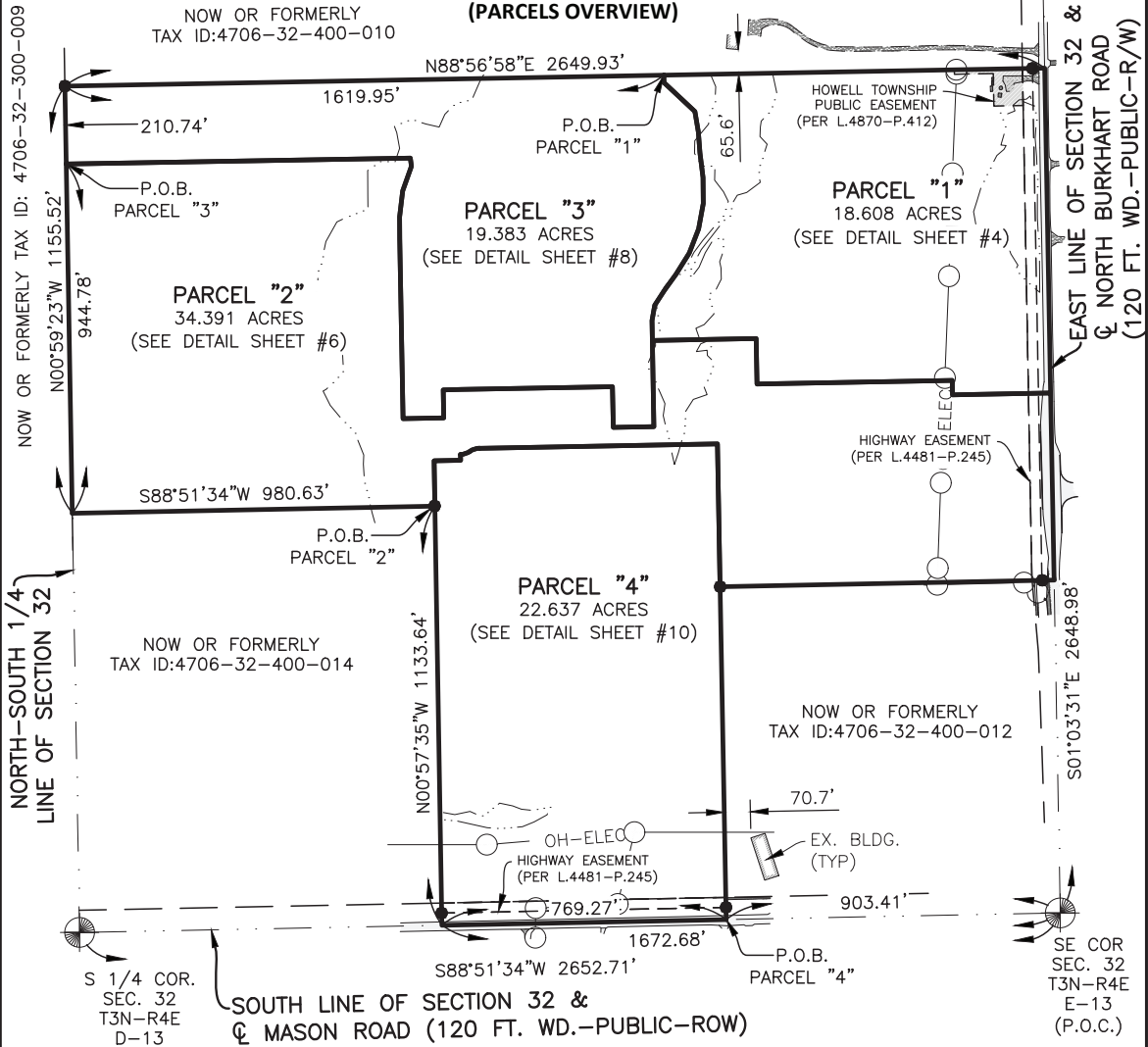
DR. BY: DC

CHK BY: MB

JOB No. 21-275

CERTIFIED SURVEY MAP

(LAND DIVISION)
(PARCELS OVERVIEW)



SURVEY NOT VALID
WITHOUT SIGNATURE
& SEAL ON PAGE 1

INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS



298 VETERANS DRIVE
FOWLerville,
MICHIGAN 48836
(OFFICE) 517-223-3512
monumentengineering.com

SERVICE DISABLED VETERAN OWNED
SMALL BUSINESS (SDVOSB)

LAST REVISION:

CLIENT: **BURKHART MASON
COMMUNITY, LLC**

SE 1/4, SEC 32, T3N-R4E, HOWELL TWP.

(M) - Measured Dist. (R) - Recorded Dist.

● MON - Found Concrete Monument

● FIR/P - Found Iron Rod/Pipe

○ SIR - Set Iron Rod

▲ MAG - Set Magnetic Nail

P.O.B./E. - Point of Beginning/Ending

● - Soil Evaluation Dig

-x-x-x- Fence □ - Line Stake

SCALE: 1"=400'

SHEET: 3 of 11

DATE: 2/28/2025

FILE : 21-075_MF-LD

DR. BY: DC

CHK BY: MB

JOB No. 21-275

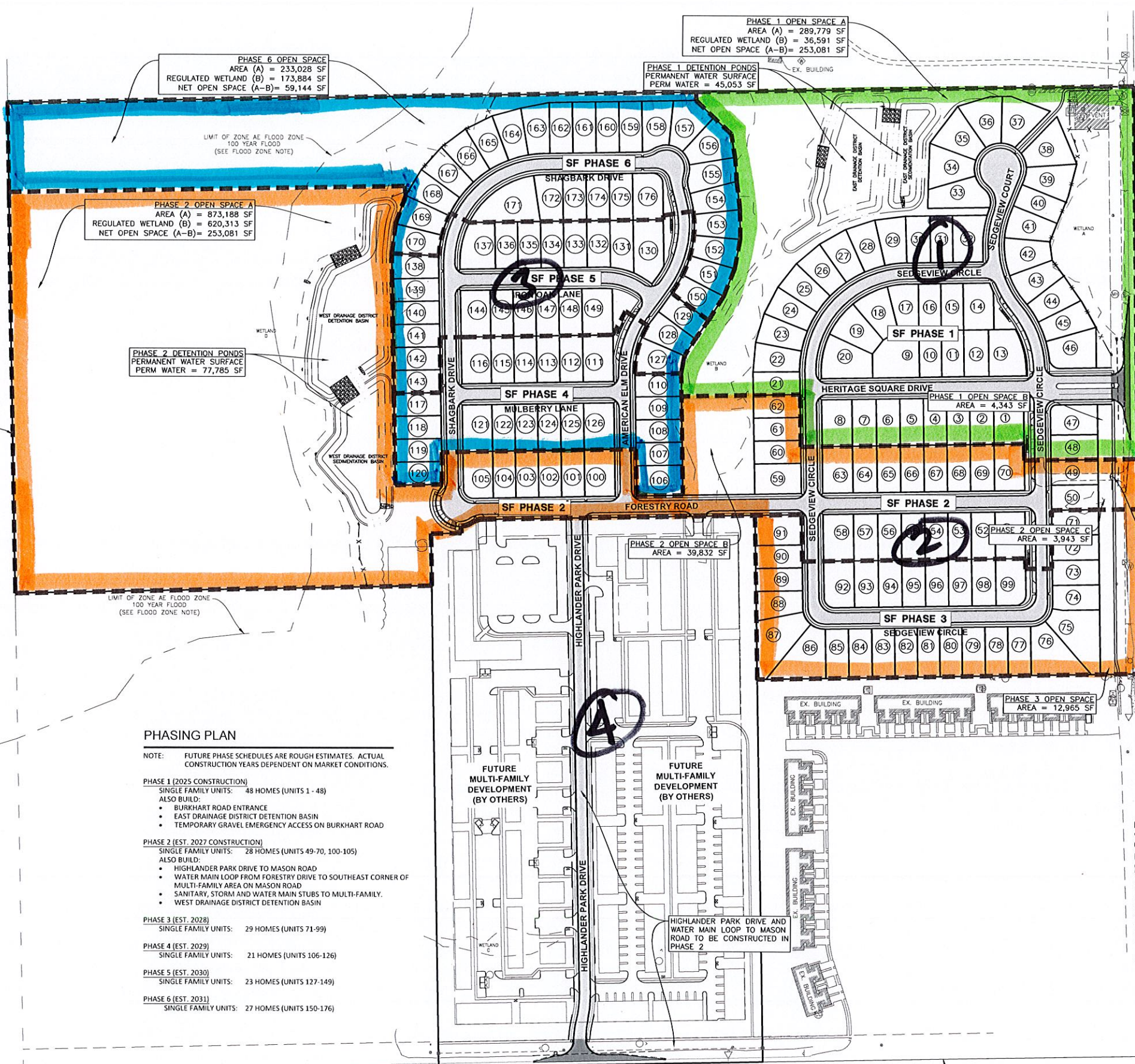


NORTH-SOUTH 1/4 LINE OF SECTION 32

EAST LINE OF SECTION 32

N. BURKHART ROAD (120 FT. WD. - PUBLIC - R/W)

SOUTH LINE OF SECTION 32



PHASE 6 OPEN SPACE
AREA (A) = 233,028 SF
REGULATED WETLAND (B) = 173,884 SF
NET OPEN SPACE (A-B) = 59,144 SF

PHASE 1 OPEN SPACE A
AREA (A) = 289,779 SF
REGULATED WETLAND (B) = 36,591 SF
NET OPEN SPACE (A-B) = 253,081 SF

PHASE 2 OPEN SPACE A
AREA (A) = 873,188 SF
REGULATED WETLAND (B) = 620,313 SF
NET OPEN SPACE (A-B) = 253,081 SF

PHASE 2 DETENTION PONDS
PERMANENT WATER SURFACE
PERM WATER = 77,785 SF

PHASE 2 OPEN SPACE B
AREA = 39,832 SF

PHASE 2 OPEN SPACE C
AREA = 3,943 SF

PHASE 3 OPEN SPACE
AREA = 12,965 SF

PHASING PLAN

NOTE: FUTURE PHASE SCHEDULES ARE ROUGH ESTIMATES. ACTUAL CONSTRUCTION YEARS DEPENDENT ON MARKET CONDITIONS.

PHASE 1 (2025 CONSTRUCTION)

- SINGLE FAMILY UNITS: 48 HOMES (UNITS 1 - 48)
ALSO BUILD:
• BURKHART ROAD ENTRANCE
• EAST DRAINAGE DISTRICT DETENTION BASIN
• TEMPORARY GRAVEL EMERGENCY ACCESS ON BURKHART ROAD

PHASE 2 (EST. 2027 CONSTRUCTION)

- SINGLE FAMILY UNITS: 28 HOMES (UNITS 49-70, 100-105)
ALSO BUILD:
• HIGHLANDER PARK DRIVE TO MASON ROAD
• WATER MAIN LOOP FROM FORESTRY DRIVE TO SOUTHEAST CORNER OF MULTI-FAMILY AREA ON MASON ROAD
• SANITARY, STORM AND WATER MAIN STUBS TO MULTI-FAMILY.
• WEST DRAINAGE DISTRICT DETENTION BASIN

PHASE 3 (EST. 2028)

- SINGLE FAMILY UNITS: 29 HOMES (UNITS 71-99)

PHASE 4 (EST. 2029)

- SINGLE FAMILY UNITS: 21 HOMES (UNITS 106-126)

PHASE 5 (EST. 2030)

- SINGLE FAMILY UNITS: 23 HOMES (UNITS 127-149)

PHASE 6 (EST. 2031)

- SINGLE FAMILY UNITS: 27 HOMES (UNITS 150-176)

FUTURE MULTI-FAMILY DEVELOPMENT (BY OTHERS)

FUTURE MULTI-FAMILY DEVELOPMENT (BY OTHERS)

HIGHLANDER PARK DRIVE AND WATER MAIN LOOP TO MASON ROAD TO BE CONSTRUCTED IN PHASE 2

DENSITY AND UNIT COUNT

TOTAL SITE AREA: 92 ACRES

NOTE: DENSITY CALCULATIONS FROM APPROVED PUD PLAN. MULTIFAMILY DEVELOPMENT AND SENIOR LIVING BY OTHERS. SEE UNDERLYING PUD PLAN FOR DETAILS.

AREA CURRENTLY ZONED SFR: 26.8 AC (24.0 AC UPLAND)
AREA CURRENTLY ZONED MFR: 65.2 AC (44.4 AC UPLAND)

OPEN SPACE REQUIRED (27.07 E)
10% OF TOTAL LAND AREA EXCLUSIVE OF WATER SURFACES
10% * (68.4 ACRES UPLAND) = 6.84 ACRES

OPEN SPACES PROVIDED = 8.48 ACRES (11.9% OF UPLAND AREA)

ALLOWED DENSITY (27.07 A)

UPLAND AREA SFR = 24.0 ACRES
REDUCED 10% FOR REQUIRED OPEN SPACE = 21.6 ACRES
SFR = 3.0 UNITS/ACRE x 1.25 = 3 x 21.6 x 1.25 = 81 UNITS

UPLAND AREA MFR = 44.4 ACRES
REDUCED 10% FOR REQUIRED OPEN SPACE = 40 ACRES
MFR = 12 UNITS/ACRE x 1.25 = 12 x 40 x 1.25 = 600 UNITS

TOTAL ALLOWED UNITS = 681

UNITS PROPOSED

SINGLE FAMILY UNITS: 176 PROPOSED

MULTI-FAMILY UNITS: 288 PROPOSED

- 55 - 3 BR / 2 BA - RANCH STYLE TOWNHOMES
- 81 - 2 BR / 2.5 BA - 2 STORY TOWNHOMES
- 40 - 1 BR / 1 BA - GARDEN STYLE APARTMENTS
- 112 - 3 BR / 2.5 BA - 2 STORY TOWNHOMES W/ GARAGE

3 - STORY SENIOR LIVING BUILDING: APPROX. 90 PROPOSED

TOTAL: 554 RESIDENTIAL UNITS

GATED TEMPORARY EMERGENCY ACCESS DRIVE CONSTRUCTED IN PHASE 1. TO BE REMOVED ONCE HIGHLANDER PARK DRIVE IS CONSTRUCTED AND OPEN TO TRAFFIC IN PHASE 2.

OPEN SPACE CALCULATIONS - BY PHASE

TOTAL SINGLE FAMILY AREA = 3,069,867 SF (70.47 ACRES)
TOTAL SINGLE FAMILY OPEN SPACE = 548,714 SF
(EXCLUDES REGULATED WETLANDS AND PERMANENT WATER SURFACES)

PHASE 1
PHASE 1 AREA = 757,829 SFT (17.40 ACRES)
PHASE 1 OPEN SPACE = 294,122 SFT
= 45,053 SF
OPEN SPACE EXCLUSIVE OF WATER AREA = 257,531 SFT
OPEN SPACE PERCENT = 34.0%

PHASE 2
PHASE 2 AREA = 1,208,468 SF (27.74 ACRES)
TOTAL DEVELOPED AREA = 1,966,297 SF (45.14 ACRES)
PHASE 2 OPEN SPACE = 286,856 SF
PERMANENT WATER AREA = 77,785 SF
OPEN SPACE EXCLUSIVE OF WATER AREA = 219,071 SF
TOTAL OPEN SPACE EXCLUSIVE OF WATER = 476,602 SF
OPEN SPACE PERCENT = 24.2%

PHASE 3
PHASE 3 AREA = 259,260 SF (5.95 ACRES)
TOTAL DEVELOPED AREA = 2,225,557 SF (51.09 ACRES)
PHASE 3 OPEN SPACE = 12,968 SF
TOTAL OPEN SPACE = 489,570 SF
OPEN SPACE PERCENT = 22.0%

PHASE 4
PHASE 4 AREA = 182,324 SF (4.19 ACRES)
TOTAL DEVELOPED AREA = 2,407,881 SF (55.28 ACRES)
NO ADDITIONAL OPEN SPACE
TOTAL OPEN SPACE = 489,570 SF
OPEN SPACE PERCENT = 20.3%

PHASE 5
PHASE 5 AREA = 205,415 SF (4.72 ACRES)
TOTAL DEVELOPED AREA = 2,613,296 SF (59.99 ACRES)
NO ADDITIONAL OPEN SPACE
TOTAL OPEN SPACE = 489,570 SF
OPEN SPACE PERCENT = 18.7%

PHASE 6
PHASE 6 AREA = 456,572 SF (10.48 ACRES)
TOTAL DEVELOPED AREA = 3,069,867 SF (70.47 ACRES)
PHASE 6 OPEN SPACE = 59,144 SF
TOTAL OPEN SPACE = 548,714 SF
OPEN SPACE PERCENT = 17.9%

TOWNSHIP PUD ORDINANCE REQUIRES 10% MINIMUM OPEN SPACE.

NOTE: AREAS DO NOT INCLUDE BURKHART ROAD RIGHT OF WAY.

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THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. UNLESS NOTED, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO THE START OF CONSTRUCTION.

CLIENT :
MA HOMES OF MICHIGAN, L.L.C.
40950 WOODWARD AVE
SUITE 203
BLOOMFIELD HILLS, MI 48304
POC: DAVID STRAUSS
(248)-221-5011

PHASING PLAN - OVERVIEW

HERITAGE SQUARE (SINGLE FAMILY)
95 AC. NW CORNER BURKHART & MASON ROADS
PART OF THE SE 1/4 OF SEC. 32, T3N, R4E,
HOWELL TWP., LIVINGSTON COUNTY, MICHIGAN

DATE	REVISIONS
05/09/2024	SITE PLAN SUBMITTAL
09/16/2024	PHASE 1 FINAL SITE PLAN SUBMITTAL
10/14/2024	ECG JNIT PERMIT SUBMITTAL
11/04/2024	CONSTRUCTION DOCUMENT REVIEW SET
12/19/2024	REVISED PUD MAIN PLAN COVERAGE
02/11/2025	REVISED CONSTRUCTION DOCUMENTS

ORIGINAL ISSUE DATE:
5/09/2024

PROJECT NO: 21-075C

SCALE: 1" = 120'
0 1/2" 1"

FIELD:
DRAWN BY: DC,MN,CK,DJ
DESIGN BY: KM
CHECK BY: KM

C-0.0

NOT FOR CONSTRUCTION

FILE:P:\Projects\2021\21-075 Heritage Square PUD\21-075C Heritage Square (Single-Family)\Dwg\Engineering\21-075C_SF_C-0.0_Phase.dwg PLOT DATE:2/19/2025 4:38 PM

9D

Summary of differences between the **2022** and **2024** versions of the Howell Township Engineering Standards. Below are some key changes:

1. Sanitary Sewer Testing

- a. The **2024 version** has **added a requirement for manhole vacuum testing**, which was not in the **2022 version**.
- b. The **2024 version** specifies that **TV testing must be conducted after cleaning and demonstrating the flow of clean water**.

2. Manhole Coatings

- a. The **2024 version** includes a **requirement for interior manhole coating at forcemain discharge locations**, which was **not explicitly mentioned in the 2022 version**.

3. Pump Station Control Method Updates

- a. The **2024 version** updates the **primary level control method from a pressure transducer to a down radar transducer**.

4. Casing Pipe Requirements

- a. The **2024 version clarifies requirements for casing pipes in utility crossings**, particularly specifying that **contractors must center the full pipe length on the crossing to ensure joints are as far away as possible**.

5. Equivalent User Table in Sewer Design

- a. The **2024 version adds a requirement that the Basis of Design for sanitary sewers must include all areas to be served, including off-site areas**, and it must follow the **Equivalent User Table** from the **Township's Wastewater Ordinance**.

6. Sanitary Sewer Basis of Design

- a. The **2024 version** mandates that a **sanitary sewer Basis of Design document must be submitted alongside construction plans for approval**.

7. Manhole Placement & Drop Connections

- a. The **2024 version** specifies that **manholes should be placed at every change of grade, direction, or pipe size**.
- b. It also **clarifies requirements for internal drop connections**, making it clear that they require Township approval.

8. Pump Station Details

- a. Consolidated the number of pump station details from 3 to 2,
 - i. Previously
 - 1. 10-90 GPM
 - 2. 80-600 GPM
 - 3. >250 GPM
 - ii. Proposed
 - 1. < 250 GPM
 - 2. >250 GPM
- b. Removed Flow Meters
- c. Added Radar Flow Meter
- d. Removed intermediate float levels
 - i. Still requires high- and low-level floats for redundant on off control.
- e. Large pump station now specifies above ground bypass connection.
- f. Large pump station reconfigured to replicate Trans West Pumping Station.

HOWELL TOWNSHIP

ENGINEERING STANDARDS

March 2024

Accepted by Township Board: _____

Howell Township Hall
3525 Byron Road
Howell, MI 48855

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5. The applicant shall be responsible for submitting directly to the LCRC, LCDC, MHOG, and other separate regulatory agencies (MDOT, EGLE for wetland permitting, etc.). Any such approvals shall be forwarded to the Township Zoning Administrator and the Township Engineer prior to beginning construction.
6. All public improvement plans submitted for permits must carry the seal and signature of the Design Engineer licensed in the State of Michigan. Note that the amount and type of sanitary and/or water main pipe must be summarized on the cover sheet when EGLE permitting is required.
7. Sanitary sewer plans along with a completed Basis of Design and EGLE Sanitary Sewer Permit Part 41 Application, shall be provided to the Township Engineer. The Township Engineer will then submit the application and plans to EGLE for permitting via the MiEnviro Portal.
8. **Modification of Plan During Construction** - All improvements shall conform to the final site plan. It shall be the responsibility of the applicant to notify the Zoning Administrator of any such changes prior to such change being made. Any changes which result in a material alteration of the approved final site plan shall require resubmittal of a site plan, which shows the proposed changes, to the Planning Commission including any fees determined by the Township Board of Trustees. The Planning Commission or Township Board of Trustees may require the applicant to correct the changes so as to conform to the approved final site plan.
9. **Phasing of Development** - The applicant may, at their discretion, divide the proposed development into two (2) or more phases. In such case, the preliminary site plan shall cover the entire property involved and shall clearly indicate the location, size, and character of each phase. A site plan for each phase shall be submitted in accordance with the procedure herein for a final site plan including any fees required.
10. **Appeals** - No decision or condition related to a construction plan approval shall be taken to the Zoning Board of Appeals.
11. **Fees** - The Howell Township Board shall establish by resolution a fee schedule to defray costs, which may include but not be limited to plan review, administration, inspection, and enforcement of this section. Before final approval, any costs incurred by the Township shall be paid by the applicant. Please refer to the Howell Township Wastewater Ordinance for more information regarding applicable fees.

INSURANCE

1. Prior to construction, the Contractor shall procure and maintain, during the term of the project, public liability and property damage insurance with a responsible insurance company which meets the approval of Howell Township, in such amounts as will be adequate to protect the public, Howell Township interests, and shall not be less than the limits set forth herein.

TYPE OF INSURANCE:

- a. Workmen's Compensation Insurance and Employer's Liability Limit: As required by laws of State of Michigan
Public Liability & Property Damage:

Bodily Injury:	Each Occurrence:	\$1,000,000
Aggregate:		\$2,000,000
Property Damage:	Each Occurrence:	\$1,000,000
Aggregate:		\$2,000,000
- b. Owner's and Contractor's Protective Liability & Property Damage:

- d) Prior to the pre-construction meeting, the contractor shall provide the inspection escrow to the Township. Proof of payment should be forwarded to the Township Engineer. The final approval letter from the Township Engineer will detail the amounts and basis of the escrow based upon industry standard production rates.
 - i. Unused observation and administration escrow funds will be eligible for return as described in the final approval letter.
 - ii. The Township Engineer shall monitor the observation escrow and may require additional deposits. This shall be dependent on the contractor's rate of progress and the difficulty in completing the project.
 - iii. Failure to keep the observation escrow current may result in withholding construction observation, and therefore possibly delaying construction.
- 2. Notice of Construction
 - a. The Township Engineer shall have a minimum 72-hour notice (not including weekends or holidays) prior to the start of any construction requiring observation.
- 3. Construction Inspection
 - a. The Township's Engineer shall observe all public and private sanitary improvements. Full time inspection will be provided by the Township's Engineer. The Township's Engineer may inspect all other operations requested by the Township.
- 4. Sanitary Sewer Testing
 - a. Sanitary sewer will be required to undergo testing 30 days after the completion of construction. Developer/contractor are responsible for arranging and paying for all tests seen below. Township Engineer must witness all tests.
 - i. Pressure Testing
 - 1. The contractor shall conduct a sanitary air test with the Township Engineer witnessing. Air tests shall comply with current testing standards and requirements. Air testing should not be used if the groundwater level is 2 feet or more above the top-of-pipe at the upstream end (reference ASTM F1417)
 - ii. Deflection Testing
 - 1. The contractor shall conduct a deflection test with the Township Engineer witnessing. The test shall take place a minimum of 30 days after backfill has been installed, but not longer than 12 months after installation. Deflection tests shall comply with current testing standards and requirements.
 - iii. TV Testing
 - 1. Conducted after cleaning and demonstrating the flow of clean water.
 - iv. Manhole Vacuum Testing
 - b. If the sanitary sewer fails to pass any of the above test, the failed portion must be repaired or replaced at the discretion of the Township Engineer.
- 5. Acceptance of final project:
 - a) After the project is substantially complete, including paving, the Township Engineer will perform a site walkthrough and generate a punch list. Once the items have been addressed, the Township and the Township's Engineer will conduct a final site inspection.
 - b) All punch list items must be addressed.
 - c) All fees and escrows must be paid in full.
 - d) Record drawings and related documents must be provided to the Township:
 - i. Upon acceptance of field improvements, the Township Engineer will provide the Developer's Engineer with a copy of Inspector's Daily Reports and any applicable lead reports. The Developer's Engineer will update the drawings

Added

4. All existing conditions shall be shown, including but not limited to the following items (location and elevation):
 - a) All utilities including sanitary, water main, gas, telephone, cable, and electrical (including rim and invert elevations).
 - b) Property lines.
 - c) The building finished floor.
 - d) Sidewalks and pathways.
 - e) Retaining walls.
 - f) Finished grades of all adjacent buildings.
 - g) All easements.
 - h) 100-year flood plain.
 - i) Existing drainage courses and wetlands.
 - j) Upstream and downstream culverts.
 - k) Adjoining road right-of-way.
5. Road Topography shall extend across the entire site with grades shown on both sides of the street for:
 - a) Property line.
 - b) Ditch centerline and top of bank.
 - c) Edge of shoulder.
 - d) Edge of pavement or top of curb.
 - e) Crown or centerline.

UTILITIES (GENERAL)

GENERAL

1. The location, size, and type of pipe of all existing and proposed utilities shall be shown in plan view.
2. Proposed sanitary sewer shall extend across the property frontage(s) or to a property line, as directed by the Township.
3. No new utilities shall be placed below or within a 1:1 influence of a building footprint. The limits of all removals and/or abandonments shall be shown on the plans. The following criteria shall apply for all existing utilities within the influence of a building foundation:
 - a) Utilities within five (5) or less below a footing shall be removed.
 - b) Utilities greater than five (5) feet below a footing shall be grouted full using a standpipe to prevent air voids.
 - c) Utilities that are to be abandoned and are not within the influence of a footing shall be bulkhead unless the utility is determined to be a hazard, nuisance or potential maintenance problem by the Township.
4. A minimum ten (10) feet wide horizontal separation shall be required between water main and sewers.
5. No sanitary sewer shall be within five (5) feet (measured horizontally) from the high-water elevation of a detention, retention, and/or forebay basin.
6. All utility crossings, including sanitary sewer leads, shall specify top and bottom of pipe elevations in both plan and profile view. An 18" minimum vertical clearance between water main and sanitary sewer is required.
7. Sewer and storm mains shall maintain at least 18" minimum vertical clearance. If this cannot be achieved the contractor shall install a full length of pipe centered on the crossing to ensure the joints are as far from the crossing as possible.
8. A casing pipe shall be provided when utilities must cross retaining walls or when a bore is proposed under a roadway. The casing pipe must extend beyond the angle of repose of the

Updated

retaining wall or roadway. The size, length and invert of the casing pipe shall be indicated. All bores under roadways shall meet the requirements of the Livingston County Road Commission Requirements.

SANITARY SEWER

GENERAL

1. Follow Howell Township Standard Sanitary Details and Howell Township Sewer Ordinance 21 – Wastewater Collection and Treatment System.
2. Follow Recommended Standards for Wastewater Facilities (10 States Standards).
3. The following must be shown in plan view for sanitary and storm sewer:
 - a) Length, size, type, and class of pipe between structures.
 - b) Top of casing elevation at structures.
 - c) Easement width. Minimum width for sanitary sewer is 25', however a wider easement maybe required based on the depth of the sewer.
 - d) Progressive numbering system for all structures.
4. The following must be shown in profile view for sanitary and storm sewer:
 - a) Length, size, type, class, and slope of pipe between structures.
 - b) Size and type of structure.
 - c) Top of casing and sewer invert elevations at structures.
 - d) Existing and proposed ground elevations.
 - e) Utility crossings, including top and bottom of pipe elevations.
 - f) Special backfill areas under or within pavement areas.
 - g) Progressive numbering system for all structures.
5. A quantity list and design data (on the cover sheet or first sheet of the plans) shall be provided and be in accordance with the current 10 States Standards.
6. Lift stations will not be permitted unless there is no other alternative for sewer service. If a lift station is required, the Design Engineer shall provide the Township with all design details and calculations within flow range, which shall be in accordance with all current Township, County and State requirements.
7. Siphons shall only be allowed when specifically approved by the Township and Township Engineer.
8. A sanitary sewer Basis of Design shall be submitted alongside the construction plans for approval by the Township Engineer. It must include all areas to be served, including any off-site areas. The design calculations shall follow the Equivalent User Table outlined in the Howell Township Wastewater Collection and Treatment System Ordinance to determine the number of Residential Equivalent Units.

Added

SEWER

1. Sanitary sewer size, grade, and structure spacing table:

Size	Min. Grade (%)	Max. Grade (%)	Max Spacing (ft)
8"*	0.40	10	400
10"	0.28	6.2	400
12"	0.22	6.0	400
15"	0.15	3.6	400
18"	0.12	2.8	400
21" & greater	0.10	2.2	400

*minimum allowable sanitary sewer size is 8"

2. Where Manning's equation is used to compute flow, a minimum value for "n", roughness coefficient shall be 0.013.
3. A minimum cover of 5' is required over all sanitary sewers, including leads.
4. A minimum 25' wide easement is required for all public sanitary sewer. Wider easements will be required for deeper sewer to maintain a 1:1 excavated side slope within the easement. The sanitary sewer shall be centered within the public easement. No buildings should be located within the easement.

MANHOLES

General

1. All pipe connections at structures shall be separated by a minimum of one (1) foot between pipe walls and 40% of the structure circumference must remain intact. The design engineer shall provide details for all structures with multiple pipe connections not meeting the requirements below:

Structure Diameter	Max. Pipe Size for Straight Through Installation	Max. Pipe Size for Right Angle Installation
48"	24"	18"
60"	36"	24"
72"	42"	36"
96"	60"	42"

- ~~2. The Township Engineer will inspect all sanitary taps into existing Township structures.~~
- ~~3. Manholes shall generally be placed at intervals not to exceed 400 feet; at every change of grade, direction, and pipe size; and at each junction of sewers.~~
- ~~4. When there is a change in direction in a sewer at a manhole, an allowance of 0.10 feet in grade shall be made for a loss of head through the manhole.~~
- ~~5. Whenever there is a change in pipe size, the inverts of both sewers shall be set at a grade so that both sewers maintain the same energy gradient.~~
- ~~6. Interior manhole coating will be required for forcemain discharge into proposed or existing manholes.~~

Added

2. A manhole shall be provided at the ROW instead of cleanout for inspection and sample collection purposes.

PUBLIC PUMP STATIONS

GENERAL

1. Pump stations should be designed in accordance to:
 - a. Recommended Standards for Wastewater Facilities (Ten State Standards)
 - b. Howell Township Standard Pump Station Drawings and Specifications
 - c. Howell Township Sewer Ordinance 21 – Wastewater Collection and Treatment System.
2. Pump stations may be designed by Howell Township Engineer, if requested.
3. Each station's configuration shall be dependent on the proposed flow rate, based on the chart below. Final configuration to be approved by Howell Township.

Updated

Peak Flow (GPM)	Pumps	Discharge Piping Size	Valve Vault Configuration
<250	Submersible	2" – 4"	Aboveground controls/ below or above ground Valve Vault
>250	Submersible	4" – 6"	Aboveground Enclosure

4. Wet well shall be appropriately sized for all future flows.
5. Buoyancy calculations and necessary ballast concrete for Wet well and valve vault (where applicable) must be included.
6. Five-year warranty should be supplied from the time of start up.
7. All cabinetry, hatches, and other devices requiring locks shall be locked with a keyed pad lock.
8. Bollards, fences, and concrete pads may be required per discretion of Howell Township, depending on site location, and proximity to road.
9. A bypass connection shall be supplied with connect to match Howell Township pumps.
10. Aboveground shelters facade shall be approved by Howell Township.

Updated

CONTROLS

1. Primary Level Control Method: Down Radar Transducer
 - a. Measuring Range: Minimum of 60 feet.
 - b. Operating Temperature Range: Minus 40 to plus 150 degrees F.
 - c. Operating Pressure: Up to 23 psig
 - d. Accuracy: Plus or minus 0.4 inch.
2. Backup Level Control Method: Float Switch Array.
 - a. High Level Alarm / Pumps Start
 - b. Low Level Alarm / Pumps Stop
3. Each pump shall be provided with a Hand-Off-Auto selector switch.
 - a. The "Hand" position provides Township personnel to operate each pump manually, regardless of other pump station conditions (sensor failures, alarms, etc.).
 - b. The "Off" position prevents starting of pumps due to pump station conditions.
 - c. The "Auto" position allows the pumps to operate in Automatic mode, which shall be a lead/lag method.

4. While in "Auto" mode pumps shall operate as follows:
 - a. When liquid level in wet well rises to elevation of "lead pump start" setpoint, start lead pump. When lead pump is started, run pump until liquid level in wet well is drawn down to "lead pump stop" setpoint, and then shut down lead pump.
 - b. When lead pump cannot keep up with influent flow, liquid level in wet well rises to "lag pump start" setpoint that starts lag pump. When lag pump is started, run pump until liquid level in wet well is pumped down to "lag pump stop" setpoint and shut down lag pump. Lead pump shall continue to run until wet well is drawn down to "lead pump stop" setpoint.
 - c. Automatically alternate lead and lag status of pumps after each pumping cycle (lead pump shutdown upon reaching "lead pump stop" setpoint).
5. When liquid level in wet well rises to elevation of the "wet well high level" float switch start lead pump, after an adjustable time delay start the lag pump, energize the "Wet Well High Level" alarm relay and light located on pump control panel, and activate the secondary control method. The secondary controls shall remain active until reset by pressing the "Alarm Reset" button.
6. When liquid level in wet well is pumped down to elevation of "wet well low level" float switch, shut down pumps and energize "Wet Well Low Level" alarm relay and light located on pump control panel.
7. Pumps shall be equipped with high temperature and seal leak detectors that shall shut down the pumps and alert Township personnel.
8. The following information, at a minimum, shall be made available via the township's current remote monitoring and alarming system. These signals shall be wired to a dedicated terminal strip in the control panel, for wiring to alarming/monitoring device.
 - a. Power Failure / Phase Monitor.
 - b. Pump No. 1 Motor High Temperature/Seal Failure.
 - c. Pump No. 2 Motor High Temperature/Seal Failure.
 - d. High Wet Well Level.
 - e. Wet Well Low Level.
 - f. Pump No. 1 Running.
 - g. Pump No. 2 Running.
 - h. Wet Well Level.
9. Substituting operator interface devices such as indicator lights, elapsed time meters, pushbuttons, and selector switches with objects on a graphical interface (ie. Touchscreen or computer screen) shall only be allowed when given prior approval by the Township.
10. Wetwell and piping coated in corrosion protection

Removed Flow rate
and Flow Totalizer

GENERATOR

Added

1. An onsite Standby Generator shall be required at all pump stations.
 - a. A portable generator may be purchased for the Township in leu of an onsite generator, if approved by Howell Township, depending on location of pump station.
2. Generators smaller than and including 100KW shall be natural gas. Generators larger than 100KW may be diesel.
3. Generator engine speed shall be 1800 rpm. High-speed generators will not be acceptable.
4. All generators shall include the following accessories, at a minimum. Additional products may be necessary based on pump station location.
 - a. Coolant heater
 - b. Battery charger
 - c. Batteries
 - d. Exhaust silencer, critical type

- e. Battery tray heater
 - f. Alternator heater
 - g. Convenience receptacle
5. Generator shall be equipped with a weatherproof, insulated, level 2 sound attenuated enclosure.
 6. Generator shall be sized according to pump sizes, other electrical loads required per pump station, and must be approved by Howell Township.
 7. An Automatic Transfer Switch (ATS) shall be sized to handle the electrical service and generator requirements. ATS shall be from the Generator supplier and approved by the Generator manufacturer for each specific application.

PUMPS

1. Pump shall be sized as to pump peak flow through one pump at any given time.
2. Pumps must be able to pass flushable wipes.
3. Pump discharge piping 3" or larger must be ductile iron. Discharge piping may only be one size larger than the pump discharge, as recommended by the manufacturer.
4. Pump discharge piping less than 3" must be PVC Sch 80.
5. For pump discharge less than 3", grinder pumps are required.
 - a. VFDs with a manual backflow option shall be provided for all grinder pumps.

FORCEMAIN

1. Forcemain shall be a minimum of 2" but may not be smaller than the outlet of the pumps.
2. Connect to Howell Township manhole or pump station as approved by Howell Township.
3. Forcemain materials shall be DIP, HDPE or PVC.



Added

motors. When the wet well rises above the low level point, both pump motors shall be automatically enabled. Low water alarm shall be furnished with a dry contact wired to terminal blocks.

F. Submersible Transducer System:

1. The level control system shall utilize a submersible transducer. It shall be a strain gauge transducer with a pressure sensor housed in a 316 SST or Titanium case designed to extend into the wet well. The pressure transducer shall provide a proportional signal for distribution to the level controller display and Monitoring and Alarm system. Sensor range shall be 0-12 ft. W.C. (0-5 PSI) minimum with an over-pressure rating 3 times full scale. The transducer shall have output capability of 4-20mA. The transducer's polyurethane jacketed shielded cable shall be of suitable length for proper installation into the wet well without splicing.
2. An intrinsically safe repeater shall be supplied in the control enclosure. Repeater must be recognized and listed as intrinsically safe by a nationally recognized testing laboratory. Station manufacturer shall make all connections from repeater to feeder lines and motor controls. Installing contractor shall make connections from repeater to transducer.

G. Independent Redundant Float Control System, Intrinsically Safe (Backup Level Control)

1. Provide five (5) non-mercury float switches for a redundant station level control system that is independent from the primary station level control system. The independent redundant float control system consists of five (5) non-mercury float switches, a stainless steel float chain with anchor, intrinsically safe relays, and shall utilize Relay Logic. PLC control will not be permitted for Backup Level Controls. The Low Level float is positioned below all primary pump-off setpoints. When the wet well level reaches the low level float, a 'Low Level Alarm' will be triggered. If the Low Level Float is activated all pump(s) will shut off. The High Level Float is positioned above all primary pump-on setpoints. If the High Level Float switch is triggered, a 'High Level Alarm' will be triggered. If the level reaches the Lead Pump On Float the lead pump shall run until the wet well level reaches the Pump Off Float. If the level reaches the Lag Pump On Float the lag pump shall run until the wet well reaches the Pump Off Float. The independent redundant float control system includes automatic pump alternation. Dry contacts wired to terminal blocks will be provided for the float control active alarm circuit. The independent redundant float control system will remain latched until manually reset at the control panel.

H. Alarm Light:

1. Station manufacturer will supply one LED alarm light fixture with vapor-tight red globe, guard, conduit box, mounting base, and match control voltage. The design must prevent rain water from collecting in the gasketed area of the fixture, between the base and globe. The alarm light shall be mounted on the station enclosure, installed after delivery to site.

PART 3 - EXECUTION

Removed Magnetic
Flow Meter Section

3.1 EXAMINATION

- A. Contractor shall off-load equipment at installation site using equipment of sufficient size and design to prevent injury or damage. Station manufacturer shall provide written instruction for proper handling. Immediately after off-loading, contractor shall inspect complete pump station and appurtenances for shipping damage or missing parts. Any damage or discrepancy shall be noted in written claim with shipper prior to accepting delivery. Validate all station serial

SECTION 40 72 23
RADAR LEVEL METERS

Added Section

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Radar-level measurement devices.
 - 2. Transmitters.
- B. Related Requirements:
 - 1. Section 26 05 83 - Equipment Wiring Connections: Control power wiring requirements.

1.2 REFERENCE STANDARDS

- A. International Electrotechnical Commission:
 - 1. IEC 61508 - Functional safety of electrical/electronic/programmable electronic safety-related systems.
 - 2. IEC 61511 - Corrigendum 1 - Functional safety - Safety instrumented systems for the process industry sector.
- B. National Electrical Manufacturers Association:
 - 1. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
- C. NSF International:
 - 1. NSF 61 - Drinking Water System Components - Health Effects.
 - 2. NSF 372 - Drinking Water System Components - Lead Content.

1.3 COORDINATION

- A. Section 01 30 00 - Administrative Requirements: Requirements for coordination.
- B. Coordinate Work of this Section with Site Work.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit manufacturer information for system materials and component equipment, including connection requirements.
- C. Shop Drawings:
 - 1. Indicate system materials and component equipment.
 - 2. Submit installation requirements and other details.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- E. Source Quality-Control Submittals: Indicate results of shop and factory tests and inspections.

- F. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
- G. Manufacturer Reports: Certify that equipment has been installed according to manufacturer instructions.
- H. Qualifications Statement:
 - 1. Submit qualifications for manufacturer.

1.5 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for closeout procedures.
- B. Project Record Documents: Record actual locations and final orientation of equipment and accessories.

1.6 QUALITY ASSURANCE

- A. Ensure that materials of construction of wetted parts are compatible with process liquid.
- B. Materials in Contact with Potable Water: Certified to NSF 61 and NSF 372.
- C. Perform Work according to all applicable codes and standards.
- D. Maintain one copy of each standard affecting Work of this Section on Site.

1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' documented experience.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- C. Store materials according to manufacturer instructions.
- D. Protection:
 - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
 - 2. Provide additional protection according to manufacturer instructions.

1.9 WARRANTY

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for warranties.
- B. Furnish 5-year manufacturer's warranty for radar-level measurement devices.

PART 2 - PRODUCTS

2.1 RADAR-LEVEL MEASUREMENT DEVICES

- A. Manufacturers:
 - 1. Vega, Model VEGAPULS WL61
 - 2. Substitutions: Not Accepted.
- B. Description:
 - 1. Measuring Range: Minimum of 60 feet.
 - 2. Operating Temperature Range: Minus 40 to plus 150 degrees F.
 - 3. Operating Pressure: Up to 23 psig.
 - 4. Accuracy: Plus or minus 0.4 inch.
 - 5. Certified according to IEC 61508 and IEC 61511.
- C. Communications Protocol: HART.
 - 1. External communication devices will NOT be required for product setup or configuration.
- D. Operation: Menu guided.
 - 1. All device settings and functions shall be configurable via local display using pushbuttons and/or turn-dials.
- E. Transmitters:
 - 1. Selected by sensor manufacturer to match sensor.
 - 2. Visual Display: Alphanumeric.
 - a. Four digit, Minimum.
 - b. LED or Backlit LCD.
 - 3. Output Signal: 4 to 20-mA dc.
 - 4. Location: As indicated on Drawings.
 - 5. Control Power:
 - a. Wiring: As specified in Section 26 05 83 - Equipment Wiring Connections.
 - b. 24-V DC, Loop Powered.
 - 6. Enclosures: NEMA 250 Type 4, 4X, or as indicated on Drawings.
 - 7. Mounting:
 - a. Remote.
 - b. Enclosure.
 - 8. Furnish cable, field preamplifiers, and signal conditioners as required to maintain accuracy from sensor to terminal device.

2.2 SOURCE QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Requirements for testing, inspection, and analysis.
- B. Provide shop inspection and testing of completed assembly.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation examination.
- B. Verify that items provided by other Sections of Work are ready to receive Work of this Section.

3.2 INSTALLATION

- A. Coordinate location and orientation of level probe assemblies with final equipment installations.
- B. Ensure that instruments are located to be easily accessible for maintenance.
- C. Installation Standards: Install Work according to all applicable codes and standards.

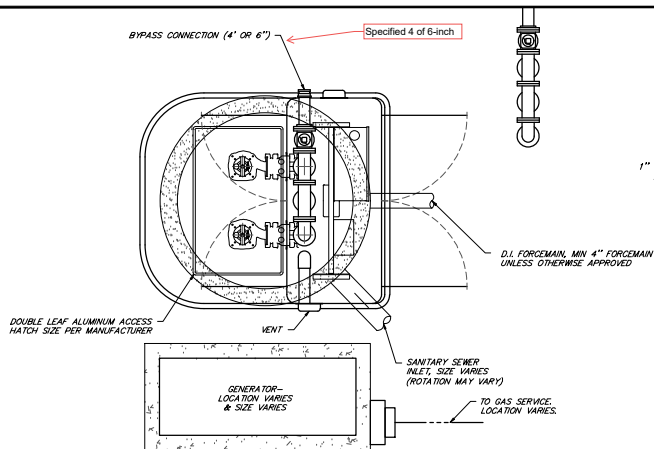
3.3 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements: Requirements for inspecting and testing.
- B. Section 01 70 00 - Execution and Closeout Requirements: Requirements for testing, adjusting, and balancing.
- C. Manufacturer Services: Furnish services of manufacturer's representative experienced in installation of products furnished under this Section for not less than 2 hours (per Device) on Site for installation, inspection, field testing, and instructing Owner's personnel in maintenance of equipment.
- D. Equipment Acceptance:
 - 1. Adjust, repair, modify, or replace components failing to perform as specified and rerun tests.
 - 2. Make final adjustments to equipment under direction of manufacturer's representative.
- E. Furnish installation certificate from equipment manufacturer's representative attesting that equipment has been properly installed and is ready for startup and testing.

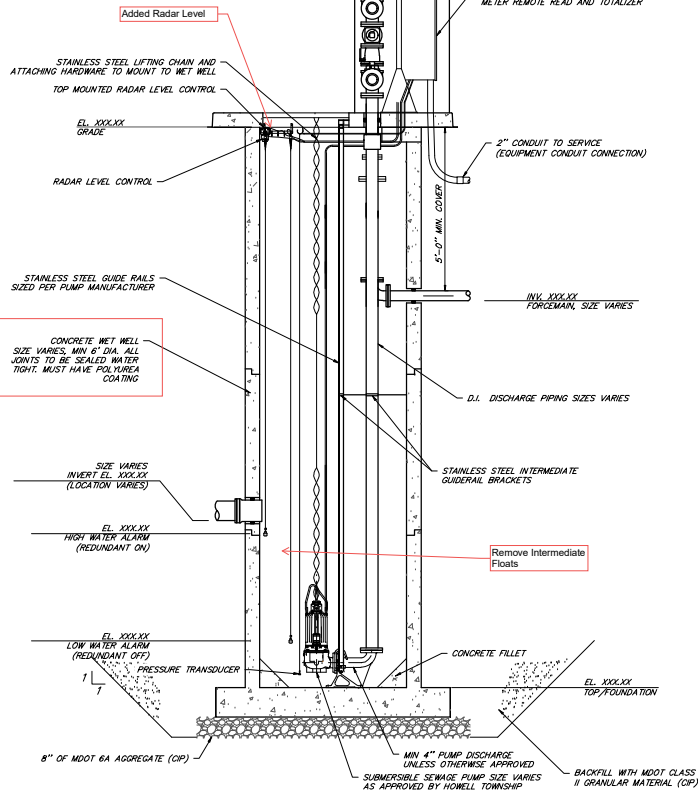
3.4 DEMONSTRATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for demonstration and training.
- B. Demonstrate equipment startup, shutdown, routine maintenance, and emergency repair procedures to Owner's personnel.

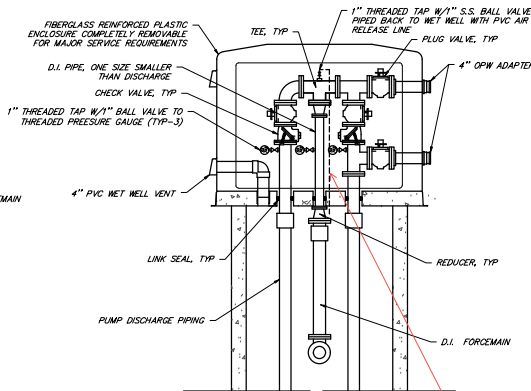
END OF SECTION



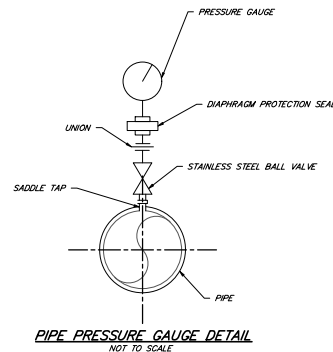
TYP. PUMP STATION PLAN
NOT TO SCALE



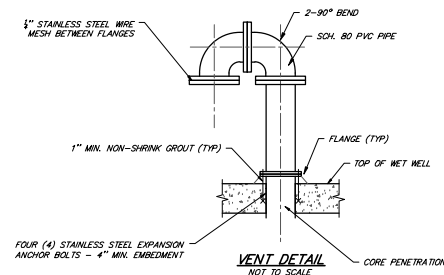
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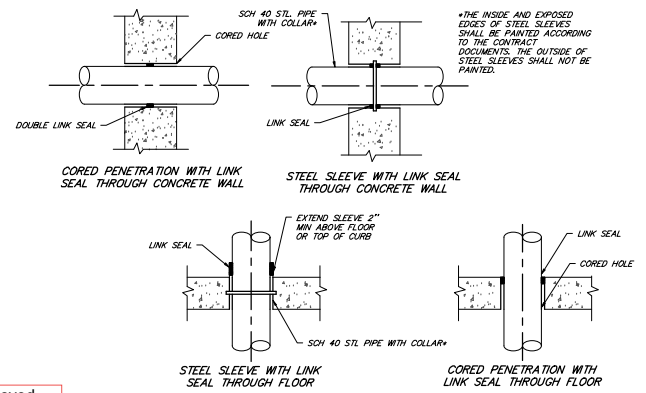
PLASTIC ENCLOSURE SECTION
NOT TO SCALE



PIPE PRESSURE GAUGE DETAIL
NOT TO SCALE



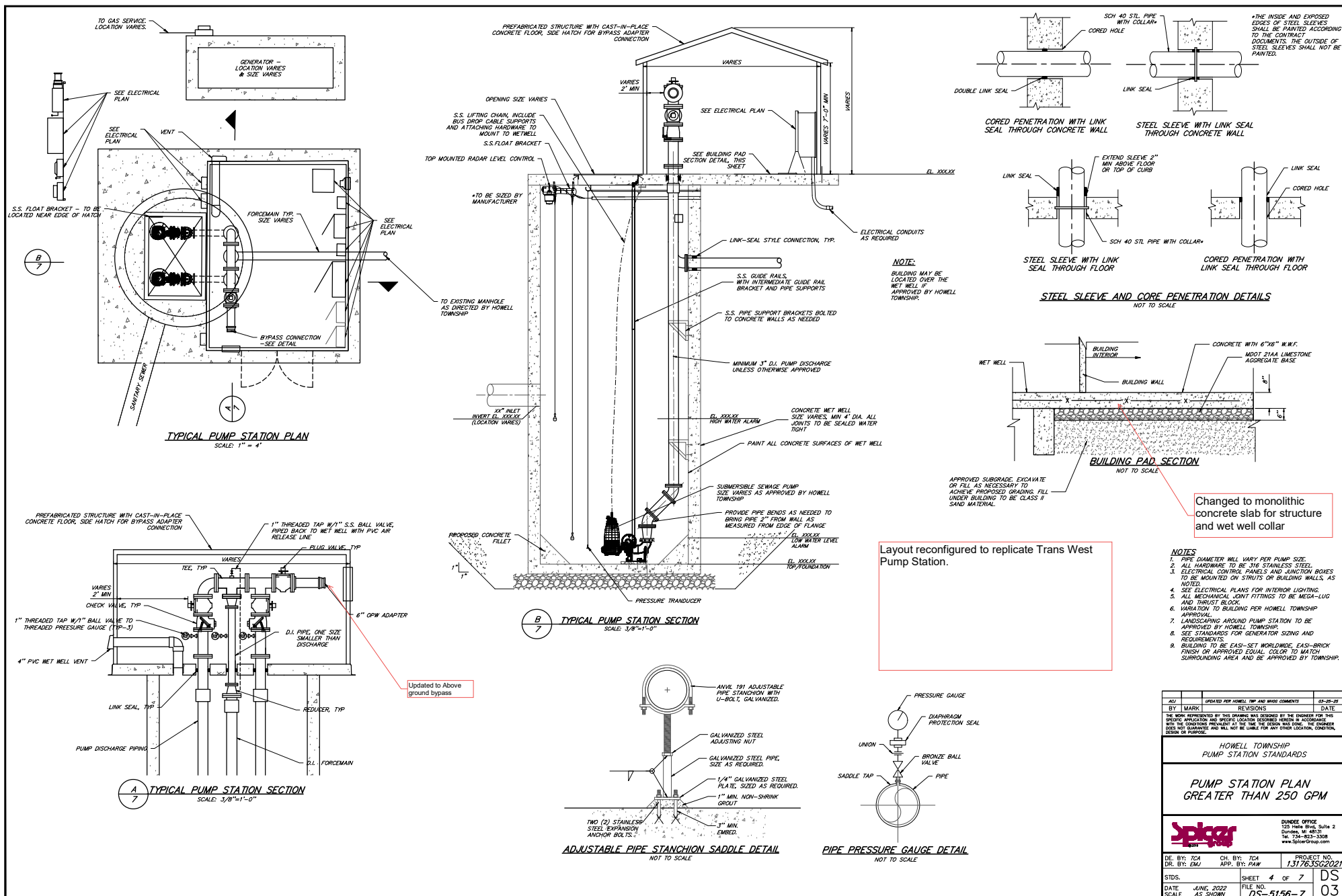
Removed 10-90 GPM station detail.
Removed Flow Meters
Added Radar Level Control
All bypass connections changed to above ground.



STEEL SLEEVE AND CORE PENETRATION DETAILS
NOT TO SCALE

- NOTES**
1. PIPE DIAMETER WILL VARY PER PUMP SIZE.
 2. ALL HARDWARE TO BE 316 STAINLESS STEEL.
 3. LANDSCAPING AROUND PUMP STATION TO BE APPROVED BY HOWELL TOWNSHIP.
 4. ENGINEER SHALL PROVIDE BUOYANCY CALCULATION FOR WET WELL AND DESIGN APPROPRIATE BALLAST CONCRETE.
 5. HOWELL TOWNSHIP MAY REQUIRE CONTRACTOR TO INSTALL ODOR REDUCING MEASURES AT DOWNSTREAM DISCHARGE POINT.
 6. SEE STANDARDS FOR GENERATOR SIZING AND REQUIREMENTS.

ASU	UPDATED PER HOWELL TWP AND MAJOR COMMENTS	03-22-21
BY	MARK	REVISIONS
DATE		
HOWELL TOWNSHIP PUMP STATION STANDARDS		
PUMP STATION PLAN 10 GPM TO 250 GPM		
DUNDEE OFFICE 125 Hella Blvd, Suite 2 Dundee, MI 48131 Tel: 734-653-3308 www.SpicerGroup.com		
DE. BY: TCA	CH. BY: TCA	PROJECT NO. 131763SG2021
DR. BY: EMU	APP. BY: PAW	
STDs.	SHEET 1 OF 7	DS
DATE JUNE, 2022	FILE NO. AS SHOWN	02
SCALE		DS-5156-4



9E



Carlisle | Wortman
ASSOCIATES, INC.

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

March 27, 2025

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

RE: Continuing Services Contract

Dear Mr. Coddington:

Carlisle|Wortman Associates, Inc. (CWA) is proud of the long-standing partnership we have with Howell Township. Through this partnership we have provided solid continuity with the township's zoning ordinance, master plan updates, and planning projects.

As we seek to renew our latest contractual agreement, we see that you have released a request for proposals. CWA is pleased to have the opportunity to submit the enclosed updated contract for continuing planning and zoning services for consideration. Accordingly, enclosed with this letter please find a proposal to renew our agreement to continue to provide planning services to Howell Township with Paul Montagno acting as principal-in-charge of our services. To reflect our commitment to serving you as a client, the proposed three (3) year agreement includes a retainer that will cover ongoing tasks historically performed on an hourly basis at a discounted monthly fee. This includes all regular calls for consultation on zoning administration questions, regular planning commission meetings, pre-application meetings, and an annual training session. The conversion to a monthly retainer means our new hourly rates would generally be pass-through costs to developers and would also apply to special projects such as ordinance amendments. Please note that we have prepared a proposal for a zoning ordinance update that will be provided separately if you elect to renew a contract with us.

It has been a pleasure to serve the elected leadership and residents of Howell Township for many years, and we enthusiastically look forward to continuing our relationship into the future. Please reach out for questions or clarifications about terms of the proposed contract.

Thank you,

CARLISLE|WORTMAN ASSOC., INC

Benjamin R. Carlisle, AICP, LEED AP
President

Benjamin R. Carlisle, *President* John L. Enos, *Vice President* Douglas J. Lewan, *Principal*
David Scurto, *Principal* Sally M. Elmiger, *Principal* R. Donald Wortman, *Principal* Craig Strong, *Principal*
Paul Montagno, *Principal*, Megan Masson-Minock, *Principal*, Laura Kreps, *Principal*
Richard K. Carlisle, *Past President/Senior Principal*



cwaplan.com | 734•662•2200

Expertise in every area of Planning, Zoning and Community Development.

Carlisle | Wortman Associates has decades of experience serving municipalities throughout the state of Michigan.

Services We Offer:

- Department Management & Staffing (Planning, Building, Community Development)
- Master Plans
- Site Plan Review
- Zoning Ordinance & Regulatory Ordinance Drafting/Development
- Recreation Planning & Design
- Economic Development Services
- Capital Improvement Plans
- Construction Plan Review
- Building Dept Performance Audits
- Permit Fee Studies
- Rental Housing Certification
- Building & MEP Trade Inspections
- Fire Suppression Plan Review and Inspections
- Vacant/Dangerous Building Abatement Inspections
- Residential and Commercial Point Of Sale Inspections





Carlisle | Wortman
ASSOCIATES, INC.

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

AGREEMENT FOR PLANNING CONSULTING SERVICES

THIS AGREEMENT, Entered into this _____ day of _____, 2025 by **Howell Township** hereinafter referred to as the "Client" and **Carlisle|Wortman Associates, Inc.** hereinafter referred to as the "Consultant."

WHEREAS, The Client desires to engage the Consultant to provide planning consulting services.

NOW, THEREFORE, In consideration of the foregoing, and of the mutual agreement hereinafter set forth, the parties hereto legally intending to be bound hereby do agree for themselves and their respective successors and assigns as follows:

SECTION 1.0

SCOPE OF WORK

The Consultant for its part agrees to provide **Planning Consulting Services** in accordance with a Scope of Work described in **Exhibit A** attached hereto.

SECTION 2.0

COLLECTION OF DATA

It is understood that the Consultant will have the cooperation of the Client in the collection of basic data and other information for the above work. This shall include the transmittal of base maps in GIS or AutoCAD files, if available.

SECTION 3.0

SCOPE AND PAYMENT FOR SERVICES

- 3.1 Planning Consultation Services** – At the request of the Client, the Consultant shall perform periodic consultation services relative to development review, in-depth studies, ordinance amendments, and other matters as described in **Exhibit A**. The Consultant shall be paid in accordance with the monthly retainers and hourly rates depicted in **Exhibit B** attached hereto.
- 3.2 Terms of Payment** - The Consultant shall present the Client with an itemized invoice each month based on work performed in the previous month. Invoices shall be paid within thirty (30) days after receipt by the Client.

Benjamin R. Carlisle, *President* John L. Enos, *Vice President* Douglas J. Lewan, *Principal*
David Scurto, *Principal* Sally M. Elmiger, *Principal* R. Donald Wortman, *Principal* Craig Strong, *Principal*
Paul Montagno, *Principal* Megan Masson-Minock, *Principal* Brent Strong, *Principal* Laura Kreps, *Principal*
Richard K. Carlisle, *Past President/Senior Principal*

SECTION 4.0**REPRESENTATION**

It is understood and agreed that **Benjamin Carlisle** will represent the Consultant and **Mike Coddington** will represent the Client in all matters pertaining to this Agreement. **Paul Montagno** and **Joe Pezzotti** will serve as the Planning Consultants. From time to time, the Consultant may use additional personnel within the firm or sub-consultants to assist in the execution of matters pertaining to this contract.

SECTION 5.0**OWNERSHIP OF MATERIALS**

- 5.1** Any work product, materials, and documents produced by CWA pursuant to this Agreement shall be and remain property of Client and shall not be made subject to any copyright unless authorized by Client. CWA hereby assigns to Client the copyright to all works prepared, developed, or created pursuant to the services outlined in this Agreement, including the rights to: (1) reproduce the work; (2) prepare derivative works; (3) distribute copies to the public by sale, rental, lease, or lending; (4) perform the works publicly; and (5) to display the work publicly. CWA waives its right to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.
- 5.2** Other materials, methodology and proprietary work used or provided by CWA to Client not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by CWA and CWA reserves all rights granted to it by any copyright. Client shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Client staff and/or employees; or (2) pursuant to a request under the Michigan Freedom of Information Act, MCL 15,231, *et seq.*, or any other state or federal open records act, to the extent that such statutes apply; or (3) pursuant to law, regulations, or court order. CWA waives any right to prevent its name from being used in connection with the services.
- 5.3** CWA will be provided with a copy of the Client's Freedom of Information Act ("FOIA") policy. Client is responsible for responses to FOIA requests, and CWA shall not directly respond to any third parties regarding any received FOIA requests. Upon receipt of a FOIA request, CWA shall immediately give that request to the Client Clerk. CWA shall provide specific information requested by Client for response to the FOIA request by the date and time requested by the Client Clerk or in a specific format if so requested by the Client Clerk.
- 5.4** If CWA receives a claim for damages, a summons or complaint, a subpoena or other document concerning a request for money damages, a threat of a lawsuit, or any court action proceeding, CWA shall immediately hand deliver these documents to the Client Clerk.
- 5.5** In the event of litigation, Client acknowledges that CWA can only produce information or materials requested at any point in the litigation process with authorization from the Client Attorney or designated Legal Counsel. Client agrees to defend CWA against any and all claims when CWA is operating under the direction of the Client Attorney, or other designated Legal Counsel, regarding such matters.

SECTION 6.0**INSURANCE AND LIMITATION OF LIABILITY**

- 6.1** During the term of this agreement, the Consultant agrees to procure and maintain in effect insurance policies in the amounts and with the types of coverage shown below:
- a) Professional liability insurance protecting the Consultant and its employees in an amount not less than \$2,000,000.
 - b) Workers Compensation Insurance in the form and amount required by Michigan law.
 - c) Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
- 6.2** The Client and the Consultant shall have no liability to each other for any claim relating to this agreement in excess of the fees and expenses paid to the Consultant except pursuant to indemnification obligations concerning third party claims under Section 7.0. In no event shall the Client and the Consultant be liable to each other for indirect, special, incidental, or consequential damages, even if the Client and the Consultant have been advised of the possibility of such damages. Except as otherwise specifically provided in this agreement, neither party's liability to the other party under this Agreement shall exceed the total amounts paid or payable by the Client under this agreement.

SECTION 7.0**INDEMNIFICATION**

CWA agrees, to the fullest extent permitted by law, to indemnify and hold Client harmless from damages and losses arising from the negligent acts, errors or omissions of CWA in the performance of professional services under this Agreement, to the extent that CWA is responsible for such damages and losses on a comparative basis of fault and responsibility between CWA and Client. CWA is not obligated to indemnify Client for Client's own negligence.

SECTION 8.0**GENERAL PROVISIONS**

- 8.1** The Exhibits attached to and referenced in this Agreement are incorporated into this Agreement by reference and expressly made an integral and component part of this Agreement for all purposes and shall be binding upon the Parties. References to any Exhibit in this Agreement shall be deemed to include this reference and incorporation.
- 8.2** Any notice under this Agreement shall be addressed and directed to the representatives of the Parties identified in Section 4.0.
- 8.3** The headings contained in this Agreement are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

- 8.4 This Agreement is intended solely for the mutual benefit of the Parties hereto, and there is no intention, expressed or otherwise, to create any rights or interest for any party or person other than the Parties.
- 8.5 CWA shall perform the services under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with Client other than as a contracting party and independent contractor. Employees of CWA shall not be deemed to be employees of Client for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security, or any other purpose.
- 8.6 CWA will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CWA will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 8.7 Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to Client, its officials, employees, contractors, agents, volunteers, or any other person acting on behalf of Client and, in particular, governmental immunity afforded or available pursuant to the Michigan Governmental Immunity Act, MCL 691.1401, *et. seq.*
- 8.8 This Agreement constitutes the entire agreement between the Parties, and all prior discussion, agreements and understandings, whether verbal or in writing, are merged into this Agreement.
- 8.9 If any section, subsection, clause, phrase or portion of this Agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, that portion shall be considered a separate, distinct and independent portion of this Agreement, and the remaining portions of this Agreement shall remain in full force and effect.

SECTION 9.0

TERMS OF AGREEMENT

The term of this Agreement shall be for a period **from the date first entered into through June 30, 2028** unless mutually extended. In the event services continue to be provided after the expiration of this agreement, all rates and fees shall be adjusted by five percent (5%) annually unless otherwise agreed upon.

This Agreement may be terminated by either the Client or Consultant individually or jointly upon sixty (60) days written notice. Compensation during the notice period would be paid by the Client to the Consultant if services are faithfully rendered to the Client.

IN WITNESS WHEREOF, The Consultant and the Client execute this Agreement as of the date first set forth in this Agreement.

WITNESS

CLIENT

Mike Coddington
Supervisor
Howell Township

Sue Daus
Clerk
Howell Township

WITNESS

CONSULTANT

Benjamin Carlisle, AICP
President
Carlisle Wortman Associates, Inc.

EXHIBIT A SCOPE OF WORK

All Planning consultation work will be performed in accordance with the rate schedule shown in **Exhibit B** attached hereto. Such work shall include but is not limited to the following:

A. General Planning & Zoning Consultation Services (monthly retainer)

The consultant agrees to provide the Client with general consultation services for planning, zoning, and land use matters. Services shall include:

- 1) Attendance at one (1) regular Planning Commission meeting per month.
- 2) Unlimited telephone/email consultation with elected officials and staff.
- 3) Attend preapplication meetings upon request.
- 4) Keep Township officials current on changes in State planning and zoning enabling legislation, grant programs, and latest planning issues.
- 5) Upon request, conduct up to one (1) annual workshop with the Planning Commission, Township Board, and/or Zoning Board of Appeals on subject matter tailored to the Township's request.

B. Development Review and Other Services (hourly rate)

As needed, CWA will provide development review for all site plans, special land use requests, rezoning, etc. Reviews will be transmitted to the Township in a timely fashion (ideally the week prior to the scheduled meeting for the agenda item) to allow Planning Commission members ample time to review the information. We will be available to attend Township Planning Commission meetings to explain our review comments and to provide general assistance and consultation to the Planning Commission.

Development review services and any additional work including attendance at meetings such as the ZBA or BOT that are not covered by the retainer, ordinance amendments, and Master Plan work shall be performed and invoiced on an hourly basis in accordance with the rates listed in **Exhibit B** attached hereto. Applicants deposit funds into an escrow account with the Township which is used to pay for services so that applicants, not the general fund, can be charged the appropriate review fees.

C. Major Studies and Ordinance Amendments (hourly rate or cost proposal)

From time to time, the Client may request that CWA perform more in-depth studies, ordinance amendments, etc. In such cases, the Consultant will bill time based on the current hourly rates listed in **Exhibit B** or provide the Client with a **written cost proposal** for approval upon request.

EXHIBIT B RATES & FEES

A. Monthly Retainer

The monthly retainer for General Planning & Zoning Consultation Services described in Exhibit A, section A shall be as follows:

Monthly Retainer	2025-26 Rates	2026-27 Rates	2027-28 Rates
	\$1,100	\$1,150	\$1,200

**Rates shall change on July 1st 2026 and July 1st 2027 to align with the Client's fiscal year.*

B. Hourly Rates

Project Team	2025-26 Rates	2026-27 Rates	2027-28 Rates
Principal (P. Montagno)	\$150	\$155	\$160
Senior Associate	\$135	\$140	\$145
Associate Planner	\$125	\$130	\$135
Community Planner (M. Marin)	\$115	\$120	\$125
Graphics (GIS) Technician	\$100	\$105	\$110
Code Enforcement Officer	\$65	\$70	\$75
Support Staff	\$85	\$90	\$95

**2025-26 rates will apply from the effective date of this Agreement through March 31, 2026; subsequent rate adjustments shall occur on April 1st each year to align with the Client's fiscal year.*

C. Miscellaneous Fees

Expenses	Rate
AutoCAD Operation	\$35/hr
Mileage	\$0.70/mi.
Supplies, Prints, Mailing	Actual cost + 20%

9F

LANDSCAPING CONTRACT

THIS AGREEMENT is made on the ____ day of _____, 2025, by and between Howell Township, a Michigan municipal corporation whose address is 3525 Byron Road, Howell, Michigan 48855 ("Township") and **Sharpe's Outdoor Services**, a Michigan **LLC** whose address is **2960 Harvest Dr Howell, MI 48843** for the purpose of Contractor serving as an independent contractor providing landscaping services for Township (the "Agreement").

Township and Contractor both agree to the following terms:

1. **SERVICES TO BE PERFORMED.** Contractor, upon the conditions hereinafter set forth, agrees to perform the following landscaping services for Township at the Township Hall and Gazebo:
 - A. Weeding at least once per month for the months of **[APRIL-OCTOBER]**.
 - B. Shrub trimming once per year.
 - C. Mulch to be placed on a date agreed to by the Township and Contractor, but no later than **MAY 15 TH**.
 - D. Additional landscaping services as mutually agreed to by the Contractor and Township.
2. **TERMS OF PAYMENT AND COST.** Township will pay Contractor only for work actually performed. Contractor will invoice Township on a monthly basis such invoices shall be due thirty (30) days from receipt and will include an itemized list of all services performed and according to the following terms and conditions:
 - A. The service referenced in section 1.A will be **\$ 165** per weeding service completed.
 - B. The service referenced in section 1.B will be **\$ 250** per shrub trimming service completed.
 - C. The service referenced in section 1.C will be a lump sum payment of **\$900**.
3. **INCLEMENT WEATHER.** In the event weather prohibits Contractor from completing the landscaping services pursuant to the schedule set forth in Section 1 of this Agreement, Contractor shall notify Township and establish a mutually agreeable timeframe for completion of the landscaping services.
4. **ASSIGNMENT.** This Agreement may not be assigned or subcontracted without the written consent of Township.

5. **PERMITS AND LICENSES.** Contractor is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out the business, the tasks to be performed under this Agreement, and will provide confirming documentation promptly at Township's request. If at any time Contractor is no longer in compliance with the required permits and licenses Contractor will promptly provide notice to the Township.
6. **INSTRUMENTALITIES.** Contractor will supply all equipment, tools, materials and supplies necessary to accomplish the designated services.
7. **EXPENSES.** Contractor is responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; telephone service cost; and all salary, expenses, and other compensation paid to employees or contract personnel that Contractor hires to complete the work under this Agreement.
8. **GENERAL SUPERVISION.** Contractor retains the sole right to control or direct how the services described in this Agreement are to be performed, so long as Contractor does so in a lawful manner that is consistent with all other provisions in this Agreement and industry standards. Township retains the right to inspect at intervals of its own choosing, to stop work, to prescribe alterations, and generally to approve the work to ensure its conformity with the terms specified in this Agreement.
9. **INDEPENDENT CONTRACTOR STATUS.** Contractor agrees to and represents the following:
 - A. Contractor fully intends to perform services for third parties during the term of this Agreement.
 - B. The services required by this Agreement will be performed by Contractor, or Contractor's employees or contract personnel, and Township will not hire, supervise, or pay any assistants to help Contractor.
 - C. Neither Contractor nor Contractor's employees or contract personnel (if any) will receive any training from Township in the professional skills necessary to perform the services required by this Agreement.
 - D. Neither Contractor nor Contractor's employees or contract personnel (if any) is required to devote full time to the performance of the services required by this Agreement.
 - E. Contractor does not receive the majority of its annual compensation from Township.

10. **NO PAYROLL TAXES, EMPLOYMENT TAXES, WORKERS' COMPENSATION or UNEMPLOYMENT COMPENSATION.** Township will not withhold or pay payroll or employment taxes of any kind for or on behalf of Contractor. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. Township has not and will not obtain workers' compensation insurance on account of Contractor or Contractor's employees or contract personnel. Township will not make state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.
11. **LIABILITY.** Contractor will be responsible for any and all losses, liabilities, damages, injuries, claims, charges, and costs to persons or property that in any way arise out of or relate to the performance of the services provided by Contractor or its employees or contract personnel.
12. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Township, its elected officials, employees and volunteers and others working on behalf of the Township against any and all claims, suits, damages, losses, or expenses, including but not limited to attorney's fees, arising out of, relating to, or resulting from the Contractor's performance of the services under this Agreement or the performance of such services by any employee, agent, or subcontractor of Contractor.
13. **LIABILITY INSURANCE.** During the term of this Agreement, Contractor shall maintain comprehensive general liability, auto, and professional insurance, as is appropriate to furnish comprehensive coverage for all work to be performed under this Agreement by Contractor, and providing for minimum amounts of five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) annual aggregate limits. Such insurance obtained by Contractor shall name Township as an additional insured by means of an appropriate certificate and/or endorsement in a form acceptable to Township. Contractor will supply Township with evidence of such insurance for verification from time to time as Township may request.
14. **COMMENCEMENT.** This Agreement will become effective when signed by both parties.
15. **NOTICES.** All notices or other communications required or permitted to be given by Contractor or Township under this Agreement, unless otherwise stated, shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to Township at 3525 Byron Road, Howell, Michigan 48855, and to Contractor at **2960 Harvest Dr Howell MI 48843**. Notice of any change of address by Contractor must be promptly given to Township.

16. **TERMINATION.** This Agreement shall be for a term of two (2) years following the commencement date and shall automatically renew for additional one (1) year terms unless either party provides at least sixty (60) days' prior written notice to the other of its intent not to renew. In the event either party is in breach of any terms or conditions set forth in this Agreement, the non-breaching party may provide the other with written notice of the breach, upon receipt the breaching party shall have five (5) calendar days to cure the breach. In the event the breaching party fails to cure during the applicable five (5) day period, the non-breaching party may immediately terminate this Agreement by providing written notice to the other party.
17. **AMENDMENT.** This Agreement may be extended, renewed, altered, modified, or amended only by written agreement signed by both parties. All provisions of this Agreement shall apply to all services and all periods of time during which Contractor provides services to Township.
18. **APPLICABLE LAW and WAIVER.** This Agreement will be governed by the laws of the State of Michigan. The waiver of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach.
19. **ENTIRE AGREEMENT.** This contract represents the entire understanding between Township and Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this Agreement.

AGREED to this ____ day of _____, 2025, at _____, State of Michigan.

Howell Township:

Sharpe's Outdoor Services, LLC:

By: Mike Coddington, Supervisor

Dustin Sharpe
By: **[INSERT NAME]**, Agent

Approved and authorized by the Howell Township
Board on _____, 2025.

LANDSCAPING CONTRACT

THIS AGREEMENT is made on the ____ day of _____, 2025, by and between Howell Township, a Michigan municipal corporation whose address is 3525 Byron Road, Howell, Michigan 48855 ("Township") and [Loveland's Landscaping, LLC], a Michigan [LLC] whose address is [2500 Popple Ln Howell, MI 48855] ("Contractor") for the purpose of Contractor serving as an independent contractor providing landscaping services for Township (the "Agreement").

Township and Contractor both agree to the following terms:

1. **SERVICES TO BE PERFORMED.** Contractor, upon the conditions hereinafter set forth, agrees to perform the following landscaping services for Township at the Township Hall and Gazebo:
 - A. Weeding at least once per month for the months of [APRIL-OCTOBER].
 - B. Shrub trimming once per year.
 - C. Mulch to be placed on a date agreed to by the Township and Contractor, but no later than [May 15th, 2025].
 - D. Additional landscaping services as mutually agreed to by the Contractor and Township.
2. **TERMS OF PAYMENT AND COST.** Township will pay Contractor only for work actually performed. Contractor will invoice Township on a monthly basis such invoices shall be due thirty (30) days from receipt and will include an itemized list of all services performed and according to the following terms and conditions:
 - A. The service referenced in section 1.A will be \$400.00 per weeding service completed.
 - B. The service referenced in section 1.B will be \$450.00 per shrub trimming service completed.
 - C. The service referenced in section 1.C will be a lump sum payment of \$1,507.00.
3. **INCLEMENT WEATHER.** In the event weather prohibits Contractor from completing the landscaping services pursuant to the schedule set forth in Section 1 of this Agreement, Contractor shall notify Township and establish a mutually agreeable timeframe for completion of the landscaping services.
4. **ASSIGNMENT.** This Agreement may not be assigned or subcontracted without the written consent of Township.
5. **PERMITS AND LICENSES.** Contractor is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licenses of

any kind that may be required to carry out the business, the tasks to be performed under this Agreement, and will provide confirming documentation promptly at Township's request. If at any time Contractor is no longer in compliance with the required permits and licenses Contractor will promptly provide notice to the Township.

6. **INSTRUMENTALITIES.** Contractor will supply all equipment, tools, materials and supplies necessary to accomplish the designated services.
7. **EXPENSES.** Contractor is responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; telephone service cost; and all salary, expenses, and other compensation paid to employees or contract personnel that Contractor hires to complete the work under this Agreement.
8. **GENERAL SUPERVISION.** Contractor retains the sole right to control or direct how the services described in this Agreement are to be performed, so long as Contractor does so in a lawful manner that is consistent with all other provisions in this Agreement and industry standards. Township retains the right to inspect at intervals of its own choosing, to stop work, to prescribe alterations, and generally to approve the work to ensure its conformity with the terms specified in this Agreement.
9. **INDEPENDENT CONTRACTOR STATUS.** Contractor agrees to and represents the following:
 - A. Contractor fully intends to perform services for third parties during the term of this Agreement.
 - B. The services required by this Agreement will be performed by Contractor, or Contractor's employees or contract personnel, and Township will not hire, supervise, or pay any assistants to help Contractor.
 - C. Neither Contractor nor Contractor's employees or contract personnel (if any) will receive any training from Township in the professional skills necessary to perform the services required by this Agreement.
 - D. Neither Contractor nor Contractor's employees or contract personnel (if any) is required to devote full time to the performance of the services required by this Agreement.
 - E. Contractor does not receive the majority of its annual compensation from Township.
10. **NO PAYROLL TAXES, EMPLOYMENT TAXES, WORKERS' COMPENSATION**

or UNEMPLOYMENT COMPENSATION. Township will not withhold or pay payroll or employment taxes of any kind for or on behalf of Contractor. The payroll or

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employment taxes that are the subject of this paragraph include but are not limited to FICA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. Township has not and will not obtain workers' compensation insurance on account of Contractor or Contractor's employees or contract personnel. Township will not make state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

11. **LIABILITY.** Contractor will be responsible for any and all losses, liabilities, damages, injuries, claims, charges, and costs to persons or property that in any way arise out of or relate to the performance of the services provided by Contractor or its employees or contract personnel.
12. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Township, its elected officials, employees and volunteers and others working on behalf of the Township against any and all claims, suits, damages, losses, or expenses, including but not limited to attorney's fees, arising out of, relating to, or resulting from the Contractor's performance of the services under this Agreement or the performance of such services by any employee, agent, or subcontractor of Contractor.
13. **LIABILITY INSURANCE.** During the term of this Agreement, Contractor shall maintain comprehensive general liability, auto, and professional insurance, as is appropriate to furnish comprehensive coverage for all work to be performed under this Agreement by Contractor, and providing for minimum amounts of five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) annual aggregate limits. Such insurance obtained by Contractor shall name Township as an additional insured by means of an appropriate certificate and/or endorsement in a form acceptable to Township. Contractor will supply Township with evidence of such insurance for verification from time to time as Township may request.
14. **COMMENCEMENT.** This Agreement will become effective when signed by both parties.
15. **NOTICES.** All notices or other communications required or permitted to be given by Contractor or Township under this Agreement, unless otherwise stated, shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to Township at 3525 Byron Road, Howell, Michigan 48855, and to Contractor at **[2500 Popple Ln Howell, MI 48855]**. Notice of any change of address by Contractor must be promptly given to Township.

16. **TERMINATION.** This Agreement shall be for a term of two (2) years following the commencement date and shall automatically renew for additional one (1) year terms unless either party provides at least sixty (60) days' prior written notice to the other of its intent not to renew. In the event either party is in breach of any terms or conditions set forth in this Agreement, the non-breaching party may provide the other with written notice of the

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breach, upon receipt the breaching party shall have five (5) calendar days to cure the breach. In the event the breaching party fails to cure during the applicable five (5) day period, the non-breaching party may immediately terminate this Agreement by providing written notice to the other party.

17. **AMENDMENT.** This Agreement may be extended, renewed, altered, modified, or amended only by written agreement signed by both parties. All provisions of this Agreement shall apply to all services and all periods of time during which Contractor provides services to Township.

18. **APPLICABLE LAW and WAIVER.** This Agreement will be governed by the laws of the State of Michigan. The waiver of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach.

19. **ENTIRE AGREEMENT.** This contract represents the entire understanding between Township and Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this Agreement.

AGREED to this ____ day of _____, 2025, at _____, State of Michigan.

Howell Township: **Loveland's Landscaping, LLC:**

Coddington, Supervisor By: **Jacob Loveland,** Agent By: Mike

Approved and authorized by the Howell
Township Board on _____, 2025.

Sprungtown Outdoor Services

10500 N Antcliff Rd.

Fowlerville MI, 48836

517 375 2422

Date: February 23, 2025

Re: Howell Township Service Bids

To: Howell Township

3525 Byron Rd. Howell MI 48855

From: Sprungtown Outdoor Services (Jonathan Black)

10500 N Antcliff Rd. Fowlerville MI 48836

Dear Sir/Madam,

Although I contracted services for Howell Township in 2024, I wanted to shed some light on who I am. I moved to Cohoctah in 2019, purchasing my first home. My wife and I were married on our property in the summer of 2020. In 2024, I transitioned my part-time business into a full-time business. In 2025, as my wife and I will welcome our first child, I am eager to expand services and continue my business growth, while building relationships within the community.

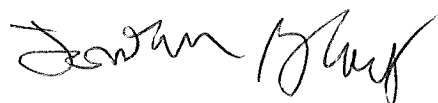
I appreciate the privilege to submit my bids for Lawn Service, Landscape, and Snow Removal for Howell Township. I have worked in this industry for almost 15 years and truly love what I do. In 2024, I decided to leave my full-time job with a reputable outdoor service company and transition my part-time company into a full-time business. 2024 was a great year and as I loved the company I worked for, I do not regret making the change while continuing to build our business. The connections and friendships I worked on are of great value to my family and me. I enjoyed turning the corner with our business and look forward to a great 2025.

As you can see from my packet, I am an LLC company and have current acceptable insurance. I also carry acceptable auto and umbrella coverage. I have already talked with my insurance company, and listing Howell Township as additional insured will not be a problem if my services are accepted. I am willing to submit to a full background check and drug testing at any time at the expense of the township.

I eagerly await your review and approval of my services. I The services bid can have additional work requested with an agreement between myself and Howell Township leadership.

Owner/Operator

Jonathan M. Black Jr.



LANDSCAPING CONTRACT

THIS AGREEMENT is made on the ____ day of _____, 2025, by and between Howell Township, a Michigan municipal corporation whose address is 3525 Byron Road, Howell, Michigan 48855 ("Township") and [Sprungtown Outdoor Services], a Michigan [LLC] whose address is [10500 N. Antcliff Road Fowlerville MI 48836] ("Contractor") for the purpose of Contractor serving as an independent contractor providing landscaping services for Township (the "Agreement").

Township and Contractor both agree to the following terms:

1. **SERVICES TO BE PERFORMED.** Contractor, upon the conditions hereinafter set forth, agrees to perform the following landscaping services for Township at the Township Hall and Gazebo:
 - A. Weeding at least once per month for the months of [APRIL-OCTOBER].
 - B. Shrub trimming once per year.
 - C. Mulch to be placed on a date agreed to by the Township and Contractor, but no later than [June 30, 2025].
 - D. Additional landscaping services as mutually agreed to by the Contractor and Township.
2. **TERMS OF PAYMENT AND COST.** Township will pay Contractor only for work actually performed. Contractor will invoice Township on a monthly basis such invoices shall be due thirty (30) days from receipt and will include an itemized list of all services performed and according to the following terms and conditions:
 - A. The service referenced in section 1.A will be \$ 100.00 __ per weeding service completed.
 - B. The service referenced in section 1.B will be \$ 100.00 __ per shrub trimming service completed.
 - C. The service referenced in section 1.C will be a lump sum payment of \$ 1500.00 (\$75 yd).
3. **INCLEMENT WEATHER.** In the event weather prohibits Contractor from completing the landscaping services pursuant to the schedule set forth in Section 1 of this Agreement, Contractor shall notify Township and establish a mutually agreeable timeframe for completion of the landscaping services.
4. **ASSIGNMENT.** This Agreement may not be assigned or subcontracted without the written consent of Township.
5. **PERMITS AND LICENSES.** Contractor is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licenses of

employment taxes that are the subject of this paragraph include but are not limited to FICA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. Township has not and will not obtain workers' compensation insurance on account of Contractor or Contractor's employees or contract personnel. Township will not make state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

11. **LIABILITY.** Contractor will be responsible for any and all losses, liabilities, damages, injuries, claims, charges, and costs to persons or property that in any way arise out of or relate to the performance of the services provided by Contractor or its employees or contract personnel.
12. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Township, its elected officials, employees and volunteers and others working on behalf of the Township against any and all claims, suits, damages, losses, or expenses, including but not limited to attorney's fees, arising out of, relating to, or resulting from the Contractor's performance of the services under this Agreement or the performance of such services by any employee, agent, or subcontractor of Contractor.
13. **LIABILITY INSURANCE.** During the term of this Agreement, Contractor shall maintain comprehensive general liability, auto, and professional insurance, as is appropriate to furnish comprehensive coverage for all work to be performed under this Agreement by Contractor, and providing for minimum amounts of five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) annual aggregate limits. Such insurance obtained by Contractor shall name Township as an additional insured by means of an appropriate certificate and/or endorsement in a form acceptable to Township. Contractor will supply Township with evidence of such insurance for verification from time to time as Township may request.
14. **COMMENCEMENT.** This Agreement will become effective when signed by both parties.
15. **NOTICES.** All notices or other communications required or permitted to be given by Contractor or Township under this Agreement, unless otherwise stated, shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to Township at 3525 Byron Road, Howell, Michigan 48855, and to Contractor at **[10500 N. Antcliff Road Fowlerville MI 48836]**. Notice of any change of address by Contractor must be promptly given to Township.
16. **TERMINATION.** This Agreement shall be for a term of two (2) years following the commencement date and shall automatically renew for additional one (1) year terms unless either party provides at least sixty (60) days' prior written notice to the other of its intent not to renew. In the event either party is in breach of any terms or conditions set forth in this Agreement, the non-breaching party may provide the other with written notice of the

breach, upon receipt the breaching party shall have five (5) calendar days to cure the breach. In the event the breaching party fails to cure during the applicable five (5) day period, the non-breaching party may immediately terminate this Agreement by providing written notice to the other party.

17. **AMENDMENT.** This Agreement may be extended, renewed, altered, modified, or amended only by written agreement signed by both parties. All provisions of this Agreement shall apply to all services and all periods of time during which Contractor provides services to Township.
18. **APPLICABLE LAW and WAIVER.** This Agreement will be governed by the laws of the State of Michigan. The waiver of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach.
19. **ENTIRE AGREEMENT.** This contract represents the entire understanding between Township and Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this Agreement.

AGREED to this ____ day of _____, 2025, at _____, State of Michigan.

Howell Township:

[Sprungtown Outdoor Services], LLC:

By: Mike Coddington, Supervisor

By: **[Jonathan Black]**, Agent

Approved and authorized by the Howell
Township Board on _____, 2025.

LANDSCAPING CONTRACT

THIS AGREEMENT is made on the ____ day of _____, 2025, by and between Howell Township, a Michigan municipal corporation whose address is 3525 Byron Road, Howell, Michigan 48855 ("Township") and [INSERT COMPANY NAME], a Michigan [INSERT TYPE OF ENTITY] whose address is [INSERT ADDRESS] ("Contractor") for the purpose of Contractor serving as an independent contractor providing landscaping services for Township (the "Agreement").

Township and Contractor both agree to the following terms:

1. **SERVICES TO BE PERFORMED.** Contractor, upon the conditions hereinafter set forth, agrees to perform the following landscaping services for Township at the Township Hall and Gazebo:
 - A. Weeding at least once per month for the months of [APRIL-OCTOBER].
 - B. Shrub trimming once per year.
 - C. Mulch to be placed on a date agreed to by the Township and Contractor, but no later than [INSERT DATE].
 - D. Additional landscaping services as mutually agreed to by the Contractor and Township.
2. **TERMS OF PAYMENT AND COST.** Township will pay Contractor only for work actually performed. Contractor will invoice Township on a monthly basis such invoices shall be due thirty (30) days from receipt and will include an itemized list of all services performed and according to the following terms and conditions:
 - A. The service referenced in section 1.A will be \$175.00 per weeding service completed.
 - B. The service referenced in section 1.B will be \$150.00 per shrub trimming service completed.
 - C. The service referenced in section 1.C will be a lump sum payment of \$2,220.
3. **INCLEMENT WEATHER.** In the event weather prohibits Contractor from completing the landscaping services pursuant to the schedule set forth in Section 1 of this Agreement, Contractor shall notify Township and establish a mutually agreeable timeframe for completion of the landscaping services.
4. **ASSIGNMENT.** This Agreement may not be assigned or subcontracted without the written consent of Township.
5. **PERMITS AND LICENSES.** Contractor is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licenses of

employment taxes that are the subject of this paragraph include but are not limited to FICA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. Township has not and will not obtain workers' compensation insurance on account of Contractor or Contractor's employees or contract personnel. Township will not make state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

11. **LIABILITY.** Contractor will be responsible for any and all losses, liabilities, damages, injuries, claims, charges, and costs to persons or property that in any way arise out of or relate to the performance of the services provided by Contractor or its employees or contract personnel.
12. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Township, its elected officials, employees and volunteers and others working on behalf of the Township against any and all claims, suits, damages, losses, or expenses, including but not limited to attorney's fees, arising out of, relating to, or resulting from the Contractor's performance of the services under this Agreement or the performance of such services by any employee, agent, or subcontractor of Contractor.
13. **LIABILITY INSURANCE.** During the term of this Agreement, Contractor shall maintain comprehensive general liability, auto, and professional insurance, as is appropriate to furnish comprehensive coverage for all work to be performed under this Agreement by Contractor, and providing for minimum amounts of five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) annual aggregate limits. Such insurance obtained by Contractor shall name Township as an additional insured by means of an appropriate certificate and/or endorsement in a form acceptable to Township. Contractor will supply Township with evidence of such insurance for verification from time to time as Township may request.
14. **COMMENCEMENT.** This Agreement will become effective when signed by both parties.
15. **NOTICES.** All notices or other communications required or permitted to be given by Contractor or Township under this Agreement, unless otherwise stated, shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to Township at 3525 Byron Road, Howell, Michigan 48855, and to Contractor at [INSERT ADDRESS]. Notice of any change of address by Contractor must be promptly given to Township.
16. **TERMINATION.** This Agreement shall be for a term of two (2) years following the commencement date and shall automatically renew for additional one (1) year terms unless either party provides at least sixty (60) days' prior written notice to the other of its intent not to renew. In the event either party is in breach of any terms or conditions set forth in this Agreement, the non-breaching party may provide the other with written notice of the

breach, upon receipt the breaching party shall have five (5) calendar days to cure the breach. In the event the breaching party fails to cure during the applicable five (5) day period, the non-breaching party may immediately terminate this Agreement by providing written notice to the other party.

17. **AMENDMENT.** This Agreement may be extended, renewed, altered, modified, or amended only by written agreement signed by both parties. All provisions of this Agreement shall apply to all services and all periods of time during which Contractor provides services to Township.

18. **APPLICABLE LAW and WAIVER.** This Agreement will be governed by the laws of the State of Michigan. The waiver of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach.

19. **ENTIRE AGREEMENT.** This contract represents the entire understanding between Township and Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this Agreement.

AGREED to this ____ day of _____, 2025, at _____, State of Michigan.

Howell Township:

[INSERT NAME], LLC:

By: Mike Coddington, Supervisor

By: [INSERT NAME], Agent

Approved and authorized by the Howell
Township Board on _____, 2025.

LANDSCAPING CONTRACT

THIS AGREEMENT is made on the 27th day of March, 2025, by and between Howell Township, a Michigan municipal corporation whose address is 3525 Byron Road, Howell, Michigan 48855 ("Township") and **Evergreen Irrigation, Inc.**, a Michigan **S-Corp Landscaping Company** whose address is **386 Lucy Road** ("Contractor") for the purpose of Contractor serving as an independent contractor providing landscaping services for Township (the "Agreement").

Township and Contractor both agree to the following terms:

1. **SERVICES TO BE PERFORMED.** Contractor, upon the conditions hereinafter set forth, agrees to perform the following landscaping services for Township at the Township Hall and Gazebo:
 - A. Weeding at least once per month for the months of **[APRIL-OCTOBER]**.
 - B. Shrub trimming once per year.
 - C. Mulch to be placed on a date agreed to by the Township and Contractor, but no later than **5/31**.
 - D. Additional landscaping services as mutually agreed to by the Contractor and Township.
2. **TERMS OF PAYMENT AND COST.** Township will pay Contractor only for work actually performed. Contractor will invoice Township on a monthly basis such invoices shall be due thirty (30) days from receipt and will include an itemized list of all services performed and according to the following terms and conditions:
 - A. The service referenced in section 1.A will be \$65.00_ per weeding service completed.
 - B. The service referenced in section 1.B will be \$55.00 per shrub trimming service completed.
 - C. The service referenced in section 1.C will be a lump sum payment of \$1850.00.
15 Yards of hardwood mulch installed and bed prep
3. **INCLEMENT WEATHER.** In the event weather prohibits Contractor from completing the landscaping services pursuant to the schedule set forth in Section 1 of this Agreement, Contractor shall notify Township and establish a mutually agreeable timeframe for completion of the landscaping services.
4. **ASSIGNMENT.** This Agreement may not be assigned or subcontracted without the written consent of Township.
5. **PERMITS AND LICENSES.** Contractor is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licenses of

any kind that may be required to carry out the business, the tasks to be performed under this Agreement, and will provide confirming documentation promptly at Township's request. If at any time Contractor is no longer in compliance with the required permits and licenses Contractor will promptly provide notice to the Township.

6. **INSTRUMENTALITIES.** Contractor will supply all equipment, tools, materials and supplies necessary to accomplish the designated services.
7. **EXPENSES.** Contractor is responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; telephone service cost; and all salary, expenses, and other compensation paid to employees or contract personnel that Contractor hires to complete the work under this Agreement.
8. **GENERAL SUPERVISION.** Contractor retains the sole right to control or direct how the services described in this Agreement are to be performed, so long as Contractor does so in a lawful manner that is consistent with all other provisions in this Agreement and industry standards. Township retains the right to inspect at intervals of its own choosing, to stop work, to prescribe alterations, and generally to approve the work to ensure its conformity with the terms specified in this Agreement.
9. **INDEPENDENT CONTRACTOR STATUS.** Contractor agrees to and represents the following:
 - A. Contractor fully intends to perform services for third parties during the term of this Agreement.
 - B. The services required by this Agreement will be performed by Contractor, or Contractor's employees or contract personnel, and Township will not hire, supervise, or pay any assistants to help Contractor.
 - C. Neither Contractor nor Contractor's employees or contract personnel (if any) will receive any training from Township in the professional skills necessary to perform the services required by this Agreement.
 - D. Neither Contractor nor Contractor's employees or contract personnel (if any) is required to devote full time to the performance of the services required by this Agreement.
 - E. Contractor does not receive the majority of its annual compensation from Township.
10. **NO PAYROLL TAXES, EMPLOYMENT TAXES, WORKERS' COMPENSATION or UNEMPLOYMENT COMPENSATION.** Township will not withhold or pay payroll or employment taxes of any kind for or on behalf of Contractor. The payroll or

employment taxes that are the subject of this paragraph include but are not limited to FICA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. Township has not and will not obtain workers' compensation insurance on account of Contractor or Contractor's employees or contract personnel. Township will not make state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

11. **LIABILITY.** Contractor will be responsible for any and all losses, liabilities, damages, injuries, claims, charges, and costs to persons or property that in any way arise out of or relate to the performance of the services provided by Contractor or its employees or contract personnel.
12. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Township, its elected officials, employees and volunteers and others working on behalf of the Township against any and all claims, suits, damages, losses, or expenses, including but not limited to attorney's fees, arising out of, relating to, or resulting from the Contractor's performance of the services under this Agreement or the performance of such services by any employee, agent, or subcontractor of Contractor.
13. **LIABILITY INSURANCE.** During the term of this Agreement, Contractor shall maintain comprehensive general liability, auto, and professional insurance, as is appropriate to furnish comprehensive coverage for all work to be performed under this Agreement by Contractor, and providing for minimum amounts of five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) annual aggregate limits. Such insurance obtained by Contractor shall name Township as an additional insured by means of an appropriate certificate and/or endorsement in a form acceptable to Township. Contractor will supply Township with evidence of such insurance for verification from time to time as Township may request.
14. **COMMENCEMENT.** This Agreement will become effective when signed by both parties.
15. **NOTICES.** All notices or other communications required or permitted to be given by Contractor or Township under this Agreement, unless otherwise stated, shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to Township at 3525 Byron Road, Howell, Michigan 48855, and to Contractor at **386 Lucy Road, Howell MI**. Notice of any change of address by Contractor must be promptly given to Township.
16. **TERMINATION.** This Agreement shall be for a term of two (2) years following the commencement date and shall automatically renew for additional one (1) year terms unless either party provides at least sixty (60) days' prior written notice to the other of its intent not to renew. In the event either party is in breach of any terms or conditions set forth in this Agreement, the non-breaching party may provide the other with written notice of the

breach, upon receipt the breaching party shall have five (5) calendar days to cure the breach. In the event the breaching party fails to cure during the applicable five (5) day period, the non-breaching party may immediately terminate this Agreement by providing written notice to the other party.

17. **AMENDMENT.** This Agreement may be extended, renewed, altered, modified, or amended only by written agreement signed by both parties. All provisions of this Agreement shall apply to all services and all periods of time during which Contractor provides services to Township.

18. **APPLICABLE LAW and WAIVER.** This Agreement will be governed by the laws of the State of Michigan. The waiver of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach.

19. **ENTIRE AGREEMENT.** This contract represents the entire understanding between Township and Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this Agreement.

AGREED to this 27th day of March, 2025, at _____, State of Michigan.

Howell Township:

By: Mike Coddington, Supervisor

Evergreen Outdoor, Inc.



By: **Carol Brockway**, Agent

Approved and authorized by the Howell
Township Board on _____, 2025.

9G

LAWNCARE SERVICES CONTRACT

THIS AGREEMENT is made on the ____ day of _____, 2025, by and between Howell Township, a Michigan municipal corporation whose address is 3525 Byron Road, Howell, Michigan 48855 ("Township") and [42 North Outdoor Services], a Michigan [Limited Liability Company] whose address [5987 Lovejoy Rd. Byron MI 48418] ("Contractor") for the purpose of Contractor serving as an independent contractor providing lawncare services for Township (the "Agreement").

Township and Contractor both agree to the following terms:

1. **SERVICES TO BE PERFORMED.** Contractor, upon the conditions hereinafter set forth, agrees to perform landscaping services for Township at the following locations:

A. Township Hall, 3525 Byron Road, Howell:

- a. Areas to be mowed weekly billed at \$ 75 . ____ per service completed:
 - i. The lawn areas surrounding the Township Hall.
- b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris and refuse twice per year billed at \$ 300 . ____ per service completed:
 - i. The lawn areas surrounding the Township Hall.
- c. Brush hogging twice per year on dates agreed upon by the Township to be billed at \$ 300 . ____ per service completed:
 - i. The remainder of the Township Hall grounds.

B. Howell Township Wastewater Treatment Plant, 1222 Packard Drive, Howell:

- a. Areas to be mowed weekly or as needed, billed at \$ 200 . ____ per service completed:
 - i. The entire fenced in Wastewater Treatment Plant grounds.
 - ii. The lawn areas along the driveway.
- b. Areas to be mowed monthly billed at \$ 200 . ____ per service completed:
 - i. The lawn area around the lagoons or bodies of water on the Water Treatment Plant grounds.

C. Pioneer Cemetery, North Burkhart Road, Howell:

a. Areas to be mowed and trimmed weekly, or as needed, billed at \$ 100 . per service completed:

i. The entire Pioneer Cemetery grounds, including walkways and pathways located on the premises.

b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris, and refuse (including flowers, wreaths, grave blankets, and other materials) billed at \$ 300 . per service completed:

i. The entire Pioneer Cemetery grounds.

D. Fleming Road Cemetery, North Fleming Road, Howell:

a. Areas to be mowed and trimmed weekly billed at \$ 90 . per service completed:

i. The entire Fleming Cemetery grounds, including walkways and pathways located on the premises.

b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris and refuse (including flowers, wreaths, grave blankets, and other materials) billed at \$ 300 . per service completed:

i. The entire Fleming Road Cemetery grounds.

E. Sections of M-59 Walking Path Located within the Township's Jurisdiction: a.

Areas to be mowed twice per month billed at \$ 150 . per service completed:

i. The unpaved grounds along or abutting the M-59 walking path located within the Township's jurisdiction.

b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris and refuse billed at \$ 300 . per service completed:

i. The grounds along or abutting the M-59 walking path located within the Township's jurisdiction.

F. Two-Acres of Township property located at the southwest corner of Oak Grove Road

and East Barron Road.

Brush hogging twice per year on dates agreed upon by the Township to be billed at \$ 350 . per service completed:

i. Entire two (2) acre property.

G. Additional lawncare services as mutually agreed to by the parties.

2. **TERMS OF PAYMENT AND COST.** Township will pay Contractor only for work actually performed. Contractor will invoice Township on a monthly basis, such invoices shall be due thirty (30) days from receipt and will include an itemized list of all services performed.
3. **ASSIGNMENT.** This Agreement may not be assigned or subcontracted without the written consent of Township.
4. **PERMITS AND LICENSES.** Contractor is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out the business, the tasks to be performed under this Agreement, and will provide confirming documentation promptly at Township's request. If at any time Contractor is no longer in compliance with the required permits and licenses Contractor will promptly provide notice to the Township.
5. **INSTRUMENTALITIES.** Contractor will supply all equipment, tools, materials and supplies necessary to accomplish the designated services.
6. **EXPENSES.** Contractor is responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; telephone service cost; and all salary, expenses, and other compensation paid to employees or contract personnel that Contractor hires to complete the work under this Agreement.
7. **GENERAL SUPERVISION.** Contractor retains the sole right to control or direct how the services described herein are to be performed, so long as Contractor does so in a lawful manner that is consistent with all other provisions in this Agreement and industry standards. Subject to the foregoing, Township retains the right to inspect at intervals of its own choosing, to stop work, to prescribe alterations, and generally to approve the work to ensure its conformity with the terms specified in this Agreement.
8. **INDEPENDENT CONTRACTOR STATUS.** Contractor agrees to and represents the following:
 - A. Contractor fully intends to perform services for third parties during the term of this

Agreement.

- B. The services required by this Agreement will be performed by Contractor, or Contractor's employees or contract personnel, and Township will not hire, supervise, or pay any assistants to help Contractor.
- C. Neither Contractor nor Contractor's employees or contract personnel (if any) will receive any training from Township in the professional skills necessary to perform the services required by this Agreement.
- D. Neither Contractor nor Contractor's employees or contract personnel (if any) is required to devote full time to the performance of the services required by this Agreement.

E. Contractor does not receive the majority of its annual compensation from Township.

9. **NO PAYROLL TAXES, EMPLOYMENT TAXES, WORKERS' COMPENSATION or UNEMPLOYMENT COMPENSATION.** Township will not withhold or pay payroll or employment taxes of any kind for or on behalf of Contractor. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. Township has not and will not obtain workers' compensation insurance on account of Contractor or Contractor's employees or contract personnel. Township will not make state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.
10. **LIABILITY.** Contractor will be responsible for any and all losses, liabilities, damages, injuries, claims, charges and costs to persons or property that in any way arise out of or relate to the performance of the services provided by Contractor or its employees or contract personnel.
11. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Township, its elected officials, employees and volunteers and others working on behalf of the Township against any and all claims, suits, damages, losses, or expenses, including but not limited to attorney's fees, arising out of, relating to, or resulting from the Contractor's performance of the services under this Agreement or the performance of such services by any employee, agent, or subcontractor of Contractor.
12. **LIABILITY INSURANCE.** During the term of this Agreement, Contractor shall maintain comprehensive general liability, auto and professional insurance, as is appropriate to furnish comprehensive coverage for all work to be performed under this Agreement by Contractor and providing for minimum amounts of five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) annual

aggregate limits. Such insurance obtained by Contractor shall name Township as an additional insured by means of an appropriate certificate and/or endorsement in a form acceptable to Township. Contractor will supply Township with evidence of such insurance for verification from time to time as Township may request.

13. **COMMENCEMENT.** This Agreement will become effective when signed by both parties.
14. **NOTICES.** All notices or other communications required or permitted to be given by Contractor or Township under this Agreement, unless otherwise stated, shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to Township at 3525 Byron Road, Howell, Michigan 48855, and to Contractor at [5987 Lovejoy Road Byron MI 48418]. Notice of any change of address by Contractor must be promptly given to Township.
15. **TERMINATION.** This Agreement shall be for a term of two (2) years following the commencement date and shall automatically renew for additional one (1) year terms unless either party provides at least sixty (60) days' prior written notice to the other of its intent not to renew. In the event either party is in breach of any terms or conditions set forth in this Agreement, the non-breaching party may provide the other with written notice of the breach, and upon receipt the breaching party shall have five (5) calendar days to cure the breach. In the event the breaching party fails to cure during the applicable five (5) day period, the non-breaching party may immediately terminate this Agreement by providing written notice to the other party.
16. **AMENDMENT.** This Agreement may be extended, renewed, altered, modified, or amended only by written agreement signed by both parties. All provisions of this Agreement shall apply to all services and all periods of time during which Contractor provides services to Township.
17. **APPLICABLE LAW and WAIVER.** This Agreement will be governed by the laws of the State of Michigan. The waiver of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach.
18. **ENTIRE AGREEMENT.** This contract represents the entire understanding between Township and Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract.

AGREED to this ____ day of _____, 2025, at _____, State of Michigan.

Howell Township: [42 North Outdoor Services], LLC:

Coddington, Supervisor By: **[Scott Riley]**, Agent By: Mike

Approved and authorized by the Howell
Township Board on _____, 2025.

LAWNCARE SERVICES CONTRACT

THIS AGREEMENT is made on the ____ day of _____, 2025, by and between Howell Township, a Michigan municipal corporation whose address is 3525 Byron Road, Howell, Michigan 48855 ("Township") and **E.T. Landscaping**, a Michigan **L.L.C** whose address **3195 Fisher Rd, Howell, MI 48855** ("Contractor") for the purpose of Contractor serving as an independent contractor providing lawncare services for Township (the "Agreement").

Township and Contractor both agree to the following terms:

1. **SERVICES TO BE PERFORMED.** Contractor, upon the conditions hereinafter set forth, agrees to perform landscaping services for Township at the following locations:

A. Township Hall, 3525 Byron Road, Howell:

- a. Areas to be mowed weekly billed at **\$72__ . 00__** per service completed:
 - i. The lawn areas surrounding the Township Hall.
- b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris and refuse twice per year billed at **\$450__ . 00__** per service completed:
 - i. The lawn areas surrounding the Township Hall.
- c. Brush hogging twice per year on dates agreed upon by the Township to be billed at **\$1200__ . 00__** per service completed:
 - i. The remainder of the Township Hall grounds.

B. Howell Township Wastewater Treatment Plant, 1222 Packard Drive, Howell:

- a. Areas to be mowed weekly or as needed, billed at **\$510__ . 00__** per service completed:
 - i. The entire fenced in Wastewater Treatment Plant grounds.
 - ii. The lawn areas along the driveway.
- b. Areas to be mowed monthly billed at **\$750__ . 00__** per service completed:
 - i. The lawn area around the lagoons or bodies of water on the Water Treatment Plant grounds.

- F. Two-Acres of Township property located at the southwest corner of Oak Grove Road and East Barron Road.

Brush hogging twice per year on dates agreed upon by the Township to be billed at **\$1100 . 00** per service completed:

- i. Entire two (2) acre property.

- G. Additional lawncare services as mutually agreed to by the parties.

2. **TERMS OF PAYMENT AND COST.** Township will pay Contractor only for work actually performed. Contractor will invoice Township on a monthly basis, such invoices shall be due thirty (30) days from receipt and will include an itemized list of all services performed.
3. **ASSIGNMENT.** This Agreement may not be assigned or subcontracted without the written consent of Township.
4. **PERMITS AND LICENSES.** Contractor is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out the business, the tasks to be performed under this Agreement, and will provide confirming documentation promptly at Township's request. If at any time Contractor is no longer in compliance with the required permits and licenses Contractor will promptly provide notice to the Township.
5. **INSTRUMENTALITIES.** Contractor will supply all equipment, tools, materials and supplies necessary to accomplish the designated services.
6. **EXPENSES.** Contractor is responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; telephone service cost; and all salary, expenses, and other compensation paid to employees or contract personnel that Contractor hires to complete the work under this Agreement.
7. **GENERAL SUPERVISION.** Contractor retains the sole right to control or direct how the services described herein are to be performed, so long as Contractor does so in a lawful manner that is consistent with all other provisions in this Agreement and industry standards. Subject to the foregoing, Township retains the right to inspect at intervals of its own choosing, to stop work, to prescribe alterations, and generally to approve the work to ensure its conformity with the terms specified in this Agreement.
8. **INDEPENDENT CONTRACTOR STATUS.** Contractor agrees to and represents the following:

- A. Contractor fully intends to perform services for third parties during the term of this Agreement.
- B. The services required by this Agreement will be performed by Contractor, or Contractor's employees or contract personnel, and Township will not hire, supervise, or pay any assistants to help Contractor.
- C. Neither Contractor nor Contractor's employees or contract personnel (if any) will receive any training from Township in the professional skills necessary to perform the services required by this Agreement.
- D. Neither Contractor nor Contractor's employees or contract personnel (if any) is required to devote full time to the performance of the services required by this Agreement.
- E. Contractor does not receive the majority of its annual compensation from Township.

9. **NO PAYROLL TAXES, EMPLOYMENT TAXES, WORKERS' COMPENSATION or UNEMPLOYMENT COMPENSATION.** Township will not withhold or pay payroll or employment taxes of any kind for or on behalf of Contractor. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. Township has not and will not obtain workers' compensation insurance on account of Contractor or Contractor's employees or contract personnel. Township will not make state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.
10. **LIABILITY.** Contractor will be responsible for any and all losses, liabilities, damages, injuries, claims, charges and costs to persons or property that in any way arise out of or relate to the performance of the services provided by Contractor or its employees or contract personnel.
11. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Township, its elected officials, employees and volunteers and others working on behalf of the Township against any and all claims, suits, damages, losses, or expenses, including but not limited to attorney's fees, arising out of, relating to, or resulting from the Contractor's performance of the services under this Agreement or the performance of such services by any employee, agent, or subcontractor of Contractor.
12. **LIABILITY INSURANCE.** During the term of this Agreement, Contractor shall maintain comprehensive general liability, auto and professional insurance, as is appropriate to furnish comprehensive coverage for all work to be performed under this Agreement by

Contractor and providing for minimum amounts of five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) annual aggregate limits. Such insurance obtained by Contractor shall name Township as an additional insured by means of an appropriate certificate and/or endorsement in a form acceptable to Township. Contractor will supply Township with evidence of such insurance for verification from time to time as Township may request.

13. **COMMENCEMENT.** This Agreement will become effective when signed by both parties.
14. **NOTICES.** All notices or other communications required or permitted to be given by Contractor or Township under this Agreement, unless otherwise stated, shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to Township at 3525 Byron Road, Howell, Michigan 48855, and to Contractor at **3195 Fisher rd, Howell, MI 48855** Notice of any change of address by Contractor must be promptly given to Township.
15. **TERMINATION.** This Agreement shall be for a term of two (2) years following the commencement date and shall automatically renew for additional one (1) year terms unless either party provides at least sixty (60) days' prior written notice to the other of its intent not to renew. In the event either party is in breach of any terms or conditions set forth in this Agreement, the non-breaching party may provide the other with written notice of the breach, and upon receipt the breaching party shall have five (5) calendar days to cure the breach. In the event the breaching party fails to cure during the applicable five (5) day period, the non-breaching party may immediately terminate this Agreement by providing written notice to the other party.
16. **AMENDMENT.** This Agreement may be extended, renewed, altered, modified, or amended only by written agreement signed by both parties. All provisions of this Agreement shall apply to all services and all periods of time during which Contractor provides services to Township.
17. **APPLICABLE LAW and WAIVER.** This Agreement will be governed by the laws of the State of Michigan. The waiver of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach.
18. **ENTIRE AGREEMENT.** This contract represents the entire understanding between Township and Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract.

AGREED to this ____ day of _____, 2025, at _____, State of Michigan.

Howell Township:

[E.T. Landscaping], LLC:

By: Mike Coddington, Supervisor

By: **[Easton Kramer]**, Agent

Approved and authorized by the Howell Township
Board on _____, 2025.

LAWNCARE SERVICES CONTRACT

THIS AGREEMENT is made on the 27 day of __March__, 2025, by and between Howell Township, a Michigan municipal corporation whose address is 3525 Byron Road, Howell, Michigan 48855 ("Township") and Evergreen Irrigation, Inc. a Michigan Landscaping Company whose address 386 Lucy Road ("Contractor") for the purpose of Contractor serving as an independent contractor providing lawncare services for Township (the "Agreement").

Township and Contractor both agree to the following terms:

1. **SERVICES TO BE PERFORMED.** Contractor, upon the conditions hereinafter set forth, agrees to perform landscaping services for Township at the following locations:

A. Township Hall, 3525 Byron Road, Howell:

- a. Areas to be mowed weekly billed at **\$120.00** per service completed:
 - i. The lawn areas surrounding the Township Hall.
- b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris and refuse twice per year billed at **\$650.00** per service completed:
 - i. The lawn areas surrounding the Township Hall.
- c. Brush hogging twice per year on dates agreed upon by the Township to be billed at **\$480.00** per service completed:
 - i. The remainder of the Township Hall grounds.

B. Howell Township Wastewater Treatment Plant, 1222 Packard Drive, Howell:

- a. Areas to be mowed weekly or as needed, billed at **\$560.00** per service completed:
 - i. The entire fenced in Wastewater Treatment Plant grounds.
 - ii. The lawn areas along the driveway.
- b. Areas to be mowed monthly billed at **\$725.00** per service completed:
 - i. The lawn area around the lagoons or bodies of water on the Water Treatment Plant grounds.

C. Pioneer Cemetery, North Burkhardt Road, Howell:

- a. Areas to be mowed and trimmed weekly, or as needed, billed at **\$225.00** per service completed:

- i. The entire Pioneer Cemetery grounds, including walkways and pathways located on the premises.

- b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris, and refuse (including flowers, wreaths, grave blankets, and other materials) billed at **\$775.00** per service completed:

- i. The entire Pioneer Cemetery grounds.

D. Fleming Road Cemetery, North Fleming Road, Howell:

- a. Areas to be mowed and trimmed weekly billed at **\$140.00** per service completed:

- i. The entire Fleming Cemetery grounds, including walkways and pathways located on the premises.

- b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris and refuse (including flowers, wreaths, grave blankets, and other materials) billed at **\$600.00** per service completed:

- i. The entire Fleming Road Cemetery grounds.

DI. Sections of M-59 Walking Path Located within the Township's Jurisdiction:

- a. Areas to be mowed twice per month billed at **280.00** per service completed:

- i. The unpaved grounds along or abutting the M-59 walking path located within the Township's jurisdiction.

- b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris and refuse billed at **500.00** per service completed:

- i. The grounds along or abutting the M-59 walking path located within the Township's jurisdiction.

DII. Two-Acres of Township property located at the southwest corner of Oak Grove Road and East Barron Road.

Brush hogging twice per year on dates agreed upon by the Township to be billed at \$ **475** per service completed:

i. Entire two (2) acre property.

G. Additional lawncare services as mutually agreed to by the parties.

2. **TERMS OF PAYMENT AND COST.** Township will pay Contractor only for work actually performed. Contractor will invoice Township on a monthly basis, such invoices shall be due thirty (30) days from receipt and will include an itemized list of all services performed.
3. **ASSIGNMENT.** This Agreement may not be assigned or subcontracted without the written consent of Township.
4. **PERMITS AND LICENSES.** Contractor is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out the business, the tasks to be performed under this Agreement, and will provide confirming documentation promptly at Township's request. If at any time Contractor is no longer in compliance with the required permits and licenses Contractor will promptly provide notice to the Township.
5. **INSTRUMENTALITIES.** Contractor will supply all equipment, tools, materials and supplies necessary to accomplish the designated services.
6. **EXPENSES.** Contractor is responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; telephone service cost; and all salary, expenses, and other compensation paid to employees or contract personnel that Contractor hires to complete the work under this Agreement.
7. **GENERAL SUPERVISION.** Contractor retains the sole right to control or direct how the services described herein are to be performed, so long as Contractor does so in a lawful manner that is consistent with all other provisions in this Agreement and industry standards. Subject to the foregoing, Township retains the right to inspect at intervals of its own choosing, to stop work, to prescribe alterations, and generally to approve the work to ensure its conformity with the terms specified in this Agreement.
8. **INDEPENDENT CONTRACTOR STATUS.** Contractor agrees to and represents the following:
 - A. Contractor fully intends to perform services for third parties during the term of this Agreement.
 - B. The services required by this Agreement will be performed by Contractor, or Contractor's employees or contract personnel, and Township will not hire, supervise, or pay any assistants to help Contractor.

C. Neither Contractor nor Contractor's employees or contract personnel (if any) will receive any training from Township in the professional skills necessary to perform the services required by this Agreement.

D. Neither Contractor nor Contractor's employees or contract personnel (if any) is required to devote full time to the performance of the services required by this Agreement.

E. Contractor does not receive the majority of its annual compensation from Township.

9. **NO PAYROLL TAXES, EMPLOYMENT TAXES, WORKERS' COMPENSATION or UNEMPLOYMENT COMPENSATION.** Township will not withhold or pay payroll or employment taxes of any kind for or on behalf of Contractor. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. Township has not and will not obtain workers' compensation insurance on account of Contractor or Contractor's employees or contract personnel. Township will not make state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

10. **LIABILITY.** Contractor will be responsible for any and all losses, liabilities, damages, injuries, claims, charges and costs to persons or property that in any way arise out of or relate to the performance of the services provided by Contractor or its employees or contract personnel.

11. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Township, its elected officials, employees and volunteers and others working on behalf of the Township against any and all claims, suits, damages, losses, or expenses, including but not limited to attorney's fees, arising out of, relating to, or resulting from the Contractor's performance of the services under this Agreement or the performance of such services by any employee, agent, or subcontractor of Contractor.

12. **LIABILITY INSURANCE.** During the term of this Agreement, Contractor shall maintain comprehensive general liability, auto and professional insurance, as is appropriate to furnish comprehensive coverage for all work to be performed under this Agreement by Contractor and providing for minimum amounts of five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) annual aggregate limits. Such insurance obtained by Contractor shall name Township as an additional insured by means of an appropriate certificate and/or endorsement in a form acceptable to Township. Contractor will supply Township with evidence of such insurance for verification from time to time as Township may request.

13. **COMMENCEMENT.** This Agreement will become effective when signed by both parties.

14. **NOTICES.** All notices or other communications required or permitted to be given by Contractor or Township under this Agreement, unless otherwise stated, shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to Township at 3525 Byron Road, Howell, Michigan 48855, and to Contractor at **386 Lucy Road.** Notice of any change of address by Contractor must be promptly given to Township.
15. **TERMINATION.** This Agreement shall be for a term of two (2) years following the commencement date and shall automatically renew for additional one (1) year terms unless either party provides at least sixty (60) days' prior written notice to the other of its intent not to renew. In the event either party is in breach of any terms or conditions set forth in this Agreement, the non-breaching party may provide the other with written notice of the breach, and upon receipt the breaching party shall have five (5) calendar days to cure the breach. In the event the breaching party fails to cure during the applicable five (5) day period, the non-breaching party may immediately terminate this Agreement by providing written notice to the other party.
16. **AMENDMENT.** This Agreement may be extended, renewed, altered, modified, or amended only by written agreement signed by both parties. All provisions of this Agreement shall apply to all services and all periods of time during which Contractor provides services to Township.
17. **APPLICABLE LAW and WAIVER.** This Agreement will be governed by the laws of the State of Michigan. The waiver of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach.
18. **ENTIRE AGREEMENT.** This contract represents the entire understanding between Township and Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract.

AGREED to this 27 day of March, 2025, at _____, State of

Michigan. **Howell Twp.**

Evergreen Irrigation, Inc.

By: Mike Coddington, Supervisor


By: **Carol Brockway**, Agent

Approved and authorized by the Howell
Township Board on _____, 2025.

LAWNCARE SERVICES CONTRACT

THIS AGREEMENT is made on the ____ day of _____, 2025, by and between Howell Township, a Michigan municipal corporation whose address is 3525 Byron Road, Howell, Michigan 48855 ("Township") and **[Loveland's Landscaping, LLC]**, a Michigan **[LLC]** whose address **[2500 Popple Ln Howell, MI 48855]** ("Contractor") for the purpose of Contractor serving as an independent contractor providing lawncare services for Township (the "Agreement").

Township and Contractor both agree to the following terms:

1. **SERVICES TO BE PERFORMED.** Contractor, upon the conditions hereinafter set forth, agrees to perform landscaping services for Township at the following locations:

A. Township Hall, 3525 Byron Road, Howell:

- a. Areas to be mowed weekly billed at **\$100.00** per service completed:
 - i. The lawn areas surrounding the Township Hall.
- b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris and refuse twice per year billed at **\$550.00** per service completed:
 - i. The lawn areas surrounding the Township Hall.
- c. Brush hogging twice per year on dates agreed upon by the Township to be billed at **\$485.00** per service completed:
 - i. The remainder of the Township Hall grounds.

B. Howell Township Wastewater Treatment Plant, 1222 Packard Drive, Howell:

- a. Areas to be mowed weekly or as needed, billed at **\$510.00** per service completed:
 - i. The entire fenced in Wastewater Treatment Plant grounds.
 - ii. The lawn areas along the driveway.
- b. Areas to be mowed monthly billed at **\$600.00** per service completed:
 - i. The lawn area around the lagoons or bodies of water on the Water Treatment Plant grounds.

C. Pioneer Cemetery, North Burkhardt Road, Howell:

a. Areas to be mowed and trimmed weekly, or as needed, billed at **\$170.00** per service completed:

i. The entire Pioneer Cemetery grounds, including walkways and pathways located on the premises.

b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris, and refuse (including flowers, wreaths, grave blankets, and other materials) billed at **\$400.00** per service completed:

i. The entire Pioneer Cemetery grounds.

D. Fleming Road Cemetery, North Fleming Road, Howell:

a. Areas to be mowed and trimmed weekly billed at **\$80.00** per service completed:

i. The entire Fleming Cemetery grounds, including walkways and pathways located on the premises.

b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris and refuse (including flowers, wreaths, grave blankets, and other materials) billed at **\$250.00** per service completed:

i. The entire Fleming Road Cemetery grounds.

E. Sections of M-59 Walking Path Located within the Township's Jurisdiction: a.

Areas to be mowed twice per month billed at **\$180.00** per service completed:

i. The unpaved grounds along or abutting the M-59 walking path located within the Township's jurisdiction.

b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris and refuse billed at **\$300.00** per service completed:

i. The grounds along or abutting the M-59 walking path located within the Township's jurisdiction.

F. Two-Acres of Township property located at the southwest corner of Oak Grove Road

and East Barron Road.

Brush hogging twice per year on dates agreed upon by the Township to be billed at **\$485.00** per service completed:

- i. Entire two (2) acre property.

G. Additional lawncare services as mutually agreed to by the parties.

2. **TERMS OF PAYMENT AND COST.** Township will pay Contractor only for work actually performed. Contractor will invoice Township on a monthly basis, such invoices shall be due thirty (30) days from receipt and will include an itemized list of all services performed.
3. **ASSIGNMENT.** This Agreement may not be assigned or subcontracted without the written consent of Township.
4. **PERMITS AND LICENSES.** Contractor is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out the business, the tasks to be performed under this Agreement, and will provide confirming documentation promptly at Township's request. If at any time Contractor is no longer in compliance with the required permits and licenses Contractor will promptly provide notice to the Township.
5. **INSTRUMENTALITIES.** Contractor will supply all equipment, tools, materials and supplies necessary to accomplish the designated services.
6. **EXPENSES.** Contractor is responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; telephone service cost; and all salary, expenses, and other compensation paid to employees or contract personnel that Contractor hires to complete the work under this Agreement.
7. **GENERAL SUPERVISION.** Contractor retains the sole right to control or direct how the services described herein are to be performed, so long as Contractor does so in a lawful manner that is consistent with all other provisions in this Agreement and industry standards. Subject to the foregoing, Township retains the right to inspect at intervals of its own choosing, to stop work, to prescribe alterations, and generally to approve the work to ensure its conformity with the terms specified in this Agreement.
8. **INDEPENDENT CONTRACTOR STATUS.** Contractor agrees to and represents the following:

A. Contractor fully intends to perform services for third parties during the term of this

Agreement.

- B. The services required by this Agreement will be performed by Contractor, or Contractor's employees or contract personnel, and Township will not hire, supervise, or pay any assistants to help Contractor.
- C. Neither Contractor nor Contractor's employees or contract personnel (if any) will receive any training from Township in the professional skills necessary to perform the services required by this Agreement.
- D. Neither Contractor nor Contractor's employees or contract personnel (if any) is required to devote full time to the performance of the services required by this Agreement.
- E. Contractor does not receive the majority of its annual compensation from Township.

9. **NO PAYROLL TAXES, EMPLOYMENT TAXES, WORKERS' COMPENSATION or UNEMPLOYMENT COMPENSATION.** Township will not withhold or pay payroll or employment taxes of any kind for or on behalf of Contractor. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. Township has not and will not obtain workers' compensation insurance on account of Contractor or Contractor's employees or contract personnel. Township will not make state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.
10. **LIABILITY.** Contractor will be responsible for any and all losses, liabilities, damages, injuries, claims, charges and costs to persons or property that in any way arise out of or relate to the performance of the services provided by Contractor or its employees or contract personnel.
11. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Township, its elected officials, employees and volunteers and others working on behalf of the Township against any and all claims, suits, damages, losses, or expenses, including but not limited to attorney's fees, arising out of, relating to, or resulting from the Contractor's performance of the services under this Agreement or the performance of such services by any employee, agent, or subcontractor of Contractor.
12. **LIABILITY INSURANCE.** During the term of this Agreement, Contractor shall maintain comprehensive general liability, auto and professional insurance, as is appropriate to furnish comprehensive coverage for all work to be performed under this Agreement by Contractor and providing for minimum amounts of five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) annual

aggregate limits. Such insurance obtained by Contractor shall name Township as an additional insured by means of an appropriate certificate and/or endorsement in a form acceptable to Township. Contractor will supply Township with evidence of such insurance for verification from time to time as Township may request.

13. **COMMENCEMENT.** This Agreement will become effective when signed by both parties.
14. **NOTICES.** All notices or other communications required or permitted to be given by Contractor or Township under this Agreement, unless otherwise stated, shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to Township at 3525 Byron Road, Howell, Michigan 48855, and to Contractor at [2500 Popple Ln Howell, MI 48855]. Notice of any change of address by Contractor must be promptly given to Township.
15. **TERMINATION.** This Agreement shall be for a term of two (2) years following the commencement date and shall automatically renew for additional one (1) year terms unless either party provides at least sixty (60) days' prior written notice to the other of its intent not to renew. In the event either party is in breach of any terms or conditions set forth in this Agreement, the non-breaching party may provide the other with written notice of the breach, and upon receipt the breaching party shall have five (5) calendar days to cure the breach. In the event the breaching party fails to cure during the applicable five (5) day period, the non-breaching party may immediately terminate this Agreement by providing written notice to the other party.
16. **AMENDMENT.** This Agreement may be extended, renewed, altered, modified, or amended only by written agreement signed by both parties. All provisions of this Agreement shall apply to all services and all periods of time during which Contractor provides services to Township.
17. **APPLICABLE LAW and WAIVER.** This Agreement will be governed by the laws of the State of Michigan. The waiver of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach.
18. **ENTIRE AGREEMENT.** This contract represents the entire understanding between Township and Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract.

AGREED to this ____ day of _____, 2025, at _____, State of Michigan.

Howell Township: [Loveland's Landscaping], LLC:

Coddington, Supervisor By: **Jacob Loveland**, Agent By: Mike

Approved and authorized by the Howell
Township Board on _____, 2025.

Markus Farm
LLC

LAWNCARE SERVICES CONTRACT

THIS AGREEMENT is made on the ____ day of _____, 2025, by and between Howell Township, a Michigan municipal corporation whose address is 3525 Byron Road, Howell, Michigan 48855 ("Township") and [INSERT COMPANY NAME], a Michigan [INSERT TYPE OF ENTITY] whose address [INSERT ADDRESS] ("Contractor") for the purpose of Contractor serving as an independent contractor providing lawncare services for Township (the "Agreement").

Township and Contractor both agree to the following terms:

1. **SERVICES TO BE PERFORMED.** Contractor, upon the conditions hereinafter set forth, agrees to perform landscaping services for Township at the following locations:

A. Township Hall, 3525 Byron Road, Howell:

- a. Areas to be mowed weekly billed at \$10.00 per service completed:
 - i. The lawn areas surrounding the Township Hall.
- b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris and refuse twice per year billed at \$300.00 per service completed:
 - i. The lawn areas surrounding the Township Hall.
- c. Brush hogging twice per year on dates agreed upon by the Township to be billed at \$300.00 per service completed:
 - i. The remainder of the Township Hall grounds.

B. Howell Township Wastewater Treatment Plant, 1222 Packard Drive, Howell:

- a. Areas to be mowed weekly or as needed, billed at \$500.00 per service completed:
 - i. The entire fenced in Wastewater Treatment Plant grounds.
 - ii. The lawn areas along the driveway.
- b. Areas to be mowed monthly billed at \$400.00 per service completed:
 - i. The lawn area around the lagoons or bodies of water on the Water Treatment Plant grounds.

C. Pioneer Cemetery, North Burkhart Road, Howell:

Markus Freeman
LLC

\$ 250.00

- a. Areas to be mowed and trimmed weekly, or as needed, billed at \$_. _ per service completed:

- i. The entire Pioneer Cemetery grounds, including walkways and pathways located on the premises.

- b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris, and refuse (including flowers, wreaths, grave blankets, and other materials) billed at \$_. _ per service completed:

\$ 500.00

- i. The entire Pioneer Cemetery grounds.

D. Fleming Road Cemetery, North Fleming Road, Howell:

\$ 150.00

- a. Areas to be mowed and trimmed weekly billed at \$_. _ per service completed:

- i. The entire Fleming Cemetery grounds, including walkways and pathways located on the premises.

- b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris and refuse (including flowers, wreaths, grave blankets, and other materials) billed at \$_. _ per service completed:

\$ 400.00

- i. The entire Fleming Road Cemetery grounds.

E. Sections of M-59 Walking Path Located within the Township's Jurisdiction:

\$ 100.00

- a. Areas to be mowed twice per month billed at \$_. _ per service completed:

- i. The unpaved grounds along or abutting the M-59 walking path located within the Township's jurisdiction.

- b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris and refuse billed at \$_. _ per service completed:

\$ 300.00

- i. The grounds along or abutting the M-59 walking path located within the Township's jurisdiction.

F. Two-Acres of Township property located at the southwest corner of Oak Grove Road and East Barron Road.

Brush hogging twice per year on dates agreed upon by the Township to be billed at \$_. _ per service completed:

\$ 200.00

- i. Entire two (2) acre property.

G. Additional lawncare services as mutually agreed to by the parties.

2. **TERMS OF PAYMENT AND COST.** Township will pay Contractor only for work actually performed. Contractor will invoice Township on a monthly basis, such invoices shall be due thirty (30) days from receipt and will include an itemized list of all services performed.
3. **ASSIGNMENT.** This Agreement may not be assigned or subcontracted without the written consent of Township.
4. **PERMITS AND LICENSES.** Contractor is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out the business, the tasks to be performed under this Agreement, and will provide confirming documentation promptly at Township's request. If at any time Contractor is no longer in compliance with the required permits and licenses Contractor will promptly provide notice to the Township.
5. **INSTRUMENTALITIES.** Contractor will supply all equipment, tools, materials and supplies necessary to accomplish the designated services.
6. **EXPENSES.** Contractor is responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; telephone service cost; and all salary, expenses, and other compensation paid to employees or contract personnel that Contractor hires to complete the work under this Agreement.
7. **GENERAL SUPERVISION.** Contractor retains the sole right to control or direct how the services described herein are to be performed, so long as Contractor does so in a lawful manner that is consistent with all other provisions in this Agreement and industry standards. Subject to the foregoing, Township retains the right to inspect at intervals of its own choosing, to stop work, to prescribe alterations, and generally to approve the work to ensure its conformity with the terms specified in this Agreement.
8. **INDEPENDENT CONTRACTOR STATUS.** Contractor agrees to and represents the following:
 - A. Contractor fully intends to perform services for third parties during the term of this Agreement.
 - B. The services required by this Agreement will be performed by Contractor, or Contractor's employees or contract personnel, and Township will not hire, supervise, or pay any assistants to help Contractor.

C. Neither Contractor nor Contractor's employees or contract personnel (if any) will receive any training from Township in the professional skills necessary to perform the services required by this Agreement.

D. Neither Contractor nor Contractor's employees or contract personnel (if any) is required to devote full time to the performance of the services required by this Agreement.

E. Contractor does not receive the majority of its annual compensation from Township.

9. **NO PAYROLL TAXES, EMPLOYMENT TAXES, WORKERS' COMPENSATION or UNEMPLOYMENT COMPENSATION.** Township will not withhold or pay payroll or employment taxes of any kind for or on behalf of Contractor. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. Township has not and will not obtain workers' compensation insurance on account of Contractor or Contractor's employees or contract personnel. Township will not make state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.
10. **LIABILITY.** Contractor will be responsible for any and all losses, liabilities, damages, injuries, claims, charges and costs to persons or property that in any way arise out of or relate to the performance of the services provided by Contractor or its employees or contract personnel.
11. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Township, its elected officials, employees and volunteers and others working on behalf of the Township against any and all claims, suits, damages, losses, or expenses, including but not limited to attorney's fees, arising out of, relating to, or resulting from the Contractor's performance of the services under this Agreement or the performance of such services by any employee, agent, or subcontractor of Contractor.
12. **LIABILITY INSURANCE.** During the term of this Agreement, Contractor shall maintain comprehensive general liability, auto and professional insurance, as is appropriate to furnish comprehensive coverage for all work to be performed under this Agreement by Contractor and providing for minimum amounts of five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) annual aggregate limits. Such insurance obtained by Contractor shall name Township as an additional insured by means of an appropriate certificate and/or endorsement in a form acceptable to Township. Contractor will supply Township with evidence of such insurance for verification from time to time as Township may request.
13. **COMMENCEMENT.** This Agreement will become effective when signed by both parties.

14. **NOTICES.** All notices or other communications required or permitted to be given by Contractor or Township under this Agreement, unless otherwise stated, shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to Township at 3525 Byron Road, Howell, Michigan 48855, and to Contractor at **[INSERT ADDRESS]**. Notice of any change of address by Contractor must be promptly given to Township.
15. **TERMINATION.** This Agreement shall be for a term of two (2) years following the commencement date and shall automatically renew for additional one (1) year terms unless either party provides at least sixty (60) days' prior written notice to the other of its intent not to renew. In the event either party is in breach of any terms or conditions set forth in this Agreement, the non-breaching party may provide the other with written notice of the breach, and upon receipt the breaching party shall have five (5) calendar days to cure the breach. In the event the breaching party fails to cure during the applicable five (5) day period, the non-breaching party may immediately terminate this Agreement by providing written notice to the other party.
16. **AMENDMENT.** This Agreement may be extended, renewed, altered, modified, or amended only by written agreement signed by both parties. All provisions of this Agreement shall apply to all services and all periods of time during which Contractor provides services to Township.
17. **APPLICABLE LAW and WAIVER.** This Agreement will be governed by the laws of the State of Michigan. The waiver of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach.
18. **ENTIRE AGREEMENT.** This contract represents the entire understanding between Township and Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract.

AGREED to this ____ day of _____, 2025, at _____, State of Michigan.

Howell Township:

[INSERT NAME], LLC:

By: Mike Coddington, Supervisor

By: **[INSERT NAME]**, Agent

Approved and authorized by the Howell
Township Board on _____, 2025.



March 26, 2025]

Howell Township

3525 Byron Rd

Howell, MI 48843

Subject: Lawn Maintenance Proposal for Lawn Care Services

To Whom It May Concern,

We are writing to express our interest in providing lawn maintenance services for Howell Township properties. As a reputable and experienced lawn care provider in Fowlerville, MI, we are confident that we can deliver exceptional results that meet and exceed your expectations.

Our company, Mendoza's Outdoor Services, specializes in maintaining lawns at historical properties. We pride ourselves on our commitment to providing high-quality, reliable, and environmentally responsible lawn care solutions. We understand the importance of a well-maintained lawn, and we are dedicated to helping our clients achieve a beautiful and healthy outdoor space.

Our proposal, attached for your review, includes a letter of recommendation from the City of Northville. Our company has provided lawn services for Northville from 2018 to the present.

We look forward to caring for your lawn care needs in Howell. We have carefully considered the specific needs of your property and have tailored our services to ensure optimal results.

LAWNCARE SERVICES CONTRACT

THIS AGREEMENT is made on the 26 day of March, 2025, by and between Howell Township, a Michigan municipal corporation whose address is 3525 Byron Road, Howell, Michigan 48855 (“Township”) and Mendoza’s Outdoor Services, a Michigan LLC whose address 4250 Nicholson Rd, Fowlerville, MI 48836 (“Contractor”) for the purpose of Contractor serving as an independent contractor providing lawn care services for Township (the “Agreement”).

Township and Contractor both agree to the following terms:

1. SERVICES TO BE PERFORMED. Contractor, upon the conditions hereinafter set forth, agrees to perform landscaping services for Township at the following locations:

A. Township Hall, 3525 Byron Road, Howell:

a. Areas to be mowed weekly billed at **\$85.00** per service completed:

i. The lawn areas surrounding the Township Hall.

b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris and refuse twice per year billed at **\$600.00** per service completed:

i. The lawn areas surrounding the Township Hall.

c. Brush hogging twice per year on dates agreed upon by the Township to be billed at **\$490.00** per service completed:

i. The remainder of the Township Hall grounds.

B. Howell Township Wastewater Treatment Plant, 1222 Packard Drive, Howell:

a. Areas to be mowed weekly or as needed, billed at **\$290.00** per service completed:

i. The entire fenced in Wastewater Treatment Plant grounds.

ii. The lawn areas along the driveway.

b. Areas to be mowed monthly billed at **\$300.00** per service completed:

- i. The lawn area around the lagoons or bodies of water on the Water Treatment Plant grounds.

C. Pioneer Cemetery, North Burkhart Road, Howell:

- a. Areas to be mowed and trimmed weekly, or as needed, billed at **\$265.00** per service completed:

- i. The entire Pioneer Cemetery grounds, including walkways and pathways located on the premises.

- b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris, and refuse (including flowers, wreaths, grave blankets, and other materials) billed at **\$1200.00** per service completed:

- i. The entire Pioneer Cemetery grounds.

D. Fleming Road Cemetery, North Fleming Road, Howell:

- a. Areas to be mowed and trimmed weekly billed at **\$205.00** per service completed:

- i. The entire Fleming Cemetery grounds, including walkways and pathways located on the premises.

- b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris and refuse (including flowers, wreaths, grave blankets, and other materials) billed at **\$1025.00** per service completed:

- i. The entire Fleming Road Cemetery grounds.

E. Sections of M-59 Walking Path Located within the Township's Jurisdiction:

- a. Areas to be mowed twice per month billed at **\$275.00** per service completed:

- i. The unpaved grounds along or abutting the M-59 walking path located

within the Township's jurisdiction.

b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris and refuse billed at \$550.00 per service completed:

- i. The grounds along or abutting the M-59 walking path located within the Township's jurisdiction.

F. Two-Acres of Township property located at the southwest corner of Oak Grove Road and East Barron Road.

Brush hogging twice per year on dates agreed upon by the Township to be billed at \$650.00 per service completed:

- i. Entire two (2) acre property.

G. Additional lawncare services as mutually agreed to by the parties.

2. TERMS OF PAYMENT AND COST. Township will pay Contractor only for work actually performed. Contractor will invoice Township on a monthly basis, such invoices shall be due thirty (30) days from receipt and will include an itemized list of all services Performed.

3. ASSIGNMENT. This Agreement may not be assigned or subcontracted without the written consent of Township.

4. PERMITS AND LICENSES. Contractor is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out the business, the tasks to be performed under this Agreement, and will provide confirming documentation promptly at Township's request. If at any time Contractor is no longer in compliance with the required permits and

licenses Contractor will promptly provide notice to the Township.

5. INSTRUMENTALITIES. Contractor will supply all equipment, tools, materials and supplies necessary to accomplish the designated services.

6. EXPENSES. Contractor is responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; telephone service cost; and all salary, expenses, and other compensation paid to employees or contract personnel that Contractor hires to complete the work under this Agreement.

7. GENERAL SUPERVISION. Contractor retains the sole right to control or direct how the services described herein are to be performed, so long as Contractor does so in a lawful manner that is consistent with all other provisions in this Agreement and industry standards. Subject to the foregoing, Township retains the right to inspect at intervals of its own choosing, to stop work, to prescribe alterations, and generally to approve the work to ensure its conformity with the terms specified in this Agreement.

8. INDEPENDENT CONTRACTOR STATUS. Contractor agrees to and represents the Following:

A. Contractor fully intends to perform services for third parties during the term of this Agreement.

B. The services required by this Agreement will be performed by Contractor, or Contractor's employees or contract personnel, and Township will not hire, supervise, or pay any assistants to help Contractor.

C. Neither Contractor nor Contractor's employees or contract personnel (if any) will receive any training from Township in the professional skills necessary to perform the services required by this Agreement.

D. Neither Contractor nor Contractor's employees or contract personnel (if any) is required to devote full time to the performance of the services required by this Agreement.

E. Contractor does not receive the majority of its annual compensation from Township.

9. NO PAYROLL TAXES, EMPLOYMENT TAXES, WORKERS' COMPENSATION or UNEMPLOYMENT COMPENSATION. Township will not withhold or pay payroll or employment taxes of any kind for or on behalf of Contractor. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. Township has not and will not obtain workers' compensation insurance on account of Contractor or Contractor's employees or contract personnel. Township will not make state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

10. LIABILITY. Contractor will be responsible for any and all losses, liabilities, damages, injuries, claims, charges and costs to persons or property that in any way arise out of or relate to the performance of the services provided by Contractor or its employees or contract personnel.

11. INDEMNIFICATION. To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Township, its elected officials, employees and volunteers and others working on behalf of the Township against any and all claims, suits, damages, losses, or expenses, including but not limited to attorney's fees, arising out of, relating to, or resulting from the Contractor's performance of the services under this Agreement or the performance of such services by any employee, agent, or subcontractor of Contractor.

12. LIABILITY INSURANCE. During the term of this Agreement, Contractor shall maintain

comprehensive general liability, auto and professional insurance, as is appropriate to furnish comprehensive coverage for all work to be performed under this Agreement by Contractor and providing for minimum amounts of five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) annual aggregate limits. Such insurance obtained by Contractor shall name Township as an additional insured by means of an appropriate certificate and/or endorsement in a form acceptable to Township. Contractor will supply Township with evidence of such insurance for verification from time to time as Township may request.

13. COMMENCEMENT. This Agreement will become effective when signed by both Parties.

14. NOTICES. All notices or other communications required or permitted to be given by Contractor or Township under this Agreement, unless otherwise stated, shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to Township at 3525 Byron Road, Howell, Michigan 48855, and to Contractor at 4250 Nicholson Rd., Fowlerville, MI 48836. Notice of any change of address by Contractor must be promptly given to Township.

15. TERMINATION. This Agreement shall be for a term of two (2) years following the commencement date and shall automatically renew for additional one (1) year terms unless either party provides at least sixty (60) days' prior written notice to the other of its intent not to renew. In the event either party is in breach of any terms or conditions set forth in this Agreement, the non-breaching party may provide the other with written notice of the breach, and upon receipt the breaching party shall have five (5) calendar days to cure the breach. In the event the breaching party fails to cure during the applicable five (5) day period, the non-breaching party may immediately terminate this Agreement by providing written notice to the other party.

16. AMENDMENT. This Agreement may be extended, renewed, altered, modified, or amended only by written agreement signed by both parties. All provisions of this Agreement shall apply to all services and all periods of time during which Contractor provides services to Township.

17. **APPLICABLE LAW and WAIVER.** This Agreement will be governed by the laws of the State of Michigan. The waiver of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach.

18. **ENTIRE AGREEMENT.** This contract represents the entire understanding between Township and Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract.

AGREED to this ____ day of _____, 2025, at _____, State of Michigan.

Howell Township:

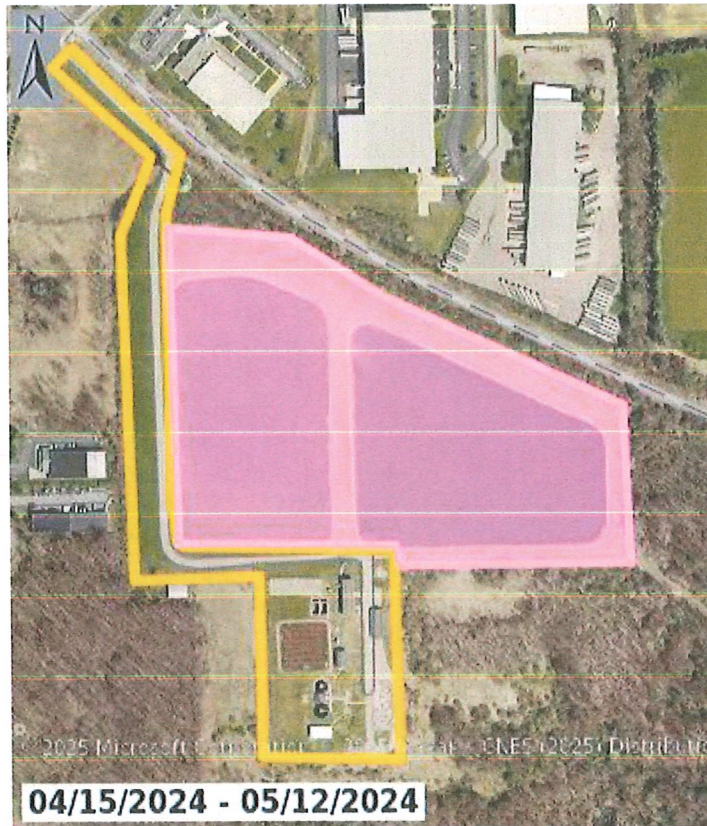
Mendoza's Outdoor Services, LLC:

By: Mike Coddington, Supervisor

By: Eriberto Mendoza, Agent

Approved and authorized by the Howell

Township Board on _____, 2025.



Waste Water Treatment Plant – 1222 Packard Drive



M-59 Walking Trail Part 1: Tomato Brothers to Crestwood Lane



Fleming Road Cemetery – 3504 Fleming Road



2-acre parcel on the corner of Oak Grove Road and East Barron Road



M-59 Walking Trail Part 2: Start of fence line east of Byron Road to end of Township (in line with two large laminated electrical poles (circled in red))



Pioneer Cemetery – 4775 Burkhart Road

Locations for lawncare contract:

The following maps indicate the areas called out in the Lawncare contract. The areas highlighted in yellow are intended to be maintained weekly or as needed, the areas in pink are intended to be maintained monthly, the blue areas are intended to be maintained twice per year.



Township Hall Grounds – 3525 Byron Road

LAWNCARE SERVICES CONTRACT

THIS AGREEMENT is made on the ___ day of _____, 2025, by and between Howell Township, a Michigan municipal corporation whose address is 3525 Byron Road, Howell, Michigan 48855 ("Township") and **Quantum Landscape LLC** a Michigan **Landscape Company** as an independent contractor providing lawncare services for Township (the "Agreement").

Township and Contractor both agree to the following terms:

1. **SERVICES TO BE PERFORMED.** Contractor, upon the conditions hereinafter set forth, agrees to perform landscaping services for Township at the following locations:

A. Township Hall, 3525 Byron Road, Howell:

- a. Areas to be mowed weekly billed at **\$ 200.00** per service completed:
 - i. The lawn areas surrounding the Township Hall.
- b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris and refuse twice per year billed at **\$ 1000.00** per service completed:
 - i. The lawn areas surrounding the Township Hall.
- c. Brush hogging twice per year on dates agreed upon by the Township to be billed at **\$ 500.00** per service completed:
 - i. The remainder of the Township Hall grounds.

B. Howell Township Wastewater Treatment Plant, 1222 Packard Drive, Howell:

- a. Areas to be mowed weekly or as needed, billed at **\$500.00** per service completed:
 - i. The entire fenced in Wastewater Treatment Plant grounds.
 - ii. The lawn areas along the driveway.
- b. Areas to be mowed monthly billed at **\$250.00** per service completed:
 - i. The lawn area around the lagoons or bodies of water on the Water Treatment Plant grounds.

C. Pioneer Cemetery, North Burkhart Road, Howell:

- a. Areas to be mowed and trimmed weekly, or as needed, billed at \$175.00 per service completed:

- i. The entire Pioneer Cemetery grounds, including walkways and pathways located on the premises.

- b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris, and refuse (including flowers, wreaths, grave blankets, and other materials) billed at \$ 1 5 0 0 .00 per service completed:

- i. The entire Pioneer Cemetery grounds.

D. Fleming Road Cemetery, North Fleming Road, Howell:

- a. Areas to be mowed and trimmed weekly billed at \$150.00 per service completed:

- i. The entire Fleming Cemetery grounds, including walkways and pathways located on the premises.

- b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris and refuse (including flowers, wreaths, grave blankets, and other materials) billed at \$ 1 0 0 0 .00 per service completed:

- i. The entire Fleming Road Cemetery grounds.

E. Sections of M-59 Walking Path Located within the Township's Jurisdiction:

- a. Areas to be mowed twice per month billed at \$200.00 per service completed:

- i. The unpaved grounds along or abutting the M-59 walking path located within the Township's jurisdiction.

- b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris and refuse billed at \$800.00 per service completed:

- i. The grounds along or abutting the M-59 walking path located within the Township's jurisdiction.

F. Two-Acres of Township property located at the southwest corner of Oak Grove Road and East Barron Road.

Brush hogging twice per year on dates agreed upon by the Township to be billed at \$ 400.00 per service completed:

i. Entire two (2) acre property.

G. Additional lawncare services as mutually agreed to by the parties.

2. **TERMS OF PAYMENT AND COST.** Township will pay Contractor only for work actually performed. Contractor will invoice Township on a monthly basis, such invoices shall be due thirty (30) days from receipt and will include an itemized list of all services performed.
3. **ASSIGNMENT.** This Agreement may not be assigned or subcontracted without the written consent of Township.
4. **PERMITS AND LICENSES.** Contractor is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out the business, the tasks to be performed under this Agreement, and will provide confirming documentation promptly at Township's request. If at any time Contractor is no longer in compliance with the required permits and licenses Contractor will promptly provide notice to the Township.
5. **INSTRUMENTALITIES.** Contractor will supply all equipment, tools, materials and supplies necessary to accomplish the designated services.
6. **EXPENSES.** Contractor is responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; telephone service cost; and all salary, expenses, and other compensation paid to employees or contract personnel that Contractor hires to complete the work under this Agreement.
7. **GENERAL SUPERVISION.** Contractor retains the sole right to control or direct how the services described herein are to be performed, so long as Contractor does so in a lawful manner that is consistent with all other provisions in this Agreement and industry standards. Subject to the foregoing, Township retains the right to inspect at intervals of its own choosing, to stop work, to prescribe alterations, and generally to approve the work to ensure its conformity with the terms specified in this Agreement.
8. **INDEPENDENT CONTRACTOR STATUS.** Contractor agrees to and represents the following:
 - A. Contractor fully intends to perform services for third parties during the term of this Agreement.
 - B. The services required by this Agreement will be performed by Contractor, or Contractor's employees or contract personnel, and Township will not hire, supervise, or pay any assistants to help Contractor.

- C. Neither Contractor nor Contractor's employees or contract personnel (if any) will receive any training from Township in the professional skills necessary to perform the services required by this Agreement.
 - D. Neither Contractor nor Contractor's employees or contract personnel (if any) is required to devote full time to the performance of the services required by this Agreement.
 - E. Contractor does not receive the majority of its annual compensation from Township.
9. **NO PAYROLL TAXES, EMPLOYMENT TAXES, WORKERS' COMPENSATION or UNEMPLOYMENT COMPENSATION.** Township will not withhold or pay payroll or employment taxes of any kind for or on behalf of Contractor. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. Township has not and will not obtain workers' compensation insurance on account of Contractor or Contractor's employees or contract personnel. Township will not make state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.
10. **LIABILITY.** Contractor will be responsible for any and all losses, liabilities, damages, injuries, claims, charges and costs to persons or property that in any way arise out of or relate to the performance of the services provided by Contractor or its employees or contract personnel.
11. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Township, its elected officials, employees and volunteers and others working on behalf of the Township against any and all claims, suits, damages, losses, or expenses, including but not limited to attorney's fees, arising out of, relating to, or resulting from the Contractor's performance of the services under this Agreement or the performance of such services by any employee, agent, or subcontractor of Contractor.
12. **LIABILITY INSURANCE.** During the term of this Agreement, Contractor shall maintain comprehensive general liability, auto and professional insurance, as is appropriate to furnish comprehensive coverage for all work to be performed under this Agreement by Contractor and providing for minimum amounts of five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) annual aggregate limits. Such insurance obtained by Contractor shall name Township as an additional insured by means of an appropriate certificate and/or endorsement in a form acceptable to Township. Contractor will supply Township with evidence of such insurance for verification from time to time as Township may request.
13. **COMMENCEMENT.** This Agreement will become effective when signed by both parties.

14. **NOTICES.** All notices or other communications required or permitted to be given by Contractor or Township under this Agreement, unless otherwise stated, shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to Township at 3525 Byron Road, Howell, Michigan 48855, and to Contractor at **201 Harmon Rd, Howell MI** Notice of any change of address by Contractor must be promptly given to Township.
15. **TERMINATION.** This Agreement shall be for a term of two (2) years following the commencement date and shall automatically renew for additional one (1) year terms unless either party provides at least sixty (60) days' prior written notice to the other of its intent not to renew. In the event either party is in breach of any terms or conditions set forth in this Agreement, the non-breaching party may provide the other with written notice of the breach, and upon receipt the breaching party shall have five (5) calendar days to cure the breach. In the event the breaching party fails to cure during the applicable five (5) day period, the non-breaching party may immediately terminate this Agreement by providing written notice to the other party.
16. **AMENDMENT.** This Agreement may be extended, renewed, altered, modified, or amended only by written agreement signed by both parties. All provisions of this Agreement shall apply to all services and all periods of time during which Contractor provides services to Township.
17. **APPLICABLE LAW and WAIVER.** This Agreement will be governed by the laws of the State of Michigan. The waiver of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach.
18. **ENTIRE AGREEMENT.** This contract represents the entire understanding between Township and Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract.

AGREED to this ____ day of _____, 2025, at _____, State of Michigan.

Howell Township:

Quantum Landscape, LLC:

By: Mike Coddington, Supervisor

By: **Kerry Rabideau**, Agent

Approved and authorized by the Howell
Township Board on _____, 2025.

LAWNCARE SERVICES CONTRACT

THIS AGREEMENT is made on the ____ day of _____, 2025, by and between Howell Township, a Michigan municipal corporation whose address is 3525 Byron Road, Howell, Michigan 48855 ("Township") and **Sharpe's Outdoor Services a Michigan LLC** whose address **2960 Harvest Dr Howell, MI 48843** for the purpose of Contractor serving as an independent contractor providing lawncare services for Township (the "Agreement").

Township and Contractor both agree to the following terms:

1. **SERVICES TO BE PERFORMED.** Contractor, upon the conditions hereinafter set forth, agrees to perform landscaping services for Township at the following locations:

A. Township Hall, 3525 Byron Road, Howell:

- a. Areas to be mowed weekly billed at **\$ 90** per service completed:
 - i. The lawn areas surrounding the Township Hall.
- b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris and refuse twice per year billed at **\$ 250** per service completed:
 - i. The lawn areas surrounding the Township Hall.
- c. Brush hogging twice per year on dates agreed upon by the Township to be billed at **\$500** per service completed:
 - i. The remainder of the Township Hall grounds.

B. Howell Township Wastewater Treatment Plant, 1222 Packard Drive, Howell:

- a. Areas to be mowed weekly or as needed, billed at **\$960** per service completed:
 - i. The entire fenced in Wastewater Treatment Plant grounds.
 - ii. The lawn areas along the driveway.
- b. Areas to be mowed monthly billed at **SINCLUDED** per service completed:
 - i. The lawn area around the lagoons or bodies of water on the Water Treatment Plant grounds.

C. Pioneer Cemetery, North Burkhart Road, Howell:

- a. Areas to be mowed and trimmed weekly, or as needed, billed at \$ 250 per service completed:

- i. The entire Pioneer Cemetery grounds, including walkways and pathways located on the premises.

- b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris, and refuse (including flowers, wreaths, grave blankets, and other materials) billed at \$ 250 per service completed:

- i. The entire Pioneer Cemetery grounds.

D. Fleming Road Cemetery, North Fleming Road, Howell:

- a. Areas to be mowed and trimmed weekly billed at \$ 150 per service completed:

- i. The entire Fleming Cemetery grounds, including walkways and pathways located on the premises.

- b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris and refuse (including flowers, wreaths, grave blankets, and other materials) billed at \$ 250 per service completed:

- i. The entire Fleming Road Cemetery grounds.

E. Sections of M-59 Walking Path Located within the Township's Jurisdiction:

- a. Areas to be mowed twice per month billed at \$ 200 per service completed:

- i. The unpaved grounds along or abutting the M-59 walking path located within the Township's jurisdiction.

- b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris and refuse billed at \$ 500. per service completed:

- i. The grounds along or abutting the M-59 walking path located within the Township's jurisdiction.

- F. Two-Acres of Township property located at the southwest corner of Oak Grove Road and East Barron Road.

Brush hogging twice per year on dates agreed upon by the Township to be billed at **\$ 500** per service completed:

- i. Entire two (2) acre property.

G. Additional lawncare services as mutually agreed to by the parties.

2. **TERMS OF PAYMENT AND COST.** Township will pay Contractor only for work actually performed. Contractor will invoice Township on a monthly basis, such invoices shall be due thirty (30) days from receipt and will include an itemized list of all services performed.
3. **ASSIGNMENT.** This Agreement may not be assigned or subcontracted without the written consent of Township.
4. **PERMITS AND LICENSES.** Contractor is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out the business, the tasks to be performed under this Agreement, and will provide confirming documentation promptly at Township's request. If at any time Contractor is no longer in compliance with the required permits and licenses Contractor will promptly provide notice to the Township.
5. **INSTRUMENTALITIES.** Contractor will supply all equipment, tools, materials and supplies necessary to accomplish the designated services.
6. **EXPENSES.** Contractor is responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; telephone service cost; and all salary, expenses, and other compensation paid to employees or contract personnel that Contractor hires to complete the work under this Agreement.
7. **GENERAL SUPERVISION.** Contractor retains the sole right to control or direct how the services described herein are to be performed, so long as Contractor does so in a lawful manner that is consistent with all other provisions in this Agreement and industry standards. Subject to the foregoing, Township retains the right to inspect at intervals of its own choosing, to stop work, to prescribe alterations, and generally to approve the work to ensure its conformity with the terms specified in this Agreement.
8. **INDEPENDENT CONTRACTOR STATUS.** Contractor agrees to and represents the following:

- A. Contractor fully intends to perform services for third parties during the term of this Agreement.
- B. The services required by this Agreement will be performed by Contractor, or Contractor's employees or contract personnel, and Township will not hire, supervise, or pay any assistants to help Contractor.
- C. Neither Contractor nor Contractor's employees or contract personnel (if any) will receive any training from Township in the professional skills necessary to perform the services required by this Agreement.
- D. Neither Contractor nor Contractor's employees or contract personnel (if any) is required to devote full time to the performance of the services required by this Agreement.
- E. Contractor does not receive the majority of its annual compensation from Township.

- 9. **NO PAYROLL TAXES, EMPLOYMENT TAXES, WORKERS' COMPENSATION or UNEMPLOYMENT COMPENSATION.** Township will not withhold or pay payroll or employment taxes of any kind for or on behalf of Contractor. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. Township has not and will not obtain workers' compensation insurance on account of Contractor or Contractor's employees or contract personnel. Township will not make state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.
- 10. **LIABILITY.** Contractor will be responsible for any and all losses, liabilities, damages, injuries, claims, charges and costs to persons or property that in any way arise out of or relate to the performance of the services provided by Contractor or its employees or contract personnel.
- 11. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Township, its elected officials, employees and volunteers and others working on behalf of the Township against any and all claims, suits, damages, losses, or expenses, including but not limited to attorney's fees, arising out of, relating to, or resulting from the Contractor's performance of the services under this Agreement or the performance of such services by any employee, agent, or subcontractor of Contractor.
- 12. **LIABILITY INSURANCE.** During the term of this Agreement, Contractor shall maintain comprehensive general liability, auto and professional insurance, as is appropriate to furnish comprehensive coverage for all work to be performed under this Agreement by Contractor and providing for minimum amounts of five hundred thousand dollars

(\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) annual aggregate limits. Such insurance obtained by Contractor shall name Township as an additional insured by means of an appropriate certificate and/or endorsement in a form acceptable to Township. Contractor will supply Township with evidence of such insurance for verification from time to time as Township may request.

13. **COMMENCEMENT.** This Agreement will become effective when signed by both parties.

14. **NOTICES.** All notices or other communications required or permitted to be given by Contractor or Township under this Agreement, unless otherwise stated, shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to Township at 3525 Byron Road, Howell, Michigan 48855, and to Contractor at **2960 Harvest Dr Howell MI 48843**. Notice of any change of address by Contractor must be promptly given to Township.

15. **TERMINATION.** This Agreement shall be for a term of two (2) years following the commencement date and shall automatically renew for additional one (1) year terms unless either party provides at least sixty (60) days' prior written notice to the other of its intent not to renew. In the event either party is in breach of any terms or conditions set forth in this Agreement, the non-breaching party may provide the other with written notice of the breach, and upon receipt the breaching party shall have five (5) calendar days to cure the breach. In the event the breaching party fails to cure during the applicable five (5) day period, the non-breaching party may immediately terminate this Agreement by providing written notice to the other party.

16. **AMENDMENT.** This Agreement may be extended, renewed, altered, modified, or amended only by written agreement signed by both parties. All provisions of this Agreement shall apply to all services and all periods of time during which Contractor provides services to Township.

17. **APPLICABLE LAW and WAIVER.** This Agreement will be governed by the laws of the State of Michigan. The waiver of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach.


18. **ENTIRE AGREEMENT.** This contract represents the entire understanding between Township and Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract.

AGREED to this ____ day of _____, 2025, at _____, State of Michigan.

Howell Township:

[Sharpe's Outdoor Services], LLC:

By: Mike Coddington, Supervisor


By: **Dustin Sharpe**, Agent

Approved and authorized by the Howell Township
Board on _____, 2025.

Sprungtown Outdoor Services

10500 N Antcliff Rd.

Fowlerville MI, 48836

517 375 2422

Date: February 23, 2025

Re: Howell Township Service Bids

To: Howell Township

3525 Byron Rd. Howell MI 48855

From: Sprungtown Outdoor Services (Jonathan Black)

10500 N Antcliff Rd. Fowlerville MI 48836

Dear Sir/Madam,

Although I contracted services for Howell Township in 2024, I wanted to shed some light on who I am. I moved to Cohoctah in 2019, purchasing my first home. My wife and I were married on our property in the summer of 2020. In 2024, I transitioned my part-time business into a full-time business. In 2025, as my wife and I will welcome our first child, I am eager to expand services and continue my business growth, while building relationships within the community.

I appreciate the privilege to submit my bids for Lawn Service, Landscape, and Snow Removal for Howell Township. I have worked in this industry for almost 15 years and truly love what I do. In 2024, I decided to leave my full-time job with a reputable outdoor service company and transition my part-time company into a full-time business. 2024 was a great year and as I loved the company I worked for, I do not regret making the change while continuing to build our business. The connections and friendships I worked on are of great value to my family and me. I enjoyed turning the corner with our business and look forward to a great 2025.

As you can see from my packet, I am an LLC company and have current acceptable insurance. I also carry acceptable auto and umbrella coverage. I have already talked with my insurance company, and listing Howell Township as additional insured will not be a problem if my services are accepted. I am willing to submit to a full background check and drug testing at any time at the expense of the township.

I eagerly await your review and approval of my services. I The services bid can have additional work requested with an agreement between myself and Howell Township leadership.

Owner/Operator

Jonathan M. Black Jr.



LAWNCARE SERVICES CONTRACT

THIS AGREEMENT is made on the ____ day of _____, 2025, by and between Howell Township, a Michigan municipal corporation whose address is 3525 Byron Road, Howell, Michigan 48855 ("Township") and [Sprungtown Outdoor Services], a Michigan [LLC] whose address [10500 N. Antcliff Road Fowlerville MI 48836] ("Contractor") for the purpose of Contractor serving as an independent contractor providing lawncare services for Township (the "Agreement").

Township and Contractor both agree to the following terms:

1. **SERVICES TO BE PERFORMED.** Contractor, upon the conditions hereinafter set forth, agrees to perform landscaping services for Township at the following locations:

A. Township Hall, 3525 Byron Road, Howell:

- a. Areas to be mowed weekly billed at \$125.00 ___ per service completed:
 - i. The lawn areas surrounding the Township Hall.
- b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris and refuse twice per year billed at \$150.00 ___ per service completed:
 - i. The lawn areas surrounding the Township Hall.
- c. Brush hogging twice per year on dates agreed upon by the Township to be billed at \$300.00 ___ per service completed:
 - i. The remainder of the Township Hall grounds.

B. Howell Township Wastewater Treatment Plant, 1222 Packard Drive, Howell:

- a. Areas to be mowed weekly or as needed, billed at \$650.00 ___ per service completed:
 - i. The entire fenced in Wastewater Treatment Plant grounds.
 - ii. The lawn areas along the driveway.
- b. Areas to be mowed monthly billed at \$500.00 ___ per service completed:
 - i. The lawn area around the lagoons or bodies of water on the Water Treatment Plant grounds.

C. Pioneer Cemetery, North Burkhart Road, Howell:

a. Areas to be mowed and trimmed weekly, or as needed, billed at **\$200.00** ___ per service completed:

i. The entire Pioneer Cemetery grounds, including walkways and pathways located on the premises.

b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris, and refuse (including flowers, wreaths, grave blankets, and other materials) billed at **\$200.00** ___ per service completed:

i. The entire Pioneer Cemetery grounds.

D. Fleming Road Cemetery, North Fleming Road, Howell:

a. Areas to be mowed and trimmed weekly billed at **\$175.00** ___ per service completed:

i. The entire Fleming Cemetery grounds, including walkways and pathways located on the premises.

b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris and refuse (including flowers, wreaths, grave blankets, and other materials) billed at **\$200.00** ___ per service completed:

i. The entire Fleming Road Cemetery grounds.

E. Sections of M-59 Walking Path Located within the Township's Jurisdiction: a.

Areas to be mowed twice per month billed at **\$200.00** ___ per service completed:

i. The unpaved grounds along or abutting the M-59 walking path located within the Township's jurisdiction.

b. Seasonal spring and fall clean-up including but not limited to the removal and disposal of fallen branches, dead plant material, debris and refuse billed at **\$200.00** ___ per service completed:

i. The grounds along or abutting the M-59 walking path located within the Township's jurisdiction.

F. Two-Acres of Township property located at the southwest corner of Oak Grove Road

and East Barron Road.

Brush hogging twice per year on dates agreed upon by the Township to be billed at **\$200.00** per service completed:

i. Entire two (2) acre property.

G. Additional lawncare services as mutually agreed to by the parties.

2. **TERMS OF PAYMENT AND COST.** Township will pay Contractor only for work actually performed. Contractor will invoice Township on a monthly basis, such invoices shall be due thirty (30) days from receipt and will include an itemized list of all services performed.
3. **ASSIGNMENT.** This Agreement may not be assigned or subcontracted without the written consent of Township.
4. **PERMITS AND LICENSES.** Contractor is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out the business, the tasks to be performed under this Agreement, and will provide confirming documentation promptly at Township's request. If at any time Contractor is no longer in compliance with the required permits and licenses Contractor will promptly provide notice to the Township.
5. **INSTRUMENTALITIES.** Contractor will supply all equipment, tools, materials and supplies necessary to accomplish the designated services.
6. **EXPENSES.** Contractor is responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; telephone service cost; and all salary, expenses, and other compensation paid to employees or contract personnel that Contractor hires to complete the work under this Agreement.
7. **GENERAL SUPERVISION.** Contractor retains the sole right to control or direct how the services described herein are to be performed, so long as Contractor does so in a lawful manner that is consistent with all other provisions in this Agreement and industry standards. Subject to the foregoing, Township retains the right to inspect at intervals of its own choosing, to stop work, to prescribe alterations, and generally to approve the work to ensure its conformity with the terms specified in this Agreement.
8. **INDEPENDENT CONTRACTOR STATUS.** Contractor agrees to and represents the following:
 - A. Contractor fully intends to perform services for third parties during the term of this

Agreement.

- B. The services required by this Agreement will be performed by Contractor, or Contractor's employees or contract personnel, and Township will not hire, supervise, or pay any assistants to help Contractor.
- C. Neither Contractor nor Contractor's employees or contract personnel (if any) will receive any training from Township in the professional skills necessary to perform the services required by this Agreement.
- D. Neither Contractor nor Contractor's employees or contract personnel (if any) is required to devote full time to the performance of the services required by this Agreement.

E. Contractor does not receive the majority of its annual compensation from Township.

9. NO PAYROLL TAXES, EMPLOYMENT TAXES, WORKERS' COMPENSATION or UNEMPLOYMENT COMPENSATION. Township will not withhold or pay payroll or employment taxes of any kind for or on behalf of Contractor. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. Township has not and will not obtain workers' compensation insurance on account of Contractor or Contractor's employees or contract personnel. Township will not make state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

10. LIABILITY. Contractor will be responsible for any and all losses, liabilities, damages, injuries, claims, charges and costs to persons or property that in any way arise out of or relate to the performance of the services provided by Contractor or its employees or contract personnel.

11. INDEMNIFICATION. To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Township, its elected officials, employees and volunteers and others working on behalf of the Township against any and all claims, suits, damages, losses, or expenses, including but not limited to attorney's fees, arising out of, relating to, or resulting from the Contractor's performance of the services under this Agreement or the performance of such services by any employee, agent, or subcontractor of Contractor.

12. LIABILITY INSURANCE. During the term of this Agreement, Contractor shall maintain comprehensive general liability, auto and professional insurance, as is appropriate to furnish comprehensive coverage for all work to be performed under this Agreement by Contractor and providing for minimum amounts of five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) annual

aggregate limits. Such insurance obtained by Contractor shall name Township as an additional insured by means of an appropriate certificate and/or endorsement in a form acceptable to Township. Contractor will supply Township with evidence of such insurance for verification from time to time as Township may request.

13. **COMMENCEMENT.** This Agreement will become effective when signed by both parties.
14. **NOTICES.** All notices or other communications required or permitted to be given by Contractor or Township under this Agreement, unless otherwise stated, shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to Township at 3525 Byron Road, Howell, Michigan 48855, and to Contractor at **[10500 N Antcliff Road Howell MI 48836]**. Notice of any change of address by Contractor must be promptly given to Township.
15. **TERMINATION.** This Agreement shall be for a term of two (2) years following the commencement date and shall automatically renew for additional one (1) year terms unless either party provides at least sixty (60) days' prior written notice to the other of its intent not to renew. In the event either party is in breach of any terms or conditions set forth in this Agreement, the non-breaching party may provide the other with written notice of the breach, and upon receipt the breaching party shall have five (5) calendar days to cure the breach. In the event the breaching party fails to cure during the applicable five (5) day period, the non-breaching party may immediately terminate this Agreement by providing written notice to the other party.
16. **AMENDMENT.** This Agreement may be extended, renewed, altered, modified, or amended only by written agreement signed by both parties. All provisions of this Agreement shall apply to all services and all periods of time during which Contractor provides services to Township.
17. **APPLICABLE LAW and WAIVER.** This Agreement will be governed by the laws of the State of Michigan. The waiver of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach.
18. **ENTIRE AGREEMENT.** This contract represents the entire understanding between Township and Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract.

AGREED to this ____ day of _____, 2025, at _____, State of Michigan.

Howell Township: **[Sprungtown Outdoor Services]**, LLC:

Coddington, Supervisor By: **[Jonathan Black]**, Agent By: Mike

Approved and authorized by the Howell
Township Board on _____, 2025.

9H

SNOW REMOVAL CONTRACT

THIS AGREEMENT is made on the ____ day of _____, 2025, by and between Howell Township, a Michigan municipal corporation whose address is 3525 Byron Road, Howell, Michigan 48855 ("Township") and [INSERT COMPANY NAME], a [INSERT TYPE OF ENTITY] whose address [INSERT ADDRESS] ("Contractor") for the purpose of Contractor serving as an independent contractor providing snow removal services for Township (the "Agreement").

Township and Contractor both agree to the following terms:

1. **SERVICES TO BE PERFORMED.** Contractor, upon the conditions hereinafter set forth, agrees to perform snow removal services for Township at the following locations:
 - A. Township Hall, 3525 Byron Road, Howell:
 - a. Areas to be plowed and/or shoveled to be kept clear at all times:
 - i. The parking lot and driveway located on the north side of the building extending to Byron Road.
 - ii. The walkway which wraps around the building, Contractor agrees not to truck plow this area.
 - b. Areas to be sanded or salted to be kept clear at all times:
 - i. The parking lot and driveway located on the north side of the building extending to Byron Road.
 - ii. The walkway which wraps around the building.
 - B. Sections of M-59 Walking Path Located within the Township's Jurisdiction:
 - a. Areas to be plowed and/or shoveled when 2-inches or more of snowfall accumulates:
 - i. The entire M-59 walking path located within the Township's jurisdiction.
 - b. Areas to be sanded or salted when 2-inches or more of snowfall accumulates:
 - i. The entire M-59 walking path located within the Township's jurisdiction.
 - C. Pioneer Cemetery, North Burkhart Road, Howell:

- a. Area to be plowed and/or shoveled when 2-inches or more of snowfall accumulates:

- i. The driveway extending from the premises to North Burkhart Road.

- b. Area to be sanded if necessary:

- i. The driveway extending from the premises to North Burkhart Road.

D. Additional snow removal services as mutually agreed to by the parties.

2. **TERMS OF PAYMENT AND COST.** Township will pay Contractor only for work actually performed. Contractor will invoice Township on a monthly basis, such invoices shall be due thirty (30) days from receipt and will include an itemized list of all services performed and subject to the following terms and conditions:

A. The services referenced in section 1.A.a, will be paid on a price per plow/shoveling basis and the cost will be as follows:

- a. \$ 80 .00 (2"- 4" snow accumulation)

- b. \$ 110 .00 (4"- 7" snow accumulation)

- c. \$ 135 .00 (8" + snow accumulation)

B. The service referenced in section 1.B.a, will be paid on a price per plow/shoveling basis and the cost will be as follows:

- a. \$ 200 .00 (2"- 4" snow accumulation)

- b. \$ 265 .00 (4"- 7" snow accumulation)

- c. \$ 350 .00 (8" + snow accumulation)

C. The service referenced in section 1.C.a, will be paid on a price per plow/shoveling basis and the cost will be as follows:

- a. \$ 75 .00 (2"- 4" snow accumulation)

- b. \$ 100 .00 (4"- 7" snow accumulation)

- c. \$ 125 .00 (8" + snow accumulation)

D. The sand and salt services referenced in section 1.A.b, 1.B.b, and 1.C.b will be paid on a price per 50-pound application basis and the cost will be as follows:

a. \$ 110 . 00

3. **ASSIGNMENT.** This Agreement may not be assigned or subcontracted without the written consent of Township.
4. **PERMITS AND LICENSES.** Contractor is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out the business, the tasks to be performed under this Agreement, and will provide confirming documentation promptly at Township's request. If at any time Contractor is no longer in compliance with the required permits and licenses Contractor will promptly provide notice to the Township.
5. **INSTRUMENTALITIES.** Contractor will supply all equipment, tools, materials and supplies necessary to accomplish the designated services.
6. **EXPENSES.** Contractor is responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; telephone service cost; and all salary, expenses, and other compensation paid to employees or contract personnel that Contractor hires to complete the work under this Agreement.
7. **GENERAL SUPERVISION.** Contractor retains the sole right to control or direct how the services described herein are to be performed, so long as Contractor does so in a lawful manner that is consistent with all other provisions in this Agreement and industry standards. Subject to the foregoing, Township retains the right to inspect at intervals of its own choosing, to stop work, to prescribe alterations, and generally to approve the work to ensure its conformity with the terms specified in this Agreement.
8. **INDEPENDENT CONTRACTOR STATUS.** Contractor agrees to and represents the following:
 - A. Contractor fully intends to perform services for third parties during the term of this Agreement.
 - B. The services required by this Agreement will be performed by Contractor, or Contractor's employees or contract personnel, and Township will not hire, supervise, or pay any assistants to help Contractor.
 - C. Neither Contractor nor Contractor's employees or contract personnel (if any) will receive any training from Township in the professional skills necessary to perform the services required by this Agreement.
 - D. Neither Contractor nor Contractor's employees or contract personnel (if any) is required to devote full time to the performance of the services required by this Agreement.
 - E. Contractor does not receive the majority of its annual compensation from Township.

9. **NO PAYROLL TAXES, EMPLOYMENT TAXES, WORKERS' COMPENSATION or UNEMPLOYMENT COMPENSATION.** Township will not withhold or pay payroll or employment taxes of any kind for or on behalf of Contractor. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. Township has not and will not obtain workers' compensation insurance on account of Contractor or Contractor's employees or contract personnel. Township will not make state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.
10. **LIABILITY.** Contractor will be responsible for any and all losses, liabilities, damages, injuries, claims, charges and costs to persons or property that in any way arise out of or relate to the performance of the services provided by Contractor or its employees or contract personnel.
11. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Township, its elected officials, employees and volunteers and others working on behalf of the Township against any and all claims, suits, damages, losses, or expenses, including but not limited to attorney's fees, arising out of, relating to, or resulting from the Contractor's performance of the services under this Agreement or the performance of such services by any employee, agent, or subcontractor of Contractor.
12. **LIABILITY INSURANCE.** During the term of this Agreement, Contractor shall maintain comprehensive general liability, auto and professional insurance, as is appropriate to furnish comprehensive coverage for all work to be performed under this Agreement by Contractor and providing for minimum amounts of five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) annual aggregate limits. Such insurance obtained by Contractor shall name Township as an additional insured by means of an appropriate certificate and/or endorsement in a form acceptable to Township. Contractor will supply Township with evidence of such insurance for verification from time to time as Township may request.
13. **COMMENCEMENT.** This Agreement will become effective when signed by both parties.
14. **NOTICES.** All notices or other communications required or permitted to be given by Contractor or Township under this Agreement, unless otherwise stated, shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to Township at 3525 Byron Road, Howell, Michigan 48855, and to Contractor at [INSERT ADDRESS]. Notice of any change of address by Contractor must be promptly given to Township.
15. **TERMINATION.** This Agreement shall be for a term of two (2) years following the commencement date and shall automatically renew for additional one (1) year terms unless

either party provides at least sixty (60) days' prior written notice to the other of its intent not to renew. In the event either party is in breach of any terms or conditions set forth in this Agreement, the non-breaching party may provide the other with written notice of the breach, upon receipt the breaching party shall have five (5) calendar days to cure the breach. In the event the breaching party fails to cure during the applicable five (5) day period, the non-breaching party may immediately terminate this Agreement by providing written notice to the other party.

16. **AMENDMENT.** This Agreement may be extended, renewed, altered, modified, or amended only by written agreement signed by both parties. All provisions of this Agreement shall apply to all services and all periods of time during which Contractor provides services to Township.

17. **APPLICABLE LAW and WAIVER.** This Agreement will be governed by the laws of the State of Michigan. The waiver of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach.

18. **ENTIRE AGREEMENT.** This contract represents the entire understanding between Township and Contractor, and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract.

AGREED to this ____ day of _____, 2025, at _____, State of Michigan.

Howell Township:

[INSERT NAME], LLC:

By: Mike Coddington, Supervisor

By: [INSERT NAME], Agent

Approved and authorized by the Howell
Township Board on _____, 2025.

SNOW REMOVAL CONTRACT

THIS AGREEMENT is made on the ____ day of _____, 2025, by and between Howell Township, a Michigan municipal corporation whose address is 3525 Byron Road, Howell, Michigan 48855 ("Township") and **Sharpe's Outdoor Services, a LLC** whose address **2960 Harvest Dr Howell, MI 48843** for the purpose of Contractor serving as an independent contractor providing snow removal services for Township (the "Agreement").

Township and Contractor both agree to the following terms:

1. **SERVICES TO BE PERFORMED.** Contractor, upon the conditions hereinafter set forth, agrees to perform snow removal services for Township at the following locations:

A. Township Hall, 3525 Byron Road, Howell:

- a. Areas to be plowed and/or shoveled to be kept clear at all times:

- i. The parking lot and driveway located on the north side of the building extending to Byron Road.
- ii. The walkway which wraps around the building, Contractor agrees not to truck plow this area.

- b. Areas to be sanded or salted to be kept clear at all times:

- i. The parking lot and driveway located on the north side of the building extending to Byron Road.
- ii. The walkway which wraps around the building.

B. Sections of M-59 Walking Path Located within the Township's Jurisdiction:

- a. Areas to be plowed and/or shoveled when 2-inches or more of snowfall accumulates:

- i. The entire M-59 walking path located within the Township's jurisdiction.

- b. Areas to be sanded or salted when 2-inches or more of snowfall accumulates:

- i. The entire M-59 walking path located within the Township's jurisdiction.

C. Pioneer Cemetery, North Burkhart Road, Howell:

a. Area to be plowed and/or shoveled when 2-inches or more of snowfall accumulates:

i. The driveway extending from the premises to North Burkhart Road.

b. Area to be sanded if necessary:

i. The driveway extending from the premises to North Burkhart Road.

D. Additional snow removal services as mutually agreed to by the parties.

2. **TERMS OF PAYMENT AND COST.** Township will pay Contractor only for work actually performed. Contractor will invoice Township on a monthly basis, such invoices shall be due thirty (30) days from receipt and will include an itemized list of all services performed and subject to the following terms and conditions:

A. The services referenced in section 1.A.a, will be paid on a price per plow/shoveling basis and the cost will be as follows:

a. \$ 80 (2"- 4" snow accumulation)

b. \$ 110 (4"- 7" snow accumulation)

c. \$ 160 (8" + snow accumulation)

B. The service referenced in section 1.B.a, will be paid on a price per plow/shoveling basis and the cost will be as follows:

a. \$ 195 (2"- 4" snow accumulation)

b. \$ 265 (4"- 7" snow accumulation)

c. \$ 325 (8" + snow accumulation)

C. The service referenced in section 1.C.a, will be paid on a price per plow/shoveling basis and the cost will be as follows:

a. \$. 50 (2"- 4" snow accumulation)

b. \$ 75 . (4"- 7" snow accumulation)

c. \$ 100 . (8" + snow accumulation)

D. The sand and salt services referenced in section 1.A.b, 1.B.b, and 1.C.b will be paid on a price per 50-pound application basis and the cost will be as follows:

- a. \$6 PER 50LBS ROCK SALT
- b. 3525 BYRON RD SALT PARKING LOT \$100
- c. 3525 BYRON RD CALCIUM CHLORIDE FOR SIDEWALKS \$45 50LBS
- d. SALTING OF M59 WALKING PATHS \$200 PER APPLICATION

3. **ASSIGNMENT.** This Agreement may not be assigned or subcontracted without the written consent of Township.
4. **PERMITS AND LICENSES.** Contractor is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out the business, the tasks to be performed under this Agreement, and will provide confirming documentation promptly at Township's request. If at any time Contractor is no longer in compliance with the required permits and licenses Contractor will promptly provide notice to the Township.
5. **INSTRUMENTALITIES.** Contractor will supply all equipment, tools, materials and supplies necessary to accomplish the designated services.
6. **EXPENSES.** Contractor is responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; telephone service cost; and all salary, expenses, and other compensation paid to employees or contract personnel that Contractor hires to complete the work under this Agreement.
7. **GENERAL SUPERVISION.** Contractor retains the sole right to control or direct how the services described herein are to be performed, so long as Contractor does so in a lawful manner that is consistent with all other provisions in this Agreement and industry standards. Subject to the foregoing, Township retains the right to inspect at intervals of its own choosing, to stop work, to prescribe alterations, and generally to approve the work to ensure its conformity with the terms specified in this Agreement.
8. **INDEPENDENT CONTRACTOR STATUS.** Contractor agrees to and represents the following:
- A. Contractor fully intends to perform services for third parties during the term of this Agreement.
 - B. The services required by this Agreement will be performed by Contractor, or Contractor's employees or contract personnel, and Township will not hire, supervise, or pay any assistants to help Contractor.

C. Neither Contractor nor Contractor's employees or contract personnel (if any) will receive any training from Township in the professional skills necessary to perform the services required by this Agreement.

D. Neither Contractor nor Contractor's employees or contract personnel (if any) is required to devote full time to the performance of the services required by this Agreement.

E. Contractor does not receive the majority of its annual compensation from Township.

9. **NO PAYROLL TAXES, EMPLOYMENT TAXES, WORKERS' COMPENSATION or UNEMPLOYMENT COMPENSATION.** Township will not withhold or pay payroll or employment taxes of any kind for or on behalf of Contractor. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. Township has not and will not obtain workers' compensation insurance on account of Contractor or Contractor's employees or contract personnel. Township will not make state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

10. **LIABILITY.** Contractor will be responsible for any and all losses, liabilities, damages, injuries, claims, charges and costs to persons or property that in any way arise out of or relate to the performance of the services provided by Contractor or its employees or contract personnel.

11. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Township, its elected officials, employees and volunteers and others working on behalf of the Township against any and all claims, suits, damages, losses, or expenses, including but not limited to attorney's fees, arising out of, relating to, or resulting from the Contractor's performance of the services under this Agreement or the performance of such services by any employee, agent, or subcontractor of Contractor.

12. **LIABILITY INSURANCE.** During the term of this Agreement, Contractor shall maintain comprehensive general liability, auto and professional insurance, as is appropriate to furnish comprehensive coverage for all work to be performed under this Agreement by Contractor and providing for minimum amounts of five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) annual aggregate limits. Such insurance obtained by Contractor shall name Township as an additional insured by means of an appropriate certificate and/or endorsement in a form acceptable to Township. Contractor will supply Township with evidence of such insurance for verification from time to time as Township may request.

13. **COMMENCEMENT.** This Agreement will become effective when signed by both parties.

14. **NOTICES.** All notices or other communications required or permitted to be given by Contractor or Township under this Agreement, unless otherwise stated, shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to Township at 3525 Byron Road, Howell, Michigan 48855, and to Contractor at **Sharpe's Outdoor Services**. Notice of any change of address by Contractor must be promptly given to Township.
15. **TERMINATION.** This Agreement shall be for a term of two (2) years following the commencement date and shall automatically renew for additional one (1) year terms unless either party provides at least sixty (60) days' prior written notice to the other of its intent not to renew. In the event either party is in breach of any terms or conditions set forth in this Agreement, the non-breaching party may provide the other with written notice of the breach, upon receipt the breaching party shall have five (5) calendar days to cure the breach. In the event the breaching party fails to cure during the applicable five (5) day period, the non-breaching party may immediately terminate this Agreement by providing written notice to the other party.
16. **AMENDMENT.** This Agreement may be extended, renewed, altered, modified, or amended only by written agreement signed by both parties. All provisions of this Agreement shall apply to all services and all periods of time during which Contractor provides services to Township.
17. **APPLICABLE LAW and WAIVER.** This Agreement will be governed by the laws of the State of Michigan. The waiver of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach.
18. **ENTIRE AGREEMENT.** This contract represents the entire understanding between Township and Contractor, and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract.

AGREED to this ____ day of _____, 2025, at _____, State of Michigan.

Howell Township:

Sharpe's Outdoor Services, LLC:

By: Mike Coddington, Supervisor

Dustin Sharpe
By: **[INSERT NAME]**, Agent

Approved and authorized by the Howell
Township Board on _____, 2025.

Sprungtown Outdoor Services

10500 N Antcliff Rd.

Fowlerville MI, 48836

517 375 2422

Date: February 23, 2025

Re: Howell Township Service Bids

To: Howell Township

3525 Byron Rd. Howell MI 48855

From: Sprungtown Outdoor Services (Jonathan Black)

10500 N Antcliff Rd. Fowlerville MI 48836

Dear Sir/Madam,

Although I contracted services for Howell Township in 2024, I wanted to shed some light on who I am. I moved to Cohoctah in 2019, purchasing my first home. My wife and I were married on our property in the summer of 2020. In 2024, I transitioned my part-time business into a full-time business. In 2025, as my wife and I will welcome our first child, I am eager to expand services and continue my business growth, while building relationships within the community.

I appreciate the privilege to submit my bids for Lawn Service, Landscape, and Snow Removal for Howell Township. I have worked in this industry for almost 15 years and truly love what I do. In 2024, I decided to leave my full-time job with a reputable outdoor service company and transition my part-time company into a full-time business. 2024 was a great year and as I loved the company I worked for, I do not regret making the change while continuing to build our business. The connections and friendships I worked on are of great value to my family and me. I enjoyed turning the corner with our business and look forward to a great 2025.

As you can see from my packet, I am an LLC company and have current acceptable insurance. I also carry acceptable auto and umbrella coverage. I have already talked with my insurance company, and listing Howell Township as additional insured will not be a problem if my services are accepted. I am willing to submit to a full background check and drug testing at any time at the expense of the township.

I eagerly await your review and approval of my services. I The services bid can have additional work requested with an agreement between myself and Howell Township leadership.

Owner/Operator

Jonathan M. Black Jr.

A handwritten signature in black ink, appearing to read "Jonathan Black Jr.", written in a cursive style.

SNOW REMOVAL CONTRACT

THIS AGREEMENT is made on the ____ day of _____, 2025, by and between Howell Township, a Michigan municipal corporation whose address is 3525 Byron Road, Howell, Michigan 48855 ("Township") and [Sprungtown Outdoor Services], a [LLC] whose address [10500 N. Antcliff Road Fowlerville MI 48836] ("Contractor") for the purpose of Contractor serving as an independent contractor providing snow removal services for Township (the "Agreement").

Township and Contractor both agree to the following terms:

1. **SERVICES TO BE PERFORMED.** Contractor, upon the conditions hereinafter set forth, agrees to perform snow removal services for Township at the following locations:

A. Township Hall, 3525 Byron Road, Howell:

a. Areas to be plowed and/or shoveled to be kept clear at all times:

- i. The parking lot and driveway located on the north side of the building extending to Byron Road.
- ii. The walkway which wraps around the building, Contractor agrees not to truck plow this area.

b. Areas to be sanded or salted to be kept clear at all times:

- i. The parking lot and driveway located on the north side of the building extending to Byron Road.
- ii. The walkway which wraps around the building.

B. Sections of M-59 Walking Path Located within the Township's Jurisdiction:

a. Areas to be plowed and/or shoveled when 2-inches or more of snowfall accumulates:

- i. The entire M-59 walking path located within the Township's jurisdiction.

b. Areas to be sanded or salted when 2-inches or more of snowfall accumulates:

- i. The entire M-59 walking path located within the Township's jurisdiction.

C. Pioneer Cemetery, North Burkhart Road, Howell:

a. Area to be plowed and/or shoveled when 2-inches or more of snowfall accumulates:

i. The driveway extending from the premises to North Burkhart Road.

b. Area to be sanded if necessary:

i. The driveway extending from the premises to North Burkhart Road.

D. Additional snow removal services as mutually agreed to by the parties.

2. **TERMS OF PAYMENT AND COST.** Township will pay Contractor only for work actually performed. Contractor will invoice Township on a monthly basis, such invoices shall be due thirty (30) days from receipt and will include an itemized list of all services performed and subject to the following terms and conditions:

A. The services referenced in section 1.A.a, will be paid on a price per plow/shoveling basis and the cost will be as follows:

a. \$75.00 (2"- 4" snow accumulation)

b. \$150.00 (4"- 7" snow accumulation)

c. \$225.00 (8" + snow accumulation)

B. The service referenced in section 1.B.a, will be paid on a price per plow/shoveling basis and the cost will be as follows:

a. \$200.00 (2"- 4" snow accumulation)

b. \$375.00 (4"- 7" snow accumulation)

c. \$575.00 (8" + snow accumulation)

C. The service referenced in section 1.C.a, will be paid on a price per plow/shoveling basis and the cost will be as follows:

a. \$125.00 (2"- 4" snow accumulation)

b. \$200.00 (4"- 7" snow accumulation)

c. \$300.00 (8" + snow accumulation)

D. The sand and salt services referenced in section 1.A.b, 1.B.b, and 1.C.b will be paid

on a price per 50-pound application basis and the cost will be as follows:

2

a. \$35.00

3. **ASSIGNMENT.** This Agreement may not be assigned or subcontracted without the written consent of Township.
4. **PERMITS AND LICENSES.** Contractor is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out the business, the tasks to be performed under this Agreement, and will provide confirming documentation promptly at Township's request. If at any time Contractor is no longer in compliance with the required permits and licenses Contractor will promptly provide notice to the Township.
5. **INSTRUMENTALITIES.** Contractor will supply all equipment, tools, materials and supplies necessary to accomplish the designated services.
6. **EXPENSES.** Contractor is responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; telephone service cost; and all salary, expenses, and other compensation paid to employees or contract personnel that Contractor hires to complete the work under this Agreement.
7. **GENERAL SUPERVISION.** Contractor retains the sole right to control or direct how the services described herein are to be performed, so long as Contractor does so in a lawful manner that is consistent with all other provisions in this Agreement and industry standards. Subject to the foregoing, Township retains the right to inspect at intervals of its own choosing, to stop work, to prescribe alterations, and generally to approve the work to ensure its conformity with the terms specified in this Agreement.
8. **INDEPENDENT CONTRACTOR STATUS.** Contractor agrees to and represents the following:
 - A. Contractor fully intends to perform services for third parties during the term of this Agreement.
 - B. The services required by this Agreement will be performed by Contractor, or Contractor's employees or contract personnel, and Township will not hire, supervise, or pay any assistants to help Contractor.
 - C. Neither Contractor nor Contractor's employees or contract personnel (if any) will receive any training from Township in the professional skills necessary to perform the services required by this Agreement.

D. Neither Contractor nor Contractor's employees or contract personnel (if any) is required to devote full time to the performance of the services required by this Agreement.

E. Contractor does not receive the majority of its annual compensation from Township.

3

9. **NO PAYROLL TAXES, EMPLOYMENT TAXES, WORKERS' COMPENSATION or UNEMPLOYMENT COMPENSATION.** Township will not withhold or pay payroll or employment taxes of any kind for or on behalf of Contractor. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. Township has not and will not obtain workers' compensation insurance on account of Contractor or Contractor's employees or contract personnel. Township will not make state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.
10. **LIABILITY.** Contractor will be responsible for any and all losses, liabilities, damages, injuries, claims, charges and costs to persons or property that in any way arise out of or relate to the performance of the services provided by Contractor or its employees or contract personnel.
11. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Township, its elected officials, employees and volunteers and others working on behalf of the Township against any and all claims, suits, damages, losses, or expenses, including but not limited to attorney's fees, arising out of, relating to, or resulting from the Contractor's performance of the services under this Agreement or the performance of such services by any employee, agent, or subcontractor of Contractor.
12. **LIABILITY INSURANCE.** During the term of this Agreement, Contractor shall maintain comprehensive general liability, auto and professional insurance, as is appropriate to furnish comprehensive coverage for all work to be performed under this Agreement by Contractor and providing for minimum amounts of five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) annual aggregate limits. Such insurance obtained by Contractor shall name Township as an additional insured by means of an appropriate certificate and/or endorsement in a form acceptable to Township. Contractor will supply Township with evidence of such insurance for verification from time to time as Township may request.
13. **COMMENCEMENT.** This Agreement will become effective when signed by both parties.
14. **NOTICES.** All notices or other communications required or permitted to be given by

Contractor or Township under this Agreement, unless otherwise stated, shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to Township at 3525 Byron Road, Howell, Michigan 48855, and to Contractor at [10500 N. Antcliff Road Fowlerville MI 48836]. Notice of any change of address by Contractor must be promptly given to Township.

15. **TERMINATION.** This Agreement shall be for a term of two (2) years following the commencement date and shall automatically renew for additional one (1) year terms unless

4

either party provides at least sixty (60) days' prior written notice to the other of its intent not to renew. In the event either party is in breach of any terms or conditions set forth in this Agreement, the non-breaching party may provide the other with written notice of the breach, upon receipt the breaching party shall have five (5) calendar days to cure the breach. In the event the breaching party fails to cure during the applicable five (5) day period, the non-breaching party may immediately terminate this Agreement by providing written notice to the other party.

16. **AMENDMENT.** This Agreement may be extended, renewed, altered, modified, or amended only by written agreement signed by both parties. All provisions of this Agreement shall apply to all services and all periods of time during which Contractor provides services to Township.

17. **APPLICABLE LAW and WAIVER.** This Agreement will be governed by the laws of the State of Michigan. The waiver of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach.

18. **ENTIRE AGREEMENT.** This contract represents the entire understanding between Township and Contractor, and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract.

AGREED to this ____ day of _____, 2025, at _____, State of Michigan.

Howell Township: [Sprungtown Outdoor Services], LLC:

Coddington, Supervisor By: [Jonathan Black], Agent By: Mike

Approved and authorized by the Howell
Township Board on _____, 2025.

SNOW REMOVAL CONTRACT

THIS AGREEMENT is made on the ____ day of _____, 2025, by and between Howell Township, a Michigan municipal corporation whose address is 3525 Byron Road, Howell, Michigan 48855 ("Township") and [Loveland's Landscaping, LLC], a [LLC] whose address [2500 Popple Ln Howell, MI 48855] ("Contractor") for the purpose of Contractor serving as an independent contractor providing snow removal services for Township (the "Agreement").

Township and Contractor both agree to the following terms:

1. **SERVICES TO BE PERFORMED.** Contractor, upon the conditions hereinafter set forth, agrees to perform snow removal services for Township at the following locations:

A. Township Hall, 3525 Byron Road, Howell:

- a. Areas to be plowed and/or shoveled to be kept clear at all times:
 - i. The parking lot and driveway located on the north side of the building extending to Byron Road.
 - ii. The walkway which wraps around the building, Contractor agrees not to truck plow this area.

b. Areas to be sanded or salted to be kept clear at all times:

- i. The parking lot and driveway located on the north side of the building extending to Byron Road.
- ii. The walkway which wraps around the building.

B. Sections of M-59 Walking Path Located within the Township's Jurisdiction:

- a. Areas to be plowed and/or shoveled when 2-inches or more of snowfall accumulates:
 - i. The entire M-59 walking path located within the Township's jurisdiction.
- b. Areas to be sanded or salted when 2-inches or more of snowfall accumulates:
 - i. The entire M-59 walking path located within the Township's jurisdiction.

C. Pioneer Cemetery, North Burkhart Road, Howell:

a. Area to be plowed and/or shoveled when 2-inches or more of snowfall accumulates:

i. The driveway extending from the premises to North Burkhart Road.

b. Area to be sanded if necessary:

i. The driveway extending from the premises to North Burkhart Road.

D. Additional snow removal services as mutually agreed to by the parties.

2. **TERMS OF PAYMENT AND COST.** Township will pay Contractor only for work actually performed. Contractor will invoice Township on a monthly basis, such invoices shall be due thirty (30) days from receipt and will include an itemized list of all services performed and subject to the following terms and conditions:

A. The services referenced in section 1.A.a, will be paid on a price per plow/shoveling basis and the cost will be as follows:

a. \$85.00 (2"- 4" snow accumulation)

b. \$135.00 (4"- 7" snow accumulation)

c. \$185.00 (8" + snow accumulation)

B. The service referenced in section 1.B.a, will be paid on a price per plow/shoveling basis and the cost will be as follows:

a. \$310.00 (2"- 4" snow accumulation)

b. \$410.00 (4"- 7" snow accumulation)

c. \$510.00 (8" + snow accumulation)

C. The service referenced in section 1.C.a, will be paid on a price per plow/shoveling basis and the cost will be as follows:

a. \$70.00 (2"- 4" snow accumulation)

b. \$100.00 (4"- 7" snow accumulation)

c. \$130.00 (8" + snow accumulation)

D. The sand and salt services referenced in section 1.A.b, 1.B.b, and 1.C.b will be paid on a price per 50-pound application basis and the cost will be as follows:

a. \$5.00/50lbs

3. **ASSIGNMENT.** This Agreement may not be assigned or subcontracted without the written consent of Township.
4. **PERMITS AND LICENSES.** Contractor is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out the business, the tasks to be performed under this Agreement, and will provide confirming documentation promptly at Township's request. If at any time Contractor is no longer in compliance with the required permits and licenses Contractor will promptly provide notice to the Township.
5. **INSTRUMENTALITIES.** Contractor will supply all equipment, tools, materials and supplies necessary to accomplish the designated services.
6. **EXPENSES.** Contractor is responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; telephone service cost; and all salary, expenses, and other compensation paid to employees or contract personnel that Contractor hires to complete the work under this Agreement.
7. **GENERAL SUPERVISION.** Contractor retains the sole right to control or direct how the services described herein are to be performed, so long as Contractor does so in a lawful manner that is consistent with all other provisions in this Agreement and industry standards. Subject to the foregoing, Township retains the right to inspect at intervals of its own choosing, to stop work, to prescribe alterations, and generally to approve the work to ensure its conformity with the terms specified in this Agreement.
8. **INDEPENDENT CONTRACTOR STATUS.** Contractor agrees to and represents the following:
 - A. Contractor fully intends to perform services for third parties during the term of this Agreement.
 - B. The services required by this Agreement will be performed by Contractor, or Contractor's employees or contract personnel, and Township will not hire, supervise, or pay any assistants to help Contractor.
 - C. Neither Contractor nor Contractor's employees or contract personnel (if any) will receive any training from Township in the professional skills necessary to perform the services required by this Agreement.
 - D. Neither Contractor nor Contractor's employees or contract personnel (if any) is

required to devote full time to the performance of the services required by this Agreement.

E. Contractor does not receive the majority of its annual compensation from Township.

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9. **NO PAYROLL TAXES, EMPLOYMENT TAXES, WORKERS' COMPENSATION or UNEMPLOYMENT COMPENSATION.** Township will not withhold or pay payroll or employment taxes of any kind for or on behalf of Contractor. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. Township has not and will not obtain workers' compensation insurance on account of Contractor or Contractor's employees or contract personnel. Township will not make state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.
10. **LIABILITY.** Contractor will be responsible for any and all losses, liabilities, damages, injuries, claims, charges and costs to persons or property that in any way arise out of or relate to the performance of the services provided by Contractor or its employees or contract personnel.
11. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Township, its elected officials, employees and volunteers and others working on behalf of the Township against any and all claims, suits, damages, losses, or expenses, including but not limited to attorney's fees, arising out of, relating to, or resulting from the Contractor's performance of the services under this Agreement or the performance of such services by any employee, agent, or subcontractor of Contractor.
12. **LIABILITY INSURANCE.** During the term of this Agreement, Contractor shall maintain comprehensive general liability, auto and professional insurance, as is appropriate to furnish comprehensive coverage for all work to be performed under this Agreement by Contractor and providing for minimum amounts of five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) annual aggregate limits. Such insurance obtained by Contractor shall name Township as an additional insured by means of an appropriate certificate and/or endorsement in a form acceptable to Township. Contractor will supply Township with evidence of such insurance for verification from time to time as Township may request.
13. **COMMENCEMENT.** This Agreement will become effective when signed by both parties.
14. **NOTICES.** All notices or other communications required or permitted to be given by Contractor or Township under this Agreement, unless otherwise stated, shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage

prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to Township at 3525 Byron Road, Howell, Michigan 48855, and to Contractor at [2500 Popple Ln Howell, MI 48855]. Notice of any change of address by Contractor must be promptly given to Township.

15. **TERMINATION.** This Agreement shall be for a term of two (2) years following the commencement date and shall automatically renew for additional one (1) year terms unless

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either party provides at least sixty (60) days' prior written notice to the other of its intent not to renew. In the event either party is in breach of any terms or conditions set forth in this Agreement, the non-breaching party may provide the other with written notice of the breach, upon receipt the breaching party shall have five (5) calendar days to cure the breach. In the event the breaching party fails to cure during the applicable five (5) day period, the non-breaching party may immediately terminate this Agreement by providing written notice to the other party.

16. **AMENDMENT.** This Agreement may be extended, renewed, altered, modified, or amended only by written agreement signed by both parties. All provisions of this Agreement shall apply to all services and all periods of time during which Contractor provides services to Township.

17. **APPLICABLE LAW and WAIVER.** This Agreement will be governed by the laws of the State of Michigan. The waiver of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach.

18. **ENTIRE AGREEMENT.** This contract represents the entire understanding between Township and Contractor, and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract.

AGREED to this ____ day of _____, 2025, at _____, State of Michigan.

Howell Township: [Loveland's Landscaping], LLC:

Coddington, Supervisor By: [Jacob Loveland], Agent By: Mike

Approved and authorized by the Howell
Township Board on _____, 2025.

SNOW REMOVAL CONTRACT

THIS AGREEMENT is made on the ____ day of _____, 2025, by and between Howell Township, a Michigan municipal corporation whose address is 3525 Byron Road, Howell, Michigan 48855 ("Township") and **E.T. Landscaping, a L.L.C** whose address **3195 Fisher Rd Howell, MI 48855** ("Contractor") for the purpose of Contractor serving as an independent contractor providing snow removal services for Township (the "Agreement").

Township and Contractor both agree to the following terms:

1. **SERVICES TO BE PERFORMED.** Contractor, upon the conditions hereinafter set forth, agrees to perform snow removal services for Township at the following locations:

A. Township Hall, 3525 Byron Road, Howell:

- a. Areas to be plowed and/or shoveled to be kept clear at all times:
 - i. The parking lot and driveway located on the north side of the building extending to Byron Road.
 - ii. The walkway which wraps around the building, Contractor agrees not to truck plow this area.
- b. Areas to be sanded or salted to be kept clear at all times:
 - i. The parking lot and driveway located on the north side of the building extending to Byron Road.
 - ii. The walkway which wraps around the building.

B. Sections of M-59 Walking Path Located within the Township's Jurisdiction:

- a. Areas to be plowed and/or shoveled when 2-inches or more of snowfall accumulates:
 - i. The entire M-59 walking path located within the Township's jurisdiction.
- b. Areas to be sanded or salted when 2-inches or more of snowfall accumulates:
 - i. The entire M-59 walking path located within the Township's jurisdiction.

C. Pioneer Cemetery, North Burkhart Road, Howell:

- a. Area to be plowed and/or shoveled when 2-inches or more of snowfall accumulates:
 - i. The driveway extending from the premises to North Burkhart Road.
- b. Area to be sanded if necessary:
 - i. The driveway extending from the premises to North Burkhart Road.

D. Additional snow removal services as mutually agreed to by the parties.

2. **TERMS OF PAYMENT AND COST.** Township will pay Contractor only for work actually performed. Contractor will invoice Township on a monthly basis, such invoices shall be due thirty (30) days from receipt and will include an itemized list of all services performed and subject to the following terms and conditions:

A. The services referenced in section 1.A.a, will be paid on a price per plow/shoveling basis and the cost will be as follows:

- a. \$ 100 . 00 (2"- 4" snow accumulation)
- b. \$ 150 . 00 (4"- 7" snow accumulation)
- c. \$ 200 . 00 (8" + snow accumulation)

B. The service referenced in section 1.B.a, will be paid on a price per plow/shoveling basis and the cost will be as follows:

- a. \$ 175 . 00 (2"- 4" snow accumulation)
- b. \$ 175 . 00 (4"- 7" snow accumulation)
- c. \$ 225 . 00 (8" + snow accumulation)

C. The service referenced in section 1.C.a, will be paid on a price per plow/shoveling basis and the cost will be as follows:

- a. \$ 75 . 00 (2"- 4" snow accumulation)
- b. \$ 75 . 00 (4"- 7" snow accumulation)
- c. \$ 100 . 00 (8" + snow accumulation)

D. The service referenced in section 1.D.a, will be paid on a price per plow/shoveling basis and the cost will be as follows:

- a. \$ (2"- 4" snow accumulation)
- b. \$ (4"- 7" snow accumulation)
- c. \$ (8" + snow accumulation)

E. The sand and salt services referenced in section 1.A.b, 1.B.b, 1.C.b and 1.D.b will be paid on a price per 50-pound application basis and the cost will be as follows:

- a. \$5 . 67

- 3. **ASSIGNMENT.** This Agreement may not be assigned or subcontracted without the written consent of Township.
- 4. **PERMITS AND LICENSES.** Contractor is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out the business, the tasks to be performed under this Agreement, and will provide confirming documentation promptly at Township's request. If at any time Contractor is no longer in compliance with the required permits and licenses Contractor will promptly provide notice to the Township.
- 5. **INSTRUMENTALITIES.** Contractor will supply all equipment, tools, materials and supplies necessary to accomplish the designated services.
- 6. **EXPENSES.** Contractor is responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; telephone service cost; and all salary, expenses, and other compensation paid to employees or contract personnel that Contractor hires to complete the work under this Agreement.
- 7. **GENERAL SUPERVISION.** Contractor retains the sole right to control or direct how the services described herein are to be performed, so long as Contractor does so in a lawful manner that is consistent with all other provisions in this Agreement and industry standards. Subject to the foregoing, Township retains the right to inspect at intervals of its own choosing, to stop work, to prescribe alterations, and generally to approve the work to ensure its conformity with the terms specified in this Agreement.
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- A. Contractor fully intends to perform services for third parties during the term of this Agreement.
- B. The services required by this Agreement will be performed by Contractor, or Contractor's employees or contract personnel, and Township will not hire, supervise, or pay any assistants to help Contractor.
- C. Neither Contractor nor Contractor's employees or contract personnel (if any) will receive any training from Township in the professional skills necessary to perform the services required by this Agreement.
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10. **LIABILITY.** Contractor will be responsible for any and all losses, liabilities, damages, injuries, claims, charges and costs to persons or property that in any way arise out of or relate to the performance of the services provided by Contractor or its employees or contract personnel.
11. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless the Township, its elected officials, employees and volunteers and others working on behalf of the Township against any and all claims, suits, damages, losses, or expenses, including but not limited to attorney's fees, arising out of, relating to, or resulting from the Contractor's performance of the services under this Agreement or the performance of such services by any employee, agent, or subcontractor of Contractor.
12. **LIABILITY INSURANCE.** During the term of this Agreement, Contractor shall maintain comprehensive general liability, auto and professional insurance, as is appropriate to furnish comprehensive coverage for all work to be performed under this Agreement by Contractor and providing for minimum amounts of five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) annual aggregate

limits. Such insurance obtained by Contractor shall name Township as an additional insured by means of an appropriate certificate and/or endorsement in a form acceptable to Township. Contractor will supply Township with evidence of such insurance for verification from time to time as Township may request.

13. **COMMENCEMENT.** This Agreement will become effective when signed by both parties.

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17. **APPLICABLE LAW and WAIVER.** This Agreement will be governed by the laws of the State of Michigan. The waiver of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach.

18. **ENTIRE AGREEMENT.** This contract represents the entire understanding between Township and Contractor, and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract.

AGREED to this ____ day of _____, 2025, at _____, State of Michigan.

Howell Township:

E.T. Landscaping, LLC:

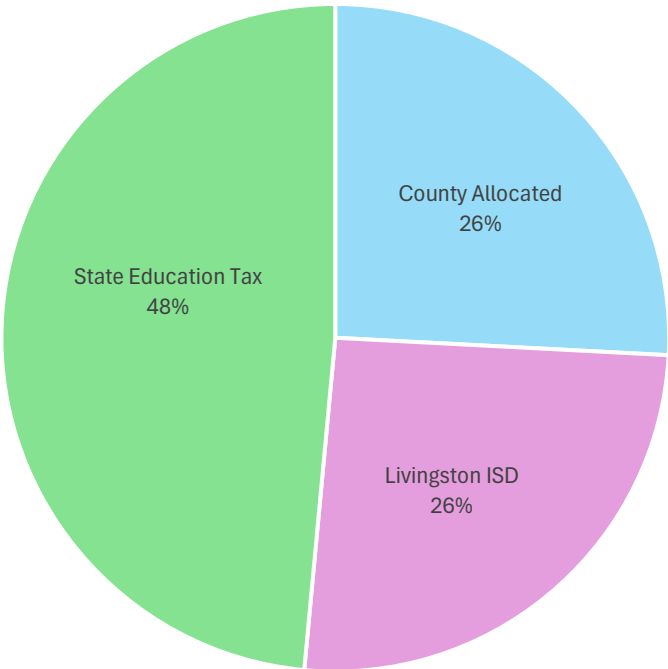
By: Mike Coddington, Supervisor

By: **[Easton Kramer]**, Agent

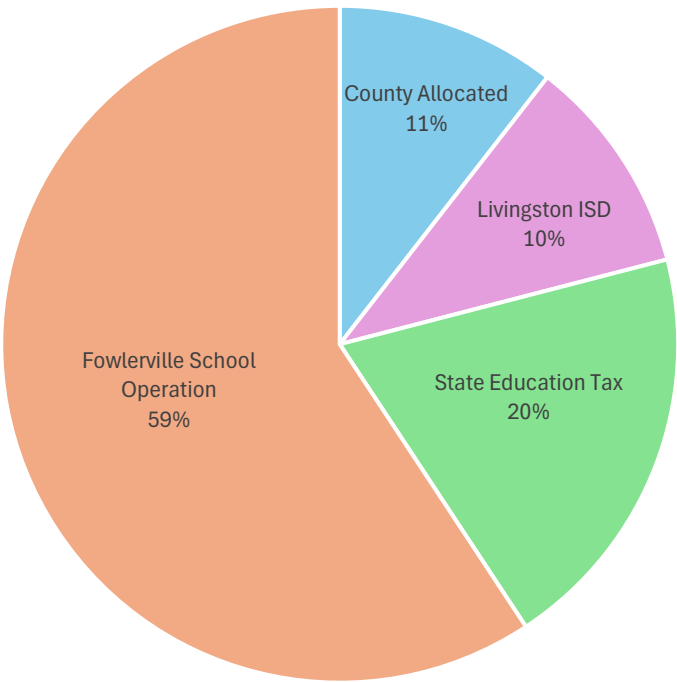
Approved and authorized by the Howell
Township Board on _____, 2025.

11B

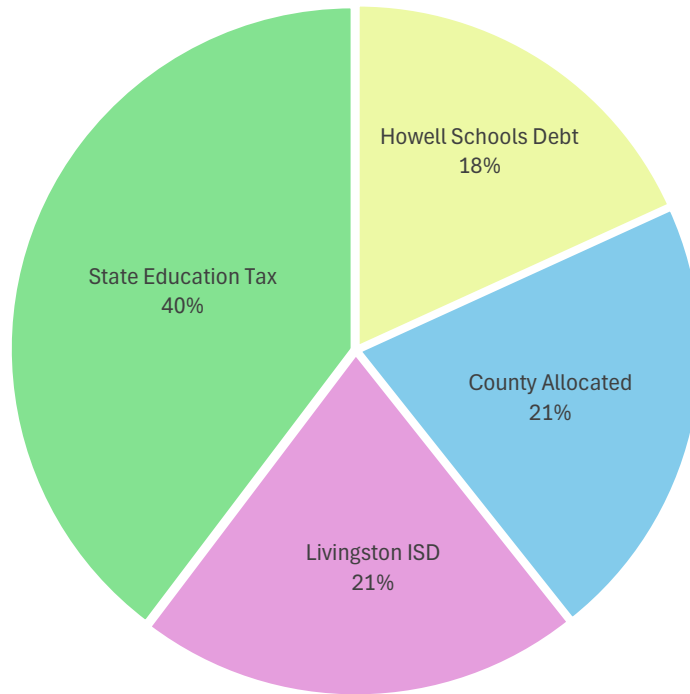
**SUMMER TAX BILL MILLAGE BREAKDOWN
FOWLerville SCHOOLS - 100% PRE**



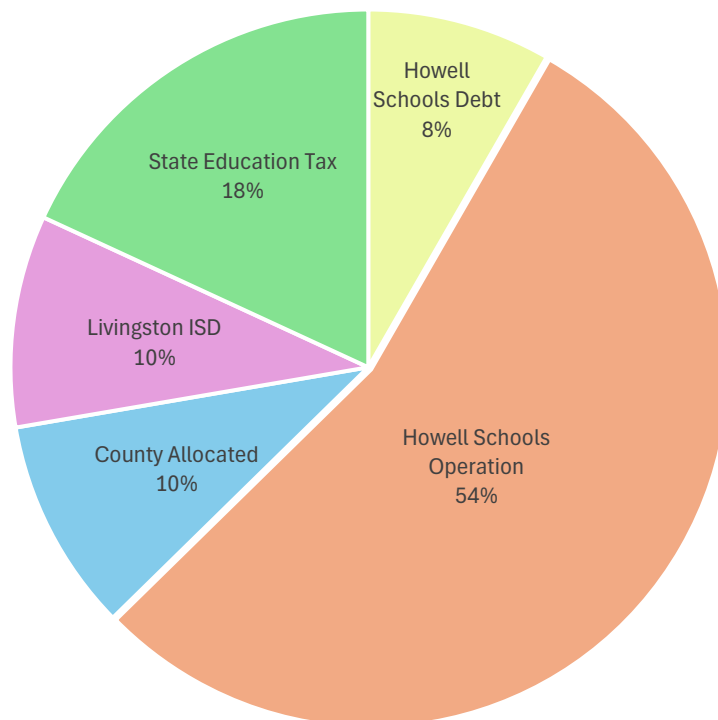
**SUMMER TAX BILL MILLAGE BREAKDOWN
FOWLerville SCHOOLS - 0% PRE**



**SUMMER TAX BILL MILLAGE BREAKDOWN
HOWELL SCHOOLS - 100% PRE**



**SUMMER TAX BILL MILLAGE BREAKDOWN
HOWELL SCHOOLS - 0% PRE**



SUMMER 2024

FOWLERVILLE SCHOOLS

HOMESTEAD

County Allocated	3.194700
Livingston ISD	3.172200
State Education Tax	6.000000
TOTAL	12.366900

FOWLERVILLE SCHOOLS

NON-HOMESTEAD

County Allocated	3.194700
Livingston ISD	3.172200
State Education Tax	6.000000
Fowlerville School Operation	18.000000
TOTAL	30.366900

HOWELL SCHOOL

HOMESTEAD

Howell Schools Debt	2.750000
County Allocated	3.194700
Livingston ISD	3.172200
State Education Tax	6.000000
TOTAL	15.116900

HOWELL SCHOOLS

NON-HOMESTEAD

Howell Schools Debt	2.750000
Howell Schools Operation	18.000000
County Allocated	3.194700
Livingston ISD	3.172200
State Education Tax	6.000000
TOTAL	33.116900

WINTER 2024

FOWLerville SCHOOLS - 47030

County Ambulance	0.282300
Fowlerville Library	1.321000
Fowlerville School Debt	9.550000
HCMA - Park	0.206200
Howell Fire Authority	1.984000
Howell Township Allocated	0.845300
Howell Township Roads	0.900200
Veterans Relief	0.091800
TOTAL	15.180800

HOWELL SCHOOL - 47070

County Ambulance	0.282300
HAPRA - Parks	0.500000
HCMA - Parks	0.206200
Howell Fire Authority	1.984000
Howell Library	1.023200
Howell School Debt	2.750000
Howell Township Allocated	0.845300
Howell Township Roads	0.900200
Veterans Relief	0.091800
TOTAL	8.583000

Howell Township, General Law Township

Howell Township Allocated- General Township Operations. www.howelltownshipmi.org

Howell Township Roads- Road Maintenance and Improvements. www.howelltownshipmi.org

Howell Fire Authority- Fire and Emergency Medical Services. www.howellfire.com

Livingston County Allocated- General County Operations. www.milivcounty.gov

Veterans Relief- Services for Veterans and their Dependents in Livingston County.
<https://milivcounty.gov/veterans>

Livingston County Ambulance- Ambulance and Emergency Medical Services.
www.milivcounty.gov/ems

Livingston ISD (Livingston Educational Service Agency Services Brighton)- ISD/LESA serves as an Intermediate School District for Fowlerville, Hartland, and Howell Schools.
<https://www.livingstonesa.org>

HAPRA Parks (Howell Area Park and Recreation Authority)- City of Howell, Howell, Genoa, Marion, and Oceola Township residents who are in Howell School district only pay this millage. These funds can be used to acquire, construct, operate, maintain, and improve public recreation centers, public auditoriums, public conference centers, and public parks.
<https://www.howellrecreation.org>

HCMA Parks- Depending upon ballot language Huron-Clinton Metroparks could use funds for general operations and/or construction, improvement, or renovation projects for the Metroparks.
www.metroparks.com

Howell School Debt- Construction, Improvements or Renovation Projects www.howellschools.com

Howell School Operating- General Operation of Howell Schools www.howellschools.com

Howell Carnegie District Library- Library funds can be used for general operations, construction, improvements, and/or renovations. www.howelllibrary.org

Fowlerville School Operating- General Operation of Fowlerville Schools www.fowlervilleschools.org

Fowlerville District Library- Library funds can be used for general operations and/or construction, improvement, or renovation projects for the library. www.fowlervillelibrary.net

1% Administration Fee- Howell Township uses these funds to offset costs for the assessing of property, collection of property tax, review and appeals of property assessments. Michigan State law (MCL 211.44)

State Education Tax (SET)– State of Michigan distributes funds to Michigan public K-12 schools.

11C

April 8, 2025

Howell Township Board

I am requesting approval for a FOIA class that Marnie and I attended on April 9th, 2025. I found out about the class at the conference and felt this is a great place to start with Information for proper procedures. This is a great place to learn and continue to learn. Please see the attachment for further information.

Thank You

Sue Daus



and the

Green Oak Twp Police Department

Present:

Basic Freedom of Information Act Training

April 9, 2025

0900-1600 hours

Green Oak Township Police Department

9400 Whitmore Lake Rd, Brighton, MI 48116

Cost: \$205

(MCOLES 302 and SNC Funds Registered)

This is not just another FOIA class.

The course is taught by Lori Hinkley, the recently retired Manager and FOIA Coordinator for the Transparency and Accountability Division of the Michigan State Police. The course will:

- Introduce the students to an overview of the Act.
- Define “public record” and “public body”.
- Introduce the students to processing of FOIA requests, fees, exemptions, rights of requestors.
- Present model response statements, forms, and case studies.
- Cover reports, UD10's, and video requests.

This class is for *anyone, sworn or civilian*, who needs an understanding of the Freedom of Information Act and those who are actually responsible for dealing with and answering the public's requests under the Freedom of Information Act at your agency.

The course is taught by **Lori Hinkley, J.D.** Lori is truly **THE** expert when it comes to FOIA in Michigan. She has taught for many years. She will pass on her many years of experience in dealing with the ACT and requests under the FOIA. You are sure to take away many practical tools.

REGISTER:

Call Eric at (810) 320-9517 or Email at eric@therossowgroup.com

11D

Monthly Permit List

04/02/2025

1/4

Commercial Land Use

Permit #	Applicant	Address	Fee Total	Const. Value
P25-026	ACE FACTORY	1475 N BURKHART F-180	\$50.00	\$0.00
Work Description: Removing shelves, installing indoor turf and POS station.				

Total Permits For Type:	1
Total Fees For Type:	\$50.00
Total Const. Value For Type:	\$0.00

Residential Land Use

Permit #	Applicant	Address	Fee Total	Const. Value
P25-042	Michael Chosid	1044 ADMIRAL DR	\$0.00	\$0.00
Work Description: New mobile home installation				
P25-039	Michael Chosid	1018 AVONDALE DR	\$0.00	\$0.00
Work Description: New mobile home installation				
P25-040	Michael Chosid	1022 AVONDALE DR	\$0.00	\$0.00
Work Description: New mobile home installation				
P25-041	Michael Chosid	1025 AVONDALE DRIVE	\$0.00	\$0.00
Work Description: New mobile home installation				
P25-022	RENEWAL BY ANDERSEN - Store 92	2131 BREWER RD	\$10.00	\$0.00
Work Description: Replacing 1 patio door and 1 entry door				
P23-188	OSBURN SERVICES, INC	2385 BYRON RD	\$50.00	\$0.00
Work Description: Generator installation 24kw Generac.				
P25-024	Ambia Energy LLC	1306 EDGEBROOK DR	\$10.00	\$0.00
Work Description: 11.475 KW residential solar system to be installed on roof.				
P25-027	A1 POOL SERVICE CHAD PIETILA	3072 HILL HOLLOW LN	\$50.00	\$0.00
Work Description: ZBA approved 1-12-2025 - waiver setback. Location 25' from rear 10' from side yard. - 18 foot above ground pool				
P25-023	NEIGHBORHOOD INSULATION CO. INC.	3964 INDIAN CAMP TRL	\$10.00	\$0.00
Work Description: Re-roof on house using dimensional shingles. No structural changes.				
P25-025	RAPID ROOFING	4265 INDIAN CAMP TRL	\$10.00	\$0.00
Work Description: Re-roof full tear off / installing new shingles on the house.				
P25-044	ZARZYCKI, BRADLEY FRABOTTA, GABRIELA	1520 E. MARR	\$50.00	\$0.00
Work Description: inground pool with fence				
P25-043	S & B BUILDING LLC A MICHIGAN LIMITED LIABILITY CO	3297 OAK GROVE RD	\$75.00	\$0.00
Work Description: 1744 sq foot ranch house with attached garage on basement				

P25-038	Michael Chosid	1019 RIVER LINE DR	\$0.00	\$0.00
	Work Description: New mobile home installation			
P25-037	Michael Chosid	1021 RIVER LINE DR	\$0.00	\$0.00
	Work Description: New mobile home installation			
P25-032	Michael Chosid	1023 RIVER LINE DR	\$0.00	\$0.00
	Work Description: New mobile home installation			
P25-028	Michael Chosid	1036 RIVER LINE DR	\$0.00	\$0.00
	Work Description: New mobile home installation.			
P25-029	Michael Chosid	1040 RIVER LINE DR	\$0.00	\$0.00
	Work Description: New mobile home installation			
P25-030	Michael Chosid	1080 RIVER LINE DR	\$0.00	\$0.00
	Work Description: New mobile home installation			
P25-031	Michael Chosid	1088 RIVER LINE DR	\$0.00	\$0.00
	Work Description: New mobile home installation			
P25-045	HEINZE JARED S AND KALEE	2667 THISTLEWOOD DR	\$50.00	\$0.00
	Work Description: 5' fence located in the side and rear yards, not located on the property line.			
P25-036	Michael Chosid	1023 WELLESLEY DR	\$0.00	\$0.00
	Work Description: New mobile home installation			
P25-035	Michael Chosid	1027 WELLESLEY DRIVE	\$0.00	\$0.00
	Work Description: New mobile home installation			
P25-034	Michael Chosid	4413 WILLOWBANK DR	\$0.00	\$0.00
	Work Description: New mobile home installation			
P25-033	Michael Chosid	4416 WILLOWBANK DR	\$0.00	\$0.00
	Work Description: New mobile home installation			

Total Permits For Type:	24
Total Fees For Type:	\$315.00
Total Const. Value For Type:	\$0.00

Sewer Connection

Permit #	Applicant	Address	Fee Total	Const. Value
PWS25-033	Michael Chosid	1044 ADMIRAL DR	\$5000.00	\$0.00
	Work Description: Sewer connection			
PWS25-027	Michael Chosid	1018 AVONDALE DR	\$5000.00	\$0.00
	Work Description: Sewer connection			
PWS25-029	Michael Chosid	1022 AVONDALE DR	\$5000.00	\$0.00
	Work Description: Sewer connection			
PWS25-031	Michael Chosid	1025 AVONDALE DRIVE	\$5000.00	\$0.00
	Work Description: Sewer connection			

PWS25-025	Michael Chosid	1019 RIVER LINE DR	\$5000.00	\$0.00
	Work Description: Sewer connection			
PWS25-023	Michael Chosid	1021 RIVER LINE DR	\$5000.00	\$0.00
	Work Description: Sewer connection			
PWS25-013	Michael Chosid	1023 RIVER LINE DR	\$5000.00	\$0.00
	Work Description: Sewer connection			
PWS25-005	Michael Chosid	1036 RIVER LINE DR	\$5000.00	\$0.00
	Work Description: Sewer Connection			
PWS25-007	Michael Chosid	1040 RIVER LINE DR	\$5000.00	\$0.00
	Work Description: Sewer Connection			
PWS25-009	Michael Chosid	1080 RIVER LINE DR	\$5000.00	\$0.00
	Work Description: Sewer Connection			
PWS25-011	Michael Chosid	1088 RIVER LINE DR	\$5000.00	\$0.00
	Work Description: Sewer connection			
PWS25-021	Michael Chosid	1023 WELLESLEY DR	\$5000.00	\$0.00
	Work Description: Sewer connection			
PWS25-019	Michael Chosid	1027 WELLESLEY DRIVE	\$5000.00	\$0.00
	Work Description: Sewer connection			
PWS25-017	Michael Chosid	4413 WILLOWBANK DR	\$5000.00	\$0.00
	Work Description: Sewer connection			
PWS25-015	Michael Chosid	4416 WILLOWBANK DR	\$5000.00	\$0.00
	Work Description: Sewer connection			

Total Permits For Type:	15
Total Fees For Type:	\$75000.00
Total Const. Value For Type:	\$0.00

Water Connection

Permit #	Applicant	Address	Fee Total	Const. Value
PWS25-034	Michael Chosid	1044 ADMIRAL DR	\$5000.00	\$0.00
	Work Description: water connection			
PWS25-028	Michael Chosid	1018 AVONDALE DR	\$5000.00	\$0.00
	Work Description: water connection			
PWS25-030	Michael Chosid	1022 AVONDALE DR	\$5000.00	\$0.00
	Work Description: water connection			
PWS25-032	Michael Chosid	1025 AVONDALE DRIVE	\$5000.00	\$0.00
	Work Description: water conneciton			
PWS25-026	Michael Chosid	1019 RIVER LINE DR	\$5000.00	\$0.00
	Work Description: water connection			
PWS25-024	Michael Chosid	1021 RIVER LINE DR	\$5000.00	\$0.00

	Work Description: water connection			
PWS25-014	Michael Chosid	1023 RIVER LINE DR	\$5000.00	\$0.00
	Work Description: water connection			
PWS25-006	Michael Chosid	1036 RIVER LINE DR	\$5000.00	\$0.00
	Work Description: water connection			
PWS25-008	Michael Chosid	1040 RIVER LINE DR	\$5000.00	\$0.00
	Work Description: water connection			
PWS25-010	Michael Chosid	1080 RIVER LINE DR	\$5000.00	\$0.00
	Work Description: water connection			
PWS25-012	Michael Chosid	1088 RIVER LINE DR	\$5000.00	\$0.00
	Work Description: water connection			
PWS25-022	Michael Chosid	1023 WELLESLEY DR	\$5000.00	\$0.00
	Work Description: water connection			
PWS25-020	Michael Chosid	1027 WELLESLEY DRIVE	\$5000.00	\$0.00
	Work Description: water connection			
PWS25-018	Michael Chosid	4413 WILLOWBANK DR	\$5000.00	\$0.00
	Work Description: water connection			
PWS25-016	Michael Chosid	4416 WILLOWBANK DR	\$5000.00	\$0.00
	Work Description: water connection			

Total Permits For Type:	15
Total Fees For Type:	\$75000.00
Total Const. Value For Type:	\$0.00

Grand Total Fees:	\$150,365.00
Grand Total Permits:	55.00

Code Enforcement List

04/02/2025

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
4040 MASON RD Complaint Owner is modifying the parking lot without applying to Planning Commission or permits.	GHELANI PRITI	4706-32-400-002	04/02/2025		OPEN - COMPLANT RECEIVE
Comments 3.29.25 - Notified that Angelo's party store is performing work to their parking lot. Owner has not applied to the PC for approval, nor applied for permits 3.31.25 - Site visit completed, verified work to parking lot, letter sent to owner					
5800 PRESTON RD Complaint Trash and furniture left at the road for a month	BARROW JAMES A & G	4706-02-200-007	02/26/2025	PUBLIC - EMAIL	OPEN - COMPLANT RECEIVE
Comments 2.26.25 - Received complaint. Site visit completed. Letter sent to owner. 3.31.25 - Site visit completed, violation still present. Letter sent to owner.					

Code Enforcement List

04/02/2025

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
3276 HILL HOLLOW LN Complaint Abandoned junk vehicle left in the road, not working, not in use.	JOHNSTON PHILIP AN	4706-13-302-019	02/25/2025	PUBLIC - EMAIL	OPEN - COMPLANT RECEIVE
Comments 2.20.25 - Complaint received 2.25.25 - Site visit completed, contacted Sheriff's Dept - verified owner, sent letter to owner. 3.31.25 - Site visit completed, car has been moved, still parked in the street but at a different location.					
222 BAIN DR Complaint Business being run out of the house, camper in front yard, business trucks, building built without a permit.	OTREMBA EMILY AND	4706-14-401-039	02/13/2025	PUBLIC - EMAIL	OPEN - COMPLANT RECEIVE
Comments 2.13.25 - Complaint received 2.26.25 - Site visit completed. Review completed. Letter sent to owner. 3.4.25 - Spoke to owner RE violations and remediation. 3.5.25 - Spoke to owner RE violations and remediation. 3.31.25 - Site visit completed, camper parked in driveway in front yard. No other vehicles or trailers on property. 4.1.25 - Received email from neighbor with photographs 4.2.25 - Received email from neighbor with photographs					

Code Enforcement List

04/02/2025

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
3710 BOWEN Complaint Plumbing company is being run out of a home with many vehicles and commercial dumpster in the front yard.	ORDUNA PLUMBING I	4706-21-100-013	02/13/2025	PUBLIC - EMAIL	OPEN - COMPLANT RECEIVE
Comments 2.13.25 - Complaint received 2.26.25 - Investigation complete, site visit completed 2.27.25 - Letter sent to owner 3.31.25 - Site visit completed, dumpster no longer on property					
3750 BOWEN RD Complaint Business being run out of the home, over 20 vehicles, trailers, and equipment in yard with many temporary buildings.	BENFORD ANDREW T	4706-21-100-028	02/13/2025	PUBLIC - EMAIL	OPEN - COMPLANT RECEIVE
Comments 2.13.25 - Complaint received 2.26.25 - Investigation complete, site visit completed 2.27.25 - Letter sent to owner 3.12.25 - Spoke to owner, plans to remediate violation 3.31.25 - Site visit completed, some clean up has occurred					

Code Enforcement List

04/02/2025

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
2900 BREWER RD Complaint Broken down vehicle in front yard, farm tractor on a lot under 2 acres.	LECHEVALIER KAYED	4706-22-200-014	02/13/2025	PUBLIC - EMAIL	OPEN - COMPLANT RECEIVE
Comments 2.13.25 - Received complaint 2.14.25 - Spoke to homeowner about violations 2.19.25 - Letter sent to homeowner 2.19.25 - Homeowner provided proof of registration and insurance 2.25.25 - Spoke to homeowner and Twp. Planner RE parking 3.31.25 - Site visit completed, violations still present. Waiting on letter from Twp. Planner.					
3408 CHERYL DR Complaint Has 3 junk cars, junk boat, junk camper, and at least 80 yards of debris scattered in his backyard.	MELTON HAROLD D &	4706-14-401-029	02/10/2025	PUBLIC - EMAIL	OPEN - COMPLANT RECEIVE
Comments 2.10.25 - Complaint received. 2.11.25 - Site visit completed. 2.12.25 - Letter sent to owner. 2.18.25 - Owner came into the Township and discussed the violations. The owner has agreed to a schedule to remediate the violations. 3.31.25 - Site visit completed, no visible change.					

Code Enforcement List

04/02/2025

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
3353 BOWEN RD Complaint Camper parked in the front yard.	FRANTJESKOS CHARL	4706-21-400-005	02/10/2025	PUBLIC - EMAIL	OPEN - COMPLANT RECEIVE
Comments 2.10.25 - Complaint Received 2.11.25 - Site visit completed 2.11.25 - Letter sent to owners 2.24.25 - Spoke to Homeowner RE violation 2.24.25 - Received correspondence from Homeowner RE violation and remediation agreement 2.25.25 - Sent letter to Homeowner RE remediation agreement 3.31.25 - Site visit completed, RV parked in back yard					
70 HENDERSON RD Complaint Dumpster on site for months. Piles of debris on site and people dropping off garbage and adding to piles of debris.	LESPERANCE CHRIS A	4706-24-301-017	12/02/2024	ANONYMOUS	OPEN - COMPLANT RECEIVE
Comments 12.10.24 - Site visit completed. Verified complaint, dumpster is on site with large pile of junk near the dumpster. Letter sent to owner. 1.27.25 - Site visit completed. Violation still exists. Letter sent to owner. 1.29.25 - Received phone call from homeowner. They did not understand that this was not allowed and will be getting it taken care of. 2-11-2025 - Homeowner (Kate) called, the dumpster has been removed and the junk is being removed either 2-12- or 2-13. She will let us know. 3.31.25 - Site visit completed. Dumpster no longer on site, all junk has been removed, trailer parked in side yard. Matter is closed, letter send to owner					

Code Enforcement List

04/02/2025

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
5704 CRANDALL RD Complaint A person is living in an RV in the back of the property against Township Ordinance.	JEWETT RICHARD L &	4706-05-200-004	11/25/2024	PUBLIC - EMAIL	OPEN - COMPLANT RECEIVE
Comments 12.10.24 - Site visit completed. RV is located in the back of the property. Letter sent to owner. 1.27.25 - Site visit completed. No visible change. Letter sent to owner. 2.11.25 - Requested additional information from complainant 3.10.25 - January letter returned unclaimed. 3.11.25 - December letter returned unclaimed. 3.31.25 - Site visit completed. New letter mailed out and posted to structure.					
4141 W GRAND RIV Complaint House is neglected, building unsafe, junk in yard.	TONON CHIARINA S	4706-20-400-012	09/24/2024		OPEN - COMPLANT RECEIVE
Comments 9.24.24 - Contacted Livingston County Building Department RE performing dangerous building inspection. 10.3.24 - Received LCBD determination letter. Contacted Spicer RE Dangerous Buildings Hearing Officer availability. Spicer does not currently have availability to perform these duties. 10.17.24 - Letter sent to owner. 12.19.24 - No response received. Second letter sent to owner with tracking. 1.9.25 - Spoke to owner, is getting quotes from companies to demolish the structures. Provided contact information to Township and will stay in touch with progress reports. 1.27.25 - Violation still present. 3.31.25 - Site visit completed, violation still present, no visible change					

Code Enforcement List

04/02/2025

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
5407 OAK GROVE RD Complaint	CITIZENS BANK NA	4706-02-401-008	09/10/2024	PUBLIC - EMAIL	OPEN - COMPLANT RECEIVE
Garbage outside on the lawn surrounding the house and overflowing from the garage. Garbage is attracting vermin.					
Comments					
9.10.24 - Complaint received. Site visit completed. Letter sent to owner and to bank.					
10.8.24 - Site visit completed. No change in condition. Letter sent to owner and to bank.					
10.17.24 - Original certified letter to owner returned.					
10.21.24 - Letter posted on the house.					
11.6.24 - Site visit. Letter is no longer posted to the house. No change in condition.					
12.10.24 - Site visit. No change in condition. Property in foreclosure.					
3.31.25 - Site visit completed. Tree has been removed from the house, garbage has been removed from inside the garage. Pile of rubbish at the road.					
30 SANTA ROSA DR Complaint	FAGAN, SHANE	4706-33-400-050	07/02/2024		OPEN - COMPLANT RECEIVE
Owner is operating a manufacturing business in the SFR zoning district.					
Comments					
7.2.24 - Reviewed information regarding Speakeasy Speed Shop. Not a permitted use in the SFR zoning district. Violation letter sent to owner.					
8.1.24 - Site visit completed. No observed business activity at site.					
9.4.24 - Site visit completed. Searched website and watched YouTube videos. Industrial use is continuing at this location in SFR Zoning district. Letter sent to owner.					
9.30.24 - Communication from owner received, attached. Owner is requesting Township Board to modify home occupation portion of Zoning Ordinance to allow this use in SFR Zoning.					
Enforcement action will pause until a decision has been made.					
10.16.24 - Ticket submitted to Court					
10.17.24 - Ticket presented to homeowner. Discussion with homeowners.					
11.14.24 - Ticket not paid. Owner has requested a formal hearing.					
1.13.25 - Hearing adjourned until 2.12.25.					
2.12.25 - Hearing held, but not finished. Remainder of hearing scheduled for 3.26.25					
3.26.25 - Owner found responsible for violating Township Ordinance, court order attached					

Code Enforcement List

04/02/2025

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
3265 W GRAND RIVER A Complaint Starting to add more parking on adjacent lot owned by MDOT without permits.	AMERICAN LEGION P	4706-28-200-010	05/21/2024		OPEN - COMPLANT RECEIVE
Comments 4.25.24 - Received call regarding work being done by American Legion. Site visit, verified work was underway. Contacted MDOT RE approval. 5.21.24 - Site visit completed, violation still present. Sent letter to American Legion. 6.18.24 - Site visit. More work has been completed including installing gravel in excavated area and a tent and fencing has been erected next to gravel area on MDOT property. Letter sent to American Legion. 8.1.24 - Site visit completed. Tent and fencing have been removed, large pile of dirt has been removed, additional gravel parking area still on MDOT property. 9.4.24 - Site visit completed. Violation still present. Posted Notice of Violation Ticket to front door, mailed a copy of the violation. Ticket #: 0202 9.4.24 - Phone conversation with Commander Laura Goldthwait. Requested letter explaining the violation and steps moving forward. Mailed to Legion, emailed to Laura, attached. 9.12.24 - Received correspondence from Legion's attorney denying all responsibility. Documents provided to Township's attorney. Township's attorney has contacted Legion's attorney. 10.8.24 - Site visit completed. Photos of Legion using the additional parking attached. 12.10.24 - Site visit completed. Christmas trees located in additional parking area and land east of building. Letter sent regarding temporary uses requiring permits. 1.27.25 - No change to property 3.31.25 - No change to property					
3590 W GRAND RIV Complaint Zoning Violations:Outdoor storage without screening, setback issues, parking not hard surfaced, no sign permit.	HASLOCK PROPERTIE	4706-28-100-024	05/06/2024		OPEN - FIRST LETTER SENT
Comments 5.13.24 - Violation letter to Occupant returned. 5.20.24 - Received phone call from owner. Will be preparing a site plan to take before the Planning Commission for approval. 6.20.24 - Received phone call from owner, discussed site plan requirements. 9.4.24 - Sent letter to owner RE site plan progress. 9.12.24 - Spoke to owner, Engineer has site plans almost complete. Will submit for review in the near future. 2.27.25 - Spoke to owner, Engineer will be submitting plans in the next week or two. 3.31.25 - Site visit completed, violations still present					

Code Enforcement List

04/02/2025

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
5057 WARNER RD Complaint LARGE AMOUNT OF JUNK AND LITTER IN THE YARD.	HARTER EDWARD H	4706-19-200-005	03/14/2022	PUBLIC/ EMAIL	OPEN - SECOND LETTER SEN
Comments					
4.17.2023 THERE IS MORE JUNK NOW THEN THERE WAS LAST MARCH OF 2022 OR JANUARY OF 2023.					
5.25.2023 I SPOKE WITH MR. HARTER HE IS STARTING TO CLEAN THE SITE UP, HE SAID THAT IT WILL TAKE SOME TIME TO GET IT ALL CLEANED UP. I WILL BEE CHECKING ON HIS PROGRESS EVERY FEW WEEKS TO MAKE SURE HE IS MAKING PROGRESS.					
6.29.2023 SOME PROGRESS HAS BEEN MADE. WILL CHECK BACK IN A COUPLE OF WEEKS.					
1.9.2024 did a site vist there has been no progress made on the clean up.					
1.11.2024 Finial letter sent.					
3.20.24 - Site visit. No remediation of issues has taken place. Photos attached.					
3.25.24 Spoke to owner. Owner is working on cleaning up the property, has dumpsters being delivered, scrap is in piles and ready to be taken to the scrap yard. Has requested 3 months to get the property cleaned up. Letter sent in confirmation of agreement. Scheduled visit for June 25th.					
4.23.24 - Site visit. Violation still present. Scheduled reinspection.					
5.20.24 - Site visit. Work has been started. Violation still present. Scheduled reinspection.					
6.18.24 - Site visit. Violation still present, no evidence of continued clean up activity. Will reinspect on June 25th as agreed.					
6.25.24 - Site visit. Minimal changes to site, violation still present. Letter sent to owner.					
8.1.24 - Site visit completed. Owner still working on clean-up.					
9.4.24 - Site visit completed, spoke to homeowner. Owner claims to have back of property nearly complete. Dumpster to be arriving next week, neighbors helping to remove scrap in the next few days.					
10.8.24 - Site visit completed. No evidence of activity. Final violation letter sent to owner.					
11.6.24 - Site visit completed. No evidence of activity. Will check property on 11.14.24 per letter.					
11.14.24 - Site visit completed. No evidence of activity. Ticket number 0204 issued. Ticket mailed to homeowner 11.18.24.					
12.4.24 - Spoke to homeowner. He will be completing a clean-up schedule and providing it to the Township. If the schedule is followed and clean-up of property is achieved ticket will be waived.					
12.10.24 - Schedule has not been provided to Township. Site visit completed, no change.					
1.27.25 - Site visit completed, no change. Schedule has not been provided to Township. Final violation letter sent to owner.					
2.3.25 - Received phone call from owner's wife, owner is currently in jail. By February 24th they will contact the Township to discuss deadlines for removing the junk from the site. Letter sent to owner to confirm same.					
2.24.25 - Spoke to owner's wife.					
2.28.25 - Spoke to owner's wife, came to agreement on clean up schedule. Letter on agreement sent to owner.					
3.17.25 - 2.28 letter returned. Mailed out letter again.					
3.21.25 - Homeowner left message stating that all scrap metal has been removed, two vehicles will be removed this week. We may stop by any time to see the progress.					
3.31.25 - Site visit completed, violation still present					

11E

Monthly Activity Report for March 2025 – Assessing Dept/Brent Kilpela

MTT UPDATE:

Howell W P Acquisition Group, LLC v Howell Township: Petitioner shared the results of their appraisal. Waiting for the 2025 appeal to be filed before settlement negotiations will begin.

SMALL CLAIMS TRIBUNAL:

No Open Appeals

ASSESSING OFFICE:

ASSESSOR: Held all required March Board of Review meetings. The Board of Review handled sixteen petitions over March 10th and March 12th. All required reports were sent along with the Assessment Roll to County Equalization. The County Equalization process was completed on March 17th for Howell Township. The required State reporting and data uploads were then completed online through the Michigan Equalization Gateway and State of Michigan FTP site. The database will be rolled over in Mid-April to start the 2026 Assessment Roll. The PA 660 Audit information gathering stage has started. Assessors are required to upload all requests to the Michigan Equalization Gateway. The State is still trying to figure out how to obtain all BS&A Cloud databases. The audit appointment will be conducted during the first week of June.

OTHER: Attended March Wastewater Treatment Plant meeting. Completed the annual Tax Allocation Budget for the County Commissioners. Started preliminary work on the 2025-2026 Howell Township Budget.

11H

DRAFT

**HOWELL TOWNSHIP PLANNING COMMISSION
REGULAR MEETING MINUTES**

3525 Byron Road Howell, MI 48855

March 25, 2025

6:30 P.M.

MEMBERS PRESENT:

Wayne Williams	Chair
Robert Spaulding	Vice Chair
Mike Newstead	Secretary
Tim Boal	Board Representative
Chuck Frantjeskos	Commissioner
Sharon Lollo	Commissioner

MEMBERS ABSENT:

Matt Stanley	Commissioner
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Also in Attendance:

Township Planner Grayson Moore, Colbie Harris from Mitch Harris Building Company, Pat Keough from ACE Civil Engineering and Zoning Administrator Jonathan Hohenstein

Chairman Williams called the meeting to order at 6:30 pm. The roll was called. Chairman Williams requested members rise for the Pledge of Allegiance.

APPROVAL OF THE AGENDA:

Motion by Boal, **Second** by Spaulding, **“To move 12B and make that number 10, and then subsequently the rest of them would be 11, 12, 13, 14, and 15.”** Motion carried.

APPROVAL OF THE MEETING MINUTES:

February 25, 2025

Motion by Newstead, **Second** by Spaulding, **“To approve.”** Motion carried.

Call to the Public

None

ZONING BOARD OF APPEALS REPORT:

None

TOWNSHIP BOARD REPORT:

Draft minutes are included in the packet. Board representative Boal gave an update on rezoning for Hydraulic Drive that was approved from Industrial-to-Industrial flex. Heritage Square PUD agreement and final site approval passed. Amendment for increased lot coverage was denied but was passed at the Special Board Meeting on March 17th. Vice Chair Spaulding questioned the number of lots for the increased lot coverage.

ORDINANCE VIOLATION REPORT:

Report in packet. Commissioner Lollo questioned if there was an area on the Township website to track violations with monetary fines, tickets and number of visits to property. Zoning Administrator Hohenstein reviewed the process of distributing violation tickets. Vice Chair Spaulding questioned when does running a business out of a home become a problem with the Township.

BUSINESS ITEMS:

A. New Business:

1. Mitch Harris Building Co., PC2025-02, Parcel #4706-27-300-030, Preliminary Site Plan Review. Township planner Moore gave an overview of the site plan. This is for a 4-unit Townhome development at the corner of Grand River and Edgebrook Drive. The proposed units will be two story buildings with an attached garage and first floor patios. The site is 2.24 acres. Board Representative Boal questioned why it's taxed commercial but zoned as multi-family. Pat Keough from ACE Civil Engineering and Colbie Harris from Mitch Harris Building Company discussed items that needed to be addressed in Township Planner's report. Commissioner Lollo questioned square footage of each unit and if they will be rentals or sold separately. Commissioner Frantjeskos questioned square footage of each floor. Vice Chair Spaulding questioned if these units would be a self-standing association or would be part of River Downs Association, if there were plans in the future to develop additional units on this site and proposed outside lighting plan. Board Representative Boal was concerned with the tight dimensions and would like to see more detail due to the fenced in detention basin and requested a preliminary report from the Drain Commission due to complaints from residents in the area with drainage concerns. Commissioner Lollo questioned whether the screening would be Arbor Vite trees or fencing. Discussion followed. **Motion** by Boal, **Second** by Newstead, **"To postpone PC2025-02, Parcel #4706-27-300-030 until such time the applicant can address the concern in the Planner's report, I'm just going to say 1 thru 16, I know some of them have already been addressed, so if they're not there then they will just disappear when you come back, so the only one you did say you had problem with was number 10 reducing the pavement to the site, we can take that up with the rest of them I guess, any other amendments we need to make?"** Motion carried.

SCHEDULED PUBLIC HEARINGS:

- A. Renewable Energy Ordinance Public Hearing: **Motion** by Boal, **Second** by Newstead, **"To open the public hearing."** Motion carried. **Motion** by Newstead, **Second** by Frantjeskos, **"To close the public hearing."** Motion carried. Commissioner Frantjeskos questioned if the Township has an overlay district. Chairman Williams questioned should the Township decide to do nothing can the state mandate solar energy being installed on private property. Vice Chair Spaulding questioned if there was a commercial property ordinance for solar panels and if there was ever an ordinance adopted, if a solar overlay district is needed and is there an advantage/disadvantage to having one. There are concerns with hazardous waste and what will happen with the batteries and panels if they are abandoned by home owners or reach the end of their life. Board Representative Boal concerned with public health safety and welfare of residents if the panels break/leak, concerns of battery storage and how the noise decimal was decided. Commissioner Lollo asked for clarifications of who owns property near potential overlay district. Chairman Williams questioned if we could add regulation for fire suppression of battery storage systems. Discussion followed and questions were answered by Zoning Administrator Hohenstein and Township Planner Moore. **Motion** by Spaulding, **Second** by Newstead, **"To postpone action on the proposed text amendment so that the following items can be addressed, Grayson if you can look at stricter fire control systems and decommissioning definition, some of the word changes that I had, adding sales/credit."** Motion carried.

OTHER MATTERS TO BE REVIEWED:

- A. Legal Update- Discussion on legal motions and taking of meeting minutes.

BUSINESS ITEMS:

- A. Unfinished Business
1. ADU Ordinance- Commissioner Lollo read her letter on her concerns regarding potential ADUs in the Township. Planner Moore reviewed the ordinance and answered questions. Commissioner Frantjeskos spoke on being able to put an extension on an existing residence to be able to house family members in need. Vice Chair Spaulding questioned what needs to be changed to incorporate the approval of ADUs with a Special Use Permit and the current cost of a Special Land Use Permit. Chairman Williams questioned what is legally enforceable to be considered family. Discussion followed. **Motion** by Newstead, **Second** by Spaulding, **"To postpone action on the proposed text amendment so the following items can be addressed, that all changes that were discussed in this meeting are added to the final ordinance Special Use."** Motion carried.

CALL TO THE PUBLIC:

None

ADJOURMENT:

Motion by Spaulding, **Second** by Lollo, **"To Adjourn."** Motion carried. The meeting was adjourned at 8:45 P.M.

Date

Mike Newstead
Planning Commission Secretary

Marnie Hebert
Recording Secretary

Legal Update: February 2025 Recent Michigan Zoning-Related Cases

Throughout the last year, appellate courts at the state level have issued several decisions that will have a notable impact on townships and municipalities in general. Given the large number of recent municipal cases, this E-Letter could not cover them all. Instead, we have curated a list that includes five cases demonstrating everything from a rehash of foundational principles of making bulletproof zoning decisions to the changed application of the Open Meetings Act to require open meetings for essentially any committees performing governmental functions for municipalities. The cases addressed in this E-Letter highlight the importance of establishing when ordinances are non-zoning versus zoning, greater risks for private property owner disputes to pursue alleged zoning ordinance violations in court, and the importance of zoning bodies to identify specific information that does not support approval of a zoning request. This E-Letter explores those topics in-depth and provides practical takeaways for municipal officials and consultants to consider.

The Michigan Court of Appeals Reaffirms that Planning Commission Denials Must Include Factual Findings and Conclusions Supporting the Final Decision

Many zoned townships in Michigan rely upon zoning ordinances that divide up the Township into zoning districts and list uses that are permitted by right and by special use (sometimes referred to as conditional use) within each zoning district. Generally, special uses are treated with a similar process wherein a list of specific criteria must be considered in determining whether to grant or deny a specific special land use. More than a majority of zoned communities grant such special land uses with the planning commission, but it is certainly not unique to have the planning commission serve as a recommending body. If that is the case, the legislative body will then act as the final decision-maker on special land use requests. Regardless of the unique steps or distinctions between the final decision-maker, a Michigan circuit court made clear in *JS Beck Rd LLC v Charter Twp of Northville*, 2024 Mich App LEXIS 9219, that planning commissions (as the final decision-maker) are required to adequately articulate the basis for their decision in their minutes or in an issued written decision.

In this case, the plaintiff (Beck) attempted to build and operate a childcare and education facility near an intersection in Charter Township of Northville, Michigan. The site was zoned for single-family residential homes, and the intersection was known to be “one of the busier intersections.” The Township of Northville Ordinance provides the six criteria that are considered for granting a special land use. Beck submitted an application that included multiple iterations of development site plans, a traffic impact study that indicated the intersection after development would “remain acceptable” with traffic signal guidance during rush hour, and an agreement from Wayne County to assist with traffic signal manipulation to reduce traffic. Beck’s representatives also attended the planning commission’s public hearings on the application to advocate for its approval. In contrast, the Township Planner attended the hearing to advocate against the development. Ultimately, the planning commission denied Beck’s special land use application, and individual members expressed concerns regarding incompatibility with adjacent land uses, the master plan, and adversely impacted traffic. None of the individual members submitted findings or conclusions to represent the degree of which Beck’s application complied with standards for a special land use. Further, the planning commission never incorporated the concerns in a statement of findings or conclusions that stated the basis for Beck’s denial.

Beck appealed. On appeal, zoning decisions are reviewed for two core requirements: (1) did the decision comport with law; and (2) was the decision supported by competent, material, and substantial evidence. The courts have explained that the amount of evidence is less than a preponderance (meaning more likely than not), but must be more than a scintilla of evidence. Substantial evidence is evidence “a reasonable mind would accept as adequate to support a decision.” Furthermore, when there is substantial evidence, the court must not replace its discretion with that of the administrative tribunal.

The Township argued that the planning commission adequately supported its denial with detailed findings and conclusions based primarily on the development’s incompatibility with adjacent land uses, incompatibility with the master plan, and adverse impact on traffic. The circuit court vacated the planning commission’s denial of Beck’s special land use application and focused on whether there was competent, material, and substantial evidence. The circuit court reasoned that special land uses are to overcome adjacent uses, and found it was “inadequate to conclude the decision was supported by competent, material, and substantial evidence under MCL 125.3606.” In fact, both reviewing courts noted that MCL 125.3502(4) was specific in requiring that decisions on special land use “shall be incorporated in a statement of findings and conclusions relative to the special land use which specifies the basis for the decision.”

The Township then appealed, and the Court of Appeals rejected its arguments. The Court of Appeals, relying on a similar decision it issued just five months previously (*Lakeview Vineyards, LLC v Oronoko Charter Township*, 2024 Mich App LEXIS 4581), found fault in the failure to identify findings or conclusions specifying the basis for its special land use decision. The court noted that it failed to incorporate individual member concerns or findings in any detail that provided the basis of the denial. This failure to provide an adequate basis did not comply with the MZEA. As a result, the Commission’s decision was vacated, and the court remanded for the Commission to provide its findings and conclusions regarding the application in compliance with the MZEA and local ordinance.

There are several practical takeaways from this decision. The final decision-maker on a special land use must issue detailed statements of findings and conclusions when granting, granting with conditions, or denying special land use applications. Although it is tedious and certainly an additional effort for zoning staff and the planning commissioners (or legislative body), it is important to complete this necessary step. The court even noted that recording individual concerns prior to a final decision was not sufficient.

For special land use decisions, the planning commissioners are guided by the criteria. They therefore should specify which criteria are not met and how with reference to specific ordinance requirements. The same would be true for an approval or approval with conditions. When considering conditions, it can often be appropriate to further articulate the basis supporting each condition.

In *JS Beck Rd LLC*, and appropriately so, the court did not reverse and then approve of the use. Instead, the court properly remanded the case back to the planning commission. When remanded, planning commissioners should consult with their legal counsel and experts, as well as properly document their decision process and whether a new hearing will be held and new evidence received should be considered early after the remand.

Michigan Supreme Court's Decision in *Saugatuck Dunes Coastal Alliance* Continues to Impact Standing to Appeal Zoning Decisions

Three years ago in *Saugatuck Dunes Coastal Alliance*, the Michigan Supreme Court revisited the test that determines who is allowed to challenge zoning decisions. Certainly, no one takes issue when the applicant appeals after a denial or allegedly imposed improper zoning condition. But, other parties, whether independent neighbors or organized interest groups, routinely participate in an appeal after an applicant has been granted a zoning approval. As a result, the Supreme Court analyzed the standard for determining how these other parties can challenge zoning decisions under the “aggrieved party” standard set forth in the Michigan Zoning Enabling Act (“MZEA”). This same term is typically restated in most, if not all, local zoning ordinances. Based on the Court’s review of the statutes and other available authority, the court held that to be a “party aggrieved” under MCL 125.3605 and MCL 125.3606, the appealing party must meet three criteria.

First, the party must have participated in the challenged proceedings by taking a position on the contested decision, such as through a letter or oral public comment. Second, the party must claim some legally protected interest or protected personal, pecuniary, or property right that is likely to be affected by the challenged decision. Third, the party must provide some evidence of special damages arising from the challenged decision in the form of an actual or likely injury to or burden on their asserted interest or right that is different in kind or more significant in degree than the effects on others in the local community.

Last summer, the Michigan Court of Appeals revisited this new standard, but with an interesting twist. *Beverly Hills Racquet & Health Club, Ltd v Vill of Beverly Hills Zoning Bd of Appeals*, 2024 Mich App LEXIS 5048. The appealing party operated a longstanding racquet and health club that offered child daycare to its members. The service had become a key to the club’s success through the pandemic. According to the record, no other child daycare facility existed in the Village of Beverly Hills until the Village provided zoning approvals that would allow a mixed-use retail space and childcare facility to proceed forward. The club argued that it had a right to appeal the approval because it had economic interests in the decision and the approval increased competition in the allegedly same market of child daycare, which could negatively impact the club.

The court turned to the third standard and focused on whether the club had special damages that were different in kind or more significant in degree than the effects on others in the local community. Factors that are relevant when determining special damages include the following: a) the type and scope of the proposed, approved, or denied change; b) the nature and importance of the protected right or interest that is asserted; c) the immediacy and degree of the alleged injury or burden, and its connection to the challenged decision as compared to others in the local community; d) if the party is a real-property owner or lessee, the proximity of the property to the site of the proposed development or approval, and the nature and degree of the alleged effect on the real property.

In a surprising twist, the court found that economic interests/harm may constitute “special damages” sufficient to form the basis of standing. The record indicated that the economic harm was only potential at the time of the zoning process, but the court was not deterred from finding standing existed. The court noted a recent order by the Michigan Supreme Court in *Tuscola Area Airport Auth v Mich Aeronautics Comm’n*, 511 Mich 1024 (2023), where potential economic harm was recognized in an airport zoning board of appeals decision.

As a result, municipalities should expect that individuals and interest groups are going to actively participate in zoning processes to ensure they satisfy the requirements under *Saugatuck Dunes Coastal Alliance*. This case further suggests that the zoning boards should not be surprised when they receive additional information about harms and injuries that are incurred by those individuals and interest groups as result of an approval so as to build a record related to standing before the ZBA.

Due to this evolving standard, ambiguity remains as to when a party has standing to appeal a zoning decision. The court here noted it should be a low threshold. As a result, municipalities should always carefully consider and discuss when an appeal is filed whether there are any standing issues. If standing is challenged and the municipality succeeds, the case will be dismissed in the early stages of the process. This is particularly true as courts are now opening the door to economic harms being included as a basis for standing.

Courts Expand Ability for Private Neighbor Disputes to Sidestep Municipal Enforcement Process and Seek Private Enforcement of Local Ordinances

Neighbor disputes are not uncommon or new. Neither are telephone calls and complaints to the municipality to enforce such ordinances against neighbors. Municipalities are often complaint-driven, and thus in those circumstances, the complaints are investigated and there is a determination of whether formal action will be taken. Municipalities can exercise their discretion on whether enforcement is appropriate, which can stem from the municipality taking less aggressive approaches to obtain compliance, legal defenses that may exist, concerns over costs, or even municipal interests in future amendments to their ordinances that may cure a complaint or compliance. Even so, private individuals can file nuisance claims in a court of law based on violations of ordinances—particularly zoning ordinances which are statutorily identified as a nuisance per se. This means that if the violation of the ordinance is established then the elements of a nuisance per se have been met and a remedy could be awarded.

As discussed above with the standing threshold for zoning decision appeals, standing similarly applies in these cases, and has been of recent focus for the Court of Appeals. The Court of Appeals addressed this separate standard for standing in nuisance claims involving two parties with a long litigative history. Defendant, Ashkay Island, LLC (“Ashkay”) owns an island, located within Iron Mill Pond in Manchester Township. The plaintiff is a resident who owns multiple parcels that also abut Iron Mill Pond. The island is located approximately 560 feet from the parcel owned by plaintiff, which is also plaintiff’s primary residence. *Pigeon v Ashkay Island, LLC*, 2024 Mich App LEXIS 9157. Plaintiff filed a complaint claiming that Ashkay’s use of the island violated the local zoning ordinance, constituted a nuisance per se, and that Ashkay’s use and development of the property on the island constituted a private nuisance. The trial court dismissed the case on the basis that the plaintiff lacked standing to assert the claims. The court reasoned that the plaintiff did not suffer any specific harm or injury that was distinct from the harm or injury suffered by the general public. Plaintiff only stated concerns, fears, and worries of something that could happen, and did not articulate that he suffered actual harm. The court also stated that plaintiff could have raised these claims in a prior case. Plaintiff appealed.

The Court of Appeals reversed the trial court, finding that plaintiff did have standing.

The court held that plaintiff owns property within the same zoning district that Ashkay's structures are located, which gives him a legal cause of action, and standing to bring an action to abate the alleged nuisance. Furthermore, plaintiff offered evidence that the use posed a significant fire risk of wildfires, the septic system being used was inadequate, and the island lacked sufficient access in light of the activities conducted on the island. The court found this sufficient to establish standing to bring nuisance claims.

The court noted in its decision language within the local zoning ordinance that also deferred causes of actions for violations of the ordinance to property owners within the township. As a result, zoning ordinances should be reviewed to determine whether the municipality wants to identify if causes of actions may be brought to enforce the ordinance, if the Township chooses not to do so. This is particularly valuable to consider in light of the court identifying that special damages sufficient to allow suits include environmental and safety concerns that formed the basis of plaintiff's claim here. Property owners may find it valuable to be able to bring such claims, but municipalities will also have to determine the extent to which their ordinances will be litigated, including their meaning and enforceability, and the municipalities need not be a party to such suits (nor even potentially have notice of such suits).

Marijuana Licensing Procedures Post-Initiated Ordinance: Municipal Discretion in Application Scoring is Upheld

This case was taken up by the Court of Appeals and consolidates five appeals cases where the parties were marijuana provisioning and retail centers that were denied licenses by the City of Port Huron.

In 2020, voters in Port Huron approved a ballot initiative (the "Ordinance") that provided Port Huron with a scheme to consider and award licenses to marijuana retailers, provisioning centers, and designated consumption establishments in compliance with the Michigan Regulation and Taxation of Marihuana Act ("MRTMA") and the Medical Marihuana Facilities Licensing Act ("MMFLA"). Under the Ordinance, seven licenses could be granted to marijuana retailers, as well as several additional licenses to provisioning centers, and designated consumption establishments. Five establishments received various licenses, one establishment was Portage Acquisitions, Inc. ("Portage"), but since the number of applicants was greater than the number of available licenses the appellants were not granted licenses through the competitive scheme laid out within the Ordinance. As a result of the license denial, the licensees sued Port Huron.

Port Huron moved for summary disposition of all the appellants' claims that challenged the ordinance and the application process. Ultimately, the trial court granted the motions for summary disposition, and ruled that the ordinance was consistent with state law. The Court of Appeals first addressed the arguments that the trial court erred by granting summary disposition because the Ordinance is a regulatory ordinance, not a zoning ordinance, which cannot be enacted by initiative, and must be enacted by the ordinance municipal legislative process. The court's analysis began by reemphasizing that "[a]n initiative that purports to enact or amend a zoning ordinance is valid unless it complied with the procedural requirements found in the Michigan Zoning Enabling Act (MZEa)." The MZEa requires that property owners are afforded the opportunity to file written

objections to proposed zoning ordinances, therefore, zoning ordinances that are enacted by way of initiative are invalid.

Port Huron's Ordinance provided that "provisions of this article are regulatory in nature and not intended to be interpreted as zoning laws." Further, Port Huron's Ordinance contains a separate section (Chapter 52) where Zoning provisions are found. The court confirmed that an ordinance enacted by ballot initiative is legitimate and distinct from a zoning ordinance so long as it regulates operations rather than land use. The distinction between zoning and regulatory ordinances cannot be based solely on promoting public good since both may serve this purpose. Instead, non-zoning ordinances focus on "how" an activity takes place rather than "where," while zoning ordinances primarily control location. For the above-mentioned reasons, the court held that the ordinance at issue is regulatory, and not zoning.

The Court of Appeals further made clear that the applicants had no due-process property right to have a properly scored application. The court reasoned that a license does not convey property rights under Michigan law and that a property right must be based on more than an expectation. Additionally, the court reiterated that procedural protection of the Due Process Clause does not apply in determining whether to issue a license or permit. The court is only to reverse the legislative body's decision for first-time applicants in the extremely limited instance of whether the city has acted arbitrarily and capriciously. Here, the court held that Port Huron did not act arbitrarily and capriciously.

This case confirms a strong deference to municipalities providing for competitive review under MRTMA. It further exemplifies the potential litigation risk of those applicants who are not awarded licenses. Accordingly, it is important to first analyze whether an initiated ordinance contains zoning measures. When evaluating whether an ordinance is regulatory versus zoning in nature, focus on whether it primarily controls where a use occurs (zoning) or how it operates (regulatory). Moreover, the ordinance itself will be subject to scrutiny. Thus, it is important to ensure the definitions within the ordinance are clear. Any interpretative disagreement over a term or standards can lead to disputes. This can be further handled by accepting questions throughout the process and providing answers to all applicants, allowing for some guidance or feedback on how the governing board will be applying a specific term or standard, and also developing a robust record during the review of such licenses. Last, it is important there is sufficient documentation that forms the basis of the competitive review to allow a reviewing court sufficient documentation to find the ultimate decision was not arbitrary or capricious.

Committees of Municipal Bodies Face New Rules under Michigan Supreme Court

The Michigan Supreme Court recently issued an important ruling in *Pinebrook Warren, LLC v City of Warren*, 2024 Mich LEXIS 1455 addressing whether a local marijuana review committee constitutes a "public body" subject to the Open Meetings Act ("OMA"). This decision has significant implications for municipalities that utilize committees, subcommittees, or advisory bodies in their governmental processes.

In 2019, the Warren City Council adopted an ordinance to regulate medical marijuana provisioning center licenses. The ordinance created a Medical Marijuana Review Committee ("Review Committee") to evaluate applications. The Review Committee—composed of the city attorney (or

designee), the director of public service (or designee), and three city council members—reviewed 65 applications, conducted interviews, scored applications on a scale of 0-10 based on 17 factors, and ranked the applicants.

The Review Committee forwarded its scores and rankings to the city council, which then approved and issued licenses to the top 15 ranked entities as scored by the Review Committee without any substantive discussion of the rankings or consideration of other applicants. Plaintiffs, who were denied licenses, sued alleged the Review Committee had violated the OMA by conducting most of its meetings in private.

The Michigan Supreme Court held that the Review Committee was a public body subject to the OMA. The biggest shift was the court's position that courts will now examine both the language of the enabling action, which could be a motion, policy, ordinance, or statute and the actions taken by the established committee. In the latter portion of the new test, if a committee makes public policy decisions that would otherwise have had to be made by the original public body, then the committee is also a public body covered by the OMA. There is some confusion in the court's proposed application, however, as even in the case at hand the Committee provided a recommendation, and the Council made the final decision. The court's review went beyond the fact that the committee provided a stated recommendation to discern whether the Council made any deliberation or changes to such recommendation.

This raises a new issue as to how much deliberation, or changes to a recommendation are necessary to avoid running afoul of this test. This is going to raise questions in its application because the previous bright-line rule of knowing when sub quorum committees were lawful and need not comply with the OMA is less than clear. Following this rule, trial courts will be left searching through various spurious factual claims to determine if a committee's actions were those that otherwise should have been made by the full board. It is unfortunate in an area where municipalities are already subject to various suits due to confusion created in more recent amendments to the OMA that the Supreme Court's new decision muddies the waters for municipal committees.

Municipalities should evaluate their current committees and further be prudent in establishing any new committees. The court emphasized that what matters is not just what the authorizing directive states a committee can do, such as being a recommending body, but what the committee actually does in practice. If a committee *effectively* makes the decisions that the full body would otherwise make, it likely must comply with the OMA. Even if a committee only makes "recommendations," if those recommendations are routinely adopted without independent review or meaningful discussion by the full body, municipalities should consult with counsel as to whether the committee is functioning as a de facto decision-maker subject to the OMA.

And most importantly, one can always err on the side of caution and comply with the OMA—especially for committees involved in governmental functions like licensing, zoning, or other decision-making processes. Thus, if able, committees that can freely comply with the OMA's notice, public attendance, and minutes requirements so as to safeguard against any potential adverse ruling should do so in the coming years until this new test is applied in the lower courts (or even revisited by the Supreme Court).

Conclusion

Recent court decisions demonstrate the evolving landscape of local government law in Michigan. From reinforcing the need for detailed findings in special land use decisions to expanding the definition of “public body” under the Open Meetings Act, courts continue to shape how municipalities must operate. The standing threshold for zoning appeals has been clarified, neighbor disputes increasingly bypass municipal enforcement through private actions, and marijuana licensing procedures face continued scrutiny.

These cases underscore several important principles for officials and staff: (1) document decision-making processes thoroughly with specific findings tied to ordinance criteria; (2) anticipate broader standing for appeals and private enforcement actions; (3) clearly distinguish between regulatory and zoning ordinances; (4) maintain robust documentation of competitive review processes; and (5) evaluate committee structures and operations to ensure OMA compliance where needed. It is important to stay up to date on recent developments in Michigan law and consider how those changes may impact the local law in your municipality.

By Christopher S. Patterson

Allowing Accessory Dwelling Units: The Pros, The Cons, and The Current Trends

More recently, accessory dwelling units (“ADUs”) have become a focus with increased housing availability and demands. Many have raised questions regarding whether ADUs can alleviate housing shortages or be an answer to providing some affordable housing stock. ADUs and the policy considerations surrounding whether they should be allowed and how to allow them has been a hot topic over recent years. This E-Letter will explore the pros and cons of allowing and regulating ADUs, and the recent trends associated with ADUs. We hope to offer some insight for communities that are considering whether to allow ADUs or communities that are wondering how to best regulate ADUs.

The Problem: Housing Shortages

Whether your community allows ADUs or not, many proponents claim that ADUs could help alleviate the affordable housing shortage that is plaguing many American communities:

Housing affordability is a shared problem that is getting worse across the country: 80 percent of Americans living in rural communities believe housing affordability is getting worse in their community, while 72 percent of residents in urban areas feel the same. This sense is shared across all demographics, regardless of partisan identification, race, age, gender, education, or whether you own or rent your home.

Americans Recognize Housing Affordability Crisis, Support New Policies To Fix the Market and Build More Homes, AmericanProgress.org, Oct.9, 2024. The United States is facing a housing supply deficit, and creative solutions such as ADUs may help to alleviate that deficit. ADUs are unlikely to magically fix housing shortages and the lack of affordable housing. However, they offer an additional tool to address and potentially remedy some of the issues caused by housing shortages. You may want to consider whether ADUs could offer a benefit to your community and how to address and regulate the negative impacts that may be associated with allowing ADUs.

Overview: What is an Accessory Dwelling Unit?

An “Accessory Dwelling Unit” or “ADU” is defined by the American Planning Association as “a smaller, independent residential dwelling unit located on the same lot as a stand-alone (i.e., detached) single-family home.” *Accessory Dwelling Units*, American Planning Association, (last visiting March 3, 2025). Colloquially, ADUs are called many different names, including accessory apartments, secondary suites, and granny flats. Although typically thought of as a detached structure, ADUs can be attached (such as renting a basement unit or a loft above a garage) or detached (as in converting a shed into an ADU).

In recent years, many communities have been interested in expanding housing options and availability by allowing ADUs in residential zoning districts. The growing popularity of ADUs has also led to criticism and concerns about whether ADUs will change the character of neighborhoods, overburden existing infrastructure, or cause other nuisance concerns associated with an increase in residential density, such

as parking, noise, and traffic issues. On the other hand, allowing ADUs can offer a relatively inexpensive method to create lower-cost housing units that use existing infrastructure, such as water and sewer.

The Pros and Cons of Allowing ADUs

As with many emerging land use issues and trends, there are arguments both in favor of allowing ADUs and against allowing ADUs. The benefits and potential negative impacts associated with ADUs will largely depend on the specific circumstances within a particular community or neighborhood, and thus there is no clear answer to the question of whether to allow ADUs and how to regulate them. Below, we have summarized some of the widely recognized arguments in favor of allowing ADUs and arguments for disallowing ADUs:

Pros of Allowing ADUs:

- **Affordable Housing (To Rent).** The cost of constructing an ADU is typically less than a new single-family dwelling. A newly constructed detached ADU can range from \$90,000 to \$350,000, depending on the size, configuration, and many other factors. *Accessory dwelling units*, Local Housing Solutions, May 10, 2021. But, an attached ADU, such as a basement, attic, or garage conversion to an ADU, is typically cheaper, ranging from roughly \$30,000 to \$75,000. *See id.* One study found that the average cost to construct a detached ADU is around \$90,000, and the cost to construct an attached ADU is around \$45,000. *How much do ADUs cost to build*, org (last visited March 25, 2025). An example of ADUs providing more affordable housing options is in high-cost areas such as San Diego. According to one study, the average cost to rent an ADU in San Diego is around \$1,200 to \$2,500 per month, whereas the average rent of a conventional home or apartment in San Diego is around \$3,000 per month. Argi, Avetisyan, *ADU San Diego for Rent: A Comprehensive Guide*, gatherADU.com, March 17, 2025; *San Diego, CA rental market*, Zillow Rentals, March 23, 2025. However, there is no consensus about how much ADUs will alleviate the affordable housing shortage, and each community is different. Sources tend to agree that additional methods to create affordable housing are necessary, but ADUs may be an important piece of the puzzle to alleviate affordable housing shortages. *Accessory dwelling units*, *supra* note 3.
- **Secondary Income.** ADUs often allow homeowners to rent their ADU to draw a secondary income. Given the price of housing and the difficulty experienced by many first-time homeowners, this secondary income may reduce some of the strain caused by increased housing costs. Thus, ADUs may allow homeowners to afford a home that they otherwise would not be able to afford. One proponent argues that “ADUs support families in several ways. They serve as a flexible resource that provides stabilizing income during some phases of life and provides housing for extended family during other phases.” *Summing up ADU research: are accessory dwelling units as great, or as horrible, as people say?* org (last visited March 25, 2025).
- **Raising Property Values.** ADUs can increase the overall value of a property by providing additional living space, rental income, and making a property more attractive to potential buyers. Increased property values also caused an increase in tax revenues. One study found that in larger cities, a home with an ADU is priced at around 35% higher than a home without an ADU. *Study: ADUs Can Add 35% to Home's Value*, Realtor Magazine Media, Nov. 3, 2021.
- **Provides Housing For Aging Family Members.** ADUs are often built to provide housing for aging family members or adult children with special needs or circumstances. The classic example is an ADU being constructed for an elderly parent. This can have many advantages, such as allowing an elderly parent to retain independence by constructing the ADU with specific amenities for aging individuals (e.g. walk-in shower, single-story configuration, etc.). This also provides an opportunity for an aging parent to offer support to the family, such as childcare during the workday, which has downstream positive impacts for families and communities.

Cons of Allowing ADUs

- **Residential Density Concerns.** One of the major concerns associated with the proliferation of ADUs in residential districts is the densification of existing neighborhoods. ADUs are “infill” developments that, by definition, increase the density of existing neighborhoods. While each individual ADU may cause a small change to neighborhood density, many years of ADU proliferation may cause a notable change in neighborhood character and demographics. Some opponents to ADUs cite this concern and note that allowing ADUs to address housing shortages is a bad urban design, which leads to “backyard tenants” that are virtually strangers as opposed to neighbors, with virtually no street frontage and limited opportunities for neighborly relationship building. *ADUs Can Help Address the Lack of Housing. But They’re Bad Urban Design*, NextCity.org, Oct. 5, 2023.
- **Traffic, Noise, Overcrowding and Nuisance.** Related to the density issue, many opponents of ADUs cite the increase in traffic, noise, on-street parking scarcity, well and septic system concerns, and other nuisance-type concerns that are associated with a denser neighborhood. Many of these concerns can be addressed through zoning regulations, such as minimum parking requirements for ADUs. However, these are still valid points in opposition to ADUs.
- **Decreasing Affordable Housing (to Buy).** Although ADUs can provide more affordable housing for rent, the proliferation of ADUs can cause residential property values to increase, which makes it harder for buyers to afford the homes. This can effectively price out many homebuyers.

Permitting ADUs by Right or by Special Use Permit

If your community does allow or is considering whether to allow ADUs, you must decide whether to allow ADUs by right or by special land use permit. Zoning provisions can be used to mitigate some of the actual or potential impacts caused by allowing ADUs. For example, the following options can be employed to limit the negative impacts of ADUs:

- **Permitting ADUs by Right.** This option carries the least amount of administrative burden, allowing ADUs to be approved at the staff level. This option may be most suitable for communities that have identified a need for supplemental housing or otherwise have a strong desire to allow ADUs. This option can still impose many of the regulations that are designed to offset the potential negative impacts of ADUs, but with a less robust and burdensome permitting process. Under this option, ADUs can still be limited to specific residential districts where they are most appropriate.
- **Special Land Use Approval.** By requiring special land use approval, a community can attach specific requirements to the approval of an ADU. The decision of whether to approve a specific ADU can be reviewed in relation to the special use standards to ensure that the ADU is compatible with the neighborhood and will not cause an unsustainable impact on services and infrastructure. In addition, ADUs can be limited to specific residential districts where they are more appropriate and will have fewer negative impacts.
- **Size and Occupancy Limits.** Maximum size limits can be imposed to ensure that the ADU remains subordinate to the principal single-family dwelling. Size and occupancy limits can also ensure that the ADU is not occupied by a large family or otherwise causing overcrowding concerns.

- **Owner-Occupied Requirements.** Often, local regulations require that the property owner lives on the property, either in the principal residence or in the ADU. The purpose of this requirement is to minimize nuisances associated with the ADU. The general idea is that the ADU occupants will be accountable to the property owner, and the owner will be present to address issues if they arise.
- **Parking.** On-site parking requirements are typically required to minimize the impact on neighborhood parking infrastructure.
- **No Short-Term Rental of ADUs.** Regulations can prohibit the short-term rental of ADUs (e.g. rental for less than 30 days). These are meant to prevent the negative impacts caused by short-term rentals (e.g. noise, nuisance, overcrowding, parking, increased housing prices, etc.). Many of the concerns associated with ADUs stem from the short-term rental of ADUs, and thus this option may allow some of the benefits of ADUs without causing as many negative externalities.
- **Lot Size.** Minimum lot size requirements can help prevent overcrowding and density issues by ensuring that ADUs are only constructed on properties that are big enough to accommodate the ADU without impacting the adjacent parcel or the neighborhood as a whole.

Conclusion

Whether to allow ADUs and how to regulate them is a complicated decision, with many potential benefits and risks. Ultimately, the decision will depend on the character of your community, and thus there is no one-size-fits-all answer. The purpose of this E-Letter is to provide a primer into the pros and cons associated with ADUs and the typical local regulations that we often implement to offset the potential negative impacts of ADUs. If your community has an interest in allowing ADUs or refining the current regulations as to ADUs, we encourage you to reach out to your attorney for guidance. With properly crafted local regulations, your community can gain the benefits of allowing ADUs, while also decreasing the negative impacts that are sometimes associated with ADUs.

By: Trent Cunningham

This publication is intended for educational purposes only. This communication highlights specific areas of law and is not legal advice. The reader should consult an attorney to determine how the information applies to any specific situation.

11J

Howell Township
Wastewater Treatment Plant Meeting
Meeting: March 19, 2025 10 am

Attending: Greg Tatara, James Aulette, Brent Kilpela, Jonathan Hohenstein

Please see the attached report for details on the plant operation.

Clarifier Project: The parts for the new clarifier are on site and demolition of the old clarifier is underway. Start up of the new clarifier is expected to be in April.

Future Projects: Greg and James are working on a list of future projects at the plant to keep it in good working order.

Sewer Standards: Spicer Engineering has been updating the Township's sewer standards almost exclusively around pump stations. Adam from Spicer met with Greg for a final review of the updates. The standards should be completed for the Board's review at the April Board meeting.

Respectfully submitted,
Jonathan Hohenstein

Howell Township Monthly Wastewater Operations Report



North Clarifier Work

March 2025

Howell Township Wastewater System Operations Report March 2025

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Section 2 – Collection System Operation

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Section 3 – Repairs and Capital Improvements

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Section 1

Plant Operation

Howell Township Plant Operations

Summary for February Activities:

Wastewater Treatment: The Wastewater Treatment Plant (WWTP) processed a total of **9.49 million gallons (MG)** of wastewater in February. Unfortunately, we experienced two daily ammonia violations during the beginning of the month as reported in February. The State was properly notified with a letter and call as per protocol, and copy of that letter was included in last month's report.

Preventative Maintenance: All scheduled monthly preventative maintenance tasks were completed as planned. These tasks are essential for ensuring the efficient operation of the WWTP. Additionally, a broken diffuser in the aeration basin was repaired.

Clarifier Replacement: FHC is currently onsite rehabilitating the clarifier. They are almost done with the demolition of the old mechanism and will begin installing the new one shortly. The startup for the new clarifier is scheduled for the first week of April.

Chemical Room: On February 17th, the heater in the chemical room tripped, causing a water line to break and flood the room. The heater was reset, and the broken pipe was replaced. To prevent similar incidents in the future, we are evaluating adding temperature alarms to the Townships SCADA system.

Process Summary:

- EQ Tank
 - Operating North Tank
 - 5 broken gate valves
- Influent Sampler:
 - Normal Operation
- Headworks:
 - Normal Operation
- FeCl₂ Chemical Room
 - Repaired Broken Water Line – Attachment 1.6
- Aeration Basin:
 - Replaced broken diffuser – Attachment 1.7
- Junction Chamber:
 - Normal Operation
- RAS Building & Clarifier:
 - FHC is onsite rehabbing clarifier – Attachment 1.8
- Sand Filters:
 - Normal Operation
- Post Aeration:
 - Normal Operation
- UV System:
 - Normal Operation
- Recycle Pump Station:
 - Normal Operation

Howell Township WWTP	
Plant Performance	Feb-25
HT WWTP Flows	
TOTAL MONTHLY EFF (MG)	8.20
TOTAL MONTHLY INF (MG)	9.49
Final Effluent Monitoring	
INF pH	7.14
EFF pH	7.24
INF NH3-mg/L	34.70
EFF NH3-mg/L	1.72
INF PO4-mg/L	6.00
EFF PO4-mg/L	0.25
INF TSS-mg/L	224.00
EFF TSS-mg/L	5.65
INF CBOD-mg/L	180.25
EFF CBOD-mg/L	1.80
AVG.% NH3-N REMOVAL	95.05%
AVG.% TOTAL P REMOVAL	95.76%
AVG.% TSS REMOVAL	97.48%
AVG.% CBOD REMOVAL	99.00%
AVG.% OVERALL REMOVAL RATE	96.82%
Chemical Used	
Ferric Gallons	684
Utilities	
Gas	463
Power KWH	66,240
Water Gallons	21,983
Sludge Processing	
Gallons Wasted	351,025
Gallons Hauled	
Weather Summary	
TOTAL PRECIPITATION	0.10
AVG DAILY PRECIPITATION	0.10
MAX DAILY	0.10

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY:

PERMITTEE NAME: **Howell Township WWTP**

MAILING ADDRESS: **3525 Byron Road**

Howell, MI 48855

FACILITY: **Howell Township WWTP**

LOCATION: **1222 Packard Drive**

Permit NO. **MI0055727**

DAILY DISCHARGE MONITORING REPORT

Violations

NO.	Parameter	Limit
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2 - Ammonia Nitrogen Violations

PARAMETER	FLOW	SUSPENDED SOLIDS		CBOD ₅		AMMONIA NITROGEN		TOTAL PHOSPHORUS		TOTAL MERCURY						Chloride	Sulfate	FECAL COLIFORM		pH MIN	pH MAX	D.O.			
Dates	MGD	7 DAY AVG		mg/l	lbs/day	mg/l	lbs/avg	daily max lbs/day	<0.01 mg/l	7 DAY lbs/avg	daily max lbs/day	mg/l	lbs/day	ng/L *g	lbs/day *g	ng/L *g	ng/L *g	ng/L *g	mg/L	mg/L	7 DAY	0=1	6.5	9.0	Daily MIN
		mg/l	lbs/day																		GEO MEAN	daily MAX	SU	SU	mg/l
Saturday, February 1, 2025	0.2890																								
Sunday, February 2, 2025	0.2732			14.6	33	4.8		10.9	8.60		19.6	0.35	0.8												
Monday, February 3, 2025	0.2836			8.8	21	2.9		6.9	7.50		17.7	0.29	0.7								6	7.57	7.57	10.6	
Tuesday, February 4, 2025	0.2630			5.4	12	1.8		3.9	5.43		11.9	0.22	0.5								3	7.51	7.51	11.0	
Wednesday, February 5, 2025	0.3203			7.2	19	1.5		4.0	6.52		17.4	0.23	0.6								4	7.49	7.49	10.7	
Thursday, February 6, 2025	0.2936			5.4	13	1.7		4.2	5.69		13.9	0.22	0.5								8	7.36	7.36	10.8	
Friday, February 7, 2025	0.3023	8.3	20				6.0			16.1											18	7.24	7.24	10.1	
Saturday, February 8, 2025	0.2610	8.3	20				6.0			16.1											6	7.44	7.44	11.1	
Sunday, February 9, 2025	0.2930	5.8	14	2.0	5	1.4	4.5	3.4	0.06	12.2	0.1	0.20	0.5								6	7.29	7.29	10.6	
Monday, February 10, 2025	0.2855	4.7	12	3.6	9	1.6	3.9	3.8	0.04	8.7	0.1	0.19	0.4								6	7.23	7.23	10.9	
Tuesday, February 11, 2025	0.2833	4.7	12	5.4	13	1.7	3.9	4.0	0.05	6.3	0.1	0.21	0.5								5	7.41	7.41	11.0	
Wednesday, February 12, 2025	0.2783	4.4	10	5.6	13	1.5	3.8	3.5	0.04	2.9	0.1	0.22	0.5								4	7.31	7.31	11.0	
Thursday, February 13, 2025	0.2674	4.4	10	5.2	12	1.5	3.6	3.3	0.04	0.1	0.1							260	31		4	7.22	7.22	11.0	
Friday, February 14, 2025	0.2819	4.4	10				3.6			0.1											3	7.13	7.13	11.0	
Saturday, February 15, 2025	0.2694	4.4	10				3.6			0.1											3	7.02	7.02	11.4	
Sunday, February 16, 2025	0.2804	5.2	12	6.0	14	1.7	3.7	4.0	0.04	0.1	0.1	0.24	0.6								3	7.08	7.08	10.0	
Monday, February 17, 2025	0.2781	5.4	13	4.8	11	1.7	3.8	3.9	0.04	0.1	0.1	0.25	0.6								2	7.03	7.03	10.8	
Tuesday, February 18, 2025	0.2888	4.9	11	2.8	7	1.7	3.8	4.1	0.04	0.1	0.1	0.24	0.6								3	7.06	7.06	11.0	
Wednesday, February 19, 2025	0.2802	4.8	11	5.0	12	1.7	3.9	4.0	0.09	0.1	0.2	0.37	0.9								3	6.95	6.95	10.9	
Thursdays, February 20, 2025	0.2528	4.7	11	4.8	10	1.6	3.9	3.4	0.08	0.1	0.2	0.32	0.7								2	7.12	7.12	11.2	
Friday, February 21, 2025	0.3002	4.7	11				3.9			0.1											1	7.08	7.08	11.2	
Saturday, February 22, 2025	0.2772	4.7	11				3.9			0.1											1	7.09	7.09	11.1	
Sunday, February 23, 2025	0.2882	4.2	10	3.4	8	2.1	4.1	5.0	0.04	0.1	0.1	0.25	0.6								1	7.13	7.13	11.2	
Monday, February 24, 2025	0.3428	4.2	10	5.0	14	1.5	4.2	4.3	0.02	0.1	0.1	0.31	0.9								1	7.13	7.13	11.2	
Tuesday, February 25, 2025	0.4030	5.0	13	6.8	23	1.5	4.3	5.0	0.03	0.1	0.1	0.27	0.9								1	7.23	7.23	10.6	
Wednesday, February 26, 2025	0.3198	4.9	14	4.6	12	0.9	4.0	2.4	0.02	0.1	0.1	0.28	0.7								1	7.22	7.22	10.4	
Thursday, February 27, 2025	0.3151	5.3	15	6.6	17	1.1	3.9	2.9	0.01	0.1	0.0	0.44	1.2								1	7.23	7.23	10.3	
Friday, February 28, 2025	0.3294	5.3	15				3.9			0.1											1	7.31	7.31	10.3	
Saturday, March 1, 2025		5.3	15				3.9			0.1											1	7.36	7.36	10.5	
Sunday, March 2, 2025		5.8	17				3.7			0.1											1				
Monday, March 3, 2025		6.0	17				3.4			0.1											1				
PARAMETER	FLOW	SUSPENDED SOLIDS		CBOD ₅		AMMONIA NITROGEN		AVG	0.27	0.41	TOTAL MERCURY						FECAL COLIFORM		pH MIN	pH MAX	D.O.				
Name/Title of Principal Executive Officer Or Authorized Agent		I certify under penalty of law that I have personally examined and am familiar with the								SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT															

Deputy Director: James Aulette

FROM 2/1/2025
TO 2/28/2025

Process Data Report

DATE	Process Testing					Ferric		Clarifier Sludge Blanket	Wastings	RAS	Sludge Tanks			UTILITIES			Generator
	PO4 COMP	NH3 COMP	D.O.	Mixed Liquor	Settling	Daily Inches	Gallons	ft	GPD	GPD	1	2	3	GAS METER	KWH * 160	WATER	Hours
Saturday, February 1, 2025	0.57	5	10.60			3	24	7.0	21,400		6.50	6.25	6.25	9,387	30539	1380387	
Sunday, February 2, 2025	0.58	8.00	10.76			3	24	5.0	21,409		6.50	6.25	6.25	9,404	30553	1380087	
Monday, February 3, 2025	0.53	7.00	11.03	6160	4370	3	24	4.5	31,477		6.50	6.25	6.25	9,417	30571	1381333	
Tuesday, February 4, 2025	0.24	5.43	10.68	5460		3	24	3.5	21,581		6.50	6.25	6.25	9,429	30579	1388123	
Wednesday, February 5, 2025	0.24	6.50	10.84	5200		3	24	2.3	10,878		6.50	6.25	6.25	9,444	30587	1388124	
Thursday, February 6, 2025	0.31	5.45	10.13	5020		2.5	20	3.0			6.50	6.25	6.25	9,457	30594	1388124	
Friday, February 7, 2025	0.17	3.06	11.05	5850		4	32	3.0			6.50	6.25	6.25	9,473	30610	1388125	
Saturday, February 8, 2025	0.21	0.51	10.61			3	24	5.5	10,767		6.50	6.25	6.25	9,489	30629	1388125	
Sunday, February 9, 2025	0.16	0.25	10.90			3	24	3.3			6.50	6.25	6.25	9,502	30646	1388125	
Monday, February 10, 2025	0.17		10.97	5950		3	24	3.5	7,741		6.50	6.25	6.25	9,515	30660	1388125	
Tuesday, February 11, 2025	0.19		10.97			3	24	4.0	16,522		6.50	6.25	6.25	9,527	30678	1388126	
Wednesday, February 12, 2025	0.50		10.97	6160		3	24	2.8	10,816		6.50	6.25	6.25	9,541	30695	1392454	
Thursday, February 13, 2025	0.34		10.99			3	24	3.0	16,833		6.50	6.25	6.25	9,555	30712	1392454	
Friday, February 14, 2025	0.14	0.05	11.44	6030		3	24	3.5	11,078		6.50	6.25	6.25	9,569	30729	1392455	
Saturday, February 15, 2025	0.22	0.03	10.00			3	24	3.0	7,996		6.50	6.25	6.25	9,587	30739	1392455	
Sunday, February 16, 2025	0.25		10.79			3	24	3.5	7,978		6.50	6.25	6.25	9,598	30751	1392455	
Monday, February 17, 2025	0.20		11.04	6140		3	24	3.0	16,087		6.50	6.25	6.25	9,612	30780	1392455	
Tuesday, February 18, 2025	0.19		10.93			3	24	3.0	8,048		6.50	6.25	6.25	9,630	30795	1392455	
Wednesday, February 19, 2025	0.25		11.17			3	24	3.5	8,089		6.50	6.25	6.25	9,676	30812	1392455	
Thursday, February 20, 2025	0.19		11.19	5990		3	24	3.5	32,858		6.50	6.25	6.25	9,708	30823	1392455	
Friday, February 21, 2025	0.59		11.14	5950		3	24	3.0	8,104		6.50	6.25	6.25	9,740	30845	1402334	
Saturday, February 22, 2025	0.19		11.21			3	24	3.0	16,811		6.50	6.25	6.25	9,766	30867	1402334	
Sunday, February 23, 2025	0.17		11.20			3	24	3.5	16,900		6.50	6.25	6.25	9,805	30877	1402334	
Monday, February 24, 2025	0.39		10.63	5720		3	24	2.0	8,620		6.50	6.25	6.25	9,816	30893	1402334	
Tuesday, February 25, 2025	0.39		10.36			3	24	3.0	11,076		6.50	6.25	6.25	9,827	30910	1402346	
Wednesday, February 26, 2025	0.61		10.28			3	24	3.0	10,999		6.50	6.25	6.25	9,833	30925	1402354	
Thursday, February 27, 2025	0.81		10.27			2	16	2.0	8,489		6.50	6.25	6.00	9,842	30940	1402362	
Friday, February 28, 2025	0.77		10.52	5670		4	32	2.0	8,468		6.50	6.25	6.00	9,850	30953	1402370	1008
Saturday, March 1, 2025																	
Sunday, March 2, 2025																	
Monday, March 3, 2025																	
AVG	0.34	3.75	10.81	5792	4370	3.02	24	3	14,041					-9,387	-4886240	-1380387	
Total						85	684	95	351,025								

Monthly Influent Report

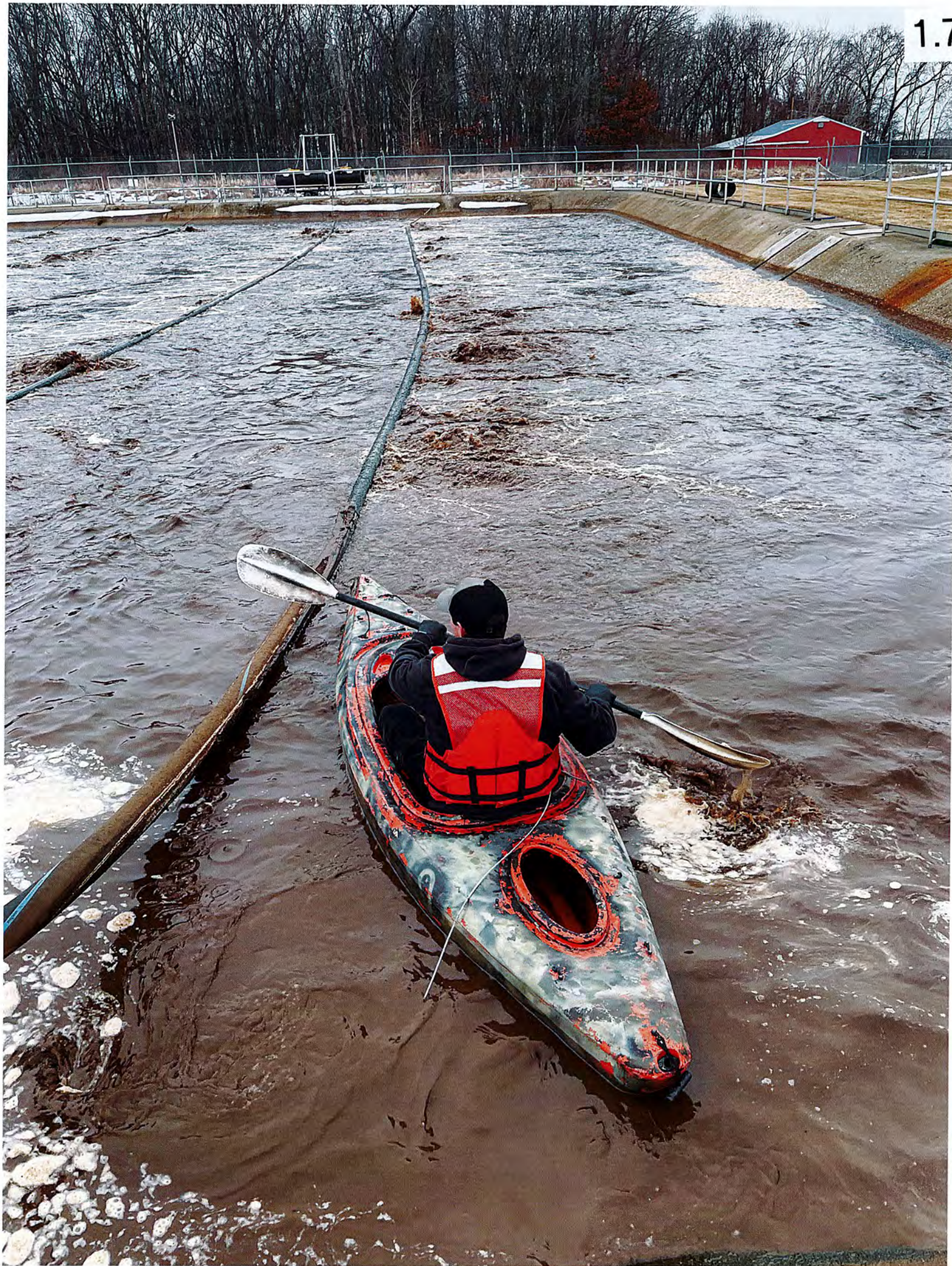
	WEATHER				RAW SEWAGE QUALITY								
	TEMP	PRECIP	Meter Total	TEMP	pH	cBOD ₅		Sus. Solids		TOTAL - P		NH ₃ - N	
	AIR TEMP F°	Inches	INF MGD	C°	SU	mg/l	LBS	mg/l	LBS	mg/l	LBS	mg/l	LBS
Saturday, February 1, 2025	22	SNOW	0.339773	9.4	7.1								
Sunday, February 2, 2025	24	SNOW	0.342157	8.8	7.0	196	559	244	696	5.0	14.2	32.8	93.6
Monday, February 3, 2025	36		0.347591	9.4	7.1	167	484	248	719	4.9	14.3	31.2	90.4
Tuesday, February 4, 2025	23		0.345032	9.0	7.1	168	483	172	495	5.6	16.0	34.8	100.1
Wednesday, February 5, 2025	20		0.351811	9.0	7.0	157	461	184	540	6.2	18.3	34.7	101.8
Thursday, February 6, 2025	27	ICE	0.324503	8.2	7.0	175	474	280	758	6.0	16.2	33.3	90.1
Friday, February 7, 2025	16		0.337025	8.4	7.3								
Saturday, February 8, 2025	26		0.318417	8.8	7.2								
Sunday, February 9, 2025	29	SNOW	0.324954	8.7	7.2	203	550	520	1409	5.7	15.4	36.6	99.2
Monday, February 10, 2025	16		0.329476	10.0	7.2	155	426	244	670	5.8	16.0	34.7	95.3
Tuesday, February 11, 2025	19		0.341811	8.3	7.3	190	542	248	707	7.0	20.0	36.5	104.1
Wednesday, February 12, 2025	20		0.315764	7.9	7.1	178	469	288	758	5.8	15.4	37.9	99.8
Thursday, February 13, 2025	22	SNOW	0.320631	8.9	7.3	213	570	216	578			36.6	97.9
Friday, February 14, 2025	14		0.331110	8.6	7.1								
Saturday, February 15, 2025	24	SNOW	0.310542	7.1	7.1								
Sunday, February 16, 2025	25	SNOW	0.307476	7.2	7.1	233	597	252	646	6.0	15.3	36.8	94.4
Monday, February 17, 2025	13	SNOW	0.337249	7.1	7.0	174	489	176	495	5.5	15.4	36.6	102.9
Tuesday, February 18, 2025	2		0.320655	7.1	7.0	184	492	168	449	6.7	17.9	36.0	96.3
Wednesday, February 19, 2025	2		0.320716	7.3	7.3	178	476	148	396	7.1	19.0	39.7	106.2
Thursday, February 20, 2025	18	SNOW	0.332537	6.9	7.1	208	577	136	377	7.1	19.7	39.2	108.7
Friday, February 21, 2025	21		0.296482	5.9	7.3								
Saturday, February 22, 2025	20		0.344489	9.3	7.1								
Sunday, February 23, 2025	25		0.333040	9.1	7.1	199	553	176	489	5.9	16.3	25.7	71.4
Monday, February 24, 2025	39		0.408788	9.0	7.2	156	532	236	805	6.4	21.8	31.4	107.1
Tuesday, February 25, 2025	37		0.434204	9.7	7.2	158	572	200	724	5.3	19.0	29.8	107.9
Wednesday, February 26, 2025	33		0.349519	9.4	7.3	149	434	164	478	5.6	16.4	35.3	102.9
Thursday, February 27, 2025	34	0.10	0.344014	9.1	7.2	164	471	180	516	6.4	18.3	34.4	98.7
Friday, February 28, 2025	28		0.384714	9.2	7.1								
Saturday, March 1, 2025													
Sunday, March 2, 2025													
Monday, March 3, 2025													
TL		0.10	9.49										
AVG	22.68	0.10	0.34	8.5	7.14	180.3	510.5	224.0	635.3	6.0	17.1	34.7	98.4

BRIGHTON ANALYTICAL - Howell WWTP

SAMPLE DAY	Chloride mg/L	Sulfate mg/L	FINAL EFF =	UNCORR	FIELD BLANK	
			0.5	0.5	0.2	0.2
			FINAL EFF	GRAB: UNCORR	FIELD BLANK	METH BLANK
			MERCURY (ng/L)	MERCURY (ng/L)	MERCURY (ng/L)	MERCURY (ng/L)
02/01/25			*g	*g	*g	*g
02/02/25						
02/03/25						
02/04/25						
02/05/25						
02/06/25						
02/07/25						
02/08/25						
02/09/25						
02/10/25						
02/11/25						
02/12/25	260	31				
02/13/25						
02/14/25						
02/15/25						
02/16/25						
02/17/25						
02/18/25						
02/19/25						
02/20/25						
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02/27/25						
02/28/25						
03/01/25						
03/02/25						
03/03/25						

*g Not Required this Reporting Period







Section 2

Collection System Operation

Howell Township Pump Stations

Summary for February Activities:

Pump Station Inspections: All pump stations were inspected on a weekly basis throughout the month of February to ensure proper operation and maintenance.

Union at Oak Grove Pump Station: Kennedy has started work on the SCADA alarm system for the Union at Oak Grove Pump Station. However, they were unable to obtain the necessary information from Detroit Pump and will need to install a new PLC. Despite this, the project will remain within the allotted budget for the alarm system.

Problem Area Sewer Cleaning: Last month, we inspected and cleaned all problem area manholes.

Generator Maintenance: The annual maintenance of all generators was completed last month by Cummins, ensuring they remain in good working condition.

Pump Station Status: The following stations are operating under normal conditions:

- **PS-70:** Normal Operations
- **PS-71:** Normal Operations
- **PS-72:** Normal Operations
- **PS-73:** Normal Operations
- **PS-74:** Normal Operations
- **PS-75:** Normal Operations
- **PS-76:** Normal Operations
- **PS-77:** Normal Operations
- **PS-78:** Normal Operations

Pump Station 70
Howell Township
March 2025

Date	Time	Initials	Pump 1	Pump 2	KWH	Generator Hours	Operated Pump 1 in Hand?	Operated Pump 2 in Hand?	Quiet?	Cleaned Floats?	Tested High Level Alarm Float?	Cleaned Transducer?	Wet Well Needs Cleaning?	Grass Needs Mowing?	Heater On?	Blow By?	Ran Generator?	Fuel Level in Generator	Hours #1	Hours #2	HOURS SINCE LAST CHECK IN	# OF DAYS	AVG RUNTIME / DAY PUMP 1	AVG RUNTIME / DAY PUMP 2	KWH Net	Generator Net	Comments
2/5/2024	2:15 PM	bc	5813.0	5530.8	57845	496	YES	YES	YES	YES	YES	YES	NO	NO	YES	NO	YES	75%	17.8	17.3	171.2	7.1	2.495	2.425	586.0	0.2	
2/12/2024	8:45 AM	wd	5825.4	5545.9	58363	496	YES	YES	YES	YES	YES	YES	NO	NO	YES	NO	YES	75%	12.4	15.1	162.5	6.8	1.831	2.230	518.0	0.2	
2/20/2024	10:00 AM	sl	5846.8	5564.0	59030	496	YES	YES	YES	YES	YES	YES	NO	NO	YES	NO	YES	75%	21.4	18.1	193.2	8.1	2.658	2.248	667.0	0.2	
2/26/2024	1:40 PM	db	5860.7	5577.5	59499	496	YES	YES	YES	YES	YES	YES	NO	NO	YES	NO	NO	75%	13.9	13.5	147.7	6.2	2.259	2.194	469.0	0.1	
3/4/2024	12:55 PM	wd	5876.0	5592.2	60009	497	YES	YES	YES	YES	YES	YES	NO	NO	YES	NO	YES	75%	15.3	14.7	167.3	7.0	2.196	2.109	510.0	0.4	
3/11/2024	2:05 PM	bc	5892.1	5608.0	60533	497	YES	YES	YES	YES	YES	YES	NO	NO	YES	NO	YES	75%	16.1	15.8	169.2	7.0	2.284	2.242	524.0	0.3	
2/4/2025	9:43 AM	sl	6637.3	6340.9	80795	522	NO	NO	YES	YES	NO	NO	NO	NO	YES	NO	YES	75%	18.4	18.0	187.5	7.8	2.356	2.304	582.0	0.2	
2/12/2025	10:05 AM	JM	6655.4	6359.0	81418	522	NO	NO	YES	YES	NO	NO	NO	NO	YES	NO	YES	75%	18.1	18.1	192.4	8.0	2.258	2.258	623.0	0.3	
2/18/2025	2:30 PM	bc	6669.3	6373.0	81906	522	NO	NO	YES	YES	NO	NO	NO	NO	YES	NO	YES	FULL	13.9	14.0	148.4	6.2	2.248	2.264	488.0	0.3	
2/24/2025	9:30 AM	bo	6681.9	6385.6	82347	522	NO	NO	YES	YES	NO	NO	NO	NO	YES	NO	YES	FULL	12.6	12.6	139.0	5.8	2.176	2.176	441.0	0.2	
3/3/2025	10:55 AM	sl	6698.2	6401.5	82869	523	NO	NO	YES	YES	NO	NO	NO	NO	YES	NO	YES	FULL	16.3	15.9	169.4	7.1	2.309	2.252	522.0	0.2	
3/10/2025	10:30 AM	wd	6714.0	6417.0	83373	523	NO	NO	YES	YES	NO	NO	NO	NO	YES	NO	YES	FULL	15.8	15.5	167.6	7.0	2.263	2.220	504.0	0.8	

Pump Station 71
Howell Township
March 2025

Date	Time	Initials	Pump 1	Pump 2	KWH	Operated Pump 1 in Hand?	Operated Pump 2 in Hand?	Quiet?	Cleaned Floats?	Tested High Level Alarm Float?	Cleaned Transducer?	Wet Well Needs Cleaning?	Grass Needs Mowing?	Odor from Carbon Cannister?	Heater On?	Blow By?	Hours #1	Hours #2	HOURS SINCE LAST CHECK IN	# OF DAYS	AVG RUNTIME / DAY PUMP 1	AVG RUNTIME / DAY PUMP 2	KWH Net	Comments	
2/5/2024	1:55 PM	bc	5855.3	185.5	70848	YES	YES	YES	YES	YES	NO	NO	NO		YES	NO	3.9	5.8	171.0	7.1	0.547	0.814	295.0	pump 2 1.9 hours higher.	
2/12/2024	9:00 AM	wd	5858.9	190.8	71112	YES	YES	YES	YES	YES	NO	NO	NO		YES	NO	3.6	5.3	163.1	6.8	0.530	0.780	264.0		
2/20/2024	9:40 AM	sl	5863.2	197.0	71433	YES	YES	YES	YES	YES	NO	NO	NO		YES	NO	4.3	6.2	192.7	8.0	0.536	0.772	321.0		
2/26/2024	1:20 PM	db	5866.5	201.7	71674	YES	YES	YES	YES	YES	NO	YES	NO		YES	NO	3.3	4.7	147.7	6.2	0.536	0.764	241.0		
3/4/2024	1:20 PM	wd	5870.2	207.2	71940	YES	YES	YES	YES	YES	NO	YES	NO		YES	NO	3.7	5.5	168.0	7.0	0.529	0.786	266.0		
3/11/2024	1:45 PM	bc	5874.2	212.8	72220	YES	YES	YES	YES	YES	NO	NO	NO		YES	NO	4.0	5.6	168.4	7.0	0.570	0.798	280.0		
2/4/2025	9:02 AM	sl	6086.7	432.1	85455	NO	NO	YES	YES	NO	NO	NO	NO		YES	NO	5.1	5.8	187.2	7.8	0.654	0.744	352.0		
2/10/2025	2:15 PM	JM	6090.8	436.7	85736	NO	NO	YES	YES	NO	NO	NO	NO		YES	NO	4.1	4.6	149.2	6.2	0.659	0.740	281.0		
2/18/2025	2:10 PM	bc	6095.8	442.0	86080	NO	NO	YES	YES	NO	NO	NO	NO		YES	NO	5.0	5.3	191.9	8.0	0.625	0.663	344.0		
2/24/2025	9:55 AM	bo	6099.5	445.7	86331	NO	NO	YES	YES	NO	NO	NO	NO		YES	NO	3.7	3.7	139.7	5.8	0.635	0.635	251.0		
3/3/2025	10:38 AM	sl	6104.1	450.4	86639	NO	NO	YES	YES	NO	NO	NO	NO		YES	NO	4.6	4.7	168.7	7.0	0.654	0.669	308.0		
3/10/2025	10:10 AM	wd	6108.6	455.2	86941	NO	NO	YES	YES	NO	NO	NO	NO		YES	NO	4.5	4.8	167.5	7.0	0.645	0.688	302.0		

Pump Station 72
Howell Township
March 2025

Date	Time	Initials	Pump 1	Pump 2	KWH	Generator Hours	Fuel/Gas Read	Operated Pump 1 in Hand?	Operated Pump 2 in Hand?	Quiet?	Cleaned Floats?	Tested High Level Alarm Float?	Wet Well Needs Cleaning?	Grass Needs Mowing?	Heater On?	Ran Generator?	Blow By?	Hours #1	Hours #2	HOURS SINCE LAST CHECK IN	# OF DAYS	AVG RUNTIME / DAY PUMP 1	AVG RUNTIME / DAY PUMP 2	KWH Net	Generator Net	Fuel/Gas Net	Comments
2/5/2024	2:05 PM	bc	614.2	1546.2	76553	1252	1282	YES	YES	YES	YES	YES	NO	NO	YES	NO	NO	1.0	1.0	171.3	7.1	0.140	0.140	440.0	0.5	1.0	
2/12/2024	9:15 AM	wd	615.3	1547.2	76934	1253	1284	YES	YES	YES	YES	YES	NO	NO	YES	NO	NO	1.1	1.0	163.2	6.8	0.162	0.147	381.0	0.5	2.0	
2/20/2024	9:45 AM	sl	616.4	1548.3	77455	1253	1285	YES	YES	YES	YES	YES	NO	NO	YES	NO	NO	1.1	1.1	192.5	8.0	0.137	0.137	521.0	0.5	1.0	
2/26/2024	1:25 PM	db	617.3	1549.1	77787	1254	1287	YES	YES	YES	YES	YES	NO	NO	YES	NO	NO	0.9	0.8	147.7	6.2	0.146	0.130	332.0	0.9	2.0	
3/4/2024	1:25 PM	wd	618.3	1550.1	78129	1255	1289	YES	YES	YES	YES	YES	NO	NO	YES	NO	NO	1.0	1.0	168.0	7.0	0.143	0.143	342.0	0.5	2.0	
3/11/2024	1:55 PM	bc	619.3	1551.1	78460	1255	1290	YES	YES	YES	YES	YES	NO	NO	YES	NO	NO	1.0	1.0	168.5	7.0	0.142	0.142	331.0	0.5	1.0	
2/4/2025	9:20 AM	sl	665.2	1595.7	89048	1279	1353	NO	NO	YES	YES	NO	NO	NO	YES	YES	NO	1.0	0.9	187.3	7.8	0.128	0.115	467.0	0.6	1.0	
2/10/2025	1:30 PM	sl	665.9	1596.4	89466	1280	1355	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	0.7	0.7	148.2	6.2	0.113	0.113	418.0	0.7	2.0	
2/18/2025	2:20 PM	bc	666.9	1597.4	90029	1280	1357	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	1.0	1.0	192.8	8.0	0.124	0.124	563.0	0.7	2.0	
2/24/2025	10:00 AM	bo	667.6	1598.2	90432	1280	1357	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	0.7	0.8	139.7	5.8	0.120	0.137	403.0	0.0	0.0	
3/3/2025	10:45 AM	sl	668.7	1599.1	90880	1281	1358	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	1.1	0.9	168.8	7.0	0.156	0.128	428.0	0.3	1.0	
3/10/2025	10:20 AM	wd	669.7	1600.1	91261	1281	1360	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	1.0	1.0	167.6	7.0	0.143	0.143	401.0	0.8	2.0	

Pump Station 73
Howell Township
March 2025

Date	Time	Initials	Pump 1	Pump 2	Pump 3	KWH	Generator Hours	Operated Pump 1 in Hand?	Operated Pump 2 in Hand?	Quiet?	Cleaned Floats?	Tested High Level Alarm Float?	Wet Well Needs Cleaning?	Grass Needs Mowing?	Odor from Carbon Cannister?	Heater On?	Ran Generator?	Blow By?	Fuel Level in Generator	Hours #1	Hours #2	Hours #3	HOURS SINCE LAST CHECK IN	# OF DAYS	AVG RUNTIME / DAY PUMP 1	AVG RUNTIME / DAY PUMP 2	AVG RUNTIME / DAY PUMP 3	KWH Net	Generator Net	Comments
2/5/2024	1:40 PM	bc		865.1	561.0	3547	613	YES	YES	YES	YES	YES	NO	NO	NO	YES	NO	NO	FULL	0.0	17.4	6.2	171.3	7.1	0.000	2.437	0.868	16.0	0.9	
2/12/2024	9:45 AM	wd		877.2	565.5	3561	613	YES	YES	YES	YES	YES	NO	NO	NO	YES	NO	NO	FULL	0.0	12.1	4.5	164.1	6.8	0.000	1.770	0.658	14.0	-0.2	
2/20/2024	9:30 AM	sl		889.6	570.4	3577	616	YES	YES	YES	YES	YES	NO	NO	NO	YES	NO	NO	FULL	0.0	12.4	4.9	191.8	8.0	0.000	1.552	0.613	16.0	2.5	
2/26/2024	1:50 PM	db		899.1	574.1	3589	616	YES	YES	YES	YES	YES	NO	NO	NO	YES	NO	NO	FULL	0.0	9.5	3.7	148.3	6.2	0.000	1.537	0.599	12.0	0.5	
3/4/2024	1:50 PM	wd		909.3	577.9	3601	616	YES	YES	YES	YES	YES	NO	NO	NO	YES	NO	NO	FULL	0.0	10.2	3.8	168.0	7.0	0.000	1.457	0.543	12.0	0.4	
3/11/2024	1:30 PM	bc		919.9	582.0	3613	617	YES	YES	YES	YES	YES	NO	NO	NO	YES	NO	NO	FULL	0.0	10.6	4.1	167.7	7.0	0.000	1.517	0.587	12.0	0.4	
2/3/2025	2:23 PM	sl		1106.9	773.3	4023	635	NO	NO	YES	YES	NO	NO	NO		YES	NO	NO	FULL	0.0	3.9	4.0	168.7	7.0	0.000	0.555	0.569	13.0	0.4	
2/12/2025	10:35 AM	JM		1111.1	777.4	4038	636	NO	NO	YES	YES	NO	NO	NO		YES	NO	NO	FULL	0.0	4.2	4.1	212.2	8.8	0.000	0.475	0.464	15.0	0.8	
2/18/2025	1:55 PM	bc		1113.7	780.0	4048	636	NO	NO	YES	YES	NO	NO	NO		YES	NO	NO	FULL	0.0	2.6	2.6	147.3	6.1	0.000	0.424	0.424	10.0	0.0	
2/24/2025	9:50 AM	bo		1116.6	782.9	4058	637	NO	NO	YES	YES	NO	NO	NO		YES	NO	NO	FULL	0.0	2.9	2.9	139.9	5.8	0.000	0.497	0.497	10.0	0.4	
3/3/2025	10:15 AM	sl		1121.5	788.1	4071	637	NO	NO	YES	YES	NO	NO	NO		YES	NO	NO	FULL	0.0	4.9	5.2	168.4	7.0	0.000	0.698	0.741	13.0	0.4	
3/10/2025	10:00 AM	wd		1126.7	793.4	4083	638	NO	NO	YES	YES	NO	NO	NO		YES	NO	NO	FULL	0.0	5.2	5.3	167.7	7.0	0.000	0.744	0.758	12.0	0.8	

Pump Station 74
Howell Township
March 2025

Date	Time	Initials	Pump 1	Pump 2	KWH	Generator Hours	Operated Pump 1 in Hand?	Operated Pump 2 in Hand?	Quiet?	Cleaned Floats?	Tested High Level Alarm Float?	Wet Well Needs Cleaning?	Grass Needs Mowing?	Odor from Carbon Cannister?	Heater On?	Ran Generator?	Blow By?	Fuel Level in Generator	Hours #1	Hours #2	HOURS SINCE LAST CHECK IN	# OF DAYS	AVG RUNTIME / DAY PUMP 1	AVG RUNTIME / DAY PUMP 2	KWH Net	Generator Net	Comments
2/5/2024	1:25 PM	bc	102.2	117.5	232.0	2268	YES	YES	YES	YES	YES	NO	NO	NO	YES	NO	NO	50%	3.4	3.4	171.3	7.1	0.476	0.476	8.0	0.8	
2/12/2024	10:00 AM	wd	104.4	119.6	237.0	2269	YES	YES	YES	YES	YES	NO	NO	NO	YES	NO	NO	50%	2.2	2.1	164.6	6.9	0.321	0.306	5.0	0.9	
2/20/2024	9:15 AM	sl	106.5	121.8	245.0	2270	YES	YES	YES	YES	YES	NO	NO	NO	YES	NO	NO	50%	2.1	2.2	191.3	8.0	0.264	0.276	8.0	0.8	
2/26/2024	2:00 PM	db	108.0	123.3	249.0	2272	YES	YES	YES	YES	YES	NO	NO	NO	YES	NO	NO	50%	1.5	1.5	148.8	6.2	0.242	0.242	4.0	2.1	
3/4/2024	2:00 PM	wd	109.5	124.9	254.0	2273	YES	YES	YES	YES	YES	NO	NO	NO	YES	NO	NO	50%	1.5	1.6	168.0	7.0	0.214	0.229	5.0	1.5	
3/11/2024	1:05 PM	bc	111.2	126.6	259.0	2274	YES	YES	YES	YES	YES	NO	NO	NO	YES	NO	NO	50%	1.7	1.7	167.1	7.0	0.244	0.244	5.0	0.8	
2/3/2025	1:35 PM	sl	176.9	191.8	460.0	2414	NO	NO	YES	YES	NO	NO	NO	NO	YES	NO	NO	50%	1.3	1.4	168.2	7.0	0.185	0.200	6.0	0.8	
2/12/2025	9:45 AM	JM	178.4	193.2	467.0	2415	NO	NO	YES	YES	NO	NO	NO	NO	YES	NO	NO	50%	1.5	1.4	212.2	8.8	0.170	0.158	7.0	0.6	
2/18/2025	1:35 PM	bc	179.4	194.3	472.0	2415	NO	NO	YES	YES	NO	NO	NO	NO	YES	NO	NO	50%	1.0	1.1	147.8	6.2	0.162	0.179	5.0	0.7	
2/24/2025	9:15 AM	bo	180.2	195.2	477.0	2416	NO	NO	YES	YES	NO	NO	NO	NO	YES	NO	NO	50%	0.8	0.9	139.7	5.8	0.137	0.155	5.0	0.6	
3/3/2025	12:11 PM	sl	182.2	197.2	483.0	2417	NO	NO	YES	YES	NO	NO	NO	NO	YES	NO	NO	50%	2.0	2.0	170.9	7.1	0.281	0.281	6.0	0.7	
3/10/2025	9:45 AM	wd	184.2	199.2	489.0	2418	NO	NO	YES	YES	NO	NO	NO	NO	YES	NO	NO	50%	2.0	2.0	165.6	6.9	0.290	0.290	6.0	0.9	

Pump Station 75
Howell Township
March 2025

Date	Time	Initials	Pump 1	Pump 2	KWH	Generator Hours	Fuel/Gas Read	Operated Pump 1 in Hand?	Operated Pump 2 in Hand?	Quiet?	Cleaned Floats?	Tested High Level Alarm Float?	Wet Well Needs Cleaning?	Grass Needs Mowing?	Heater On?	Ran Generator?	Blow By?	Hours #1	Hours #2	HOURS SINCE LAST CHECK IN	# OF DAYS	AVG RUNTIME / DAY PUMP 1	AVG RUNTIME / DAY PUMP 2	KWH Net	Generator Net	Fuel/Gas Net	Comments
2/5/2024	1:05 PM	bc	821.4	2603.3	2830	884	4076	YES	YES	YES	YES	YES	NO	NO	YES	NO	NO	4.6	4.4	171.5	7.1	0.644	0.616	6.0	0.4	2.0	
2/12/2024	10:35 AM	wd	825.4	2607.3	2835	884	4079	YES	YES	YES	YES	YES	NO	NO	YES	NO	NO	4.0	4.0	165.5	6.9	0.580	0.580	5.0	0.4	3.0	
2/19/2024	2:55 PM	sl	829.8	2611.5	2841	885	4082	YES	YES	YES	YES	YES	NO	NO	YES	NO	NO	4.4	4.2	172.3	7.2	0.613	0.585	6.0	0.4	3.0	
2/26/2024	2:30 PM	db	833.8	2615.3	2846	885	4084	YES	YES	YES	YES	YES	NO	NO	YES	NO	NO	4.0	3.8	167.6	7.0	0.573	0.544	5.0	0.4	2.0	
3/4/2024	2:25 PM	wd	837.7	2619.3	2851	885	4086	YES	YES	YES	YES	YES	NO	NO	YES	NO	NO	3.9	4.0	167.9	7.0	0.557	0.572	5.0	0.3	2.0	
3/11/2024	12:45 PM	bc	841.8	2623.1	2856	886	4089	YES	YES	YES	YES	YES	NO	NO	YES	NO	NO	4.1	3.8	166.3	6.9	0.592	0.548	5.0	0.4	3.0	
2/3/2025	1:20 PM	sl	1041.9	2814.6	3219	906	4218	NO	NO	NO	YES	NO	NO	NO	YES	NO	NO	4.9	4.7	168.3	7.0	0.699	0.670	10.0	0.4	2.0	
2/12/2025	9:30 AM	JM	1047.8	2820.3	3232	906	4223	NO	NO	NO	YES	NO	NO	NO	YES	NO	NO	5.9	5.7	212.2	8.8	0.667	0.645	13.0	0.8	5.0	
2/18/2025	11:35 AM	bc	1052.1	2824.2	3242	907	4226	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	4.3	3.9	146.1	6.1	0.706	0.641	10.0	0.4	3.0	
2/24/2025	9:05 AM	bo	1055.9	2827.9	3251	907	4226	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	3.8	3.7	141.5	5.9	0.645	0.628	9.0	0.0	0.0	
3/3/2025	11:56 AM	sl	1061.2	2833.0	3261	907	4228	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	5.3	5.1	170.9	7.1	0.745	0.716	10.0	0.4	2.0	
3/10/2025	9:30 AM	wd	1066.4	2837.9	3271	908	4233	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	5.2	4.9	165.6	6.9	0.754	0.710	10.0	0.7	5.0	

Pump Station 76
Howell Township
March 2025

Date	Time	Initials	Pump 1	Pump 2	KWH	Generator Hours	Operated Pump 1 in Hand?	Operated Pump 2 in Hand?	Quiet?	Cleaned Floats?	Tested High Level Alarm Float?	Wet Well Needs Cleaning?	Grass Needs Mowing?	Heater On?	Ran Generator?	Blow By?	Fuel Level in Generator	Hours #1	Hours #2	HOURS SINCE LAST CHECK IN	# OF DAYS	AVG RUNTIME / DAY PUMP 1	AVG RUNTIME / DAY PUMP 2	KWH Net	Generator Net	Comments
2/5/2024	12:55 PM	bc	3225.9	2579.5	1476	590	YES	YES	YES	YES	YES	NO	NO	YES	NO	NO	FULL	5.3	5.7	171.5	7.1	0.742	0.798	370.0	0.3	
2/12/2024	10:20 AM	wd	3230.7	2584.8	1821	591	YES	YES	YES	YES	YES	NO	NO	YES	NO	NO	FULL	4.8	5.3	165.4	6.9	0.696	0.769	345.0	0.3	
2/19/2024	2:45 PM	sl	3235.8	2590.3	2205	591	YES	YES	YES	YES	YES	NO	NO	YES	NO	NO	FULL	5.1	5.5	172.4	7.2	0.710	0.766	384.0	0.4	
2/26/2024	2:20 PM	db	3240.8	2595.9	2665	591	YES	YES	YES	YES	YES	NO	NO	YES	NO	NO	FULL	5.0	5.6	167.6	7.0	0.716	0.802	460.0	0.0	
3/4/2024	2:15 PM	wd	3245.9	2601.7	2905	592	YES	YES	YES	YES	YES	NO	NO	YES	NO	NO	FULL	5.1	5.8	167.9	7.0	0.729	0.829	240.0	0.7	
3/11/2024	12:35 PM	bc	3250.9	2607.0	3258	592	YES	YES	YES	YES	YES	NO	NO	YES	NO	NO	75%	5.0	5.3	166.3	6.9	0.721	0.765	353.0	0.3	
2/3/2025	12:35 PM	sl	3483.0	2857.4	14430	609	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	75%	7.2	3.3	167.8	7.0	1.030	0.472	316.0	0.3	
2/12/2025	9:11 AM	JM	3490.1	2862.7	14904	609	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	75%	7.1	5.3	212.6	8.9	0.802	0.598	474.0	0.4	
2/18/2025	11:25 AM	bc	3494.6	2867.0	15242	610	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	75%	4.5	4.3	146.2	6.1	0.739	0.706	338.0	0.3	
2/24/2025	8:55 AM	bo	3499.1	2871.2	15557	610	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	75%	4.5	4.2	141.5	5.9	0.763	0.712	315.0	0.3	
3/3/2025	11:50 AM	sl	3504.6	2876.6	15923	610	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	75%	5.5	5.4	170.9	7.1	0.772	0.758	366.0	0.4	
3/10/2025	9:20 AM	wd	3509.8	2881.6	16269	611	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	75%	5.2	5.0	165.5	6.9	0.754	0.725	346.0	0.8	

Pump Station 77
Howell Township
March 2025

Date	Time	Initials	Pump 1	Pump 2	KWH	Operated Pump 1 in Hand?	Operated Pump 2 in Hand?	Quiet?	Cleaned Floats?	Tested High Level Alarm Float?	Wet Well Needs Cleaning?	Grass Needs Mowing?	Heater On?	Blow By?	Hours #1	Hours #2	HOURS SINCE LAST CHECK IN	# OF DAYS	AVG RUNTIME / DAY PUMP 1	AVG RUNTIME / DAY PUMP 2	KWH Net	Comments
2/5/2024	12:45 PM	bc	380.6	536.8	19261	YES	YES	YES	YES	YES	NO	NO	YES	NO	0.3	0.3	171.6	7.1	0.042	0.042	95.0	
2/12/2024	10:45 AM	wd	380.9	537.0	19331	YES	YES	YES	YES	YES	NO	NO	YES	NO	0.3	0.2	166.0	6.9	0.043	0.029	70.0	
2/19/2024	2:15 PM	sl	381.1	537.3	19427	YES	YES	YES	YES	YES	NO	NO	YES	NO	0.2	0.3	171.5	7.1	0.028	0.042	96.0	
2/27/2024	8:45 AM	db	381.5	537.7	19504	YES	YES	YES	YES	YES	NO	NO	YES	NO	0.4	0.4	186.5	7.8	0.051	0.051	77.0	
3/4/2024	2:30 PM	wd	381.8	538.0	19562	YES	YES	YES	YES	YES	NO	NO	YES	NO	0.3	0.3	149.7	6.2	0.048	0.048	58.0	
3/11/2024	12:25 PM	bc	382.1	538.3	19628	YES	YES	YES	YES	YES	NO	NO	YES	NO	0.3	0.3	165.9	6.9	0.043	0.043	66.0	
2/3/2025	12:25 PM	sl	397.2	551.7	22013	NO	NO	YES	YES	NO	NO	NO	YES	NO	0.4	0.3	167.8	7.0	0.057	0.043	85.0	
2/12/2025	1:25 PM	JM	397.5	552.0	22140	NO	NO	YES	YES	NO	NO	NO	YES	NO	0.3	0.3	217.0	9.0	0.033	0.033	127.0	
2/18/2025	11:10 AM	bc	397.7	552.3	22225	NO	NO	YES	YES	NO	NO	NO	YES	NO	0.2	0.3	141.8	5.9	0.034	0.051	85.0	
2/24/2025	8:40 AM	bo	397.9	552.4	22302	NO	NO	YES	YES	NO	NO	NO	YES	NO	0.2	0.1	141.5	5.9	0.034	0.017	77.0	
3/3/2025	11:27 AM	sl	398.4	552.9	22380	NO	NO	YES	YES	NO	NO	NO	YES	NO	0.5	0.5	170.8	7.1	0.070	0.070	78.0	
3/10/2025	9:05 AM	wd	398.8	553.3	22454	NO	NO	YES	YES	NO	NO	NO	YES	NO	0.4	0.4	165.6	6.9	0.058	0.058	74.0	

Pump Station 78
Howell Township
March 2025

Date	Time	Initials	Pump 1	Pump 2	KWH	Operated Pump 1 in Hand?	Operated Pump 2 in Hand?	Quiet?	Cleaned Floats?	Tested High Level Alarm Float?	Wet Well Needs Cleaning?	Grass Needs Mowing?	Heater On?	Blow By?	Hours #1	Hours #2	HOURS SINCE LAST CHECK IN	# OF DAYS	AVG RUNTIME / DAY PUMP 1	AVG RUNTIME / DAY PUMP 2	KWH Net	Comments
2/5/2024	2:35 PM	bc	1562.6	1689.1	8942	YES	YES	YES	YES	YES	NO	NO	YES	NO	10.8	11.4	171.3	7.1	1.514	1.598	379.0	
2/12/2024	8:30 AM	wd	1572.0	1699.2	9281	YES	YES	YES	YES	YES	NO	NO	YES	NO	9.4	10.1	161.9	6.7	1.393	1.497	339.0	
2/20/2024	10:18 AM	sl	1583.1	1710.8	9678	YES	YES	YES	YES	YES	NO	NO	YES	NO	11.1	11.6	193.8	8.1	1.375	1.437	397.0	
2/26/2024	1:10 PM	db	1591.2	1719.3	9970	YES	YES	YES	YES	YES	NO	NO	YES	NO	8.1	8.5	146.9	6.1	1.324	1.389	292.0	
3/4/2024	12:35 PM	wd	1600.6	1729.0	10305	YES	YES	YES	YES	YES	NO	NO	YES	NO	9.4	9.7	167.4	7.0	1.348	1.391	335.0	
3/11/2024	2:30 PM	bc	1610.1	1738.9	10645	YES	YES	YES	YES	YES	NO	NO	YES	NO	9.5	9.9	169.9	7.1	1.342	1.398	340.0	
2/4/2025	10:10 AM	sl	2069.2	2202.7	27227	NO	NO	YES	YES	NO	NO	NO	YES	NO	11.6	11.6	187.7	7.8	1.483	1.483	661.0	
2/12/2025	10:50 AM	JM	2080.9	2214.0	27892	NO	NO	YES	YES	NO	NO	NO	YES	NO	11.7	11.3	192.7	8.0	1.457	1.408	665.0	
2/18/2025	2:50 PM	bc	2089.8	2222.7	28297	NO	NO	YES	YES	NO	NO	NO	YES	NO	8.9	8.7	148.0	6.2	1.443	1.411	405.0	
2/24/2025	10:15 AM	bo	2098.1	2231.1	28587	NO	NO	YES	YES	NO	NO	NO	YES	NO	8.3	8.4	139.4	5.8	1.429	1.446	290.0	
3/3/2025	11:16 AM	sl	2108.4	2241.4	28942	NO	NO	YES	YES	NO	NO	NO	YES	NO	10.3	10.3	169.0	7.0	1.463	1.463	355.0	
3/10/2025	11:00 AM	wd	2118.4	2251.5	29288	NO	NO	YES	YES	NO	NO	NO	YES	NO	10.0	10.1	167.7	7.0	1.431	1.445	346.0	

Monthly Missdig Log

February-25												
Date	Missdig Tickets						Marked					
	Received	Positive Response	Marked	Cleared	Out of System		MHOG	OPW	LE	G/O	OPS	HTS
Saturday, February 01, 2025	0	0	0	0	0		0	0	0	0	0	0
Sunday, February 02, 2025	0	0	0	0	0		0	0	0	0	0	0
Monday, February 03, 2025	13	21	7	14	0		6	1	0	0	0	0
Tuesday, February 04, 2025	5	13	4	9	0		2	0	0	2	0	0
Wednesday, February 05, 2025	11	8	4	4	0		2	0	0	2	0	0
Thursday, February 06, 2025	10	8	5	3	0		3	0	0	1	0	1
Friday, February 07, 2025	1	6	4	2	0		3	0	0	1	0	0
Saturday, February 08, 2025	0	0	0	0	0		0	0	0	0	0	0
Sunday, February 09, 2025	0	0	0	0	0		0	0	0	0	0	0
Monday, February 10, 2025	25	0	0	0	0		0	0	0	0	0	0
Tuesday, February 11, 2025	2	0	2	21	0		2	0	0	0	0	0
Wednesday, February 12, 2025	13	4	0	4	0		0	0	0	0	0	0
Thursday, February 13, 2025	6	10	0	10	0		0	0	0	0	0	0
Friday, February 14, 2025	4	5	2	3	0		2	0	0	0	0	0
Saturday, February 15, 2025	3	0	0	0	0		0	0	0	0	0	0
Sunday, February 16, 2025	0	0	0	0	0		0	0	0	0	0	0
Monday, February 17, 2025	13	0	0	0	0		0	0	0	0	0	0
Tuesday, February 18, 2025	2	16	3	13	0		2	0	0	1	0	0
Wednesday, February 19, 2025	3	0	0	0	0		0	0	0	0	0	0
Thursday, February 20, 2025	18	0	0	0	0		0	0	0	0	0	0
Friday, February 21, 2025	8	0	0	0	0		0	0	0	0	0	0
Saturday, February 22, 2025	0	0	0	0	0		0	0	0	0	0	0
Sunday, February 23, 2025	2	0	0	0	0		0	0	0	0	0	0
Monday, February 24, 2025	8	30	4	26	0		3	0	0	1	0	0
Tuesday, February 25, 2025	12	11	5	6	0		4	0	0	1	0	0
Wednesday, February 26, 2025	23	22	4	18	0		2	0	0	1	0	0
Thursday, February 27, 2025	9	13	12	1	0		6	0	0	5	0	1
Friday, February 28, 2025	11	6	5	1	0		3	0	0	2	0	0
Total	202	173	61	135	0		40	1	0	17	0	2
	Received	Positive Response	Marked	Cleared	Out of System		MHOG	OPW	LE	G/O	OPS	HTS
	7	6	2	5	0		Total			60		
	Average Per Day						% Marked to Received					
							30%					

MHOG = MHOG Water System
OPW = Oak Pointe Water System

LE = Lake Edgewood Sewer System
G/O = G/O Sewer System
OPS = Oak Pointe Sewer System
HTS = Howell Township Sewer System

Section 3

Repairs & Capital Improvements

Howell Township
Updated Capital Improvement Plan Summary
Updated 3/17/25

Active CIP and Significant Repairs In Progress					
No.	Project Description	Priority	Initial Estimate	Revised Estimate	Update
1	WesTech North Clarifier Upgrade and New RAS Pump	High	\$450,000	\$321,988	FHC is working on clarifier, start up scheduled for 1st week of April.
2	Union at Oak Grove SCADA Integration	High	\$10,000	\$10,000	Kennedy working on Program
		Total	\$460,000	\$331,988	

11M

Park and Recreation Committee
March 18, 2025
1-2 p.m.

Present: Martha Haglund, Teresa Murrish, Jonathan Hohenstein

Phase II Study proposal for Township Property - Tooley Road:

The Committee reviewed and discussed the Phase II environmental study proposal. The Committee took no issues with the proposal as written and recommends that the Board carefully consider the proposal to ensure it captures all of the services to complete the desired task.

Respectfully submitted,
Jonathan Hohenstein



Assessment • Remediation • Compliance
Restoration • Incentives

10448 Citation Drive, Suite 100
Brighton, MI 48116

800 395-ASTI
Fax: 810.225.3800

www.asti-env.com

March 10, 2025

Jonathan Hohenstein
Treasurer
Howell Township
3525 Byron Road
Howell, MI 48855

RE: Limited Phase II Environmental Site Assessment, 0, 2755, and 2990 Tooley Road, and 0 Bowen Road, Howell Township, Michigan, (ASTI Proposal A24-1988.PR)

Jonathan Hohenstein

Thank you for your continued interest in the environmental services offered by ASTI Environmental (ASTI). ASTI is pleased to submit a cost quotation to conduct a Limited Phase II Environmental Site Assessment (ESA) to support the development of the above referenced (Subject Property) with walking trails and a future township hall. This proposal is based on the results of ASTI's three Phase I ESAs of the Subject Property dated January 20, 2025 (0 Bowen Road), February 5, 2025 (0 Tooley Road and 2990 Tooley Road), and February 6, 2025 (2755 Tooley Road).

Thank you again for your interest in ASTI. If you have any questions or comments, please do not hesitate to call me at **800.395.ASTI**. We greatly appreciate the opportunity to work with you on this project.

Sincerely yours,

ASTI ENVIRONMENTAL



Jeremy Efros, CPG
Project Manager III

Attachments: Proposal For Services

Services Offered by ASTI Environmental

Phase I/II Environmental Site Assessments – Property Condition Assessments – Vapor Intrusion Assessments –
Baseline Environmental Assessments – Due Care Plans –Wetlands Management and Assessments –
Natural Features Mapping – Endangered/Invasive Species Surveys – Environmental Remediation –
NEPA/SHPO/Section 106 Review – Compliance Assessment Services – Ecological Restoration Services –
Asbestos, Lead, and Hazardous Materials Surveys – Development Incentives



Proposal For Services

Proposal Name: Limited Phase II Environmental Site Assessment

Address: 0, 2755, and 2990 Tooley Road, and 0 Bowen Road,
Howell Township, Michigan

To Be Completed For: Howell Township

ASTI Proposal Number: A24-1988.01

ASTI understands that Howell Township owns four contiguous parcels: a 55.27-acre parcel with ID 470621200019 addressed as 2755 Tooley Road, a 33.13-acre parcel with ID 470621200020 addressed as 0 Bowen Road, an 80.49-acre parcel with ID 470622100001 addressed as 0 Tooley Road, and an 80.16-acre parcel is ID 470615300002 addressed as 2990 Tooley Road, totaling approximately 248.00 acres of land in Howell Township, Livingston County, Michigan (Subject Property). The Subject Property is primarily farmland, a portion of which abuts a river near a superfund site, with one unoccupied farmhouse on the 2755 Tooley Road parcel that was formerly a farming operation and then an animal testing facility starting in the 1950s. In addition, ASTI understands that Howell Township intends to develop the Subject Property with walking trails and a future township hall.

ASTI completed three Phase I ESAs of the Subject Property dated January 20, 2025 (0 Bowen Road); February 5, 2025 (0 Tooley Road and 2990 Tooley Road); and February 6, 2025 (2755 Tooley Road) that identified the following recognized environmental conditions (RECs) regarding the Subject Property (note that the RECs are numbered in this proposal for ease of describing the scope of work and matches the ordering but not numbering in the Phase I ESAs):

0 Bowen Road, Parcel ID 470621200020

- REC 1. Biosolids appear to have been applied to the Subject Property as an agricultural nutrient booster. The biosolids were applied by Biotech Agronomics, Inc. and they were sourced from the Pontiac Wastewater Treatment Plant (WWTP). The obtained biosolids application notification was issued on May 29, 2014. The biosolids were tested for arsenic, cadmium, copper, lead, mercury, molybdenum, nickel, selenium, zinc, nitrogen, phosphorus, and potassium. The biosolids do not appear to have been tested for per- and polyfluoroalkyl substances (PFAS), which is now known to be spread through biosolids from WWTPs.
- REC 2. The Subject Property was initially included in a Baseline Environmental Assessment (BEA) from 2004 that covered a 207-acre site formerly operated by Difco Lab. The report was revised to a smaller fraction that is about 8.6 acres. The Subject Property is not included in the revised area; however, no sampling was conducted on the Subject Property to distinguish or verify its' condition.

2755 Tooley Road, Parcel ID 470621200019

- REC 3. Environmental investigations by ENKON in 1992 identified arsenic and selenium in soil samples exceeding Michigan Department of Environment, Great Lakes, and Energy (EGLE) Part 201 Generic Residential Cleanup Criteria (GRCC) in multiple areas, including a septic system leach field, a drainage ditch, and a laboratory waste disposal pit. Additionally, groundwater sample MW-1 contained arsenic and lead exceeding GRCC near a stream that fed a former stormwater pond. While subsequent investigations by SEI in 1994 concluded that these impacts were within background levels or non-leaching, the presence of historical exceedances in soil and groundwater raises concerns regarding residual contamination.
- REC 4. SEI identified 20 potential waste disposal pits across six areas of the former lab, with approximately 6,600 cubic yards of impacted soil and waste material excavated and disposed of at a landfill. While confirmatory sampling concluded that volatile organic compounds (VOC), polynuclear aromatic hydrocarbons (PNA), and metal concentrations were below GRCC, the historical disposal of laboratory waste and significant excavation activities present potential subsurface contamination risks that warrant further evaluation.
- REC 5. Investigations by Radian in 1999 identified sediment contamination in the stormwater retention pond and the associated drainage ditch. Additionally, groundwater samples MW-2, MW-3, and MW-4 contained lead concentrations (5 to 49 parts per billion [ppb]) exceeding GRCC for drinking water. Follow-up sampling in 2004 confirmed lead exceedances in MW-3, though later low-flow sampling techniques in 2005 did not detect lead. While EGLE acknowledged the possibility that previous detections were anomalies, the historical presence of lead contamination in groundwater and sediment remains a REC due to the potential for residual impact.
- REC 6. Biosolids appear to have been applied to the Subject Property as an agricultural nutrient booster. The biosolids were applied by Biotech Agronomics, Inc. and they were sourced from the Pontiac Wastewater Treatment Plant. The obtained biosolids application notification was issued on May 29, 2014. The biosolids were tested for arsenic, cadmium, copper, lead, mercury, molybdenum, nickel, selenium, zinc, nitrogen, phosphorus, and potassium. The biosolids do not appear to have been tested for per- and polyfluoroalkyl substance, which is now known to be spread through biosolids from wastewater treatment plants.

0 and 2990 Tooley Road, Parcel IDs 470622100001 and 470615300002

- REC 7. The South Branch Shiawassee River transects the eastern portion of the Subject Property. This segment of the river is part of an 8-mile Super Fund Site caused by polychlorinated biphenyls (PCBs) contamination from historical discharges at the upstream former Cast Forge Company. Sediment

samples collected from the Subject Property (T-168 to T-175 on Parcel -002 and T-186 to T-194 on Parcel -001) revealed PCB concentrations below the Record-of-Decision cleanup threshold of 5 mg/kg, with the highest detected concentration being 0.692 mg/kg. While current levels meet regulatory standards, continued monitoring was recommended due to the site's location within the contamination zone. Institutional controls, including land-use restrictions and fish consumption advisories, appear to be in effect for the contaminated zone. Soil disturbance or excavation in the contaminated zone may require regulatory review and adherence to safety protocols.

Additionally, per- and polyfluoroalkyl substances have been more recently detected at the upstream source, so their presence in the watershed introduces further environmental concern.

- REC 8. Biosolids appear to have been applied to the Subject Property as an agricultural nutrient booster. The biosolids were applied by Biotech Agronomics, Inc. and they were sourced from the Pontiac Wastewater Treatment Plant. The obtained biosolids application notification was issued on May 29, 2014. The biosolids were tested for arsenic, cadmium, copper, lead, mercury, molybdenum, nickel, selenium, zinc, nitrogen, phosphorus, and potassium. The biosolids do not appear to have been tested for per- and polyfluoroalkyl substance, which is now known to be spread through biosolids from wastewater treatment plants.
- REC 9. The Subject Property was initially included in a Baseline Environmental Assessment from 2004 that covered a 207-acre site formerly operated by Difco Lab. The report was revised to a smaller fraction that is about 8.6 acres. The Subject Property is not included in the revised area; however, no sampling was conducted on the Subject Property to distinguish or verify its' condition.
- REC 10. ASTI observed three relatively small dump sites at the edge of the farmland approaching the South Branch Shiawassee River. The location is west of the former farm on Tooley Road, so the area appears to have been a farm dump. Two of the dumps were approximately 30-square-feet in size. Within the dumps and in the immediate area, ASTI observed three deteriorated vehicles and three 55-gallon metal drums. All observed drums were empty, but the drums were old and rusty so there is potential for a related leak. Approximately 15 smaller containers, ranging in size from less than one quart to over 10 gallons, were observed. Some of the smaller containers appeared to have been related to paint and motor oil storage while others were food. General rubbish included appliances and other miscellaneous items. Some of the observed items were sunken into the ground, suggesting they had been discarded a long time ago or intentionally buried. Based on observations, there is potential for a release at the dumps.

The objective of this investigation is to identify whether environmental impacts have occurred on the Subject Property from the above-listed RECs. This is a

limited investigation that will not be able to assess all historical operations. Sampling is meant to be representative of site conditions and is not intended to identify the extent of potential impacts.

If contaminants in soil are detected at the Subject Property exceeding the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Part 201 Generic Residential Clean-up Criteria (GRCC), ASTi can prepare a Due Care Plan to assist Oakland County and/or Oakland County Parks and Recreation with satisfying the due care obligations under Part 20107a for the owner or operator of a “facility” under Part 201.

Scope of Services

The following table summarizes our proposed sampling and analysis plan. The proposed scope of work is provided in further detail below.

Recognized Environmental Condition	Soil Borings, ISM Samples, Test Pits/Trenches	Samples / Analyses
<p>RECs 1, 2, 6, 8, 9</p> <p>Biosolids placement and arsenic and selenium identified on BEA site</p>	<p>3 incremental soil Samples (0-1')</p> <p>6 soil borings</p>	<p>3 incremental soil samples to be analyzed for PNAs, arsenic, cadmium, lead, mercury, and selenium</p> <p>6 groundwater samples for PFAS, PNAs, arsenic, cadmium, lead, mercury, and selenium</p>
<p>REC 3</p> <p>Historical operations, septic system leach field, drainage ditch</p>	<p>2 soil boring (10 to 20 feet bgs)</p>	<p>2 soil samples and 2 groundwater samples to be analyzed for VOCs, PNAs, and Michigan 10 metals</p> <p><i>If no groundwater is encountered, deeper soil samples will be collected in lieu of the groundwater samples</i></p>

Recognized Environmental Condition	Soil Borings, ISM Samples, Test Pits/Trenches	Samples / Analyses
<p>REC 4</p> <p>Waste disposal pits</p>	<p>2 trenches and or sets of test pits (3 to 5 feet bgs)</p> <p>1 soil boring (10 to 15 feet)</p>	<p>3 soil samples to be analyzed for VOCs, PNAs, and Michigan 10 metals</p>
<p>REC 5</p> <p>Impacts in stormwater detention pond</p>	<p>2 soil borings (5 to 15 feet)</p>	<p>2 soil samples and 1 groundwater sample to be analyzed for lead</p>
<p>REC 7</p> <p>PCBs and PFAS in the Shiawassee River</p>	<p>1 soil boring (10 to 20 feet)</p>	<p>1 groundwater sample to be analyzed for PCBs and PFAS</p>
<p>REC 10</p> <p>Dump sites west of the Shiawassee River</p>	<p>4 soil borings 5 to 20 feet</p>	<p>4 soil samples and 2 groundwater samples to be analyzed for VOCs, PNAs, and Michigan 10 metals</p> <p><i>If no groundwater is encountered, deeper soil samples will be collected in lieu of the groundwater samples</i></p>

Recognized Environmental Condition	Soil Borings, ISM Samples, Test Pits/Trenches	Samples / Analyses
	QA/QC Samples	<p>2 duplicate soil samples analyzed for one or more of the following: VOCs, PNAs, and Michigan 10 metals</p> <p>1 duplicate groundwater sample to be analyzed for VOCs, PNAs, Michigan 10 metals, PFAS, PCBs</p> <p>2 triplicate incremental samples (1 set of triplicates) to be analyzed for PNAs, arsenic, cadmium, lead, mercury, and selenium</p> <p>Methanol blank analyzed for VOCs</p>

VOCs = Volatile Organic Compounds

PNAs = Polynuclear Aromatic Hydrocarbons

Michigan 10 metals = Arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver, and zinc

bgs = below ground surface

PCBs = Polychlorinated biphenyls

PFAS = Per and polyfluoroalkyl substances

Limited Phase II ESA

Incremental Sampling Methodology

ASTI will conduct incremental sampling using Incremental Sampling Methodology (ISM) at the Subject Property to evaluate biosolids placed on the farm fields. ASTI has separated the Subject Property into three Decision Units (DUs), DU1 through DU3, for which sampling will be completed. The DUs will be designated as follows:

- DU1. Farm field area at 0 Bowen Road
- DU2. Farm field area at 2755 Tooley Road
- DU3. Farm field area at 0 and 2990 Tooley Road

Prior to advancement of the soil borings, ASTI will contact the MISS DIG system to locate public utilities. The client will be responsible for locating private utility lines (i.e., within the Subject Property) in the vicinity of the increment locations or providing confirmation that no utilities are present in those areas. ASTI will not be responsible for damaging utilities, or any resulting property damage related to damaging utility lines during subsurface drilling and field operations.

A minimum of 50 increments will be sampled at each DU at three depths. The samples will be collected using a stainless-steel incremental sampling tool. Again, samples will be collected from the surface to 1 foot bgs. If sampling at select increments cannot be completed with the incremental sampling tool, a direct-push drill rig may be required to collect these samples. The cost for a direct-push rig is not included in this proposal, and if needed, a change order will be prepared prior to scheduling the rig; however, ASTI does not think this is likely based on the usage of these areas as farm fields.

Sampling equipment will be decontaminated between DUs. The individual incremental samples for each ISM sample will be placed in a plastic bag for analysis for arsenic and lead. These samples will also be prepared for analysis at the laboratory using ISM procedures. One set of triplicate samples will be collected from one of the DUs for quality assurance/quality control (QA/QC) purposes. If lead is detected in any samples at concentrations exceeding 75 parts per million that sample will be further analyzed for fine and coarse fractions of lead.

Soil Borings and Trenches/Test Pits

In addition, ASTI will advance 16 soil borings at the Subject Property and two trenches and/or sets of test pits. Prior to advancement of the soil borings, ASTI will contact the MISS DIG system to locate public utilities. The client will be responsible for locating any private utility lines in the vicinity of the soil boring locations or providing confirmation that no utilities are present in those areas. ASTI will not be responsible for damaging utilities or resulting property damage related to damaging utility lines during subsurface drilling and field operations.

Sampling and analysis will be conducted in accordance with US Environmental Protection Agency (EPA) and EGLE guidelines. Soils extracted from the soil borings will be visually inspected and screened with a photoionization detector (PID), or equivalent, for the presence of total volatile organic compounds (VOCs). The soil borings will be completed to evaluate the site lithology and to collect samples for laboratory analyses.

The soil borings will be completed using a hydraulic direct-push drill. The soil borings will be advanced to approximately 5 to 20 feet bgs but will be stopped at a lesser depth if groundwater is encountered. Soil will be extracted from the boreholes in acetate sleeves containing 4- or 5-foot sections. The trenches and/or test pits will be advanced with an excavator to depths between 3 and 5 feet bgs. The location and depth of the soil samples collected will be selected based on the site-specific geologic conditions, field observations, and PID measurements.

Some of the borings may be completed using a stainless-steel hand auger if the rig cannot access the proposed soil boring locations. The soil boring(s) conducted with the hand auger will be advanced from 3 to 6 feet bgs or until refusal is encountered, whichever is first. The location and depth of the soil sample collected

will be selected based on the site-specific geologic conditions, field observations, and PID measurements.

One soil sample will be collected from each soil boring location to be tested by an environmental laboratory for the analyses indicated in the table above. QA/QC will include two soil duplicate samples and a methanol blank sample. If lead is detected in any soil sample at a concentration greater than 75 mg/kg, that sample will be additionally analyzed for fine and coarse lead fractions. If chromium is detected in any soil sample at a concentration greater than 18 mg/kg, that sample will be additionally analyzed for hexavalent chromium. These additional analyses will be charged at the unit costs provided below.

After completion of soil boreholes/wells, soil boring locations will be backfilled to near grade with soil cuttings and/or bentonite. ASTI will not be required to repair exterior surface material to the original condition beyond the cement patch, if needed.

Temporary Groundwater Monitoring Wells

For the locations where a groundwater sample is to be collected, the borings will be completed as temporary groundwater monitoring wells for the collection of groundwater samples if groundwater is encountered. ASTI assumes that groundwater will be sampled at 10 locations. Modified low-flow sampling techniques will be used to collect one groundwater sample per well. The well locations will not be surveyed for the collection of groundwater elevation data. QA/QC will include one groundwater duplicate sample. Groundwater samples will be tested for the analytes listed in the table above. Where PFAS is being sampled, ASTI personnel will follow EGLE General PFAS Sampling Guidance dated January 2024.

If groundwater is not encountered by 20 feet bgs, the boring may be terminated, and groundwater samples will not be collected. In this case, a deeper soil sample will be collected in lieu of the groundwater sample from said boring.

Limited Phase II ESA Report

At the completion of the assessment, an electronic copy of the final report will be provided. The information will include an outline of the work completed during the investigation, a discussion of the items identified during the investigation, the results of the investigation, and appended copies of supporting materials. The soil and groundwater sampling laboratory analytical results will be compared to the EGLE GRCC and the EGLE volatilization to indoor air pathway screening levels (VIAP SLs) dated February 2024.

Limited Phase II ESA Schedule

The investigation can typically be scheduled within approximately 15 business days of authorization to proceed (pending driller availability). Sample collection

will require 4 days, and laboratory analysis will require approximately 15 business days, primarily due to the laboratory ISM sample processing requirements, and an additional 7 business days for additional analysis, if required. The report will be provided approximately 10 business days following receipt of the final laboratory analytical report.

Due Care Plan (if applicable)

In accordance with Part 201, a person who owns a property and has knowledge that it is a “facility” under Part 201 shall maintain documentation of compliance with section 20107a and shall provide the documentation to the department upon request. This documentation of compliance is typically prepared as a written Due Care Plan (DCP) and must comply with the following due care obligations:

- Undertake measures as necessary to prevent exacerbation of the existing contamination.
- Exercise due care by undertaking response activities necessary to mitigate unacceptable exposure to hazardous substances and to allow for the intended use of the facility in a manner that protects the public health and safety.
- Take reasonable precautions against the foreseeable acts or omissions of a third party and the resultant consequences of those acts or omissions.
- Provide reasonable cooperation/access to persons conducting cleanup
- Comply with established land use or resource use restrictions
- Refrain from interfering with restrictions or response activities

If the Subject Property is determined to be a “facility,” ASTI will prepare a DCP upon request to describe measures that will be taken to comply with these due care obligations. This proposal assumes that the DCP will not be provided to the EGLE for review and approval. If EGLE review and approval is required, or a regulatory agency “No Further Action Letter” is required, additional costs will apply. Completion of the DCP may also require additional sampling not included in this proposal to evaluate risk or determine whether response activities are needed. The DCP does not include any design of any mitigation system/action or meetings with the regulatory authority.

DCP Schedule

The DCP can be completed approximately 10 business days after completion of the Limited Phase II ESA report, unless additional assessment is needed for evaluation of risk. ASTI will need information on the final site plan and intended use of the Property for completion of the DCP.

Per EGLE requirements, due care obligations start immediately upon purchase or occupancy, but **this report must be completed no later than 8 months of purchase or occupancy** and a copy must be retained at the Subject Property.



Required Materials

We will rely on the legal description from the Phase I ESA. This proposal assumes that Howell Township will provide site access and allow ASTI to perform this scope of work on the Subject Property.

Confidentiality

The results of this assessment and any material provided by you will be kept confidential and will not be provided to third parties without your prior written authorization.

Fee

Our fees for conducting the services discussed in this proposal are provided below. These fees are based on the tasks, deliverables, and assumptions described in this proposal, and any changes in the tasks, deliverables, or assumptions may result in changes to project costs. Costs will be invoiced on a time and materials as indicated below. If additional fine/coarse lead fraction analyses or hexavalent chromium analyses are required, these will be billed at the unit cost per sample. Any additional work outside the above scope of services will not be performed without your prior authorization and will be performed at our standard fees.

<u>Services</u>	<u>Estimated Fee</u>
Limited Phase II, Soil Sampling, Analysis & Report	\$ 38,600
<u>Services (if applicable)</u>	<u>Estimated Fee</u>
<i>Due Care Plan</i>	<i>\$ 3,500</i>
<u>Additional Services</u>	<u>Unit Cost</u>
<i>Fine/coarse Lead Fraction Analysis</i>	<i>\$ 105 per sample</i>
<i>Hexavalent Chromium Analysis</i>	<i>\$ 120 per sample</i>

This cost estimate is firm for 30 days from the date of this proposal.

Additional site visits required to access portions of the Subject Property that were not accessible during the scheduled site inspections will be billed on a time and materials basis.

This proposal is subject to the terms and conditions contained in Attachment A, which is made part of this agreement. The proposal, terms and conditions, and payment requirements specified in the proposal are applicable to the party to which the proposal is addressed. If a different party will be executing the proposal, please contact ASTI to determine whether a change in the terms and conditions and payment requirements will be required prior to authorization.



Your acceptance of this proposal indicates that the terms, conditions, and provisions of this proposal are understood, including payment to ASTI upon receipt of the invoice. Unless otherwise provided in writing, your acceptance of this proposal indicates that the billing address is the same as listed in the proposal.

Sincerely yours,

ASTI ENVIRONMENTAL

Signer below indicates that they are an authorized representative of the Company and by signing indicates that they are engaging the above services for the Company.

CONSULTANT Authorization

CLIENT Authorization
ASTI File: A24-1988.01

Signature

Jeremy Efros, CPG
Project Manager III

Signature

Print Name

Print Title

Date

For: **Howell Township**

- | | |
|----------------------------------------|-------------------------------|
| <input type="checkbox"/> C Corporation | <input type="checkbox"/> PLLC |
| <input type="checkbox"/> S Corporation | <input type="checkbox"/> LLC |
| <input type="checkbox"/> LDHA | <input type="checkbox"/> LP |
| <input type="checkbox"/> Other: | |

Federal ID Number: _____

Email: treasurer@howelltownshipmi.org

Phone: 517-546-2817 x 103

Attachment A

Terms and Conditions

ASTI Environmental (CONSULTANT) shall perform for Howell Township (CLIENT) the services described in the proposal titled *Limited Phase II Environmental Site Assessment, 0, 2755, and 2990 Tooley Road, and 0 Bowen Road, Howell Township, Michigan*, and dated March 10, 2025 by CONSULTANT (PROPOSAL) which is made a part of this agreement (ASTI File No. A24-1988.01). Such services shall be performed during the period mutually agreed upon by CLIENT and the CONSULTANT, and as described in the PROPOSAL. "CONSULTANT" means the company or its division, subsidiary, subcontractor, or affiliate performing the work. "CLIENT" means the person or entity ordering the work to be done by CONSULTANT. If CLIENT is ordering the work on behalf of another, CLIENT represents and warrants that CLIENT is the authorized agent of the party for the purpose of ordering and directing the work and in such case the term "CLIENT" also includes the principal for whom the work is being performed.

The services will be performed on behalf of and solely for CLIENT'S exclusive use and not for others. The services performed by CONSULTANT shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the consulting profession in the same locale and acting under similar circumstances and conditions. EXCEPT AS SET FORTH HEREIN, CONSULTANT MAKES NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, CONCERNING ANY OF THE SERVICES WHICH MAY BE FURNISHED BY CONSULTANT TO CLIENT.

Reports, maps, data, or any pertinent information or documents prepared or assembled by CONSULTANT under this Agreement are confidential, and CONSULTANT agrees that they shall not be made available to any individual or organization without prior written approval of CLIENT. CONSULTANT retains the right to destroy all historic project materials according to the time frames established by CONSULTANT in its document destruction policy.

The CLIENT shall grant or obtain a right of entry for CONSULTANT, its agents, staff, consultants, and contractors or subcontractors, for the purpose of performing and with the right to perform all acts, studies, evaluations, pursuant to the agreed services. CONSULTANT personnel will not access those portions of the subject property or adjacent properties where prearranged access has not been granted, or where personnel health and safety issues preclude entry.

CLIENT will provide CONSULTANT all information regarding the subject property that is known to or reasonably ascertainable by CLIENT, which may be necessary for completion of the services to be performed by CONSULTANT. Such information includes all records of any environmental assessment activities undertaken previously at the subject property. If, during the performance of these services, information within the description of the requested information referenced in the attached PROPOSAL becomes available to the CLIENT, the CLIENT shall provide prompt, full and complete disclosure to CONSULTANT of such new information if it could affect CONSULTANT's performance of its services or could pose potentially hazardous conditions or risk to the health or safety of CONSULTANT's employees, agents, and subcontractors.

CONSULTANT COMPENSATION

Unless otherwise indicated in the PROPOSAL, billings will be based on actual accrued time, reimbursables, and expenses incurred and will include additional costs for all applicable sales and use taxes. Unless otherwise indicated in the PROPOSAL, progress billings will be provided to the CLIENT at least monthly. For performance of the services described in the PROPOSAL, CLIENT shall pay to CONSULTANT according to the fees provided for in the PROPOSAL, payable upon receipt of invoice. CONSULTANT reserves the right to increase the unit rates included in this Agreement on the anniversary(s) of the effective date of this agreement. CONSULTANT may, after

ten (10) days written notice to CLIENT, suspend performance of services until all past due amounts are paid.

Unless otherwise indicated in the PROPOSAL, the following credit terms will apply to the CLIENT: all invoices are net 30 days. An additional 1.5% monthly service charge will be applied to all delinquent accounts. In the event CONSULTANT is required to pursue collection of any amount due from CLIENT in connection with the scope of services contained in this letter, then CLIENT agrees to payment of all reasonable costs and attorney fees incurred in such collection efforts. CLIENT agrees Washtenaw County, Michigan will be proper venue for collection action.

TERMINATION

This Agreement may be terminated by either party, with or without cause, by providing ten (10) days prior written notice to the non-terminating party. In the event of termination, CONSULTANT shall be paid all costs and fees for all work authorized and performed as of the effective date of termination, plus any additional charges agreeable to CLIENT, to cover any final work necessary to bring ongoing work to a logical conclusion.

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and CONSULTANT shall survive the completion of services and the termination of this Agreement.

SITE ACTIVITIES

CONSULTANT will take reasonable precautions to minimize damage to the site due to the performance of its operations, but it shall be understood by CLIENT that in the normal course of performing these operations some damage may occur. CLIENT accepts the fact this is inherent to our work and will not hold CONSULTANT liable or responsible for any such effect, damage, or alteration. Except as provided in the PROPOSAL, the costs of restoration for any damage resulting from CONSULTANT's operations are not included in the fees for the attached proposal. Upon request, and at CLIENT's sole cost and expense, CONSULTANT will provide additional services to restore the site to conditions reasonably similar to those existing prior to CONSULTANT's operations.

Unless otherwise indicated in the PROPOSAL, all site work is expected to be performed under Level D health and safety conditions. If the work is upgraded to Level C or higher, all pricings will be re-negotiated.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS OR CONDITIONS

CONSULTANT and the CLIENT agree that the discovery of unanticipated hazardous materials or conditions may make it necessary for CONSULTANT to take immediate measures to protect the health and safety of its employees, agents, or subcontractors. CLIENT agrees to pay the reasonable costs of such protective measures as well as any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials or conditions. CONSULTANT will notify CLIENT of such discovery as soon as practically possible.

LIMITATION OF LIABILITY

Except for circumstances caused by the willful misconduct or gross negligence of CONSULTANT, any and all liability or claim for damages asserted against CONSULTANT by CLIENT, whether based upon contract, tort, breach of warranty, professional negligence, or otherwise, including claims against CONSULTANT's directors, officers, shareholders, employees, and agents, is limited to 50% of CONSULTANT's available insurance coverage, not to exceed \$1,000,000. CONSULTANT is not responsible for any special, incidental, indirect, or consequential damages (including lost profits) incurred by CLIENT as a result of CONSULTANT's performance or nonperformance of services. Any claim shall be deemed waived unless made by CLIENT in writing and received by CONSULTANT within one (1) year after completion of the services with respect to which the claim is made.

LIMITATIONS OF TESTS AND PROCEDURES

Information obtained from inspections, analysis, and testing of sample materials is considered evidence with respect to the detection, quantification, and identification of pollutants, but any inference or conclusion based thereon is an opinion based upon engineering judgment and shall not be construed as a representation of fact. Groundwater levels and composition may vary due to seasonal and climatological changes and extrinsic conditions and pollutants may or may not be found to exist as a specific time of inspection. CLIENT understands that, due to intervening causes such as natural groundwater flows or human intervention, such sampling and analysis may indicate the presence of contamination. There is a risk that sampling techniques may themselves result in contamination of certain subsurface areas such as when a probe or boring device moves through a contaminated area linking it to an aquifer or other medium not previously contaminated and capable of transporting pollutants. BECAUSE SUCH RISKS ARE UNAVOIDABLE AND BECAUSE THE SAMPLING TECHNIQUES TO BE EMPLOYED ARE A NECESSARY ASPECT OF CONSULTANT'S WORK ON CLIENT'S BEHALF, CLIENT AGREES TO ASSUME THESE RISKS, except those caused by CONSULTANT'S gross negligence or willful misconduct.

FORCE MAJEURE

If CONSULTANT is delayed or prevented from completing its work by reason or acts of God, strikes, lockouts, labor troubles, inability to procure labor or materials, fire, accident, riot, civil commotion, laws or regulations of general applicability, acts of CLIENT, or other cause without its fault and beyond its control (financial inability excepted), completion will be excused for the period of delay and the period of completion will be extended for a period equal to the period of such delay. If CONSULTANT is required to delay any part of its work to accommodate the requests or requirements of CLIENT, regulatory agencies, or third parties or due to any causes beyond the direct reasonable control of CONSULTANT, additional changes shall be assessed with CLIENT's written approval.

COMPLIANCE WITH LAWS

CONSULTANT shall observe and abide by all applicable laws, ordinances, and regulations of federal, state, and local governments, and any subdivision thereof, and the rules and regulations of any lawful regulatory body acting thereunder in connection with the service performed hereunder.

COUNTERPARTS AND ELECTRONIC SIGNATURES

Any agreement between CLIENT and CONSULTANT may be executed in one or more counterparts, each of which will be deemed to be an original copy of the agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

SEVERABILITY

If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

APPLICABLE LAW AND ARBITRATION

These Terms and Conditions, and any contracts between CLIENT and CONSULTANT, unless otherwise stipulated or agreed to in writing, shall be construed according to and governed by the laws of the State of Michigan, without reference to its conflict of law principles. Any controversy or claim arising out of or relating to these Terms and Conditions or any contract between CLIENT and CONSULTANT, or the breach thereof, shall be settled by arbitration in Livingston County, State of Michigan, in accordance with the Commercial rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having



jurisdiction thereof. The award of the Arbitrator(s) shall be made in writing and shall contain the reasons or grounds for the award. The Arbitrator shall not have the power to award any special, incidental, indirect, or consequential damages (including lost profits) against CONSULTANT.

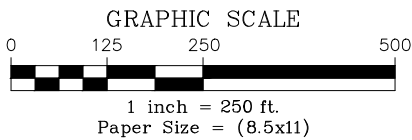
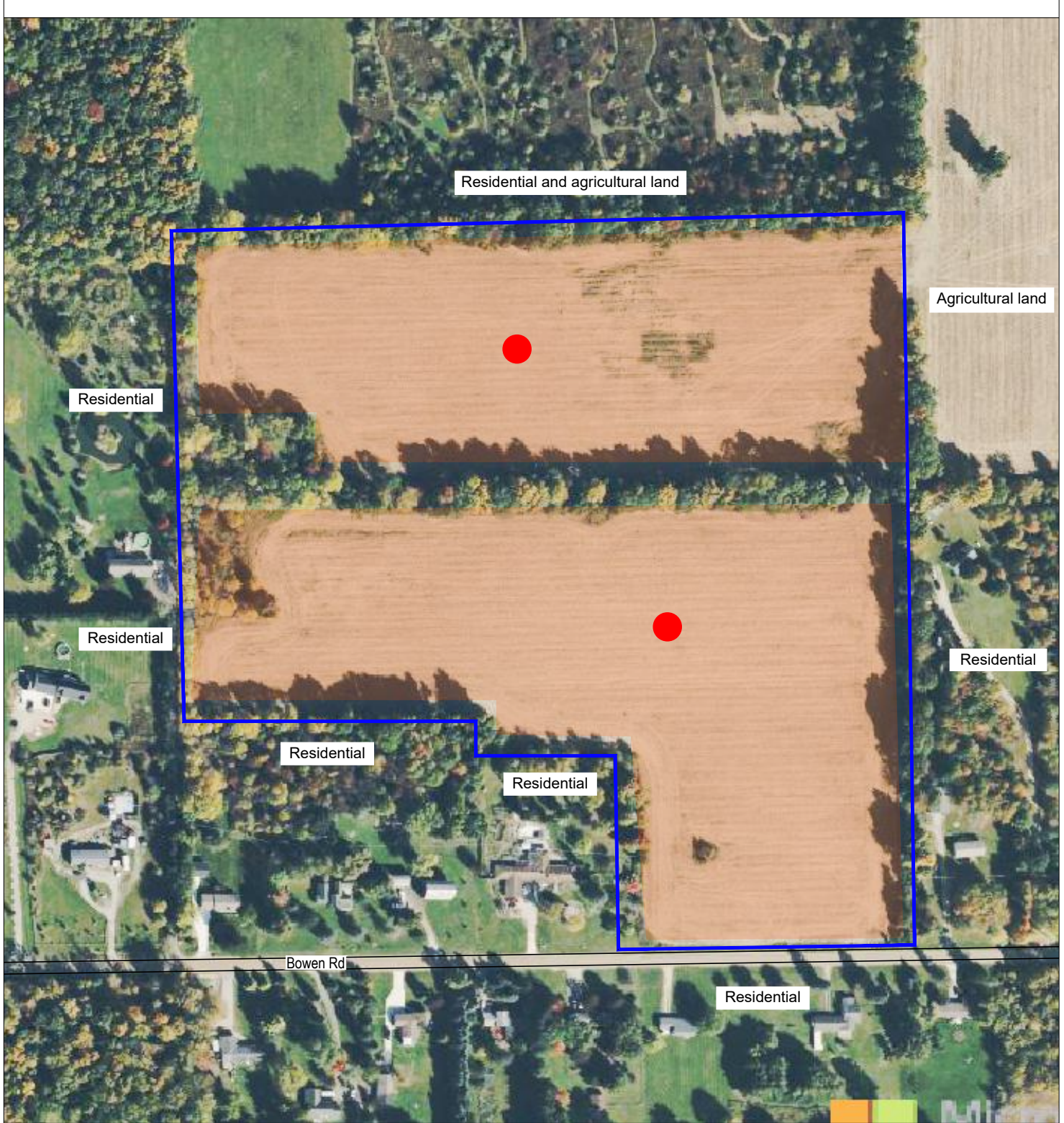
CLIENT represents that CLIENT possesses all necessary permits and licenses required for the continuation of CONSULTANT's activities at the site.




Water well for PFAS, PNAs, As, Pb, Cd, Hg, Se

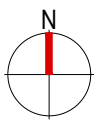


Incremental Soil Sample (0-1' PNAs, As, Cd, Pb, Hg, Se)



LEGEND

 Approximate Property Boundary



0 Bowen Road
(Parcel ID: 4706-21-200-020)

Client: Jonathan Hohenstein

ASTI Project A24-1988.00, JRN, December 16, 2024

Howell Township, MI



Site Features Map

\\\\10.2.0.55\\Staff Files\\Project Files\\Current and Closed\\VANTAGEPOINT\\A24-\\A24-1000 to A24-1999\\A24-1988.00 4 Parcels, Trolley and Bowen Road, Howell Twp, MI\\P101 (3 Phase I ESA)\\A24-1988-00.dwg: 12/16/2024 5:50 PM

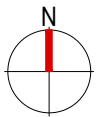
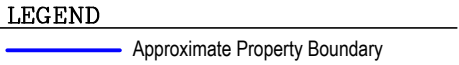
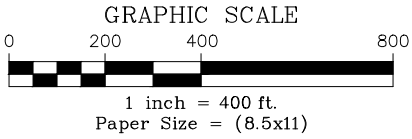
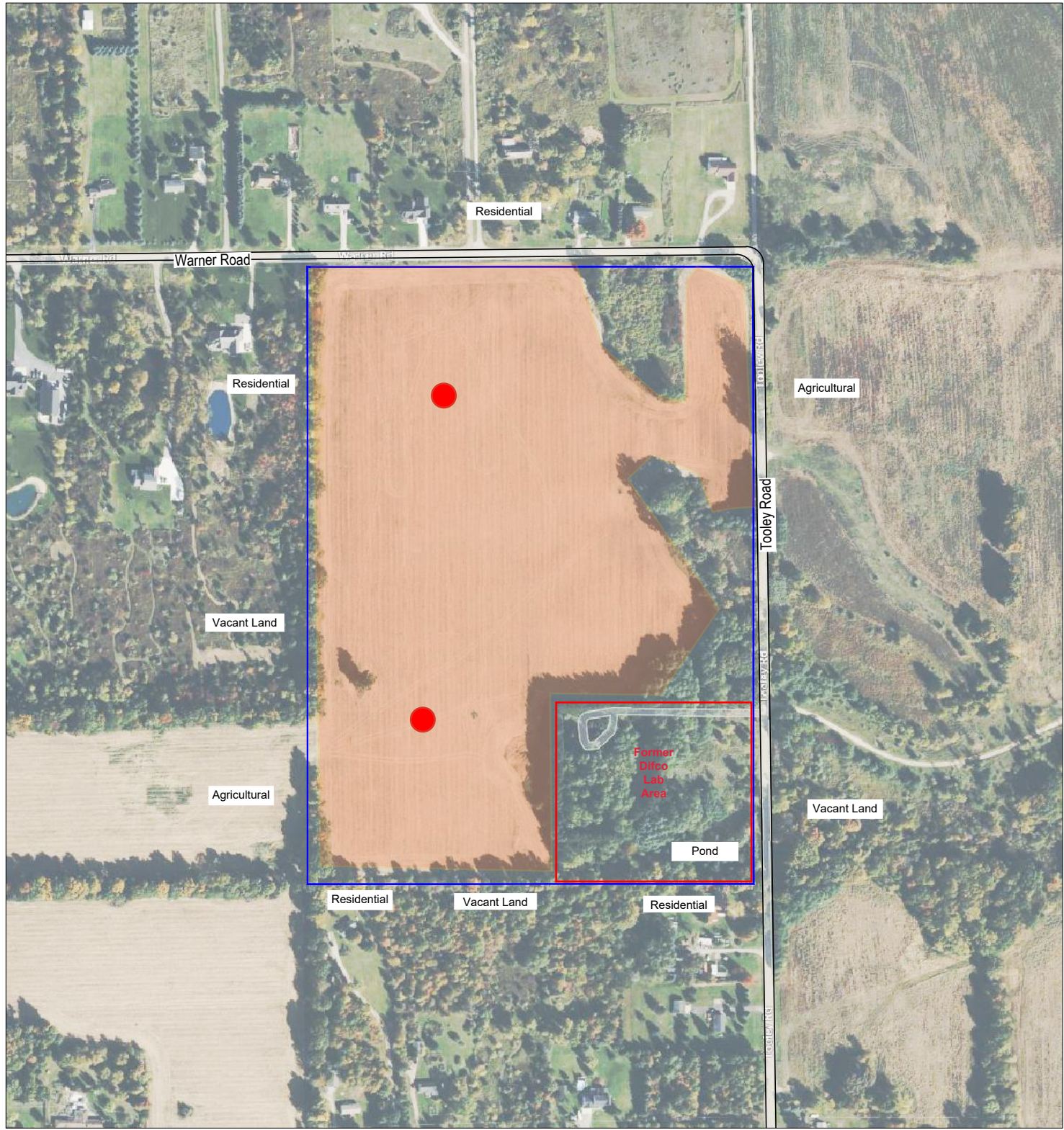


Water well for PFAS, PNAs, As, Pb, Cd, Hg, Se



Incremental Soil Sample (0-1') PNAs, As, Pb, Cd, Hg, Se

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2755 Tooley Road
(Parcel ID: 4706-21-200-019)

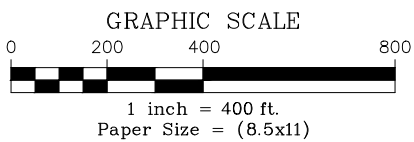
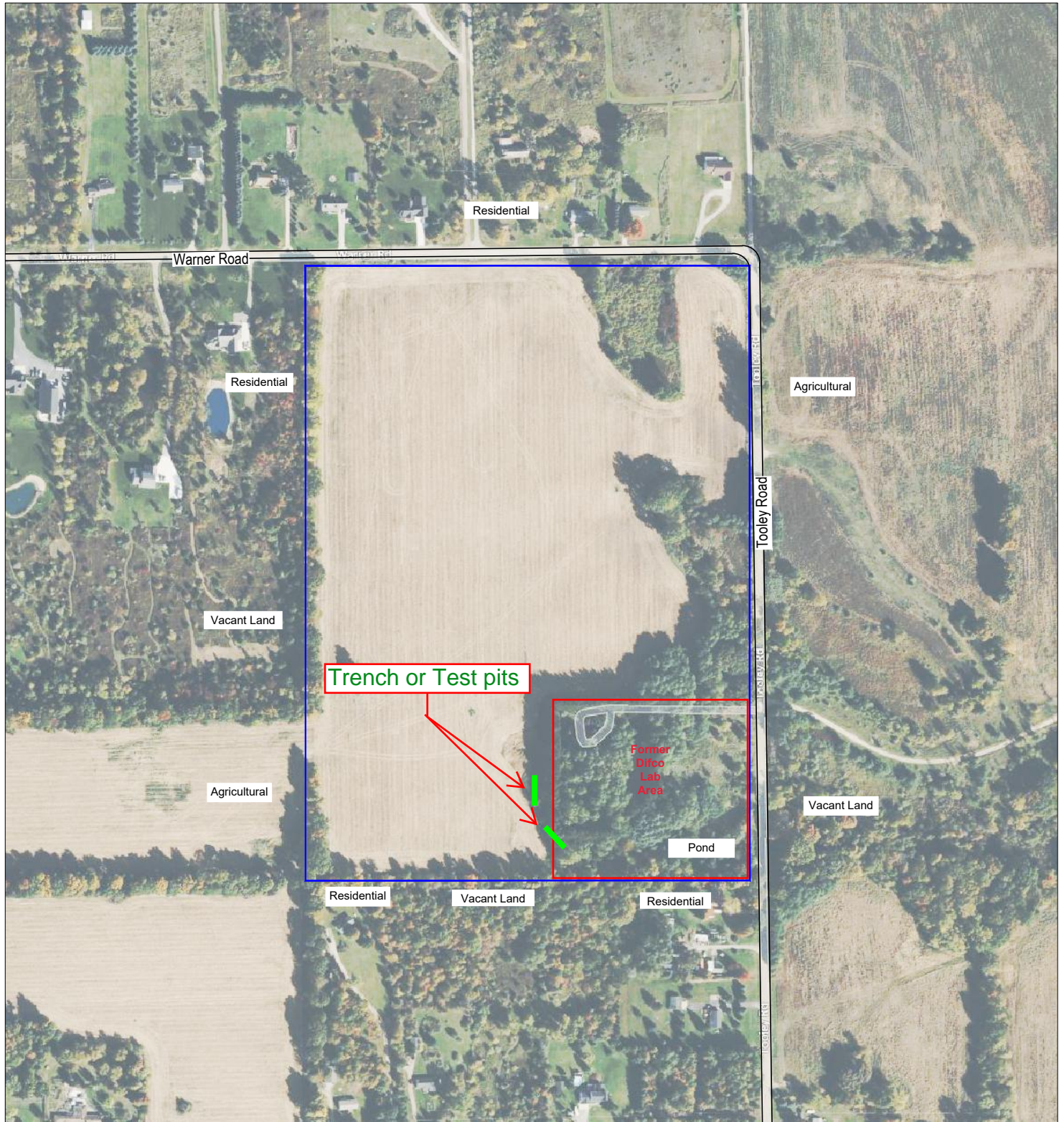
Client: Jonathan Hohenstein
ASTI Project A24-1988.00, JRN, December 16, 2024

Howell Township, MI



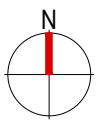
Site Features Map

- Green checkmark icon: Trench or Test Pits (1 sample per trench for VOC, PNAs, Michigan 10 metals for potential dumping)



LEGEND

— Approximate Property Boundary



2755 Tooley Road
(Parcel ID: 4706-21-200-019)

Client: Proposal

ASTI Project A24-1988.00, JRN, December 16, 2024

Howell Township, MI



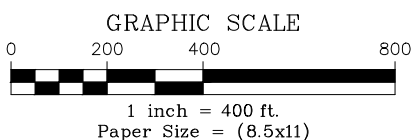
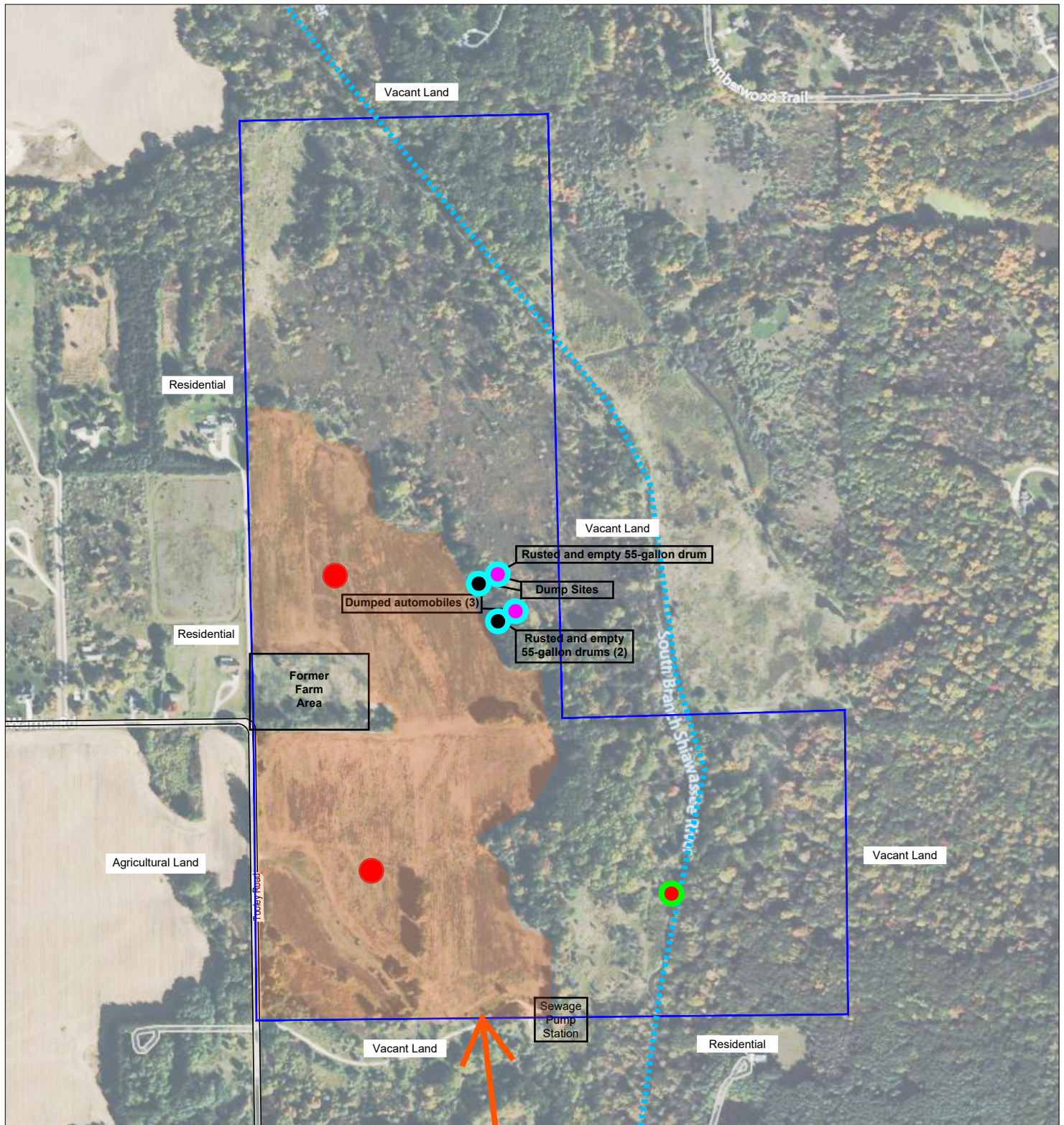
Site Features Map

 Soil and water sample for VOCs, PNAs, Michigan 10 metals



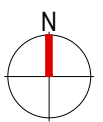
- Water sample (PFAS, PCBs)
- Water Sample (PFAS, PNAs, As, Pb, Cd, Hg, Se)

- Soil and water (VOCs, PNAs, Michigan 10 metals)
- Soil (VOCs, PNAs, Michigan 10 metals)



LEGEND

- Approximate Property Boundary
- Shiawassee River



0 & 2990 Tooley Road
(Parcels 4706-22-100-001 & 4706-15-300-02)

Howell Township, MI



Client: Jonathan Hohenstein
ASTi Project A24-1988.00, JRN, December 16, 2024

Site Features Map
Incremental Sample (0-1' PNAs, As, Cd, Pb, Se, Hg)

\\10.2.0.55\Storff Files\Project Files\Current and Closed\WANTAGEPOINT\A24-1988-001 to A24-1999\A24-1988-00 4 Parcels, Tooley and Bowen Road, Howell Twp, MI\PI01 (3 Phase I ESAs)\CAD\A24-1988-00.dwg: 12/16/2024 5:50 PM

12A

Howell Township
Invoice and Check Registers
As of 3/31/2025

INVOICE REGISTER FOR HOWELL TOWNSHIP

Inv Ref #	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
00024335	LIVINGSTON COUNTY TREASURER	02/24/2025	03/10/2025	820.00	0.00	Paid	Y
00024346	LIVINGSTON COUNTY TREASURER	03/03/2025	03/30/2025	90.50	0.00	Paid	Y
00024333	MUTUAL OF OMAHA INSURANCE COMPANY	02/19/2025	03/10/2025	219.00	0.00	Paid	Y
00024334	KENT COMMUNICATIONS INC	02/19/2025	03/10/2025	896.56	0.00	Paid	Y
00024338	ASTI ENVIRONMENTAL	02/25/2025	03/25/2025	4,800.00	0.00	Paid	Y
00024341	CONSUMERS ENERGY	02/19/2025	03/17/2025	1,296.27	0.00	Paid	Y
00024343	THE GARBAGE MAN	03/01/2025	03/30/2025	153.01	0.00	Paid	Y
00024344	PERFECT MAINTENANCE	03/02/2025	03/30/2025	195.00	0.00	Paid	Y
00024345	SPICER GROUP	02/06/2025	03/30/2025	269.50	0.00	Paid	Y
00024352	MICHIGAN STATE UNIVERSITY	03/03/2025	03/30/2025	250.00	0.00	Paid	Y
00024353	JONATHAN HOHENSTEIN	02/28/2025	03/30/2025	388.86	0.00	Paid	Y
00024354	HOWELL TOWNSHIP	03/04/2025	03/04/2025	27,504.50	0.00	Paid	Y
00024355	HOWELL TOWNSHIP	03/04/2025	03/04/2025	287.50	0.00	Paid	Y
00024357	SPICER GROUP	03/04/2025	03/04/2025	4,349.25	0.00	Paid	Y
00024358	SPICER GROUP	03/04/2025	03/04/2025	1,182.25	0.00	Paid	Y
00024359	SPICER GROUP	03/04/2025	03/04/2025	7,207.00	0.00	Paid	Y
00024360	LIVINGSTON COUNTY TREASURER	02/28/2025	03/30/2025	48,203.86	0.00	Paid	Y
00024361	HOWELL PUBLIC SCHOOLS	03/03/2025	03/15/2025	6,290.71	0.00	Paid	Y
00024362	HOWELL PUBLIC SCHOOLS	03/03/2025	03/15/2025	1,477.23	0.00	Paid	Y
00024363	LIVINGSTON COUNTY TREASURER	03/03/2025	03/15/2025	2,224.80	0.00	Paid	Y
00024364	LIV EDUC SERVICE AGENCY	03/03/2025	03/15/2025	2,209.14	0.00	Paid	Y
00024365	LIVINGSTON COUNTY TREASURER	03/03/2025	03/15/2025	5,796.89	0.00	Paid	Y
00024366	LIVINGSTON COUNTY TREASURER	03/03/2025	03/15/2025	4,178.46	0.00	Paid	Y
00024367	HOWELL PARKS AND RECREATION	03/03/2025	03/15/2025	4,204.42	0.00	Paid	Y
00024368	HOWELL AREA FIRE AUTHORITY	03/03/2025	03/15/2025	16,802.58	0.00	Paid	Y
00024369	HOWELL PUBLIC SCHOOLS	03/03/2025	03/15/2025	23,125.34	0.00	Paid	Y
00024370	HOWELL CARNEGIE LIBRARY	03/03/2025	03/15/2025	8,604.12	0.00	Paid	Y
00024371	FOWLERVILLE DIST LIBRARY	03/03/2025	03/15/2025	79.11	0.00	Paid	Y
00024372	FOWLERVILLE SCHOOLS	03/03/2025	03/15/2025	571.93	0.00	Paid	Y
00024373	SMART BUSINESS SOURCE, LLC	03/03/2025	03/15/2025	322.81	0.00	Paid	Y
00024374	COMCAST	03/03/2025	03/15/2025	436.60	0.00	Paid	Y
00024347	FIRST NATIONAL BANK	03/07/2025	03/07/2025	5,133.80	0.00	Paid	Y
00024348	HOWELL TOWNSHIP	03/07/2025	03/07/2025	123.08	0.00	Paid	Y
00024349	AMERICAN FUNDS	03/07/2025	03/07/2025	3,266.44	0.00	Paid	Y
00024350	EMPOWER	03/07/2025	03/07/2025	1,476.12	0.00	Paid	Y
00024288	UIS SCADA	02/12/2025	03/12/2025	1,015.00	0.00	Paid	Y
00024336	CONSUMERS ENERGY	02/17/2025	03/14/2025	27.55	0.00	Paid	Y
00024337	USA BLUEBOOK	02/21/2025	03/14/2025	279.05	0.00	Paid	Y
00024339	AT&T	02/25/2025	03/25/2025	128.04	0.00	Paid	Y
00024340	BRIGHTON ANALYTICAL	02/26/2025	03/25/2025	30.00	0.00	Paid	Y
00024342	CONSUMERS ENERGY	02/19/2025	03/17/2025	147.68	0.00	Paid	Y
00024351	GENOA TOWNSHIP DPW	03/03/2025	03/30/2025	28,135.32	0.00	Paid	Y
00024375	WESTECH ENGINEERING LLC	03/06/2025	04/05/2025	83,254.00	0.00	Paid	Y
00024376	USA BLUEBOOK	03/06/2025	04/05/2025	164.74	0.00	Paid	Y
00024381	REPUBLIC SERVICES	02/28/2025	03/20/2025	128.76	0.00	Paid	Y
00024382	DTE ENERGY	03/04/2025	03/26/2025	715.98	0.00	Paid	Y
00024383	DTE ENERGY	03/04/2025	03/26/2025	250.83	0.00	Paid	Y
00024384	DTE ENERGY	03/05/2025	03/27/2025	463.31	0.00	Paid	Y
00024377	CARLISLE WORTMAN ASSOC, INC.	03/07/2025	04/05/2025	2,727.50	0.00	Paid	Y
00024378	CARLISLE WORTMAN ASSOC, INC.	03/10/2025	04/04/2025	982.50	0.00	Paid	Y
00024379	CARLISLE WORTMAN ASSOC, INC.	03/10/2025	04/04/2025	132.50	0.00	Paid	Y
00024380	CARLISLE WORTMAN ASSOC, INC.	03/10/2025	04/04/2025	630.00	0.00	Paid	Y
00024387	BLUE CARE NETWORK	03/21/2025	03/21/2025	4,583.92	0.00	Paid	Y
00024391	GANNETT MICHIGAN LOCALIQ	02/28/2025	03/27/2025	645.09	0.00	Paid	Y

INVOICE REGISTER FOR HOWELL TOWNSHIP

Inv Ref #	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
00024392	ABSOPURE	02/28/2025	03/30/2025	12.00	0.00	Paid	Y
00024393	ABSOPURE	02/05/2025	03/30/2025	6.85	0.00	Paid	Y
00024394	DTE ENERGY	03/11/2025	04/02/2025	480.32	0.00	Paid	Y
00024395	DTE ENERGY	02/28/2025	04/10/2025	799.17	0.00	Paid	Y
00024404	FAHEY SCHULTZ BURZYCH RHODES PLC	03/17/2025	04/02/2025	6,847.50	0.00	Paid	Y
00024405	FAHEY SCHULTZ BURZYCH RHODES PLC	03/17/2025	04/02/2025	2,064.00	0.00	Paid	Y
00024406	FAHEY SCHULTZ BURZYCH RHODES PLC	03/17/2025	04/02/2025	666.00	0.00	Paid	Y
00024407	FAHEY SCHULTZ BURZYCH RHODES PLC	03/18/2025	04/02/2025	670.00	0.00	Paid	Y
00024385	FIRST NATIONAL BANK	03/21/2025	03/21/2025	5,932.82	0.00	Paid	Y
00024386	HOWELL TOWNSHIP	03/21/2025	03/21/2025	123.08	0.00	Paid	Y
00024388	AMERICAN FUNDS	03/21/2025	03/21/2025	3,522.92	0.00	Paid	Y
00024389	TREASURY STATE OF MICHIGAN	03/21/2025	03/21/2025	1,762.72	0.00	Paid	Y
00024390	EMPOWER	03/21/2025	03/21/2025	1,445.83	0.00	Paid	Y

of Invoices: 67 # Due: 0
 # of Credit Memos: 0 # Due: 0
 Net of Invoices and Credit Memos:

Totals:
 Totals:

333,211.62 0.00
 0.00 0.00
 333,211.62 0.00

Agrees with Check Register BK

--- TOTALS BY FUND ---

101 GENERAL FUND	137,196.13	0.00
208 PARK/RECREATION FUND	4,800.00	0.00
592 SWR/WTR	114,740.26	0.00
701 TRUST & AGENCY	910.50	0.00
703 TAX FUND	75,564.73	0.00

--- TOTALS BY DEPT/ACTIVITY ---

000 OTHER	151,591.46	0.00
101 TOWNSHIP BOARD	193.76	0.00
247 BOARD OF REVIEW	330.49	0.00
253 TREASURER	105.00	0.00
257 ASSESSING	896.56	0.00
265 TOWNSHIP HALL	3,326.86	0.00
268 TOWNSHIP AT LARGE	58,625.53	0.00
447 ENGINEERING	269.50	0.00
536 SEWER/WATER	83,254.00	0.00
538 WWTP	31,486.26	0.00
701 PLANNING	2,848.34	0.00
702 ZONING	283.86	0.00

CHECK REGISTER FOR HOWELL TOWNSHIP

CHECK DATE 03/01/2025 - 03/31/2025

Check Date	Check	Vendor Name	Description	Amount	
Bank GEN GENERAL FUND CHECKING					
03/05/2025	19006	ASTI ENVIRONMENTAL	PHASE I ESA	4,800.00	
03/05/2025	19007	FAHEY SCHULTZ BURZYCH RHODES	Check Request For Bond: BSP21-0006	11,457.00	V
03/05/2025	19008	THE GARBAGE MAN	APR - JUNE PICKUP SERVICE PLUS ROAD SID	153.01	
03/05/2025	19009	JONATHAN HOHENSTEIN	TREASURER/ZONING EXPENSES	388.86	
03/05/2025	19010	KENT COMMUNICATIONS INC	2025 ASSESSMENT NOTICES	896.56	
03/05/2025	19011	MICHIGAN STATE UNIVERSITY	5 REGISTRATIONS FOR 3 MARCH WEBINARS	250.00	
03/05/2025	19012	MUTUAL OF OMAHA INSURANCE COM	MARCH 2025	219.00	
03/05/2025	19013	PERFECT MAINTENANCE	MARCH 2025 CLEANING	195.00	
03/05/2025	19014	SMART BUSINESS SOURCE, LLC	BINDERS, BATTERIES, FOLDERS, COPY PAPER	322.81	
03/05/2025	19015	SPICER GROUP	GENERAL SERVICES	269.50	
			Check Request For Bond: BSP21-0006	4,349.25	
			Check Request For Bond: BSP25-0002	1,182.25	
			Check Request For Bond: BSP21-0006	7,207.00	
				<u>13,008.00</u>	
03/05/2025	19016	LIVINGSTON COUNTY TREASURER	2024 DRAINS AT-LARGE	48,203.86	
03/05/2025	101002000(E)	COMCAST	MARCH 2025	436.60	
03/05/2025	101002001(E)	CONSUMERS ENERGY	FEBRUARY 2025	1,296.27	
03/05/2025	101002002(E)	HOWELL TOWNSHIP	Check Request For Bond: BSP21-0006	27,504.50	
03/05/2025	101002003(E)	HOWELL TOWNSHIP	Check Request For Bond: BSP24-0011	287.50	
03/07/2025	101001996(E)	EMPOWER	Remittance Check	1,476.12	
03/07/2025	101001997(E)	FIRST NATIONAL BANK	Remittance Check	5,133.80	
03/07/2025	101001998(E)	HOWELL TOWNSHIP	Remittance Check	123.08	
03/07/2025	101001999(E)	AMERICAN FUNDS	Remittance Check	3,266.44	
03/18/2025	19023	ABSOPURE	COOLER RENTAL MARCH 2025	12.00	
			2 BOTTLES OF WATER	6.85	
				<u>18.85</u>	
03/18/2025	19024	CARLISLE WORTMAN ASSOC, INC.	GENERAL CONSULTATION	2,727.50	
			Check Request For Bond: BSP25-0002	982.50	
			Check Request For Bond: BSP25-0003	132.50	
			Check Request For Bond: BSP21-0006	630.00	
				<u>4,472.50</u>	
03/18/2025	19025	DTE ENERGY	STREETLIGHTS	799.17	
03/18/2025	19026	FAHEY SCHULTZ BURZYCH RHODES	CODE ENFORCEMENT	6,847.50	
			ZONING	2,064.00	
			GENERAL	666.00	
			Check Request For Bond: BSP21-0006	670.00	
				<u>10,247.50</u>	
03/18/2025	19027	BLUE CARE NETWORK	Remittance Check	4,583.92	
03/18/2025	19028	GANNETT MICHIGAN LOCALIQ	FEBRUARY PUBLICATIONS	645.09	
03/18/2025	101002009(E)	DTE ENERGY	TWP HALL MARCH 2025	480.32	
03/21/2025	19017	ABSOPURE	COOLER RENTAL MARCH 2025	12.00	V
			2 BOTTLES OF WATER	6.85	

CHECK REGISTER FOR HOWELL TOWNSHIP

CHECK DATE 03/01/2025 - 03/31/2025

Check Date	Check	Vendor Name	Description	Amount	
Bank GEN GENERAL FUND CHECKING					
				18.85	
03/21/2025	19018	CARLISLE WORTMAN ASSOC, INC.	GENERAL CONSULTATION	2,727.50	V
			Check Request For Bond: BSP25-0002	982.50	
			Check Request For Bond: BSP25-0003	132.50	
			Check Request For Bond: BSP21-0006	630.00	
				4,472.50	
03/21/2025	19019	DTE ENERGY	STREETLIGHTS	799.17	V
03/21/2025	19020	FAHEY SCHULTZ BURZYCH RHODES	CODE ENFORCEMENT	6,847.50	V
			ZONING	2,064.00	
			GENERAL	666.00	
			Check Request For Bond: BSP21-0006	670.00	
				10,247.50	
03/21/2025	19021	BLUE CARE NETWORK	Remittance Check	4,583.92	V
03/21/2025	19022	GANNETT MICHIGAN LOCALIQ	FEBRUARY PUBLICATIONS	645.09	V
03/21/2025	101002004(E)	EMPOWER	Remittance Check	1,445.83	
03/21/2025	101002005(E)	FIRST NATIONAL BANK	Remittance Check	5,932.82	
03/21/2025	101002006(E)	HOWELL TOWNSHIP	Remittance Check	123.08	
03/21/2025	101002007(E)	AMERICAN FUNDS	Remittance Check	3,522.92	
03/21/2025	101002008(E)	TREASURY STATE OF MICHIGAN	Remittance Check	1,762.72	
GEN TOTALS:					
Total of 37 Checks:				174,220.16	
Less 7 Void Checks:				32,224.03	
Total of 30 Disbursements:				141,996.13	
Bank T&A TRUST & AGENCY CHECKING					
03/03/2025	3671	LIVINGSTON COUNTY TREASURER	MOBILE HOME FEES	820.00	
03/03/2025	3672	LIVINGSTON COUNTY TREASURER	DOG LICENSES	90.50	
T&A TOTALS:					
Total of 2 Checks:				910.50	
Less 0 Void Checks:				0.00	
Total of 2 Disbursements:				910.50	
Bank TAX TAX CHECKING					
03/05/2025	6113	FWLerville DIST LIBRARY	2024 WINTER TAXES 2/16-2/28/25	79.11	
03/05/2025	6114	FWLerville SCHOOLS	2024 WINTER TAXES 2/16-2/28/25	571.93	
03/05/2025	6115	HOWELL PARKS AND RECREATION	2024 WINTER TAXES 2/16-2/28/25	4,204.42	
03/05/2025	6116	HOWELL AREA FIRE AUTHORITY	2024 WINTER TAXES 2/16-2/28/25	16,802.58	
03/05/2025	6117	HOWELL CARNEGIE LIBRARY	2024 WINTER TAXES 2/16-2/28/25	8,604.12	
03/05/2025	6118	HOWELL PUBLIC SCHOOLS	2024 SUMMER TAXES 2/16-2/28/25	6,290.71	
03/05/2025	6119	HOWELL PUBLIC SCHOOLS	2024 SUMMER TAXES 2/16-2/28/25	1,477.23	
03/05/2025	6120	HOWELL PUBLIC SCHOOLS	2024 WINTER TAXES 2/16-2/28/25	23,125.34	
03/05/2025	6121	LIV EDUC SERVICE AGENCY	2024 SUMMER TAXES 2/16-2/28/25	2,209.14	
03/05/2025	6122	LIVINGSTON COUNTY TREASURER	2024 SUMMER TAXES 2/16-2/28/25	2,224.80	
03/05/2025	6123	LIVINGSTON COUNTY TREASURER	2024 WINTER TAXES 2/16-2/28/25	5,796.89	

CHECK REGISTER FOR HOWELL TOWNSHIP

CHECK DATE 03/01/2025 - 03/31/2025

Check Date	Check	Vendor Name	Description	Amount
Bank TAX TAX CHECKING				
03/05/2025	6124	LIVINGSTON COUNTY TREASURER	2024 SUMMER TAXES 2/16-2/28/25	4,178.46
TAX TOTALS:				
Total of 12 Checks:				75,564.73
Less 0 Void Checks:				0.00
Total of 12 Disbursements:				75,564.73
Bank UTYCK UTILITY CHECKING				
03/12/2025	3293	BRIGHTON ANALYTICAL	ANIONS TESTING	30.00
03/12/2025	3294	GENOA TOWNSHIP DPW	MARCH 2025 MAINTENANCE	28,135.32
03/12/2025	3295	REPUBLIC SERVICES	FEBRUARY WASTE PICKUP	128.76
03/12/2025	3296	UIS SCADA	SCADA PROGRAMMING	1,015.00
03/12/2025	3297	USA BLUEBOOK	DISCHARGE ADAPTER FOR GRINDER PUMPS	279.05
			UPPER GUIDE BRACKET USES 2 SCH 40 PIPE	164.74
				443.79
03/12/2025	3298	WESTECH ENGINEERING LLC	40% READY TO SHIP CLARIFIER	83,254.00
03/12/2025	59004113(E)	AT&T	MARCH 2025	128.04
03/12/2025	59004114(E)	CONSUMERS ENERGY	391 N BURKHART RD FEB 2025	27.55
03/12/2025	59004115(E)	CONSUMERS ENERGY	2571 OAKGROVE FEB 2025	147.68
03/12/2025	59004116(E)	DTE ENERGY	2571 OAKGROVE RD MARCH 2025	715.98
03/12/2025	59004117(E)	DTE ENERGY	1009 N BURKHART RD MARCH 2025	250.83
03/12/2025	59004118(E)	DTE ENERGY	391 N BURKHART RD MARCH 2025	463.31
UTYCK TOTALS:				
Total of 12 Checks:				114,740.26
Less 0 Void Checks:				0.00
Total of 12 Disbursements:				114,740.26
REPORT TOTALS:				
Total of 63 Checks:				365,435.65
Less 7 Void Checks:				32,224.03
Total of 56 Disbursements:				333,211.62

Agrees with Invoice Register
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CHECK REGISTER FOR HOWELL TOWNSHIP

For Check Dates 03/01/2025 to 03/31/2025

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
03/07/2025	GEN	DD6116	BRENT J. KILPELA	5,304.95	0.00	3,973.28	Cleared
03/07/2025	GEN	DD6117	CAROL A. MAKUSHIK	2,734.99	0.00	1,803.48	Cleared
03/07/2025	GEN	DD6118	SUSAN K. DAUS	1,761.65	0.00	1,379.33	Cleared
03/07/2025	GEN	DD6119	TANYA L. DAVIDSON	2,001.73	0.00	1,484.42	Cleared
03/07/2025	GEN	DD6120	MICHAEL CODDINGTON	1,409.33	0.00	934.16	Cleared
03/07/2025	GEN	DD6121	JONATHAN C. HOHENSTEIN	4,447.24	0.00	2,868.96	Cleared
03/07/2025	GEN	DD6122	TERESA M. MURRISH	2,080.25	0.00	1,536.31	Cleared
03/07/2025	GEN	DD6123	MARNIE E. HEBERT	2,036.07	0.00	1,705.55	Cleared
03/21/2025	GEN	DD6124	BRENT J. KILPELA	5,304.95	0.00	3,973.30	Cleared
03/21/2025	GEN	DD6125	CAROL A. MAKUSHIK	2,769.61	0.00	1,829.83	Cleared
03/21/2025	GEN	DD6126	MATTHEW E. COUNTS	508.92	0.00	448.36	Cleared
03/21/2025	GEN	DD6127	SHANE FAGAN	508.92	0.00	448.36	Cleared
03/21/2025	GEN	DD6128	ROBERT K. WILSON	508.92	0.00	448.36	Cleared
03/21/2025	GEN	DD6129	AAREN CURRIE	600.00	0.00	528.60	Cleared
03/21/2025	GEN	DD6130	JONATHAN A. DEKONINCK	680.00	0.00	599.08	Cleared
03/21/2025	GEN	DD6131	WILLIAM S. GRAHAM	680.00	0.00	627.98	Cleared
03/21/2025	GEN	DD6132	SUSAN K. DAUS	1,601.65	0.00	1,257.57	Cleared
03/21/2025	GEN	DD6133	TANYA L. DAVIDSON	2,022.44	0.00	1,498.10	Cleared
03/21/2025	GEN	DD6134	TIMOTHY C. BOAL	668.92	0.00	589.32	Cleared
03/21/2025	GEN	DD6135	CHARLES J. FRANTJESKOS JR	80.00	0.00	70.48	Cleared

CHECK REGISTER FOR HOWELL TOWNSHIP

For Check Dates 03/01/2025 to 03/31/2025

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
03/21/2025	GEN	DD6136	MARTHA M. HAGLUND	80.00	0.00	73.88	Cleared
03/21/2025	GEN	DD6137	SHARON LOLLIO	160.00	0.00	140.96	Cleared
03/21/2025	GEN	DD6138	MICHAEL W. NEWSTEAD	160.00	0.00	140.96	Cleared
03/21/2025	GEN	DD6139	ROBERT A. SPAULDING	840.00	0.00	740.04	Cleared
03/21/2025	GEN	DD6140	MATT STANLEY	160.00	0.00	140.96	Cleared
03/21/2025	GEN	DD6141	WAYNE R. WILLIAMS JR	160.00	0.00	147.76	Cleared
03/21/2025	GEN	DD6142	MICHAEL CODDINGTON	1,409.33	0.00	934.17	Cleared
03/21/2025	GEN	DD6143	JONATHAN C. HOHENSTEIN	4,144.32	0.00	2,669.21	Cleared
03/21/2025	GEN	DD6144	TERESA M. MURRISH	2,084.56	0.00	1,539.17	Cleared
03/21/2025	GEN	DD6145	MARNIE E. HEBERT	2,113.51	0.00	1,765.20	Cleared
Report Total:				49,022.26	0.00	36,297.14	
Number of Checks				30			
Total Physical Checks				0			
Total Check Stubs				30			