

5A

**HOWELL TOWNSHIP REGULAR BOARD
MEETING MINUTES**

3525 Byron Rd. Howell, MI 48855

February 9, 2026

6:30 P.M.

MEMBERS PRESENT:

Sue Daus	Clerk
Jonathan Hohenstein	Treasurer
Matthew Counts	Trustee
Tim Boal	Trustee
Bob Wilson	Trustee

MEMBERS ABSENT:

Mike Coddington	Supervisor
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Also in Attendance:

Joe Verlin – Gabridge and Company
Deputy Supervisor Kilpela
23 people signed in

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

CALL TO THE BOARD:

Treasurer Hohenstein requested that Agenda Item 7-A, Tooley Road Park Plan and Polling Place Discussion be moved to follow Agenda Item 8-G.
Clerk Daus asked whether any Board member wished to preside over the meeting. Trustee Boal volunteered to do so. **Motion** by Hohenstein, **Second** by Daus, **“To have Tim Boal act as Chair.”** Motion carried.

APPROVAL OF THE AGENDA:

February 9, 2026

Motion by Hohenstein, **Second** by Counts, **“To accept the agenda as amended.”** Motion carried.

APPROVAL OF BOARD MEETING MINUTES:

January 12, 2026

REGULAR BOARD MEETING MINUTES

Motion by Hohenstein, **Second** by Daus, **“To accept the minutes from January 12th as presented.”** Motion carried.

CALL TO THE PUBLIC:

Dan Bonello, 3531 Warner Rd.: Spoke in support of Jodi Fulton as Township Trustee

Angela Barbash, 4211 Crandall Rd.: Spoke on concentration risk, Data Centers, Space X

UNFINISHED BUSINESS:

- A. Tooley Rd. Park Plan and Polling Place Discussion
The Board engaged in discussion regarding the options available to the Township should it decide to move forward with the Park Plan and Polling Place project. Various potential courses of action were considered. Deputy Supervisor Kilpela reviewed the associated financial options, outlining funding sources, projected costs, and the potential budgetary impact to the Township. **Motion** by Counts, **Second** by Daus, **“To accept the proposal from Carlisle Wortman for Howell Township Municipal Complex Master Plan Work Plan.”** Motion carried. 2 dissents.

NEW BUSINESS:

- A. Financial Audit – Gabridge & Company
Joe Verlin of Gabridge & Company presented an overview of the Township’s Financial Report for the year ended June 30, 2025, and stated that Howell Township is in a healthy financial condition. Discussion followed.
- B. Offer to purchase 4706-22-100-014, Vacant 22- Acres on the corner of Tooley and Bowen
The Board discussed the clerical errors identified in the agreement and agreed that they needed to be corrected. Discussion followed. **Motion** by Counts, **Second** by Daus, **“To approve the land purchase agreement dated January 12, 2026, between Elmhurst Street LLC and Howell Township for the purchase price of \$228,000.00, and full payment of the special assessments as noted in the contract, and a \$21,000.00 deposit.”** Discussion followed. Motion carried. 2 dissents.
- C. Appointment to Trustee Open Seat
Trustee Boal invited the applicants who applied for the Board of Trustees seat to stand and introduce themselves. Curt Hamilton introduced himself and answered questions from the Board. Lance Powell introduced himself and answered questions from the Board. John Marhofer introduced himself and answered questions from the Board. Laura Wilkerson introduced herself and answered questions from the Board. Jodi Fulton introduced herself and answered questions from the Board. **Motion** by Boal, **Second** by Hohenstein, **“To appoint Jodi Fulton.”** Discussion followed. Roll call vote: Hohenstein – yes, Wilson – no, Daus – yes, Counts – yes, Boal – yes. Motion carried (4-1).
- D. Resignation of Supervisor Mike Coddington
Motion by Wilson, **Second** by Hohenstein, **“To accept that.”** Board members expressed their appreciation to Mike for his years of service. Motion carried.
- E. Resolution- Recognition of Mike Coddington
Motion by Hohenstein, **Second** by Boal, **“To accept resolution 02-26-261 in recognition of Mike Coddington as presented.”** Motion carried. The Board expressed its sincere appreciation to Mike for his many years of service. Roll call vote: Hohenstein – yes, Boal – yes, Daus – yes, Wilson – no, Counts – yes. Motion carried (4-1).
- F. Clean-up Bid information for 5057 Warner Rd.
Mr. Harter addressed the Board and requested additional time to clean up his property prior to the property being put out to bid for clean-up. **Motion** by Wilson, **Second** by Boal, **“To put the bid on hold.”** Motion carried. 1 dissent.
- G. Financial Update – Deputy Supervisor Kilpela

Deputy Supervisor Kilpela reviewed the Revenue and Expenditure report, legal fees, cash flow, and the General Fund payback. **Motion** by Counts, **Second** by Hohenstein, “**To approve budget amendment #1, increase planning contracted planner expense from \$20,000.00 to \$70,000.00 and decrease Township at large capital outlay expense from \$160,000.00 to \$110,000.00 to account for contracted ordinance update.**” Motion carried.

Motion by Counts, **Second** by Daus, “**Budget amendment #2, increase Rec fund contracted services expense from \$14,000.00 to \$20,000.00 to account for the Howell Township Park Master Plan.**” Motion carried.

Motion by Counts, **Second** by Hohenstein, “**To approve transfer from Sewer Fund to General Fund in the amount of \$1,377,255.00.**” Motion carried. The Board expressed its appreciation and commended Brent for his hard work and commitment.

CALL TO THE PUBLIC:

Toni Miechiels, 2849 Amberwood Tr.: Spoke on the Tooley Rd. Park Plan and Polling Place, Vacant 22-Acres on the corner of Tooley and Bowen

Lance Powell, 5366 Fleming Rd.: Spoke on Fleming Rd. issues between Marr Rd. and Allen Rd.

REPORTS:

A. SUPERVISOR:

Treasurer Hohenstein reported that, following Supervisor Coddington’s resignation, Deputy Supervisor Kilpela has continued to perform the duties and should continue to be compensated for performing those duties until a new Supervisor is appointed. **Motion** by Hohenstein, **Second** by Daus, “**To continue to pay Brent as Deputy Supervisor until the new Supervisor is appointed.**” Motion carried.

B. TREASURER:

Treasurer Hohenstein requested Board approval for the Deputy Treasurer to attend MMTA training and for the associated costs. **Motion** by Counts, **Second** by Boal, “**For Deputy Treasurer to attend Michigan Municipal Treasurer’s Association Training.**”

C. CLERK:

Clerk Daus reported that the Clerk’s Department has received Affidavits of Identity filings for the 2026 election and has begun preparations for the upcoming elections.

D. ZONING:

See Zoning Administrator Hohenstein’s report

E. ASSESSING:

See Assessor Kilpela’s report

F. FIRE AUTHORITY:

See report

G. MHOG:

Trustee Counts reported on MHOG – water usage; the transmission main and cross-country main; Prentice Estates connection to MHOG; and MHOG operating independently

H. PLANNING COMMISSION:

See draft minutes. Trustee Boal reported on Planning Commission - Agape City Church; the Data Center Ordinance review with the Resident Research Committee; Data Center Know How webinar for Planners and Officials. **Motion** by Counts, **Second** by Hohenstein, **“To approve Planning Commission members to attend the Data Center Know How for Planners and Officials.”** Motion carried.

I. ZONING BOARD OF APPEALS (ZBA):

No report

J. WWTP:

Treasure Hohenstein reported on WWTP – Manhole line cleanout along the Shiawassee River, **Motion** by Counts, **Second** by Hohenstein, **“To approve Pipeline Management Company for the amount of \$15,908.00.”** Motion carried. Treasurer Hohenstein reported that access is needed to the manhole cleanout off Parsons Rd. **Motion** by Counts, **Second** by Daus, **“Approval of Justice Fence quote dated 01-15-2026 as presented.”** Motion carried.

K. HAPRA:

See Clerk Daus’s report

L. PROPERTY COMMITTEE:

No report

M. PARK & RECREATION COMMITTEE:

No report

N. SHIAWASSEE RIVER COMMITTEE:

No report

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 Counts, **Second** by Hohenstein, **“To adjourn”** Motion carried. The meeting was adjourned at 9:12 p.m.

Sue Daus, Howell Township Clerk

Tanya Davidson, Recording Secretary

7A

Trustee Input on Board Agenda

March 3, 2026

Howell Township Trustees Bob Wilson and Tim Boal want to be able to add items to the Board's agenda. The current system requires Trustees to submit their agenda topics along with the informational background documents to the Clerk prior to the Board meeting. The Clerk and Supervisor review the submitted information and accept or reject the request. Both Bob and Tim have had agenda items accepted and rejected. The Board has also discussed the idea of having space under the report section of the agenda for Trustees to bring topics up for discussion at the next Board meeting and for the Board to decide if the item would be added to the agenda. It was decided at the time to continue with our current system. Trustee Wilson requested we revisit this topic and discuss it further.

Respectfully submitted,

Jonathan Hohenstein

7B

STATE OF MICHIGAN JUDICIAL DISTRICT 44th JUDICIAL CIRCUIT Livingston COUNTY	SUMMONS	CASE NUMBER 26-445-AA SUSAN A. LONGSWORTH P-65575
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Court address: 204 S. Highlander Way, Howell, Michigan 48843
 Court telephone number: _____

Plaintiff's name, address, and telephone number
 William D. McCrie

Plaintiff's attorney bar number, address, and telephone number
 William D. McCrie (P34144)
 McCrie Law, PLLC
 123 Mason Road, Howell, Michigan 48843
 (810) 229-6167

v

Defendant's name, address, and telephone number
 Howell Township
 3525 Byron Road
 Howell, Michigan 48855
 (517) 546-2817

Instructions: Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (MC 21). The summons section will be completed by the court clerk.

Domestic Relations Case

- There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (MC 21) listing those cases.
- It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

Civil Case

- This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.
- MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has

been previously filed in this court, _____ Court, where

it was given case number _____ and assigned to Judge _____

The action remains is no longer pending.

Summons section completed by court clerk.

SUMMONS

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside of Michigan).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date 11/30/20	Expiration date* 5/1/20	Court clerk ELIZABETH HUNTER CLERK OF THE CIRCUIT COURT HOWELL, MICHIGAN 48843
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*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

STATE OF MICHIGAN

FILED COPY
44th Circuit Court
County Clerk's Office

IN THE 44TH CIRCUIT COURT FOR THE COUNTY OF LIVINGSTON

Williamo McBride,
Appellant/Petitioner,

Case No. 20-445-AA
Hon. Susan Longworth

v

Howell Township,
Appellee/Respondent.

FILED
LIVINGSTON COUNTY CLERK
2026 JAN 30 PM 2:45

ORDER REGARDING APPEAL

At a session of said Court held in the City of Brighton on
January 30th, 2025.
Present: Honorable Susan Longworth, Circuit Judge

Appeals are governed by MCR 7.101, *et seq.* The Court requires strict adherence to the rules. Failure to comply will result in dismissal. MCR 7.113(A).

Please note the specific requirements for certain categories of appeals, including driver's license appeals under the Michigan Vehicle Code (MCR 7.120); appeals under the Michigan Employment Security Act (MCR 7.116); and Concealed Pistol License appeals (MCR 7.121).

Appellant must serve this Order on each Appellee in the case in the same manner as, and at the same time as, service of the Claim of Appeal or Application for Leave to Appeal. Proof of Service must be filed with the Clerk of the Court.

All filings must be submitted to the Clerk of the Court at 204 S. Highlander Way, Howell.

The Court requires a Judge's Copy of all briefs and exhibits, in hard copy (mailed or dropped off to 224 N. First Street, Brighton, MI 48116) and emailed in Word format to brightoncourtmotions@livgov.com.

If oral argument is requested in accordance with MCR 7.111(C), the Court will set the hearing and notify the parties.

IT IS SO ORDERED.

1/30/26
Date



Susan Longworth (P65575)
Circuit Judge

I certify that a copy of this Order was provided to the Appellant/Petitioner on
January 30th, 2026, by Mail Personally Other.
IF
Livingston County Clerk/Assignment Clerk

STATE OF MICHIGAN
IN THE 44th CIRCUIT COURT FOR THE COUNTY OF LIVINGSTON

WILLIAM D. MCCRIRIE,
an Individual
Plaintiff,

Case No. 26-445 -AA
Hon. SUSAN A. LONGSWORTH P-65575

v

HOWELL TOWNSHIP,
a General Law Township
Defendant.

WILLIAM D. MCCRIRIE (P34144)
MCCRIRIE LAW PLLC
123 Mason Road
Howell, MI 48843
(810) 229-6167

HOWELL TOWNSHIP
3525 Byron Road
Howell, MI 48855
(517) 546-2817

APPLICATION FOR APPEAL OF HOWELL TOWNSHIP BOARD DECISION

NOW COMES the Plaintiff on behalf of himself, and states the following as his application for appeal of Howell Township Zoning Decision:

That a transcript of the Howell Township Board meeting was ordered by a certified Court Reporter and will be provided to the Circuit Court as soon as possible. (Exhibit 1)

PARTIES AND JURISDICTION

Plaintiff is the owner of two parcels of property located in Howell Township, Livingston County Michigan.

Defendant Howell Township is a general law township located in Livingston County, Michigan.

The properties at issue (the "Properties") are located within Howell Township.

This Court has jurisdiction pursuant to MCL 600.605 and MCL 125.3606 under the Michigan

Zoning Enabling Act (MZEA).

GENERAL ALLEGATIONS

1. Plaintiff is the fee simple owner of two Properties one currently zoned as Agricultural Residential and one zoned Regional Service Commercial respectively. The properties are adjacent to each other.
2. That on or about January 12, 2026, Plaintiff submitted a formal application to rezone the Property parcels 4706-22-300-003 (Agricultural Residential) and 4706-22-300-042 (Regional Service Commercial) located on Tooley Road, Howell Township Michigan, to the Defendant.
3. That the re-zoning request to Howell Township was for both of the properties to be re-zoned to Industrial Flex Zone from their present zoning.
4. That the Industrial Flex Zone Classification provides flexibility for land uses while being more prescriptive regarding design and quality of development. The Intent of the Industrial Flex Zone is to allow development of property that eliminates blighted properties, ensures safe and complementary vehicular and pedestrian circulation patterns, improves environmental quality and remediates degraded properties, while also providing an attractive transition between residential and non-residential properties. (See Exhibit 2)
5. The requested re-zoning to Industrial Flex would give the Township the authority to address the public health, safety and welfare of the two properties not offered in the present zoning classifications.
6. It is the Plaintiff's position that re-zoning of the two properties to Industrial Flex Zone not only gives Howell Township more authority regarding the use of the properties but also ensures

that the land conforms with the already existing surrounding properties, now and in the future.

7. The requested re-zoning of the two properties is consistent with the Township's Master Plan and the surrounding land-use patterns, and present uses. (Exhibit 3)

8. That the requested re-zoning would not cause traffic volume issues, safety issues, and rezoning would be in harmony with the adjacent land uses and consistent with the historical pattern of land development.

9. That the requested re-zoning would not affect the utilities as the properties both have road access and on a major paved road and public utilities, including water and sewer.

10. On January 12, 2026, the Howell Township Board of Trustees formally denied the request to re-zone both parcels to Industrial Flex Zone in a single motion, and single vote on two individual re-zoning requests. (See Exhibit 4)

11. The denial was based including but not limited to potential noise concerns, traffic concerns, disturbing woman claiming to be in crisis, unidentified use concerns, height concerns and a general objection's to any changes in the present use of the two properties, rather than competent, material, and substantial evidence.

COUNT I: VIOLATION OF SUBSTANTIVE DUE PROCESS

12. Plaintiff incorporates by reference all preceding paragraphs.

13. That under the Due Process Clause of the Michigan Constitution (Art. 1, § 17) and the Fourteenth Amendment to the U.S. Constitution, Plaintiff has a right to be free from arbitrary and unreasonable government interference with the use of their property.

14. That there is no reasonable governmental interest being advanced by the present zoning classifications, as to public health, safety or welfare, as to the parcel zoned RSC and the Parcel

zoned AR.

15. That the Defendant's denial of the rezoning request as to both parcels does not advance a legitimate public health, safety, or general welfare interest.

16. That the Defendants decision making process was characterized by ignoring the Township's expert's reports on each property recommending the granting of both re-zoning requests, the ignoring of the Livingston County Planning department planners recommendation to grant the re-zoning of the two properties, the Livingston County Planning Commission vote recommending the granting of the two re-zoning requests and the Townships master plan providing for the future zoning classification, Flex industrial and the reality of the present and future uses in the area; instead considering untrue assumptions, undesirable uses, unverified concerns of traffic, noise, height issues, pollution, water issues all inappropriate considerations at a re-zoning request, but rather properly addressed at site plan review.

17. That the Defendant's decision-making process was characterized by ignoring expert reports, and reality, considering untrue, un-substantiated, vague comments unverified comments given, no specific use was identified rendering the decision arbitrary.

18. The current zoning of the Property, as enforced by the denial of the re-zoning request, serves no rational purpose, and unfairly burdens the Plaintiff's property rights. Specifically since there was no identified use of the 2 properties from which the Defendant could reasonably deny the request.

19. That the regulation and denial of the rezoning request has interfered with distinct investment backed expectations that Plaintiff has for both of the properties.

20. That at the time of the purchase of the land zoned Agricultural the previous owner gave standing for Plaintiff to apply for the re-zoning of the land, and that with that permission the Plaintiff began the re-zoning process prior to the closing on the property.

21. That parcel at 4706-12-300-003 (Agricultural Residential) is 10 acres. There is no economically viable use of the 10 acres parcel zoned Agricultural-Residential, given the previous uses of the property given its present zoning.

22. That a Livingston County Planning Commission met and recommended approval of the requested re-zoning of both properties.

23. That the Livingston County Planning commission voted to recommend approval of both re-zoning requests.

24. That in Howell Township's own masterplan for the area provides for the two properties to be zoned as Industrial Flex Zone, and that it would be consistent with the masterplan to grant the re-zoning of the properties.

25. That among the properties surrounding the properties include the Livingston County Airport, U of M Med Flights, Livingston County Ambulance, LCASA and many other industrial facilities. (Exhibit 5)

COUNT II: APPEAL FROM DECISION OF THE TOWNSHIP BOARD

(Pursuant to the Michigan Zoning Enabling Act)

26. Plaintiff incorporates by reference all preceding paragraphs.

27. That the Township's decision was not supported by competent, material, and substantial evidence on the record.

28. That the Township was presented expert reports from their hired professional planners, and the recommendation of approval from the Livingston County Planning Commission and the expert report from the Livingston County Planning Department. (Exhibit 6)

29. That the findings in the expert reports and the Livingston County Planning Commission were not properly weighed or considered by the Township Board.

30. That the expert reports should have been weighed as credible evidence, as the experts have education, experience in zoning and planning, and were the hired experts by the government entities making the decisions.

31. That Howell Township had a duty to weigh and consider the credibility of the expert reports, Board recommendations, and evidence against the untrue, unsolicited, spontaneous opinions and false statistics and opinions of the public which were not founded in fact, reality, science, or law.

32. That the decision not to re-zone both parcels represents an abuse of discretion.

33. That the decision was not authorized by law and failed to comply with the procedural requirements of the Howell Township Zoning Ordinance.

34. That the Howell Township Board did not vote specifically on the two distinct petitions pending before them at that hearing.

35. That the decision made by Howell Township is not consistent with the master plan, the opinions and recommendations of their own experts, and the existing zoning classifications within the vicinity; it makes the decision to deny the two re-zoning requests unreasonable.

WHEREFORE the Plaintiff prays that this Honorable Court:

- A. Declare the Howell Township's denial of the two rezoning requests unconstitutional and void;
- B. Declare that Howell Township's denial of the 2 re-zoning requests constitutes Inverse Condemnation.
- C. Order Howell Township to grant the 2 requested re-zonings;
- D. Award Plaintiff compensatory damages for the loss of use and value of the Property;
- E. Award Plaintiff reasonable attorney fees and costs;
- F. Grant any other relief the Court deems just and equitable.

Respectfully Submitted,

Dated: January 30, 2026

/s/ William D. McCririe
William D. McCririe (P34144)
Attorney for Plaintiff
McCririe Law, PLLC

PROOF OF SERVICE

The undersigned certifies that the foregoing was served upon all parties to the above cause to each of the attorneys/parties of record herein at their respective addresses disclosed on the pleadings on January 30, 2026.

BY: U.S. Mail Telefacsimile
 Hand Delivered Overnight courier
 Federal Express Other: Email

Signature: /s/ Juli A. Morga

HOWELL TOWNSHIP

Application for Re-Zoning/Text Amendment

3525 Byron Road Howell, MI 48855

Phone: 517-546-2817 ext. 108

Email: inspector@howelltownshipmi.org

Fee: \$1000.00

Parcel ID #: 4706-	22	300	042	Date	10-3-2025
Applicant Name	William McCrie			Applicant Address	1015 E. Main, Brighton, MI 48116
Phone	[REDACTED]			Fax	[REDACTED]
Property Owner Name	William McCrie				
Phone	[REDACTED]			Fax	[REDACTED]

Current Zoning Classification	RSC	Proposed Zoning Classification	IFZ
Existing Use	Vacant	Proposed Use	Flex Industrial
Legal Description (attach copy if necessary): SEC 22 T3N R4E COMM AT THE SW COR OF SEC, TH ALONG THE CENTERLINE OF TOOLEY RD AND THE WEST LINE OF SEC 22, DUE NORTH, 440.87 FT TO POB, TH CONTINUING DUE NORTH 570.76 FT, TH N89°53'00"E 543.38 FT, TH S01°41'57"W 571.47 FT, TH S89°56'22"W 526.74 FT TO POB. CONT. 7.03 A/C M/L. SPLIT 7/99 FROM 06-22-300-004.			

Requested change in Ordinance / Zoning Map: Regional Service Commercial to Industrial Flex Zone
--

Reason for Requested Change:

The Howell Township Master Plan has this parcel designated as IFZ. Given it's proximity to the airport and demand for uses in the IFZ zoning district, this zoning is appropriate at this time. See additional reasoning attached.

Has the Applicant made a previous request to rezone the property?

Yes

No

If yes, state when and the decision of the Township Board:

Owner, being first fully sworn, on oath deposes and says that all of the above statements in this application herewith are true.

Owner Signature



Date

10/14/25

Printed Name

William McCassee

Subscribed and sworn to before me

This 14th day of October, 2025

Juli A. Morgia

Notary Public Juli A. Morgia

Livingston County, Michigan

My commission expires: 10/24/28

Additional information for the reason for the requested change;

The proposed rezoning of the subject parcel from Regional Service Commercial (RSC) to Industrial Flex Zone (IFZ) is intended to better align the property's land use potential with both current market demands and Howell Township's long-term economic development goals.

Whereas the RSC designation limits the parcel primarily to retail and service-oriented uses, current regional trends show reduced demand for large-scale commercial service space, with increasing vacancies in similar zoning districts. Additionally, the parcel is not located on a main road or thoroughfare. In contrast, the Industrial Flex Zone classification allows for a wider range of contemporary uses—such as sale and leasing of motorized vehicles, contractor buildings and other uses permitted in the zoning classification—while still permitting complementary office and limited commercial functions.

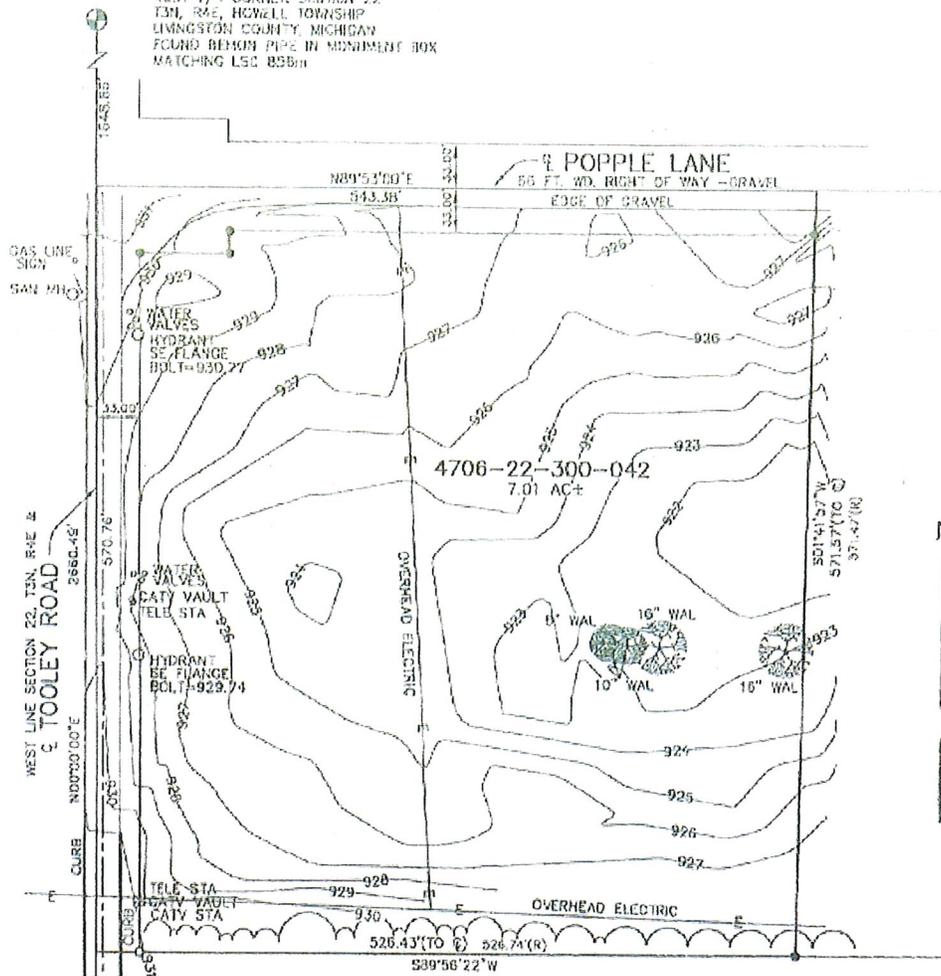
By enabling this transition, the Township can:

- Promote sustainable development by attracting modern industrial and hybrid businesses that are in high demand within Livingston County and the surrounding region.
- Enhance tax base stability by adapting to evolving market conditions and ensuring the parcel is positioned for long-term productive use.
- Ensure compatibility with surrounding land uses, as Industrial Flex Zone typically has operational and aesthetic standards that minimize impacts on adjacent properties.

In short, the rezoning will allow this parcel to remain competitive, flexible, and consistent with Howell Township's broader vision of balanced growth and economic vitality.

CERTIFICATE OF SURVEY

WEST 1/4 CORNER SECTION 22
T3N, R4E, HOWELL TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN
FOUND BEMON PIPE IN MONUMENT BOX
MATCHING LSC 835m



GAS LINE SIGN
SAN MH

WEST LINE SECTION 22, T3N, R4E &
C. TOOLEY ROAD
2666.46'

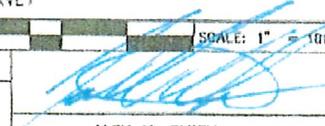
CURB
440.87'

SOUTHWEST CORNER SECTION 22
T3N, R4E, HOWELL TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN
FOUND BEMON PIPE IN MONUMENT BOX
MATCHING LSC 856m

- LEGEND**
- = SET 1/2" STEEL REEROD WITH CAP : JKS 35999
 - = FOUND CORNER MARKER

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE SURVEYED THE LAND HEREIN PLATTED AND DESCRIBED ON 8/30/2020, AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN LIMITS ACCEPTED BY THE PRACTICE FOR MICHIGAN PROFESSIONAL SURVEYORS, AND THAT ALL OF THE REQUIREMENTS OF ACT NO. 132, P.A. 1970 (AS AMENDED) HAVE BEEN COMPLIED WITH.
NOTE: BEARINGS ARE BASED ON A PREVIOUS SURVEY

CLIENT: PRESTON TECHNOLOGY		SCALE: 1" = 100'
SECTION: 22 TOWN: 3 NORTH RANGE: 4 EAST		 JACK K. SMITH PROFESSIONAL SURVEYOR No. 35999
HOWELL TOWNSHIP LIVINGSTON COUNTY, MICHIGAN		
DATE: 09-09-2020	CREW: JKS	GARLOCK-SMITH PROFESSIONAL SURVEYORS 516 EAST GRAND RIVER HOWELL, MICHIGAN 48843 (517) 546 - 3340 FAX: (517) 546 - 2941
BOOK NO. 218 PG 74	COMP: JKS	
	DRAWN: JKS	
SHEET 1 OF 2	REV:	



LEGAL DESCRIPTION:

4706-22-300-042

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22, T3N, R4E, HOWELL TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN; THENCE N00°00'00"E 440.87 FEET ALONG THE WEST LINE OF SAID SECTION AND THE CENTER LINE OF TOOLEY ROAD FOR A PLACE OF BEGINNING; THENCE CONTINUING N00°00'00"E 570.78 FEET ALONG SAID WEST LINE AND CENTER LINE; THENCE N89°53'00"E 543.38 FEET ALONG THE CENTER LINE OF POPPLE LANE, A 66.00 FOOT WIDE PRIVATE ROAD; THENCE S01°41'57"W 571.57 FEET (PREVIOUSLY RECORDED AS 571.47 FEET); THENCE S89°56'22"W 526.43 FEET (PREVIOUSLY RECORDED AS 526.74 FEET) TO THE PLACE OF BEGINNING, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 22, T3N, R4E, HOWELL TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN CONTAINING 7.01 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE WESTERLY 33.00 FEET THEREOF, AS IS OCCUPIED BY TOOLEY ROAD, ALSO BEING SUBJECT TO AND TOGETHER WITH THE USE OF POPPLE LANE, A 66.00 FOOT WIDE PRIVATE ROAD, ALSO BEING SUBJECT TO AND TOGETHER WITH EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

CLIENT: PRESTON TECHNOLOGY		 JACK K. SMITH PROFESSIONAL SURVEYOR No. 35999	
SECTION: 22	TOWN: 3 NORTH		
HOWELL TOWNSHIP LIVINGSTON COUNTY, MICHIGAN		GARLOCK-SMITH PROFESSIONAL SURVEYORS 516 EAST GRAND RIVER HOWELL, MICHIGAN 48843 (517) 546 -- 3340 FAX: (517) 546 -- 2941	
DATE: 09-09-2020	CREW: JKS		
BOOK NO. 218 PG 74	COMP: JKS		
	DRAWN: JKS		
SHEET 2 OF 2	REV:		

HOWELL TOWNSHIP
Application for Re-Zoning/Text Amendment

3525 Byron Road Howell, MI 48855

Phone: 517-546-2817 ext. 108

Email: inspector@howelltownshipmi.org

Fee: \$1000.00

Parcel ID #: 4706- <u>22</u> - <u>300</u> - <u>003</u>	Date <u>10-3-2025</u>
Applicant Name <u>William McCririe</u>	Applicant Address <u>1015 E. Main, Brighton, MI 48116</u>
Phone <u>[REDACTED]</u>	Fax _____ Email <u>[REDACTED]</u>
Property Owner Name <u>Mark Bailey</u>	
Phone _____	Fax _____ Email _____

Current Zoning Classification <u>AR</u>	Proposed Zoning Classification <u>IFZ</u>
Existing Use <u>Vacant house and outbuildings</u>	Proposed Use <u>Flex Industrial</u>
Legal Description (attach copy if necessary): SEC 22, T3N,R4E BEG 2220.03 FT S FROM W 1/4 COR OF SEC, TH S 89°55'42"E 990.72 FT, S 441 FT, N 89°55'42"W 990.72 FT, N 441 FT TO BEG 10.03A M/L.	

Requested change in Ordinance / Zoning Map: Ag. Residential to Industrial Flex Zone

Reason for Requested Change:

SEE ATTACHMENT

Has the Applicant made a previous request to rezone the property?

Yes

No

If yes, state when and the decision of the Township Board:

Owner, being first fully sworn, on oath deposes and says that all of the above statements in this application herewith are true.

Owner Signature



Date 10/14/25

Printed Name

W. Thia McCrindle

Subscribed and sworn to before me

This 14th day of October, 2025

Julia Merga

Notary Public Julia A. Merga

LIVINGSTON County, Michigan

My commission expires: 10/24/28

The requested rezoning from Agricultural Residential to Industrial Flex Zoning is being pursued to better align the subject property with the Township's long-term land use objectives, economic development priorities, and surrounding land use patterns. While the parcel is currently zoned for agricultural residential use, its location in close proximity to the airport, access, and infrastructure make it more suitable for development rather than continued low-density residential or agricultural activity.

Rezoning to Industrial Flex will provide several community benefits:

1. Consistency with Adjacent and Future Land Use

The property's proximity to existing commercial, light industrial, and transportation corridors makes it an appropriate transition area for flexible industrial uses. Industrial Flex zoning ensures compatibility with nearby non-residential uses while minimizing land use conflicts with residential properties.

2. Economic Development and Job Creation

The rezoning will attract light industrial, technology, warehousing, and service-oriented businesses that generate local employment opportunities. This supports Howell Township's economic base and broadens the tax base without placing a disproportionate burden on public services.

3. Efficient Use of Infrastructure

The parcel is located near existing public utilities and roadway networks capable of supporting non-residential development. Industrial Flex zoning allows for higher and better utilization of these resources, rather than limiting the property to low-density residential use that does not capitalize on available infrastructure investments.

4. Flexibility and Market Responsiveness

Industrial Flex zoning provides the ability to accommodate a wide range of light industrial, research, and business service uses, which allows the Township to respond to market demand and changing economic conditions. This adaptability makes the zoning district more resilient over time.

5. Preservation of Agricultural Land Elsewhere

Concentrating non-residential growth in appropriate areas reduces pressure to rezone more remote or productive agricultural land, helping to maintain the Township's rural character in designated areas while directing development to locations best suited for it.

In summary, the rezoning to Industrial Flex represents a logical and forward-looking land use decision that advances Howell Township's goals of sustainable growth, economic vitality, and balanced land use planning.

October 3, 2025

Mark Bailey
822 K Drive South
East Leroy, MI 49051

Howell Township Planning Commission
3525 Byron Road
Howell, MI 48855

Dear Howell Township Planning Commissioners:

Please accept this letter as authorization for William McCririe to submit a rezoning application for parcel ID 4706-22-300-003 ("The Property") from AR to IFZ, which is owned by myself and consists of 10.03 acres with a home and outbuildings. Mr. McCririe has a fully executed Real Estate Purchase Agreement on the Property.

If there are any questions about this authorization, please do not hesitate to contact me.

Mark Bailey

10/05/2025

Mark Bailey

Juli Morga

From: Leah Hanna <LHanna@livgov.com>
Sent: Tuesday, January 27, 2026 4:36 PM
To: Megan VanLeuven
Cc: Juli Morga
Subject: RE: Transcript request - Bill McCririe

Received. I will have this transcribed by Monday, February 2, 2026. Leah

From: Megan VanLeuven <megan@mccririelaw.com>
Sent: Tuesday, January 27, 2026 4:17 PM
To: Leah Hanna <LHanna@livgov.com>
Cc: Juli Morga <juli@mccririelaw.com>
Subject: [EXT] Transcript request - Bill McCririe

"The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin."

Hi Leah,

Bill needs a certified transcript of this, for an appeal. We only need it transcribed at Item No. 9, until the end of the vote. The link to the recording is below.

<https://www.youtube.com/watch?v=XanAdhyOi8s>

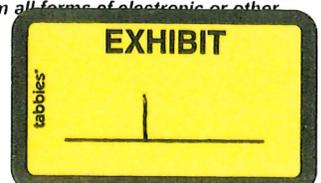
Thank you,

Megan VanLeuven

Paralegal to William D. McCririe
McCririe Law, PLLC
123 Mason Road
Howell, MI 48843
(810) 229-6167



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HOWELL TOWNSHIP

ORDINANCE NO. 785

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF HOWELL TOWNSHIP TO AMEND THE TEXT OF ARTICLE II, SECTION 2.02; ARTICLE III, SECTION 3.17; ARTICLE X, SECTION 10.02.B; ARTICLE XI SECTION 11.03; ARTICLE XII, SECTION 12.01, 12.02, 12.03, 12.04, 12.05 AND 12.06; AND ARTICLE XVI SECTION 16.18; AND TO CREATE ARTICLE XIV, SECTION 14.45; AND ARTICLE XVI SECTION 16.20, SECTION 16.21, SECTION 16.22, OF HOWELL TOWNSHIP; AND TO PROVIDE FOR REPEALER OF ANY ORDINANCES INCONSISTENT HEREWITH.

HOWELL TOWNSHIP ORDAINS AS FOLLOWS:

Section 1. Section of the Howell Township, Zoning Ordinance, shall be amended as follows:

Modify Article II. Definitions.

Sec. 2.02. DEFINITIONS.

Add the following definition, "Cafeteria" to read as the following:

Cafeteria: A dining facility typically located within an office or educational facility that does not offer its services to the public, where there is little to no waitstaff service, and food, either brought from home or purchased at a counter, may be eaten. A Cafeteria is not to be used synonymously as a restaurant or café.

Add the following definition, "Indoor recreation facilities" to read as the following:

Indoor recreation facilities: Facilities for recreation activities conducted entirely within a building, which typically receives a fee in return for providing some recreational activity or part of a facility. Such activities and facilities include but are not limited to: indoor courts and fields for various sports, gymnasiums, swimming pools, skating rinks, performance studios, indoor skateboard parks, climbing facilities, indoor driving ranges, batting cages, sport shooting ranges, and similar activities or facilities. Such facilities may provide ancillary accessory uses such as pro shops or snack bars.

Add the following definition, "Outdoor recreation facilities" to read as the following:

Outdoor recreation facilities: Facilities for recreation activities conducted outside a building, which typically receives a fee in return for the provision of some recreational activity or facility. Such activities and facilities include, but are not limited to: pools, splash pads, fields or courts for various sports, skateboard parks, shuffleboard, horseshoe



courts, archery range, sport shooting ranges, miniature golf, golf driving range, children's amusement park or similar recreation uses. Such facilities may provide ancillary accessory uses such as pro shops or snack bars.

Revise Definition "Swimming Pool (Outdoor)" to be titled "Swimming Pool" and read as follows:

Swimming Pool: Any permanent, non-portable structure or container, for public or private use, located either above or below grade designed to hold water to a depth of greater than 24 inches, intended for swimming or bathing. A swimming pool shall be considered an accessory structure for purposes of computing lot coverage.

Add the following definition, "Water Park (Public)" to read as the following:

Water Park (Public): A recreational area for public use consisting of a splash pad, water playground, wave pool, lazy river, swimming pool or any other similar water feature, including area(s) for bathing or swimming, in solitude or within a group. Although a water park may include one or more swimming pools, a swimming pool by itself is not considered a water park.

Revise Definition of Open Air Business Uses to read as the following.

Open Air Business Uses: Display or storage of merchandise or equipment for sale or rent outside of a permanent structure. Such merchandise or equipment shall include the following:

- (a) Sports equipment, motorcycles, watercraft, snowmobiles, off road vehicles, utility truck or trailer, farm implements, construction or home equipment, and similar products.
- (b) Garages, sheds, play structures, mobile homes, swimming pools, and similar products.
- (c) Trees, fruit, vegetables, shrubbery, plants, seeds, topsoil, humus, fertilizer, and similar products.

Revise Section 3.17 SCHEDULE OF AREA, HEIGHT, AND SETBACK REGULATIONS

Add Appropriate Row in the Schedule of Regulations corresponding with Industrial Flex Zone Requirements as follows:

ZONING DISTRICT	MIN LOT SIZE/UNIT		MAXIMUM BUILDING HEIGHT		MINIMUM YARD SETBACK REQUIRED			MAXIMUM LOT COVERAGE AREA AS PERCENT OF LOT AREA	MINIMUM FIRST FLOOR AREA
	AREA	WIDTH AT BLDG SITE	STORIES	FEET	FRONT YARD	SIDE YARD	REAR YARD		

IF, Industrial Flex Zone	2 acres	200 feet	--	70	35	10, minimum both side yard setbacks total of 25 ft.	10, 50 ft. abutting AR, SFR, MFR	75%	--
	40,000 sq. ft. with public sewer/water	120 feet with public sewer/water	--						

Replace Section 10.02.B. PERMITTED PRINCIPAL USES

Section 10.02 PERMITTED PRINCIPAL USES.

- B. Service establishments, either as completely separate units or as an integral part of any of the principal uses permitted in A. above, and additionally including service outlets for insurance, real estate, medical and dental clinics, veterinary clinics and hospitals, nursing and convalescent homes, theatres, assembly and concert halls, indoor recreation facilities, clubs, fraternal organizations and lodge halls, restaurants, private and business schools, churches, public and private office buildings, motels and hotels, and uses of a similar character that are normally an integral part of a regional shopping center.

Replace Section 11.03.A. PERMITTED PRINCIPAL SPECIAL USES WITH CONDITIONS

Section 11.03 PERMITTED PRINCIPAL SPECIAL USES WITH CONDITIONS.

- A. Indoor recreation facilities Recreation and sports areas, if areas are completely enclosed with fences, walls or berms with controlled entrances and exits.

Create Section 14.45 "Performance Standards" to read as the following:

Section 14.45 PERFORMANCE STANDARDS

- A. Airborne Emissions.
1. Smoke and air contaminants. It shall be unlawful for any person to permit the emission of any smoke or air contaminant from any source whatsoever to a density greater than that permitted by applicable Federal and State Clean Air Standards. There shall not be discharged from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment or nuisance to the public or which endanger comfort, repose, health or safety of persons or which cause injury or damage to business or property.
 2. Odors. Any condition or operation which results in the creation of odors of such intensity and character as to be detrimental to the health and welfare of the public or which interferes unreasonably with the comfort of the public shall be removed, stopped or so modified as to remove the odor.

3. Gases. The escape or emission of any gas that is injurious, destructive, or harmful to persons or property or explosive shall be unlawful and shall be abated.

B. Noise.

1. General Requirements. No use, operation or activity shall be carried on that causes or creates measurable noise levels that are unreasonably loud or that unreasonably interfere with the peace and comfort of others, or that exceed the maximum noise level limits prescribed in Table 14-1 as measured at any point on property adjacent or in close proximity to the lot, parcel or other property on which the operation or activity is located.
2. Methods and Units of Measurement. The measuring equipment and measurement procedures shall conform to the latest American National Standards Institute (ANSI) specifications. The sound measuring equipment shall be properly calibrated before and after the measurements.

Because sound waves having the same decibel (Db) level “sound” louder or softer to the human ear depending upon the frequency of the sound wave in cycles-per-second (that is, depending on whether the pitch of the sound is high or low) an A-weighted filter constructed in accordance with ANSI specifications shall be used on any sound level meter used to take measurements required in this section. All measurements below are expressed in Db(A) to reflect the use of the A-weighted filter.

3. Table of Maximum Noise Levels. Except as otherwise provided in this section, noise levels shall not exceed the limits set forth in the following Table 14-1:

Table 14-1		
Noise Level Standards		
Use	Time	Sound Level (A-Weighted) Decibels – Db(A)
Residential and Nonresidential Uses (in AR, SRF, MFR, MHD, and PUD, districts)	7:00am to 7:00pm	60
Commercial, Business, Office Uses (in OS, NSC, HSC, and RSC districts)	7:00pm to 10:00pm	55
	10:00pm to 7:00am	50
	7:00am to 7:00pm	65
	7:00pm to 7:00am	50
Industrial, Office and Research Office (uses in IF, I, and RT districts)	Anytime	70

4. Background Noise. Where existing background noise exceeds the maximum permitted levels specified in Table 14-1, the noise caused or created by a specific

operation or activity may exceed the levels specified in the Table, provided that the sound level on property adjacent or in close proximity to the lot or parcel on which the operation or activity is located does not exceed the background noise level. For purposes of this subsection, background noise shall mean noise being produced by permitted uses conducted in a legally-accepted manner from all sources other than those occurring on the lot or parcel on which the operation or activity is located. Background noise levels shall be determined by measurement at substantially the same time and location as the noise levels caused or created by the complained-of operation or activity.

5. Intermittent or Other Unreasonable Sounds. Intermittent sounds or sounds characterized by pure tones might be a source of complaints, even though the measured sound level does not exceed the permitted level in Table 14-1. Such sounds shall be prohibited when found to be unreasonably loud or to unreasonably interfere with the peace and comfort of others. In making such determination, the following shall be considered:
 - a. The proximity of the sound to sleeping facilities;
 - b. The nature of the use from which the sound emanates and the area where it is received or perceived;
 - c. The time (day or night) the sound occurs; and
 - d. The duration of the sound.
6. Exemptions. Noise resulting from the following activities shall be exempt from the maximum permitted sound levels provided such activity occurs in a legally-accepted manner:
 - a. Construction activity between the hours of 7:00am and sunset, Monday through Saturday and between the hours of 10:00am and 6:00pm on Sunday.
 - b. Performance of emergency work, including snow removal;
 - c. Warning devices necessary for public safety, such as police, fire, and ambulance sirens, tornado and civil defense warning devices, and train horns;
 - d. Lawn care and yard maintenance that occurs between 8:00am and 9:00pm;
 - e. Outdoor school and playground activities when conducted in accordance with the manner in which such spaces are generally used, including, but not limited to, school athletic and school entertainment events;
 - f. The operation or use of any organ, bell, chimes or other similar means of announcing religious services at a place of religious worship between the hours of 8:00am and 9:00pm, no more than five (5) times per day, and for a duration of no more than two (2) minutes each time; provided, however, the sound level does not exceed 80Db(A) at the property line of the religious facility;
 - g. An un-amplified human voice; and
 - h. Public works maintenance, repair, or improvement projects being conducted by or on behalf of public agencies.

C. Vibration

1. No use shall generate any ground-transmitted vibration in excess of the limits set forth in Table 14-2. Vibration shall be measured at the nearest adjacent lot line.
2. The instrument used to measure vibrations shall be a three (3) compartment measuring system capable of simultaneous measurement of vibration in three (3) mutually perpendicular directions.
3. The vibration maximums set forth in Table 14-2 are stated in terms of particle velocity, which may be measured directly with suitable instrumentation or computed on the basis of displacement and frequency. When computed, the following formula shall be used:

$$PV = 6.28 F \times D$$

Where:

PV = Particle velocity, inches-per-second

F = Vibration frequency, cycles-per-second

D = Single amplitude displacement of the vibration, inches

The maximum velocity shall be the vector sum of the three (3) components recorded.

4. The following is the table of maximum ground-transmitted vibration:

Table 14-2	
Vibration Standards	
Particle Velocity (Inches-Per-Second)	
Along Nonresidential District Boundaries	Along Residential District Boundaries
0.10	0.02
0.20	0.02

5. The values stated in Table 14-2 may be multiplied by two (2) for impact vibrations, i.e., non-cyclic vibration pulsations not exceeding one (1) second in duration and having a pause of at least two (2) seconds between pulses.
6. Vibrations resulting from temporary construction activity shall be exempt from the requirements of this section.

Replace the entire existing ARTICLE XII HC HEAVY COMMERCIAL DISTRICT with the following:

ARTICLE XII

IF - Industrial Flex Zone

Section 12.01 - Purpose and Intent

The purpose of the Industrial Flex Zone Classification is to provide flexibility for land uses while being more prescriptive regarding design and quality of development. Many industrial or large format commercial uses could be compatible, because such uses often have the same or similar building and spatial requirements such as floor area and building height. The design requirements of this district are intended to allow for the mixing of certain industrial and commercial uses, and promote the reuse of buildings and sites for multiple such uses. The flexibility of this district is intended to foster economic development, create employment opportunities, and increase the tax base by promoting the development, redevelopment, or continued use of land adjacent to existing industrial and commercially developed property.

It is also the intent of the Industrial Flex Zone to allow development of property that eliminates blighted properties, ensures safe and complementary vehicular and pedestrian circulation patterns, improves environmental quality and remediates degraded properties, while also providing an attractive transition between residential and non-residential properties.

Section 12.02 - Permitted Principal Uses

The following uses are permitted within the Industrial Flex Zone District.

- A. General office buildings, public or private.
- B. Educational and training facilities.
- C. Facilities for experimental product development, business and scientific research, and testing laboratories.
- D. Photography, art and graphic art studios.
- E. Sale or leasing of new motorized passenger vehicles including cars, and trucks. Outdoor sales/display lots in connection with such use shall not require a special use permit for an open air businesses. (Subject to Section 16.22)
- F. Sale or leasing of used motorized passenger vehicles in conjunction with a new car dealership.
- G. Warehouses and distribution centers.
- H. Warehousing, wholesaling, refrigerated, and general storage conducted completely within a building, or structure.
- I. Mini-warehousing, when conducted completely within a building, or structure.

- J. Retail sales and wholesale of parts equipment, and supplies for: plumbing, electrical, building and construction, furnace and air conditions, home appliances, outdoor and indoor recreation, gardening and landscaping.
- K. Service establishments, either as completely separate units or as an integral part of any of the principal uses permitted in J. above. Public and private office buildings.
- L. Contractor buildings, structures and equipment and materials storage yards for building and other types of construction such that any area used for outdoor storage is completely enclosed and screened from external visibility beyond such storage area.
- M. Woodworking or furniture making shops.
- N. Tool and die, machine shops, light assembly, injection molding.
- O. Any manufacturing plants and uses having performance characteristics similar to those listed in this district that conform with the performance standards in Section 14.45.

Section 12.03 - Permitted Principal Special Uses with Conditions:

The following uses are permitted as special uses in accordance with Article XVI, "Special Uses":

- A. Indoor recreation facilities (subject to Section 16.18).
- B. Outdoor recreation facilities (subject to Section 16.18).
- C. Water Parks if completely enclosed with fences, walls or berms with controlled entrances and exits.
- D. Commercial Kennels (subject to Section 14.42).
- E. Veterinary clinics and animal hospitals.
- F. Storage of recreational vehicles.
- G. Open Air Business as a Principal Use. (Subject to Section 16.22)
- H. The following uses are permitted as long as they are conducted completely within a building, structure or an area enclosed and screened from beyond the lot lines of the parcel:
 - a. Electrical machinery, equipment and supplies, electronic components and accessories.
 - b. Professional, scientific and controlling instruments, photography and optical goods.
 - c. Fabricating metal products, except heavy machinery and transportation equipment.
 - d. Contract plastic material processing, molding and extrusion.
- I. Vehicle repair facilities for automobiles, trucks, busses and trailers (subject to section 16.20).
- J. Towing facilities (subject to Section 16.21).
- K. Propane Storage/Distribution.
- L. Sale, leasing, or rental of used motorized vehicles not in conjunction with a new car dealership.

Section 12.04 - Permitted Accessory Uses:

1. All normal accessory uses to all "Permitted Principal Uses" and "Permitted Principal Special Uses" including:
 - B. Restaurants.
 - C. Cafeterias.
 - D. Medical and health care facilities.
 - E. Office facilities.
 - F. Warehouse and storage facilities.
 - G. Physical fitness facilities.
 - H. Work clothing sales and service facilities.
 - I. Banking facilities.
 - J. Education, library and training facilities.
 - K. Research and experimentation facilities.
 - L. Truck or other vehicular and equipment service maintenance, repair and storage facilities conducted completely within a building, or structure.
 - M. Indoor sales display areas.
 - N. See Section 14.34.

Section 12.05 - Required Conditions of All District Uses:

1. All lots are permitted one (1) driveway unless the Planning Commission determines that any additional drives are necessary in promoting the efficient and safe use of the site due to size, layout, general circulation, or the need to separate drives for truck, or heavy equipment operations from general traffic (see subsection 3 below). The applicant shall provide all information deemed necessary to justify the necessity of any additional driveways.
2. Sites must be designed with sidewalks along building frontages where entrances are located. Such sidewalks should provide for safe and convenient access from parking lots and must connect to adjacent public or private roadways. Where sidewalks cross parking areas and drives the sidewalk material must be carried through. Color changes to highlight the crossing may be appropriate.
3. Parking lots should be designed to accommodate general vehicular and pedestrian traffic as well as employees and commercial traffic. Where heavy equipment and large trucks may be present, sites must be designed to separate such traffic from the general public. Parking areas for customers and employees must be separated physically and visually from loading areas.
4. All toxic wastes shall be disposed of in accordance with all state laws, rules and regulations governing their disposal.

5. The developer of any permitted use or special use with conditions within the IF district must demonstrate that such use will not produce any noise, smoke, fumes, glare, or odors beyond the property boundaries. The Planning Commission may request additional studies to demonstrate compliance with the requirement.

Section 12.06 - Dimensional Requirements, Except as Otherwise Specified in this Ordinance:

A. *Lot Area:* A minimum of two (2) acres or 40,000 square feet for sites with direct access to water, wastewater, and sewer systems on site.

B. *Lot Width:* Minimum of 200 feet at the required minimum building setback line when on-site well water supply and septic tank and field wastewater disposal systems are used or a minimum of 120 feet at the required minimum building setback line when public sewer and water systems are available and connections made to the lot or parcel.

C. *Lot Coverage:* Maximum of 75%.

D. *Yard and Setback Requirements:*

Front yard: Minimum of 35 feet (from the road right of way)

Side yards: Minimum of ten (10) feet
Minimum total of both sides: 25 feet

Rear yard: Minimum of ten (10) feet, but minimum of fifty (50) feet when abutting AR, SFR, MFR property lines.

E. *Height Limitations:* Maximum of seventy (70) feet unless reduced by the maximum permitted by the Livingston County Airport Zoning Ordinance.

F. *Locational Requirements:* Any storage of materials outside of the permitted structure must be proposed and approved by the Planning Commission and be screened from public view and adjacent properties by a wall or fence of no greater than 12 feet in height unless stated otherwise in the Ordinance.

Revise Section 16.17(B)(1): "Public and Private Educational and Training Schools and Facilities"

Section 16.17 PUBLIC, SEMI-PUBLIC AND PRIVATE BUILDINGS AND RELATED STRUCTURES AND OUTDOOR ACTIVITY AREAS

B. Public and private educational and training schools and facilities

- 1) Permitted in all zoning districts which permit any type of residential use, except that professional, business, and technical training schools and facilities shall only be permitted in the RSC, I and IF zoning districts as either a principal or accessory use.

Replace Section 16.18 Nonprofit public, semi-public and private park and recreation facilities

Section 16.18 Nonprofit public, semi-public and private park and indoor and outdoor recreation facilities

A. The following public and private park and outdoor and indoor recreation facilities shall be permitted in the zoning districts indicated in Table 16-1. Their minimum land area of the parcels for each use must also conform to the requirements in Table 16-1:

Table 16-1 Minimum Parcel Sizes for Recreation Facilities		
Land Use	Zoning District/Location	Minimum Lot Area
Neighborhood parks for active and passive recreation	AR, SFR and MFR	Five (5) acres
Community parks, serving two (2) or more neighborhoods for active and passive recreation	AR, SFR and MFR	Twenty (20) acres
Playgrounds for outdoor and indoor activities	AR, SFR and MFR	Ten (10) acres, except when located in conjunction with a K - 8 school on at least five (5) acres
Tot lots serving children up to five (5) years old	All residential zoning districts	One-half (1/2) acre
Beaches	Located on parcels with the waterfront of lakes or rivers	Ten (10) acres
Indoor recreation facilities	RSC, HSC, IF, and I	Two (2) acres
Outdoor recreation facilities	RSC, HSC, IF, and I	Twenty (20) acres
Golf courses	AR, SFR, and MFR	Forty (40) acres per nine (9) holes of golf
Golf driving ranges	AR, IF	Ten (10) acres

		additional five (5) acres to the minimum acreage for a nine (9) hole golf course
Golf driving ranges as an accessory use to a golf course	AR	Five (5) acres in addition to the minimum acreage for a nine (9) hole golf course
Nature study areas	AR and SFR	Ten (10) acres
Forest and woodlot preserves	AR and SFR	Ten (10) acres
Passive recreation areas and facilities related to the natural environment	AR, SFR, and MFR	Five (5) acres

* Where no size or district is listed, the minimum lot size for the district where a recreation use is specifically permitted through Article IV through XIII shall apply.

- B. Recreation facilities shall at a minimum conform to the following standards in addition to any conditions placed on an individual permit by the Township Board through Section 16.01 to 16.06.
1. All outdoor recreation and sports areas shall be completely enclosed with fences, walls or berms with controlled entrances and exits.
 2. The site shall maintain free and clear access for emergency service vehicles during all activities. Site access shall be reviewed during the site plan approval/special use permit process.
 3. All activities or facilities shall be located a minimum of two hundred (200) feet from the property lines.
 4. Hours of Operation shall be limited to the hours between sunrise and sunset but not prior to 8:00 a.m. or later than 10:00 p.m. The Township Board may apply more restrictive hours where protection for nearby residential uses or property zoned for residential uses.
 5. Noise. No sound or noise shall be discernible beyond the property lines in excess of street and traffic levels, and in no event shall noise exceed seventy (70) decibels on the dB(A) scale as measured at property lines of the facility. If contained within a multi-tenant building, the sound shall not exceed sixty-five (65) decibels on the dB(A) scale along a common wall. Sound shall be measured using a Leq (10-minute interval). All measurements and modeling shall be conducted in compliance with ANSI/ISO standards

for outdoor sound measurements and be supervised by a qualified acoustical consultant with full member status with the Institute of Noise Control Engineering (INCE).

6. All off-road vehicles are prohibited, except for vehicles used for event control and administration.
7. Outdoor recreation activities shall be subject to lighting in Section 14.22 of this ordinance.
8. Parking shall be provided at a rate of one (1) parking space per two (2) participants anticipated during peak recreational activities. The Planning Commission may allow a waiver of hard surface paving and parking requirements set forth in Section 18.02 for those situations where parking is used on a periodic basis for all or part of the parking requirements.
9. All sites or facilities shall comply with food and water supply regulations, health and sanitation regulations, or other regulations necessary to protect health, safety, or welfare as established by the county health department or the appropriate state agency.
10. All sport shooting ranges shall at a minimum conform to the following standards in addition to any conditions placed on an individual permit by the Township Board through Section 16.02.
 - a. Design and Operation Standards. The design and operation of such facilities shall conform with the specifications and best practices provided by the National Rifle Association Range Source Book, the generally accepted operation practices adopted pursuant to the Michigan Sport Shooting Ranges Act, Public Act 269 of 1989, applicable Environmental Protection Agency regulations and guidelines, Occupational Safety & Health Administration regulations and guidelines, and applicable federal and state law, and local ordinances.
 - b. Safety. The design of the facility shall clearly show that safety of persons on and off the site is guaranteed. This shall mean that no projectile of any kind may be permitted to leave the site. Indoor ranges must be designed so projectiles cannot penetrate the walls, floor or ceiling, and ricochets or back splatter cannot harm range users. Unless this safety requirement is clearly indicated by the design plans, a permit shall not be issued.
 - c. Lead Management/Environmental. The facility shall manage lead contamination and environmental impacts consistent with applicable federal and state law, including but not limited to the Resource Recovery and Conservation Act (RCRA), the Clean Water Act (CWA), and the EPA's Best Practices for Lead at Outdoor Shooting Range.
 - d. Hours of Operation. Shooting on a range shall be limited to the hours between sunrise and sunset but not prior to 9:00 a.m. or later than 8:00 p.m. The Township

Board may apply more restrictive hours where protection for nearby residential uses or property zoned for residential uses.

- e. Facility Size. Outdoor sport shooting ranges must be located on a parcel of twenty (20) acres or more.
- f. Setbacks. Any area used for firearm shooting activities must be located at least 1,600 feet from a lot line of any property zoned for residential uses, educational institution or school, public or private park, church, and house of worship or other religious facility. Any outdoor firearm shooting activities must be located at least 100 feet from all other lot lines. The minimum distance between uses shall be measured horizontally between the nearest property lines.
- g. Security. Fencing and gates shall be provided around an outdoor sport shooting range facility to maintain a level of security with a minimum height of 8 feet. Any indoor range shall be secured so as to prevent the unauthorized access to the range. Signage must be maintained and be posted at a minimum of 200-foot intervals by durable, weather proof signs not less than two square feet in size with a minimum of two-inch lettering, containing the following in large print: "DANGER SHOOTING RANGE".
- h. Reclamation: A surety bond, letter of credit or equivalent financial instrument shall be posted, in an amount determined by the Township with consultation of a registered engineer licensed in Michigan, taking into account the costs to reclaim the property to its condition prior to operation of the facility as estimated 30 years in the future. This instrument is to be used in the event the facility is not voluntarily reclaimed when operations cease to mitigate environmental contaminants, parcel grading, and public health and safety concerns associated with sport shooting range facilities. The surety bond, letter of credit or equivalent financial instrument shall be in favor of the Township and shall contain a replenishment obligation. The Township reserves the right to review the decommissioning plan every 5 years and revise the requirements and amount of any such instrument as necessary.
- i. Application Requirements: In addition to all information required by Articles XVI and XX of this Ordinance, all applications for a sport shooting range shall be accompanied with the following information:
 - i. A range safety plan addressing:
 1. Firearm handling rules;
 2. Range officers;
 3. Shooting range rules;
 4. Types of firearms permitted and any applicable conditions;

5. Types of activities permitted on the premises; and
 6. Range targets.
- ii. Shot-fall zones, backstops, berms, target locations, and relevant baffling.
 - iii. Existing and proposed structures on the site.
 - iv. Dwellings within one half (1/2) mile from the facility property lines.
 - v. A written plan outlining the facility's Best Management Practices (BMPs) program relating to lead management.
 - vi. A report of the predicted sound impact of the proposed facility shall be included with the application. The report shall demonstrate that the sound level limits required by this Ordinance are met and the report conforms with ANSI/ISO standards for outdoor measurements and predictions. The report shall be produced by a qualified acoustical consultant with full member status with the Institute of Noise Control Engineering (INCE). Where such standards include confidence limits or limitations of use, the report shall present them and provide an explanation of how they were addressed. It shall include:
 1. A description and map of the facility's sound producing features, including the range of decibel levels expected (to be measured in dB(A)), and the basis for the expectation.
 2. A description of the project's proposed sound control features shall be described in detail, including specific measures to minimize noise impacts to neighboring residents and occupants.
 - vii. At the Township's request, the applicant shall provide an environmental assessment or impact study and/or other relevant report(s) or studies (including, but not limited to, assessing the potential impact on lead contamination caused by repeated use of lead shot) as required by the Township for review by the Township regarding the area or surrounding areas where the facility will be placed. Each such study or report requested shall be provided to the Township prior to the time when the Township Board makes its final decision.

Create Section 16.20 Vehicle Repair Facilities

Section 16.20 Vehicle Repair Facilities

Vehicle repair facilities shall be subject to the following regulations and conditions in addition to all applicable regulations in effect in the district in which they are to be located:

- A. All work on vehicles shall take place indoors.
- B. No sound or noise shall be discernible beyond the property lines in excess of street and traffic levels, and in no event shall noise exceed seventy (70) decibels on the dB(A) scale as measured at property lines of the facility. If contained within a multi-tenant building, the sound shall not exceed sixty-five (65) decibels on the dB(A) scale along a common wall. Sound shall be measured using a Leq (10-minute interval). All measurements and modeling shall be conducted in compliance with ANSI/ISO standards for outdoor sound measurements and be supervised by a qualified acoustical consultant with full member status with the Institute of Noise Control Engineering (INCE). No vehicle in any state of disrepair shall be stored in front of the principle building.
- C. No outdoor storage of vehicle parts shall be permitted.

Create Section 16.21 Tow Yards

Section 16.21 Tow yards

Tow yards shall be subject to the following regulations and conditions in addition to all applicable regulations in effect in the district in which they are to be located:

- A. Vehicles are stored on site temporarily, not to exceed 60 days, while waiting for repairs or transport to a junk yard or salvage yard. Such period shall be tolled during any period when local, state, or federal law and law enforcement agency requires the tow yards to hold such vehicles.
- B. Vehicle storage areas shall be design with individual stalls and accessible drive lanes consistent with the parking lot design standards in Section 18.02 with the exception that no interior landscaping or landscape islands shall be required. Storage areas shall be paved with asphalt or concrete. This requirement shall not be subject to a waiver as indicated in Section 18.02.E.3.
- C. Storage areas shall be drained to an oil and water separator.
- D. Storage areas shall be screened from the public view and adjacent properties by a screen fence, wall or other means deemed appropriate by the Planning Commission. Such screen shall be high enough to screen any storage areas but shall not exceed twelve (12) feet in height. A cyclone fence with inserts or fabric material shall not be used for screening.

Create Section 16.22 Open Air Businesses:

Section 16.22 Open Air Businesses

Open Air Businesses shall be subject to the following regulations and conditions in addition to all applicable regulations in effect in the district in which they are to be located:

- A. All display areas shall meet the minimum setback requirements for the district in which they are located.

- B. Any area for the storage of rental equipment shall be screened from the public view and adjacent properties by a screen fence, wall or other means deemed appropriate by the Planning Commission. A screen fence or wall shall be high enough to screen any storage areas but shall not exceed twelve (12) feet in height. A cyclone fence with inserts or fabric material shall not be used for screening.
- C. All display or storage areas shall be paved with asphalt or concrete.

Section 2. 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 clauses 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 11th of Dec, 2020, was ordered to be given publication in the manner required by law, and was ordered to be given effect as mandated by Charter and statute.

HOWELL TOWNSHIP

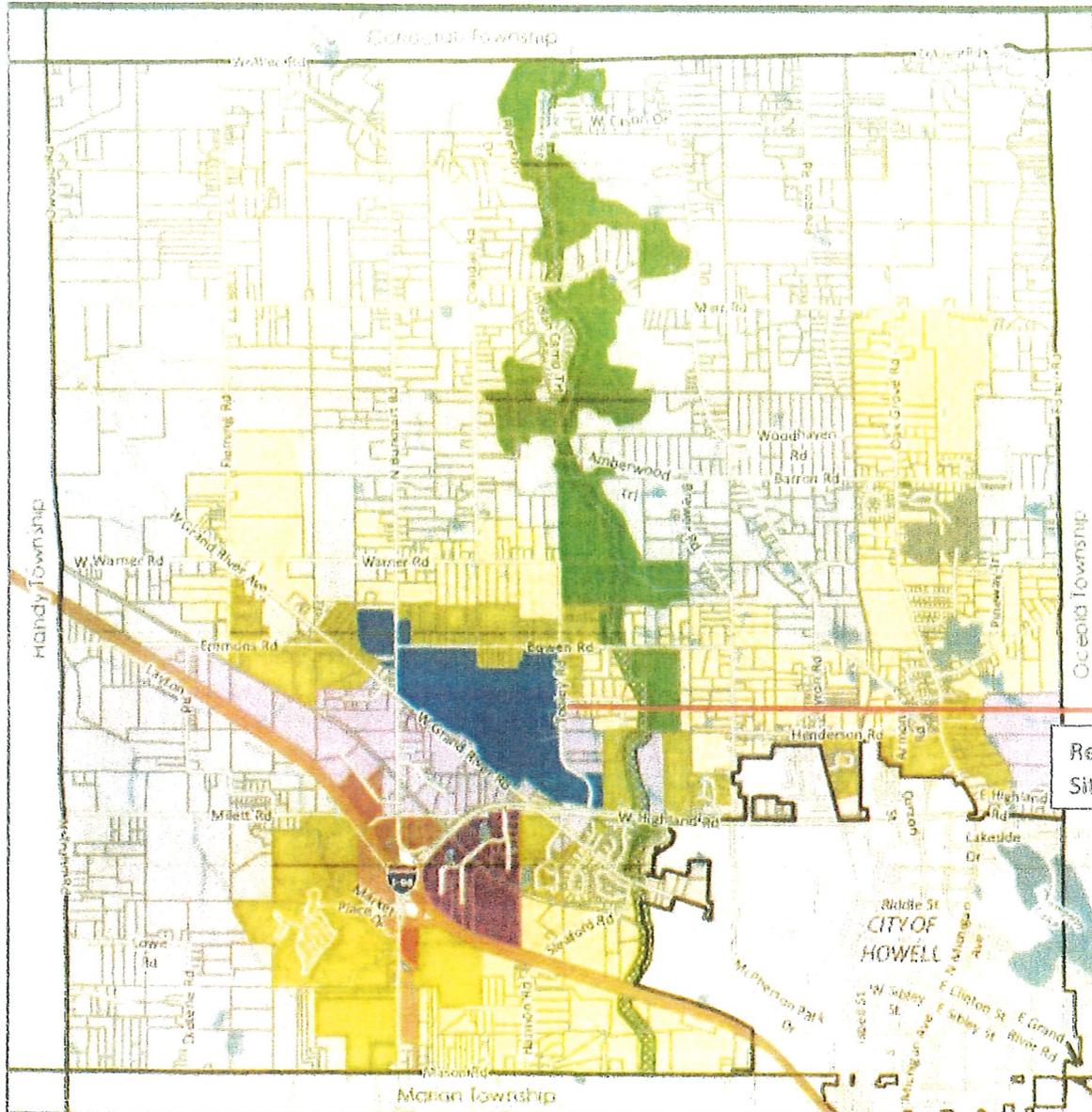
BY: Jean Wickham

ADOPTED: 12.14.2020

PUBLISHED: 12.28.2020

EFFECTIVE: 1-4-2021

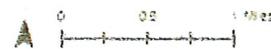
TOWNSHIP FUTURE LAND USE MAP



- Agricultural Preservation
- Airport
- Commercial - Local
- Commercial - General
- Commercial - Highway
- Residential - Low Density
- Residential - Medium Density
- Industrial Flex
- Industrial
- Recreation and Preservation
- Shiawassee River 200 foot Overlay

Future Land Use

Howell Township
Livingston County, Michigan



State of Michigan
 Prepared by: LandUseMichigan.com
 Date: December 10, 2025



EXHIBIT

3

tabbles

Howell Township

3525 Byron Road • Howell, MI 48855
Phone: (517) 546-2817 • Fax (517) 546-1483
www.howelltownshipmi.org



January 13, 2026

William McCrie
1015 E. Main St.
Brighton, MI 48116

RE Rezoning request for parcels: 4706-22-300-042, 4706-22-300-003

William,

At the Howell Township Board meeting on January 12, 2026 the Board considered the rezoning request for the two properties listed above. After consideration the Township Board denied the rezoning requests. Please be aware that the Township will not be able to accept the same rezoning applications for one year.

Should you have any questions please let me know.

Thanks,

A handwritten signature in black ink, appearing to read "Jonathan Hohenstein", is written over a series of horizontal lines.

Jonathan Hohenstein
Howell Township Treasurer
Howell Township Zoning Administrator
treasurer@howelltownshipmi.org



Key-

1—Future Land Use

2—Zoning Districts Map

3—Existing Land Use

4—Industrial Flex Zone

5—AR Agricultural- Residential District

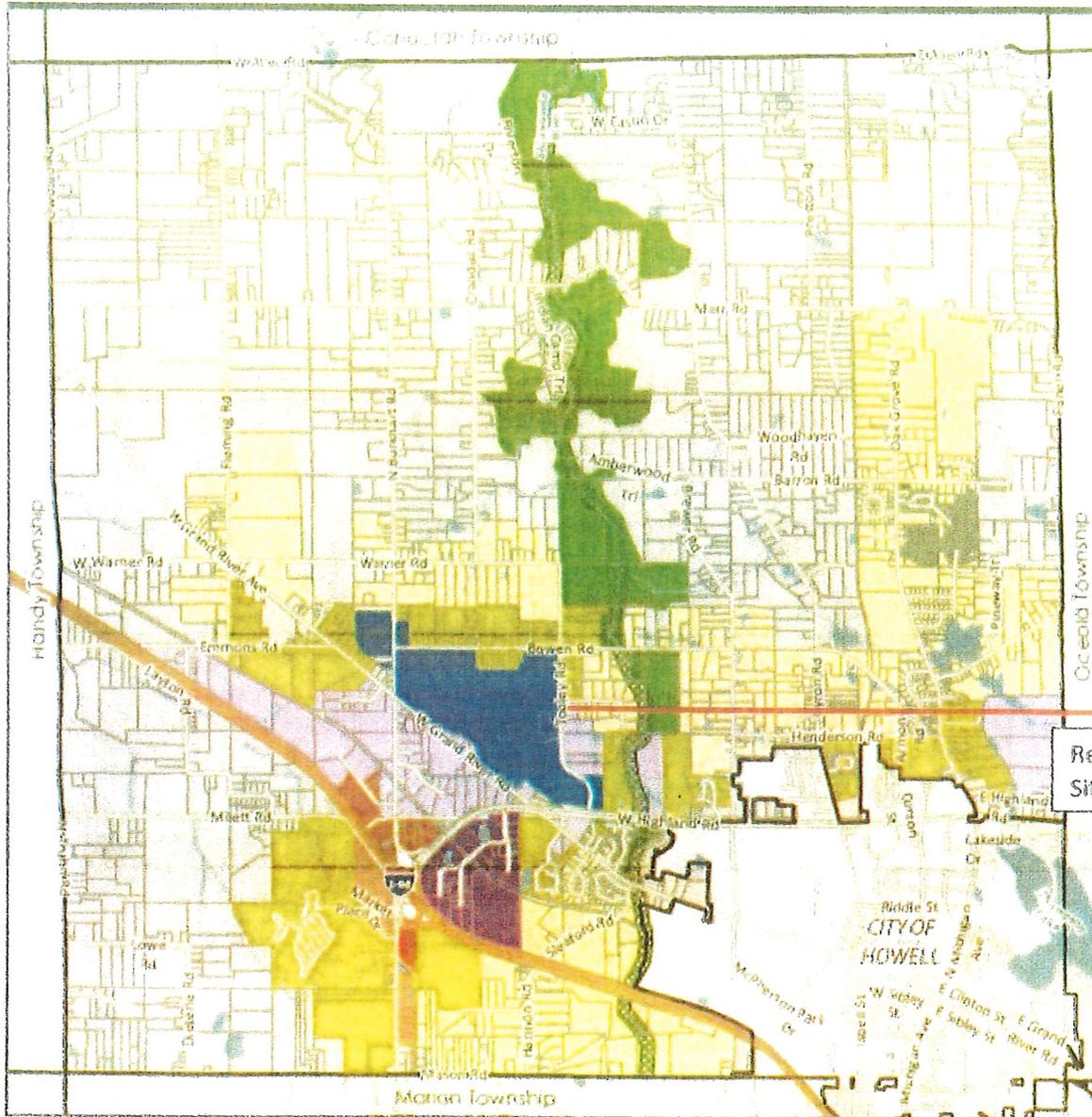
6—RSC Regional Service Commercial District

7—Livingston County Department of Planning

8—County Planning Minutes



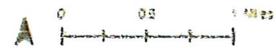
TOWNSHIP FUTURE LAND USE MAP

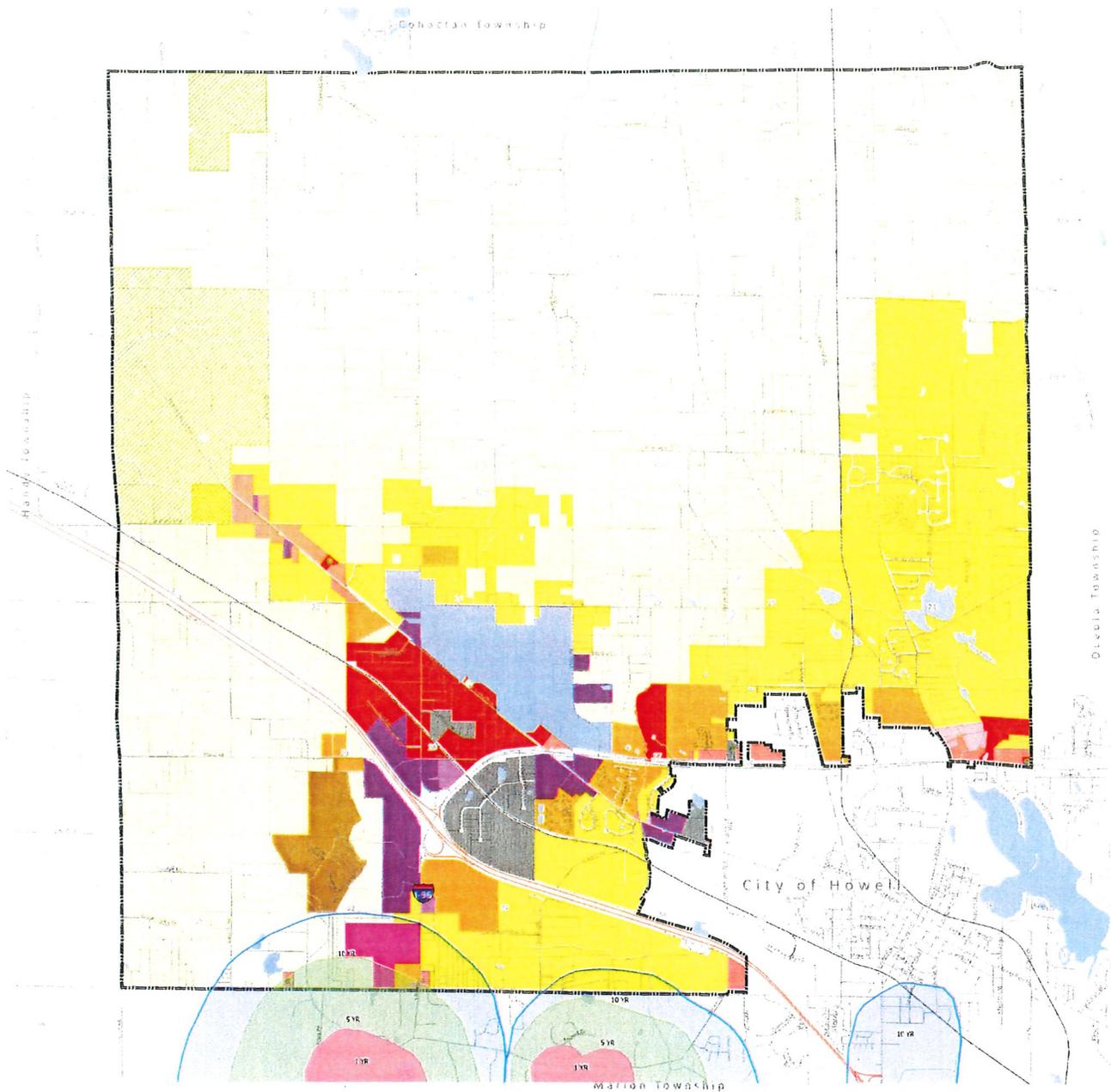


- Agricultural Preservation
- Airport
- Commercial - Local
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- Commercial - Highway
- Residential - Low Density
- Residential - Medium Density
- Industrial Flex
- Industrial
- Recreation and Preservation
- Shiawassee River 200 foot Overlay

Future Land Use

Howell Township
Livingston County, Michigan





Zoning Designation			
Centric Zoning	OS - Office Service	RT - Research & Technology	Renewable Energy Overlay District
FUD - Planned Unit Development	NSC - Neighborhood Service Commercial	Wellhead Protection Areas	1 YR
AR - Agricultural Residential	HSC - Highway Service Commercial	5 YR	10 YR
SFR - Single Family Residential	RSC - Regional Service Commercial		
MFR - Multiple Family Residential	IFZ - Industrial Flex Zone		
MHD - Manufactured Housing District	I - Industrial		

CERTIFICATION

This is to certify that this is the official Zoning Map referred to in the Zoning Ordinance of Howell Township, Livingston, Michigan.

Township Supervisor *Mike Cady*

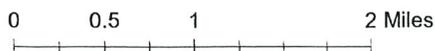
Date: 12-18-25

Township Clerk *Janet Davis*

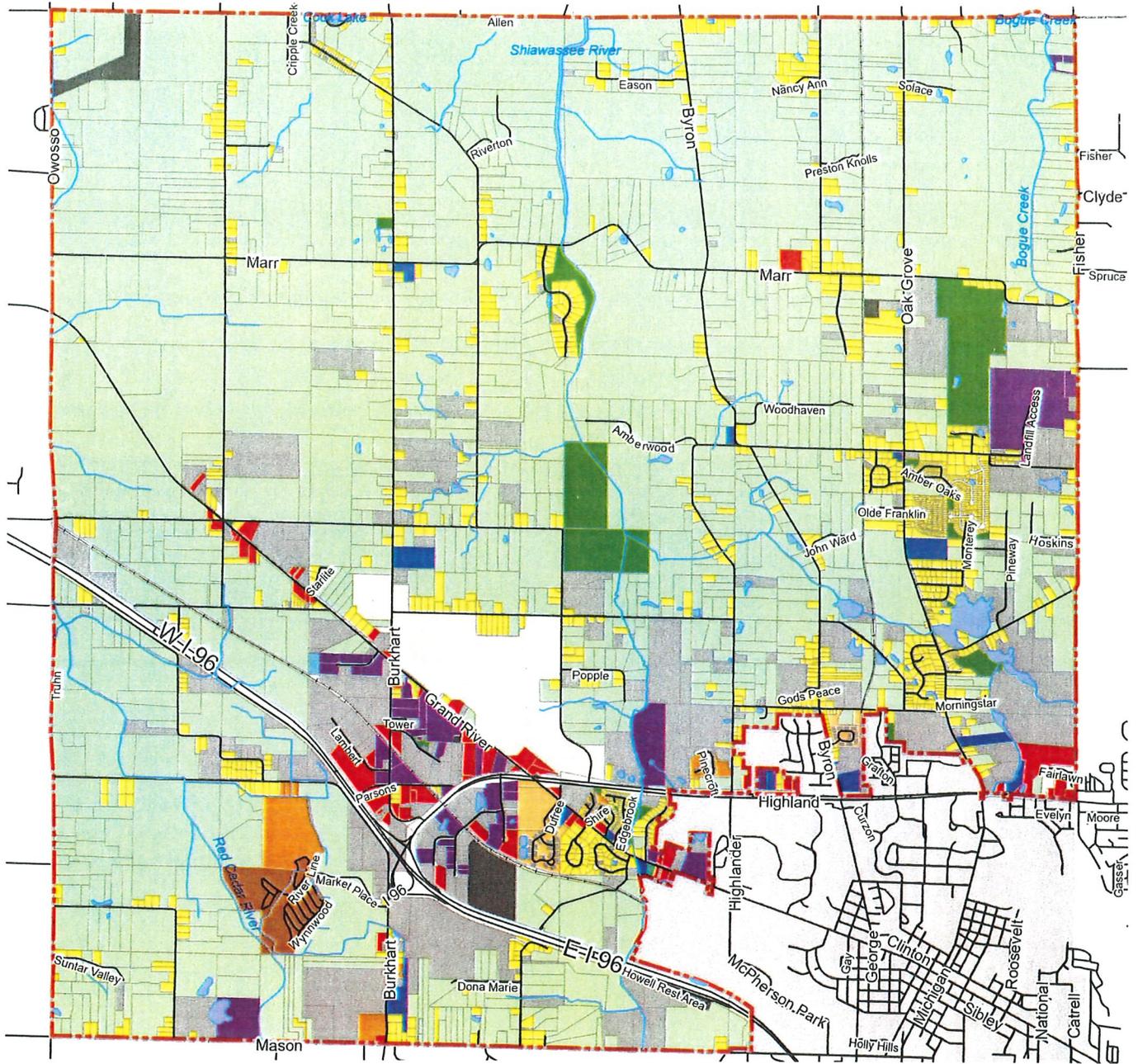
Date: 12-18-25

ZONING DISTRICTS MAP

Howell Township
Livingston County



MAP 1: EXISTING LAND USE



Existing Land Use

Howell Township
Livingston County, Michigan

- | | |
|------------------------------------|---|
| ++ Railroad | Commercial |
| — Roads | Industrial / Extractive |
| ⬠ Township Boundary | Institutional / Medical |
| ⬢ Agricultural / Rural Residential | Recreation / Open Space |
| ⬢ Single-Family Housing | Vacant |
| ⬢ Attached Condo Housing | Transportation / Communications / Utilities |
| ⬢ Multi-Family Housing | Airport |
| ⬢ Mobile Home | Water |
| ⬢ Mixed Use | |



ARTICLE XII IF INDUSTRIAL FLEX ZONE

Section 12.01 PURPOSE AND INTENT

The purpose of the Industrial Flex Zone Classification is to provide flexibility for land uses while being more prescriptive regarding design and quality of development. Many industrial or large format commercial uses could be compatible, because such uses often have the same or similar building and spatial requirements such as floor area and building height. The design requirements of this district are intended to allow for the mixing of certain industrial and commercial uses, and promote the reuse of buildings and sites for multiple such uses. The flexibility of this district is intended to foster economic development, create employment opportunities, and increase the tax base by promoting the development, redevelopment, or continued use of land adjacent to existing industrial and commercially developed property.

It is also the intent of the Industrial Flex Zone to allow development of property that eliminates blighted properties, ensures safe and complementary vehicular and pedestrian circulation patterns, improves environmental quality and remediates degraded properties, while also providing an attractive transition between residential and non-residential properties.

(Ord. No. 1 eff. Jan. 8, 1983; amend. by Ord. No. 8 eff. Dec. 7, 1983; further amend. by Ord. No. 11 eff. Apr. 4, 1986; amend. by Ord. No. 285, eff. January 4, 2021)

Section 12.02 PERMITTED PRINCIPAL USES

The following uses are permitted within the Industrial Flex Zone District.

- A. General office buildings, public or private.
- B. Educational and training facilities.
- C. Facilities for experimental product development, business and scientific research, and testing laboratories.
- D. Photography, art and graphic art studios.
- E. Sale or leasing of new motorized passenger vehicles including cars, and trucks. Outdoor sales/display lots in connection with such use shall not require a special use permit for an open air businesses. (Subject to Section 16.22)
- F. Sale or leasing of used motorized passenger vehicles in conjunction with a new car dealership.
- G. Warehouses and distribution centers.
- H. Warehousing, wholesaling, refrigerated, and general storage conducted completely within a building, or structure.
- I. Mini-warehousing, when conducted completely within a building, or structure.
- J. Retail sales and wholesale of parts equipment, and supplies for: plumbing, electrical, building and construction, furnace and air conditions, home appliances, outdoor and indoor recreation, gardening and landscaping.

- K. Service establishments, either as completely separate units or as an integral part of any of the principal uses permitted in 1. above. Public and private office buildings.
- L. Construction of light structures and equipment and materials storage yards for building and other types of construction such that any area used for outdoor storage is completely enclosed and screened from external visibility beyond such storage area.
- M. Woodworking or furniture making shops.
- N. Tool and die machine shops, light assembly, injection molding.
- O. Any manufacturing plants and uses having performance characteristics similar to those listed in this district that conform with the performance standards in Section 14.45.

(Ord. No. 1 eff. Jan. 8, 1983; amend. by Ord. No. 11 eff. Apr. 4, 1986; further amend. by Ord. No. 76 eff. Sept. 30, 1998; further amend. by Ord. No. 107, eff. May 24, 2000; further amend. By Ord. No. 152 eff. Mar. 23, 2003; amend. by Ord. No. 285, eff. January 4, 2021)

Section 12.03 PERMITTED PRINCIPAL SPECIAL USES WITH CONDITIONS.

The following uses are permitted as **special uses** in accordance with **Article XVI, "Special Uses"**:

- A. Indoor recreation facilities (subject to Section 16.18).
- B. Outdoor recreation facilities (subject to Section 16.18).
- C. Water Parks if completely enclosed with fences, walls or berms with controlled entrances and exits.
- D. Commercial Kennels (subject to Section 14.42).
- E. Veterinary clinics and animal hospitals.
- F. Storage of recreational vehicles.
- G. Open Air Business as a Principal Use. (Subject to Section 16.22)
- H. The following uses are permitted as long as they are conducted completely within a building, structure or an area enclosed and screened from beyond the lot lines of the parcel:
 1. Electrical machinery, equipment and supplies, electronic components and accessories.
 2. Professional, scientific and controlling instruments, photography and optical goods.
 3. Fabricating metal products, except heavy machinery and transportation equipment.

- J. Certain plastic material processing, molding and extrusion.
- K. Vehicle repair facilities for automobiles, trucks, buses, and trailers (subject to section 16.20).
- L. Towing facilities (subject to Section 16.21).
- M. Propane Storage/Distribution.
- N. Sales leasing or rental of used motorized vehicles not in conjunction with a new car dealership.

(Ord. No. 1 eff. Jan. 8, 1983; amend. by Ord. No. 8 eff. Dec. 7, 1983, further amend. by Ord. No. 11 eff. Apr. 4, 1986; Ord. No. 61 eff. Oct. 8, 1997; Ord. No. 62 eff. Oct. 8, 1997, further amend. by Ord. 107 eff. May 24, 2000, further amended by Ord. 110 eff. July 23, 2000, further amended by Ord. 113 eff. August 30, 2000, further amend. by Ord. 271 eff. Oct. 3, 2017; amend. by Ord. No. 285, eff. January 4, 2021)

Section 12.04 PERMITTED ACCESSORY USES.

- A. All normal accessory uses to all "Permitted Principal Uses" and "Permitted Principal Special Uses" including:
 1. Restaurants.
 2. Cafeterias.
 3. Medical and health care facilities.
 4. Office facilities.
 5. Warehouse and storage facilities.
 6. Physical fitness facilities.
 7. Work clothing sales and service facilities.
 8. Banking facilities.
 9. Education, library and training facilities.
 10. Research and experimentation facilities.
 11. Truck or other vehicular and equipment service maintenance, repair and storage facilities conducted completely within a building, or structure.
 12. Indoor sales display areas.

Section 12.05 PERMITTED ACCESSORY USES WITH CONDITIONS.

A. All permitted accessory uses shall be subject to Section

12.05.02. The following conditions shall apply to all permitted accessory uses:

- a. The additional containers do not adversely impact adjacent properties or the character of the district.
 - b. The primary use of the parcel is an industrial, warehousing, distribution, or a use of a similar manner where additional on-site storage is demonstrably necessary to support principal operations.
 - c. Containers will not occupy any required parking spaces.
 - d. All containers are appropriately screened and do not obstruct access or circulation.
- 2) Any site containing more than five (5) cargo containers shall ensure that all containers are of a similar, neutral color such as beige, gray, brown, tan, or muted green.
- 3) Cargo containers may be permitted in the absence of a principal building when the primary use of the lot is outdoor storage or other use where the storage function is integral to the principal use.
- 4) Cargo containers being used to store or ship goods or building materials associated with a shipping facility shall not be subject to limitations on the number of containers permitted.

Section 12.06 REQUIRED CONDITIONS OF ALL DISTRICT USES.

- A. All lots are permitted one (1) driveway unless the Planning Commission determines that any additional drives are necessary in promoting the efficient and safe use of the site due to size, layout, general circulation, or the need to separate drives for truck, or heavy equipment operations from general traffic (see subsection 3 below). The applicant shall provide all information deemed necessary to justify the necessity of any additional driveways.
- B. Sites must be designed with sidewalks along building frontages where entrances are located. Such sidewalks should provide for safe and convenient access from parking lots and must connect to adjacent public or private roadways. Where sidewalks cross parking areas and drives the sidewalk material must be carried through. Color changes to highlight the crossing may be appropriate.
- C. Parking lots should be designed to accommodate general vehicular and pedestrian traffic as well as employees and commercial traffic. Where heavy equipment and large trucks may be present, sites must be designed to separate such traffic from the general public. Parking areas for customers and employees must be separated physically and visually from loading areas.
- D. All toxic wastes shall be disposed of in accordance with all state laws, rules and regulations governing their disposal.

- E. The developer of any permitted use or special use within the IF district must demonstrate that such use will not produce any noise, air, fumes, glare, or odors beyond the property boundaries. The Planning Commission may request additional studies to demonstrate compliance with the requirement.

(Ord. No. 1 eff. Jan. 8, 1983; amend. by Ord. No. 74 eff. Sept. 30, 1998; further amended by Ord. No. 97 eff. August 30, 2000; further amended by Ord. No. 209 eff. June 28, 2007; amend. by Ord. No. 235, eff. January 4, 2021)

Section 12.07 DIMENSIONAL REQUIREMENTS, EXCEPT AS OTHERWISE SPECIFIED IN THIS ORDINANCE.

- A. Lot Area: A minimum of two (2) acres or 40,000 square feet for sites with direct access to water, wastewater, and sewer systems on site.
- B. Lot Width: Minimum of 200 feet at the required minimum building setback line when on-site well water supply and septic tank and field wastewater disposal systems are used or a minimum of 120 feet at the required minimum building setback line when public sewer and water systems are available and connections made to the lot or parcel.
- C. Lot Coverage: Maximum of 75%.
- D. Yard and Setback Requirements:
- Front yard: Minimum of 35 feet (from the road right of way)
 - Side yards: Minimum of ten (10) feet
Minimum total of both sides: 25 feet
 - Rear yard: Minimum of ten (10) feet, but minimum of fifty (50) feet when abutting AR, SFR, MFR property lines.
- E. Height Limitations: Maximum of seventy (70) feet unless reduced by the maximum permitted by the Livingston County Airport Zoning Ordinance.
- F. Locational Requirements: Any storage of materials outside of the permitted structure must be proposed and approved by the Planning Commission and be screened from public view and adjacent properties by a wall or fence of no greater than 12 feet in height unless stated otherwise in the Ordinance.

(Ord. No. 1 eff. Jan. 8, 1983; amend. Ord. No. 75 eff. Sept. 30, 1998; further amend. Ord. No. 97 eff. Feb. 23, 2000; Ord. No. 98 eff. Feb. 23, 2000; further amend. Ord. 113 eff. August 30, 2000; further amend. Ord. No. 119 eff. Dec. 27, 2000; amend. by Ord. No. 285, eff. January 4, 2021)

**ARTICLE IV
AR AGRICULTURAL - RESIDENTIAL DISTRICT**

Section 4.01 PURPOSE

The purpose of this **district** is to provide for the compatible arrangement and development of **parcels** of land for conventional **residential building** purposes in a pastoral, agricultural, woodland or open land **areas**, that will remain unserved by public water distribution and waste water disposal systems in the foreseeable future and that is more suitable for **residential** purposes and which can accommodate healthful on-site water supply and wastewater disposal, but which reserves and conserves that land which is most adaptable for present and future agricultural, woodland, natural resource and other extensive **land use**.

(Ord. No. 1 eff. Jan. 8, 1983; amend. by Ord. No. 11 eff. Apr. 4, 1986)

Section 4.02 PERMITTED PRINCIPAL USES

A. General **agriculture** in accordance with PA 93 of 1981, The Right to Farm Act, including general **farming, farming** for crops, dairy and beef cattle, sheep, horses and similar kinds of domestic animals, including the following:

- 1) Tree Fruit Production
- 2) Small Fruit Production
- 3) Field Crop Production
- 4) Forage and Sod Production
- 5) Livestock and Poultry Production
- 6) Fiber Crop Production
- 7) Apiary Production
- 8) Maple Syrup Production
- 9) Mushroom Production
- 10) Fur Bearer Production
- 11) Greenhouse Production
- 12) Silviculture

B. **State Licensed Day Care Facilities.**

ARTICLE IV

- 1) Child **Family** Day Care Homes (six (6) or fewer minor children).
 - 2) Adult **Family** Day Care Homes (six (6) or fewer adults).
- C. **State Licensed Foster Care Facilities.**
- 1) **Adult Foster Care Family Home**, excluding an adult **foster care** facility licensed by a state agency for the care and treatment of persons released from or assigned to adult correctional **institutions** (six (6) or fewer adults).
 - 2) Child **Foster Care Family Homes** (four (4) or fewer minor children).
 - 3) Child **Foster Family Group Homes** (five (5) or six (6) minor children).
- D. Agricultural **buildings** necessary to and functionally related on-site agricultural **land uses**.
- E. Single **family farm**-related or non-**farm conventional dwelling** on a minimum one (1) acre **parcel**.
- F. Public and private developments designed for the purpose of conserving natural resources including woodlands, watersheds, surface water, soil, wildlife and underground natural resources including ground water, minerals, oil and gas or any other natural resource important to the present and future local, regional or national economy.
- G. The growing, harvesting and sale of nursery stock, plants, trees, and shrubs and any equipment, improvements and **structures** that are necessary to and designed to be functionally a part of such a **land use**.
- H. The growing, stripping and sale of sod and any equipment improvements and **structures** that are necessary to and designed to be functionally a part of such a **land use**, providing that any **area** stripped of sod shall be seeded by the fall season in which it was stripped, so as to prevent possible wind and water eroding the otherwise exposed soil.
- I. **Churches.** (Group Day Care Facilities which are affiliated with the **church** on the same site may be permitted after special **land use** approval - See Sections 4.03 and 16.17)
- J. Stables for breeding, rearing, and housing horses and similar animals, subject to the Michigan Right to Farm Act, Public Act No. 93 of 1981 (MCL 286.471).

(Ord. No. 1 eff. Jan. 8, 1983; amend. by Ord. no. 8 eff. Dec. 7, 1983; Ord. No. 62 eff. Oct. 8, 1997; Ord. No. 97 eff. Feb. 23, 2000; amend by Ord. No. 254 eff. 2/10/2013.)

Section 4.03 PERMITTED PRINCIPAL SPECIAL USES WITH CONDITIONS

- A. Confined animal feedlots and similar concentrated feeding **areas**, **buildings** and **structures**.
- 1) A minimum lot of forty (40) acres.
 - 2) A minimum distance of seven hundred and fifty (750) feet shall be required from any **residential use**.

B. Removed.

C. Airports and airplane landing fields.

- 1) These regulations shall not apply for private air strips which are used only by the owner or lessee of the premise for the maintenance and flight of his/her aircraft.
- 2) Plans shall be approved by the Federal Aviation Agency and the Michigan Department of Aeronautics prior to submittal to the Township for review and approval.
- 3) The parcel shall be located so as to abut a major thoroughfare and to provide public access and egress to and from said lot from said thoroughfare.

D. Campgrounds and day camps.

- 1) Minimum lot size shall be forty (40) acres. The lot shall provide direct vehicular access to a public street or road. The term lot shall mean a campground or travel trailer park.
- 2) Each site on a lot designated for camping use may accommodate a travel trailer or tent, and shall be provided with individual electrical outlets.
- 3) Public stations, housed in all-weather structures containing adequate water outlet, toilet, waste container and shower facilities, shall be provided uniformly throughout the lot at a ratio of not less than one (1) such station per each twenty (20) sites.
- 4) Each campground and day camp containing more than sixty (60) sites shall provide a masonry building containing machine laundry (wash and dry) facilities.
- 5) No commercial enterprises shall be permitted to operate on the lot, except that a convenience goods shopping building may be provided on a lot containing more than eighty (80) sites.
- 6) Each lot shall provide a hard surfaced vehicle parking area for site occupant and guest parking. Such parking area shall be located within four hundred (400) feet of the site it is intended to serve (except in the case of sites specifically designated only for tent camping). Each parking space shall be two hundred (200) square feet in area and guest parking shall be provided at a ratio of not less than one (1) space per each two (2) sites. Occupant parking space for two (2) vehicles shall be provided on each site.
- 7) Each site shall contain a minimum of fifteen hundred (1500) square feet. Each site shall be set back from any right-of-way or property line at least seventy-five (75) feet, and from any private street at least forty (40) feet.
- 8) A common use area shall be provided on each lot at a ratio of not less than one thousand (1000) square feet of such area per each site. This common area shall be developed by seeding, landscaping, picnic tables, barbeque stands and passive recreation equipment (i.e., swings, horseshoe pits, shuffleboard courts and the like) for the general use of all occupants of the entire lot.
- 9) Each travel trailer site shall have direct access to a hard-surfaced roadway of at least twenty-four (24) feet in width for two-way traffic and twelve (12) feet in width for one-way traffic. Parking shall not be allowed on any roadway. Public roads shall be paved

ARTICLE IV

with asphalt or concrete. Sites specifically designated for, and only used for, tent camping need not have direct vehicular access to any street or road, but shall be provided with adequately cleared and marked pedestrian pathway access which originates at a point on a street or road within two hundred (200) feet of the parking area mentioned in paragraph six (6). Access to the parcel or development shall be a hard-surfaced major thoroughfare.

10) Any open drainage ways must have seeded banks sloped at least 3:1 and designed to properly drain all surface waters into the county drain systems subject to approval by the Drain Commissioner of Livingston County.

11) The development of the entire lot is subject to all applicable requirements of the Department of Environmental Quality.

12) A minimum distance of fifteen (15) feet shall be provided among all travel trailers and tents.

13) Fences and green belts may be required by the Planning Commission. The location of common use areas, roadways, streets, and buildings shall be subject to approval by the Planning Commission.

14) Maximum lot density of not more than twelve (12) lots per acre (including roads and other common areas) shall be required.

E. Public and private cemeteries.

1) All cemeteries shall be developed on sites of at least forty (40) acres.

2) Refer to Ordinance No. 68 Cemetery Ordinance for additional regulations.

F. Agribusiness.

1) All agricultural industrial and commercial uses shall be located and developed on sites of at least forty (40) acres, and shall have a direct relationship to the existing types of permitted agricultural uses.

G. State Licensed Day Care Facilities.

1) Adult Group Day Care Homes (seven (7) to twelve (12) adults.)

2) Child Group Day Care Homes (seven (7) to twelve (12) minor children).

(Amend. Ord. No. 119 eff. Dec. 27, 2000, Amend. Ord. No. 160 eff. June 20, 2003 Amend. Ord. No. 220 eff. Feb. 13, 2009; Amend. Ord. No 254, eff. Feb. 10, 2013.)

H. Home Business.

In those AR - Agricultural Residential areas of the Township which have direct access to Grand River Avenue, it is anticipated that Grand River Avenue will eventually be devoted primarily to commercial types of uses but also be subject to the existence of single-family dwellings on parcels of property with sufficient size to accommodate a residence and a business that is operated by the owner of the single-family dwelling. It is the intent of this section to allow and provide for the gradual change in uses along Grand River Avenue from low density residential to high density residential or commercial and allow for certain home businesses. A home business shall be considered as a technical, personal or professional service, or other type of commercial enterprise as permitted un-

ARTICLE IV

der Section 9.02 (A or C) which business either takes place in a home or one of its accessory structures which is operated and carried on by the inhabitants thereof or with no more than one non-family employee which use is generally, but not necessarily, secondary to the use of the dwelling for dwelling purposes. Such use shall not significantly change the character of the properties adjacent to the subject parcel and it shall not endanger the health, safety, or welfare of any other persons residing in that area by reason of noise, obnoxious odors, unsanitary or unsightly conditions, fire hazards, and the like, involved in or resulting from such home business. Such home business shall be further subject to the requirements of Article XVI, "Special Uses", of this zoning ordinance and shall also be subject to the following conditions:

- 1) There shall be no outside display or storage of goods or materials.
 - 2) The home business shall involve no more than one non-family employee or other employee who is not an inhabitant of the dwelling on the premises.
 - 3) Uses related to the repair of motor vehicles and/or heavy equipment shall be specifically excluded.
 - 4) The home business shall be entitled to a small announcement sign which shall not exceed four (4) square feet in area.
- I. Church affiliated group day care facilities.

Replaced by Section 16.17.

J. Agribusinesses.

- 1) An agribusiness shall be buildings, structures, lots, parcels or parts thereof which provide services, goods, storage, transportation or other activities directly related to the production of agricultural commodities. An agribusiness may include, but is not limited to:
 - a) Farm machinery, sales, service, rental and repair.
 - b) Bulk feed and fertilizer outlets and distribution centers.
 - c) Seed dealership outlets and distribution centers.
 - d) Truck and cartage facilities.
- 2) Agribusiness uses are permitted in the AR Zoning District on lots and parcels having frontages on Grand River or Burkhart Road.
- 3) Minimum lot or parcel area shall be five (5) acres and a minimum road frontage shall be 330 feet.
- 4) These uses shall meet all other requirements of the AR District.

K. Prohibited Principal Uses.

- 1) Slaughter houses and commercial processing.

ARTICLE IV

(Ord. No. 1 eff. Jan. 8, 1983; amend. by Ord. No. 10 eff. May 3, 1984, further amend. by Ord. No. 11 eff. Apr. 4, 1986; Ord. No. 46 eff. Nov. 4, 1993; Ord. No. 52 eff. May 3, 1995; Ord. No. 62 eff. Oct. 8, 1997; amend. by Ord. No. 254 eff. Feb. 10, 2013; amend. by Ord. 271 eff. Oct. 3, 2017)

SECTION 4.04 PERMITTED ACCESSORY USES.

- A. Buildings and structures customarily incidental to the operation of an agricultural enterprise.
- B. Accessory buildings and structures customarily incidental to single family residential.
- C. Signs related to the permitted agricultural enterprise, provided that all such signs shall conform to the requirements of this Ordinance.
- D. House Hold Pets.
- E. Cargo Containers, as an accessory structure, subject to Section 14.07.

(Ord. No. 1 eff. Jan. 8, 1983; Amend. by Ord. 271 eff. Oct. 3, 2017)

SECTION 4.05 PERMITTED ACCESSORY USES WITH CONDITIONS.

A. Roadside Stands.

In agricultural districts each farm may have one (1) temporary roadside stand for the purpose of selling produce raised or produced on that farm in the course of its permitted agricultural activity. The stand shall be located and constructed to meet the following requirements:

- 1) The structure shall not be more than one (1) story in height.
- 2) The floor area shall not exceed 400 square feet for farms having forty (40) acres or less in area, and farms in excess of forty (40) acres may increase the floor area at the rate of 100 square feet for each additional ten (10) acres of area.
- 3) The stand shall be located no closer than forty (40) feet from the nearest highway pavement or other traveled surface. In no case, shall the stand occupy any part of the right-of-way.

B. Mobile homes and trailer homes.

Trailer coaches or mobile homes may be permitted as accessory dwellings to a permanent dwelling under the following circumstances:

- 1) The parcel of land shall be used for agricultural production, and shall not be less than eighty (80) acres in area.
- 2) The occupants of a said trailer shall qualify by being either:

- a) in direct family relationship to the principal dwelling, or
 - b) a bona fide employee of the occupant of the principal dwelling, and engaged in an agricultural occupation on the premises.
- 3) The permit for such use shall terminate at such time as any of the above conditions shall cease to be met. In any case, the permit must be renewed each year, on the anniversary of its initial issue.
- 4) All mobile homes and travel trailers shall be located within the appropriate setback lines, and, in no case, shall be located in the front yard of the principal dwelling.
- C. The rearing and housing of horses, mules and similar domestic animals.
- 1) The rearing and housing of horses, mules, and similar domestic animals for noncommercial purposes shall be subject to the Michigan Right to Farm Act, Public Act No. 93 of 1981 (MCL 286.471).
- D. Rural Kennels subject to Section 14.44.
- E. Interior or Attached Accessory Dwelling Units subject to requirements listed in Section 14.10 Accessory Building as Dwelling.

(Ord. No. 1 eff. Jan. 8, 1983; Ord. No. 46 eff. Nov. 4, 1993; Ord. No. 97 eff. Feb. 23, 2000; further amend Ord. No. 125 eff. March 25, 2001, amend Ord. No. 160 eff. June 20, 2003, amend Ord. No. 254 eff. Feb. 2013; Amend. by Ord. 271 eff. Oct. 3, 2017)

SECTION 4.06 DIMENSIONAL REGULATIONS.

- A. Lot area. A non-farm single family residential parcel or lot shall have a minimum of one (1) acre in area, provided the parcel or lot contains a developable area or areas adequate to locate and space all buildings and structures proposed and required to be constructed on it.
- B. Lot width. Minimum of 150 feet at the building setback line.
- C. Lot coverage. Maximum of twenty (20) percent.
- D. First floor area. The minimum first floor area of a one (1) story dwelling is 900 square feet, and for a two (2) story dwelling is 600 square feet and minimum total of 900 square feet for both stories.
- E. Yard and setback requirements.
- 1) Front Yard. Minimum of fifty (50) feet from the road right-of-way line or as specified in Section 26.05, whichever is greater.
 - 2) Side Yard. Minimum of twenty (20) feet for each side yard.
 - 3) Rear Yard. Minimum of fifty (50) feet.

ARTICLE IV

F. Height limitations. Maximum of 2.5 stories or forty-five (45) feet, except on all non-agricultural parcels, accessory buildings and structures shall not exceed twenty-five (25) feet.

(Ord. No. 1 eff. Jan. 8, 1983; amend. Ord. No. 8 eff. Dec. 7, 1983; further amend. Ord. No. 119 eff. Dec. 27, 2000, further amend. Ord. No. 217 eff. May 1, 2009)

**ARTICLE X
RSC REGIONAL SERVICE COMMERCIAL DISTRICT**

Section 10.01 PURPOSE

This District is to recognize the unique regional location existing in Howell Township around the combination of I-96, M-59 and Grand River Road and therefore plan the surrounding adjacent area in part for regionally accessible commercial developments.

(Ord. No. 1 eff. Jan. 8, 1983)

Section 10.02 PERMITTED PRINCIPAL USES.

The following uses are permitted as long as the use is conducted completely within an enclosed principal building and enclosed accessory structures and areas having controlled entrances and exits with the exits having operating cashier stations where the payment of goods or services purchased can be paid by customers:

- A. Retail establishments, including supermarkets, department stores, home appliance stores, hardware stores, home improvement stores and other similar types of retail outlets that sell food items, hardware goods, drugs and sundries, home improvement items, gifts, dry goods, clothing and dressmaking equipment and supplies, notions, home appliances, wearing apparel, shoes and boots, automotive equipment, parts and supplies, photographic equipment and supplies, electrical equipment and supplies, office equipment and supplies, home interior decorating equipment and supplies, art equipment and supplies, furniture, antiques, showrooms with interior and/or exterior exposure, home garden equipment and supplies, candy and confections, alcoholic and non-alcoholic beverages, toys and games, electronic equipment and supplies, musical instruments and supplies, outdoor and indoor recreation equipment and supplies, pets and pet equipment and supplies, building and construction equipment and supplies, medical and dental equipment and supplies, graphic arts equipment and supplies, computer and data processing equipment and supplies, leasing, rental, and sale of new and used motorized vehicles including but not limited to cars, trucks, recreational vehicles, and motorcycles, and other uses of a similar character that are normally an integral part of a regional shopping center.
- B. Service establishments, either as completely separate units or as an integral part of any of the principal uses permitted in A. above, and additionally including service outlets for insurance, real estate, medical and dental clinics, veterinary clinics and hospitals, nursing and convalescent homes, theatres, assembly and concert halls, indoor recreation facilities (subject to Section 16.18), clubs, fraternal organizations and lodge halls, restaurants, private and business schools, churches, public and private office buildings, motels and hotels, and uses of a similar character that are normally an integral part of a regional shopping center.
- C. Mini Warehouses.

(Ord. No. 1 eff. Jan. 8, 1983; amend. by Ord. No. 11 eff. Apr. 4, 1986, further amend. by Ord. No. 107 eff. May 24, 2000; Ord. No 200 eff. December 11, 2006; amend. by Ord. No. 285, eff. January 4, 2021)

Section 10.03 PERMITTED PRINCIPAL SPECIAL USES WITH CONDITIONS.

- A. Automotive gasoline and service stations in accordance with the provisions of Article XVI, "Special Uses" for this use. See Section 16.11.

ARTICLE X

- B. Drive-in retail and service establishments in accordance with the provisions of [Article XVI](#), "Special Uses" for this [use](#).
- C. Regional shopping centers in accordance with the provisions of [Article XVI](#), "Special Uses" for a collective grouping of two (2) or more of the uses permitted in this [district](#).
- D. [Commercial Kennels](#) subject to Section 14.42.

(Ord. No. 1 eff. Jan. 8, 1983; Ord. No. 61 eff. Oct. 8, 1997; Ord. No. 62 eff. Oct. 8, 1997, further amend. by Ord. No. 107 eff. May 24, 2000; further amend. by Ord. 271 eff. Oct. 3, 2017)

Section 10.04 PERMITTED ACCESSORY USES.

- A. Normal [accessory uses](#) to all "Permitted Principal Uses."
- B. Normal [accessory uses](#) to all "Permitted Principal [Special Uses](#)." See Section [14.34](#).

(Ord. No. 1 eff. Jan. 8, 1983)

Section 10.05 PERMITTED ACCESSORY USES WITH CONDITIONS.

- A. Cargo Containers, as an accessory structure, subject to Section 14.07.1
 - 1) No more than one cargo container is permitted per acre, with a maximum of two (2) containers per parcel.

Section 10.06 DIMENSIONAL REQUIREMENTS, EXCEPT AS OTHERWISE SPECIFIED IN THIS ORDINANCE.

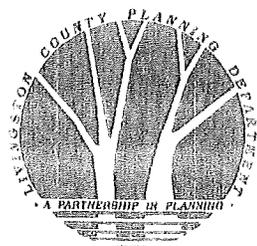
- A. [Lot area](#). Minimum of two (2) acres, except where a lot or [parcel](#) is served by a public or common water supply system and a public wastewater sewer and treatment system, in which [use](#) the lot or [parcel](#) may have a minimum [area](#) of 40,000 square feet. Regional Shopping Centers shall meet the requirements of [Article XVI](#), "Special Uses" for a collective grouping of two (2) or more of the uses permitted in this [District](#).
- B. [Lot width](#). Minimum of 200 feet at [building setback line](#) when on-site well water supply and septic tank wastewater disposal systems are used or a minimum of 120 feet at [building setback line](#) when public or approved on-site common water supply and wastewater sewer and treatment systems are directly accessible to the lot or [parcel](#).
- C. [Lot coverage](#). Maximum of 75%.
- D. [Yard](#) and setback requirements.
 - 1) [Front yard](#). Minimum of thirty-five (35) feet from the [road](#) or [highway right-of-way](#) line, or as specified in Section [26.05](#), whichever is greater.
 - 2) [Side yards](#). Minimum of ten (10) feet for one (1) side [yard](#), but a minimum total of twenty-five (25) feet for both side yards.

ARTICLE X

- 3) Rear yard. Minimum of fifty (50) feet.
- E. Height limitations. Maximum of seventy (70) feet.
- F. Locational and other requirements.
 - 1) The site shall have at least one (1) property line abutting a major road or highway arterial.
 - 2) All vehicular access shall be from a Livingston County Road Commission or Michigan Department of Transportation approved driveway intersection with a road or highway, which may include the use of acceleration and/or deceleration lanes, tapered lanes, or a frontage access road located parallel and adjacent to a major road or highway arterial in conformance with Section 26.04.
 - 3) The storage of goods or materials is not permitted outside of the principal structure.

(Ord. No. 1 eff. Jan. 8, 1983; amend. Ord. No. 75 eff. Sept. 30, 1998; further amend. Ord. No. 97 eff. Feb. 23, 2000; Ord. No. 98 eff. Feb. 23, 2000; further amend Ord. No. 119 eff. Dec. 27, 2000; Ord. No. 200 eff. Dec. 11, 2006)

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Livingston County Department of Planning

December 18, 2025

Howell Township Board of Trustees
c/o Sue Daus, Clerk
3525 Byron Road
Howell, MI 48855

Scott Barb
AICP, PEM
Director

Re: Planning Commission Review of Rezoning Z-40-25 and Z-41-25

Robert A. Stanford
AICP, PEM
Principal Planner

Dear Board Members:

Martha Haglund
AICP
Principal Planner

The Livingston County Planning Commission met on Wednesday, December 17, 2025, and reviewed the rezoning requests detailed above. The County Planning Commissioners made the following recommendations:

- Z-40-25** **Approval.** The proposed rezoning from RSC (Regional Service Commercial) to IFZ (Industrial Flex Zone) is consistent with the overall goals and objectives of the 2022 Howell Township Master Plan and the Livingston County Master Plan. Future development of the parcel should include mitigation efforts to protect the nearby residential land uses.
- Z-41-25** **Approval.** The proposed rezoning from AR (Agricultural Residential) to IFZ (Industrial Flex Zone) is consistent with the overall goals and objectives of the 2022 Howell Township Master Plan and the Livingston County Master Plan. Howell Township should mitigate any land use conflicts between the proposed rezoning and the nearby residential land uses through development regulations found in the Township Zoning Ordinance.

Copies of the staff review and Livingston County Planning Commission meeting minutes are enclosed. Please do not hesitate to contact our office should you have any questions regarding county action.

Department Information

Administration Building
304 E. Grand River Avenue
Suite 206
Howell, MI 48843-2323

(517) 546-7555
Fax (517) 552-2347

Web Site
<http://www.livgov.com>

Sincerely,
Scott Barb

Scott Barb

sb

Enclosures

c: Wayne Williams, Vice Chair, Planning Commission
Jonathan Hohenstein, Township Zoning Administrator

Meeting minutes and agendas are available at:
<https://milivcounty.gov/planning/commission/>

Commission Action:

Commissioner Action: IT WAS MOVED BY COMMISSIONER BURKHOLDER TO RECOMMEND APPROVAL, SECONDED BY COMMISSIONER GALBRAITH.

Motion passed: 6-0

C. Z-40-25: HOWELL TOWNSHIP REZONING
RSC REGIONAL SERVICE COMMERCIAL TO (IFZ) INDUSTRIAL FLEX ZONE
SECTION 22.

Current Zoning: Regional Service Commercial (RSC)

Proposed Zoning: Industrial Flex Zone (IFZ)

Section: 22

Township Recommendation: Action on the proposed rezoning failed at the November 18, 2025, public hearing after a 2-2 tie, with 2 township commissioners abstaining from the vote. Comments for and against the proposed rezoning were heard at the public hearing.

Staff Recommendation: The proposed rezoning from RSC (Regional Service Commercial) to IFZ (Industrial Flex Zone) is consistent with the overall goals and objectives of the 2022 Howell Township Master Plan and the Livingston County Comprehensive Plan. Future development of the parcel should include mitigation efforts due to the nearby residential land uses.

Commissioner Discussion: Commissioner Funk asked about the township planning commission vote.

Public Comments:

Bill McCririe (applicant) spoke on behalf of the proposed rezoning.

Raymond Randall, Howell Township: An adjacent landowner, and is concerned about water management and road maintenance.

Tonya Johnson, Howell Township: An adjacent landowner, concerned about increased cost with road maintenance and increase in impervious surfaces.

Paul Johnson, Howell Township: An adjacent landowner, concerned the project will decrease property values, safety and traffic issues should be considered, also concerned with environmental pollution in the area.

Debbie Mannisto, Howell Township: An adjacent landowner, concerned about lack of transparency from applicants, past traffic issues, road maintenance, and concerned for surrounding landowners.

Matt Hall, Howell Township: An adjacent landowner, concerned about property values, he is opposed to rezoning, concerned about water management.

Charles Smith, Howell Township: Concerned about emergency services and navigation of private road in the development.

Commissioner Action: IT WAS MOVED BY COMMISSIONER BURKHOLDER TO RECOMMEND APPROVAL, SECONDED BY COMMISSIONER CALL.

Motion passed: 4-2

COMMISSIONERS FUNK AND GALBRAITH OPPOSED

D. Z-41-25: HOWELL TOWNSHIP REZONING
AR AGRICULTURAL RESIDENTIAL TO (IFZ) INDUSTRIAL FLEX ZONE
SECTION 22.

Current Zoning: Agricultural Residential (AR)
Proposed Zoning: Industrial Flex Zone (IFZ)
Section: 22

Township Recommendation: Action on the proposed rezoning failed at the November 18, 2025, public hearing after a 2-2 tie, with 2 township commissioners abstaining from the vote. Comments for and against the proposed rezoning were heard at the public hearing.

Staff Recommendation: The proposed rezoning from AR (Agricultural Residential) to IFZ (Industrial Flex Zone) is consistent with the overall goals and objectives of the 2022 Howell Township Master Plan and the Livingston County Comprehensive Plan. Howell Township should consider mitigating any potential land use conflicts of the proposed rezoning with the nearby residential land uses when development of the parcel is implemented.

Commissioner Discussion: Commissioner Funk asked about uses in the Agricultural district and Industrial Flex Zone.

Public Comments:

Mark Mastisto, Howell Township: An adjacent landowner, concerned about water management, concerned about the intended use of the property. He would prefer houses on the lot and is opposed to the rezoning.

Charles Smith, Howell Township: Had a question about the rezoning process.

Debbie Mannisto, Howell Township: An adjacent landowner, concerned about property values and transparency of the project, homeowners should be involved in rezoning process. She is opposed to the rezoning.

Ellen Swartz, Howell Township: An adjacent landowner, concerned about neighbor investment and their property values, light pollution and size of development.

Matt Hall, Howell Township: An adjacent landowner, concerned about destruction of rural neighborhood character, Does not believe this area is suited for industrial or residential buildings.

Kristen Dennison, Conway Township: Surrounding uses should be evaluated in the rezonings, concerned about neighborhood character and spot zoning, questioned the intended use.

Commissioner Action: IT WAS MOVED BY COMMISSIONER BURKHOLDER TO RECOMMEND APPROVAL, SECONDED BY COMMISSIONER CALL.

Motion passed: 4-2

COMMISSIONERS FUNK AND GALBRAITH OPPOSED

E. Z-42-25: BRIGHTON CHARTER TOWNSHIP REZONING
R-2 RESIDENTIAL SINGLE FAMILY TO (RPUD) RESIDENTIAL PLANNED UNIT
DEVELOPMENT
SECTION 12.

Current Zoning: Residential Single Family (R-2)
Proposed Zoning: Residential Planned Unit Development (RPUD)
Section: 12



Carlisle | Wortman
ASSOCIATES, INC

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

Date: November 13, 2025

**Land Use and Zoning Analysis
For
Howell Township, Michigan**



Applicant: William McCirire

Project Name: Tooley Road and Popple Lane Rezoning

Location: Parcel # 4706-22-300-042

Current Zoning: RSC – Regional Service Commercial

Action Requested: Rezoning from RSC – Regional Service Commercial to IFZ – Industrial Flex Zone

Required Information: As noted in the following review.

PETITION

The applicant is requesting a rezoning for parcel #4706-22-300-042 at the corner of Tooley Rd. and Popple Ln. The petitioner requests to rezone the approximately 7-acre site from RSC – Regional Service Commercial to IFZ – Industrial Flex Zone (shown on Figure 1).

The applicant has not offered any conditions of rezoning but offers reasons why the rezoning would benefit the Township including consistency with adjacent and future land use, economic development and job creation, efficient use of infrastructure, flexibility and market responsiveness, and preservation of agricultural land in other areas of the Township.

SITE DESCRIPTION/CURRENT USE

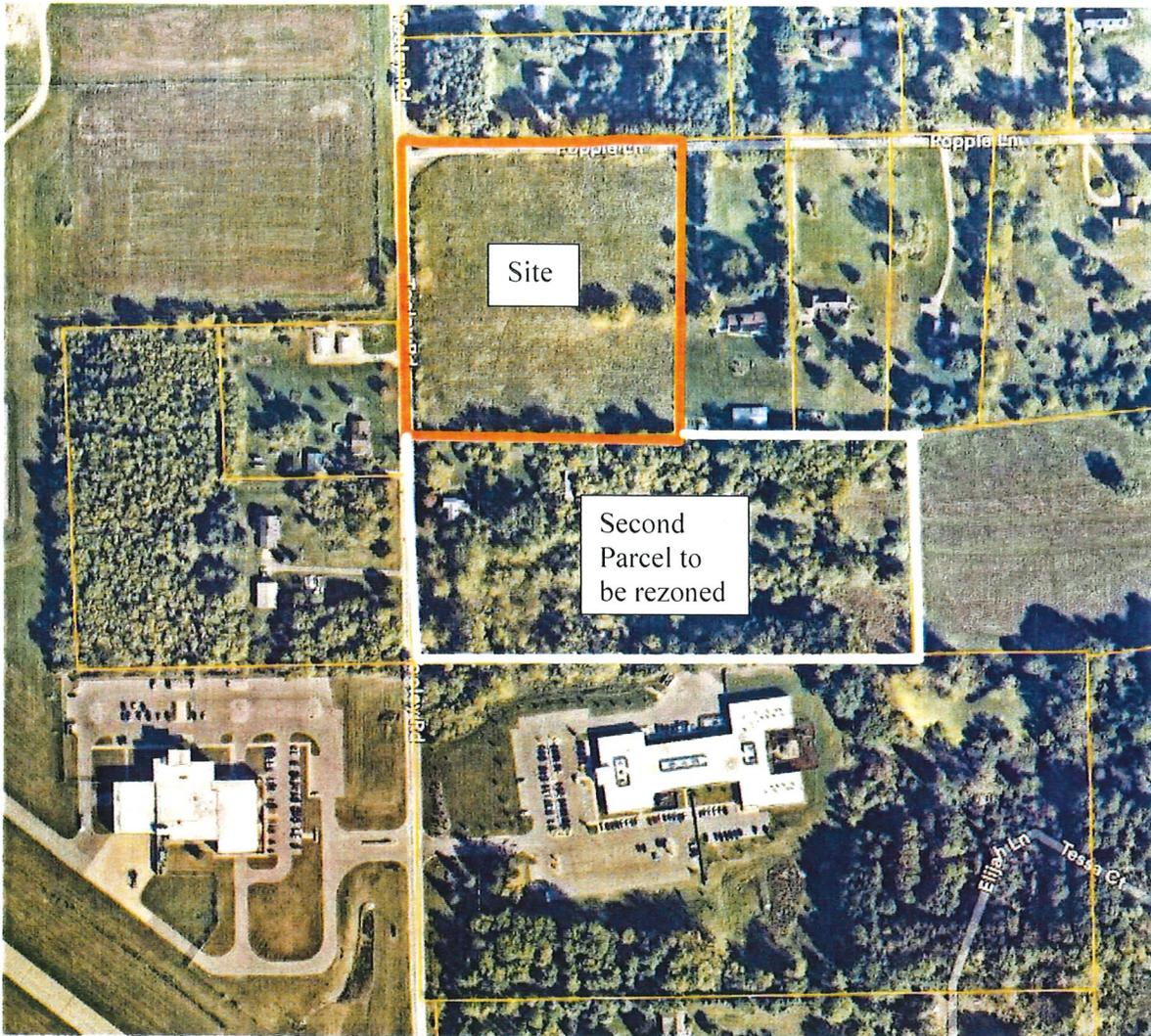
The subject site is approximately 7-acres and is currently vacant. The parcel to the south is also vacant, which the applicant submitted a rezoning application for, and will be discussed in another

*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*



review. The site is surrounded by residential to the north and east along with industrial uses to the west. The site is mostly empty with a few trees around the perimeter and the middle of the site.

Figure 1 - Aerial Image of Site and Surroundings



Source: Nearmap

SURROUNDING ZONING, LAND USE, AND FUTURE LAND USE

Table 1 on the next page summarizes the zoning, existing land use, and the future land use designation from the Township Master Plan of the subject parcel and the surrounding parcels.

Table 1. Zoning, land use, and future land use of subject parcel and vicinity

	Zoning	Existing Land Use	Future Land Use Designation
Subject parcel	RSC – Regional Service Commercial	Vacant	Industrial Flex
North	SFR – Single Family Residential	Residential	Residential – Medium Density
South	AR – Agricultural Residential	Vacant	Industrial Flex
East	AR – Agricultural Residential	Residential	Residential – Low Density
West	RT – Research and Technology	Industrial	Airport

Figure 2. Zoning of Subject Properties

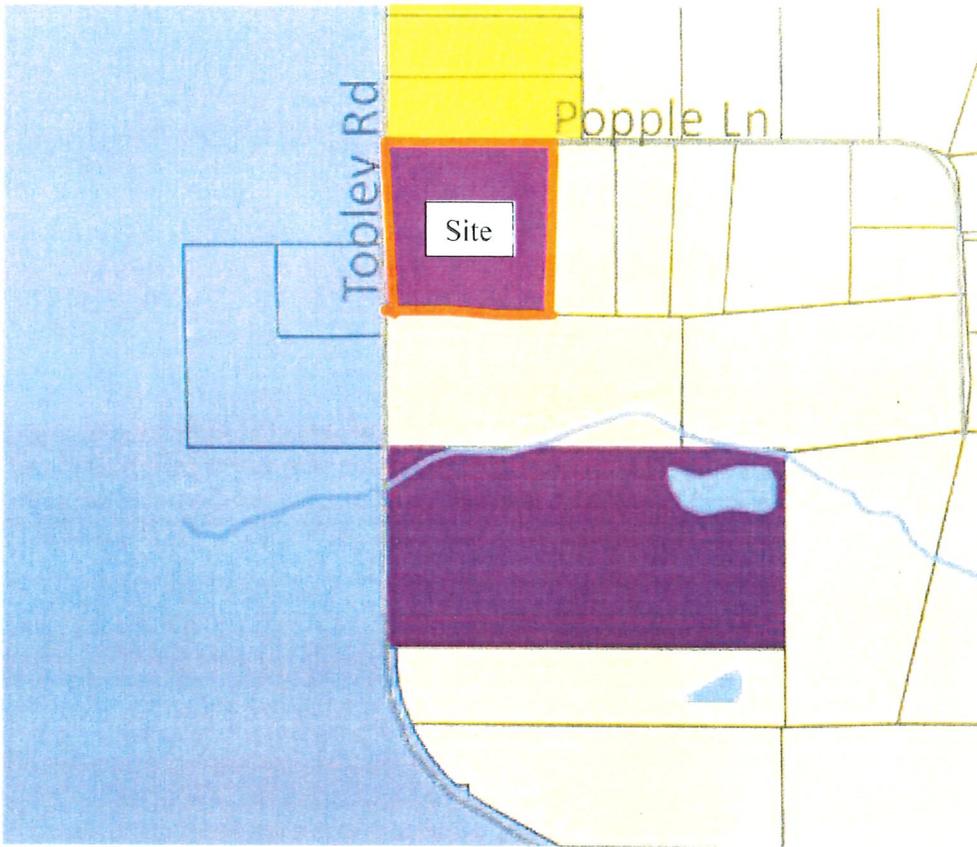
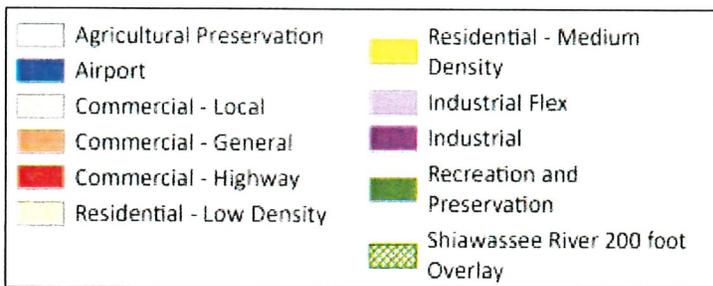
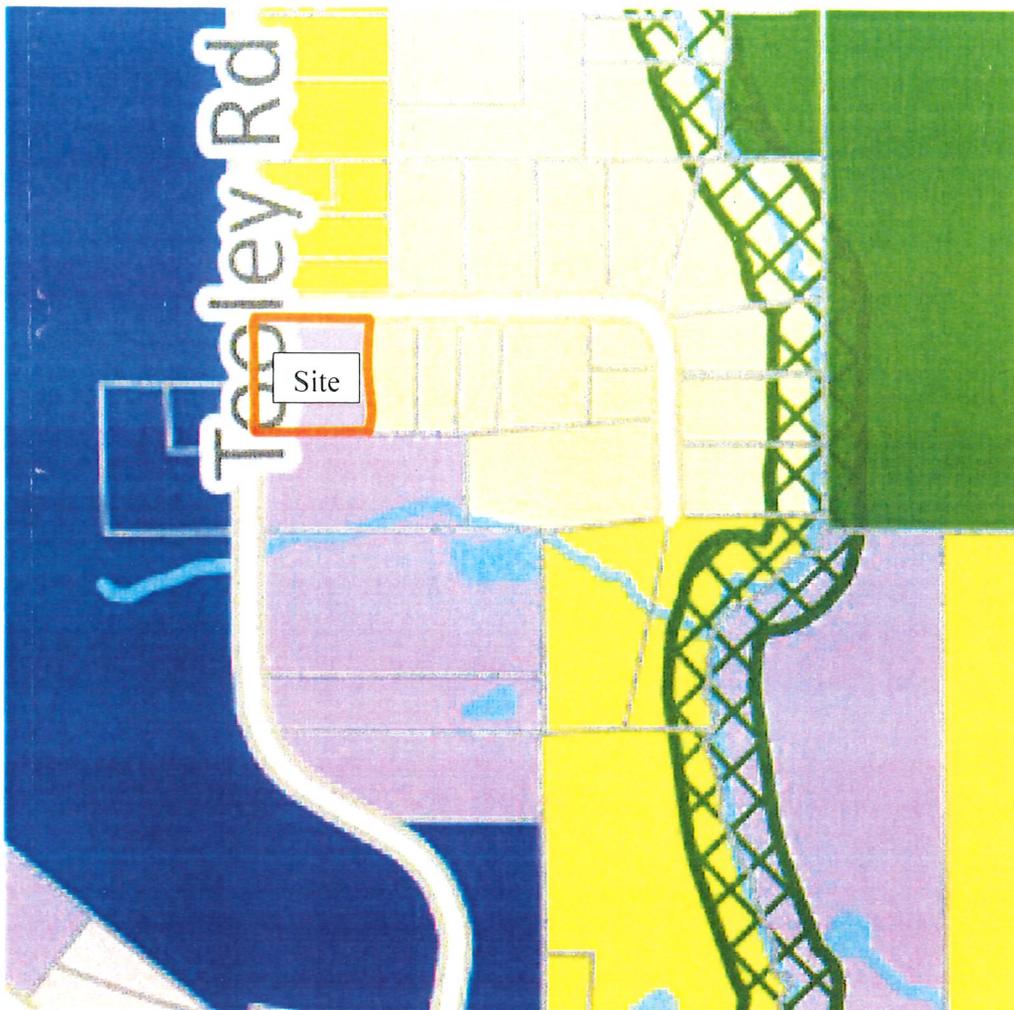


Figure 3. Future Land Use Map



As shown in Table 1 and Figure 2, the subject parcel is zoned as RSC – Regional Service Commercial. The parcel to the north is zoned as SFR – Single Family Residential, the parcel to the south is zoned as AR – Agricultural Residential, and the parcels to the west are zoned as RT – Research and Technology.

The Future Land Use map in the Township's Master Plan designates the subject site as Industrial Flex along with the parcels to the south. The parcels to the north are designated as Residential – Medium Density, and the parcels to the east are designated as Residential – Low Density, and the parcels to the west are designated as Airport.

The Master Plan states the following on **Industrial Flex**: This area is intended to be flexible with regard to specific uses that might be permitted while being more prescriptive with regard to design and quality of development. It is recognized that some of the uses permitted in the industrial and commercial districts could be compatible land uses. In fact, often, such uses have the same or similar building and special requirements. The flexibility of the district is intended to foster economic development, create employment opportunities, and increase the tax base by promoting the development or redevelopment of land that is adjacent to existing industrial and commercially developed property. This area is intended to allow for mixed industrial and commercial development; eliminate blighted properties; incorporate Low Impact Design (LID) practices, as well as ensure safe and complementary vehicular and pedestrian circulation patterns; improve environmental quality and remediate degraded properties; and provide an attractive transition between residential and non-residential properties.

DEVELOPMENT POTENTIAL

Current Zoning

The current zoning is RSC – Regional Service Commercial which is intended to recognize the unique regional location existing in Howell Township around the combination of I-96, M-59 and Grand River Road and therefore plan the surrounding adjacent area in part for regionally accessible commercial developments.

Proposed Zoning

The proposed zoning is IF – Industrial Flex Zone which is intended to provide flexibility for land uses while being more prescriptive regarding design and quality of development. Many industrial or large format commercial uses could be compatible, because such uses often have the same or similar building and spatial requirements such as floor area and building height. The design requirements of this district are intended to allow for the mixing of certain industrial and commercial uses and promote the reuse of buildings and sites for multiple such uses. The flexibility of this district is intended to foster economic development, create employment opportunities, and increase the tax base by promoting the development, redevelopment, or continued use of land adjacent to existing industrial and commercially developed property. It is also the intent of the Industrial Flex Zone to allow development of property that eliminates blighted properties, ensures safe and complementary vehicular and pedestrian circulation patterns, improves environmental quality and remediates degraded properties, while also providing an attractive transition between residential and non-residential properties.

The applicant did not state what they plan to do with the site once it is rezoned. If the rezoning were approved any of the listed permitted or conditional uses listed in the zoning ordinance could be established on this site with appropriate site plan of conditional use approval.

CONDITIONAL REZONING PROCEDURE

Article 23 of the Zoning Ordinance outlines the requirements and procedures to review a rezoning. The applicant has submitted an application for a conditional rezoning. The public hearing notices have been published in the newspaper, sent out to the parcels surrounding subject parcels and on the Township website fifteen (15) days before the public hearing which will be at the Planning Commission meeting on November 18, 2025, at 6:30 p.m.

FINDINGS FOR REZONING

According to Section 23.02.D.5 in the Zoning Ordinance states, in reviewing an application for the rezoning of land, whether the application be made with or without an offer of conditions, factors that should be considered by the Planning Commission and the Township Board include, but are not limited to, the following:

A. Whether the rezoning is consistent with the policies and uses proposed for that area in the Township's Master Land Use Plan;

The proposed rezoning is consistent with the policies and uses in the Master Plan as the site is categorized as Industrial Flex in the Future Land Use map. The parcels to the south are categorized as Industrial Flex as well.

B. Whether all uses allowed under the proposed rezoning would be compatible with other zones and uses in the surrounding area;

The rezoning will be compatible with the surrounding uses. The Livingston County Airport is west of the site, and the parcels to the south of the site have industrial uses. There are residential uses to the west, but the IFZ is intended to allow for low impact industrial use. It is unknown what the applicant plans to do with the site, but there are development requirements in the zoning ordinance designed to mitigate any nuisance from development adjacent to less intensive uses.

C. Whether any public services and facilities would be significantly adversely impacted by a development or use allowed under the requested rezoning; and

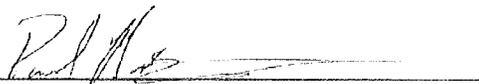
There are no concerns about public services and facilities. This area has or is planned to have the infrastructure to support the uses allowed in the IFZ district including paved roads and municipal sewer and water.

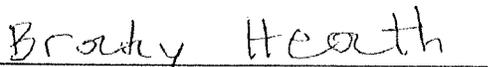
D. Whether the uses allowed under the proposed rezoning would be equally or better suited to the area than uses allowed under the current zoning of the land.

The proposed rezoning would be better suited for the area because it aligns with the policies and uses proposed in the Master Plan. The site is currently vacant along with the site to the south, which the applicant intends to rezone as well. There are parcels along Tooley Road to the south that already have industrial uses, and with the Livingston County Airport across the street from the site, industrial use would be more suitable for the site rather than regional service commercial.

RECOMMENDATIONS

The Planning Commission should review each of the findings in this report to determine if the proposed rezoning is appropriate before making a recommendation to the Township Board. The planning commission can recommend a timeline by which the conditions must be met.


CARLISLE/WORTMAN ASSOC., INC.
Paul Montagno, AICP
Principal


CARLISLE/WORTMAN ASSOC., INC.
Brady Heath
Community Planner

#308-2517

CC: Jonathan Hohenstein, Township Zoning Administrator
Marnie Hebert, Administrator

**2 seSTATE OF MICHIGAN
IN THE 44th CIRCUIT COURT FOR THE COUNTY OF LIVINGSTON**

WILLIAM McCRRIRIE,

Appellant,

Case No. 26-445-AA

v

HON. SUSAN A. LONGSWORTH

HOWELL TOWNSHIP,

Appellee.

William D. McCririe (P34144)
McCririe Law, PLLC
Attorney for Appellant
123 Mason Road
Howell, MI 48843
(810) 226-6167

Christopher S. Patterson (P74350)
Jacob N. Witte (P82558)
David J. Szymanski Jr. (P86525)
Fahey Schultz Burzych Rhodes PLC
Attorneys for Appellee
4151 Okemos Road
Okemos, Michigan 48864
(517) 381-0100
cpatterson@fsbrlaw.com
jwitte@fsbrlaw.com
dszymanski@fsbrlaw.com

**BRIEF IN SUPPORT OF APPELLEE HOWELL TOWNSHIP'S MOTION TO
DISMISS PURSUANT TO MCR 2.116(C)(4) AND MCR 2.116(C)(8)**

INTRODUCTION

This action was initiated by Appellant Willaim McCririe ("Mr. McCririe"), as a purported appeal from the Howell Township Board's denial of Mr. McCririe's request to change the zoning designation of two parcels within the Township. Because rezoning is a legislative decision that requires an amendment to the Howell Township Zoning Ordinance, it is not subject to an administrative appeal and should be dismissed by this Court for lack of jurisdiction pursuant to MCR 2.116(C)(4). If this Court treats this action as an original action rather than an appeal, Mr.

McCririe has nonetheless failed to state a claim upon which relief can be granted as he does not have a protected property interest in the zoning designation of his parcels and the Township Board's decision was not so arbitrary or unreasonable as to overcome the legislative acts presumption, warranting dismissal pursuant to MCR 2.116(C)(8).

STATEMENT OF FACTS

This action stems from a requested rezoning that was denied by the Township. Zoning ordinances establish different zoning districts in which various land uses are authorized, and rezoning requests seek to change the zoning classification for property from one zoning district to another. Rezoning requests are typically borne by a desire to engage in a land use that is not authorized under the current zoning district for property but is authorized under a different zoning district. Changing the zoning designation of a property can only be accomplished through an amendment to a zoning ordinance, which is a legislative function. Under the Michigan Zoning Enabling Act, MCL 125.3101 *et seq.* (the "MZEA"), amendments to a township zoning ordinance require a public hearing before the township planning commission which recommends approval or denial of the request, review and recommendation by the county planning commission, and ultimately approval by the legislative body of the township (e.g., the township board), before becoming effective. See MCL 125.3307; MCL 125.3401.

Mr. McCririe submitted two rezoning applications to the Township. (Application, ¶ 2)¹. The first application was for parcel number 4706-22-300-042, property that is located on Tooley Road in Howell Township, Michigan, and is currently zoned as Regional Service Commercial.

¹ Mr. McCririe's action is titled "Application for Appeal of Howell Township Board Decision." For the purposes of continuity, the Township will use the label proffered by Mr. McCririe despite the fact that no administrative appeal is available from a rezoning request and Mr. McCririe's action is not actually styled as an "application."

(Application, ¶¶ 2, 3). Mr. McCririe’s second application was for parcel number 4706-22-300-003, which is adjacent to the first parcel on Tooley Road, and is currently zoned Agricultural Residential. (Application, ¶ 2). Mr. McCririe requested that both parcels be rezoned from their current zoning designations to the Township’s Industrial Flex Zone zoning designation. (Application, ¶ 3).

In both of his applications, Mr. McCririe did not offer any conditions of rezoning or identify his intended use of the parcels after rezoning, but did offer reasons why he believed the rezoning would benefit the Township and is consistent with adjacent and future land use. (Application, pp 10-19). Mr. McCririe’s Application likewise does not indicate any specific future plans for the use of these parcels but alleges that the requested re-zoning would “give the Township the authority to address the public health, safety and welfare of the two properties not offered in the present zoning classifications.” (Application, ¶ 5).

On November 18, 2025, the Howell Township Planning Commission considered the proposed rezoning, and following a public hearing, denied the rezoning requests. (Application, pp 61-63). On December 17, 2025, the Livingston County Planning Commission (the “County Planning Commission”) met and reviewed the rezoning requests that were submitted by Mr. McCririe. (*Id.*). The meeting minutes reflect that the County Planning Commission considered both rezoning requests and heard public comment from Mr. McCririe and numerous Howell Township residents. (*Id.*). Adjacent landowners voiced their various concerns with rezoning the property, including concerns with water management, road maintenance, increased costs, and emergency services. (*Id.*). Ultimately, the County Planning Commission moved to recommend approval of the rezoning request with a 4-2 vote. (*Id.*).

On January 12, 2026, the Howell Township Board met and considered the rezoning request for the two properties. (Application, p 39). The Township Board ultimately decided to deny the rezoning requests. (*Id.*). Mr. McCririe alleges that the Township’s “denial was based including but not limited to potential noise concerns, traffic concerns, disturbing woman claiming to be in crisis, unidentified use concerns, height concerns and a general objection’s [*sic*] to any changes in the present use of the two properties.” (Application, ¶ 11).

On January 30, 2026, Mr. McCririe filed the present “Application for Appeal of Howell Township Board Decision” with this Court.

STANDARD OF REVIEW

“Whether a court has jurisdiction is a question of law” that is reviewed de novo. *Michigan’s Adventure, Inc v Dalton Twp*, 287 Mich App 151, 153; 782 NW2d 806 (2019). When a court “is without jurisdiction in a particular case, its acts and proceedings are null and void.” *Jackson Community College v Michigan Dep’t of Treasury*, 241 Mich App 673, 678; 621 NW2d 707 (2000). MCR 2.116(C)(4) provides that a party may move for dismissal when the “court lacks jurisdiction of the subject matter.” “Summary disposition is warranted under MCR 2.116(C)(4) if the trial court lacks subject matter jurisdiction.” *Zelasko v Charter Twp of Bloomfield*, 347 Mich App 141, 150; 14 NW3d 441 (2023). A motion pursuant to MCR 2.116(C)(4) considers any affidavits, pleadings, depositions, admissions, and documentary evidence “then filed in the action or submitted by the parties.” *Id.* (external citations omitted).

MCR 2.116(C)(8) provides that a party may move for dismissal if “the opposing party has failed to state a claim on which relief can be granted.” A motion pursuant to MCR 2.116(C)(8) should be granted “when the complaint is so legally deficient that recovery would be impossible even if all well-pleaded facts were true and construed in the light most favorable to the nonmoving

party.” *Padecky v Muskegon Charter Twp*, 343 Mich App 186, 189; 997 NW2d 229 (2022). “Only the pleadings may be considered when deciding a motion under MCR 2.116(C)(8).” *Id.*

ARGUMENT

I. THIS ACTION SHOULD BE DISMISSED PURSUANT TO MCR 2.116(C)(4) FOR LACK OF JURISDICTION BECAUSE LEGISLATIVE DECISIONS OF A TOWNSHIP CANNOT BE APPEALED.

Mr. McCririe contends that this Court has “jurisdiction pursuant to MCL 600.605 and MCL 125.3606.” While this Court may have jurisdiction over certain administrative decisions arising under a zoning ordinance, legislative decisions—such as the decision to amend a zoning ordinance—are not appealable to the circuit court. MCL 600.605 only provides this Court with general jurisdiction; it does not create a right of appellate review where none exists by law, and MCL 125.3606 does not provide for appeals of rezoning decisions. As such, this action should be dismissed for lack of jurisdiction.

The circuit court does have “certain appellate jurisdiction,” including over an “appeal of right filed by an aggrieved party from a ‘final order or decision of an agency from which an appeal of right to the circuit court is provided by law.’” *Zelasko v Charter Twp of Bloomfield*, 347 Mich App 141, 155; 14 NW3d 441 (2023), citing MCR 7.103(A)(3). The MZEA provides specific statutory authority for appeals for some zoning decisions, but does not authorize an appeal of a rezoning decision. The MZEA “provides for judicial review of zoning decisions of a local unit of government; under § 605 [], MCL 125.3605, a decision of a zoning board of appeals is final, subject to appellate review by the circuit court.” *Id.* The provision of the MZEA cited by Mr. McCririe likewise provides: “Any party aggrieved by a decision of the zoning board of appeals may appeal to the circuit court for the county in which the property is located.” MCL 125.3606(1).

While the MZEA only expressly contemplates appeals from decisions of a local zoning board of appeals, Michigan Courts have extended this appellate right to decisions of local planning commissions and legislative bodies made “**under**” a zoning ordinance, as such decisions are considered “administrative” and appropriate for appellate review. See *Ansell v Delta County Planning Comm’n*, 332 Mich App 451, 458-59; 957 NW2d 47 (2020); see also *Sun Communities v Leroy Twp*, 241 Mich App 665, 669; 617 NW2d 42 (2000). The statutory right of appeal of administrative zoning decisions is consistent with the mandate in the State Constitution that “[a]ll final decisions, findings, rulings and orders of any administrative officer or agency existing under the constitution or by law, which are judicial or quasi-judicial and affect private rights or licenses, shall be subject to direct review by the courts.” See CONST 1963, Art 6, § 28. Therefore, this Court has jurisdiction over appeals from administrative decisions arising under a zoning ordinance, including decisions regarding enforcement of the zoning ordinance, variance requests, and special land use permits.

However, decisions by a township board that concern adopting or amending a zoning ordinance are *legislative* in nature—not administrative—and are thus not subject to appellate review in the circuit court. See generally *Sun Communities*, 241 Mich App at 669 (discussing the differences between administrative and legislative decisions). In *Sun Communities*, the court stated that “it is settled law in Michigan that the zoning and rezoning of property are legislative functions.” *Id.* The court found that there was no authority that required the party to appeal the township board’s decision to deny the rezoning application. *Id.* at 672; see also *Paragon Props Co v City of Novi*, 452 Mich 568, 580; 550 NW2d 772 (1996) (recognizing that a rezoning denial is a “legislative act rather than an administrative decision”).

This principle was then reaffirmed in *Arthur Land Co, LLC v County of Otsego*, 249 Mich App 650, 664; 645 NW2d 50 (2002), where the court stated that since “the county board of commissioners acted as a legislative, as opposed to an administrative, body, the trial court’s decision in this regard [considering this as an administrative appeal] was error.” In *Arthur Land Co, LLC*, the plaintiff’s complaint was filed as an original action in the circuit court—not as an appeal—and thus the matters were within the trial court’s **original, not appellate**, jurisdiction. *Id.* at 664-65 (emphasis added). Further, recently, in *Cornell v Lima Township*, 336 Mich App 263, 266; 970 NW2d 354 (2021), the Court of Appeals considered whether a rezoning decision was a legislative act or an administrative/quasi-judicial act. In *Cornell*, the defendant argued that since the plaintiff did not exhaust all administrative remedies before bringing the case to circuit court, the plaintiff’s claim should be dismissed. *Id.* at 282. The court stated that “the exhaustion requirement does not apply because the relevant administrative appellate body could not have provided plaintiffs with any relief.” *Id.*

Not only does caselaw establish that circuit courts have no jurisdiction over appeals from legislative decisions, but the Michigan Court Rules also recognize the distinction between legislative and administrative decisions of local government, and that appellate rights only attach to administrative decisions. MCR 7.122—the specific court rule providing for appeals from zoning ordinance determinations—states that “[t]his rule does not apply **to legislative decisions** of a city, village, township, or county, such as the adoption of **or amendment to a zoning ordinance**.” (emphasis added). Hence, there is no appellate jurisdiction in the circuit court for a township board’s legislative decision on whether to amend a zoning ordinance pursuant to a rezoning request.

Mr. McCririe improperly seeks this Court's appellate jurisdiction to consider a legislative action of the Township Board. For the reasons stated above, the Township respectfully requests this Court dismiss this action for lack of subject matter jurisdiction pursuant to MCR 2.116(C)(4).

II. TO THE EXTENT THAT THIS COURT CONSIDERS THE APPLICATION AS AN ORIGINAL ACTION, MR. McCRIE HAS FAILED TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED AND COUNTS I AND II SHOULD BE DISMISSED PURSUANT TO MCR 2.116(C)(8).

In Count I of Mr. McCririe's Application, Mr. McCririe alleges that the Township violated substantive due process in its decision to deny the rezoning request of the two parcels. The "essence of a substantive due process claim is the arbitrary deprivation of liberty or property interests." *In re T K*, 306 Mich App 698, 706; 859 NW2d 208 (2014). A person who claims they were deprived of substantive due process must "show that the action was so arbitrary as to shock the conscience." *Id.* at 708, citing *Mettler Walloon, LLC v Melrose Twp*, 281 Mich App 184, 200; 761 NW2d 293 (2008).

A. Mr. McCririe's Substantive Due Process Claim Fails as a Matter of Law Because He has No Protected Property Interest in the Property Being Zoned Industrial Flex Zone.

Mr. McCririe alleges the Township's denial of his rezoning requests violated substantive due process. However, a prerequisite to any substantive due process claim is a protected property interest, and here, Mr. McCririe can claim no protected property interest in a change to the existing zoning classification of his land.

In *Mettler Walloon, LLC*, the court held that a landowner "does not always have a protected property interest in a particular outcome of land use planning." *Mettler Walloon*, 281 Mich App at 208. The *Mettler Walloon* Court instructed that a protected property interest requires demonstration of a "reasonable expectation of entitlement deriving from '*existing*' rules or understandings that stem from an independent source such as state law.'" *Id.* (emphasis added).

Thus, while a landowner can claim a protected property interest in their *existing* zoning classification, no protected property interest can vest in having the existing zoning classification changed to a different classification in the future.

Further, “[u]nder Michigan law, a landowner does not possess a vested property interest in a particular zoning classification unless the landowner holds a valid building permit and has completed substantial construction.” *Seguin v Sterling Heights*, 968 F2d 584, 590 (6th Cir. 1992) (citing *City of Lansing v Dawley*, 247 Mich 394, 396-97, 225 NW 500 (1929) and *Schubiner v West Bloomfield Township*, 133 Mich App 490, 497, 351 NW2d 214 (Mich Ct App 1984)). Although Mr. McCririe vaguely alleges interference “with distinct investment backed expectations” (Application, ¶ 19), he does not and cannot allege that he had a valid building permit² and completed substantial construction in reliance on the requested rezoning, so he can claim no protected property interest in the rezoning of his land.

Additionally, a protected property interest cannot vest in a discretionary decision by a legislative body like the Township Board. See *Richardson v Township of Brady*, 218 F3d 508, 517 (6th Cir. 2000) (explaining that there can be “no legitimate claim of entitlement to a discretionary decision”). Rezoning is unquestionably a discretionary act. See *Paragon Props Co v City of Novi*, 452 Mich 568, 574, 550 NW2d 772, 774 (1996) (“The discretionary authority to enact a zoning ordinance and to adopt a zoning map rests with the legislative body”). This is reinforced by the criteria applied by the Township Board when considering a rezoning request under Section 23.02 of the Zoning Ordinance, which include such discretionary factors as:

² No valid building permit could be issued for a land use that would be permitted under the new zoning classification until the rezoning was approved, so it would be impossible for Mr. McCririe to obtain a building permit to commence construction to obtain a protected property interest under these circumstances.

- a) Whether the rezoning is consistent with the policies and uses proposed for that area in the Township's Master Land Use Plan;
- b) Whether all of the uses allowed under the proposed rezoning would be compatible with other zones and uses in the surrounding area;
- c) Whether any public services and facilities would be significantly adversely impacted by a development or use allowed under the requested rezoning; and
- d) Whether the uses allowed under the proposed rezoning would be equally or better suited to the area than uses allowed under the current zoning of the land.

Michigan law instructs that a protected property interest can only arise in the existing zoning classification of land, and only then if a landowner has obtained a valid building permit and commenced substantial construction. Further, no protected property interest can arise in the outcome of a discretionary governmental decision, like the legislative decision to amend a zoning ordinance to change the zoning designation of property. Since Mr. McCririe cannot allege a protected property interest in the properties being zoned Industrial Flex Zone, his substantive due process claim must fail as a matter of law pursuant to MCR 2.116(C)(8).

B. Even if This Court Finds There Was a Protected Property Interest, Mr. McCririe's Substantive Due Process Claim Fails as Alleged, Since the Township Did Not Act in an Arbitrary or Unreasonable Manner When it Denied the Request to Rezone the Two Properties.

Mr. McCririe alleges that there "is no reasonable governmental interest being advanced by the present zoning classifications, as to public health, safety or welfare, as to the parcel zoned RSC and the Parcel zoned AR." (Application, ¶ 14). Mr. McCririe is correct to point out that the Township is not permitted to act in an arbitrary or unreasonable manner in determining whether to rezone property, but he is incorrect that the Township action at issue in this case rises to the extraordinary level necessary for judicial intervention.

A "plaintiff-citizen may be denied substantive due process by the city or municipality by the enactment of legislation," like a zoning ordinance, that has "no reasonable basis for its very existence." *Kropf v Sterling Heights*, 391 Mich 139, 157; 215 NW2d 179 (1974). "[A] plaintiff

may establish that a land use regulation is unconstitutional, either on its face or ‘as applied’ by showing ‘(1) that there is no reasonable governmental interest being advanced by the present zoning classification or (2) that an ordinance is unreasonable because of the purely arbitrary, capricious, and unfounded exclusion of other types of legitimate land use from the area in question.’” *Dorman v Twp of Clinton*, 269 Mich App 638, 650-51, 714 NW2d 350, 359 (2006) (quoting *Frericks v Highland Twp*, 228 Mich App 575, 594; 579 NW2d 441 (1998)); see also *Kropf*, 391 Mich at 158 (stating that a challenge on due process grounds addresses whether there is a reasonable governmental interest “being advanced by the present zoning classification itself” and whether the ordinance is “arbitrary, capricious and unfounded exclusion of other types of legitimate land use from the area in question”). A plaintiff must further show that the ordinance serves no “rational relation to the public health, safety, welfare and prosperity of the community.” *Id.*

When raising a facial challenge, a plaintiff must specifically show that the ordinance “totally excludes the proposed use in the township and that the ordinance precludes any use on the property ‘to which it is reasonably adapted.’” *Dorman*, 269 Mich at 561 (citing *Kropf*, 391 Mich at 155-56). This is a high bar, as zoning ordinances are presumed valid and the challenger has the burden of proving “that the ordinance is an arbitrary and unreasonable restriction upon the owner’s use of the property.” *Conlin v Scio Twp*, 262 Mich App 379, 390; 686 NW2d 16 (2004). In order for courts “to find a[n] action of the legislative body invalid, more than a debatable question is required.” *Alderton v Saginaw*, 367 Mich 28, 33; 116 NW2d 53 (1962).

Mr. McCririe’s allegation that the Township’s decision advanced no reasonable governmental interest fails on its face because he admits that the Township denied the request due to “potential noise concerns, traffic concerns, disturbing woman claiming to be in crisis,

unidentified use concerns, height concerns and general objection's [*sic*]," as well as "height issues, pollution, [and] water issues." (Application, ¶¶ 11, 16). There can be no serious debate that these considerations represent legitimate government interests and a rational basis for the denial of his rezoning request. The United States Supreme Court found nearly a century ago "that preserving the residential nature of a neighborhood and limiting traffic for the safety of local residents are both legitimate interests that may be advanced by a zoning regulation. Moreover, a basic goal of land use regulation is to segregate incompatible uses." *Dorman*, 269 Mich App at 651-52 (citing *Euclid v Ambler Realty Co*, 272 US 365, 386-390; 47 S Ct 114 (1926), and *Paragon Props Co v City of Novi*, 452 Mich 568, 573; 550 NW2d 772 (1996)).

Mr. McCririe does not dispute that the Township Board relied upon these considerations but instead appears to dispute the weight and credibility of the evidence before the Board, asking this Court to substitute his own preference for the Township's. (Application, ¶¶ 27-31). This does not present sufficient grounds for this Court to invalidate a legislative decision. See *Alderton*, 367 Mich at 33 (stating that a debatable question "does not mean such question exists merely because there is a difference of opinion between the zoning authority and the property owner in regard to the validity of the ordinance"). Mr. McCririe's efforts to override the Township's legislative decision-making based purely on his personal preferences and undisclosed development plans for his property should be viewed with considerable skepticism by this Court. As aptly stated by our Supreme Court:

In view of the frequency with which zoning cases are now appearing before this Court, we deem it expedient to point out again, in terms not susceptible of misconstruction, a fundamental principle: ***this Court does not sit as a superzoning commission***. Our laws have wisely committed to the people of a community themselves the determination of their municipal destiny, the degree to which the industrial may have precedence over the residential, and the areas carved out of each to be devoted to commercial pursuits. With the wisdom or lack of wisdom of the determination we are not concerned. The people of the community, through

their appropriate legislative body, and not the courts, govern its growth and its life. [*Macenas v Michiana*, 433 Mich 380, 391-92; 446 NW2d 102 (1989) (quoting *Brae Burn, Inc v Bloomfield Hills*, 350 Mich 425, 430-431; 86 NW2d 166 (1957) (emphasis in original).]

Mr. McCririe has failed to allege that the Township's denial of his rezoning request was so arbitrary or unreasonable as to violate substantive due process, and at most has identified a difference in opinion with the Township's decision to deny rezoning. This Court should not entertain his invitation to sit as a superzoning commission and reconsider a valid legislative enactment. Dismissal pursuant to MCR 2.116(C)(8) is warranted.

C. Mr. McCririe Fails to Allege a Viable Takings Claim.

Mr. McCririe's Application also contains allegations sounding in regulatory taking or inverse condemnation, and he asks this Court to declare that the Township's denial of his rezoning requests "constitutes Inverse Condemnation." (Application, p 10). However, when his allegations are analyzed under the framework of those constitutional doctrines, they fail as a matter of law.

A governmental taking occurs when the government either (1) deprives an owner of "all economically beneficial or productive use" of his land or (2) physically and permanently invades any portion of the property. *Dorman*, 269 Mich at 646. When there is no physical taking, the court applies a three-part balancing test as set forth by the United States Supreme Court in *Penn Central Transportation Co v New York City*, 438 US 104; 98 S Ct 2646 (1978) to evaluate whether a regulatory taking or inverse condemnation occurred. *Id.* The court analyzes "(1) the character of the governmental action, (2) the economic effect of the regulation on the property, and (3) the extent by which the regulation has interfered with distinct, investment backed expectations." *Id.* A plaintiff "who asserts that he was 'denied economically viable use of his land' must show something more—that the property was either unsuitable for use as zoned or unmarketable as zoned." *Id.* at 647. "An inverse condemnation claim may be based upon the government's

‘regulatory taking’ of provide property.” *Dorman*, 269 Mich App at 646. Mr. McCririe has not alleged that a physical taking has occurred, and when analyzing the three-part test, Mr. McCririe has failed to state a claim upon which relief can be granted for a regulatory taking.

Mr. McCririe alleges that the rezoning denial “interfered with distinct investment backed expectations that the Plaintiff has for both of the properties,” (Application, ¶ 19), and that the current zoning of his properties has “no economically viable use of the 10 acres.” (Application, ¶ 21). First, under the first factor of *Penn Central*’s test, the character of the governmental intrusion is minimal—the parcels are keeping their previous zoning classifications, which weighs against a finding of a governmental taking.

Second, a plaintiff must show something more than just asserting that a property has no economically viable use. See *Dorman*, 269 Mich App at 647. Mr. McCririe simply alleges that the parcel currently zoned Agricultural Residential has no economically viable use. Mr. McCririe does not plead any allegations to infer that the properties are unsuitable with their present zoning classifications or unmarketable with those zoning classifications. The current zoning designations of Mr. McCririe’s properties (one Regional Service Commercial and the other Agricultural-Residential) authorize a host of different land uses, ranging from commercial retail and service establishments to agricultural uses, to residential uses. See Howell Township Zoning Ordinance, Article IV and Article X. Mr. McCririe’s unsubstantiated allegation that there is no economically viable use of these properties fails to identify why the myriad of permissible uses are not economically viable.

Third, nowhere in Mr. McCririe’s Application does he allege what he is planning to do with the properties, which is a crucial component of establishing a distinct, investment-backed expectations necessary for taking or inverse condemnation claim. Mr. McCririe’s Application pays

lip service to this requirement but does not identify any future intended use of the property or any distinct investments made in furtherance of such use. This element also fails.

Under the three factors test as provided in *Penn Central*, Mr. McCririe's claim fails as a matter of law. To the extent that this Court considers Mr. McCririe's allegations as an inverse condemnation claim based on regulatory takings, his claim fails pursuant to MCR 2.116(C)(8).

Therefore, even if this Court found that Mr. McCririe did possess a protected property interest sufficient to state a substantive due process claim, Count I fails as a matter of law pursuant to MCR 2.116(C)(8) because it is uncontested that the Township's decision was rationally related to the public health, safety, and welfare and was not arbitrary or unreasonable.

D. Count II Fails to State a Claim Upon Which Relief Can be Granted and Should be Dismissed Pursuant to MCR 2.116(C)(8).

If this Court treats the Application as an original action, Count II must be dismissed pursuant to MCR 2.116(C)(8). As analyzed above, there is no remedy in the Circuit Court for an appeal from a legislative decision to deny the rezoning of property within the Township. Since there is no appropriate remedy in the Circuit Court, Mr. McCririe has failed to state a claim upon which relief can be granted in his Count II. Mr. McCririe cites in the Application certain standards that are appropriate for appellate review of administrative decisions, i.e., that the Township's decision be supported by competent, material, and substantial evidenced on the record. (Application, ¶ 27). However, the decision to deny a rezoning request by the Howell Township Board was not an administrative decision subject to appellate review. Therefore, any remedy for Mr. McCririe is not through an appeal to the Circuit Court and Count II should be dismissed.

E. The Relief Sought by Mr. McCririe is Unavailable as a Matter of Law.

Finally, it should be understood that the relief sought by Mr. McCririe—that this Court compel the requested rezoning—is well beyond the authority of this Court. The Michigan

Constitution conspicuously states “[t]he powers of government are divided into three branches: legislative, executive and judicial. No person exercising power of one branch shall exercise powers properly belonging to another branch except as expressly provided in this constitution.” Const 1963, art 3 § 2. “Simply put, legislative power is the power to make laws. In accordance with the constitution's separation of powers, this Court cannot revise, amend, deconstruct, or ignore the Legislature’s product and still be true to our responsibilities that give our branch only the judicial power.” *SBC Mich v PSC*, 482 Mich 90, 98; 754 NW2d 259 (2008) (quoting *Cameron v Auto Club Ins Ass’n*, 476 Mich 55, 65; 718 NW2d 784 (2006)). Further, “courts may not legislate” and amending ordinances, including through a rezoning, is a legislative function. See *Brandon Twp v Tippet*, 241 Mich App 417, 423; 616 NW2d 243 (2000); see also *Paragon Props Co v City of Novi*, 452 Mich 568, 580; 550 NW2d 772 (1996).

Mr. McCririe’s Application requests this Court to “Order Howell Township to grant the 2 requested re-zonings.” (Application, ¶ 7). To award this relief would violate bedrock principles of separation of powers principles. “While it is within the province of the courts to pass upon the validity of statutes and ordinances, courts may not legislate nor undertake to compel legislative bodies to do so one way or another.” *Randall v Meridian Township Bd*, 342 Mich 605, 607-08; 70 NW2d 728 (1955).

CONCLUSION

This Court does not have appellate jurisdiction over an appeal from a legislative decision of the Howell Township Board. Because the Township did not act in an administrative capacity when it denied the Mr. McCririe’s rezoning request, no administrative appeal is available, requiring this action to be dismissed for lack of jurisdiction pursuant to MCR 2.116(C)(4). A court does not “sit as a superzoning commission.” *Schwartz v Flint*, 426 Mich 295, 307; 395 NW2d 678

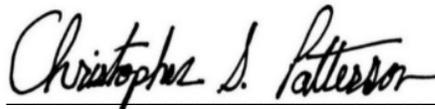
(1986). The relief that Mr. McCririe is seeking would require the court to step into the shoes of a legislative body—acting as a superzoning commission—and declare the parcels rezoned. This is improper under Michigan law and is not within the court’s jurisdiction.

Yet, even if this Court considers Mr. McCririe’s appeal as an original action, it should be dismissed pursuant to MCR 2.116(C)(8). Appellant’s Application fails to allege a protected property interest in the parcels being zoned. Further, the Township’s decision to deny the rezoning request was not arbitrary or unreasonable, but a legislative decision based on factors such as public comment, noise, and whether the uses in the proposed new rezoning classification would be compatible with the surrounding area. Lastly, Mr. McCririe has not and cannot establish that maintaining the existing zoning classifications of his properties results in a taking.

WHEREFORE the Township respectfully requests this Court dismiss Mr. McCririe’s Application for Appeal for lack of jurisdiction pursuant to MCR 2.116(C)(4), and in the alterative, for failure to state a claim pursuant to MCR 2.116(C)(8).

Respectfully submitted,

Fahey Schultz Burzych Rhodes PLC
Attorneys for Appellee

By: 

Dated: February 23, 2026

Christopher S. Patterson (P74350)
Jacob N. Witte (P82558)
David J. Szymanski Jr. (P86525)
4151 Okemos Rd,
Okemos, MI 48864
(517) 381-0100

8A



MEMORANDUM

TO: Members of the Howell Township Board

FROM: Greg Tatara, Utility Director

DATE: February 26, 2026

RE: 2026 - 2031 Intergovernmental Operations Contract

Fifteen years ago (2011), Genoa Charter Township (Township), the Marion, Howell, Oceola, and Genoa Sewer and Water Authority (MHOG), and the Genoa-Oceola Sewer and Water Authority (G-O) modified their sewer and water operations by shifting from the historic contract model with outside consultants to in-house operations. In 2022, the Howell Township Wastewater System was added to the group of Utilities our department operates. The change to in-house operations experienced some growing pains in the early years, but now we are pleased to operate quality water and sewer utility systems that are recognized industry wide. Some of the highlights we have experienced over the past 10 years include:

- Expanding the Genoa-Oceola WWTP from a 1.6MGD to 3.2 MGD Facility and having the plant be a feature in the Spring 2021 Issue of MWEA Matter's Magazine.
- Constructing system wide MHOG Water Utility Improvements including a recent \$10,000,000 24-inch and 20-inch transmission main project in Marion Township.
- Consolidating Genoa Township's Oak Pointe and Genoa-Oceola WWTPs, alleviating a source of groundwater contamination and improving the operation and quality of effluent from the Genoa-Oceola WWTP.
- Consolidating Genoa Township's Lake Edgewood and Genoa-Oceola WWTPs, alleviating a potential source of groundwater contamination and improving the operation of the Lake Edgewood System.
- Fully integrating the existing and newly installed utilities into GIS and using GIS applications for Manhole Inspections, Valve Exercising, Hydrant Flushing, and Air Release Maintenance Programs.
- Developing electronic data collection for all plant, distribution, and collection system operations, including implementation of a work order database.

- Fully installing SCADA systems on the water and wastewater distribution, collection, and plant systems allowing for rapid data communication to staff, improved alarm monitoring, reduced overtime, and improved reliability.
- Having our staff recognized by the Michigan Water Environment Association as Utility Administrator of the Year and Operator of the Year and also having the American Water Works Association reward our water treatment plant operator with the Operator Meritorious award.
- Improved the quality of new developer infrastructure installed by implementing a connection manual, project closeout, inspection, and standards to assure that the infrastructure lasts and is not a burden to existing rate payers.
- Serving as the lead in developing a licensing program for collection system operations, which is currently in the final stages of the Part 41 Rules Process.
- Completing over \$1,000,000 in capital improvements in the Howell Township Wastewater System include pump station rehabilitation, plant clarifier reconstruction, headworks repairs and lining, flow meter improvements, UV disinfection repairs, and other improvements.
- Returning over \$1,468,000 to the utility systems by remaining under budget for all 15 contract years.

New Operations Agreement

Currently, the MHOG Utility Department serves over 15,000 connections, with an estimated population of 25,000 people, making us the largest municipal sewer and water utility in Livingston County. We have grown to a staff of 27 full-time employees. As a result, as we neared the termination date for the existing contract, we evaluated if it made more sense now that we have matured as a department to fall under MHOG Board Oversight. We feel this change, which essentially keeps the current contract and structure in place, also provides the following further advantages:

- 1) Each township, with two voting members, will have a say in employee matters and overall operation of the department;
- 2) MHOG's whole purpose is providing utilities, therefore, the governing body will be able to focus on that task in a regional cooperative as considerations are made to staffing and equipment;
- 3) Reduce confusion for customers not in Genoa Township about why they are calling Genoa, or why Genoa is calling them on caller ID.
- 4) It removes from one township shouldering the potential liability associated with vehicles and large staff; and,
- 5) Will ensure long term accountability to each participating municipality operating more as a business.

Each Governing Board for the participating municipalities agreed with this assessment, approving a Memorandum of Understanding to convert operations back in October of 2025. Since that time, we have been working with our attorneys and MHOG committees on a new operations agreement.

Presented for approval tonight is the operations agreement for April 1, 2026 through September 30, 2031 as MHOG's fiscal year is October 1 through September 30. Of note, is that by approving the agreement, the allocation percentage and 6-month operating budget will also be approved. For the Howell Township Sewer System, the following are the annual labor and equipment changes for the coming year based on the updated allocation percentage and proposed budget.

Howell System Increase for New Budget on Annual Basis

System	Current	Proposed	%
Howell Twp. Sewer	\$371,051	\$376,364	1.4%

It should be noted that the current budget approved as part of this agreement is only for 6-months due to the change in fiscal year. A new budget will be presented in August of 2026 for each system that participates.

Conclusion

The MHOG Sewer and Water Authority, Genoa Township and the Genoa – Oceola Sewer and Water Authority have already approved the agreement. We are asking Howell Township for approval at this March 10th meeting. Thank you.

MHOG UTILITY SERVICES AGREEMENT

THIS AGREEMENT is made as of _____, 20__ by the Marion, Howell, Oceola and Genoa Sewer and Water Authority (“MHOG”), whose principal office is located at 1577 N. Latson Road, Howell, Michigan 48843, the Genoa-Oceola Sewer and Water Authority whose principal office is located at 2911 Dorr Road, Brighton, MI 48116 (“G-O”), Howell Township (“Howell”), whose principal office is located at 3525 Byron Road, Howell, MI 48855, and Genoa Charter Township (“Genoa”), whose principal office is located at 2911 Dorr Road, Brighton, Michigan 48116. This MHOG Utility Services Agreement (“Agreement”) shall be effective as of April 1 2026 (the “Effective Date”).

ARTICLE I-RECITALS

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

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

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

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

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

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

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

WHEREAS, On October 21, 2025, various parties including Genoa and MHOG entered a memorandum of understanding (“Memorandum of Understanding”) that, among other things, sets forth a process to transfer utility operations currently held by Genoa to MHOG; and

WHEREAS, Genoa originally operated a Utility Department with a separate DPW Fund (the

“Utilities Fund”) that provides utility services to the Systems; the staff of the Utility Department is referred to herein as the “Utilities Staff” and while the Utility Department is often referred to as the “MHOG Utility Department” in conducting its business, for the purposes of this Agreement it shall be referred to as the “Utility Department” as the Utility Department will be fully housed and operated by MHOG. Similarly, the DPW Fund previously under the control and jurisdiction of Genoa shall now be under the control of MHOG and referred to as Utilities Fund; and

WHEREAS, the intent of this Agreement is to memorialize the transfer of operation of the Utility Department to MHOG, while keeping most substantive terms and operations the same. In other words, MHOG is generally stepping into the shoes of Genoa for all aspects of utility operation.

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

ARTICLE II-OPERATION OF THE SYSTEMS

Beginning on the Commencement Date (as defined below) and during the term of the Agreement, MHOG agrees to provide, through the Utility Department, the staff, vehicles, supplies and materials needed to operate the Systems. Under the Memorandum of Understanding and pursuant to this Agreement, the parties including Genoa shall cooperate reasonably with MHOG to effectuate any other agreements and bills of sale to transfer necessary staff, vehicles, supplies, materials, and other assets to MHOG to operate the Systems.

The Utility Department agrees to operate the Systems in accordance with the terms and conditions of this Agreement, applicable law, and the permits, licenses, manufacturer's protocols, and specifications applicable to the operation and maintenance of the Systems. The Utility Department through its Utilities Director shall take direction from the governing board of each respective System with respect to the specific operation of each such System, and the ultimate responsibility, including any legal liability, for the operation of each such System shall remain with the governing body of each respective System. Each party hereby agrees that it will cooperate in good faith with the other and its agents, employees, representatives, officers, contractors, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement.

ARTICLE III-SCOPE OF SERVICES

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

Section 3.1 - Administrative and Support Services

Administrative staff to be employed by the Utility Department and assigned to the Systems shall consist of a Utility Director, a Deputy Utility Director - Water, a Deputy Utility Director - Wastewater,

and such other personnel as shall be necessary to perform the utility services described in this Agreement. A description of the duties to be carried out by the administrative staff is set forth in **Exhibit 1**.

Section 3.2 - Operation and Maintenance Services

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

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

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

Section 3.4 - Staffing Levels

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

Section 3.5 - Vehicle, Supply, and Material Levels

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

annual basis may be made by the Utility Department with prior notification to the governing boards of the Systems, and (iii) any modifications that result in an increase of the overall Utilities Fund Budget by more than 5% on an annual basis may be made by only with the prior written approval of the governing boards of each of the Systems except, that modifications made pursuant to the inclusion of additional systems pursuant to Section 5.7 shall not require additional approvals.

ARTICLE IV-CAPITAL PROJECTS

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

ARTICLE V-PAYMENT FOR SERVICES

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

Section 5.1 - Utilities Fund Budget

During the term of this Agreement, MHOG shall maintain a separate Utilities Fund Budget (the "Utilities Fund Budget") to track revenues and expenses associated with the staff, vehicles, supplies and materials and other expenses required to perform the administrative, operational, maintenance and billing services outlined in this Agreement. The fiscal operating year for the Utility Department is April 1st through March 31st. The 2025-2026 Utilities Fund Budget is presented in **Exhibit 6**. The Utilities Fund Budget shall be established annually and shall balance. Due to the operation of systems owned by various entities, MHOG shall be authorized to organize the Utilities Fund Budget and Utilities Fund to separate revenues and expenses by system and for proper accounting purposes as it deems fit.

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

Section 5.1.1 – Revenue

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

ending March 31, 2026.

Section 5.1.2 – Expenses

Expenses to the Utilities Fund shall include the payments made from the fund for labor costs for Utility Department employees (direct costs, benefits and indirect costs), insurance, taxes, fuel, repairs, vehicle purchases, outside consultants, computers, software, equipment, tools, vector services, and other items required to properly provide the services described in this Agreement, as well as any legal services and accounting services related to employees of the Utility Department or services provided by the Utility Department to the Systems pursuant to this Agreement. Budgeted expenses for the fiscal year ending March 31, 2026 are listed in **Exhibit 6**.

Section 5.2 – Allocation Percentages & Calculation of Labor and Equipment Compensation

The parties agree that for the fiscal year 2025-2026, the operational costs for the Systems shall be allocated based on the 2025 allocation percentages presented in **Exhibit 7**. Beginning on October 1, 2026, and in each subsequent year, the allocation percentage calculation shall be based on the formula presented in **Exhibit 7** and may change without amendment of this Agreement by following its terms. In January of each year, the Utilities Staff will re-evaluate the System allocations based on changes in the number of customers, piping, pump stations, and consolidation of systems, as illustrated in the formula. The Utilities Staff will then present the revised allocation to the governing boards of the Systems in January or February of each year and such revised allocation shall be considered for approval by the governing board of each System prior to the end of February of each year. The governing boards of the System shall use their best efforts to approve any proposed revised allocation, shall promptly state the basis for any rejection of any such allocation, and shall negotiate in good faith to ensure that a fair allocation is agreed upon no later than February 1st of each year. If the revised allocation is not approved by the governing board of each System as set forth above, the current allocation shall remain in effect for the fiscal year beginning on the following April 1. Set forth in **Exhibit 8** is a calendar illustrating the timing for the determination of the DPW's annual budget and annual allocation of costs to the Systems.

Section 5.3 - Base Payment for Services

The Utility Department shall invoice the Systems monthly for services provided by the approved allocation percentage of the annual Utilities Fund Budget, minus the fixed billing revenue. **Exhibit 6** documents how fiscal year 2025-2026 will be invoiced. Each subsequent year shall be invoiced in a similar manner. All such invoices for services shall be paid within forty-five (45) days after the invoice has been sent.

Section 5.4 - Surpluses and Shortfalls

As the annual monthly payments are based on the total anticipated expenses of the Utilities Fund Budget, surpluses and deficits may result at the end of the budget year for things such as employee departure, insurance adjustments, fuel prices, mechanical failures, utility service interruption or acts of nature. This adjustment will occur in August of each calendar year of this Agreement following

completion of the annual audit of the Utilities Fund. Surpluses or deficits will be adjusted back to each System based on the allocation percentage unless one or more Systems causes a substantial or disproportionate change in the Utilities Fund Budget, in which case such System shall bear the resulting change in cost. An example of an event that might cause a disproportionate change includes, but is not limited to, serious mechanical failures of a system, power outages, system failures, or acts of God (lightning, fire, flood, etc) that cause the Utility Department to incur significant additional costs to keep such system operational.

Section 5.5 - Annual Budget Adjustment

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

Section 5.6 - Additional Payments by the Governing Boards

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

Section 5.7 - Procedures for Providing Services to Additional Systems

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

Section 5.7.1 - Notification of Request

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

Section 5.7.2 - Preliminary Staffing and Financial Assessment

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

Section 5.7.3 - Approval by Governing Boards

A preliminary staffing and financial evaluation that projects improved operation and cost savings will be presented to each governing board of the Systems. Prior to providing such utility services to the requesting third party, the governing board of each System will need to approve by resolution the services that will be performed, the costs that will be charged to such third party and the manner in which the staff and legal costs associated with providing utility services to such third party will be paid. Additionally, the governing board of each System will also be required to approve any revision to the Utilities Fund Budget that exceeds by 5% the then current Utilities Fund Budget and any revisions to the allocation of costs provided by Section 5.2 of this Agreement.

Section 5.7.4 - Billing Only Duties

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

Section 5.8 - Reserve Funds

Section 5.8.1- Fund Balance & 2/3 Majority Vote for Minimum to Increase

The target fund balance in the Utilities Fund at the end of each fiscal year during the Term of this Agreement shall be \$100,000 following the annual audit of the Utilities Fund, with the exception of the other reserve funds, which shall be maintained as described in Section 5.8.2. To the extent that the Utilities Fund has a balance greater than the above following the annual audit of the Utilities Fund, then excess amounts shall be returned to the parties hereto based on the same allocations on which such funds were paid to the Utilities Fund. If the Utilities Fund balance falls below three quarters of the amount above at the end of any fiscal year following the annual audit of the Utilities Fund, MHOG may adjust the budget for the following year to replenish the Utilities Fund Budget to the target fund amount. The minimum reserve figure above may be increased under this Agreement upon a 2/3 majority vote of the Directors of MHOG.

Section 5.8.2 Other Reserve Funds

As part of the Utilities Fund Budget, MHOG shall maintain segregated reserve funds for the financial protection of all participating utility systems. The funds shall be maintained as presented below. The numbers presented below may be increased under this Agreement upon a 2/3 majority vote of the Directors of MHOG.

Equipment Reserve Fund: This fund shall be used to replace or add additional vehicles and equipment as needed to serve the utility systems. The fund shall maintain a minimum balance of \$200,000 and a maximum balance of \$600,000.

Personnel Reserve Fund: The fund shall be established to fund employee items such as

unemployment payments, severance pay outs, or defense of employee allegations. The fund shall strive to have a minimum balance of \$50,000 and a maximum amount of \$150,000.

Health Reimbursement Account Reserve: As part of an effort to lower health insurance costs, MHOG shall pay annual health reimbursement account self-insurance. The reserve fund is set to cover any overages to the budgeted utilization of health reimbursement by employees. The fund shall have a minimum balance of \$25,000 and a maximum balance of \$75,000.

ARTICLE VI-TERM AND TERMINATION

Section 6.1 - Term

This Agreement shall be considered to begin on the date of the last signature of a required party (the "Commencement Date") and shall last through an initial term until October 1, 2031. Thereafter, this Agreement will automatically renew for successive five (5) year terms each, unless written notice of termination is provided by a party to this Agreement to the other parties not more than one hundred eighty (180) days and not less than ninety (90) days prior to the end of the then current term. In such event this Agreement shall only terminate as to the terminating party(ies) provided that the remaining parties can agree on an amended budget under Section 5.1 above and new allocation percentages under Section 5.2 above. In the event that a party elects to terminate this Agreement without cause, and that party creates employment positions (or third party contractor positions) to operate its Systems, that party shall provide first preference for any such positions to any Utilities Staff that are, or will be, displaced (or laid off) as a result of that party's election to terminate. In the event that any Utilities Staff are laid off as a result of a party terminating this Agreement without cause and said Utilities Staff are not hired by the terminating party, then the terminating party shall, on a quarterly basis, reimburse MHOG for all unemployment costs incurred by MHOG as a result of said layoff(s) for a period of one (1) year from the effective date of said termination.

Section 6.2 - Events of Default and Remedies

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

force and effect as to the non-defaulting parties, provided that the non-defaulting parties can agree on an amended budget under Section 5.1 above and new allocation percentages under Section 5.2 above.

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

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

In addition to the other termination options under this Agreement, the parties to this Agreement shall have the right to terminate this Agreement in the event that the annual budget presented by the Utility Department in March of each year, pursuant to Section 5.5 of this Agreement, exceeds by more than 10% the Utilities Fund Budget for the then current fiscal year. Any modifications previously approved by the governing boards of the Systems (including, but not limited to, modifications approved under Sections 3.4, 3.5 and 5.7.3 of this Agreement) shall be excluded from the calculation of whether the 10% threshold has been exceeded. In order for a party to terminate this Agreement pursuant to this Section, such party must provide written notice to the other parties to this Agreement no later than April 15th following the presentation of the annual budget and in such case, the then current Utilities Fund Budget shall remain in place and this Agreement shall terminate on the following June 30.

ARTICLE VII-INSURANCE

Section 7.1 - Insurance Provided by Genoa Township

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

- (1) General Liability with a combined single limit in the amount of \$5,000,000.
- (2) Sewer Backup Coverage in the amount of \$250,000.

Section 7.2 - MHOG Insurance

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

- (1) General Liability Insurance and Vehicle Liability Insurance with a combined single limit in the amount of \$5,000,000.
- (2) Property insurance in amounts sufficient to cover real property owned by MHOG.
- (3) Worker's Compensation Insurance in compliance with the laws of the State of Michigan, covering MHOG employees engaged in the performance of services, to the required statutory amount.

Section 7.3 - G-O Insurance

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

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

Section 7.4 - Howell Township

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

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

ARTICLE VIII-DISPUTE RESOLUTION

Section 8.1 - Appointment of Panel

The parties agree that any and all claims, controversies or actions arising out of the terms, provisions or subject matter of this Agreement shall be referred to a panel (the "Panel") consisting of three (3) representatives (the "Representatives"). The Utility Department shall appoint one (1) representative to the Panel, the governing bodies of the Systems shall collectively appoint one (1) representative to the Panel and the two (2) representatives shall mutually agree on a third representative for the Panel. Such appointments shall be made by the parties within fifteen (15) days of written notice of a dispute or claim.

Section 8.2 - Additional Remedies and Arbitration

Notwithstanding the provisions of Section 8.1, if the claim or dispute is not resolved by the good faith negotiations of the Representatives within sixty (60) days of appointment, any of the parties to this Agreement, subject to the following, may seek any remedies available at law and/or in equity to resolve the dispute. Additionally, the parties to this Agreement may, if they mutually agree in writing, submit any claims, disputes or other matters in question arising out of or relating to this Agreement or breach thereof to arbitration in accordance with the Arbitration Rules of the American Arbitration Association,

currently in effect, or such other rules of arbitration to which they may mutually agree. The arbitration shall be conducted in a location selected by mutual agreement of the parties. The costs of the arbitrator shall be shared equally by the parties. Each party shall be responsible for the costs of its own legal counsel, witnesses and documents it submits to the arbitrator. The arbitrator shall have no authority to change any provision of this Agreement, and the arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement in accordance with the laws of the State of Michigan. If the parties mutually agree to settle a claim, dispute or other matters in question between them by arbitration, the award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with the applicable law and any court having jurisdiction thereof. Any and all awards shall be in writing and shall give the arbitrator's supporting reasons for the award. It is expressly understood and agreed that any agreement to submit a particular claim, dispute or matter to arbitration shall apply only to that claim, dispute or matter and shall not be binding upon any other claims, disputes or matters which may arise between the parties.

Section 8.3 - Covenant to Continue Work

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

ARTICLE IX – MISCELLANEOUS

Section 9.1 - Assignment

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

Section 9.2 - Choice of Law and Forum

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

Section 9.3 - Entire Agreement

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

Section 9.4 – Notices

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

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

Notices to be given to MHOG will be addressed to:

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

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

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

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

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

Section 9.5 – Severability

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

Section 9.6 - Amendment or Modification of Agreement

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

Section 9.7 - Third Party Beneficiaries

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

Section 9.8 – Counterparts

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

Section 9.9 - Required Taxes, Insurances, Fees and Documents

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

{signature page follows}

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

Agreed hereto:

MHOG

Date: _____, 2026

By:
Its: Chairperson

GENOA-OCEOLA SEWER AND WATER
AUTHORITY

Date: _____, 2026

By:
Its: Chairperson

GENOA CHARTER TOWNSHIP

Date: _____, 2026

By:
Its: Supervisor

HOWELL TOWNSHIP

Date: _____, 2026

By:
Its: Supervisor

Exhibit 1

Utility Department Support Services Division Statement of Duties

The Utility Department Support Services Division (SSD) shall perform such duties and responsibilities as directed from time to time by the System Boards. The following duties and responsibilities shall be performed by the SSD Staff, unless otherwise directed by the System Board:

Attend all System Board and Committee meetings. Currently the MHOG and GO Boards meet once per month and the Howell Township, Oak Pointe and Lake Edgewood systems are reviewed as necessary.

Approve chemical and supply orders from the plant and facilities operator.

Approve all invoices associated with operation of the System and allocate the expense to the appropriate line item within the System O&M Fund or the Utility Fund.

Oversee compliance of the Utility Operation and Maintenance Staff with the contract conditions (i.e. assure fire hydrants are pumped out on time, perform spot inspections, upkeep of plant maintenance, pump stations are checked in).

Oversee compliance of the Meter Service, Reading, Billing, and Receipting Staff with the contract conditions (ie. Meters maintained and read, bills sent out).

Bid subcontracted maintenance items such as lawn mowing and make recommendations to the System Board or Committee.

Make recommendations to the System Board(s) or Committee(s) considering capital improvements required to meet demand or flow conditions within the System or to provide improved monitoring, pressure modifications, or improved reliability and/or redundancy.

Make recommendations to the System Board(s) or Committee(s) regarding proposed capital improvements proposed by developers and townships.

Work with the accountant and consulting engineer on capital improvement plans.

Serve as a liaison between the System and the Michigan Department of Environment Great Lakes and Energy (EGLE). Address regulatory inquiries, inspections, violations and compliance.

Provide the System Board or Committee with staff recommendations on consulting engineering

proposals.

Serve as a liaison with the public and press in the event of a system failure, water main break, sanitary sewer overflow, etc. Complete correspondence with the EGLE for system failure events as necessary.

Provide a status report at the System Board or Committee Meetings.

Provide annual estimated budget expenses for each line item in the System's Operation and Maintenance Fund.

Oversee the operation of the Systems.

Hire operations personnel as necessary to complete the services outlined in **Exhibits 2 and 3**.

Oversee the general welfare of the Systems.

Coordinate and oversee the review of construction plans prepared by consulting engineers, with the exception of Howell Township Sanitary Sewer.

Review reports and plans prepared by consulting engineers and make recommendations to the System Board or Committee.

Recommend annual maintenance activities to the System Boards and Committees.

Oversee the submittal of construction plans to EGLE for permits.

Oversee the maintenance of electronic copies of conforming to construction record drawings.

Maintain and update GIS System for the Utility Systems showing the System's distribution and collection lines, including water hydrants and valves and sanitary sewer structures.

Oversee the maintenance of an up to date model of the MHOG water distribution system.

Provide recommendations to the System Board(s) or Committee(s) on distribution system or collection system improvements.

Oversee the development of a system wide database and management of the system data, including conforming to construction record drawings, water system production and distribution data, sanitary system treatment and collection system data, and customers connected to the Systems.

Host, Maintain, and Update the MHOG.org website with customer information for the MHOG System, Genoa-Oceola System, Howell Township, and Genoa Township Systems.

Serve as a host for maintenance tracking software to document inventory, work orders, and system components.

Oversee new development so that it is constructed in conformance with the approved Design Standards and Connection Manual.

Serve as a liason with the public, press, and media.

Exhibit 2a

Water Division Statement of Duties

Overview

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

Plant Operation

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

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

Distribution System

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

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

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

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

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

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

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

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

Conduct record management and maintenance of treatment and flow data.

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

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

Perform MISS DIG services

Performing other duties as necessary to maintain quality service

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

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

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

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

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

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

Exhibit 2b

Utilities Staff Waste Water Division Statement of Duties

Overview

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

Plant Operation

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

- Staffing to meet daily treatment demand
- Maintenance of equipment including routine cleaning and lubrication
- Equipment Inspections and Adjustments
- Laboratory Analysis and Testing
- Data management and record keeping
- Preparation and prompt delivery of all applicable and required filings including monthly MRO Reports, CMR Reports, DMR Reports to regulatory agencies as required by law
- Maintenance of controls and instrumentation
- Coordination of Biosolids residual removal
- Maintain Buildings and Grounds including:
 - Recommending necessary painting projects to Authority Board
 - Bidding and hiring of lawn and snow removal services
 - Coordinating waste disposal services
- Performing other duties as necessary to maintain quality service

Collection System

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

Maintenance of pump stations including grinder pumps.

Maintenance and repair of air release valves.

Repair of valve boxes, curb stops, and valves as necessary. Performing and/or coordinating emergency repairs of wastewater collection components and lines

Conducting regulatory and public notifications, advisories, and SSO Events

Conduct record management and maintenance of treatment and flow data.

Record management of work orders for grinder and other repairs.

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

Coordinate annual sewer cleaning activities

Perform MISS DIG services

Performing other duties as necessary to maintain quality service

Miscellaneous Services

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

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

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

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

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

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

Exhibit 3

Meter Service, Reading, Billing and Receipting Services Under Support Services Division Statement of Duties

Meter Installation - Permanent

Receive and File Meter Sales Forms

Schedule with Customers Order and Pick-up and or Delivery of Specialty Meters (>1-inch)

Maintain inventory of meters

Schedule appointments with customers for meter installations

Perform Meter Installs

Obtain Backflow Certificate

Install Meter and Reading Device

GPS Location for Vehicle Based Reading Unit

Complete Work Order with Meter and Head Numbers for Input into Billing Software

Utilize Work Order to Set-Up a New Customer Account or Update for Irrigation Install

For commercial account, select hazard classification and add to Hydrocorp Inc. list for Backflow and Cross Connection Inspection

Input GPS Points

Input Backflow Control Device for residential and irrigation accounts

File Installation Paperwork

Locating curb stops for builders and homeowners.

Meter Installation – Seasonal

Schedule Spring Installation for Water Only Seasonal Irrigation or Recreational Meters (~50 Meters Total)

Send out notification letters to each account

Require backflow device test during installation

Install meters at scheduled times

Turn on water services

Test radio read device

Obtain Backflow Certificate

Schedule Fall Removal for Water Only Seasonal Irrigation or Recreational Meters (~50 Meters Total)

Send out notification letters to each account of winterization responsibilities

Remove meters

Obtain final reads on each account

Shut down water services

Meter Reading & Billing

R-Type MXU accounts are loaded into vehicle based reading route

M-Type MXU accounts are loaded into handheld reading unit and /or future vehicle based unit

Radio reads are obtained in the field

Audit of non-reads by MXU units are added to manual read accounts

Each non-read manual is visited to obtain a read

Non reads are added to repair list and letters are sent to customer requesting appointments.

Each read is audited by:

- Verifying of account information

- Each read is compared to previous quarter

- Contact made with each customer with read outside normal range, accounts are noted when a homeowner is gone during the winter months.

- Research reads that show no usage.

- Identify if there is a leak. If leak is found, determine if sewer or water only.

- Adjust accounts as necessary

- Identify Repairs and Perform Site Visits, including but not limited to:

 - Assisting Homeowners with identifying leaks

 - Change out of meter heads

 - Researching as to why a home or business may not have irrigation usage over summer. (Irrigation System may have bypass installed).

Following of Audit, meter reads are posted to accounts

Following posting of accounts, bills are printed

Printed bills are separated and sorted for post office

Bills are placed in batches for apartment complexes, condos, etc... to save on postage

Postage is calculated, and payment and delivery of bills is made to post office.

Copy of Howell Township's meter reads are forwarded to Howell Township along with all supporting documents.

Post Meter Reading and Billing

As referenced above, between billing cycles:

- Non-reads are scheduled for maintenance which may include:

 - Installation of an external MXU

 - Re-wiring from reading unit to meter

 - Change out of faulty or clogged meter

 - Change out of meter head

 - Frequently, the above task require preparation of mailings to customers to obtain home access

- Record any account or equipment changes in Billing Software.

- Transfer of Delinquent balances to Place on Tax Rolls

Handling of All Bankruptcy Accounts which includes:

Chapter 7 – If is debt discharged balances are written off

Chapter 13 – Balance that is owed at time of filling is transferred to an additional account with payments being applied from Trustee only.

All bankruptcy amounts must be broken down into water and sewer dollars.

Obtaining Final Reads and Preparation Final Bills from Property Sales

Final bills are printed once a month, however, the majority of final bills are faxed directly to the title company that is holding escrow, this is done daily.

Answering of customer account changes and complaints, questions on bills and scheduling of inspections for leaks.

Provide assistance to customers accessing & making Payments using MHOG's on-line bill paying web site by taking verbal Credit or Debit card payments from customers over the Phone.

Miscellaneous Services

Tracking and service shut-off of foreclosures

Cross Connection Program and Consumer Confidence Reports

Software Upgrades & Annual Maintenance & Software Support Fees

Response to Township request for usage history

Preparation of billing reports for commercial account audits

Preparing Billing Summaries & Account Receivable Reports by District & Township

Entering any adjustments on customer accounts, example: NSF Checks, removing payment.

Keeping track of all meters installed for each subdivision or complex. Any meters not installed yet are checked to make sure lot is still vacant.

Maintaining list of all paid and unpaid meter packages, always checked before meter package is installed in new home.

Bill Collection

Opening mail

- Matching check to payment stub
- No stub included – look up information and write ticket
- From closing companies - looking up to make sure new owner is set up on system

Posting payments

Balancing posting

- Add checks and cash to balance to posting amount
- Write out deposit ticket
- Run posting reports
- Commit batch after balancing

- Put reports into Utility Receipts binders

Deposit to bank

Customer relations

- Taking payments over the counter
- Taking phone calls from customer
- Solving problems for customers
- Collect NSF's

Payments on line

- Retrieve via Email from Billing Software total amount submitted the day before
- Run posting reports
- Next day verify monies in bank match on line payment total
- Commit batch
- Put reports into Utility Receipts binders

Delinquents to Tax Rolls

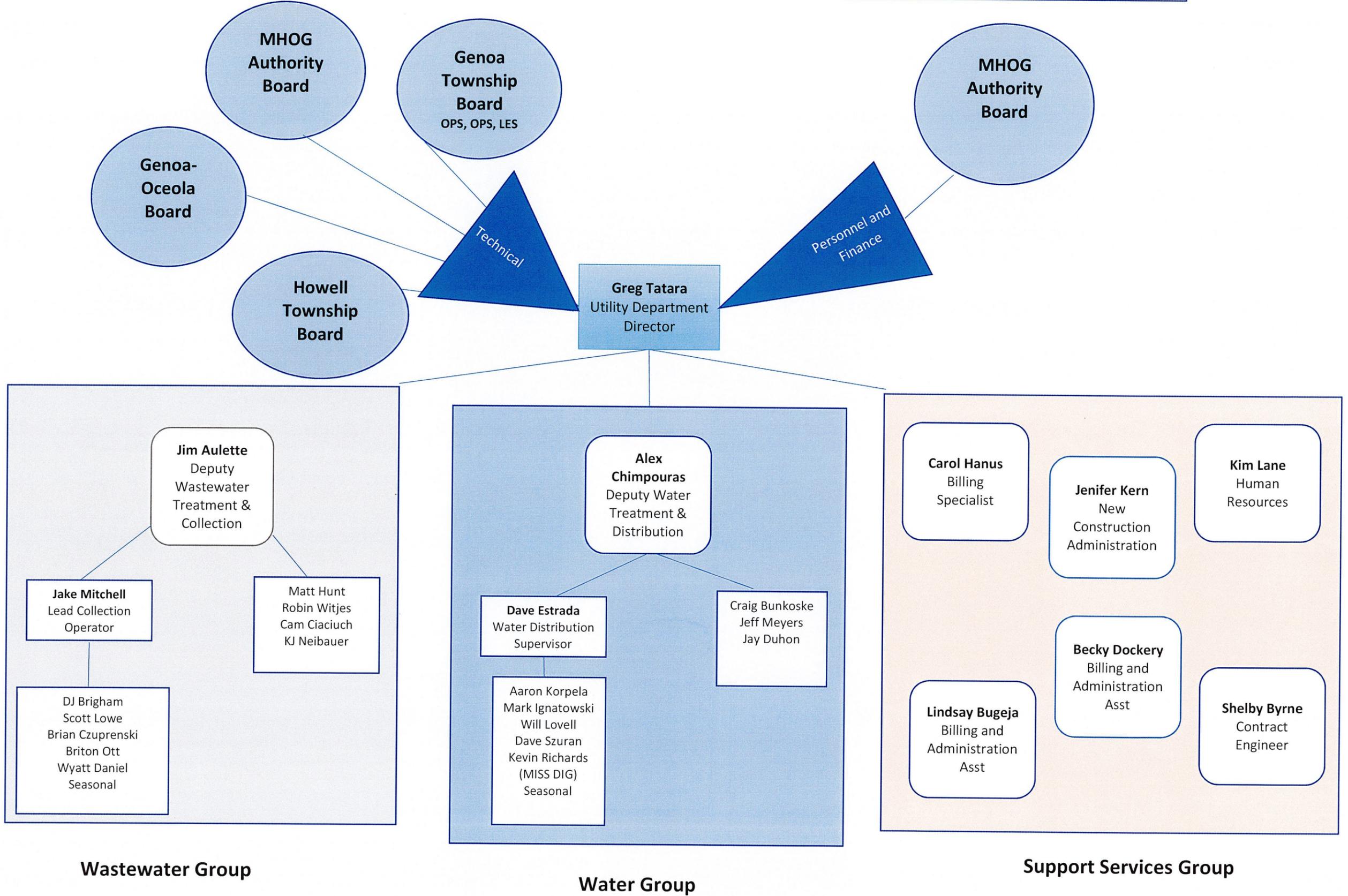
- Work with Billing Specialist to transfer delinquents to tax rolls
- Special handling of paid delinquents from Sept – Nov
- Disburse delinquent amounts paid to individual townships so they can mark their tax roll accordingly

Balancing Account and Distributing Funds

- Make Excel Sheets from G/L Distribution Daily Reports, to give breakdown of sewer & water by district
- Using spreadsheet enter Deposit totals into Quick Books
- Enter any fees (Merchant Fees) etc
- Do Journal Entries - Non Sufficient Fund's (NSF's)
 - adjustments to statement
- Any refunds made on finals throughout the month
- Do checks for distribution
- Once Chart of Account Balances, print and distribute checks to each district
- Reconcile Account for the month

Close communication is required between the persons billing (finals), receipting (NSF's) and balancing throughout the month to insure balancing at the end of the month.

Exhibit 4 - MHOG Utility Department Organization Chart



Wastewater Group

Water Group

Support Services Group

Exhibit 5

Vehicle, Supply, and Material Levels

Vehicles

A minimum of 28 vehicles will be provided to service the systems. Specialized vehicles will include:

One Ton Crane Truck - (1)

Plow Truck - (4)

Truck with 80 Gallon Fuel Tank and Transfer Pump - (2)

Vacuum Extraction Van (Grinder Van) – (1)

F-750 (or Equivalent) Crane Truck (1)

Supplies and Materials

Safety equipment including:

- Confined space entrance equipment including gas detectors,
- Individual PPE
- Traffic safety vests
- Eye protection
- Other job specific safety requirements

Paper and Office supplies

Computers and Software

Uniform Shirts

Meter Reading Equipment

Billing Software

Accounting Software

GIS Software

Map Work Order Management System (Central Square[®] Software)

E-mail for Staff

Mobile Phone Systems

MISS DIG Accounts and Marking Equipment

MHOG Website

EXHIBIT 6
 MHOG UTILITY DEPARTMENT FUND #233
 BUDGET TO ACTUAL REPORT FOR YEAR ENDING 3/31/25 COMPARED TO
 ACTUAL REVENUES AND EXPENSES FOR 9-MOS ENDING 12/31/24
 PROPOSED 6-MO BUDGET FOR FY ENDING 9/30/26

ACCOUNT#	ACCOUNT DESCRIPTION	AMENDED BUDGET FOR YEAR ENDING 3/31/26	BUDGET FOR YEAR ENDING 3/31/2027	PROPOSED BUDGET FOR 6-MO ENDING 9/30/2026	NOTES
REVENUES					
233-000-400-000	FEES - EXCLUDING OPER LABOR				
233-000-626-005	MARION SEWER (BILLING ONLY)	29,500	28,000	14,000	
233-000-626-008	LAKE EDGEWOOD WATER (BILLING ONLY)	4,092	4,150	2,075	
233-000-626-002	HOWELL-TOWNSHIP-BILLING-				
	SUBTOTAL - FEES EXCLUDING OPER LABOR	33,592	32,150	16,075	
FEES - INCLUDING OPER LABOR					
233-000-626-010	OAK POINTE WATER	278,941	289,471	150,628	
233-000-626-011	OAK POINTE SEWER	347,930	359,289	186,958	
233-000-626-013	MHOG WATER	1,594,588	1,699,562	884,378	
233-000-626-014	LAKE EDGEWOOD SEWER	130,893	125,908	65,517	
233-000-626-015	GENOA/OCEOLA SEWER	1,005,754	1,073,160	558,426	
233-000-626-007	HOWELL TOWNSHIP	371,051	374,978	195,123	
	SUBTOTAL - FEES INCLUDING OPER LABOR	3,729,157	3,922,367	2,041,030	
VACTOR TRUCK					
233-000-626-016	OAK POINTE WATER	4,000	-	-	
233-000-626-017	OAK POINTE SEWER	21,658	-	-	
233-000-626-018	MHOG WATER	20,000	-	-	
233-000-626-019	LAKE EDGEWOOD SEWER	12,000	-	-	
233-000-626-020	GENOA/OCEOLA SEWER	58,000	-	-	
233-000-626-021	HOWELL TOWNSHIP	18,500	-	-	
	SUBTOTAL - VACTOR TRUCK REVENUE	134,158	-	-	
OTHER INCOME					
233-000-672-001	MISCELLANEOUS	7,335	9,000	4,500	
233-000-628-003	CONSTRUCTION FEES	10,000	15,000	7,500	
233-000-665-001	INTEREST INCOME	14,000	12,000	6,000	
	HUMAN RESOURCES REIMBURSEMENT			34,000	
	SUBTOTAL - OTHER INCOME	31,335	24,000	52,000	
	TOTAL REVENUE	3,928,242	3,978,517	2,109,105	
EXPENDITURES					
233-600-801-071	ACCOUNTING				
233-600-801-072	AUDIT SERVICES	4,000	4,500	4,500	Still have to complete Audit from Previous Year
233-600-801-073	ACCOUNTING OVERSIGHT SERVICES	8,500	8,500	4,500	Oversight of new accountant, audit prep
	CONTRACT ACCOUNTANT		53,000	34,000	\$11K set up fee and \$3,500 per month
	TOTAL ACCOUNTING EXPENSES	12,500	13,000	43,000	
AUTO/TRUCK EXPENSES					
233-601-860-001	FUEL	60,082	59,184	30,000	Half of typical year, we budgets \$3 per gallon, we pay \$0.7 per gal under list price
233-601-991-009	LOAN PAYBACK	100,000	-	0	Can We pay off with what we have and go to zero
233-601-932-001	ROUTINE MAINTENANCE	40,000	31,263	20,000	Wil need tires and breaks on several vehicles, usually in summer
233-601-936-001	DEDUCTIBLE/BODY DAMAGE REPAIR	2,486	2,500	1,000	500 per vehicle
233-601-936-002	AUTO INSURANCE	23,418	27,000	20,000	Two more vehicles, plow and new grinder van, \$800 per year
	TOTAL AUTO/TRUCK EXPENSES	225,986	119,946	71,000	
ADMINISTRATIVE EXPENSES					
233-602-803-009	RECEIPTING & IT SERVICES	34,000	85,000	42,500	IT is 40% time on MHOG item + 40% receipting person in treasurer's office
233-602-801-004	OFFICE RENT & SUPPLY	27,000	20,400	10,200	1,200 s.f. at \$17 per square foot
233-602-940-001	HERBST BARN RENTAL	16,000	16,000	8,000	Same price per year for 10 year lease
	TOTAL ADMINISTRATIVE EXPENSES	77,000	121,400	60,700	
COMPUTER/SW EXPENSES					
233-603-948-001	COMPUTER HARDWARE EXPENSES	3,172	2,800	1,400	Potential for one new computer, replaced over 10 in FY 25 and 26
233-603-948-002	BSA Utility Billing Module	6,808	12,500	12,500	\$3,250 for implementation and \$9,000 Annual - May 2026
233-603-948-005	Web Site Maintenance	1,949	2,000	2,000	Hosting of MHOG.org annually
233-603-948-006	Other (Software Upgrades, etc)	5,531	1,500	1,500	Smaller programs such as adobe
233-603-950-001	Security Cameras at Barns & internet	2,741	3,000	1,500	Annual comcast internet monthly bill
	AIR CARDS/JETPACKS	7,389	8,250	4,125	Remote web access for Microsoft Cloud for remote check-ins
	Website Upgrades, ADA Compliance	0	10,000	5,000	Need to upgrade to ADA Readability by April 2027
	Quickbooks		13,200	6,600	New On - Line Quickbooks Accounting Software
	Teamviewer		4,100	4,100	Remote access to SCADA for Operators (usually June)
	E-mail Exchange Server		4,200	2,100	No longer email server based, cloud email
	TOTAL COMPUTER/SW EXPENSES	27,590	61,550	40,825	
PROFESSIONAL DEVELOPMENT					
233-604-910-001	EMPLOYEE TRAINING	6,500	7,500	3,750	Each employees training, license continuing ed, exam prep, etc.
233-604-910-002	ALL STAFF INTERNAL TRAINING	3,826	2,500	1,250	CPR& FIRST AID, CONFINED SPACE
233-604-910-003	EMPLOYEE ENGAGEMENT		2,000	1,000	Promote employee engagement activities
	TOTAL PROFESSIONAL DEVELOPMENT	10,326	10,000	5,000	
233-606-959-001	CONTINGENCY	0	-	0	
233-608-709-001	EMPLOYER'S PAYROLL TAXES	159,834	170,719	85,359	
GIS & WORK ORDERS					
233-609-977-003	MAINTENANCE OF CENTRAL SQUARE	1,395	2,500	1,250	Assistance with problems, new work order set up, GIS integration
233-609-977-009	ANNUAL CENTRAL SQUARE DUES	12,728	13,000	13,000	Annual software licensing - Pay in July
233-609-977-005	ARC GIS ON-LINE LICENSES	11,240	12,000	12,000	Pay in June, annual GIS license fee
233-609-977-006	Near Map License	5,396	5,500	5,500	3x per year aerials for MISS DIG and GIS - Pay in Summer
233-609-977-007	ROUTINE GIS MAINTENANCE	25,850	25,000	12,500	Pay Giffles Webster contract employee to update GIS System
	TOTAL GIS	56,609	58,000	44,250	
INSURANCE					
233-612-840-005	BC/BS MICHIGAN	472,060	524,133	262,066	Estimated insurance rates based on current employees, no changes
233-612-840-006	EHIM	35,320	66,885	33,443	Estimate based on anticipated utilization
233-612-836-001	EHIM RESERVE	15,000	-	0	Fund based on non utilized EHIM Self Insurance
233-612-836-001	WELLNESS PROGRAM	3,750	7,865	3,933	
233-612-844-001	LIFE/DISABILITY	28,160	21,358	10,679	
233-612-844-002	WORKERS COMPENSATION	39,140	40,979	20,489	
233-612-936-003	PROPERTY/LIABILITY INSURANCE	22,225	24,224	12,112	
233-612-844-003	DENTAL INSURANCE	35,608	38,249	19,124	
	TOTAL INSURANCE	651,263	723,691	361,846	
233-613-804-001	LEGAL FEES	35,000	5,000	5,000	

MHOG UTILITY DEPARTMENT FUND #233
 BUDGET TO ACTUAL REPORT FOR YEAR ENDING 3/31/25 COMPARED TO
 ACTUAL REVENUES AND EXPENSES FOR 9-MOS ENDING 12/31/24
 PROPOSED 6-MO BUDGET FOR FY ENDING 9/30/26

ACCOUNT#	ACCOUNT DESCRIPTION	AMENDED BUDGET FOR YEAR ENDING 3/31/26	BUDGET FOR YEAR ENDING 3/31/2027	PROPOSED BUDGET FOR 6-MO ENDING 9/30/2026	NOTES
233-615-742-001	CREDIT CARD FEES	6,130	-	0	
233-616-742-001	EMPLOYEE RECRUITING				
233-616-742-003	ADVERTISING	1,200	2,500	1,250	Only if have to hire employee, do have a base membership on hire mojo
233-616-742-004	BACKGROUND CHECK	0	500	250	
233-616-742-005	PRE-EMPLOYMENT PHYSICALS/DRUG SCREEN	45	1,000	500	
233-616-742-006	CDL PHYSICALS AND DRUG TESTING	1,340	1,000	500	
	TOTAL EMPLOYEE RECRUITING	2,585	5,000	2,500	
233-617-751-008	OFFICE EXPENSES				
233-617-934-001	FURNITURE/CAPITAL	0	-	0	
233-617-750-099	SUPPLIES	9,956	10,000	5,000	Paper, chairs, print services for bills, etc.
233-617-851-001	POSTAGE & SHIPPING	10,845	12,000	6,000	Mailing of bills, postage rates
	TOTAL OFFICE	20,801	22,000	11,000	
233-618-965-001	OTHER EXPENSES	0	-	0	
233-630-702-001	SALARIES				
233-627-715-001	RETIREMENT	212,500	225,929	112,964	3% Cost of Living Adjustment, Review and Merit Increase for October
233-630-702-002	STRAIGHT TIME	1,850,000	1,981,555	990,778	
233-630-702-007	OVERTIME	150,821	193,741	96,871	
233-630-702-011	CONTRACT ENGINEER COMPENSATION CALCULATION	66,575	68,000	34,000	
	Paychex Payroll Service	5,000	10,000	10,000	Contract with Rahmberg, Stover & Associates, complete in first 6 - mo
	TOTAL SALARIES	2,284,896	2,479,225	1,244,613	Cost for contracted monthly payroll service
233-640-753-001	SUPPLIES & TOOLS	7,500	10,000	5,000	Meter reading equipment and all system tools such as valve wrench's, keys, etc.
233-651-853-001	TELEPHONE				
233-651-853-003	ANSWERING SERVICE	3,700	4,000	2,000	Pay by cost per call, as customer's increase, call volume increases plus increases
233-651-853-004	CELL PHONE ALLOWANCE	25,600	26,010	13,050	Cost to all staff to carry cell phone for on call and communication
233-651-853-005	CELL PHONES	445	500	225	Spare phone we have in case on call operator loses / damages phone
233-651-853-007	CUSTOMER LINE	603	650	325	1-800 number for customers
	TOTAL TELEPHONE	30,348	31,160	15,600	
233-699-995-861	TRANSFERS TO EQUIPMENT RESERVES	80,000	125,000	97,500	With 30 vehicles, need to budget to replace avg. of 3 per year at \$65K per
233-699-995-862	TRANSFERS TO PERSONNEL RESERVES	1,000	1,000	5,000	Need to increase personnel reserves
233-705-767-001	UNIFORMS & PROTECTIVE CLOTHING				
233-705-767-002	UNIFORMS/Pants/Boots/Safety Clothing	18,000	21,825	10,913	All safety and uniforms for staff
	TOTAL UNIFORMS & PROTECTIVE CLOTH.	18,000	21,825	10,913	
233-706-767-006	VECTOR TRUCK				Vector No Longer in DPW
233-706-932-050	VT - FUEL	2,300			
233-706-932-051	VT - EQUIPMENT/TOOLS	1,800			
233-706-932-052	VT - ANNUAL TRANS TO RESERVES	100,000			
233-706-934-040	VT - REPAIRS	30,058			
	TOTAL VECTOR TRUCK	134,158			
	TOTAL EXPENDITURES	3,841,526	3,978,517	2,109,105	If had full year, budget would increase 3.57%
	CHANGE IN FUND BALANCE	86,716	0	0	
	BEGINNING FUND BALANCE	75,000.00	75,000.00	75,000.00	
	LOAN REPAYMENT - ADDITIONAL	0.00	0.00	0.00	
	REFUNDS TO W/S DISTRICTS	-86,716.00	0.00	0.00	
	ENDING FUND BALANCE	75,000.00	75,000.00	75,000.00	
		3/31/2026	3/31/2027	9/30/2026	

**Exhibit 7
MHOG FY2026 System Labor Equipment Percentage Calculation**

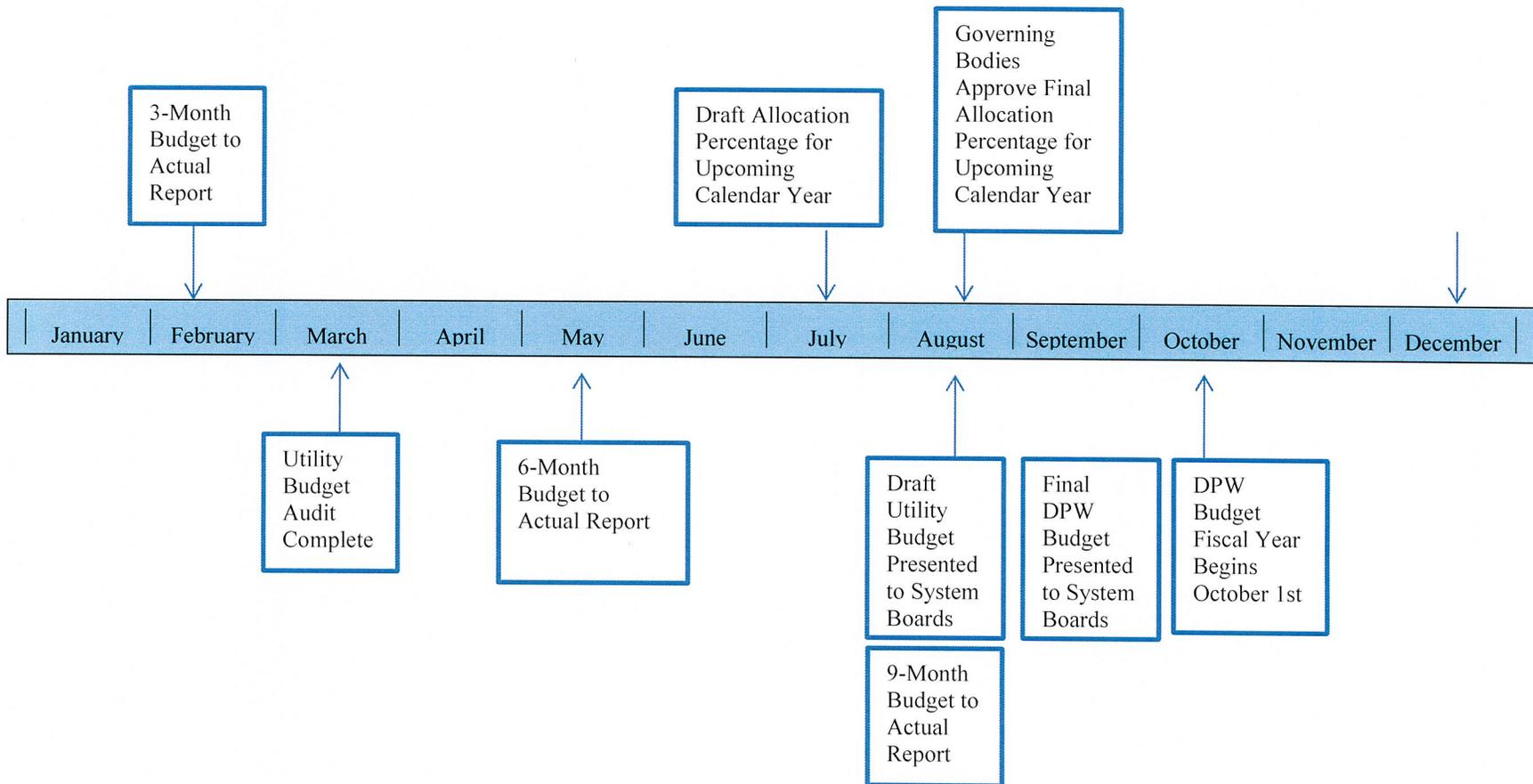
System	Billed Connections	%	Miles of Pipe	%	Avg. Daily Flow (2024)	%	Storage / Pump Station with Daily Checks	%	Full Time Staff Equivalents to Operate	%	Annual Budget	%	Grinder Pumps or Hydrants	%	Total Avg.
MHOG	6,406	42.42%	156.42	45.83%	1,893,000	48.45%	8	32.00%	8.5	31.48%	\$3,537,639	33.63%	1,757	69.47%	43.33%
Genoa-Oceola	4,887	32.36%	94.29	27.63%	1,385,564	35.47%	8	32.00%	8.5	31.48%	\$2,980,177	28.33%	108	4.27%	27.36%
Oak Pointe Sewer	1,349	8.93%	31.73	9.30%	0	0.00%	2	8.00%	2.5	9.26%	\$1,214,285	11.54%	432	17.08%	9.16%
Oak Pointe Water	934	6.19%	15.46	4.53%	276,030	7.07%	3	12.00%	3	11.11%	\$533,250	5.07%	144	5.69%	7.38%
Lake Edgewood	515	3.41%	12.75	3.74%	0	0.00%	1	4.00%	1	3.70%	\$435,125	4.14%	88	3.48%	3.21%
Howell Township	1,009	6.68%	30.64	8.98%	352,144	9.01%	3	12.00%	3.5	12.96%	\$1,817,500	17.28%	0	0.00%	9.56%
Total	15,100	100.00%	341	100.00%	3,906,738	100.00%	25	100.00%	27.0	100.00%	10,517,976	100.00%	2,529	100.00%	100.00%

8

System	Existing Allocation %	Proposed Percentage	Difference
MHOG	42.76%	43.33%	0.57%
Genoa-Oceola	26.97%	27.36%	0.39%
Oak Pointe Sewer	9.33%	9.16%	-0.17%
Oak Pointe Water	7.48%	7.38%	-0.10%
Lake Edgewood	3.51%	3.21%	-0.30%
Howell Township	9.95%	9.56%	-0.39%

Exhibit 8

Annual Budget Timeline Requirements



Note: Budget Timeline Begins for FY 2027. FY 2026 will be a 6-month budget from April 1, 2026 – September 30 2026, due to transition from fiscal year ending March 31st

8B

Howell Township
Sewer and Water Rates
February 12, 2026

At the February Board Meeting we voted to make the final transfer from the Sewer and Water Fund to the General Fund paying off the sewer and water debt. The Township Board had previously indicated that once the debt was paid off, we would complete two tasks:

1. Remove the Township Debt Fee from the water rate
2. Complete a sewer rate study

Attached is the utility billing information from 2024 including the debt fee and the proposed change removing the debt fee.

Also attached are bids to have a sewer rate study completed.

Carol Hanus from MHOG has also prepared a memo highlighting the cost savings if the Township reverted back to quarterly utility billing. The Township switched to monthly utility billing due to high delinquency rates and the need for more consistent revenue during the early 2000s.

Respectfully submitted,

Jonathan Hohenstein



3525 Byron Road, Howell, MI, 48855 Phone: 517-546-2817

UTILITY BILLING INFORMATION

Meters are read monthly, and bills generated on the 16th of the month and are due on the 15th of the following month.

For your convenience, you can have your payment automatically deducted out of your checking account for no charge on the due date every month. The form is available online at www.howelltownshipmi.org under Departments/Utilities/Payment Information. Bills can also be paid online with a credit or debit card.

If you have any questions, just give our billing department a call at (517) 546-2817 Ext. 104.

You must call to have a final meter read done before you can close/final your account.

CURRENT WATER & SEWER RATES

WATER

All water customers have meters to measure actual water used. 1 unit on your water bill is 1,000 gallons usage.

MHOG Usage Rate	\$5.25 / 1000 gallons
Township Debt Fee	\$3.04 / 1000 gallons
Total Township Rate	\$8.29 / 1000 gallons

MHOG Irrigation Rate	\$5.80 / 1000 gallons
Township Debt Fee	\$2.49 / 1000 gallons
Total Township Irrigation Rate	\$8.29 / 1000 gallons

\$3.33 per month 'Ready to Serve' (this fee is to maintain/replace meters) for 1" inch and smaller meters. Call for 'Ready to Serve' fee on larger meters.

SEWER

If you HAVE a meter, you will be billed: **\$9.00 per unit** (1 unit is 1,000 gallons)

If your usage is 2 units or under in a month **you will be charged a minimum of \$25.69 per month for sewer usage.** Each additional unit is billed at \$9.00 per 1,000 gallons.

OR

If you are connected to our sewer system but do NOT have a water meter you will be billed:

\$36.00 per month flat rate (this equals \$108.00 per quarter)

IRRIGATION

We highly recommend you have an additional meter for irrigation. Please contact the Zoning Administrator at 517-546-2817 Ext. 103 for pricing/process to purchase the meter horn. This irrigation meter exclusively meters water used for outdoor watering and irrigation. Since the water does not enter the sanitary sewer system, you will be billed for irrigation water usage only and will save \$9.00 per unit because sewer is not billed on the irrigation usage.

www.howelltownshipmi.org to pay or view account information.

CALL 1-888-481-0439 FOR WATER & SEWER EMERGENCIES

10% PENALTY PER MONTH ASSESSED ON ALL UNPAID BALANCES.

Rates updated October 1, 2024



3525 Byron Road, Howell, MI, 48855 Phone: 517-546-2817

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\$3.33 per month 'Ready to Serve' (this fee is to maintain/replace meters) for 1" inch and smaller meters. Call for 'Ready to Serve' fee on larger meters.

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www.howelltownshipmi.org to pay or view account information.

CALL 1-855-231-6692 FOR WATER & SEWER EMERGENCIES

10% PENALTY PER MONTH ASSESSED ON ALL UNPAID BALANCES.

Rates updated March 10, 2026



Howell Township

Wastewater Financial Projection

February 23, 2026



Submitted Respectfully by:

Dawn Lund

Vice-President, Utility Financial Solutions, LLC

dlund@ufsweb.com

(231) 218-9664

February 23, 2026

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

Utility Financial Solutions, LLC (UFS) is pleased to submit a proposal to provide a wastewater financial projection and rate design for Howell Township. Our proposal is based on years of experience navigating complex financial challenges for municipal utilities around the United States.

We approach challenges strategically, partnering with your team to understand your goals before using innovative processes and in-depth research to determine the best solution to suit your needs. We stay on top of industry trends and anticipate challenges to help you solve existing problems and prepare your utility for long-term success. Our methodology and educational components have earned us a reputation as the preferred provider of rate studies in the United States.

Our project team members are experts in their respective fields and instruct for leading utility groups including the American Public Power Association, Southern Gas Association, and the National Association of Regulatory Utility Commissioners. Our specialized team of accountants, engineers, and economists have years of industry-specific experience to help ensure that you reach your goals. UFS was incorporated in 2001 and brings decades of experience to your utility.

For your project, UFS will complete the studies and provide an executive report detailing the process to help communicate with members of your governing body and community.

The goal of these efforts is to:

- Establish and maintain long-term financial stability.
- Educate on principals of cost of service and financial planning.
- Earn positive engagement from members of government.

We appreciate the opportunity to submit this proposal and look forward to discussing it with you. If you have questions or need additional information, please contact me at (231) 218-9664.

Sincerely,

A handwritten signature in black ink, appearing to read "Dawn Lund", written in a cursive style.

Dawn Lund
Vice-President, Utility Financial Solutions, LLC

Table of Contents

Understanding of Project Requirements.....	1
Summary of Ability	2
Financial Projection	3
Rate Design.....	7
Meetings, Reports and Deliverables	9
Firm Qualifications	10
Resumes	12
References	23
Project Schedule.....	25
Proposed Professional Services Agreement.....	26

Understanding of Project Requirements

Summary of Services for the Wastewater Utility

Described below is an overview of the services UFS will provide. Greater detail is included within the detailed scope of service section. The list below includes sections not directly identified within the proposal but are critical in meeting the needs of the community and the utility department.

1. **Development of Long-Term Financial Projections** – These studies are included as part of the UFS scope and are critical in development of a long-term rate strategy. Our study incorporates the strategic plan, funding of long-term capital plans, amount, and timing of any financing needs, and balances the financial stability of the departments. The long-term financial projection and development of key financial targets is discussed in the detailed work plan of our proposal.
2. **Customer Rate Designs** – UFS’ rate design study identifies impacts on customers at various levels of usage/volume. This function assists the governing body in making informed decisions and understanding the impacts on customers and the community.
3. **Presentation to Staff & Governing Body** – The presentation to staff and the governing body serves two purposes:
 - i. Obtain approval of rate adjustments and rate designs.
 - ii. Equally important is the education provided to the governing body to understand the importance of maintaining financial stability, how rates are used to achieve community goals and objectives. UFS staff are skilled at obtaining guidance needed to develop rates and providing education to allow the governing body to make informed decisions during this process.
4. **Reports (PDF)**
 - i. **Executive Summary Report** –
 - ~ Summarization of the financial projection results, key financial targets and recommended long term rate track needed to achieve financial stability for the utility.
 - ~ Description of the major assumptions used in development of the financial projection.
 - ~ Considerations on future rate adjustments.
 - ii. **Rate Design**
 - ~ Summary of anticipated revenue to be received from the rate design and impacts on customers at various usage levels.

Summary of Ability

A summary of the firm's ability to achieve the Utility's project goals.

Introduction

The Utility is requesting a Wastewater Financial Plan to assess and evaluate the existing rates to ensure the utility operations and maintenance, capital improvement program, depreciation, and debts are adequately funded, while rate impacts are minimized. UFS has the staff available to complete the project in the Utility's desired timeframe. UFS' ability to achieve the Utility's project goals is best demonstrated by our references (noted in a later section) and our organized and well thought out processes outlined below.

Project Set Up

After project award, if selected, UFS will conduct a kick-off meeting to review the information request and confirm the project schedule and deliverables. As data is gathered by the Utility, UFS will process and enter it into the study. Progress calls will be scheduled to address any questions and to review outstanding data requests. UFS will analyze revenues by completing a revenue "proof" to ensure that the monthly billing units provided calculate out to the reported sales revenue when multiplied by current rate schedules.

Revenue Requirements

We will analyze operating expenses and test year budgets. Expenses are itemized at the finest level of detail available from the Utility and forecasted for the test year. Expenses are then categorized such that appropriate allocations can be applied, and costs distributed to the contributing rate class. A similar approach is applied to the Utility's fixed asset net book value and depreciation costs and incorporates the capital improvement program for interim and test years. Together, the expenses, depreciation and a rate of return comprise the revenue requirements of the system.

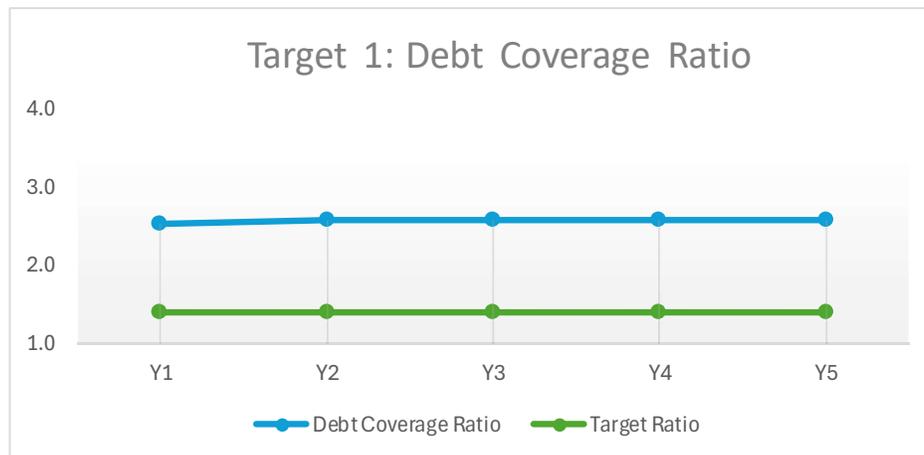
Financial Projection

UFS’ financial analysis is unique in their ability to easily change from cash basis revenue requirements to Utility Basis revenue requirements. The financial analysis includes both cash basis targets such as cash reserves and debt coverage; and accrual basis targets such as rate of return. UFS studies also include a review of secondary financial targets such as debt to equity ratios, age of system, days cash on hand and working capital requirements as part of the overall assessment of the financial health of the utility. The financial projection will incorporate assumptions such as inflation, anticipated changes in expenses, debt issuances, and capital improvements. The financial projection incorporates targets to help ensure the long-term financial stability of the Utility is maintained or improved and develop a plan for rate adjustments.

Target One: Debt Coverage Ratio

Based on review of bond issues and debt service schedules, the principal and interest expense will be identified and incorporated into the analysis. We will provide a table as shown below to compare projected Debt Service Ratios with requirements in the Bond Ordinance.

Sample Report Graph and Table: Debt Coverage Ratio



Description	Projected Y1	Projected Y2	Projected Y3	Projected Y4	Projected Y5
Net Income	\$ 996,826	\$ 997,462	\$ 945,213	\$ 826,113	\$ 758,497
Add Depreciation/Amortization Expense	2,565,601	2,609,101	2,732,859	2,921,523	3,057,531
Add Interest Expense	764,408	726,408	688,408	648,408	606,408
Cash Generated from Operations	\$ 4,326,835	\$ 4,332,971	\$ 4,366,480	\$ 4,396,044	\$ 4,422,436
Debt Principal and Interest	\$ 1,714,408	\$ 1,676,408	\$ 1,688,408	\$ 1,698,408	\$ 1,706,408
Projected Debt Coverage Ratio (Covenants)	2.52	2.58	2.59	2.59	2.59
Minimum Debt Coverage Ratio	1.40	1.40	1.40	1.40	1.40

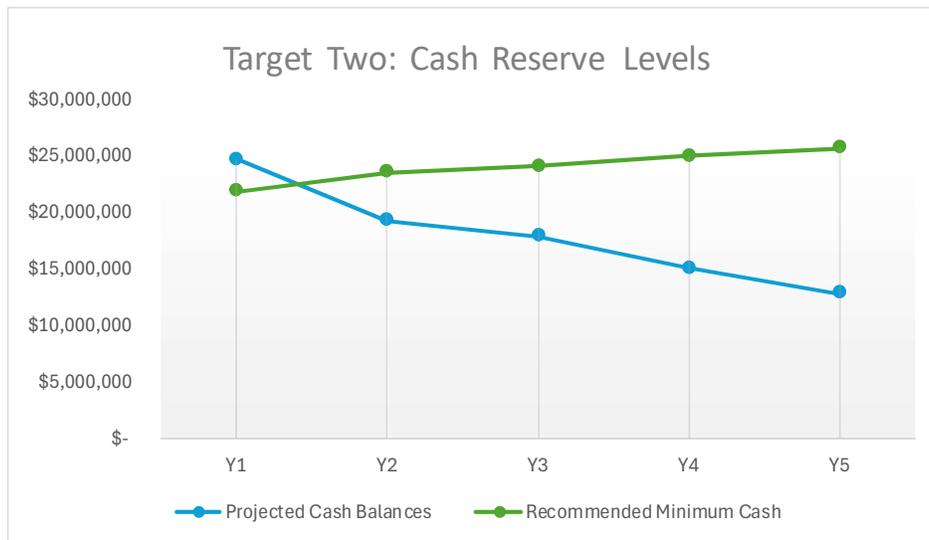
Target Two: Minimum Cash Reserve Calculation

To help ensure timely completion of capital improvements and enable the utility to meet requirements for large, unexpected expenditures and risk factors, the recommended minimum level of cash reserves will be identified. Development of the minimum cash reserves considers several factors.

A sample list is below:

- Working capital
- Variations in expenses
- Capital improvement programs
- Annual bond payments
- Exposure to catastrophic events such as extreme weather

Sample Report Graph and Table: Minimum Cash Reserves



Description	Projected Y1	Projected Y2	Projected Y3	Projected Y4	Projected Y5
Minimum Cash Reserve Allocation					
Operation & Maintenance Less Depreciation Expense	25%	25%	25%	25%	25%
Supply Expense	25%	25%	25%	25%	25%
Historical Rate Base	2%	2%	2%	2%	2%
Current Portion of Debt Service Payment	83%	83%	83%	83%	83%
Five Year Capital Improvements - Net of Bond Proceeds	20%	20%	20%	20%	20%
% Plant Depreciated	56%	54%	55%	55%	59%
Calculated Minimum Cash Level					
Operation & Maintenance Less Depreciation Expense	\$ 6,589,952	\$ 6,762,400	\$ 6,941,318	\$ 7,153,036	\$ 7,281,393
Supply Expense	8,381,482	9,722,132	9,982,984	10,548,544	11,075,971
Historical Rate Base	1,527,454	1,689,254	1,769,511	1,877,918	1,877,918
Current Portion of Debt Service Payment	1,391,419	1,401,379	1,409,679	1,416,319	1,462,799
Five Year Capital Improvements - Net of Bond Proceeds	3,939,646	3,939,646	3,939,646	3,939,646	3,939,646
Minimum Cash Reserve Levels	\$ 21,829,953	\$ 23,514,811	\$ 24,043,138	\$ 24,935,463	\$ 25,637,727
Projected Cash Reserves	\$ 24,692,803	\$ 19,224,903	\$ 17,829,253	\$ 15,047,239	\$ 12,790,153

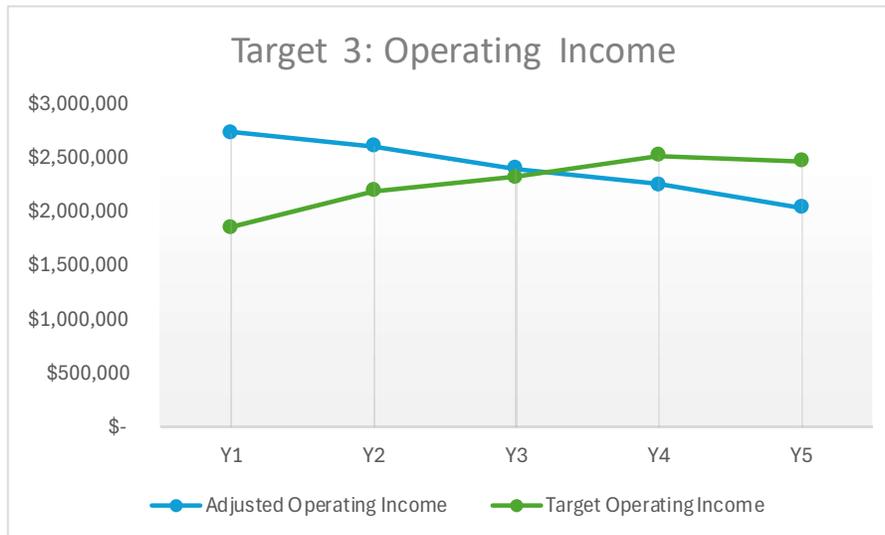
Target Three: Operating Income

The optimal target for setting rates is the establishment of a target operating income to consistently fund capital improvements and replacements.

Development of this target considers the following:

- Interest expense on the outstanding debt
- Inflationary increase on asset replacement costs
- Assets contributed by customers to the Utility

Sample Report Graph and Table: Target Operating Income



Description	Projected Y1	Projected Y2	Projected Y3	Projected Y4	Projected Y5
Target Operating Income Determinants					
Net Book Value/Working Capital	\$ 33,525,928	\$ 38,888,526	\$ 39,931,938	\$ 42,194,174	\$ 38,927,644
Outstanding Principal on Debt	\$ 18,160,200	\$ 17,210,200	\$ 16,210,200	\$ 15,160,200	\$ 14,060,200
System Equity	\$ 15,365,728	\$ 21,678,326	\$ 23,721,738	\$ 27,033,974	\$ 24,867,444
Target Operating Income Allocation					
Interest on Debt	4.21%	4.22%	4.25%	4.28%	4.31%
System Equity	7.06%	6.73%	6.87%	6.90%	7.48%
Target Operating Income					
System Equity	\$ 1,085,106	\$ 1,459,590	\$ 1,629,338	\$ 1,864,944	\$ 1,859,437
Target Operating Income	\$ 1,849,514	\$ 2,185,998	\$ 2,317,746	\$ 2,513,352	\$ 2,465,845
Projected Operating Income	\$ 2,728,770	\$ 2,599,641	\$ 2,394,956	\$ 2,247,337	\$ 2,037,669
Rate of Return in %	5.5%	5.6%	5.8%	6.0%	6.3%

Five-Year Projection Summary

The projections will be summarized, and development of alternative rate tracks will be reviewed and compared to each financial target to help ensure the future financial stability of the utility. We will work with Management and the Governing body in review and development of five-year strategies and rate track.

Projected Summary Financial before Rate Adjustments

Fiscal Year	Projected Rate Adjustments	Adjusting Operating Income	Target Operating Income	Projected Cash Balances	Recommended Minimum Cash	Capital Improvements Plan	Debt Coverage Ratio
Year 1	0.0%	\$ 2,728,770	\$ 3,038,480	\$ 16,392,621	\$ 18,099,160	\$ 6,065,000	1.10
Year 2	0.0%	2,711,845	3,019,772	14,592,541	19,169,551	2,175,000	1.11
Year 3	0.0%	2,622,411	3,061,319	10,964,992	19,674,886	4,012,870	1.11
Year 4	0.0%	2,473,225	3,149,568	5,938,354	20,516,844	5,420,360	1.12
Year 5	0.0%	2,380,491	3,098,229	4,959,247	20,862,261	1,380,000	1.12

Projected Summary Financials with Rate Adjustment and \$5.0 Million Bond Issuance

Fiscal Year	Projected Rate Adjustments	Adjusting Operating Income	Target Operating Income	Projected Cash Balances	Recommended Minimum Cash	Capital Improvements Plan	Debt Coverage Ratio
Year 1	2.0%	\$ 3,350,054	\$ 3,038,480	\$ 17,013,904	\$ 18,099,160	\$ 6,065,000	1.26
Year 2	2.0%	3,972,613	3,019,772	22,477,689	19,169,551	2,175,000	1.44
Year 3	2.0%	4,216,200	3,061,319	21,453,355	19,674,886	4,012,870	1.53
Year 4	2.0%	4,407,444	3,149,568	21,578,377	20,516,844	5,420,360	1.62
Year 5	2.0%	4,662,614	3,098,229	21,908,593	20,862,261	1,380,000	1.71

Rate Design

A five-year rate track will be provided with the financial projection, along with a one-year rate design; additional years requested would be billed as out of scope. The rate design identifies the impacts on customers at various usage levels and is listed by rate class, meter size and usage level.

UFS will develop and recommend a schedule of wastewater rates designed to generate adequate revenues and reflect or move toward the recommended rate adjustment.

Please note that all rate designs outside of the current rate structure will be charged hourly. Additional years' rate design may be added at an additional cost. Please note that all rate designs outside of the current rate structure will be charged hourly.

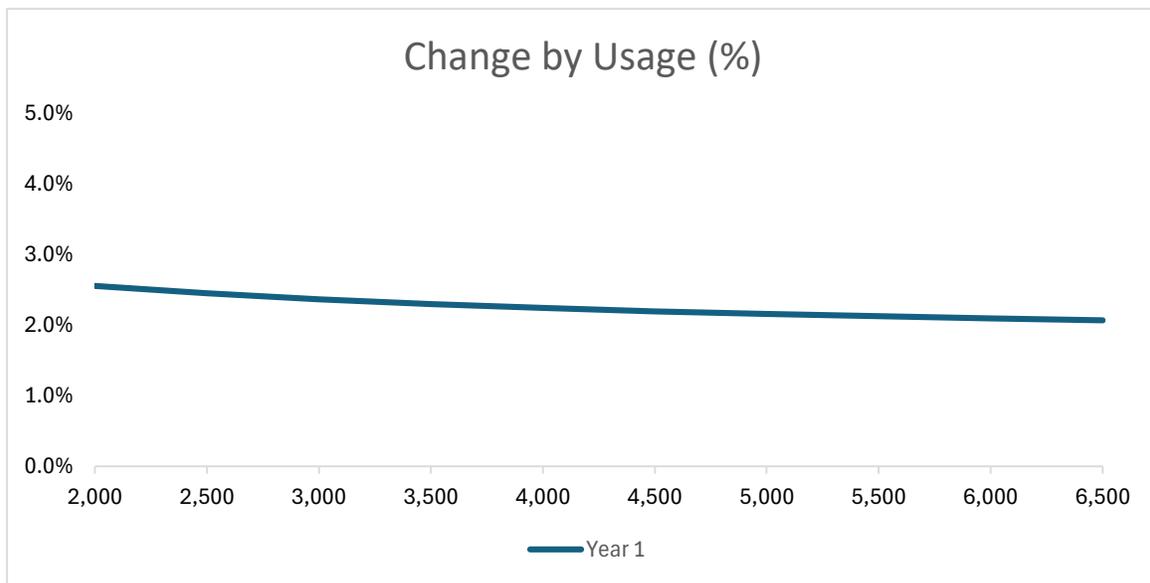
Summary of Overall Rate Adjustments – Wastewater

	Wastewater Utility		
	Current Charge	Proposed Charge Year 1	COS Rates
<i>Charged per thousand gallons</i>			
Commodity Charge - Inside City	\$ 7.87	\$ 8.00	\$ 7.88
Commodity Charge - Outside City	15.74	15.60	11.39
3/4" Meter Inside	14.00	14.50	11.39
1" Meter Inside	14.00	15.00	15.18
2" Meter Inside	56.00	56.50	40.83
4" Meter Inside	224.00	224.00	116.28
6" Meter Inside	504.00	504.00	187.33
3/4" Meter Outside	28.00	28.28	17.48
1" Meter Outside	28.00	29.25	26.30
2" Meter Outside	102.00	110.18	136.44
4" Meter Outside	425.70	436.80	297.85
6" Meter Outside	956.70	982.80	520.40
Total Revenue	\$ 2,418,218	\$ 2,514,946	
Proposed Rate Change		4.0%	

Wastewater Sample Rate Design, Single Year

3/4" Meter Inside

Rates	Current	Year 1	COS
Monthly Facilities Charge	\$ 14.00	\$ 14.50	\$ 11.39
Usage Charge Per 1,000 Gallons Inside City	\$ 7.87	\$ 8.00	\$ 7.88



Average Monthly Bill Increase by Usage		
Usage	Year 1	Year 1
2,000	\$0.76	2.6%
2,500	\$0.83	2.4%
3,000	\$0.89	2.4%
3,500	\$0.96	2.3%
4,000	\$1.02	2.2%
4,500	\$1.09	2.2%
5,000	\$1.15	2.2%
5,500	\$1.22	2.1%
6,000	\$1.28	2.1%
6,500	\$1.35	2.1%

Meetings, Reports and Deliverables

Meetings

The following meetings are anticipated (conducted virtually):

- Kickoff Meeting – Clarify scope of services and expectations of management
- Data Verification – Verify data collected
- Financial Review – Review assumptions used in the long-term projections
- Review draft reports with management
- Presentation as requested by management such as review report with Governing body

Format of Reports

UFS reports are typically separated into the reports listed below:

- **Power Point Summary** – A concise presentation of study results that is shared with management and staff. This summary will include graphs, charts, tables, and findings.
- **Executive Summary Report (PDF)** – An overview that identifies the objectives, process, and results of the rate study in a clear and concise format.
- **Rate Design** – The rate design includes the following:
 - ~ Comparison of the current and proposed rates.
 - ~ Expected revenues generated from proposed rates.
 - ~ Impact on customer classes at various usage levels or load factors within each rate class.

Presentation of Financial Projection and Rate Design Study

A critical aspect of the study is the clear and concise presentation to the Governing body of the utility. UFS professionals are skilled at explaining and working with advisory and governing bodies to ensure decisions are based on information they can understand and apply to their community. Presentations are virtual unless onsite requested at out of scope pricing.

Firm Qualifications

This section discusses UFS' experience and qualifications assisting municipalities with cost of service and financial analysis. UFS personnel are recognized as national experts and include highly qualified, motivated, experienced, and knowledgeable professionals. UFS' reputation has resulted in industry leading status shown by the number of clients we serve, our frequent requests to instruct classes and speak at conferences around the nation and our frequent requests to serve as expert witnesses on rate related issues.

UFS' experience includes completion of rate studies in 43 states, Guam, several Caribbean Islands and Canada. This provides UFS with the experience and knowledge to provide creative solutions.

UFS is the industry leader in electric, water, and wastewater studies. Our national experience is summarized below:

In Demand → UFS has completed numerous rate studies for electric, water, sewer, gas, telecommunications, and solid waste.

Diverse → UFS is the preferred provider of rate services for municipalities, electric cooperatives, and members of Joint Action Agencies.

Innovative → UFS is leading the industry in development of Time of Use rates including variations of Variable Peak Pricing, Dynamic Pricing and Real Time Pricing.

Reliable → Our methodologies on establishing financial targets and cash reserve policies have become industry standards and have assisted utilities in improving bond ratings with Fitch, S&P and Moody's.

Supported → Our establishment of rates for customers located outside city limits have been accepted in State Courts and resulted in UFS becoming expert witnesses and arbitrators on rate disputes across the United States.

Experienced → UFS has provided electric, gas, water, wastewater, and telecommunications services to some of largest utilities in the country including Nashville TN, Knoxville TN, Sacramento Municipal Utility District, Rochester MN, Imperial Irrigation District CA, Austin TX, Huntsville AL, Columbia MO, and Lansing MI.

Knowledgeable → We are frequent speakers on special rate topics around the United States including APPA's National Conference, APPA's Educational Institutes, E&O Workshop, Legal Conferences, Business and Financial Workshop, numerous webinars topics and state conferences in over 15 states.

A sample of recent presentations are listed below:

- ~ Development of Key Financial Targets
- ~ Information provided by Cost of Service Studies
- ~ Cash Reserve Policies for Municipal Utilities
- ~ Development of Utility Extension Policies
- ~ Cost of Service Challenges and Solutions
- ~ Appropriate levels of Contributions to City (Payment in lieu of Tax)
- ~ The Rate Race
- ~ Development of Avoided Cost and Rate Designs for Distributed Generation

Teachers → UFS personnel are the instructors on cost of service and financial planning courses offered through the American Public Power Association (APPA), American Water Works Association (AWWA), and the National Association of Regulatory Utility Commissioners (NARUC), EUCI, and Southern Gas Association. UFS' industry leading status has resulted in courses on distributed generation to the US Department of Energy.

These courses include the following:

- ~ Basic Cost of Service
- ~ Intermediate Cost of Service
- ~ Advanced Cost of Service
- ~ Financial Planning
- ~ Utility Financial Check-up
- ~ Cost of Service and Rate Design for Distributed Generation
- ~ Development of Line Extension Policies
- ~ Rate Structures to promote Energy Conservation
- ~ Rate Structures to create Revenue Stability
- ~ Advanced issues in Rate Design
- ~ Advanced issues in Cost Allocations

UFS holds a commitment to the following:

- **Quality Control** – Proper quality control and management help ensure the accomplished work is in alignment with the project scope, is completed timely, within budget and the results are accurate and defensible. The quality controls developed by UFS are specific to utility rate studies and are based on our prior experience working with electric utilities.
- **Timeliness of Studies** – Part of the quality control includes the timely completion of the rate studies. UFS experience in completing studies provides us the ability to complete the studies as requested and discussed in the initial kick-off meeting.
- **Financial Strength** – UFS commenced business in 2001 and has the highest financial rating by Dunn and Bradstreet.
- **Independence** – UFS maintains its independence throughout its engagements to help ensure unbiased recommendations to the governing bodies. We do not provide services that could impair our independence such as engineering, accounting, or auditing services.
- **Diverse Staff Backgrounds** – Proper development of rate studies require knowledge in accounting, finance, economics, and engineering. UFS staff has diverse backgrounds that include degrees in accounting (CPA), engineering, finance, economics, information technology and degrees in Water Purification Technology.

Resumes

The next section includes resumes of UFS team members who may work on the project based on project needs.

Staff Availability

UFS has adequate staff available to complete the tasks in the timeline requested.

Name and title of primary contact person:

Dawn Lund

E-mail: dlund@ufswest.com

Cell: (213) 218-9664

Proposed service team including titles:

Mark Beauchamp – President

Dawn Lund – Vice President

Dan Kasbohm – Manager

Mike Johnson – Manager

Chris Lund – Project Manager

Jillian Jurczyk – Manager

Joan Bakenhus – Senior Financial Analyst

Robert Blank – Senior Financial Analyst

Janel Albrecht – Financial Analyst

Jayde Dono – Financial Analyst

	<p>Mark Beauchamp, CPA, CMA, MBA President, Utility Financial Solutions, LLC</p>
	<p>Email: mbeauchamp@ufswest.com Cellular: 616-403-5450 Location: Holland, MI</p>

Education

- AAS Water Purification Technology
- ABA Business Administration
- BBA Major – Accounting
- MBA Master’s Degree in Business

Expert Witness Service

- Detroit Edison vs. Ameritech – Provided expert witness services for Detroit Edison on development of Pole Attachment Rates for Ameritech
- Nebraska State Unicameral – Served as an expert witness before the State of Nebraska Unicameral on proper rate setting and credits to provide customer installed renewable generation
- Dayton Power & Light – Provided expert witness services on pole attachment rates. Case was resolved prior to Court appearance
- Coldwater Board of Public Works – Provide expert witness services on rate challenge by large industrial customer. Case was dropped after deposition was provided
- Smethport PA – Provided deposition and responses to Pennsylvania Public Service Commission on Rate Filing for Smethport

Industry Involvement

- Member of the American Public Power Association
- Member of the American Water Works Association
- Member of the Institute of Management Accountants
- Speaker at national conferences on Financial Planning for Municipal Utilities, Pricing for Water Utilities, Pricing Fiber Optic backbone systems, Unbundling Electric Rates, and Ways to Attract and Retain Customers
- Author of articles appearing in national magazines and newsletters regarding pricing fiber optics, training electric rates, and designing water rates

License and Qualifications

- Class “A” license in wastewater treatment from the State of Michigan
- (CPA) Certified Public Accountant – Wisconsin
- (CMA) Certified Management Accountant – Institute Certified Management Accountants

Course Instructor

- **American Public Power Association (APPA)**
 - Advanced Cost of Service Course (Cash Basis & Utility Basis of Ratemaking)
 - Intermediate Cost of Service (Cash Basis & Utility Basis of Ratemaking)
 - Basic Cost of Service (Cash Basis & Utility Basis of Ratemaking)
 - Financial Planning for Municipal Utilities
 - Financial Planning for Board & Councils
 - Financial Planning and Rate Setting for Managers (Part of Managers Certificate Program)
- **American Municipal Power (AMP)**
 - Financial Planning and Rate Designs for Electric Utilities
- **Michigan State University**
 - Advanced Issues in Cost Allocation (Utility Basis of Rate Making)
 - Retail Costing and Pricing of Electricity
 - Wholesale Costing and Pricing of Electricity
- **Southwest American Water Works Association**
- **Michigan Rural Water Association**
 - Cost of Service & Rate Making for Water Utilities
- **Michigan Finance Government Officers Association**
 - Cost of Service & Rate Making for Water & Wastewater Utilities

<p>Dawn Lund Vice-President, Utility Financial Solutions, LLC</p>	
	<p>Dawn has over 30 years of experience pricing utility services for electric, water and wastewater. She works with utilities across the country on cost of service, financial planning, and a variety of complex financial analyses. She also teaches cost of service and financial planning courses for the American Public Power Association and MI-AWWA. She is also a regularly requested speaker for various regional and national organizations.</p> <p>Email: dlund@ufsweb.com Cellular: 231-218-9664 Location: Leland, MI</p>

Cost of Service (COS)

- Completed electric, water, and wastewater cost of service and rate design studies for utilities across the country, Guam, the Caribbean, and Canada
- Determining appropriate allocations of overhead costs between utility services

Long-term Financial Analysis

- Development of long-term sales and expense projections for electric, water, wastewater, telecommunications, gas, and solid waste utilities
- Development of long-term financial plan and rate track for electric, water, wastewater, telecommunications, gas, and solid waste utilities

Presentation & Training

- Presentations to City Councils and Boards for approval of utility rates and proposed rate tracks
- Instructor for APPA’s Financial Planning and Basic Cost of Services courses and MI-AWWA
- Monthly presentations to various organizations on topics such as cost of service, financial planning, key financial targets, cash policies, and how to explain rate increases to the end user, cost of services challenges/solutions, and introduction to allocation studies

Rate Design

- Development of equitable rates between inside-city and outside-city customers
- Development of wholesale contract rates
- Development of special rates; Economic and Time of Use
- Development of Connection Fees
- Development of rate designs to meet financial objectives of utility

Other Professional Involvement

- Member of AWWA Finance, Accounting, Management and Controls Committee
- Member of AWWA Rates and Charges Committee
- Member of MI-AWWA Education Committee
- Developed MI-AWWA Water Academy material for Cost of Service and Financial Planning
- Developed the Basic Cost of Service and Financial Planning courses for APPA
- Preferred consulting firm for Hometown Connections Financial Planning, Cost of Service, and Rate Design

Dan Kasbohm

Manager, Utility Financial Solutions, LLC



Dan joined Utility Financial Solutions, LLC in 2007 and has experience in conducting cost of service and financial analysis for electric, water, wastewater, stormwater and cable utilities around the nation. He has a Bachelor of Science degree in Engineering and has helped public utilities improve revenue stability, set fair and equitable rates, prepare for large capital projects, and help answer questions to many of the unique challenges our industry faces today. Dan is a co-instructor for the Cost of Service course for the American Public Power Association.

Email: dkasbohm@ufsweb.com

Cellular: 616-402-7045

Location: Grand Haven, MI

Cost of Service (COS)

- Utilities include Electric, Gas, Water, and Sewer
- Functionalization & classification of assets and costs related to:
 - Maintaining customer connection to system
 - Variable drivers in production of energy
 - Fixed drivers to support various customer sized loads
- Development of fair & equitable allocators to share assigned costs in each customer class
- Identification of unbundled costs that support rate design and customer price signals

Financial Plan & Key Financial Objectives

- Determine proper revenue requirements (utility costs to be recovered through published rates)
- Provide detailed long-term view of financials
- Develop strategy to meet key financial objectives (debt affordability, minimum cash levels, optimal operating income position, infrastructure age)
- Utilization of financial plan and objectives to provide optional future revenue adjustments with the least impact on utility's customer bills

Presentation & Training

- Presentation of results to each Utility's governing body to help highlight key study findings for:
 - Needed revenue increase
 - Modification of rate components
 - Equitable adjustments toward COS
- Training of Utility staff on use of study results, financial projection, and COS calculations
- Co-Instructor for the American Public Power Association Academy for Cost of Service

Rate Design

- Adjusting current rate structures with focus on:
 - Revenue impacts on Utility financials
 - Customer bill impacts at various usage levels
 - Gradual shift of rate components to COS
 - Improved revenue stability to Utility
 - Increased fairness of revenue recovery
- Development of new rates structures including:
 - Time of Use (seasonal, daily, hourly)
 - Distribution demand bill component
 - Capacity reservation rates
 - Standby service rates
 - Rephrasing rate descriptions to more clearly define application of each rate class
 - Unique large power rates (interruptible, high load factor, pass-through supply)
 - Coincidental-Peak Rates
 - Street lighting rates

Development of Other Effective Tools

- Power Cost Adjustment (PCA) mechanisms based on supply costs, cash position, and financial goals
- Unbundled street light cost of service by lamp
- Policy to identify amount a utility should contribute towards new customer connections
- Policy to offer an economic development discount that doesn't financially impact current rates
- Implementation of a justified minimum cash policy
- Identify cost variations among city & rural meters
- Load profile analysis to identify utility and customer usage patterns
- Calculation of fees for standard utility work
- Rate surveys for similar nearby utilities

Mike Johnson Manager, Utility Financial Solutions, LLC	
	<p>Mike joined Utility Financial Solutions, LLC in 2011 and has experience assisting utilities since 1995. He has a Higher National Diploma in Mechatronics (Combined Electrical/Mechanical Engineering). Mike is experienced in cost of service, rate making, financial/operational modeling, automation, electric utility operations, and power supply.</p> <p>Email: mjohnson@ufsweb.com Cellular: 608-230-5849 Location: Madison, WI</p>

Cost of Service (COS)

- Development of cost of service studies for electric, communication, gas, water, and wastewater utilities
- Forecasts utility revenue requirements
- Cost allocation model development

Long-term Financial Analysis

- Develops utility financial analysis models
- Identifies growth and load forecasting
- Models rate and revenue effect for customer change within utilities (loss of customers/additional load)
- Develops target metrics for utilities including cash policies, operating income, debt coverage

Expert Witness Services

- Prepared and testified on filings to Public Utility Commission

Rate Design

- Provides cost of services class allocations and rate making
- Designs time of use rates
- Identify effects for different usage patterns within the same class
- Development of rates for alternative fuels and vehicles
- Evaluate marginal costs and development of line extension policies and economic development rates

Other Utility Tools

- Computes cost functionalization and allocation systems for designing and managing complex changes
- Evaluates data and system integration issues associated with new software implementations
- Provides market analysis, bidding, and settlement processes analysis
- Identification and valuation of fixed assets
- Assessment of utility value for sales/purchase
- Development of risk mitigation tools, power/fuel cost adjustment mechanisms

Chris Lund

Project Manager, Utility Financial Solutions, LLC



Chris has a bachelor’s degree in Business Administration with concentration in Computer Science and Speech Communications. He has been a technology and management consultant since 1992 and has utility experience since 2005. Chris is an employee of UFS since 2012 and has also sub-consulted on a variety of technology projects for UFS since 2003.

Email: clund@ufsweb.com
 Cellular: 231-342-9798
 Location: Leland, MI

Financial Consulting

- Completed cost of service and rate design studies for electric, water, wastewater, telecommunications, and refuse utilities
- Designed, wrote, and implemented long term financial projection model including revenue requirements and rate track
- Determined avoided cost for solar (photovoltaic - PV) and wind for renewable energy rates
- Lead consultant for electric vehicle (EV) rates and service study
- Conducted multiple fiber optic cost of service and rate design studies
- Presentations to Governing Bodies for approval of utility rates and proposed rate tracks

Data Analytics

- Data mining and analysis specialist for electric load data research
- Specialist with data mining, data conversion and custom reporting
- Experienced with various ODBC (database connectivity)
- Implemented job costing solution for manufacturing companies
- Designed, written, implemented, supported multiple, custom bar coding and data collection systems for wholesale distribution and manufacturing organizations
- Data collection systems pushed data to payroll for time and attendance, automated inventory tracking and job costing

Technology Experience

- Experienced in Microsoft Excel automation – including payroll data, job costing and automated billing (office automation)
- Experienced in Microsoft Access custom database, programming, and reporting – including electronic data interchange (EDI) mapping using Microsoft VBA
- Lead consultant for multiple mission critical, corporate wide enterprise resource planning (ERP) technology solutions
- Implemented, trained, and supported multiple telecommunications projects
- Implemented and supported some of the first voice over internet protocol (VOIP) telecommuting systems
- Guide management with technology related strategy and business integration
- Modification and complete custom program solutions on midrange and PC
- Wrote automated bill of material (BOM) purchasing forecasting system
- Specify, install, and maintain mission critical PC network infrastructure, servers, workstation, and related software
- Experienced in network security and virtual private network (VPN) technology
- Implemented and supported web storefronts integrated with corporate backend database solution for inventory management, order processing, billing, and account status

Jillian Jurczyk Manager, Utility Financial Solutions, LLC	
	<p>Jill has been with UFS since 2013. She has a Bachelor’s degree in Mathematics and a Master’s degree in Applied Economics from Johns Hopkins University. Jill has populated and analyzed cost of service models, developed long-term financial projections, and designed rates for utilities. Jill is a frequently requested speaker at conferences and is an instructor for the online and in-person Cost of Service courses offered through the American Public Power Association’s Educational Institute.</p> <p>E-mail: jjurczyk@ufsweb.com Cellular: 616-283-8502 Location: Holland, MI</p>

Cost of Service (COS)

Prepares and analyzes cost of service studies to determine appropriate allocations of cost between customer classes, including identification of fixed and variable costs, and assigning appropriate cost drivers to utility expenses, such as kWh sales and non-coincident peak.

Long-term Financial Analysis

Extensive experience utilizing client data to build financial projections, determine revenue requirements, forecast utility sales, and develop cost allocations.

Rate Design

Identifies cross-subsidization between rate classes through cost of service analysis and develops rate design plans to assist in moving utilities toward more equitable rate structures. Analyzes customer bill impacts at various usage levels and identifies revenue stability of rates.

Presentation/Training

Skilled at presenting study results to management and educating governing body of utility. Speaker at various industry conference events. Cost of service instructor for the American Public Power Association’s educational department.

Management

Excels at managing project workflow and timelines, including consistent and clear client communication among UFS, client, and other stakeholders, throughout the project, and ensuring complete fulfillment of project deliverables.

Other Utility Tools

- Conducting time of use studies, including identification of on-peak and off-peak time periods, and identifying time-based cost to adequately set rates
- Development of power cost adjustment methodology that allows for proper power cost recovery
- Setting avoided cost rates for distributed generation resources
- Development of sales and expense projections to adequately determine a financial plan and rate track
- Proficient at using system and class load data to develop load curves, calculate load factors, and identify system coincidence factors
- Innovating rate designs to meet the financial and social objectives of the utility
- Evaluating rate impacts at various usage levels prior to rate implementation
- Technical expertise in conducting long-term econometric forecasts for electric and water load forecasting. Competent in handling seasonality, trend, heteroscedasticity, and other economic inefficiencies that arise in data analysis.
- Responsibly researches and leverages AI tools for workload efficiencies and data analysis.

Certifications and Professional Affiliations

- American Water Works Association
- Solid Waste Association of North America
- 2024 & 2026 APPA Business and Finance Committee Corporate Officer
- Women in Leadership, Cornell University

Joan Bakenhus

Senior Financial Analyst, Utility Financial Solutions, LLC



Joan has experience working with municipal utilities from 1986-1996 and came back to industry in 2006. Joan has a degree in Business Administration. Joan has worked as a Rate Analyst for one of the largest public power systems in the nation (Lincoln Electric System) and for Utility Financial Solutions, LLC since 2006. Joan is experienced in development of long-term financial plans, rate design models and cost of service studies for electric, water, and wastewater utilities.

Email: jbakenhus@ufsweb.com
 Cellular: 402-450-7544
 Location: Nebraska

Cost of Service (COS)

- Working with Utilities to identify information requirements to complete cost of service and financial plans
- Set up and develop utility revenue requirements, cost of service program and utility revenue proof
- Balancing and set up of models for development of cost of service for water, wastewater, and electric utilities to determine commodity and customer charges
- Responsible for analysis, preparation and updating cost of service models for several electric, water utilities

Rate Design

- Balancing and set up of models for development rate design for water, wastewater, and electric utilities to determine commodity and customer charges
- Development of rate design models for electric and water utilities
- Development of rate surveys

Other Utility Tools

- Balancing of sales with revenue to help ensure proper billing statistics are used in cost of service models

Long-term Financial Analysis

- Development of long-term financial forecasts for water, wastewater, and electric utilities to determine the amount of timing of rate adjustments

Robert Blank

Senior Financial Analyst, Utility Financial Solutions, LLC



Robert has been working for Utility Financial Solutions, LLC since May of 2014 and has a Bachelor of Business Administration with a major in Finance from Davenport University. Over his time at UFS he has conducted Utility rate surveys as well as developed rate designs. Robert has experience with long term financial projections and cost of service studies for Electric, Water, Wastewater, and Gas utilities.

E-mail: bblank@ufsweb.com

Cellular: 616-403-9926

Location: Holland, MI

Long Term Financial Analysis

- Responsible for analysis of financial statements and preparation of cost of service models
- Development of financial targets to determine the financial health of the Utility
- Determine the minimum cash reserve level to maintain financial stability of the Utility
- Calculating debt coverage ratios to identify responsible borrowing to help obtain a higher bond rating
- Calculate an optimal operating income to ensure current customers pay their fair share of the infrastructure
- Develop projected rate tracks to minimize customer impacts while achieving financial targets

Cost of Service (COS)

- Working with utilities to identify the information needed to conduct an accurate cost of service study
- Analyzing billing reports to proof data with financials
- Determine interclass and intraclass subsidizations of various rate classes
- Identify fixed and variable costs related to customer, commodity, and demand

Rate Design

- Develop rate design models for electric, water, wastewater, and gas utilities
- Implementation strategies for monthly customer charges and demand charges
- Identify customer impacts for various customer types at different usage levels
- Conducting rate surveys
- Designing irrigation and horsepower rates

Janel Albrecht

Financial Analyst, Utility Financial Solutions, LLC



Janel joined Utility Financial Solutions, LLC in February 2024, and brings more than 25 years of experience supporting data-driven and client-focused projects. Her background includes administrative and analytical support, with a strong emphasis on accuracy, organization, and client coordination. Prior to joining UFS, she worked in the paper industry, where she managed project data, coordinated onsite service schedules, supervised a small team and utilized Microsoft Excel to track schedules, financial information, and operational reports.

E-mail: jalbrecht@ufsweb.com

Cellular: 920-213-7491

Location: Neenah, WI

Janel is skilled in the following:

- Prepare and submit response to proposals and related documents
- Prepare reports for financial projections, rate designs, and cost of service analyses
- Develop professional presentations to clearly convey financial results and recommendations
- Analyze historical data at the trial balance level
- Project revenues and expenses for purposes of developing the revenue requirement
- Provide information request documents for use in the project kick-off meeting
- Review client data and coordinate requests for additional information to complete studies
- Utilize Microsoft Excel to enter, organize, and analyze financial data with a high level of accuracy
- Assist with billing, invoicing, and related documentation processes
- Maintain well organized project files and supporting documentation
- Assist with electric utility rate comparisons by collecting, organizing, and analyzing current rate data
- Support managers with client correspondence, scheduling, and coordination of project activities
- Demonstrate strong attention to detail and accuracy in all aspects of work

Jayde Dono

Financial Analyst, Utility Financial Solutions, LLC



Jayde joined Utility Financial Solutions, LLC in April 2025, bringing a strong foundation in finance and economics. She earned a Bachelor of Science in Economics and a Bachelor of Business Administration in Finance from the University of Central Florida. During her time at UFS, Jayde has worked closely with clients, performed detailed financial analyses, and prepared reports based on the studies conducted.

E-mail: jdono@ufsweb.com

Cellular: 386-457-9895

Location: Spanish Fort, Alabama

Jayde is skilled in the following:

- Communicating with clients to identify and gather the data required to complete cost of service studies
- Preparing cost of service reports, financial projection reports, and presentation materials that clearly convey financial results and rate impacts
- Reconciling trial balances with income statements to ensure accuracy
- Forecasting revenues and expenses using historical trends, budgets, and financial assumptions
- Proficiency in Microsoft Excel, Word, and PowerPoint, including converting and organizing PDF source data
- Maintaining organized project records and documentation for multiple utility engagements

References

Coldwater Board of Public Utilities – Coldwater, MI

Client Contact: Tom Eldridge
 Phone: 517-279-9531
 Email: teldridge@coldwater.org



Utility	Electric	Water	Wastewater
Services Provided	2014 – Present	2017 – Present	2017 – Present
Scope of Work	<ul style="list-style-type: none"> • Long-term financial projection, review of financial targets, and long-term rate track • Cost of service study and one-year rate design • Cost of service, financial projection, and rate design updates • Reports and presentations to governing body 		
	<ul style="list-style-type: none"> • Power cost adjustment • Time of Use rate study • Large solar array analysis • Review optional hourly EV rates, hourly solar rates, hourly time of use rates • Electric vehicle rate study • Cost of service and financial projection updates 	<ul style="list-style-type: none"> • AMP for MDEQ requirements 	<ul style="list-style-type: none"> • SAW grant rate methodology
Additional Information	In addition to the studies listed above, UFS has provided a financial projection and rate study for CBPU's fiber utility.		

City of Ludington – Ludington, MI

Client Contact: Kaitlyn Aldrich, City Manager
 Phone: 231-8454-6237
 Email: kaldrich@ci.ludington.mi.us



Utility	Water	Wastewater
Services Provided	2015 – 2025	2015 – 2025
Scope of Work	<ul style="list-style-type: none"> • Long-term financial projections, review of financial targets, and long term rate track • Cost of service study and one-year rate design • Reports and presentations to governing body 	
	<ul style="list-style-type: none"> • Marginal cost analysis • Reliability study • Asset Management Plan (rate methodology) 	<ul style="list-style-type: none"> • SAW grant rate methodology

Holland Board of Public Works – Holland, MI

Client Contact: Dave Koster
 Phone: 616-355-1562
 Email: dkoster@hollandbpw.com



Holland Board of Public Works

Utility	Electric	Water	Wastewater
Services Provided	2009 – Present	2009 – 2024	2009 – 2024
Scope of Work	<ul style="list-style-type: none"> • Long-term financial projections, review of financial targets, and long term rate track • Cost of service study and multi-year rate design • Updates between 2016 and 2022 		
	<ul style="list-style-type: none"> • Large customer rate for high load factor • Green Rate Alternatives • Time of use rate analysis • Value of solar analysis • Solar with storage analysis • Pole attachment study • Stranded cost study • Large customer rate alternatives • EV charging rates for public and residential 	<ul style="list-style-type: none"> • Review of wholesale water rates • Consolidation study with neighboring utility 	<ul style="list-style-type: none"> • Rate designs updated annually • Planned funding for a large anaerobic digester project • Review of debt defeasance for a large project and impact on financials • Additional capacity valuation • Financial capability assessment
Additional Information	In addition to the studies listed above, UFS has provided a financial projection and feasibility study for HBPW’s fiber utility.		

Project Schedule

Our experience with financial projection and rate design studies allows us to conduct a cost effective and efficient study. The following is the tentative project schedule for completion of the financial projection and rate design. This schedule will be finalized during the initial project kick-off meeting with management.

<i>Task</i>	<i>Expected Completion – Twelve Weeks</i>
Initial Meeting – Preparation of Information Request	Week One
Completion of Information Request by Client	Week Two
Planning/Set-up Study	Week Three – Five
Development of Revenue Requirements	Week Six – Seven
Financial Analysis	Week Eight – Nine
Review Rate Design and Alternatives	Week Ten
Report, Recommendations & Presentation of Draft	Week Eleven
Final Report	Week Twelve

The completion of the project on the proposed schedule is dependent on the cooperation of various departments within the Utility to prepare the information request in a timely manner.

Proposed Professional Services Agreement

Prices, terms, and conditions are good for a period of 90 days from this proposal date of February 23, 2026. Payment will be made through submission of invoice which itemizes the work performed.

Wastewater Financial Projection, One-Year Rate Design..... \$14,900

Total above does not include onsite meetings, out of pocket travel expenses, or travel time.

Anticipated Meetings (Virtual, unless noted):

- Project kickoff
- Data collection summary
- Financial review summary
- Draft report with management
- Final report with management

Deliverables (for all utilities):

- Final Report (PDF), detailing:
 - Long-term Financial Projection and Rate Track
 - Minimum cash reserve determination
 - Debt service ratio
 - Target operating income (rate of return)
- One-Year Rate Design

Hourly Rates (travel is discounted at 50%)

Mark Beauchamp	\$ 375.00
Dawn Lund	\$ 350.00
Dan Kasbohm	\$ 310.00
Mike Johnson	\$ 310.00
Chris Lund	\$ 310.00
Jillian Jurczyk	\$ 295.00
Robert Blank	\$ 195.00
Joan Bakenhus	\$ 190.00
Support Staff	\$ 70.00 – \$ 190.00

Out of Scope Pricing:

Out of scope work hours will be billed at the current hourly rates in effect at the time the services are performed.

Onsite meetings, if requested and agreed upon, will be billed as out of scope. Out of pocket expenses will be billed at cost.

All rate designs outside of the current rate structure or additional years of rate design will be charged hourly.

We look forward to exceeding your expectations. Please sign, date, and return to clund@ufswb.com at your earliest convenience.

Sincerely,



Dawn Lund
Vice President, Utility Financial Solutions, LLC

Date: _____

Accepted By: _____

Howell Township

Howell Township, MI

Water and Sewer Rate Analysis

March 2, 2026





Stantec Consulting Services Inc.
1168 Oak Valley Drive Suite
100 Ann Arbor, MI 48108

March 2, 2026

Attention:
Jonathan Hohenstein,
Treasurer
Howell Township
3525 Byron Road
Howell, MI 48855

Reference:
Water & Sewer Rate Analysis

Dear Mr. Hohenstein:

Overall, the Stantec community unites more than 32,000 employees working in over 450 locations across the globe. Our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect on a personal level and advance the quality of life in communities across the globe.

National & Local Expertise. Stantec's utility rate experts collectively have an impressive amount of experience and knowledge, including over 500 years of combined experience conducting thousands of rate studies for more than 300 agencies in Michigan and across the US. The senior members of our team teach classes on utility ratemaking and are contributing authors to the manuals of practice published by the American Water Works Association (AWWA) and Water Environment Federation (WEF) that provide guidance on how to set rates, fees, and charges.

Moreover, our practice has **strong roots in Michigan and is a trusted source to 25+ local governments across the state** for independent and objective financial management support for their utilities. We have served the Cities of Jackson, Ann Arbor, Midland, Battle Creek, Kalamazoo, Marshall, Farmington Hills, Detroit, Manistee, and Imlay City, as well as the Townships of Summit, Leoni, Pittsfield, Alpena, Chesterfield, Pere Marquette, and Sylvan, and Oakland and Livingston Counties to name a few. As such, we have significant knowledge of local utility systems, economic conditions, recent and relevant legal precedent, regulations, and current/proposed state legislation.

Our understanding of local practices, breadth of Michigan and national ratemaking experience with similar systems, our interactive modeling process, and communication skills are a unique combination. In short, our team provides the Township with an unmatched value proposition:

- ✓ Dedicated rate consulting project team and industry experts
- ✓ Nationally recognized stature in utility ratemaking
- ✓ Experience with rate and management practices in Michigan
- ✓ A powerful and friendly Microsoft Excel-based modeling system
- ✓ Excellence in stakeholder education and communication
- ✓ Municipal utility operations experience

We look forward to the opportunity to assist the Township in developing a sound financial plan for the management of its water and sewer utility enterprise fund. Please do not hesitate to contact us with any questions regarding our proposal.

Regards,

Stantec Consulting Services Inc.

Andy Burnham
Vice President
(904) 631-5109
andrew.burnham@stantec.com

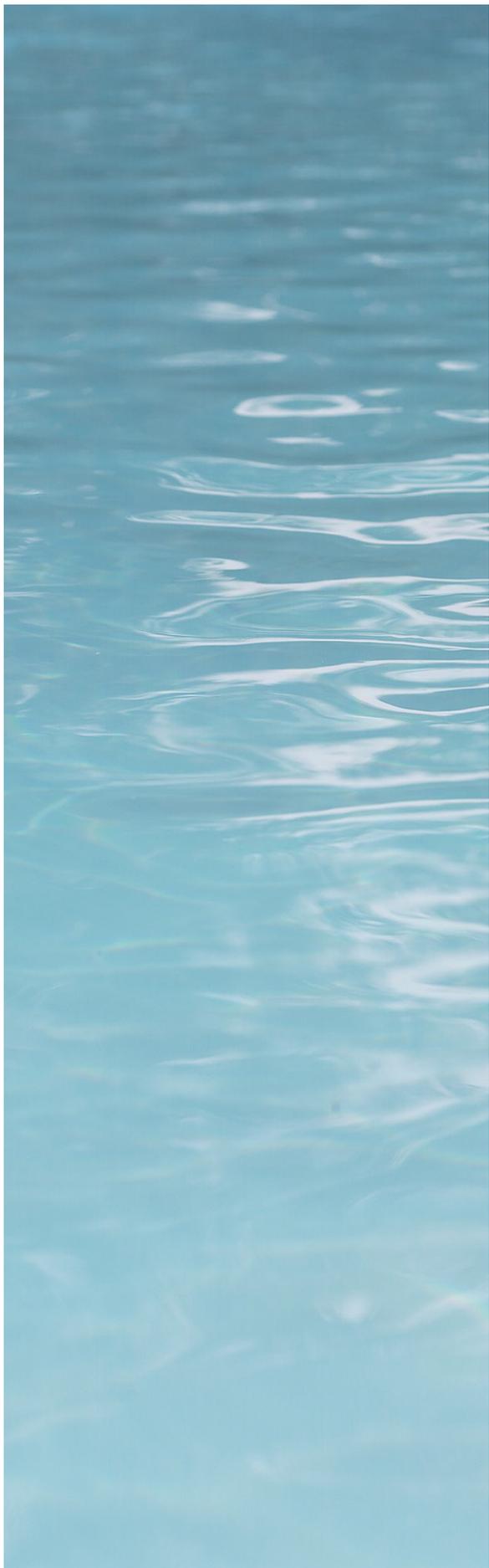


Table of Contents

I. Project Approach	3
Task 1: Project Initiation & Data Collection.....	3
Task 2: Revenue Sufficiency Analysis & Capital Charge Review.....	3
Task 3: Presentations	5
Task 4: Documentation	5
2. Experience	6
Our Firm.....	6
Management & Technology Consulting.....	6
Project Team Organizational Chart.....	8
3. Schedule	8
4. Fee	9
5. Authorization	10
6. Professional Services Terms and Conditions	11

1. Project Approach

We understand Howell Township's (Township) interest in retaining a qualified professional management consultant to perform a utilities rate study (Study) for the water and sewer utility systems that provide service to your residents/customers. The provision of utility services is complex and attention to rate management is growing. The Township needs to establish rates and charges at sufficient levels to satisfy the current and future costs associated with providing these critical services. To complete the requested analysis, Stantec will utilize the following approach:

Our study approach is consistent with the industry's long-standing practice that consists of 1) performing a revenue sufficiency analysis including developing a financial management plan that identifies revenue requirements and associated usage rate adjustments, 2) designing a system of rates and charges to generate sufficient revenues with consideration of cost allocations, customer impacts, historical funding mechanisms, and local practices. To complete your requested rate study for water and sewer fund, the following tasks will be completed by the Stantec team with input and validation from Township staff.

We will perform the work based upon our experience with and understanding of applicable federal, state and local accounting rules, EGLE regulations, and relevant legal precedent.

Task 1: Project Initiation & Data Collection

The study will begin with a kick-off meeting with Township staff to meet the project team, confirm objectives and key issues, review data requirements, and finalize a project schedule. A SharePoint site will be dedicated to this project where the Township will securely upload data according to a formal data request.

Task 1: Project Initiation & Data Collection	
Deliverables	Data Request List
Meetings	Project Kick-off Meeting (Virtual)

Task 2: Revenue Sufficiency Analysis & Capital Charge Review

Revenue Sufficiency Analysis

Using our dynamic Financial Analysis Management System (FAMS), we will develop a 10-year financial management plan, inclusive of projected annual revenue requirements to support utility operations including capital spending, expected revenues, and required rate adjustments. We will examine operating expenses, consumption trends that may be impacted by weather and economic conditions, capital spending, debt service coverage ratios, levels of reserves, and other financial policies/goals that affect future revenue requirements. We will allocate the projected financial requirements and resources of the combined enterprise fund between water and sewer services so that the respective usage rates can be evaluated for their adequacy.

Given the retirement of debt obligations, we understand that the water system usage rates will essentially reflect a pass through of MHOG costs. As such, this task will focus on developing a multi-year financial plan and proposed usage rate adjustments that support the ongoing operations, maintenance, and capital needs of the sewer system. FAMS allows us to develop and compare scenarios in real time, leading to optimized financial management plans that result in long-term financial sustainability, while minimizing rate adjustments to the greatest extent possible.

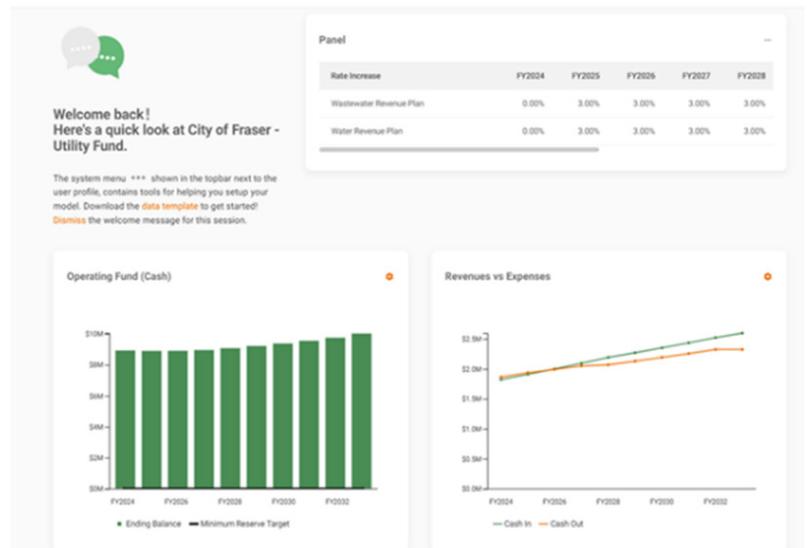


Figure 1. Example FAMS Dashboard

FAMS compares the impacts of scenarios on rates in real-time.

Capital Charge Review

It is our understanding that the Township charges different fees for capital costs when a property hooks up to sewer. It charges a benefit charge, also known as purchasing an REU, that pays for the lines in the ground. The benefit charge is calculated by district, and the amount of the charge at the time of installation of the infrastructure in each district is escalated over time with the application of an inflation rate from a CPI calculator. The other capital charge is the connection fee, which is intended to cover the unit cost of capacity of the wastewater treatment plant. That fee is currently \$5,000 for sewer service and has not been adjusted since 2020 (pre-COVID). The connection fee is set at the discretion of the Township Board every year.

We will identify potential adjustments to the Township’s practices for calculating sewer benefit charges and escalating them for inflation. Moreover, we will identify alternative approaches to update the unit cost of capacity for wastewater treatment to inform potential adjustments to the sewer connection fee for the Township Board to consider.

In performing Task 2, we will draw upon information and knowledge acquired from recent and past experiences locally and nationally to identify practices and benchmarks that may assist the Township in considering usage rate adjustments and alternative capital charge practices for its sewer system.

Task 2: Revenue Sufficiency Analysis & Interactive Work Sessions	
Deliverables	Detailed Supporting Schedules for the 10-year Financial Management Plan Output Schedules of Recommended Sewer Usage Rates & Connection Fees Benchmarking/Local Bill Comparison for a Typical Residential Customer
Meetings	3 Virtual Interactive Work Sessions

Task 3: Presentations

Support from the public and elected officials for rate changes depends on whether they are perceived as fair and justified. Minor misunderstandings of the underlying rationale can cause disproportionate dissatisfaction with proposed rates and charges, even if justified. This magnifies the importance of a clear presentation at the conclusion of the study, where we will present to the Township Board to explain the findings and recommendations of the study and to support the adoption of any rate modifications.

Stantec will provide two presentations regarding the results of the analysis to the Township's staff and the Board on dates mutually agreed upon. During these sessions, we will also respond to all questions regarding the results of the study.

Task 3: Presentations	
Deliverables	Presentation of Results
Meetings	2 Presentations – 1 to Township staff (Virtual) and 1 to Township Board (Onsite)

Task 4: Documentation

The Township will gain long-term value in a written report that documents the results and recommendations of the study. The report provides an understandable synopsis of the analysis, and consists of a series of graphs, charts, and tables that provide the supporting details of each element of the rate study. We apply a carefully crafted standard of care to our reports and will submit a draft report for review by Township staff. Upon receipt of the comments, we will make appropriate revisions and prepare a final report.

Task 4: Reports	
Deliverables	Draft Report Final Report
Meetings	Virtual (if necessary)

2. Experience

Our Firm

Founded in 1954, the Stantec community unites more than 32,000 employees working in over 450 locations across the globe offering a wide range of services to improve communities. Our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways.

With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe. Stantec is a publicly traded corporation on the TSX and NYSE under the symbol STN. Information regarding our corporate governance can be found on our website at [Stantec.com](https://www.stantec.com).

Management & Technology Consulting

Our Management & Technology Consulting (MTC) team (which includes our rate experts and other utility/municipal management professionals) offers 100+ consultants with over 1,000 years of combined experience. MTC staff work together to share knowledge and learn from each other's experiences. Our unique combination of diverse backgrounds and experiences has made us who we are today – a trusted source to our clients in providing independent and objective utility management and technology services to local governments and utilities throughout the country. This knowledge sharing and expertise will be brought to you as well.

Regardless of which practice area provides the necessary service, you can be confident that our team is backed by a global bench of expertise across the entirety of Stantec Global. We are unique in our ability to provide the comprehensive experiences, knowledge, and skills that your Utility needs. You can be assured that our team will develop comprehensive and balanced solutions tailored for your situation.

32K

Employees in over 450 locations in 6 continents

\$4.8B+

Annual Revenue (2023)

#1

Most Sustainable Corporation among Industry Peers
2024 *Corporate Knights Global 100*

#2

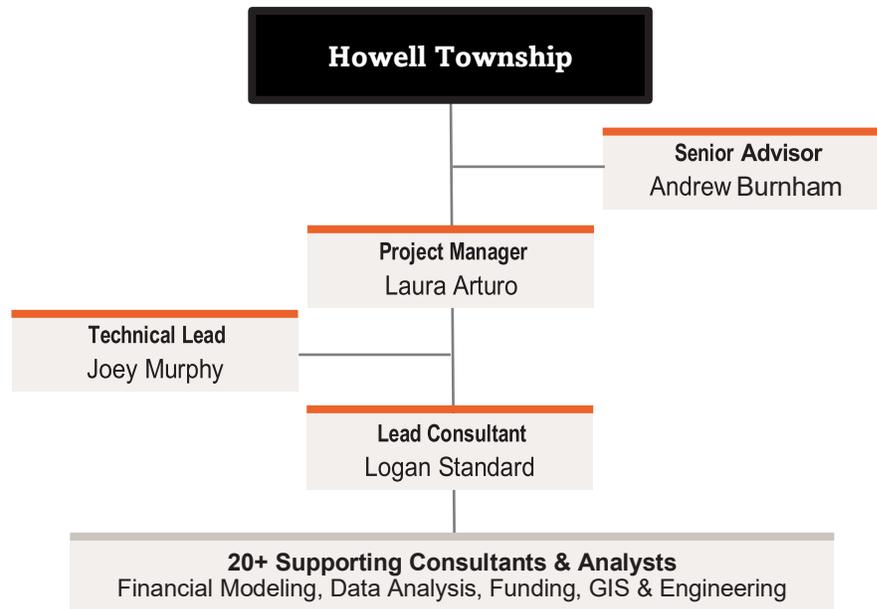
Top 10 International Design Firms by Market – Water
ENR September 2024

Our expertise has helped communities across the globe, including over 350 locations across the U.S.



Figure 2. U.S. Map indicating project locations for a selection of communities served. Not all communities are shown.

Project Team Organizational Chart



3. Schedule

This section contains an estimated project schedule by task. In Stantec's experience, a study as requested by the Township would typically take approximately 180 days from receipt of all data, recognizing the timely receipt of requested data from the Township. If selected for the study, the project schedule would be discussed, modified, and agreed upon during the kick-off meeting.

Tasks	Months					
	1	2	3	4	5	6
Task 1: Project Initiation & Data Collection						
Task 2: Revenue Sufficiency Analysis & Capital Charge Review						
Task 3: Presentations						
Task 4: Documentation						

Key:	
Conference Call / Online Virtual Meeting	
In-Person Onsite Meeting	
Report (Draft / Final)	

4. Fee

Based on our experience in completing these types of studies, Stantec proposes to complete the requested scope of services for a total, **not-to-exceed fee of \$38,250, inclusive of all labor, travel, and other expenses. This fee proposal assumes multiple virtual client meetings with the Township staff and one in-person presentation to the Township Board at a regularly scheduled meeting.**

Water & Sewer Rate Study								
Tasks	Sr. Advisor	Technical Lead	Project Manager	Lead Consultant	QA/QC	Support Staff	Total	
							Hours	Cost
Task 1: Project Initiation & Data Collection	2	4	4	6	0	3	19	\$4,450
Task 2: Revenue Sufficiency Analysis & Capital Charge Review	4	6	20	42	6	8	86	\$18,150
Task 3: Presentations	2	4	10	6	0	2	24	\$5,650
Task 4: Documentation	2	3	16	16	3	2	42	\$9,250
Expenses								\$750
Totals	10	17	50	70	9	15	171	\$38,250

5. Authorization

By signing this proposal, Howell Township _____ authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

Client Company Name

This proposal is accepted and agreed on the _____ of _____, _____.

Day

Month

Year

Howell Township

Per: _____

Client Company Name

Jonathan Hohenstein, Treasurer

Print Name & Title

Signature

6. Professional Services Terms and Conditions

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make payment by Electronic Funds Transfer when requested by Consultant.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race,

color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

Monthly Bill vs Quarterly Bill Worksheet

Period. Feb. 2024 to Feb. 2025

Billing Months	Monthly Postage Amount	Yearly Postage Amount
2/16/2026	\$300.38	
1/16/2026	\$302.22	\$302.22
12/16/2025	\$302.68	
11/16/2025	\$304.98	
10/16/2025	\$306.82	\$306.82
9/16/2025	\$307.74	
8/15/2025	\$306.82	
7/16/2025	\$309.58	\$309.58
6/16/2025	\$308.66	
5/16/2025	\$308.20	
4/16/2025	\$302.68	\$302.68
3/16/2025	\$306.36	
2/16/2025	\$307.28	
Totals	\$3,974.40	\$1,221.30

Printing of Bills	\$ 493.65	\$ 164.56
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Total Costs	\$ 4,468.05	\$ 1,385.86
--------------------	--------------------	--------------------

Possible Yearly Savings	\$ 3,082.19
--------------------------------	--------------------

8C



FW: Pavement Preservation Program

From Howell Township Assessor <assessor@howelltownshipmi.org>

Date Mon 2/16/2026 4:48 PM

To Howell Township Treasurer <treasurer@howelltownshipmi.org>

FYI

Thanks,
Brent
Kilpela

Assessor
Howell Township
(517) 546-2817 x111

From: Dylan Abbas <dabbas@livingstonroads.org>

Sent: Friday, February 13, 2026 12:30 PM

To: supervisor@conwaymi.gov; supervisor@deerfieldtwp.org; supervisor@tyronetownship.us; lhinton@handytownship.org; Howell Township Supervisor <supervisor@howelltownshipmi.org>; supervisor@oceolatwp.org; mluce@hartlandtwp.com; supervisor@mariontownship.com; supervisor@genoa.org; supervisor@brightontwp.com; supervisor@twp.unadilla.mi.us; supervisor@putnamtwp.us; Jason Negri <jnegri@hamburg.mi.us>; mark.stcharles@greenoaktwp.com

Cc: Garrett Olson <golson@livingstonroads.org>

Subject: Pavement Preservation Program

LIVINGSTON COUNTY ROAD COMMISSION

3535 Grand Oaks Drive • Howell, MI 48843-8575

(517) 546-4250 • Fax (517) 546-9628

www.LivingstonRoads.org



February 13, 2026

Dear Livingston County Township Managers and Supervisors,

The Livingston County Road Commission has budgeted approximately \$3,000,000 in 2026 for its Pavement Preservation Program. This is a program that primarily targets asphalt rehabilitation projects for our county road system (excluding subdivisions).

Our Pavement Preservation Program has been carried over for another year with our previous contractor, Rieth Riley Construction Company Inc. By utilizing this carryover contract, we will be using unit prices from 2022, allowing us to increase our rehabilitation efforts. This also allows us to begin work immediately in the spring as soon as the weather permits. Rieth Riley's work is of high quality, and we are looking forward to working with them again in 2026.

The program does require a 50/50 Township match with the County. As of January 2026, the program is about 80% full. If you wish to participate in the program, it is imperative that you submit your request as soon as possible. Please have any requests for us by Friday, March 20th, 2026, at 1pm at the latest. This is a first come first serve program.

We encourage you to reach out with questions and discussion. Our construction staff is open to discussing in-person, online, or through email/phone at your convenience. We have prepared asset management plans unique to each township, spanning out 5 years. This is meant to act as a guide, but we are open to discussion on road selection based on the Township's needs.

For those who already have established project agreements for 2026, we thank you for your continued partnership toward improving the roads, and we look forward to additional projects to come.

We look forward to hearing from you.

Thank you,

Dylan Abbas
Construction Engineer
Livingston County Road Commission

LCRC 2024-2028 PPP Asset Management Plan

Howell Township

Disclaimer: The following list is a planning document and projects/ budgets identified are subject to change due to funding, budget, and other unforeseen infrastructure issues. Project estimates are for planning purposes only and are approximate

Road Name	From	To	Primary / Local	Miles	Treatment	Estimated Project Cost	LCRC Cost Sharing	Twp Contributions	LCRC Share
2024									
Layton Rd	EOP	EOP	Local	0.53	Crush & Shape w/ HMA	\$ 225,250	50%	\$ 112,625	\$ 112,625
Fleming Rd	Grand River Ave	End of Pavt	Local	0.30	Crush & Shape w/ HMA	\$ 127,500	50%	\$ 63,750	\$ 63,750
				0.83		\$ 352,750		\$ 176,375	\$ 176,375
2025									
Oak Grove Rd	M-59	Fisher Rd	Primary	0.85	Mill & Resurface w/ 3' HMA Shldr	\$ 510,000	50%	\$ 255,000	\$ 255,000
Byron Rd	M-59	Allen Rd	Primary	4.81	Crack Seal	\$ 31,278	100%	\$ -	\$ 31,278
Tooley Rd	M-59	End of Pavt	Local	1.05	Crack Seal	\$ 6,806	100%	\$ -	\$ 6,806
				6.71		\$ 548,084		\$ 255,000	\$ 293,084
2026									
Tooley Rd	M-59	End of Pavt	Local	1.05	Chip Seal w/ Fog	\$ 41,880	50%	\$ 20,940	\$ 20,940
Burkhart Rd	M-59	CSX RailRoad	Primary	0.61	Mill & Resurface w/ 3' HMA Shldr	\$ 549,000	50%	\$ 274,500	\$ 274,500
Burkhart Rd	Mason Rd	I-96 Ramp	Primary	0.91	Crack Seal	\$ 5,915	100%	\$ -	\$ 5,915
				2.57		\$ 596,795		\$ 295,440	\$ 301,355
2027									
Oak Grove Rd	Fisher Rd	Barron Rd	Primary	1.24	Mill & Resurface w/ 3' HMA Shldr	\$ 744,000	50%	\$ 372,000	\$ 372,000
Burkhart Rd	Grand River Ave	Crandall Rd	Primary	3.26	Crack Seal	\$ 21,190	100%	\$ -	\$ 21,190
Owosso Rd	Grand River Ave	Geer Rd	Primary	1.74	Crack Seal	\$ 11,310	100%	\$ -	\$ 11,310
				6.24		\$ 776,500		\$ 372,000	\$ 404,500
2028									
Oak Grove Rd	Barron Rd	Marr Rd	Primary	1.01	Mill & Resurface w/ 3' HMA Shldr	\$ 604,200	50%	\$ 302,100	\$ 302,100
Oak Grove Rd	Marr Rd	Allen Rd	Primary	1.49	Crush & Shape w/ HMA	\$ 631,125	50%	\$ 315,563	\$ 315,563
				2.49		\$ 1,235,325		\$ 617,663	\$ 617,663

LIVINGSTON COUNTY ROAD COMMISSION

3535 Grand Oaks Drive • Howell, MI 48843-8575

(517) 546-4250 • Fax (517) 546-9628

www.LivingstonRoads.org



March 3, 2026

Mr. Jonathon Hohenstein
Howell Township
3525 Byron Road
Howell, MI 48855

Re: Potential 2026 Gravel Road Projects

Dear Mr. Coddington:

Per your request, we are providing you with a list of potential gravel road improvement projects for your review. The location and estimate of each project are shown in the following table.

ROAD	LOCATION	TYPE OF WORK	AMOUNT
Crandall Road	Burkhart to Allen (3,950' feet)	Gravel Refurbishing, Tree Work and Limited Drainage	\$85,000.00
North Truhn Road	Mason to Sargent (5,246 feet)	Gravel Refurbishing, Tree Work and Limited Drainage	\$144,000.00

Please review the above list and contact me if you wish to have contracts prepared for any of the projects. In order for projects to be included on this year's construction schedule, all contracts must be in place by May 1, 2026.

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

Sincerely,

Trevor Bennett
Director of Operations

Cc: Todd Musson, LCRC District 1 Foreman
File

8D



MANN INFORMATION TECHNOLOGY



**RESPONSIVE
PERSONAL
RELIABLE**



Our Commitment

We're committed to being the BEST I.T. COMPANY you've ever had!

If you have an outage or emergency, SO DO WE - we're your I.T. department and we've got your back.



Our Experience

We'll lean on our 30 years of experience in corporate I.T. in Michigan to design and oversee systems for you.

We've worked with local and state government, schools, non-profits, and small-to-medium-sized businesses.



Our Technology

We specialize in cloud, network and server administration, including firewalls, WiFi mesh networks, client VPN, site-to-site VPN, and multi-level onsite/offsite backup & redundancy.

I.T. YOU CAN TRUST

We'll listen with kindness and patience, and explain things clearly without fancy tech lingo. You'll always feel respected by us.

GOING ABOVE AND BEYOND I.T.

We're all about CUSTOMER SERVICE - the good, old-fashioned kind - and that means consistently exceeding your expectations.

WE'LL DO I.T. RIGHT THE FIRST TIME

Instead of waiting for things to break, we'll proactively take care of all your tech needs, so you can worry less and focus more on your business.

ITyoucanTRUST.com



MANN INFORMATION TECHNOLOGY

Project Statement of Work

Labor and Equipment

 All Optional

Description	Price	Qty.	Disc.	Amount
<input checked="" type="checkbox"/> PC Install Fixed Fee	\$350.00	9	\$150.00	
PC install includes everything to get the new computers up and running	Each			\$1,800.00
<ul style="list-style-type: none">-Work with the user to make sure all data and programs on the old computer comes over to the new one-Clean up the new machines (lots of software installed by Microworks that we don't need)-Configure the shared drives on the new machines-Help get the docking stations installed, if needed-Set up login with Entra ID				

Subtotal \$1,800.00

Tax \$0.00

Total \$1,800.00

Notes/Comments:

1.1 Project SOW. This Statement of Work [or Quote] is made and entered into pursuant and subject to, and the parties agree to be bound to, the terms and conditions under the Master Services Agreement ("Agreement") located at <https://mann.cloud/msa>

1.2 Additional Projects. All new projects are agreed upon by both Mann and Client. Additional projects require new signed SOWs.

1.3 Type of Project Selected. The project at hand is either a Fixed Fee Project or Time and Materials Project. Client agrees to follow the terms of this SOW and MSA. The project type is designated with an "x":

Time and Materials Project

Fixed Fee Project

1.4 Payment Terms. Payment terms are project specific. This project calls for payment terms designated with an "x":

Full Equipment Cost + 1/2 Labor Up Front with Remaining Labor Due at Completion

Full amount to be invoiced when the project starts

IN WITNESS WHEREOF, this SOW has been executed and delivered in the manner prescribed by law as of the date first written above. This SOW is signed in the State of Michigan.

Howell Township

Mann Information Technology LLC

Print: Sue Daus

Print: Andrew Mast

Dated:

Dated:

8E

Board Colleagues,

March 2, 2026

I would like to request a discussion that would explore the assigning of Township Email addresses to Elected Trustees and possibly the Planning Commission members.

As we are now transitioning to a new IT service to strengthen the Townships cyber security platform, it would seem an opportune time to explore what providing emails to these two groups would require in order to be implemented.

The Township's recent experience with the Data Center highlighted several concerns, some of which are listed below.

1. FOIA Request: Emails, texts, and other digital communication regarding official business are subject to FOIA requests, even if sent from or received on private devices or accounts. Having a dedicated, secure account for Township business would not only simplify the compliance process, but provide a level of security that most likely is not present on a personal account. It could also be beneficial from a records management perspective to have a dedicated secure system managed by the Township to comply with such requests.
2. Separation of Business: Using a township email assigned email clearly separates public business from private, ensuring that personal correspondence does not become part of a public record request. Both Trustees and Planning Commissioners are required to use email to communicate and send/recieve information in the course of their duties, this imposes an extra and possibly unwanted burden when a personal email account has to be used, which then subjects those accounts to FOIA requirements.
3. Rights of Residents to Contact Their Elected Representatives: Using official posted emails provides residents with a reliable, professional, and accessible way to contact their representatives to express their thoughts and concerns.

Tim Boal

Howell Twp Trustee

8F

Robert A. Spaulding

3500 Crandall Road, Howell, MI 48855



I am seeking to fill the current vacant Howell Township Supervisor seat. I have called the Howell area my home for over 53 years. I look forward to serving the residents, property owners and businesses that find this community an ideal place to raise their families or conduct their business.

I seek to work with the current Township Board and office staff to represent and serve our approximately 8,000 residents. Our Township will face many challenges in the future as we manage growth, while maintaining the rural qualities that make this Township so special and desirable.

I understand the statutory duties of Township Supervisor and look forward to leading, with Board and staff, Howell Township into the future. Please contact me if you have questions or need any additional information prior to the March 10, 2026, Township Board meeting.

Experience

DPW COORDINATOR, LIVINGSTON COUNTY

Management of the Livingston Regional Sanitary Sewer System, Livingston County Septage Receiving Station, closed County Landfill and the Livingston County Solid Waste Programs- March 2006-present

Mortgage Loan Originator, HOMESTEAD USA

Originated residential mortgages-June 1999 to March 2006

Owner, THREE SUBWAY RESTAURANT FRANCHISES

Owned and Operated three Subway restaurant franchises-June 1991 to June 1999

Education

Bachelor of Science in Building Construction Management
Michigan State University, December 1989

High school Diploma, Howell High School, 1985
Class Valedictorian, National Honor Society, Athletic Letter

Developed Skills

- Budgeting/Auditing of multimillion dollar funds
- Construction project management
- Managing Requests for Proposals/Quotes
- Management of County Solid Waste events (averaging 7 events and serving 1000 plus County residents per year)

Robert A. Spaulding

3500 Crandall Rd. Howell, MI 48855



OTHER

- Livingston County Resident since 1974-raised in Genoa Township (1974-1990), City of Howell (1991-2023), built our home in Howell Township in 2023 on vacant land purchased in 1999
- Eagle Scout 1985
- Served on the City of Howell Planning Commission from 2010 until 2023
- Member of the Howell Township Planning Commission and Board of Review since 2023-currently serving as the Vice Chair of the Planning Commission
- Regular attender of Howell Township Board meetings
- Active member of a Howell Township church
- Proud husband to my wife of 22 years and the father of three daughters

8G



INVOICE NO. 198656

3/2/2026

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

SERVICE PERIOD: MARCH 2026 THRU FEBRUARY 2027
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 ***

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

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

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

Customer Copy

8H

**REVISED (3-03-2026) Organizational Structure
Howell Township - Resident Research Advisory Committee**

Objective: The Resident Research Advisory Committee is a resident-led advisory group established to gather, analyze, and present information relevant to ordinances and regulations including but not limited to the following uses: cryptocurrency mining, data processing facilities, battery energy storage systems, etc. to Howell Township.

Its purpose is to:

- *Help protect public interest by identifying potential impacts on water, air, energy, land use, noise, emergency services, taxation, community character and more; and by recommending for review appropriate related regulatory safeguards and ordinances.*
- *Conduct research regarding the impacts of cryptocurrency mining, data processing facilities, battery energy storage systems, etc. and present its findings to the Howell Township Board and Planning Commission in meetings available to the public and open to public comment in order to assist the Township in their decision making that is consistent with the master plan and zoning ordinance, as well as the public health, safety, and general welfare.*
- *The committee operates independently of developers and utilities, collaborates closely with township officials, and serves as an extension of resources to gather information with citizen-resident perspective.*

Its conduct shall be:

- *To adhere to township requirements.*
- *To operate in a safe manner for all members.*
- *To conduct all business in a respectful, professional and collaborative manner; within and outside of committee meetings.*
- *To ensure all members focus on the intent and purpose of the committee.*
- *Board members sit on the committee for oversight.*
- *Final decision on what information to put forward to the township will be made by majority vote of citizen-resident members; in the event of a tie there will be a rotating tie breaker decision from one of the two co-chairs.*

Committee Members:

Dan Bonello - Co-Chair

Angela Barbash - Co-Chair

Kristin Dennison - Member, Secretary

Greg Lehr - Member

Advisory Members:

Brent Kilpela - Member

Tim Boal - Member

Jodi Fulton - Member

10D



2026 MASTER CITIZEN PLANNER (MCP) WEBINAR SERIES

Register Online: <https://events.anr.msu.edu/MCPWebinars26/>

The 2026 Master Citizen Planner (MCP) Webinar Series is designed to offer participants the latest updates and information on current topics. Using Zoom, MSU Extension educators will provide an overview of topics of interest to planning and zoning officials.

Webinars fall on the third Thursday in April, May, June, September, October, and November. Webinars take place from 6:30-7:30 p.m. ET. Each session is available individually or participants can register for all six at once. All webinars will be recorded, and the recordings and presentation materials sent to registrants.

Each webinar is eligible for 1 MCP Credit.

Cost per webinar: \$10 for MCPs; \$20 for Regular Registrants

2026 Dates and Topics

April 16: Harvesting the Benefits and Recognizing Our Limits: Michigan's Right to Farm Act, Your Community, Your Regulations, Your Master Plan Goals, *Harmony Gmazel, AICP*.

May 21: The County Planning Commission in Michigan, *Tyler Augst*.

June 18: Data center land use considerations: Do they compute for your community? *Mary Reilly, AICP*

September 17: Planning and Zoning to Attract and Retain Residents, *Eric Warman*.

October 15: Demystifying Municipal Civil Infractions: A tool for local compliance, *Brad Neumann, AICP*.

November 19: 5th Annual 'Master Citizen Planner' Network Showcase, *Various MCPs*

CONTACT US:

Kara Kelly, Citizen Planner Coordinator
cplanner@msu.edu

www.citizenplanner.msu.edu

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Michigan State University is committed to providing equal opportunity for participation in all programs, services and activities. Accommodations for persons with disabilities may be requested by contacting the event contact the Citizen Planner Coordinator two weeks before the start of the event at cplanner@msu.edu or (517) 353-6472. Requests received after this date will be honored whenever possible.



Monthly Permit List

03/02/2026

1/3

Commercial Land Use

Permit #	Applicant	Address	Fee Total	Const. Value
P26-027	Armijo, Kahilee	1475 N BURKHART RD # D-150	\$50.00	\$0.00
	Work Description: Indoor sensory play and learning space in Kensington Valley Outlet			
P26-024	GUNS N HOSES	3985 TOWER DR	\$50.00	\$0.00
	Work Description: Tear off 1 layer and replace 2 of OSB, replace 2 pipe boots, re-install shingles.			

Total Permits For Type: 2
Total Fees For Type: \$100.00
Total Const. Value For Type: \$0.00

MHOG

Permit #	Applicant	Address	Fee Total	Const. Value
PMHOG25-007	HERRON CURT AND MARGARET	123 CASTLEWOOD	\$0.00	\$0.00
	Work Description: MHOG Connection Fee			
PMHOG25-004	THE SUMMIT COMPANY ANNA HALSTEAD	3275 COUNTY AIRPORT DRIVE	\$0.00	\$0.00
	Work Description: 2" meter package + flushing fee			

Total Permits For Type: 2
Total Fees For Type: \$0.00
Total Const. Value For Type: \$0.00

Residential Land Use

Permit #	Applicant	Address	Fee Total	Const. Value
P26-022	RENEWAL BY ANDERSEN	5437 ARBORETUM TRL	\$10.00	\$0.00
	Work Description: Six new replacement windows			
P26-029	SMOLYANOV HOME IMPROVEMENTS LLC	5455 ARBORETUM TRL	\$10.00	\$0.00
	Work Description: Tear off and re-roof on back slope of house only			
P26-021	RUNYAN BROTHERS CONSTRUCTION CO.	5700 BYRON RD	\$75.00	\$0.00
	Work Description: New front porch, along with remove existing front wall and building a new exterior wall at edge of porch cap. New kitchen cabinets in kitchen.			
P26-030	Services, Handyman	5704 CRANDALL RD	\$50.00	\$0.00
	Work Description: TARP FENCE PANELS NEEDS TO BE TAKEN DOWN. Galvanized cattle fence panels. Posts and panels 50 inches high			
P26-019	MICHIGAN ELECTRICAL SERVICE TOM WATSON	122 EDMONT DR	\$10.00	\$0.00
	Work Description: Installation of a 18 kw generator and a 100 amp transfer switch.			
P26-023	AYERS BASEMENT SYSTEMS	2880 W GRAND RIVER AVE	\$75.00	\$0.00

Work Description: Installing indoor shotcrete and Smart Jacks, foundation repairs

P26-028	PUNG JACOB AND DANA HENDERSON - VACANT		\$75.00	\$0.00
	Work Description: 2,154 sq ft home with walk out basement and 12" overhangs 576 sq ft detached garage			
	Revised plans on 02/24/2026			
P26-017	RENEWAL BY ANDERSEN 2798 POPPLE LN		\$10.00	\$0.00
	Work Description: Replace 4 windows			
P26-020	MI HOMES OF MICHIGAN LLC A DELAWARE LIMITED LIABILITY COMPANY	4560 SEDGEVIEW CIRCLE	\$75.00	\$0.00
	Work Description: New Single Family Home			
P26-026	MI HOMES OF MICHIGAN LLC A DELAWARE LIMITED LIABILITY COMPANY	4570 SEDGEVIEW CIRCLE	\$75.00	\$0.00
	Work Description: New Single Family Home			
P26-025	MI HOMES OF MICHIGAN LLC A DELAWARE LIMITED LIABILITY COMPANY	350 SEDGEVIEW COURT	\$75.00	\$0.00
	Work Description: New Single Family Home			

Total Permits For Type:	11
Total Fees For Type:	\$540.00
Total Const. Value For Type:	\$0.00

Sewer Connection

Permit #	Applicant	Address	Fee Total	Const. Value
PWS25-142	MHOG	123 CASTLEWOOD	\$0.00	\$0.00
	Work Description: Property does not have sewer lead. MHOG's contractor will install sewer lead by drilling under the road for \$13,700 funds will be placed in escrow and paid when invoice is received.			
PWS26-009	MI HOMES OF MICHIGAN LLC A DELAWARE LIMITED LIABILITY COMPANY	4560 SEDGEVIEW CIRCLE	\$5000.00	\$0.00
	Work Description: Sewer Connection			
PWS26-013	MI HOMES OF MICHIGAN LLC A DELAWARE LIMITED LIABILITY COMPANY	4570 SEDGEVIEW CIRCLE	\$5000.00	\$0.00
	Work Description: Sewer Connection			
PWS26-011	MI HOMES OF MICHIGAN LLC A DELAWARE LIMITED LIABILITY COMPANY	350 SEDGEVIEW COURT	\$5000.00	\$0.00
	Work Description: Sewer Connection			

Total Permits For Type:	4
Total Fees For Type:	\$15000.00
Total Const. Value For Type:	\$0.00

Water Connection

Permit #	Applicant	Address	Fee Total	Const. Value
PWS26-010	MI HOMES OF MICHIGAN LLC A DELAWARE LIMITED	4560 SEDGEVIEW CIRCLE	\$5000.00	\$0.00

LLC A DELAWARE LIMITED
LIABILITY COMPANY

Work Description: Water Connection

PWS26-014	MI HOMES OF MICHIGAN LLC A DELAWARE LIMITED LIABILITY COMPANY	4570 SEDGEVIEW CIRCLE	\$5000.00	\$0.00
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Work Description: Water Connection

PWS26-012	MI HOMES OF MICHIGAN LLC A DELAWARE LIMITED LIABILITY COMPANY	350 SEDGEVIEW COURT	\$5000.00	\$0.00
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Work Description: Water Connection

Total Permits For Type:	3
Total Fees For Type:	\$15000.00
Total Const. Value For Type:	\$0.00

Grand Total Fees:	\$30,640.00
Grand Total Permits:	22.00

Code Enforcement List

03/02/2026

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
1682 PINECROFT LANE	PINEVIEW VILLAGE	4706-27-201-071	01/14/2026	PUBLIC - COMPL	OPEN - COMPLANT RECEIVE
Complaint					
<p>Ongoing construction activity at the Pineview Village, new development is creating noise and vibrations in violation of Howell township Ordinance No. 123.Noise Violation:On 10/09/2025 at approximately 6:30 a.m. EST, construction activity produced load equipment and impact noise that was plainly audible inside my residence and woke my household.On 01/08/2026 and approximately 6:32 a.m. EST, a heavy dumpster delivery and construction activity again produced noise plainly audible and inside my residence and woke my household.Both incidents occurred prior to the permitted 7:00a.m. start time for construction activity under Township Ordinance No. 123.Vibration Violations:On most weekdays during active construction, Heavy machinery (including excavators, compactors, and trucks) produces vibrations that are felt inside my residence. Ordinance No. 123 requires vibrations from any operation to be controlled so they cannot be felt beyond the property line. These vibrations are perceptible inside my home and disturb normal use and enjoyment of the residence.I am requesting Township Investigation and enforcement of the noise and vibration provisions of Ordinance No. 123</p>					
Comments					
<p>01/12/26 - Email received from resident of Pineview Village in reference to construction activity prior to 0700. Responded to resident advising him to complete Ord Enforcement Complaint form.</p>					
<p>01/13/26 - Arrived in Pineview Village 6:00 am checking for construction activity. remained onsite until 6:55 am. No activity in construction areas, no workers arriving at work.</p>					
<p>01/14/26 - Arrived in PV at 6:10 am, no activity in construction areas. GFL arrives in area at approx 6:35 am for garbage collection.</p>					
<p>01/16/26 - In PV approx 6:35 am no activity in construction areas. Official complaint form received and entered into computer.</p>					
<p>01/19/26- Checked the area between 6-7 am, no activity</p>					
<p>01/21/26 - Area checked, no activity.</p>					

Code Enforcement List

03/02/2026

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
5704 CRANDALL RD Complaint	JEWETT RICHARD L &	4706-05-200-004	11/25/2024	PUBLIC - EMAIL	OPEN - COMPLANT RECEIVE
A person is living in an RV in the back of the property against Township Ordinance.					

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.
- 4.7.25 - Copy of letter given to homeowner. Spoke to homeowner - admitted that someone is living in the RV. Follow up letter sent to owner.
- 4.14.25 - Spoke to homeowner on the phone. Spoke to Jake at LCHD on the phone, they received a complaint about sewage being discharged onto the ground from one of the RVs. Spoke to person staying in the RV (Wes Gray) on the phone. Jake from LCHD and I made a visit to the site, spoke to Wes. Wes understands that he cannot live in an RV on the property. We agreed to 30 days to remove his things from the site.
- 4.30.25 - Site visit completed, Wes appears to be working on getting his things removed.
- 5.14.25 - Spoke to the homeowner, Wes moved some things but has started building a new trailer. Owner will call the Sheriff's Department to understand her options to get Wes removed from her property.
- 5.19.25 - Spoke to Wes, he has removed a lot of stuff but would like until June 1, 2025 to remove the rest of his stuff. He will provide receipts for the dumpster that he used. Twp will make a site visit and confirm that progress has been made. If progress has been made then we are willing to extend deadline to June 1.
- 5.19.25 - Site visit completed, some clean up has taken place, photos attached. Spoke to homeowner, admits a lot of work has been done and has no issue with Wes's request to extend deadline to June 1. Letter sent to owner to confirm same.
- 06-02-25- MH- Spoke with Wes and he doesn't have any where to go, fractured his hand and hurt his back moving stuff off the property. He is still trying to move stuff off the property. Jonathan is out of the office so I let him know he would be contacted when he returns.
- 6.12.25 - Spoke to Wes, said he has hurt his hand but still intends to remove his things from the property. We agreed to an extension to July 31st for all things to be removed from the property, no further extensions will be granted for any reason. Will prepare letter to owners RE same.
- 6.16.25 - Site visit completed, some changes have been made, photos attached.
- 7.21.25 - Site visit completed, photos attached.
- 8.4.25 - Site visit completed, Wes has not removed his belongings from the property, still living in the RV. Spoke to owner. Personally issued MCI Citation ticket #0162 to Denise Stach. Personally issued MCI Citation ticket #0163 to Wes Gray.
- 8.16.25 - Denise Stach paid ticket #0162 at court
- 9.9.25 - Wes Gray has requested a formal hearing.

- 10/2/25 - Stopped to speak with home-owner ref upcoming court date and take updated photos. Mrs Stach stated she is willing to go to court. Photos taken.
- 10.20.25 - Court hearing started, adjourned to a later date. Working with Wes Gray on settlement.
- 11.6.25 - Wes Gray signed agreement for consent judgment. Case has been closed.
- 12.11.25 - Wes Gray reached out to Twp Attorney because Wes is now living in the house. We have submitted to the court a modified agreement to allow the storage of the RV as long as it conforms to the Ordinance and is not used for on-site human habitation and all other items are either removed from the property or permits are applied for and reviewed for conformance with the Ordinance.

Code Enforcement List

03/02/2026

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
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01/20/25 - No change at address in regards to clean up. Spoke with neighbor who advised subject still residing in the camper. While in the area in observed Gray go to the area of the camper and he did not come back out.

2/9/26 - Drive by inspection of property, fencing and tarp wall still up.

2/26/26 - Tarp wall and fencing still in place. Spoke with Ms. Stach on the matter advised that if tarp wall is removed and fencing panels taken down they could leave the fence post intact if they get a permit to install fence.

2/28/26. Tarp wall is gone fencing is still up however I see a permit has been issued for a fence.

3590 W GRAND RIVER	HASLOCK PROPRTIE	4706-28-100-024	05/06/2024		OPEN - FIRST LETTER SENT
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Complaint

Zoning Violations:Outdoor storage without screening, setback issues, parking not hard surfaced, no sign permit.

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

4.30.25 - Site visit completed, violations still present

5.1.25 - Property owner turned in site plan. Currently considering if they would like to schedule a pre-conference prior to formally submitting the site plan.

6.9.25 - Spoke to the owner about next steps to move the site plan forward, owner is considering pairing down what has been proposed.

6.16.25 - Site visit completed, photos attached.

7.21.25 - Site visit completed, photos attached.

8.11.25 - Owner stopped in to discuss the site plan, will get the site plans printed out and submitted for review.

9.10.25 - Owner dropped off site plan and application, sent out for outside review, expected to be on October PC agenda

10.29.25 - Met with owner and engineer to discuss revisions to site plan requested by Township's Engineer and Planner. They will update the plan and resubmit for review.

12.16.25 - Owner and Engineer before the PC for preliminary site plan approval. Application tabled until updates are made to plans including: landscaping, parking, screening, storm water

2.25.26 - Owner indicated that site plan is still being updated per PC requirements, contemplating other changes to the site plan as well

5057 WARNER RD	HARTER EDWARD H	4706-19-200-005	03/14/2022	PUBLIC/ EMAIL	OPEN - SECOND LETTER SEN
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Complaint

LARGE AMOUNT OF JUNK AND LITTER IN THE YARD.

Comments

Code Enforcement List

03/02/2026

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
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
4.30.25					- Site visit completed, violation still present. May 4th is the clean-up deadline, will make site visit Monday May 5th to check status.
5.7.25					- Site visit completed, violation still present. Posted ticket #0159 to the structure, filed ticket with the District Court and requested an informal hearing, mailed copy of ticket to owner.
5.19.25					- Received information from District Court setting formal hearing date. Contacted the court to switch to an informal hearing as originally requested.
6.10.25					- Called Court RE informal hearing date, Court's system indicated that the ticket had been paid and closed.
6.16.25					- Site visit completed, no apparent change, photos attached. Ticket filed with Court - requested informal hearing, ticket posted to structure and mailed to owner.
7.16.25					- Magistrate refused to hear the case, claimed he did not have the authority for injunctive relief, ticket dismissed.
7.21.25					- Site visit completed, no apparent change, photos attached. Ticket 0161 filed with the Court requesting formal hearing. Ticket posted to structure and mailed to owner.

Code Enforcement List

03/02/2026

Address	Owners Name	Parcel Number	Date Filed	Origin	Status
7.29.25 - Formal Court hearing scheduled.					
9.8.25 - Formal hearing held, Judge Bain granted 45-day limit to get site cleaned up, indicated that he would drive by the property, follow-up hearing scheduled by Judge.					
10.20.25 - Court status hearing held. Next hearing scheduled for November.					
11.10.25 - Site visit made, photos attached. Progress has been made, violations still exist. Court hearing held, Judge ordered follow up hearing in December.					
12.7.25 - Site visit completed, photos attached.					
12.8.25 - Court hearing held. Final extension to owner granted by court. Rehearing scheduled.					
1/16/26 - Inspection from road and new photos taken. All cleanup has stopped. Large amounts of debris still on site and visible in multiple areas of the yard.					
1.26.26 - Court Hearing held, Court will uphold the order filed in September allowing the Township to clean up the site and charge the owner. Court also issued fees and fines. Court case is closed; our file will remain open until the site has been brought into compliance with the Ordinance.					
2.9.26 - Township Board granted owner extension to March 31, 2026 to get property into compliance with the Ordinance					

Records: 4

Population: All Records

10E

Monthly Activity Report for February 2026 – Assessing Dept/Brent Kilpela

MTT UPDATE:

No Open Appeals

SMALL CLAIMS TRIBUNAL:

No Open Appeals

ASSESSING OFFICE:

ASSESSOR: The 2026 Notices of Assessment were sent to the print vendor on February 11th. They started arriving at mailboxes on February 20th. We completed the 2026 Personal Property valuations. I estimated the accounts that failed to file timely. We do accept late filings to the March Board of Review. Currently we have four Poverty Exemption applications, one Charitable Exemption application for multiple parcels, and two valuation appeals on the March Board of Review docket. I received confirmation that EagleView will start the Township flight by the end of March. This gives us the opportunity to have the best imagery possible before the leaves start appearing on the trees. The estimated date for the Township to receive the imagery is the middle of May.

OTHER: I attended the February Wastewater Treatment Plant meeting. Worked with AT&T to change the internet service at the Wastewater Treatment Plant. Our existing service is being phased out. Also monitored the Supervisor voice mail and email.

10F

Oceola Township
Fire Authority Meeting:
February 18, 2026

New Chairman: Bill Fenton was appointed as the new chairman of the Fire Authority.

New Fire Engines: The two fire engines on order are nearing completion and should be delivered in the next few weeks.

Station 22 Renovations: Cost estimates on renovating Fire Station 22 have come in and are higher than expected. The Chief and staff are going back to the plans to remove items, and the plans will be put out to bidders to get more accurate costs.

County Radio System: The current radio system used by the County is in terrible shape and needs to be fixed. The County Commissioners have been waffling on how to move forward and recently have indicated that they have no intention of fixing the system. The system is not paid out of the County's general fund; it is paid for by the 911 fees. These fees most likely would need to be increased to pay for the needed fix. The Commissioners keep touting the County's low tax rate as a reason not to increase the fees and fix the system.

In my opinion this is an unintelligible response to the situation at hand. It is only a matter of time before an emergency comes along and lays bare the condition of the system. It is unconscionable to me that the Commissioners would have such little regard for our County's citizens that they are willing to risk our health and safety over a modest increase in fees to fix a broken system. I implore the Commissioners to look at this logically, not ideologically.

Union Contract: Kevin is negotiating with the union over the contract. The Authority discussed the contract further in closed session.

Respectfully submitted,
Jonathan Hohenstein

10G



AGENDA
MHOG Sewer and Water Authority
Regular Meeting
February 18th, 2026
4:00 PM

- 1. Call to Order***
- 2. Approval of Agenda**
- 3. Approval of Minutes of the January 21st, 2026 Meeting**
- 4. Call to the Public**
- 5. System Improvement, Operation, and Maintenance Report**
 - Capital Improvement – Transmission Mains
 - Attachment 5a – Status Report Prepared by Tetra Tech
 - Attachment 5b – Tie-In at the Water Treatment Plant of New 24-inch WM
 - Attachment 5c – DVM Pay Application No. 10
 - Attachment 5d – Proposal Request for Piling Installation
 - Attachment 5e – Funds Available versus Spent to Complete Project
 - Attachment 5f – Proposal from DVM Utilities to Install Sanitorium Watermain on Piling Supports and to Directional Drill High Hillcrest Portion (*To Be Distributed at Meeting*)
 - *Request Approval of Proposal To Proceed On Time with Final WM Installation*
 - New Development
 - Attachment 5g - New Development Summary for February 2026
 - Tower Maintenance Schedule
 - Attachment 5h – Table of Tower Maintenance Activities
 - Attachment 5i- Proposal from Nelson Tank for Trans West Tower Painting
 - Department Brochure
 - Attachment 5j – Department History Brochure
 - Customer Thank You
 - Attachment 5k – Thank you from Customer Regarding Bill Payment System
- 6. Deputy Director Report**
 - Attachment 6a - MHOG Water Treatment Plant Monthly Production
 - Attachment 6b – MHOG Water Treatment Plant Winter / Spring Production
 - Attachment 6c – MHOG Monthly Production by Pressure District
 - Attachment 6d – Monthly MISS DIG Log
 - Attachment 6e – Non-Metered Water Loss



AGENDA
MHOG Sewer and Water Authority
Regular Meeting
February 18th, 2026
4:00 PM

7. Engineer Report *

- Attachment 7a - Tetra Tech Project Summary Tracking Table

8. CPA Report*

- Attachment 8a – Preliminary Fiscal Year 2025 Audit Presentation (**To Be Distributed at Meeting**)
- Attachment 8b – Genoa DPW Fund 9-Month Budget to Actual Report and Proposed Amended Budget for Fiscal Year Ending March 31, 2025

9. Treasurer’s Report *

- Checks for Disbursement (**Distributed at Meeting**)

10. Correspondence *

11. Old Business

- Attachment 12a – MHOG Utility Services Agreement for April 1,2026 through October 1, 2031
- **Request Approval of 2026 MHOG Utility Services Agreement including allocation percentage and Operating Budget**
- Attachment 12b - Asset Transfer Agreement between Genoa Township and MHOG Sewer and Water Authority
Request Approval of Asset Transfer Agreement
- Attachment 12c - Proposal from Plante Moran for Government Accounting Services for MHOG
Request Approval of Plante Moran Proposal

12. New Business*

- **Request Approval of Employee Personnel Manual as Recommended by Personnel Committee**

13. Board Member Updates*

14. Adjournment

*= Nothing Included in Board Packet



Minutes of the Regular Meeting January 21, 2026

The M.H.O.G. Sewer and Water Authority met at 4 pm in the Oceola Township Hall. Members present were Fenton, Donovan (Lowe absent), Coddington, Counts, Dunleavy, Henshaw, Spicher and Hunt. Also present were Greg Tatara, Alex Chimpouras, Ken Palka, and Shelby Byrne.

Dunleavy moved to approve the agenda as presented. Second by Spicher, motion passes.

Fenton moved to approve the minutes of the December 17, 2025 meeting as presented. Second by Counts, motion passes.

Dunleavy moved to approve the 2026 MHOG Meter charges as presented. Second by Fenton, motion passes.

Counts moved to approve the 2026 changes to the MHOG Escrow Fees as presented. Second by Fenton, motion passes.

Dunleavy moved to approve MHOG Operating checks PR1094 through 10496 totaling \$227,927.84. Second by Counts, motion passes.

Fenton moved to approve MHOG Construction Fund checks #1027 (DVM Utilities Inc. Pmt 90), #1028 (TetraTech Inc., Invoice #52532605), and #1029 (Pfeffer, Hanniford & Palka) totaling \$340,002.84. Second by Counts, motion passes.

Fenton moved to approve the 2026 MHOG Utility Services Agreement for presentation to Genoa-Oceola SWATH, Genoa Charter Township, and Howell Township for approval once the Draft Budget is developed. Second by Dunleavy, motion passes.

Henshaw moved to adjourn. Second by Dunleavy, motion passes.

ROBERT J. HENSHAW
SECRETARY



TETRA TECH

3497 Coolidge Road, East Lansing, MI 48933
 Telephone: 517.316.3930
 Fax: 517.484.8140

PROJECT STATUS COMMUNICATION

DATE: February 10, 2026

PREPARED BY: Shelby Byrne

PROJECT: MHOG Marion Transmission Mains

Tt PROJECT NO: 200-12719-24013 CONTACT: Greg Tatara

Task completed or in-progress since last status communication.

- Tetra Tech is on site for water main installation observation.
- DVM is working on testing, flushing and chlorinating throughout the new water main.
- DVM completed remaining open cut installation on Schedule A and will complete tie ins after testing and chlorination is complete.
- 10th pay application is in progress.
- G2 completed geotechnical report and pipe support proposal request sent to DVM.
- Pipe support design completed.

Opportunities for cost avoidance or added value.

None at this time.

Impediments, roadblocks, assistance needed.

-None at this time.

Change (or potential change) of scope items or customer concession. (Details on attached Request to Change Authorization)

-Due to the extended construction timeline, additional budget for RPR services will most likely be required. This will depend on proposed schedule from DVM for remaining Schedule B work.

Schedule:

- Restoration, testing, and flushing activities will continue on both Schedule A and Schedule B.
- Gates adjacent to Ted Cole property being installed this week.
- Next DVM will start prepping for open cut work on Schedule B.

Next task or action items.

- Continue water main observation and reporting.
- Continue working on as-built drawings.
- Finalize pricing for drill on Sanitorium and pipe supports.

Please do not hesitate to contact any member of your Team at any time.

Shelby N. Byrne, P.E.
 Project Manager

Phone: 517-316-3952

Email: Shelby.byrne@tetratech.com

24-inch Tie-In at MHOG WTP January 30, 2026



APPLICATION FOR PAYMENT CERTIFICATE
 CONTRACTOR'S APPLICATION FOR PAYMENT NO. 10

CONTRACTOR: DVM Utilities Inc PROJECT: Marion Transmission Main - MHOG Schedule A & Schedule B
 OWNER: MHOG Sewer & Water Authority CONTRACT NO.: 200-12719-24013
Substantial Completion Date: 7-Feb-26 **Final Completion Date:** 6-Mar-26

Application is made for payment for the Work shown below, accomplished through the date of 31-Jan-26

1 Original Contract Sum		\$	8,265,860.00
2 Net Change by Change Order		\$	33,350.00
3 Current Contract Amount (line 1 + line 2)		\$	8,299,210.00
4 Work Complete (from summary sheet)	<u>82.3%</u>	%	\$ 6,826,748.65
5 Stored Materials (from summary sheet, if applicable)		\$	
6 Less <u>5</u> % Retainage		\$	414,960.50
7 Less 10% Retainage - Stored Materials		\$	-
8 Total Retainage (line 6 + 7)		\$	414,960.50
9 Amount Due to Date (line 4 + 5 - 8)		\$	6,411,788.15
10 Less Previous Payments (from summary sheet)		\$	6,288,914.15
11 Amount Due This Application (line 9-10)		\$	122,874.00

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not *defective* as that term is defined in the Contract Documents.

ATTACHMENTS TO THIS CERTIFICATION:

X Summary Sheet Change Order Summary Stored Material Summary
 Other

DVM Utilities Inc.

By: Karl J Bates III Digitally signed by Karl J Bates III Date: 2026.02.09 11:54:19 -05'00' Date: 2/9/2026

Payment to CONTRACTOR of the amount shown in line 11 above is recommended by ENGINEER: Tetra Tech, Inc.

By: Shelby Byrne Digitally signed by Shelby Byrne DN: C=US, E=shelby.byrne@tetratech.com, O=Tetra Tech, CN=Shelby Byrne Date: 2026.02.09 12:40:30-05'00' Date: 2/9/2026

APPROVED: MHOG Sewer & Water Authority

By:  Date: 2/9/26

**Marion Transmission Main
JANUARY 2026**

Item	Description	Contract Quantity	Unit	Unit Price	Contract Value	Previous Quantity Installed	Current Period Quantity Installed	Current Period Amount	Total Quantity Installed	Estimated Installed Value	% Complete	Balance to Finish
A1	Mobilization	1	LS	\$ 197,000.00	\$197,000.00	1.00	0.00	\$ -	1.00	\$197,000.00	100%	\$196,999.00
A2	Permit Inspection and Fee Allowance	1	LS	\$ 10,000.00	\$10,000.00	0.00	0.00	\$ -	0.00	\$0.00	0%	\$10,000.00
A3	Traffic Control	1	LS	\$ 21,000.00	\$21,000.00	0.50	0.50	\$ 10,500.00	1.00	\$21,000.00	100%	\$20,999.00
A4	Audiosvisual Coverage	1	LS	\$ 3,000.00	\$3,000.00	1.00	0.00	\$ -	1.00	\$3,000.00	100%	\$2,999.00
A5	Restoration	11,000	SY	\$ 11.00	\$121,000.00	2500.00	3000.00	\$ 33,000.00	5500.00	\$60,500.00	50%	\$120,999.50
A6	Erosion Control Silt Fence	2,000	LF	\$ 4.00	\$8,000.00	283.00	0.00	\$ -	283.00	\$1,132.00	14%	\$7,999.86
A7	Gravel Access Approach	2	EA	\$ 3,150.00	\$6,300.00	1.00	0.00	\$ -	1.00	\$3,150.00	50%	\$6,299.50
A8	8" DIP Water Main, CL 52, Open Cut	30	LF	\$ 200.00	\$6,000.00	30.00	0.00	\$ -	30.00	\$6,000.00	100%	\$5,999.00
A9	16" DIP Water Main, CL 52, Open Cut	20	LF	\$ 220.00	\$4,400.00	11.00	0.00	\$ -	11.00	\$2,420.00	55%	\$4,399.45
A10	20" DIP Water Main, CL 52, Open Cut	2,600	LF	\$ 400.00	\$1,040,000.00	2109.00	0.00	\$ -	2109.00	\$843,600.00	81%	\$1,039,999.19
A11	16" DIP Water Main, CL 52, Directionally Drilled	100	LF	\$ 350.00	\$35,000.00	0.00	0.00	\$ -	0.00	\$0.00	0%	\$35,000.00
A12	20" DIP Water Main, CL 52, Directionally Drilled	800	LF	\$ 420.00	\$336,000.00	0.00	0.00	\$ -	0.00	\$0.00	0%	\$336,000.00
A13	24" HDPE DR 11, Directionally Drilled	4,900	LF	\$ 280.00	\$1,372,000.00	5762.00	0.00	\$ -	5762.00	\$1,613,360.00	118%	\$1,371,998.82
A14	16" DIP Water Main, CL 52 in 30" Steel Casing, Jack and Bore	50	LF	\$ 1,500.00	\$75,000.00	50.00	0.00	\$ -	50.00	\$75,000.00	100%	\$74,999.00
A15	Water Service Lateral, 1"	40	EA	\$ 48.00	\$1,920.00	0.00	0.00	\$ -	0.00	\$0.00	0%	\$1,920.00
A16	Curb Stop and Box	3	CA	\$ 800.00	\$2,400.00	0.00	0.00	\$ -	0.00	\$0.00	0%	\$2,400.00
A17	8" Gate Valve and Box	2	CA	\$ 3,000.00	\$6,000.00	2.00	0.00	\$ -	2.00	\$6,000.00	100%	\$5,999.00
A18	16" Gate Valve and Box"	1	CA	\$ 13,000.00	\$13,000.00	1.00	0.00	\$ -	1.00	\$13,000.00	100%	\$12,999.00
A20	16" Butterfly Valve and Box	3	EA	\$ 16,000.00	\$48,000.00	0.00	0.00	\$ -	0.00	\$0.00	0%	\$48,000.00
A21	20" Butterfly Valve and Box	1	EA	\$ 20,000.00	\$20,000.00	1.00	0.00	\$ -	1.00	\$20,000.00	100%	\$19,999.00
A22	20" Butterfly Valve and Manhole	2	EA	\$ 30,000.00	\$60,000.00	1.00	0.00	\$ -	1.00	\$30,000.00	50%	\$59,999.50
A23	45 Degree Bend, 20" DIA, DI	8	EA	\$ 4,300.00	\$34,400.00	8.00	0.00	\$ -	8.00	\$34,400.00	100%	\$34,399.00
A24	45 Degree Bend, 24" DIA, HDPE	6	EA	\$ 3,750.00	\$22,500.00	2.00	2.00	\$ 7,500.00	4.00	\$15,000.00	67%	\$22,499.33
A25	16"x16"x16" Tee	1	EA	\$ 4,000.00	\$4,000.00	0.00	0.00	\$ -	0.00	\$0.00	0%	\$4,000.00
A26	20"x20"x8" Tee	2	EA	\$ 7,000.00	\$14,000.00	2.00	0.00	\$ -	2.00	\$14,000.00	100%	\$13,999.00
A27	20" x 16" Reducer	2	EA	\$ 6,000.00	\$12,000.00	1.00	0.00	\$ -	1.00	\$6,000.00	50%	\$11,999.50
A28	Connect to Existing Water Main	4	EA	\$ 10,600.00	\$42,400.00	1.00	0.00	\$ -	1.00	\$10,600.00	25%	\$42,399.75
A29	Fence, Woven Wire with Wood Post	120	LF	\$ 45.00	\$5,400.00	0.00	0.00	\$ -	0.00	\$0.00	0%	\$5,400.00
A30	Fence, Remove and Reset	40	LF	\$ 30.00	\$1,200.00	0.00	0.00	\$ -	0.00	\$0.00	0%	\$1,200.00
A31	Fire Hydrant Assembly	4	EA	\$ 14,000.00	\$56,000.00	3.00	0.00	\$ -	3.00	\$42,000.00	75%	\$55,999.25
A32	15" Culvert	30	LF	\$ 65.00	\$1,950.00	0.00	0.00	\$ -	0.00	\$0.00	0%	\$1,950.00
A33	Gravel Driveway Restoration	200	SY	\$ 27.00	\$5,400.00	0.00	0.00	\$ -	0.00	\$0.00	0%	\$5,400.00
A34	Asphalt Driveway Restoration	100	SY	\$ 145.00	\$14,500.00	0.00	0.00	\$ -	0.00	\$0.00	0%	\$14,500.00
*A101	Stored Material - 24" HDPE WM	5800	LF	\$ 75.95	\$440,510.00	5800.00	0.00	\$ -	5800.00	\$440,510.00	100%	\$440,509.00
*A102	Installed Material - 24" HDPE WM	5800	LF	\$ (75.95)	-\$440,510.00	5762.00	0.00	\$ -	5762.00	-\$437,623.90	99%	-\$440,510.99
*A103	Stored Material - Hydrant Assembly	5	EA	\$ 4,239.00	\$21,195.00	5.00	0.00	\$ -	5.00	\$21,195.00	100%	\$21,194.00
*A104	Installed Material - Hydrant Assembly	5	EA	\$ (4,239.00)	-\$21,195.00	3.00	0.00	\$ -	3.00	-\$12,717.00	60%	-\$21,195.60
*A105	Stored Material - 8" Gate Valve	2	EA	\$ 1,289.00	\$2,578.00	2.00	0.00	\$ -	2.00	\$2,578.00	100%	\$2,577.00
*A106	Installed Material - 8" Gate Valve	2	EA	\$ (1,289.00)	-\$2,578.00	2.00	0.00	\$ -	2.00	-\$2,578.00	100%	-\$2,579.00
*A107	Stored Material - 16" Gate Valve	1	EA	\$ 8,525.00	\$8,525.00	1.00	0.00	\$ -	1.00	\$8,525.00	100%	\$8,524.00
*A108	Installed Material - 16" Gate Valve	1	EA	\$ (8,525.00)	-\$8,525.00	1.00	0.00	\$ -	1.00	-\$8,525.00	100%	-\$8,526.00
*A109	Stored Material - 20" DIP WM	1226	LF	\$ 125.60	\$153,985.60	1226.00	0.00	\$ -	1226.00	\$153,985.60	100%	\$153,984.60
*A110	Installed Material - 20" DIP WM	1226	LF	\$ (125.60)	-\$153,985.60	746.00	0.00	\$ -	746.00	-\$93,697.60	61%	-\$153,986.21
*A111	Stored Material - 8" DIP WM	30	FT	\$ 40.75	\$1,222.50	30.00	0.00	\$ -	30.00	\$1,222.50	100%	\$1,221.50
*A112	Installed Material - 8" DIP WM	30	FT	\$ (40.75)	-\$1,222.50	30.00	0.00	\$ -	30.00	-\$1,222.50	100%	-\$1,223.50
*A113	Stored Material - 16" DIP WM	20	FT	\$ 96.65	\$1,933.00	20.00	0.00	\$ -	20.00	\$1,933.00	100%	\$1,932.00
*A114	Installed Material - 16" DIP WM	20	FT	\$ (96.65)	-\$1,933.00	11.00	0.00	\$ -	11.00	-\$1,063.15	55%	-\$1,933.55
*A115	Stored Material - 16" Butterfly Valve	3	EA	\$ 5,075.00	\$15,225.00	3.00	0.00	\$ -	3.00	\$15,225.00	100%	\$15,224.00

*A116	Installed Material - 16" Butterfly Valve	3	EA	\$ (5,075.00)	-\$15,225.00	0.00	0.00	\$ -	0.00	\$0.00	0%	-\$15,225.00
*A117	Stored Material - 20" Butterfly Valve	3	EA	\$ 7,675.00	\$23,025.00	3.00	0.00	\$ -	3.00	\$23,025.00	100%	\$23,024.00
*A118	Installed Material - 20" Butterfly Valve	3	EA	\$ (7,675.00)	-\$23,025.00	2.00	0.00	\$ -	2.00	-\$15,350.00	67%	-\$23,025.67
*A119	20" Locking Gaskets	16	EA	\$ 680.00	\$10,880.00	16.00	0.00	\$ -	16.00	\$10,880.00	100%	\$10,879.00
Subtotal Schedule A Cross Country												
B1	Mobilization	1	LS	\$ 400,000.00	\$400,000.00	1.00	0.00	\$ -	1.00	\$400,000.00	100%	\$399,999.00
B2.1	Permit Inspection and Fee Allowance	1	LS	\$ 10,000.00	\$10,000.00	0.00	0.00	\$ -	0.00	\$0.00	0%	\$10,000.00
B2.2	Traffic Control	1	LS	\$ 63,000.00	\$63,000.00	0.50	0.00	\$ -	0.50	\$31,500.00	50%	\$62,999.50
B3	Audiovisual Coverage	1	LS	\$ 6,000.00	\$6,000.00	1.00	0.00	\$ -	1.00	\$6,000.00	100%	\$5,999.00
B4	Restoration	11,000	SY	\$ 11.00	\$121,000.00	0.00	5500.00	\$ 60,500.00	5500.00	\$60,500.00	50%	\$120,999.50
B5	Erosion Control, Silt Fence	10,000	LF	\$ 4.00	\$40,000.00	2261.00	0.00	\$ -	2261.00	\$9,044.00	23%	\$39,999.77
B6	Erosion Control, Inlet Filter	3	EA	\$ 100.00	\$300.00	0.00	0.00	\$ -	0.00	\$0.00	0%	\$300.00
B7	Gravel Access Approach	1	EA	\$ 3,000.00	\$3,000.00	0.00	0.00	\$ -	0.00	\$0.00	0%	\$3,000.00
B8	12" DIP Water Main, CL 52, Open Cut	20	LF	\$ 220.00	\$4,400.00	0.00	0.00	\$ -	0.00	\$0.00	0%	\$4,400.00
B9	16" DIP Water Main, CL 52, Open Cut	30	LF	\$ 240.00	\$7,200.00	0.00	0.00	\$ -	0.00	\$0.00	0%	\$7,200.00
B10	24" DIP Water Main, CL 52, Open Cut	9,700	LF	\$ 309.00	\$2,997,300.00	5933.00	15.00	\$ 4,635.00	5948.00	\$1,837,932.00	61%	\$2,997,299.33
B11	30" HDPE Water Main DR 11, Directionally Drilled	400	LF	\$ 600.00	\$240,000.00	400.00	0.00	\$ -	400.00	\$240,000.00	100%	\$239,999.00
B12	24" DIP Water Main, CL 52 in 42" Steel Casing, Jack and Bore	120	LF	\$ 1,600.00	\$192,000.00	111.00	0.00	\$ -	111.00	\$177,600.00	93%	\$191,999.08
B13	12" Gate Valve in box	1	EA	\$ 5,000.00	\$5,000.00	0.00	0.00	\$ -	0.00	\$0.00	0%	\$5,000.00
B14	24" Butterfly Valve in box	5	EA	\$ 32,000.00	\$160,000.00	5.00	0.00	\$ -	5.00	\$160,000.00	100%	\$159,999.00
B15	11.25 Bend, 24"	10	EA	\$ 4,550.00	\$45,500.00	6.00	1.00	\$ 4,550.00	7.00	\$31,850.00	70%	\$45,499.30
B16	45 Bend, 24"	15	EA	\$ 4,550.00	\$68,250.00	6.00	1.00	\$ 4,550.00	7.00	\$31,850.00	47%	\$68,249.53
B17	24"x24"x24" Tee	3	EA	\$ 9,400.00	\$28,200.00	1.00	0.00	\$ -	1.00	\$9,400.00	33%	\$28,199.67
B18	24"x24"x16" Tee	1	EA	\$ 6,000.00	\$6,000.00	0.00	0.00	\$ -	0.00	\$0.00	0%	\$6,000.00
B20	12"x12"x12" Tee	1	EA	\$ 2,500.00	\$2,500.00	0.00	0.00	\$ -	0.00	\$0.00	0%	\$2,500.00
B21	24"x16" Reducer	1	EA	\$ 4,250.00	\$4,250.00	0.00	0.00	\$ -	0.00	\$0.00	0%	\$4,250.00
B22	16"x12" Reducer	1	EA	\$ 2,000.00	\$2,000.00	0.00	0.00	\$ -	0.00	\$0.00	0%	\$2,000.00
B23	Fire Hydrant Assembly	6	EA	\$ 12,750.00	\$76,500.00	5.00	0.00	\$ -	5.00	\$63,750.00	83%	\$76,499.17
B24	Connection to Existing Water Main	2	EA	\$ 11,750.00	\$23,500.00	1.00	0.00	\$ -	1.00	\$11,750.00	50%	\$23,499.50
B25	Move Existing Fire Hydrant	1	EA	\$ 4,400.00	\$4,400.00	0.00	0.00	\$ -	0.00	\$0.00	0%	\$4,400.00
B26	Remove and Replace 12" CMP Culvert	200	LF	\$ 51.00	\$10,200.00	62.00	0.00	\$ -	62.00	\$3,162.00	31%	\$10,199.69
B27	Remove and Replace 18" CMP Culvert	30	LF	\$ 63.00	\$1,890.00	0.00	0.00	\$ -	0.00	\$0.00	0%	\$1,890.00
B28	Gravel Drive Restoration	5,400	SY	\$ 19.00	\$102,600.00	0.00	0.00	\$ -	0.00	\$0.00	0%	\$102,600.00
B29	Concrete Driveway Restoration	30	SY	\$ 90.00	\$2,700.00	0.00	0.00	\$ -	0.00	\$0.00	0%	\$2,700.00
B30	Asphalt Driveway Restoration	330	SY	\$ 80.00	\$26,400.00	0.00	0.00	\$ -	0.00	\$0.00	0%	\$26,400.00
*B101	Stored Material - 30" HDPE WM	400	LF	\$ 125.50	\$50,200.00	400.00	0.00	\$ -	400.00	\$50,200.00	100%	\$50,199.00
*B102	Installed Material - 30" HDPE WM	400	LF	\$ (125.50)	-\$50,200.00	400.00	0.00	\$ -	400.00	-\$50,200.00	100%	-\$50,201.00
*B103	Stored Material - Hydrant Assembly	6	EA	\$ 4,239.00	\$25,434.00	6.00	0.00	\$ -	6.00	\$25,434.00	100%	\$25,433.00
*B104	Installed Material - Hydrant Assembly	6	EA	\$ (4,239.00)	-\$25,434.00	5.00	0.00	\$ -	5.00	-\$21,195.00	83%	-\$25,434.83
*B105	Stored Material - 12" Gate Valve	1	EA	\$ 2,545.00	\$2,545.00	1.00	0.00	\$ -	1.00	\$2,545.00	100%	\$2,544.00
*B106	Installed Material - 12" Gate Valve	1	EA	\$ (2,545.00)	-\$2,545.00	0.00	0.00	\$ -	0.00	\$0.00	0%	-\$2,545.00
*B107	Stored Material - 24" DIP WM	9642	LF	\$ 157.40	\$1,517,650.80	9642.00	0.00	\$ -	9642.00	\$1,517,650.80	100%	\$1,517,649.80
*B108	Installed Material - 24" DIP WM	9642	LF	\$ (157.40)	-\$1,517,650.80	6044.00	15.00	\$ (2,361.00)	6059.00	-\$953,686.60	63%	-\$1,517,651.43
*B109	Stored Material - 12" DIP WM	20	FT	\$ 67.45	\$1,349.00	20.00	0.00	\$ -	20.00	\$1,349.00	100%	\$1,348.00
*B110	Installed Material - 12" DIP WM	20	FT	\$ (67.45)	-\$1,349.00	0.00	0.00	\$ -	0.00	\$0.00	0%	-\$1,349.00
*B111	Stored Material - 16" DIP WM	30	FT	\$ 96.65	\$2,899.50	30.00	0.00	\$ -	30.00	\$2,899.50	100%	\$2,898.50
*B112	Installed Material - 16" DIP WM	30	FT	\$ (96.65)	-\$2,899.50	0.00	0.00	\$ -	0.00	\$0.00	0%	-\$2,899.50
*B113	Stored Material - 24" DIP WM	200	FT	\$ 157.40	\$31,480.00	200.00	0.00	\$ -	200.00	\$31,480.00	100%	\$31,479.00
*B114	Installed Material - 24" DIP WM	200	FT	\$ (157.40)	-\$31,480.00	0.00	0.00	\$ -	0.00	\$0.00	0%	-\$31,480.00
*B115	Stored Material - 24" Butterfly Valve	5	EA	\$ 10,850.00	\$53,250.00	5.00	0.00	\$ -	5.00	\$53,250.00	100%	\$53,249.00
*B116	Installed Material - 24" Butterfly Valve	5	EA	\$ (10,850.00)	-\$53,250.00	5.00	0.00	\$ -	5.00	-\$53,250.00	100%	-\$53,251.00
*B117	24" Locking Gaskets	14	EA	\$ 1,605.00	\$22,470.00	14.00	0.00	\$ -	14.00	\$22,470.00	100%	\$22,469.00
Subtotal Schedule B Sanatorium												
					\$8,299,210.00			\$ 71,874.00		\$3,703,284.70		\$0.00
							\$ 122,874.00		\$ 6,826,748.65	82.26%	\$8,299,209.18	

SECTION 00934 - PROPOSAL REQUEST

CONTRACTOR: _____ DVM Utilities Inc _____ 6045 Sims Dr. STE 2 _____ Sterling Heights, MI 48313-3711 _____ From: Shelby Byrne, P.E. _____ ENGINEER - Tetra Tech _____	Request: 01 – Schedule B Pipe Support _____ Date: February 10, 2026 _____ Project: Marion Township, Michigan _____ Marion Transmission Main - MHOG _____ Schedule A & Schedule B _____ Contract: 200-12719-24013 _____
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INTENT: This is a request to CONTRACTOR for a detailed price breakdown of proposed changes in the Work. Where Unit Prices are established in the Agreement, they will be used for changes in pay item quantities. Any changes to cost other than those due to quantity changes must be clearly stated.

PROPOSED CHANGES:

Install helical pile pipe supports between stations 49+15 to 51+15 and 59+65 to 62+65 per the attached detail, geotechnical report requirements, and 02450 – Pilings Specification. Total linear feet of water main requiring pipe support is approximately 500-feet. Helical piles shall be fabricated based on the detail on sheet C-004 and the load requirements and disk dimensions provided in the geotechnical report. Helical piles shall be spaced a maximum of 10-feet apart and have an estimated depth of 20-feet deep below existing grade. Where unsuitable soil extends less than 2 feet below the bottom of the proposed water main trench, undercutting of the unsuitable soil below the proposed water main trench and refilling with 6A stone may be used to support the water main instead of using helical pile pipe supports. Locking gaskets should be used for the water main between stations 48+55 to 51+75 and 59+05 to 62+65. The proposed water main should be installed at a minimum of 5-feet deep instead of the currently shown 5.5-feet deep between stations 49+15 to 62+65 to accommodate some of the additional excavation required for pipe support installation and reduce cost. A markup of the water main profile showing the limits of the organic soils found in the geotechnical investigation is attached for informational purposes only.

Pricing shall be provided on a unit price basis, with the following items. Existing pay items may be used as needed:

Item No.	Description:	Quantity	Unit
	Pipe Support, Including 7-feet of Piling	50	EA
	Helical Pile, Additional Depth	350	LF
	Undercut and Stone Refill	30	CYD
	Geotechnical Inspection	1	LS
	24" Locking Gaskets	34	EA

The Pipe Support, including 7-feet of Piling pay item shall include furnishing and installing of the pipe support cradle and the first 7-feet of helical pile and all other work required to complete the construction of each pipe support. Work already included in the Water Main, Open Cut pay item shall not be included as part of this work.

The Helical Pile, Additional Depth pay item shall be paid on a per linear foot basis of additional footage of pile required for pipe support installation. The pay item shall include furnishing and installing lengths of piles beyond what is included in the unit price for each pipe support.

Funds Available versus Project Costs

	Original Budget	Notes
Grant	\$6,305,000	\$6,100,700 Grant Dollars Received
Connection Fee Acct	\$2,700,000 (Leaves 54240 in Account)	
Capital Improvement	\$1,500,000 (Note: Leaves \$250,000 per policy)	
Total Funds	\$10,505,000	
Low Bid:	\$8,265,860	
Mechanical Sanitorium PS	\$25,000	
Contingency (10%)	\$826,586	
Engineering (5%)	\$413,293	
Total	\$9,530,739	
Revised Contract Amount	\$8,299,210	
Paid Through 9	\$6,288,914	
Due to DVM	\$2,010,296	
Due to Tt & G	\$53,674	
Total Contract Due	\$2,063,970	
CIP Fund Available	\$1,750,000	
Tap Fee Available	\$500,000	
Construction Fund	\$2,055,267	
Available to Finish Project	\$4,305,267	
Owe Contractually	\$2,063,970	
Available to Finish Project	\$2,241,297	

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To be

Distributed at

Meeting

MHOG UTILITY DEPARTMENT
PROJECT SYSTEM EXPANSION SUMMARY
February 2026

No.	PROJECT	Activity Past Month	TOWNSHIP	LOCATION	PROJECT DESCRIPTION	STATUS
Plan Review & Permitting Phase						
1	Howell Business Park - Office Warehouse	No	Howell	Austin Court	Warehouse - Office Storage	Permit approved 12/11/25, issued construction phase escrow invoice
2	Agape City Church	Yes	Howell	Dufree & W. Grand River	Church	Sent first set of comments on plans to design engineer on 2/11/26
3	Summerfield Pointe Estates	Yes	Genoa	Grand River & Lawson Dr.	Phases 1 & 2 of 102 unit residential site condominium development.	Pre-Con scheduled for February 24th.
4	Wrangler's Saloon	Yes	Howell	Grand River & Burkhart	Demo and rebuild of restaurant	They sent us plans for modified storm water, no impacts to sewer or water
5	Grand River Apartments	No	Howell	Grand River West of Burkhart	Apartment Complex	Performed Hydraulic Modeling and Impact Determination
6	Soapy Bucket Oak Grove	No	Howell	Oak Grove and M-59	Car Wash Facility with capacity for future development of adjacent parcels	EGLE Permit approved 11/1/24, waiting on payment of construction escrow & pre-con. Informed that they want to do live tap and portion of watermain this fall.
7	Proposed Senior Housing Development	No	Howell	N. Burkhart & Mason Rd.	Multiple Family Development of Single Family residences for seniors	Reviewed plans, need to include a loop of watermain.
8	Outside Storage Howell	No	Howell	Hydraulic Dr.	Outside Recreational Vehicle Storage Facility	Plans approved on 10/8/25 as revisions made. Permit app submitted 10/13/25 & approved 10/29/25, issued construction phase escrow invoice.
Construction Phase						
1	Broadmoor C Phases 2-4	No	Oceola	Latson and M-59	Phase 2 - 5 of Broadmoor / Enclave 157 Lots	Received EGLE permit, contractor said construction planned for spring 2026
2	Heritage Square	Yes	Howell	N. Burkhart & Mason Rd.	176 Single Family Homes - Part of Future Development	Issued RCA 1 using project contingency. Stante is requesting walk through, waiting on snow to melt.
3	Legacy Apartments	No	Genoa	Grand River & Dorr	203 Apartment Units	Walk thru 9/29/25, Punch list issued 10/2/25, 2nd walk thru on 10/23/25, Issued partial UA
4	South Latson Commercial Development	No	Genoa	S. Latson Rd.	Drive thru restaurant	Waiting on pre-construction meeting, site work has started but no utilities yet. We received submittals & pre-con held 12/2/25
5	Woodland Reserve	Yes	Oceola	M59 & Latson	132 Unit Condo Development	Contractor drilling Forcemain hit watermain. MHOG Shut down, need to flush and re test, want them to complete drilling and crossing first
6	Three 60 Roto	Yes	Genoa	Victory Drive	Building Addition	Water main complete, further site development will require walk through, Received CAD files and Easement Documents for recording.
7	2025 Euler Road	Yes	Genoa	Euler Road	2 Unit Industrial Site Condo Project	Sanitary and Water Walk Thru on January 8th, Punch List Issuance January 13th, Issued RCA 2 using project contingency.
Close Out Phase						
1	Avenue Apartments Oceola	No	Oceola	M59 & Latson - SE	109 Unit Apartment Complex	Walkthrough 6/9/25, have a few punch list items, need easement docs, in project closeout
2	Grand River Plaza	No	Genoa	Grand River Mall Plaza	Redevelopment of existing Grand River Plaza Mall	Complete final walkthrough after paving is complete, last hydrant was relocated.
3	LACASA	No	Howell	Tooley Rd. North of M-59	Office Building & Shelter Space	Still need Easement docs. In Final Closeout
4	Mister Car Wash	No	Genoa	S. Latson Rd	Car Wash	Rec'd As-Built & CAD. Need Easement Documents. Walkthrough complete. In closeout.
5	Nexthome Realty	No	Howell	M-59	Realty Office	In project closeout
6	Prentis Estates	No	Genoa	Latson & I696	Apartment Complex connecting into water	Water Main Tie in 12/11/25 & 6" Meter Placed into Vault. 12/16/25 second tie in & water main flushed through complex. In project closeout.
7	St. Joseph Mercy Brighton Expansion	No	Genoa	Woodland Medical Center	Hospital	All punch list items have been addressed, in Project Closeout.

MHOG Utility Department
 Tower Maintenance Schedule
 2026

Tank I.D.	Type of Tank	Size (Gal)	Date Last Exterior Painting	Date Last Wet Interior Painting	Date Last Dry Interior Painting	Date Last Inspection	Date Cathodic Protection Installed	Date Last Cathodic Inspection	Date Last Exterior Pressure Wash	Cathodic Inspection Due	Interior/Exterior Inspection Due	Wet Interior Painting Due	Dry Interior Painting Due	Exterior Painting Due	Exterior Power Wash Due
Marion Tank 1	Steel Cylinder	1,000,000	Oct-19	Oct-19	NA	Oct-21	Oct-19	2025	2024 - Partial	Oct-26	Sep-26	2034	NA	2034	2026
Marion Tank 2	Concrete Cylinder	4,000,000	10/1/2025 (Roof)	Dec-2024 (Piping)	NA	Oct-25	NA	NA	Jun-25	NA	04/1/2027 (Warranty)	2044 (Piping)	NA	NA	2030
TransWest Tower	Painted Steel Spheroid	300,000	Oct-18	Oct-18	Oct-18	2024	Oct-18	2025	Jun-25	Oct-26	10/1/2028 (Warranty)	2027	2027	2027	2031
Oceola Tower	Painted Steel Spheroid	500,000	Nov-21	Dec-08	Nov-21	Nov-22	Nov-21	2025	NA	Oct-26	May-27	2036	2036	2036	Aug-28
Genoa Tower	Painted Steel Spheroid	500,000	Jun-21	May-11	Jun-21	Jul-22	May-21	2025	NA	Oct-26	May-27	2036	2036	2036	Aug-28
Hometown Tank	Painted Steel Spheroid	500,000	Jun-13	Jun-13	Jun-13	2024	Jun-13	2025	Jul-23	Oct-26	May-29	2028	2028	2028	Jul-28
Oak Pointe GST	Concrete Cylinder	500,000	NA	NA	NA	May-20	NA	NA	July-23	NA	10/1/2027 (Warranty)	10/1/2026 (Piping)	NA	10/2026 (Roof)	10/1/2026 (Walls)
Oak Pointe Tower	Painted Steel Spheroid	150,000	2015	2015	2015	May-22	Jun-15	2025	Jun-25	Oct-26	May-27	May-30	May-30	May-30	2030

ROV inspections every 5 years
 Pressure washing every 5 years, Transwest every 3/4 years
 Cathodic Protection Turned on after 1 year paint warranty inspection, actual schedule affected by results of inspections
 Cathodic inspection annually
 Interior/Exterior painting every 15 years, actual schedule affected by results of inspections

DUE
COMPLETED



**Nelson Tank Engineering
& Consulting, Inc.**

16240 National Parkway
Lansing, MI 48906

PROPOSAL AND CONTRACT AGREEMENT

This agreement between MHOG (OWNER) and NELSON TANK ENGINEERING and CONSULTING, INC. (CONSULTANT) for consulting services on the 300,000-Gallon Water Storage Tank (PROJECT) at TRANSWEST is as follows:

The OWNER agrees to engage the services of the CONSULTANT for services hereinafter set forth.

- A. CONSULTANT agrees to perform services as detailed in the attached Section I.
- B. OWNER agrees to pay CONSULTANT, for services rendered, the sum of Thirty-One Thousand Thirty Dollars (\$31,030). Terms of Payment shall be detailed in Section II.
- C. Additional services performed by CONSULTANT requested by the OWNER which are not within the proposed scope of services as defined in section I, shall be paid to the CONSULTANT in accordance with time and material fees per Section III plus reimbursable expenses.
- D. The OWNER and CONSULTANT agree to the conditions as set forth in the attached General Provisions of the agreement.

This contract format shall include this cover sheet, Sections I, II, III and General Conditions. Any changes in this CONTRACT shall be made by written addendum.

Debra Otberg	February 3, 2026
Proposed by CONSULTANT	Date
Contract Approved by CONSULTANT	Date
Contract Approved by OWNER (Title)	Date
Cosignature (If Required) (Title)	Date

SECTION I

Proposed Services and Responsibilities

300,000-Gallon Tank Painting and Repair Transwest

I. Preparation of Specifications and Contract Documents

A. Scope of Services Performed by the Owner

1. Provide a place for the bid opening.
2. Preside over the Bid Opening and open the bids received.
3. Review insurance certificate coverages.
4. Review Payment, Performance and Maintenance Bonds.

B. Scope of Services Performed by Consultant

1. Prepare Contract Documents and Technical Specifications for project to include, but not limited to, the following:
 - a. Advertisement for Bids
 - b. Information for Bidders
 - c. General Conditions
 - d. Detailed Specifications
 - e. Inspection Form
 - f. Proposal Format
 - g. Contract Agreement
2. Address all questions, written or verbal response, concerning the project that are submitted.
3. Direct mail Advertisements to Contractors who have been prior approved as capable and conscientious.
4. Assist in preparation of EGLE permit application.
5. Send Specifications to selected appropriate Plan rooms.
6. Review the bids submitted to the Owner and recommend award.
7. Furnish Owner and Contractor Contract Documents to complete.
8. Review Payment and Performance Bonds of selected Contractor and the Insurance Certificates. The Owner's Insurance Consultant and Attorney should also review.

9. Furnish Owner with complete Notice to Proceed to sign and forward to the Contractor.

II. Color and Logo Modeling

- A. Develop and model simulation of the tank in 3D
- B. Create color, lettering and logo schemes per Owners' instructions
- C. Consult Owner on feasibility of logo/lettering schemes and sizing.

III. Project Administration

- A. Attend and preside over pre-bid meeting.
- B. Attend and preside over preconstruction meeting.
- C. Review material submittals.
- D. Review claims and change order requests.
- E. Prepare change order documents if applicable.
- F. Issue inspection reports in PDF format.
- G. Review pay applications and prepare documents for signature.
- H. Review final submittal documents.

IV. Critical Phase Inspection Services

- A. Two visits to observe repairs for specification compliance. Weld repairs visually inspected for surface defects (i.e. undercut, reinforcement, underfill).
- B. Four visits to review wet interior abrasive blast cleaning for thoroughness, surface profile, and compliance with specification, prior to application of the primer coat. Record and review all materials delivered to the site for specification compliance.
- C. One visit to review the wet interior primer coat for uniformity, coverage, and dry film thickness, prior to application of the intermediate coat.
- D. One visit to review the wet interior intermediate coat uniformity, coverage and dry film thickness prior to application of the topcoat.
- E. One visit to review the wet interior topcoat for uniformity, coverage and dry film thickness for compliance with specification. Conduct holiday test on surfaces below the water line. Examine the overall project for possible damage caused by equipment removal.
- F. Four visits to review dry interior abrasive blast cleaning for thoroughness, surface profile, and compliance with specification, prior to application of the primer coat. Record and review all materials delivered to the site for specification compliance.
- G. One visit to review the dry interior primer coat for uniformity, coverage, and dry film thickness, prior to application of the intermediate coat.
- H. One visit to review the dry interior intermediate coat uniformity, coverage and dry film thickness prior to application of the topcoat.
- I. One visit to review the dry interior topcoat for uniformity, coverage and dry film thickness for compliance with specification. Examine the overall project for possible damage caused by equipment removal.

- J. Six visits to review exterior surface preparation for compliance with specification, prior to application of the primer coat. Record and review all materials delivered to the site for specification compliance.
- K. One visit to review the exterior primer coat for uniformity, coverage, and dry (or wet) film thickness, prior to application of the intermediate coat.
- L. One visit to review the exterior intermediate coat for uniformity, coverage, and dry (or wet) film thickness prior to application of the topcoat.
- M. One visit to review the exterior topcoat for uniformity, coverage and dry (or wet) film thickness for compliance with specification. Examine the overall project for possible damage caused by equipment removal.
- N. One visit to finalize the project, to review items in the contract specification for completion. To review the quality of workmanship for contract requirements.

V. Miscellaneous Provisions

- A. All documents produced by the Consultant under this agreement shall remain the property of the Consultant and may not be used by the Owner for any other endeavor without the written consent of the Consultant.
- B. Inspection reports shall detail work completed, report progress, provide test results and prepare punch list for incomplete work.
- C. Consultant shall provide review and recommendations for pay requests submitted by Contractor.
- D. Consultant shall provide only inspection visits as described above unless otherwise directed by Owner.
- E. Consultant shall endeavor to observe Contractor's corrections of deficiencies or punch list items concurrently with regularly scheduled inspection visits. Additional visits, beyond the final inspection, required observing Contractor's corrections of deficiencies or punch list items shall be assessed per Section II. Payment to the Contractor shall be reduced to cover the cost of additional inspection services when deemed appropriate.

SECTION II

Proposed Service Fees

300,000-Gallon Tank Painting and Repair Transwest

1. Payment for preparation of specifications and contract documents shall be the lump sum fee of \$5,600.
2. Payment for model development and schematics shall be \$1,050 based on the hourly schedule in accordance with the following estimate:

Tank model development	3 hrs @ \$150 per hour
Schematic #1	2 hrs @ \$150 per hour
Schematic #2	2 hrs @ \$150 per hour
3. Payment for project administration shall be \$2,800 in accordance the following:

Pre-bid meeting		\$ 650
Precon meeting:		\$ 650
Project administration	10 hrs @\$150/hr	\$1,500
4. Payment for Inspection Services shall be \$21,580. Inspection fees shall be lump sum for each individual site visit. Payment shall be an \$830 per visit fee with 26 visits detailed in Section I.
5. Requests for Professional services not included in the original scope of work, Section I, shall be assessed at time and material fees per Section III.
6. Invoices shall include all work performed during the month. The invoice will start on the beginning of each month and will close on the end of each month. Partial payment requests may be allowed if approved by the Owner. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Owner shall pay all costs of collection, including reasonable attorney fees.

SECTION III

Additional Service Fees

LABOR CLASS	Per Hour (\$)
Project Manager	150
Registered Professional Engineer	150
Project Engineer	120
Inspector AMPP Certified	95
Inspector AWS Certified	100
Inspector	90
Secretarial Services	75
Modeling or CAD	150
EXPENSES	Unit Cost (\$)
Mileage Commercial	1.20/mile
Mileage Truck	2.50/mile
Meals & Lodging	170/diem
Air Travel	Business class
Car Rental	Full size auto
LABORATORY TESTING	Unit Cost (\$)
Paint lead swab test	50
Paint sample (3 metals)	160
Background soil (Total lead)	60

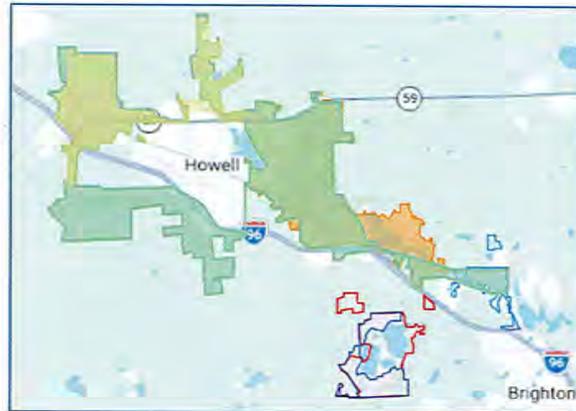
-History continued

As with Oak Pointe and concern over ground water contamination, the plant was taken off-line and converted to an equalization pump station in 2024 and is now also a wholesale customer to the Genoa-Oceola WWTP.

The Marion Howell Oceola and Genoa Sewer & Water Authority was formed to provide water for growth in the four townships surrounding the City of Howell in 1998. In 2000 the lime softening treatment plant was completed with an initial capacity of 4 MGD. In 2006 an additional 8 MGD plant was constructed to bring the total capacity to 12 MGD along with 3 additional 2 MGD production wells, in addition, a 4 MG water storage tank was constructed in 2004 and an additional booster station and 0.5 MG elevated storage tank were constructed in 2012. MHOG produces around 1.75 MGD in the winter and up to 5 MGD in the summer. The Genoa-Oceola WWTP was originally constructed as a Sequencing Batch Reactor ground water discharge plant in 1988 with an initial treatment capacity of 0.45 MGD. The plant was expanded in 1991 to a treatment capacity of 0.7 MGD. In 2000 due to a combination of continued growth as well as groundwater contamination from softener salt in water softeners, the plant was expanded in 2001 to a surface water discharge plant with a treatment capacity of 1.6 MGD. As growth continued the plant was expanded again in 2020 to its current treatment capacity of 3.2 MGD remaining a surface water discharge facility. The Howell Township wastewater system was originally constructed in 1984 with the treatment being lagoons. As with the other systems, due to growth, the plant was expanded to a mechanical treatment plant with a capacity of 0.75 MGD in 2000.◆

Staffing and Facilities

Originally, as the systems grew, the plants, water distribution, and wastewater collection systems were operated by private operation firms. In 2011, the MHOG, Genoa-Oceola, and Genoa Township Boards got together and formed the MHOG Utility Department with internal staff who worked directly for Genoa Township and through an intergovernmental agreement, operated all systems together. This allowed the systems to have staffing levels, expertise and equipment that no single system could have reasonably afforded individually. In 2021, Howell Township Wastewater was added to the systems operated by our department. In 2026, the staff transitioned to working for the MHOG Authority Board to give each township a voting member on oversight of the various systems.



-  MHOG Water Area
-  Oak Pointe Water Area
-  Genoa-Oceola Sewer Area
-  Lake Edgewood Sewer area
-  Oak Pointe Sewer Area
-  Howell Township Sewer Area

This map represents the approximate locations of the existing municipal water main and sanitary sewer service area and is not intended to show parcel specific information. For information on municipal water and sewer availability please contact your Township's Zoning and Planning Department.

MHOG Utilities Customer Service:

800-881-4109

24/7 Emergency line:

855-231-6692

Visit us at www.mhog.org

MHOG & G-O

Sewer and Water Authorities



The MHOG Utility Department is supported by 27 dedicated employees who work across multiple facilities to ensure reliable services every day. Our staff are mostly local to Livingston County and are your neighbors, friends, coaches, and taxpayers. This vested interest in our community is critical to our operation. The Governing Boards are proud of their cooperation and foresight to offer excellent public health services to our residents.



Genoa-Oceola WWTP

History and Overview

The MHOG Utility Department has a unique history in providing sewer and water service to communities in central Livingston County. The name MHOG Utility Department was chosen as we operate Drinking water systems serving Marion, Howell, Oceola and Genoa Townships including the Oak Pointe Water System.

MHOG also operates Sanitary Sewer Systems serving Genoa, Oceola, and Howell Townships and also the Lake Edgewood and Oak Pointe Systems.

By having the MHOG name, we can be recognized by customers in any of our service districts.

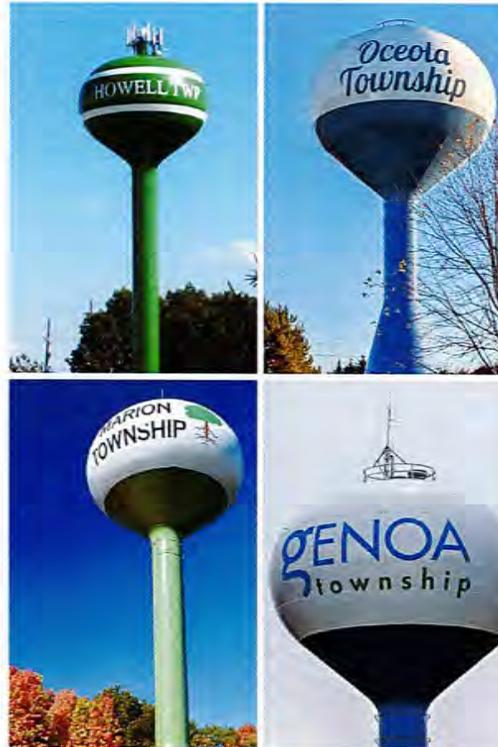
MHOG operates and maintains an extensive network of water and wastewater facilities designed to meet the needs of a growing community.

Wastewater Systems

- Two Wastewater Treatment Plants
- The Genoa-Oceola Wastewater Treatment Plant (WWTP) with a capacity of 3.2 MGD with a current Average Daily Flow of 1.3 MGD
- Howell Township WWTP with a capacity of 0.75 MGD with a current average daily flow of 0.35 MGD
- Approximately 160 miles of sanitary sewer piping
- 67 Sewer pump stations
- 622 Grinder pump stations
- 2,775 Manholes

Water Systems

- Two Water Treatment Plants
- The MHOG Water Treatment Plant is a 3.2 Million Gallon Per Day (MGD) Plant with lime softening and fluoride addition. The Oak Pointe Water Treatment Plant is a 1.4 MGD limited treatment plant with iron removal.
- Approximately 168 miles of water distribution piping
- Seven Water Towers totaling 7.54 MG of storage
- Four Booster Stations
- 1,900 Fire Hydrants



History of Each System

The Oak Pointe Wastewater System was first constructed as part of the Burroughs Farms Development in 1987. The groundwater discharge plant was taken over by the Township and expanded to accommodate growth of the Oak Pointe System in 1990. The plant was again expanded in 1994 to add additional capacity to serve the Crooked and Round Lake areas to improve lake quality. Due to sodium and chloride contamination in the ground water from water softener use, the ground water discharge was terminated in 2015 and the flows were directed 6 miles to the north to the Genoa-Oceola Wastewater Treatment Plant. Oak Pointe is now a wholesale customer of the Genoa-Oceola Wastewater Treatment Plant and is responsible through its rates and charges for maintenance of the collection system.

The Oak Pointe Water Treatment Plant was started as part of the Burroughs Farms development with two wells and a pressure tank to provide pressure. In 1995 the plant was expanded to include another well, iron removal, and an elevated storage tank. Due to high peak demands a 0.5 MG ground storage tank was constructed in 2005. The plant is unique and a challenge to operate in that it has nearly a 10 fold increase in production between the winter and summer going from 0.13 MGD in the winter to 1 MGD in the summer.

The Lake Edgewood System was also first constructed as a single development wastewater system to serve the Lake Edgewood Condominiums in 1987. Due to demand the plant was expanded in 2000 to accommodate growth in the area including the Woodland Medical Center.

Greg Tataro

From: Lindsay Bugeja
Sent: Monday, January 26, 2026 9:44 AM
To: Carol Hanus; Jenifer Kern; Becky Dockery; Greg Tataro
Subject: FW: New payment system

Wow, refreshing to get a compliment---and he's not complaining about the payment fees, either!

Thank you,

Lindsay Bugeja

MHOG Utility Administrator

Direct: (810) 224-5674

Lindsay@MHOG.org

MHOG Customer Billing: 800-881-4109

For Water & Sewer Emergencies: Call 855-231-6692

(For calls not during our normal business hours Mon-Fri 9am-5pm)



[Click to View Account Details or Pay Your Bill Online](#)

MHOG Utilities | 2911 Dorr Road | Brighton, MI 48116

For news & tips follow us on [X](#) | [@MHOGWater](#)

From: James G <gallagja@gmail.com>
Sent: Friday, January 23, 2026 4:47 PM
To: Lindsay Bugeja <lindsay@mhog.org>
Subject: New payment system

Hello Lindsay,

I would like to take a moment to say the new point & pay system works really well. Much better than the previous online payment system. I know much of the day-to-day of utility work is dealing with difficult situations. So I wanted to pass along some positivity and gratitude. Please send this message upwards to all the people who worked on that, it is appreciated. Have a great day!

Section 6 - Deputy Director Report

Production

The MHOG WTP produced 48.023 MG in the month of January 2026. This was a 14.5% increase compared to January 2025 - **TBD**. We averaged 1,549 MG per day. Our peak day for the month of 1.699 MG occurred on Sunday, January 18, 2026. *See Attachments 6a-6c.*

Compliance

- 01/06/2026 – Submitted MHOG WTP MOR December 2025 to EGLE.
- 01/06/2026 – Submitted MHOG WTP DMR December 2025 to EGLE.
- 01/06/2026 – Submitted 2nd Distribution System WQP sampling results for Prentis Estates to EGLE.
- 01/27/2026 – Submitted Michigan Water Asset Management Council Survey to EGLE.
- 01/28/2026 – We received our renewed laboratory certification from EGLE.
- 01/30/2026 – UIS renewed the water plant's FCC license for the SCADA radio telemetry system.

Highlights

- HSP #1 Rebuild - **TBD**
- Repeated contact from consultants for an un-named Power Generation Facility in Marion Township – **TBD**

Plant

- 01/13/2026 – Peerless performed annual maintenance and performance testing on the HSPs.
- 01/14/2026 – Peerless performed annual maintenance and performance testing on the wells.
- 01/29/2026 – K&J Electric began installation of the plant surveillance system.

Booster Stations and Towers

- None

Water Mains and Services

- 01/05/2026 – 112 Summer Shade – Operators temporarily shut service off to the home for a plumber because the irrigation backflow preventer froze and split.

Hydrants and Valves

- 01/05/2026 – Tamarack – Hydrant not assigned an ID number yet – The hydrant was damaged. Operators replaced the breakaway coupling.

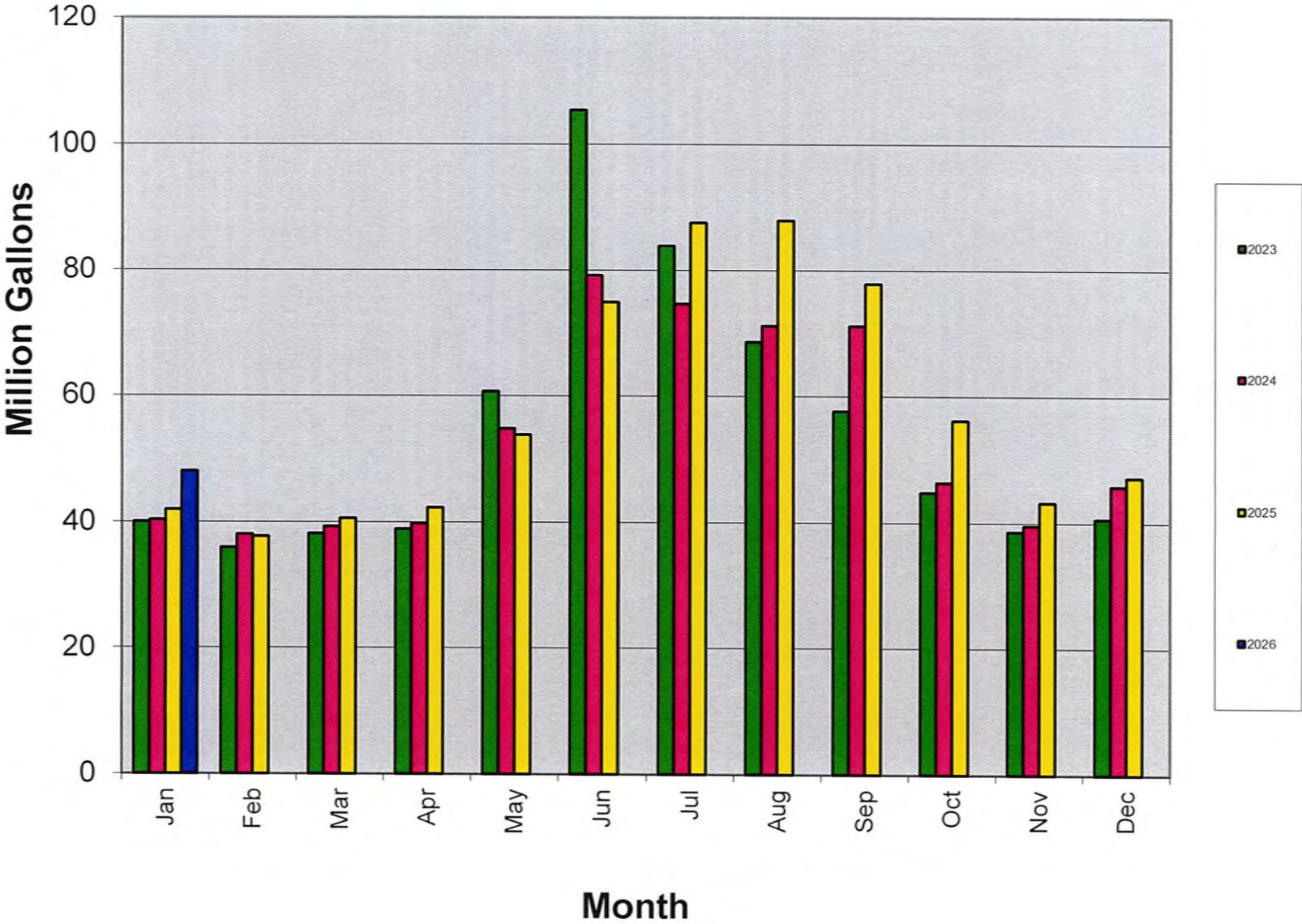
Miss Dig

A total of 218 Miss Digs were received in the month of January. All Miss Digs were reviewed and 46 were marked in the MHOG water system. *See Attachment 6d.*

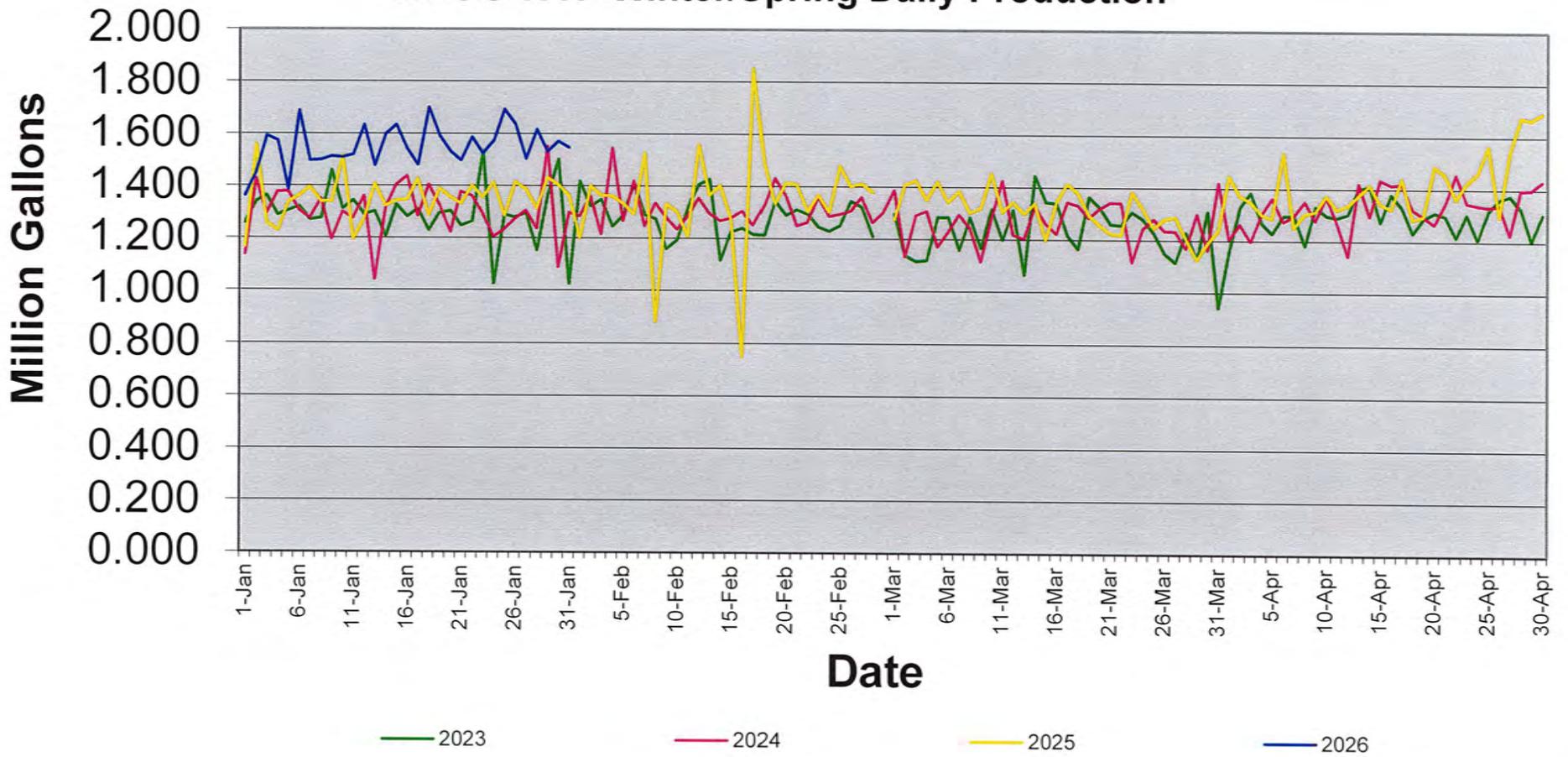
Water Loss

Please see *Attachment 6e* for a summary of the known non-metered water loss for this past month.

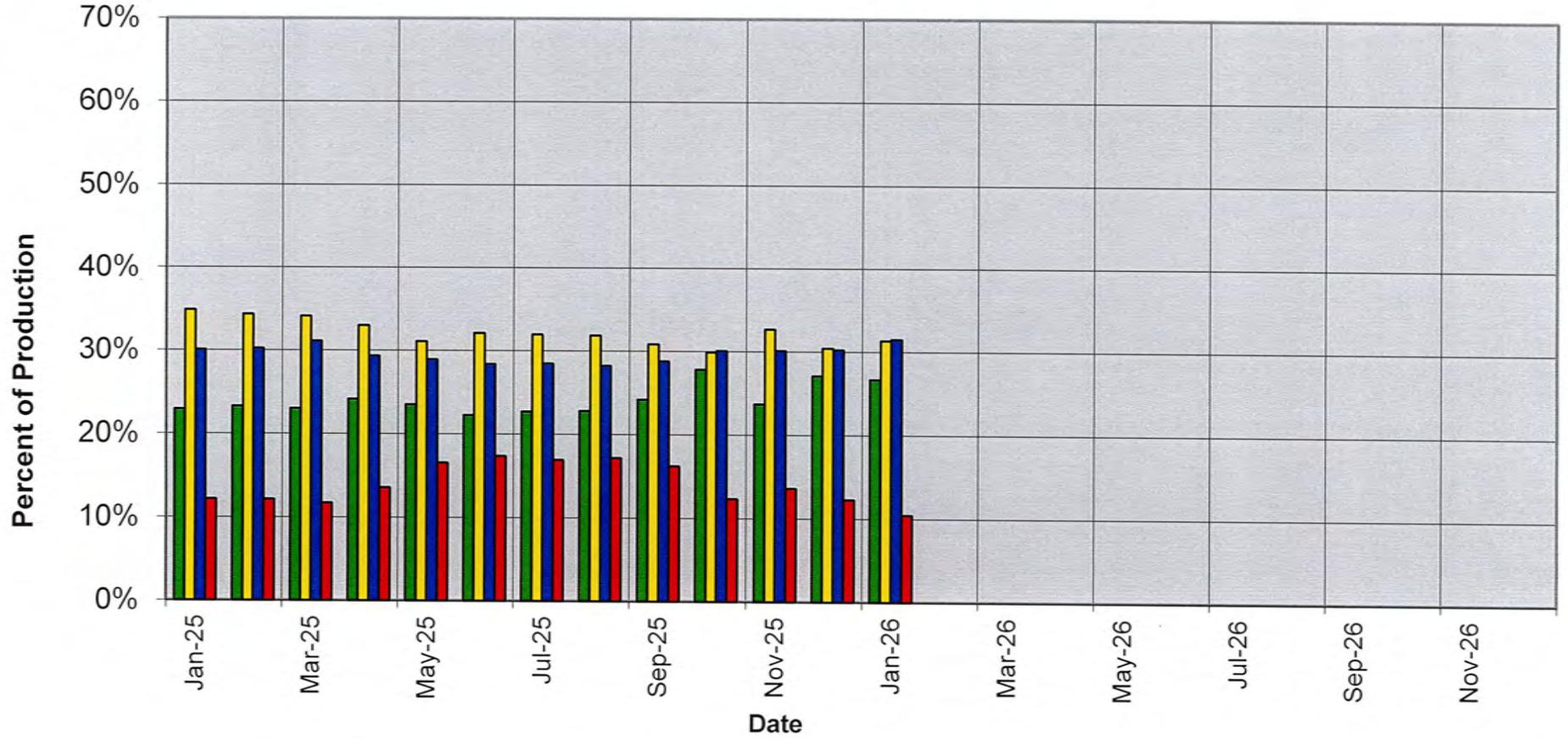
MHOG WTP Monthly Production



MHOG WTP Winter/Spring Daily Production



MHOG Production Distribution By Pressure District



Monthly Missdig Log

January-26											
Date	Missdig Tickets					Marked					
	Received	Positive Response	Marked	Cleared	Out of System	MHOG	OPW	LE	G/O	OPS	HTS
Thursday, January 01, 2026	0	0	0	0	0	0	0	0	0	0	0
Friday, January 02, 2026	1	0	0	0	0	0	0	0	0	0	0
Saturday, January 03, 2026	0	0	0	0	0	0	0	0	0	0	0
Sunday, January 04, 2026	0	0	0	0	0	0	0	0	0	0	0
Monday, January 05, 2026	8	11	7	4	0	4	0	0	3	0	0
Tuesday, January 06, 2026	17	13	5	8	0	3	0	0	0	0	2
Wednesday, January 07, 2026	8	13	10	3	0	4	2	0	1	2	1
Thursday, January 08, 2026	5	5	3	2	0	1	0	0	0	1	1
Friday, January 09, 2026	5	7	3	4	0	3	0	0	0	0	0
Saturday, January 10, 2026	2	2	1	1	0	1	0	0	0	0	0
Sunday, January 11, 2026	0	0	0	0	0	0	0	0	0	0	0
Monday, January 12, 2026	21	4	1	3	0	0	0	0	1	0	0
Tuesday, January 13, 2026	31	29	15	14	0	9	0	0	5	0	1
Wednesday, January 14, 2026	3	16	14	2	0	7	0	0	6	1	0
Thursday, January 15, 2026	10	3	0	3	0	0	0	0	0	0	0
Friday, January 16, 2026	5	0	0	0	0	0	0	0	0	0	0
Saturday, January 17, 2026	0	0	0	0	0	0	0	0	0	0	0
Sunday, January 18, 2026	2	0	0	0	0	0	0	0	0	0	0
Monday, January 19, 2026	3	0	0	0	0	0	0	0	0	0	0
Tuesday, January 20, 2026	9	20	6	14	0	4	0	0	1	0	1
Wednesday, January 21, 2026	8	3	2	1	0	0	1	0	1	0	0
Thursday, January 22, 2026	17	24	4	20	0	3	0	0	1	0	0
Friday, January 23, 2026	6	5	0	5	0	0	0	0	0	0	0
Saturday, January 24, 2026	0	0	0	0	0	0	0	0	0	0	0
Sunday, January 25, 2026	0	0	0	0	0	0	0	0	0	0	0
Monday, January 26, 2026	2	2	2	0	0	1	0	0	1	0	0
Tuesday, January 27, 2026	8	5	0	5	0	0	0	0	0	0	0
Wednesday, January 28, 2026	10	12	10	2	0	5	0	0	2	0	3
Thursday, January 29, 2026	5	3	1	2	0	1	0	0	0	0	0
Friday, January 30, 2026	32	7	0	7	0	0	0	0	0	0	0
Saturday, January 31, 2026	0	0	0	0	0	0	0	0	0	0	0
Total	218	184	84	100	0	46	3	0	22	4	9
	Received	Positive Response	Marked	Cleared	Out of System	MHOG	OPW	LE	G/O	OPS	HTS
	7	6	3	3	0	Total				84	
	Average Per Day					% Marked to Received					
						39%					

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

Non-Metered Water Incident Report
MHOG SWATH
 MHOG Distribution System
 WSSN 4098

January-26

	Date Reported	Date Resolved	Township	Location	Type of Leak/Use	Duration	Estimated Loss (G)	Comment
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

NONE

System Loss Total (G)	0
Plant Usage Total (G)	2,416,400
Non-billed Total (G)	2,416,400
Plant Production (MG)	48.023
Non-billed % Accounted	5.0%

Tetra Tech
Project Summary Tracking

Project/Task	System	Description	Status	Due Date	Fund
Marion Transmission Main	MHOG	20 Inch from Sanitorium and County Farm to Peavy Road and 24-inch from Plant to Sanitorium Tanks	20-inch Main Complete, Pressure Tested, Chlorination Occurring	Pending C.O.	MHOG Construction
Sanitorium Booster Station Pump Switch	MHOG	Once the new cross country transmission main is in service, MHOG needs to switch low and high head pumps at the Sanitorium Booster Station.	Tetra Tech process and Hydraulic staff to meet with MHOG staff on site to discuss pump switch timing and options.	6/1/2026	MHOG Construction
Latson Road Water Main	MHOG	New 16-inch WM on Latson Road between Vicksburg Way and Rainier Drive in Oceola Township.	Working on obtaining title work so that preliminary design drawings can be finalized.	Construction Prior to May 2027	Oceola New User
MHOG RRA and ERP Update	MHOG	Update of previously completed Risk and Resilience Assessment.	Not Started	6/1/2026	MHOG O&M
MHOG Design Standards Update	MHOG/GO	Update design standards that were last updated in 2019, including updates to approved materials.	Not Started	10/1/2026	MHOG & GO O&M
MHOG Administration Building - New Building Study	GO/MHOG	Preliminary design and concept study evaluating a new MHOG building at the GO plant property or at the Herbst Farm site.	Need to kick off	TBD	Oceola / Genoa Sewer New User
GO NPDES Permit Application	GO	NPDES Permit Application	In Progress	4/4/2026	General Svcs.
GO Mercury Minimization Plan	GO	Annual Mercury Minimization Report for EGLE.	Jim compiled updated sampling data and report started 2/11/26	3/31/2026	General Svcs.
Howell NPDES Permit Application	Howell Township	NPDES Permit Application	Not Started. Reviewing Requirements	4/4/2026	General Svcs.
Howell Township Mercury Minimization Plan	Howell Township	Annual Mercury Minimization Report for EGLE.	Jim compiled updated sampling data and report started 2/11/26	3/31/2026	General Svcs.
Oak Pointe PH Adjustment	Oak Pointe Water	Reviewing options to increase PH to 7.5 at Oak Pointe WTP to get a higher factor of safety (EGLE requires above 7.2). Considering the use of sodium hydroxide as a PH adjustment.	Tetra Tech process staff are reviewing the calculations and are working on a recommendation	TBD	Oak Pointe O&M

8a

To be

Distributed at

Meeting

GENOA TOWNSHIP - DPW FUND #233
BUDGET FOR YEAR ENDING 3/31/26 COMPARED TO
ACTUAL REVENUES AND EXPENSES FOR 9-MOS ENDING 12/31/25
AND PROPOSED AMENDED BUDGET FOR FY2026

ACCOUNT#	ACCOUNT DESCRIPTION	APPROVED 2/17/25		BUDGET REMAINING	% OF EXPENSES REMAINING	AMENDED BUDGET FOR YEAR ENDING 3/31/26
		BUDGET FOR YEAR ENDING 3/31/26	ACTUAL FOR 9 MONTHS ENDING 12/31/25			
REVENUES						
233-000-400-000	FEES - EXCLUDING OPER LABOR					
233-000-626-005	MARION SEWER (BILLING ONLY)	28,000	22,208	(5,792)		29,500
233-000-626-008	LAKE EDGEWOOD WATER (BILLING ONLY)	4,105	3,069	(1,036)		4,092
	SUBTOTAL - FEES EXCLUDING OPER LABO	32,105	25,277	(6,828)		33,592
233-000-626-010	FEES - INCLUDING OPER LABOR					
233-000-626-012	OAK POINTE WATER	278,941	209,206	(69,735)		278,941
233-000-626-011	OAK POINTE SEWER	347,930	260,948	(86,982)		347,930
233-000-626-013	MHOG WATER	1,594,588	1,195,941	(398,647)		1,594,588
233-000-626-014	LAKE EDGEWOOD SEWER	130,893	98,170	(32,723)		130,893
233-000-626-015	GENOA/OCEOLA SEWER	1,005,754	754,315	(251,439)		1,005,754
233-000-626-007	HOWELL TOWNSHIP	371,051	278,288	(92,763)		371,051
	SUBTOTAL - FEES INCLUDING OPER LABO	3,729,157	2,796,868	(932,289)		3,729,157
233-000-626-016	VACTOR TRUCK					
233-000-626-017	OAK POINTE WATER	9,350	-	(9,350)		4,000
233-000-626-018	OAK POINTE SEWER	11,100	13,973	2,873		21,658
233-000-626-019	MHOG WATER	51,450	5,939	(45,511)		20,000
233-000-626-020	LAKE EDGEWOOD SEWER	5,130	11,179	6,049		12,000
233-000-626-021	GENOA/OCEOLA SEWER	32,550	67,422	34,872		58,000
233-000-626-022	HOWELL TOWNSHIP	11,420	10,131	(1,289)		18,500
	SUBTOTAL - VACTOR TRUCK REVENUE	121,000	108,644	(12,356)		134,158
	OTHER INCOME					
233-000-672-001	MISCELLANEOUS	9,000	7,230	(1,770)		7,335
233-000-628-003	CONSTRUCTION FEES	28,702	7,335	(21,367)		10,000
233-000-665-001	INTEREST INCOME	12,000	11,111	(889)		14,000
	SUBTOTAL - OTHER INCOME	49,702	25,676	(24,026)		31,335
	TOTAL REVENUE	3,931,964	2,956,465	(975,499)		3,928,242
EXPENDITURES						
233-600-801-071	ACCOUNTING					
233-600-801-072	AUDIT SERVICES	4,500	4,000	500	11.11%	4,000
233-600-801-073	ACCOUNTING SERVICES	8,500	6,000	2,500	29.41%	8,500
	TOTAL ACCOUNTING EXPENSES	13,000	10,000	3,000	23.08%	12,500
233-601-860-001	AUTO/TRUCK EXPENSES					
233-601-862-001	FUEL	72,174	45,062	27,112	37.56%	60,082
233-601-991-009	LOAN PAYBACK	100,000	75,000	25,000	25.00%	100,000
233-601-932-001	ROUTINE MAINTENANCE	34,250	33,710	540	1.58%	40,000
233-601-936-001	DEDUCTIBLE/BODY DAMAGE REPAIR	2,000	2,486	(486)	-24.30%	2,486
233-601-936-002	AUTO INSURANCE	27,000	23,418	3,582	13.27%	23,418
	TOTAL AUTO/TRUCK EXPENSES	235,424	179,676	55,748	23.68%	225,986
233-602-803-009	ADMINISTRATIVE EXPENSES					
233-602-801-004	RECEIPTING	34,000	25,500	8,500	25.00%	34,000
233-602-940-001	OFFICE RENT & SUPPLY	27,000	20,250	6,750	25.00%	27,000
	HERBST BARN RENTAL	16,000	12,000	4,000	25.00%	16,000
	TOTAL ADMINISTRATIVE EXPENSES	77,000	57,750	19,250	25.00%	77,000
233-603-948-001	COMPUTER/SW EXPENSES					
233-603-948-002	COMPUTER HARDWARE EXPENSES	2,800	2,172	628	22.43%	3,172
233-603-948-005	BSA UTILITY BILLING MODULE	7,500	6,808	692	9.23%	6,808
233-603-948-004	WEB SITE MAINTENANCE	2,750	1,949	801	29.13%	1,949
233-603-948-006	OTHER HDWARE/SW (ADOBE UPGRADES, ET	1,000	5,531	(4,531)	-453.10%	5,531
233-603-948-007	SECURITY CAMERAS @ BARNS/INTERNET	1,200	2,056	(856)	-71.33%	2,741
233-603-950-001	AIR CARDS/JETPACKS	8,250	5,542	2,708	32.82%	7,389
	TOTAL COMPUTER/SW EXPENSES	23,500	24,058	(558)	-2.37%	27,590
233-604-910-001	PROFESSIONAL DEVELOPMENT					
233-604-910-002	EMPLOYEE	7,500	5,616	1,884	25.12%	6,500
233-604-910-003	INTERNAL TRAINING	2,500	3,826	(1,326)	-53.04%	3,826
	TOTAL PROFESSIONAL DEVELOPMENT	10,000	9,442	558	5.58%	10,326
233-606-959-001	CONTINGENCY	-	-	-	0.00%	0
233-608-709-001	EMPLOYER'S PAYROLL TAXES	162,962	119,876	43,086	26.44%	159,834
233-609-977-003	GIS & WORK ORDERS					
233-609-977-009	MAINTENANCE OF LUCITY	2,500	1,395	1,105	44.20%	1,395
233-609-977-005	ANNUAL CENTRAL SQUARE DUES	12,728	12,728	-	0.00%	12,728
233-609-977-006	ARC GIS ON-LINE LICENSES	12,000	11,240	760	6.33%	11,240
233-609-977-008	NEAR MAP LICENSE	5,000	5,396	(396)	-7.92%	5,396
233-609-977-007	ROUTINE GIS MAINTENANCE	25,000	19,370	5,630	22.52%	25,850
	TOTAL GIS	57,228	50,129	7,099	12.40%	56,609
233-612-840-005	INSURANCE					
233-612-840-006	BC/BS MICHIGAN	432,728	354,045	78,683	18.18%	472,060
233-612-840-007	EHIM	95,550	26,490	69,060	72.28%	35,320
233-612-836-001	EHIM RESERVE				0.00%	15,000
233-612-836-001	WELLNESS PROGRAM	7,865	-	7,865	100.00%	3,750
233-612-844-001	LIFE/DISABILITY	19,966	21,120	(1,154)	-5.78%	28,160
233-612-844-002	WORKERS COMPENSATION	39,253	29,355	9,898	25.22%	39,140

GENOA TOWNSHIP - DPW FUND #233
 BUDGET FOR YEAR ENDING 3/31/26 COMPARED TO
 ACTUAL REVENUES AND EXPENSES FOR 9-MOS ENDING 12/31/25
 AND PROPOSED AMENDED BUDGET FOR FY2026

APPROVED
2/17/25

ACCOUNT#	ACCOUNT DESCRIPTION	BUDGET FOR YEAR ENDING 3/31/26	ACTUAL FOR 9 MONTHS ENDING 12/31/25	BUDGET REMAINING	% OF EXPENSES REMAINING	AMENDED BUDGET FOR YEAR ENDING 3/31/26
233-612-936-003	PROPERTY/LIABILITY INSURANCE	48,685	37,654	11,031	22.66%	22,225
233-612-844-003	DENTAL INSURANCE	32,735	26,706	6,029	18.42%	35,608
	TOTAL INSURANCE	676,782	495,370	181,412	26.81%	651,263
233-613-804-001	LEGAL FEES	-	25,104	(25,104)	0.00%	35,000
233-615-742-001	CREDIT CARD FEES	9,000	6,130	2,870	31.89%	6,130
233-616-742-001	EMPLOYEE RECRUITING					
233-616-742-003	ADVERTISING	2,500	-	2,500	100.00%	1,200
233-616-742-004	BACKGROUND CHECK	500	-	500	100.00%	0
233-616-742-005	PRE-EMPLOYMENT PHYSICALS/DRUG SCREE	1,000	45	955	95.50%	45
233-616-742-006	CDL PHYSICALS AND DRUG TESTING	1,000	1,340	(340)	-34.00%	1,340
	TOTAL EMPLOYEE RECRUITING	5,000	1,385	3,615	72.30%	2,585
233-617-751-008	OFFICE EXPENSES					
233-617-934-001	FURNITURE/CAPITAL	-	-	-		0
233-617-750-099	SUPPLIES	7,500	7,467	33	0.44%	9,956
233-617-851-001	POSTAGE & SHIPPING	10,000	8,134	1,866	18.66%	10,845
	TOTAL OFFICE	17,500	15,601	1,899	10.85%	20,801
233-618-965-001	OTHER EXPENSES	-	-	-	0.00%	0
233-630-702-001	SALARIES					
233-627-715-001	RETIREMENT	215,649	159,253	56,396	26.15%	212,500
233-630-702-002	STRAIGHT TIME	1,923,320	1,355,669	567,651	29.51%	1,850,000
233-630-702-007	OVERTIME	165,064	113,116	51,948	31.47%	150,821
233-630-702-011	CONTRACT ENGINEER	68,000	49,903	18,097	26.61%	66,575
	COMPENSATION CALCULATION	10,000	-	10,000	100.00%	5,000
	TOTAL SALARIES	2,382,033	1,677,941	704,092	29.56%	2,284,896
233-640-753-001	SUPPLIES & TOOLS	7,500	5,556	1,944	25.92%	7,500
233-651-853-001	TELEPHONE					
233-651-853-003	ANSWERING SERVICE	3,500	2,762	738	21.09%	3,700
233-651-853-004	CELL PHONE ALLOWANCE	26,010	19,164	6,846	26.32%	25,600
233-651-853-005	CELL PHONES	500	445	55	11.00%	445
233-651-853-007	CUSTOMER LINE	1,200	603	597	49.75%	603
	TOTAL TELEPHONE	31,210	22,974	8,236	26.39%	30,348
233-699-995-861	TRANSFERS TO EQUIPMENT RESERVES	80,000	60,000	20,000	25.00%	80,000
233-699-995-862	TRANSFERS TO PERSONNEL RESERVES	1,000	750	250	25.00%	1,000
233-705-767-001	UNIFORMS & PROTECTIVE CLOTHING					
233-705-767-002	UNIFORMS/Pants/Boots/Safety Clothing	21,825	13,290	8,535	39.11%	18,000
	TOTAL UNIFORMS & PROTECTIVE CLOTH	21,825	13,290	8,535	39.11%	18,000
233-706-767-006	VACTOR TRUCK					
233-706-932-050	VT - FUEL	3,500	1,792	1,708	48.80%	2,300
233-706-932-051	VT - EQUIPMENT/TOOLS	2,500	1,794	706	28.24%	1,800
233-706-932-052	VT - ANNUAL TRANS TO RESERVES	100,000	75,000	25,000	25.00%	100,000
233-706-934-040	VT - REPAIRS	15,000	30,058	(15,058)	-100.39%	30,058
	TOTAL VACTOR TRUCK	121,000	108,644	12,356	10.21%	134,158
	TOTAL EXPENDITURES	3,931,964	2,883,676	1,048,288	26.66%	3,841,526
	CHANGE IN FUND BALANCE	-	72,789	72,789		86,716
	BEGINNING FUND BALANCE	287,101	287,101	-		287,101.00
	LOAN REPAYMENT - ADDITIONAL	(125,000)	-	125,000		0.00
	REFUNDS TO W/S DISTRICTS	(87,101)	(87,101)	-		-87,101.00
	ENDING FUND BALANCE	75,000	272,789	197,789		286,716.00
		3/31/2026	12/31/2025	12/31/2025		3/31/2026

MHOG UTILITY SERVICES AGREEMENT

THIS AGREEMENT is made as of _____, 20__ by the Marion, Howell, Oceola and Genoa Sewer and Water Authority (“MHOG”), whose principal office is located at 1577 N. Latson Road, Howell, Michigan 48843, the Genoa-Oceola Sewer and Water Authority whose principal office is located at 2911 Dorr Road, Brighton, MI 48116 (“G-O”), Howell Township (“Howell”), whose principal office is located at 3525 Byron Road, Howell, MI 48855, and Genoa Charter Township (“Genoa”), whose principal office is located at 2911 Dorr Road, Brighton, Michigan 48116. This MHOG Utility Services Agreement (“Agreement”) shall be effective as of April 1 2026 (the “Effective Date”).

ARTICLE I-RECITALS

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

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

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

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

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

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

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

WHEREAS, On October 21, 2025, various parties including Genoa and MHOG entered a memorandum of understanding (“Memorandum of Understanding”) that, among other things, sets forth a process to transfer utility operations currently held by Genoa to MHOG; and

WHEREAS, Genoa originally operated a Utility Department with a separate DPW Fund (the

“Utilities Fund”) that provides utility services to the Systems; the staff of the Utility Department is referred to herein as the “Utilities Staff” and while the Utility Department is often referred to as the “MHOG Utility Department” in conducting its business, for the purposes of this Agreement it shall be referred to as the “Utility Department” as the Utility Department will be fully housed and operated by MHOG. Similarly, the DPW Fund previously under the control and jurisdiction of Genoa shall now be under the control of MHOG and referred to as Utilities Fund; and

WHEREAS, the intent of this Agreement is to memorialize the transfer of operation of the Utility Department to MHOG, while keeping most substantive terms and operations the same. In other words, MHOG is generally stepping into the shoes of Genoa for all aspects of utility operation.

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

ARTICLE II-OPERATION OF THE SYSTEMS

Beginning on the Commencement Date (as defined below) and during the term of the Agreement, MHOG agrees to provide, through the Utility Department, the staff, vehicles, supplies and materials needed to operate the Systems. Under the Memorandum of Understanding and pursuant to this Agreement, the parties including Genoa shall cooperate reasonably with MHOG to effectuate any other agreements and bills of sale to transfer necessary staff, vehicles, supplies, materials, and other assets to MHOG to operate the Systems.

The Utility Department agrees to operate the Systems in accordance with the terms and conditions of this Agreement, applicable law, and the permits, licenses, manufacturer's protocols, and specifications applicable to the operation and maintenance of the Systems. The Utility Department through its Utilities Director shall take direction from the governing board of each respective System with respect to the specific operation of each such System, and the ultimate responsibility, including any legal liability, for the operation of each such System shall remain with the governing body of each respective System. Each party hereby agrees that it will cooperate in good faith with the other and its agents, employees, representatives, officers, contractors, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement.

ARTICLE III-SCOPE OF SERVICES

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

Section 3.1 - Administrative and Support Services

Administrative staff to be employed by the Utility Department and assigned to the Systems shall consist of a Utility Director, a Deputy Utility Director - Water, a Deputy Utility Director - Wastewater,

and such other personnel as shall be necessary to perform the utility services described in this Agreement. A description of the duties to be carried out by the administrative staff is set forth in **Exhibit 1**.

Section 3.2 - Operation and Maintenance Services

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

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

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

Section 3.4 - Staffing Levels

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

Section 3.5 - Vehicle, Supply, and Material Levels

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

annual basis may be made by the Utility Department with prior notification to the governing boards of the Systems, and (iii) any modifications that result in an increase of the overall Utilities Fund Budget by more than 5% on an annual basis may be made by only with the prior written approval of the governing boards of each of the Systems except, that modifications made pursuant to the inclusion of additional systems pursuant to Section 5.7 shall not require additional approvals.

ARTICLE IV-CAPITAL PROJECTS

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

ARTICLE V-PAYMENT FOR SERVICES

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

Section 5.1 - Utilities Fund Budget

During the term of this Agreement, MHOG shall maintain a separate Utilities Fund Budget (the "Utilities Fund Budget") to track revenues and expenses associated with the staff, vehicles, supplies and materials and other expenses required to perform the administrative, operational, maintenance and billing services outlined in this Agreement. The fiscal operating year for the Utility Department is April 1st through March 31st. The 2025-2026 Utilities Fund Budget is presented in **Exhibit 6**. The Utilities Fund Budget shall be established annually and shall balance. Due to the operation of systems owned by various entities, MHOG shall be authorized to organize the Utilities Fund Budget and Utilities Fund to separate revenues and expenses by system and for proper accounting purposes as it deems fit.

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

Section 5.1.1 – Revenue

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

ending March 31, 2026.

Section 5.1.2 – Expenses

Expenses to the Utilities Fund shall include the payments made from the fund for labor costs for Utility Department employees (direct costs, benefits and indirect costs), insurance, taxes, fuel, repairs, vehicle purchases, outside consultants, computers, software, equipment, tools, vactor services, and other items required to properly provide the services described in this Agreement, as well as any legal services and accounting services related to employees of the Utility Department or services provided by the Utility Department to the Systems pursuant to this Agreement. Budgeted expenses for the fiscal year ending March 31, 2026 are listed in **Exhibit 6**.

Section 5.2 – Allocation Percentages & Calculation of Labor and Equipment Compensation

The parties agree that for the fiscal year 2025-2026, the operational costs for the Systems shall be allocated based on the 2025 allocation percentages presented in **Exhibit 7**. Beginning on October 1, 2026, and in each subsequent year, the allocation percentage calculation shall be based on the formula presented in **Exhibit 7** and may change without amendment of this Agreement by following its terms. In January of each year, the Utilities Staff will re-evaluate the System allocations based on changes in the number of customers, piping, pump stations, and consolidation of systems, as illustrated in the formula. The Utilities Staff will then present the revised allocation to the governing boards of the Systems in January or February of each year and such revised allocation shall be considered for approval by the governing board of each System prior to the end of February of each year. The governing boards of the System shall use their best efforts to approve any proposed revised allocation, shall promptly state the basis for any rejection of any such allocation, and shall negotiate in good faith to ensure that a fair allocation is agreed upon no later than February 1st of each year. If the revised allocation is not approved by the governing board of each System as set forth above, the current allocation shall remain in effect for the fiscal year beginning on the following April 1. Set forth in **Exhibit 8** is a calendar illustrating the timing for the determination of the DPW's annual budget and annual allocation of costs to the Systems.

Section 5.3 - Base Payment for Services

The Utility Department shall invoice the Systems monthly for services provided by the approved allocation percentage of the annual Utilities Fund Budget, minus the fixed billing revenue. **Exhibit 6** documents how fiscal year 2025-2026 will be invoiced. Each subsequent year shall be invoiced in a similar manner. All such invoices for services shall be paid within forty-five (45) days after the invoice has been sent.

Section 5.4 - Surpluses and Shortfalls

As the annual monthly payments are based on the total anticipated expenses of the Utilities Fund Budget, surpluses and deficits may result at the end of the budget year for things such as employee departure, insurance adjustments, fuel prices, mechanical failures, utility service interruption or acts of nature. This adjustment will occur in August of each calendar year of this Agreement following

completion of the annual audit of the Utilities Fund. Surpluses or deficits will be adjusted back to each System based on the allocation percentage unless one or more Systems causes a substantial or disproportionate change in the Utilities Fund Budget, in which case such System shall bear the resulting change in cost. An example of an event that might cause a disproportionate change includes, but is not limited to, serious mechanical failures of a system, power outages, system failures, or acts of God (lightning, fire, flood, etc) that cause the Utility Department to incur significant additional costs to keep such system operational.

Section 5.5 - Annual Budget Adjustment

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

Section 5.6 - Additional Payments by the Governing Boards

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

Section 5.7 - Procedures for Providing Services to Additional Systems

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

Section 5.7.1 - Notification of Request

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

Section 5.7.2 - Preliminary Staffing and Financial Assessment

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

Section 5.7.3 - Approval by Governing Boards

A preliminary staffing and financial evaluation that projects improved operation and cost savings will be presented to each governing board of the Systems. Prior to providing such utility services to the requesting third party, the governing board of each System will need to approve by resolution the services that will be performed, the costs that will be charged to such third party and the manner in which the staff and legal costs associated with providing utility services to such third party will be paid. Additionally, the governing board of each System will also be required to approve any revision to the Utilities Fund Budget that exceeds by 5% the then current Utilities Fund Budget and any revisions to the allocation of costs provided by Section 5.2 of this Agreement.

Section 5.7.4 - Billing Only Duties

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

Section 5.8 - Reserve Funds

Section 5.8.1- Fund Balance & 2/3 Majority Vote for Minimum to Increase

The target fund balance in the Utilities Fund at the end of each fiscal year during the Term of this Agreement shall be \$100,000 following the annual audit of the Utilities Fund, with the exception of the other reserve funds, which shall be maintained as described in Section 5.8.2. To the extent that the Utilities Fund has a balance greater than the above following the annual audit of the Utilities Fund, then excess amounts shall be returned to the parties hereto based on the same allocations on which such funds were paid to the Utilities Fund. If the Utilities Fund balance falls below three quarters of the amount above at the end of any fiscal year following the annual audit of the Utilities Fund, MHOG may adjust the budget for the following year to replenish the Utilities Fund Budget to the target fund amount. The minimum reserve figure above may be increased under this Agreement upon a 2/3 majority vote of the Directors of MHOG.

Section 5.8.2 Other Reserve Funds

As part of the Utilities Fund Budget, MHOG shall maintain segregated reserve funds for the financial protection of all participating utility systems. The funds shall be maintained as presented below. The numbers presented below may be increased under this Agreement upon a 2/3 majority vote of the Directors of MHOG.

Equipment Reserve Fund: This fund shall be used to replace or add additional vehicles and equipment as needed to serve the utility systems. The fund shall maintain a minimum balance of \$200,000 and a maximum balance of \$600,000.

Personnel Reserve Fund: The fund shall be established to fund employee items such as

unemployment payments, severance pay outs, or defense of employee allegations. The fund shall strive to have a minimum balance of \$50,000 and a maximum amount of \$150,000.

Health Reimbursement Account Reserve: As part of an effort to lower health insurance costs, MHOG shall pay annual health reimbursement account self-insurance. The reserve fund is set to cover any overages to the budgeted utilization of health reimbursement by employees. The fund shall have a minimum balance of \$25,000 and a maximum balance of \$75,000.

ARTICLE VI-TERM AND TERMINATION

Section 6.1 - Term

This Agreement shall be considered to begin on the date of the last signature of a required party (the "Commencement Date") and shall last through an initial term until October 1, 2031. Thereafter, this Agreement will automatically renew for successive five (5) year terms each, unless written notice of termination is provided by a party to this Agreement to the other parties not more than one hundred eighty (180) days and not less than ninety (90) days prior to the end of the then current term. In such event this Agreement shall only terminate as to the terminating party(ies) provided that the remaining parties can agree on an amended budget under Section 5.1 above and new allocation percentages under Section 5.2 above. In the event that a party elects to terminate this Agreement without cause, and that party creates employment positions (or third party contractor positions) to operate its Systems, that party shall provide first preference for any such positions to any Utilities Staff that are, or will be, displaced (or laid off) as a result of that party's election to terminate. In the event that any Utilities Staff are laid off as a result of a party terminating this Agreement without cause and said Utilities Staff are not hired by the terminating party, then the terminating party shall, on a quarterly basis, reimburse MHOG for all unemployment costs incurred by MHOG as a result of said layoff(s) for a period of one (1) year from the effective date of said termination.

Section 6.2 - Events of Default and Remedies

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

force and effect as to the non-defaulting parties, provided that the non-defaulting parties can agree on an amended budget under Section 5.1 above and new allocation percentages under Section 5.2 above.

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

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

In addition to the other termination options under this Agreement, the parties to this Agreement shall have the right to terminate this Agreement in the event that the annual budget presented by the Utility Department in March of each year, pursuant to Section 5.5 of this Agreement, exceeds by more than 10% the Utilities Fund Budget for the then current fiscal year. Any modifications previously approved by the governing boards of the Systems (including, but not limited to, modifications approved under Sections 3.4, 3.5 and 5.7.3 of this Agreement) shall be excluded from the calculation of whether the 10% threshold has been exceeded. In order for a party to terminate this Agreement pursuant to this Section, such party must provide written notice to the other parties to this Agreement no later than April 15th following the presentation of the annual budget and in such case, the then current Utilities Fund Budget shall remain in place and this Agreement shall terminate on the following June 30.

ARTICLE VII-INSURANCE

Section 7.1 - Insurance Provided by Genoa Township

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

- (1) General Liability and Vehicle Liability Insurance with a combined single limit in the amount of \$5,000,000.
- (2) Sewer Backup Coverage in the amount of \$250,000.

Section 7.2 - MHOG Insurance

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

- (1) General Liability Insurance with a combined single limit in the amount of \$5,000,000.
- (2) Property insurance in amounts sufficient to cover real property owned by MHOG.
- (3) Worker's Compensation Insurance in compliance with the laws of the State of Michigan, covering MHOG employees engaged in the performance of services, to the

required statutory amount.

Section 7.3 - G-O Insurance

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

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

Section 7.4 - Howell Township

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

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

ARTICLE VIII-DISPUTE RESOLUTION

Section 8.1 - Appointment of Panel

The parties agree that any and all claims, controversies or actions arising out of the terms, provisions or subject matter of this Agreement shall be referred to a panel (the "Panel") consisting of three (3) representatives (the "Representatives"). The Utility Department shall appoint one (1) representative to the Panel, the governing bodies of the Systems shall collectively appoint one (1) representative to the Panel and the two (2) representatives shall mutually agree on a third representative for the Panel. Such appointments shall be made by the parties within fifteen (15) days of written notice of a dispute or claim.

Section 8.2 - Additional Remedies and Arbitration

Notwithstanding the provisions of Section 8.1, if the claim or dispute is not resolved by the good faith negotiations of the Representatives within sixty (60) days of appointment, any of the parties to this Agreement, subject to the following, may seek any remedies available at law and/or in equity to resolve the dispute. Additionally, the parties to this Agreement may, if they mutually agree in writing, submit any claims, disputes or other matters in question arising out of or relating to this Agreement or breach thereof to arbitration in accordance with the Arbitration Rules of the American Arbitration Association,

currently in effect, or such other rules of arbitration to which they may mutually agree. The arbitration shall be conducted in a location selected by mutual agreement of the parties. The costs of the arbitrator shall be shared equally by the parties. Each party shall be responsible for the costs of its own legal counsel, witnesses and documents it submits to the arbitrator. The arbitrator shall have no authority to change any provision of this Agreement, and the arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement in accordance with the laws of the State of Michigan. If the parties mutually agree to settle a claim, dispute or other matters in question between them by arbitration, the award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with the applicable law and any court having jurisdiction thereof. Any and all awards shall be in writing and shall give the arbitrator's supporting reasons for the award. It is expressly understood and agreed that any agreement to submit a particular claim, dispute or matter to arbitration shall apply only to that claim, dispute or matter and shall not be binding upon any other claims, disputes or matters which may arise between the parties.

Section 8.3 - Covenant to Continue Work

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

ARTICLE IX – MISCELLANEOUS

Section 9.1 - Assignment

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

Section 9.2 - Choice of Law and Forum

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

Section 9.3 - Entire Agreement

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

Section 9.4 – Notices

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

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

Notices to be given to MHOG will be addressed to:

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

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

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

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

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

Section 9.5 – Severability

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

Section 9.6 - Amendment or Modification of Agreement

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

Section 9.7 - Third Party Beneficiaries

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

Section 9.8 – Counterparts

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

Section 9.9 - Required Taxes, Insurances, Fees and Documents

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

{signature page follows}

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

Agreed hereto:

MHOG

Date: _____, 2026

By:
Its: Chairperson

GENOA-OCEOLA SEWER AND WATER
AUTHORITY

Date: _____, 2026

By:
Its: Chairperson

GENOA CHARTER TOWNSHIP

Date: _____, 2026

By:
Its: Supervisor

HOWELL TOWNSHIP

Date: _____, 2026

By:
Its: Supervisor

Exhibit 1

Utility Department Support Services Division Statement of Duties

The Utility Department Support Services Division (SSD) shall perform such duties and responsibilities as directed from time to time by the System Boards. The following duties and responsibilities shall be performed by the SSD Staff, unless otherwise directed by the System Board:

Attend all System Board and Committee meetings. Currently the MHOG and GO Boards meet once per month and the Howell Township, Oak Pointe and Lake Edgewood systems are reviewed as necessary.

Approve chemical and supply orders from the plant and facilities operator.

Approve all invoices associated with operation of the System and allocate the expense to the appropriate line item within the System O&M Fund or the Utility Fund.

Oversee compliance of the Utility Operation and Maintenance Staff with the contract conditions (i.e. assure fire hydrants are pumped out on time, perform spot inspections, upkeep of plant maintenance, pump stations are checked in).

Oversee compliance of the Meter Service, Reading, Billing, and Receipting Staff with the contract conditions (ie. Meters maintained and read, bills sent out).

Bid subcontracted maintenance items such as lawn mowing and make recommendations to the System Board or Committee.

Make recommendations to the System Board(s) or Committee(s) considering capital improvements required to meet demand or flow conditions within the System or to provide improved monitoring, pressure modifications, or improved reliability and/or redundancy.

Make recommendations to the System Board(s) or Committee(s) regarding proposed capital improvements proposed by developers and townships.

Work with the accountant and consulting engineer on capital improvement plans.

Serve as a liaison between the System and the Michigan Department of Environment Great Lakes and Energy (EGLE). Address regulatory inquiries, inspections, violations and compliance.

Provide the System Board or Committee with staff recommendations on consulting engineering

proposals.

Serve as a liaison with the public and press in the event of a system failure, water main break, sanitary sewer overflow, etc. Complete correspondence with the EGLE for system failure events as necessary.

Provide a status report at the System Board or Committee Meetings.

Provide annual estimated budget expenses for each line item in the System's Operation and Maintenance Fund.

Oversee the operation of the Systems.

Hire operations personnel as necessary to complete the services outlined in **Exhibits 2 and 3**.

Oversee the general welfare of the Systems.

Coordinate and oversee the review of construction plans prepared by consulting engineers, with the exception of Howell Township Sanitary Sewer.

Review reports and plans prepared by consulting engineers and make recommendations to the System Board or Committee.

Recommend annual maintenance activities to the System Boards and Committees.

Oversee the submittal of construction plans to EGLE for permits.

Oversee the maintenance of electronic copies of conforming to construction record drawings.

Maintain and update GIS System for the Utility Systems showing the System's distribution and collection lines, including water hydrants and valves and sanitary sewer structures.

Oversee the maintenance of an up to date model of the MHOG water distribution system.

Provide recommendations to the System Board(s) or Committee(s) on distribution system or collection system improvements.

Oversee the development of a system wide database and management of the system data, including conforming to construction record drawings, water system production and distribution data, sanitary system treatment and collection system data, and customers connected to the Systems.

Host, Maintain, and Update the MHOG.org website with customer information for the MHOG System, Genoa-Oceola System, Howell Township, and Genoa Township Systems.

Serve as a host for maintenance tracking software to document inventory, work orders, and system components.

Oversee new development so that it is constructed in conformance with the approved Design Standards and Connection Manual.

Serve as a liason with the public, press, and media.

Exhibit 2a

Water Division Statement of Duties

Overview

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

Plant Operation

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

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

Distribution System

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

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

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

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

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

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

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

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

Conduct record management and maintenance of treatment and flow data.

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

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

Perform MISS DIG services

Performing other duties as necessary to maintain quality service

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

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

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

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

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

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

Exhibit 2b

Utilities Staff Waste Water Division Statement of Duties

Overview

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

Plant Operation

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

- Staffing to meet daily treatment demand
- Maintenance of equipment including routine cleaning and lubrication
- Equipment Inspections and Adjustments
- Laboratory Analysis and Testing
- Data management and record keeping
- Preparation and prompt delivery of all applicable and required filings including monthly MRO Reports, CMR Reports, DMR Reports to regulatory agencies as required by law
- Maintenance of controls and instrumentation
- Coordination of Biosolids residual removal
- Maintain Buildings and Grounds including:
 - Recommending necessary painting projects to Authority Board
 - Bidding and hiring of lawn and snow removal services
 - Coordinating waste disposal services
- Performing other duties as necessary to maintain quality service

Collection System

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

Maintenance of pump stations including grinder pumps.

Maintenance and repair of air release valves.

Repair of valve boxes, curb stops, and valves as necessary. Performing and/or coordinating emergency repairs of wastewater collection components and lines

Conducting regulatory and public notifications, advisories, and SSO Events

Conduct record management and maintenance of treatment and flow data.

Record management of work orders for grinder and other repairs.

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

Coordinate annual sewer cleaning activities

Perform MISS DIG services

Performing other duties as necessary to maintain quality service

Miscellaneous Services

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

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

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

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

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

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

Exhibit 3

Meter Service, Reading, Billing and Receipting Services Under Support Services Division Statement of Duties

Meter Installation - Permanent

Receive and File Meter Sales Forms

Schedule with Customers Order and Pick-up and or Delivery of Specialty Meters (>1-inch)

Maintain inventory of meters

Schedule appointments with customers for meter installations

Perform Meter Installs

Obtain Backflow Certificate

Install Meter and Reading Device

GPS Location for Vehicle Based Reading Unit

Complete Work Order with Meter and Head Numbers for Input into Billing Software

Utilize Work Order to Set-Up a New Customer Account or Update for Irrigation Install

For commercial account, select hazard classification and add to Hydrocorp Inc. list for Backflow and Cross Connection Inspection

Input GPS Points

Input Backflow Control Device for residential and irrigation accounts

File Installation Paperwork

Locating curb stops for builders and homeowners.

Meter Installation – Seasonal

Schedule Spring Installation for Water Only Seasonal Irrigation or Recreational Meters (~50 Meters Total)

Send out notification letters to each account

Require backflow device test during installation

Install meters at scheduled times

Turn on water services

Test radio read device

Obtain Backflow Certificate

Schedule Fall Removal for Water Only Seasonal Irrigation or Recreational Meters (~50 Meters Total)

Send out notification letters to each account of winterization responsibilities

Remove meters

Obtain final reads on each account

Shut down water services

Meter Reading & Billing

R-Type MXU accounts are loaded into vehicle based reading route

M-Type MXU accounts are loaded into handheld reading unit and /or future vehicle based unit

Radio reads are obtained in the field

Audit of non-reads by MXU units are added to manual read accounts

Each non-read manual is visited to obtain a read

Non reads are added to repair list and letters are sent to customer requesting appointments.

Each read is audited by:

- Verifying of account information

- Each read is compared to previous quarter

- Contact made with each customer with read outside normal range, accounts are noted when a homeowner is gone during the winter months.

- Research reads that show no usage.

- Identify if there is a leak. If leak is found, determine if sewer or water only.

- Adjust accounts as necessary

- Identify Repairs and Perform Site Visits, including but not limited to:

 - Assisting Homeowners with identifying leaks

 - Change out of meter heads

 - Researching as to why a home or business may not have irrigation usage over summer. (Irrigation System may have bypass installed).

Following of Audit, meter reads are posted to accounts

Following posting of accounts, bills are printed

Printed bills are separated and sorted for post office

Bills are placed in batches for apartment complexes, condos, etc... to save on postage

Postage is calculated, and payment and delivery of bills is made to post office.

Copy of Howell Township's meter reads are forwarded to Howell Township along with all supporting documents.

Post Meter Reading and Billing

As referenced above, between billing cycles:

- Non-reads are scheduled for maintenance which may include:

 - Installation of an external MXU

 - Re-wiring from reading unit to meter

 - Change out of faulty or clogged meter

 - Change out of meter head

 - Frequently, the above task require preparation of mailings to customers to obtain home access

- Record any account or equipment changes in Billing Software.

- Transfer of Delinquent balances to Place on Tax Rolls

Handling of All Bankruptcy Accounts which includes:

Chapter 7 – If is debt discharged balances are written off

Chapter 13 – Balance that is owed at time of filling is transferred to an additional account with payments being applied from Trustee only.

All bankruptcy amounts must be broken down into water and sewer dollars.

Obtaining Final Reads and Preparation Final Bills from Property Sales

Final bills are printed once a month, however, the majority of final bills are faxed directly to the title company that is holding escrow, this is done daily.

Answering of customer account changes and complaints, questions on bills and scheduling of inspections for leaks.

Provide assistance to customers accessing & making Payments using MHOG's on-line bill paying web site by taking verbal Credit or Debit card payments from customers over the Phone.

Miscellaneous Services

Tracking and service shut-off of foreclosures

Cross Connection Program and Consumer Confidence Reports

Software Upgrades & Annual Maintenance & Software Support Fees

Response to Township request for usage history

Preparation of billing reports for commercial account audits

Preparing Billing Summaries & Account Receivable Reports by District & Township

Entering any adjustments on customer accounts, example: NSF Checks, removing payment.

Keeping track of all meters installed for each subdivision or complex. Any meters not installed yet are checked to make sure lot is still vacant.

Maintaining list of all paid and unpaid meter packages, always checked before meter package is installed in new home.

Bill Collection

Opening mail

- Matching check to payment stub
- No stub included – look up information and write ticket
- From closing companies - looking up to make sure new owner is set up on system

Posting payments

Balancing posting

- Add checks and cash to balance to posting amount
- Write out deposit ticket
- Run posting reports
- Commit batch after balancing

- Put reports into Utility Receipts binders

Deposit to bank

Customer relations

- Taking payments over the counter
- Taking phone calls from customer
- Solving problems for customers
- Collect NSF's

Payments on line

- Retrieve via Email from Billing Software total amount submitted the day before
- Run posting reports
- Next day verify monies in bank match on line payment total
- Commit batch
- Put reports into Utility Receipts binders

Delinquents to Tax Rolls

- Work with Billing Specialist to transfer delinquents to tax rolls
- Special handling of paid delinquents from Sept – Nov
- Disburse delinquent amounts paid to individual townships so they can mark their tax roll accordingly

Balancing Account and Distributing Funds

- Make Excel Sheets from G/L Distribution Daily Reports, to give breakdown of sewer & water by district
- Using spreadsheet enter Deposit totals into Quick Books
- Enter any fees (Merchant Fees) etc
- Do Journal Entries - Non Sufficient Fund's (NSF's)
 - adjustments to statement
- Any refunds made on finals throughout the month
- Do checks for distribution
- Once Chart of Account Balances, print and distribute checks to each district
- Reconcile Account for the month

Close communication is required between the persons billing (finals), receipting (NSF's) and balancing throughout the month to insure balancing at the end of the month.

Exhibit 4 - MHOG Utility Department Organization Chart

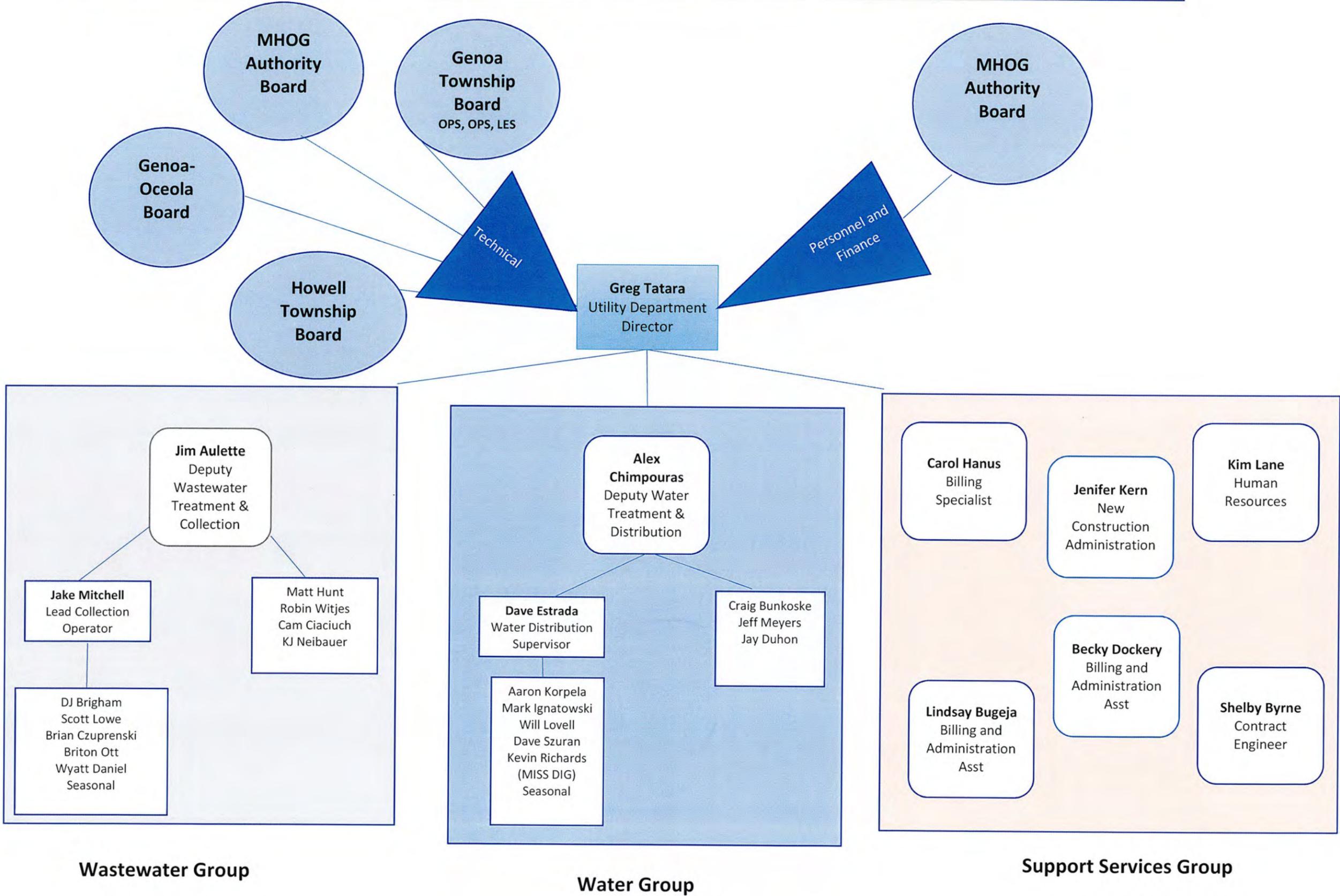


Exhibit 5

Vehicle, Supply, and Material Levels

Vehicles

A minimum of 28 vehicles will be provided to service the systems. Specialized vehicles will include:

One Ton Crane Truck - (1)

Plow Truck - (4)

Truck with 80 Gallon Fuel Tank and Transfer Pump - (2)

Vacuum Extraction Van (Grinder Van) – (1)

F-750 (or Equivalent) Crane Truck (1)

Supplies and Materials

Safety equipment including:

- Confined space entrance equipment including gas detectors,
- Individual PPE
- Traffic safety vests
- Eye protection
- Other job specific safety requirements

Paper and Office supplies

Computers and Software

Uniform Shirts

Meter Reading Equipment

Billing Software

Accounting Software

GIS Software

Map Work Order Management System (Central Square® Software)

E-mail for Staff

Mobile Phone Systems

MISS DIG Accounts and Marking Equipment

MHOG Website

EXHIBIT 6
 MHOG UTILITY DEPARTMENT FUND #233
 BUDGET TO ACTUAL REPORT FOR YEAR ENDING 3/31/26 COMPARED TO
 ACTUAL REVENUES AND EXPENSES FOR 9-MOS ENDING 12/31/25
 PROPOSED 6-MO BUDGET FOR FY ENDING 9/30/26

ACCOUNT#	ACCOUNT DESCRIPTION	AMENDED BUDGET FOR YEAR ENDING 3/31/26	BUDGET FOR YEAR ENDING 3/31/2027	PROPOSED BUDGET FOR 6-MO ENDING 9/30/2026	NOTES
REVENUES					
233-000-400-000	FEES - EXCLUDING OPER LABOR				
233-000-626-005	MARION SEWER (BILLING ONLY)	29,500	28,000	14,000	
233-000-626-008	LAKE EDGEWOOD WATER (BILLING ONLY)	4,092	4,150	2,075	
233-000-626-002	HOWELL-TOWNSHIP-BILLING-				
	SUBTOTAL - FEES EXCLUDING OPER LABOR	33,592	32,150	16,075	
233-000-626-010	FEES - INCLUDING OPER LABOR				
233-000-626-012	OAK POINTE WATER	278,941	290,541	151,163	
233-000-626-011	OAK POINTE SEWER	347,930	360,617	187,622	
233-000-626-013	MHOG WATER	1,594,588	1,705,844	887,520	
233-000-626-014	LAKE EDGEWOOD SEWER	130,893	126,373	65,750	
233-000-626-015	GENOA/OCEOLA SEWER	1,005,754	1,077,127	560,410	
233-000-626-007	HOWELL TOWNSHIP	371,051	376,364	195,816	
	SUBTOTAL - FEES INCLUDING OPER LABOR	3,729,157	3,936,867	2,048,280	
233-000-626-016	VACTOR TRUCK				
233-000-626-017	OAK POINTE WATER	4,000	-	-	
233-000-626-018	OAK POINTE SEWER	21,658	-	-	
233-000-626-019	MHOG WATER	20,000	-	-	
233-000-626-020	LAKE EDGEWOOD SEWER	12,000	-	-	
233-000-626-021	GENOA/OCEOLA SEWER	58,000	-	-	
233-000-626-022	HOWELL TOWNSHIP	18,500	-	-	
	SUBTOTAL - VACTOR TRUCK REVENUE	134,158	-	-	
233-000-672-001	OTHER INCOME				
	MISCELLANEOUS	7,335	9,000	4,500	
233-000-628-003	CONSTRUCTION FEES	10,000	15,000	7,500	
233-000-665-001	INTEREST INCOME	14,000	12,000	6,000	
	HUMAN RESOURCES REIMBURSEMENT			34,000	
	SUBTOTAL - OTHER INCOME	31,335	24,000	52,000	
	TOTAL REVENUE	3,928,242	3,993,017	2,116,355	
EXPENDITURES					
233-600-801-071	ACCOUNTING				
233-600-801-072	AUDIT SERVICES	4,000	4,500	4,500	Still have to complete Audit from Previous Year
233-600-801-073	ACCOUNTING OVERSIGHT SERVICES	8,500	8,500	4,500	Oversight of new accountant, audit prep
	CONTRACT ACCOUNTANT		53,000	34,000	\$11K set up fee and \$3,500 per month
	TOTAL ACCOUNTING EXPENSES	12,500	13,000	43,000	
233-601-860-001	AUTO/TRUCK EXPENSES				
233-601-862-001	FUEL	60,082	59,184	30,000	Half of typical year, we budgets \$3 per gallon, we pay \$0.7 per gal under list price
233-601-991-009	LOAN PAYBACK	100,000	-	0	Can We pay off with what we have and go to zero
233-601-932-001	ROUTINE MAINTENANCE	40,000	31,263	20,000	Wil need tires and breaks on several vehicles, usually in summer
233-601-936-001	DEDUCTIBLE/BODY DAMAGE REPAIR	2,486	2,500	1,000	500 per vehicle
233-601-936-002	AUTO INSURANCE	23,418	27,000	20,000	Two more vehicles, plow and new grinder van, \$800 per year
	TOTAL AUTO/TRUCK EXPENSES	225,986	119,946	71,000	
233-602-803-009	ADMINISTRATIVE EXPENSES				
233-602-801-004	RECEIPTING & IT SERVICES	34,000	85,000	42,500	IT is 40% time on MHOG item + 40% receipting person in treasurer's office
233-602-940-001	OFFICE RENT & SUPPLY	27,000	20,400	10,200	1,200 s.f. at \$17 per square foot
	HERBST BARN RENTAL	16,000	16,000	8,000	Same price per year for 10 year lease
	TOTAL ADMINISTRATIVE EXPENSES	77,000	121,400	60,700	
233-603-948-001	COMPUTER/SW EXPENSES				
233-603-948-002	COMPUTER HARDWARE EXPENSES	3,172	2,800	1,400	Potential for one new computer, replaced over 10 in FY 25 and 26
233-603-948-005	BSA Utility Billing Module	6,808	12,500	12,500	\$3,250 for implementation and \$9,000 Annual - May 2026
233-603-948-004	Web Site Maintenance	1,949	2,000	2,000	Hosting of MHOG.org annually
233-603-948-006	Other (Software Upgrades, etc)	5,531	1,500	1,500	Smaller programs such as adobe
233-603-950-001	Security Cameras at Barns & internet	2,741	3,000	1,500	Annual comcast internet monthly bill
	AIR CARDS/JETPACKS	7,389	8,250	4,125	Remote web access for Microsoft Cloud for remote check-ins
	Website Upgrades, ADA Compliance	0	10,000	5,000	Need to upgrade to ADA Readability by April 2027
	Quickbooks		13,200	6,600	New On - Line Quickbooks Accounting Software
	Teamviewer		4,100	4,100	Remote access to SCADA for Operators (usually June)
	E-mail Exchange Server		4,200	2,100	No longer email server based, cloud email
	TOTAL COMPUTER/SW EXPENSES	27,590	61,550	40,825	
233-604-910-001	PROFESSIONAL DEVELOPMENT				
233-604-910-002	EMPLOYEE TRAINING	6,500	7,500	3,750	Each employees training, license continuing ed, exam prep, etc.
233-604-910-003	ALL STAFF INTERNAL TRAINING	3,826	2,500	1,250	CPR& FIRST AID, CONFINED SPACE
	EMPLOYEE ENGAGEMENT		2,000	1,000	Promote employee engagement activities
	TOTAL PROFESSIONAL DEVELOPMENT	10,326	12,000	6,000	
233-606-959-001	CONTINGENCY	0	-	0	
233-608-709-001	EMPLOYER'S PAYROLL TAXES	159,834	170,719	85,359	
233-609-977-003	GIS & WORK ORDERS				
233-609-977-009	MAINTENANCE OF CENTRAL SQUARE	1,395	2,500	1,250	Assitance with problems, new work order set up, GIS integration
233-609-977-005	ANNUAL CENTRAL SQUARE DUES	12,728	13,000	13,000	Annual software licensing - Pay in July
233-609-977-006	ARC GIS ON-LINE LICENSES	11,240	12,000	12,000	Pay in June, annual GIS license fee
233-609-977-008	Near Map License	5,396	5,500	5,500	3x per year aerials for MISS DIG and GIS - Pay in Summer
233-609-977-007	ROUTINE GIS MAINTENANCE	25,850	25,000	12,500	Pay Giffles Webster contract employee to update GIS System
	TOTAL GIS	56,609	58,000	44,250	
233-612-840-005	INSURANCE				
233-612-840-006	BC/BS MICHIGAN	472,060	524,133	262,066	Estimated insurance rates based on current employees, no changes
233-612-840-007	EHIM	35,320	66,885	33,443	Estimate based on anticipated utilization
233-612-836-001	EHIM RESERVE	15,000	-	0	Fund based on non utilized EHIM Self Insurance
233-612-836-001	WELLNESS PROGRAM	3,750	7,865	3,933	
233-612-844-001	LIFE/DISABILITY	28,160	21,358	10,679	
233-612-844-002	WORKERS COMPENSATION	39,140	40,979	20,489	
233-612-936-003	PROPERTY/LIABILITY INSURANCE	22,225	24,224	12,112	
233-612-844-003	DENTAL INSURANCE	35,608	38,249	19,124	
	TOTAL INSURANCE	651,263	723,691	361,846	
233-613-804-001	LEGAL FEES	35,000	5,000	5,000	

MHOG UTILITY DEPARTMENT FUND #233
 BUDGET TO ACTUAL REPORT FOR YEAR ENDING 3/31/26 COMPARED TO
 ACTUAL REVENUES AND EXPENSES FOR 9-MOS ENDING 12/31/25
 PROPOSED 6-MO BUDGET FOR FY ENDING 9/30/26

ACCOUNT#	ACCOUNT DESCRIPTION	AMENDED BUDGET FOR YEAR ENDING 3/31/26	BUDGET FOR YEAR ENDING 3/31/2027	PROPOSED BUDGET FOR 6-MO ENDING 9/30/2026	NOTES
233-615-742-001	CREDIT CARD FEES	6,130	-	0	
233-616-742-001	EMPLOYEE RECRUITING				
233-616-742-003	ADVERTISING	1,200	2,500	1,250	Only if have to hire employee, do have a base membership on hire mojo
233-616-742-004	BACKGROUND CHECK	0	500	250	
233-616-742-005	PRE-EMPLOYMENT PHYSICALS/DRUG SCREEN	45	1,000	500	
233-616-742-006	CDL PHYSICALS AND DRUG TESTING	1,340	1,000	500	
	TOTAL EMPLOYEE RECRUITING	2,585	5,000	2,500	
233-617-751-008	OFFICE EXPENSES				
233-617-934-001	FURNITURE/CAPITAL	0	-	0	
233-617-750-099	SUPPLIES	9,956	10,000	5,000	Paper, chairs, print services for bills, etc. Mailing of bills, postage rates
233-617-851-001	POSTAGE & SHIPPING	10,845	12,000	6,000	
	TOTAL OFFICE	20,801	22,000	11,000	
233-618-965-001	OTHER EXPENSES	0	-	0	
233-630-702-001	SALARIES				
233-627-715-001	RETIREMENT	212,500	225,929	112,964	3% Cost of Living Adjustment, Review and Merit Increase for October
233-630-702-002	STRAIGHT TIME	1,850,000	1,981,555	990,778	
233-630-702-007	OVERTIME	150,821	193,741	96,871	
233-630-702-011	CONTRACT ENGINEER	66,575	68,000	34,000	
	COMPENSATION CALCULATION	5,000	10,000	10,000	Contract with Rahmberg, Stover & Associates, complete in first 6 - mo Cost for contracted monthly payroll service
	Paychex Payroll Service		12,500	6,250	
	TOTAL SALARIES	2,284,896	2,491,725	1,250,863	
233-640-753-001	SUPPLIES & TOOLS	7,500	10,000	5,000	<i>Meter reading equipment and all system tools such as valve wrench's, keys, etc.</i>
233-651-853-001	TELEPHONE				
233-651-853-003	ANSWERING SERVICE	3,700	4,000	2,000	Pay by cost per call, as customer's increase, call volume increases plus increases Cost to all staff to carry cell phone for on call and communication
233-651-853-004	CELL PHONE ALLOWANCE	25,600	26,010	13,050	
233-651-853-005	CELL PHONES	445	500	225	Spare phone we have in case on call operator loses / damages phone 1-800 number for customers
233-651-853-007	CUSTOMER LINE	603	650	325	
	TOTAL TELEPHONE	30,348	31,160	15,600	
233-699-995-861	TRANSFERS TO EQUIPMENT RESERVES	80,000	125,000	97,500	With 30 vehicles, need to budget to replace avg. of 3 per year at \$65K per
233-699-995-862	TRANSFERS TO PERSONNEL RESERVES	1,000	1,000	5,000	Need to increase personnel reserves
233-705-767-001	UNIFORMS & PROTECTIVE CLOTHING				
233-705-767-002	UNIFORMS/Pants/Boots/Safety Clothing	18,000	21,825	10,913	All safety and uniforms for staff
	TOTAL UNIFORMS & PROTECTIVE CLOTH.	18,000	21,825	10,913	
233-706-767-006	VACTOR TRUCK				Vactor No Longer in DPW
233-706-932-050	VT - FUEL	2,300			
233-706-932-051	VT - EQUIPMENT/TOOLS	1,800			
233-706-932-052	VT - ANNUAL TRANS TO RESERVES	100,000			
233-706-934-040	VT - REPAIRS	30,058			
	TOTAL VACTOR TRUCK	134,158			
	TOTAL EXPENDITURES	3,841,526	3,993,017	2,116,355	If had full year, budget would increase 3.57%
	CHANGE IN FUND BALANCE	86,716	0	0	
	BEGINNING FUND BALANCE	75,000.00	75,000.00	75,000.00	
	LOAN REPAYMENT - ADDITIONAL	0.00	0.00	0.00	
	REFUNDS TO W/S DISTRICTS	-86,716.00	0.00	0.00	
	ENDING FUND BALANCE	75,000.00	75,000.00	75,000.00	
		3/31/2026	3/31/2027	9/30/2026	

**Exhibit 7
MHOG FY2026 System Labor Equipment Percentage Calculation**

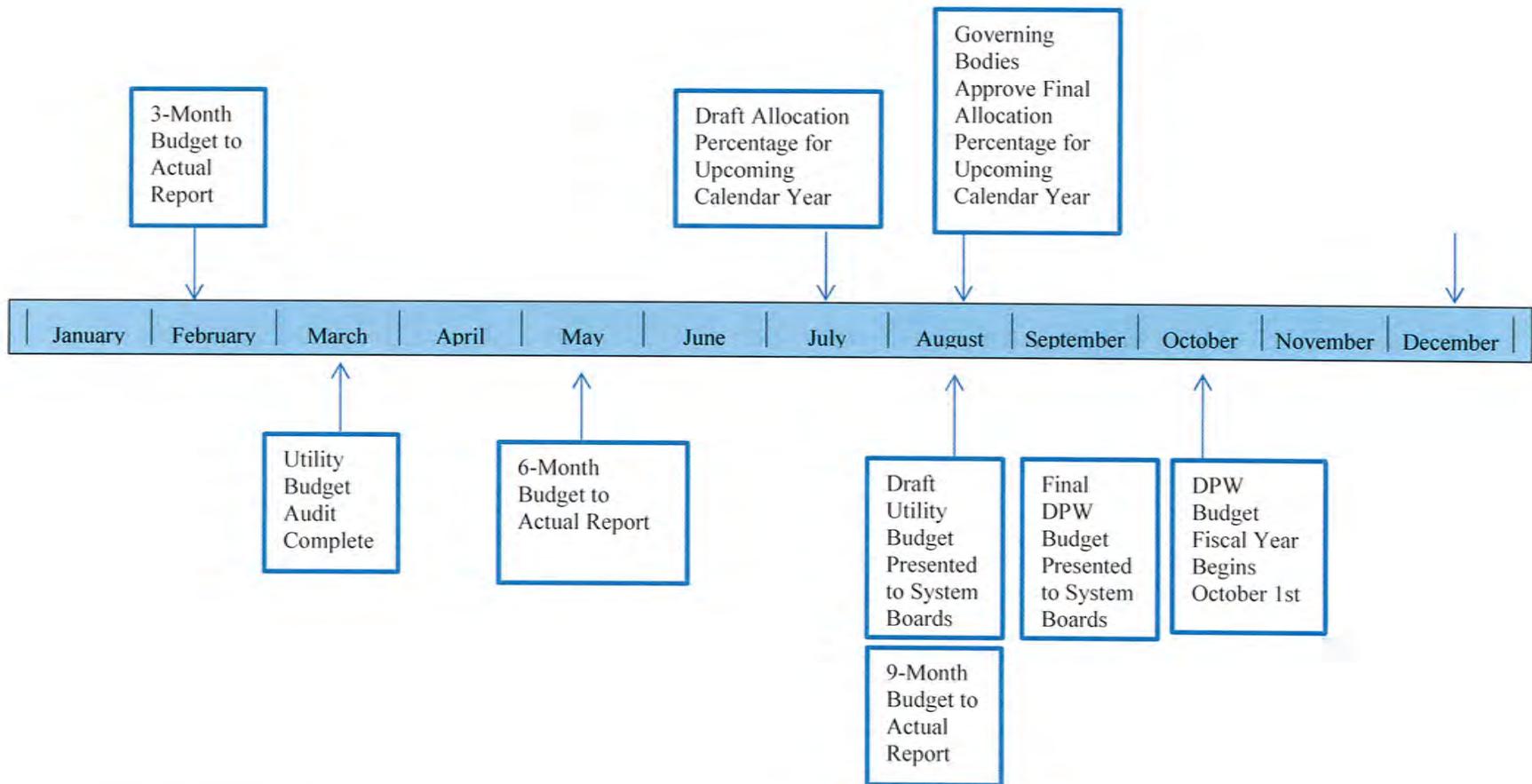
System	Billed Connections	%	Miles of Pipe	%	Avg. Daily Flow (2024)	%	Storage / Pump Station with Daily Checks	%	Full Time Staff Equivalents to Operate	%	Annual Budget	%	Grinder Pumps or Hydrants	%	Total Avg.
MHOG	6,406	42.42%	156.42	45.83%	1,893,000	48.45%	8	32.00%	8.5	31.48%	\$3,537,639	33.63%	1,757	69.47%	43.33%
Genoa-Oceola	4,887	32.36%	94.29	27.63%	1,385,564	35.47%	8	32.00%	8.5	31.48%	\$2,980,177	28.33%	108	4.27%	27.36%
Oak Pointe Sewer	1,349	8.93%	31.73	9.30%	0	0.00%	2	8.00%	2.5	9.26%	\$1,214,285	11.54%	432	17.08%	9.16%
Oak Pointe Water	934	6.19%	15.46	4.53%	276,030	7.07%	3	12.00%	3	11.11%	\$533,250	5.07%	144	5.69%	7.38%
Lake Edgewood	515	3.41%	12.75	3.74%	0	0.00%	1	4.00%	1	3.70%	\$435,125	4.14%	88	3.48%	3.21%
Howell Township	1,009	6.68%	30.64	8.98%	352,144	9.01%	3	12.00%	3.5	12.96%	\$1,817,500	17.28%	0	0.00%	9.56%
Total	15,100	100.00%	341	100.00%	3,906,738	100.00%	25	100.00%	27.0	100.00%	10,517,976	100.00%	2,529	100.00%	100.00%

8

System	Existing Allocation %	Proposed Percentage	Difference
MHOG	42.76%	43.33%	0.57%
Genoa-Oceola	26.97%	27.36%	0.39%
Oak Pointe Sewer	9.33%	9.16%	-0.17%
Oak Pointe Water	7.48%	7.38%	-0.10%
Lake Edgewood	3.51%	3.21%	-0.30%
Howell Township	9.95%	9.56%	-0.39%

Exhibit 8

Annual Budget Timeline Requirements



Note: Budget Timeline Begins for FY 2027. FY 2026 will be a 6-month budget from April 1, 2026 – September 30 2026, due to transition from fiscal year ending March 31st

ASSET TRANSFER AGREEMENT

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

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

Date: _____, _____, 202__

Personal Property: As described in Bill of Sale

This Asset Transfer Agreement (“Agreement”) is made on _____, 202__ between the MHOG Sewer and Water Authority (“MHOG”) and Genoa Charter Township (“Genoa”) (collectively referred to as the “Parties”).

RECITALS

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

B. Genoa has traditionally operated a Utility Department with a separate DPW Fund that provides utility services, staff, vehicles, supplies and materials needed to certain sanitary sewer and water systems pursuant to a 2022 Amended and Restated Utility Services Agreement (“2022 Agreement”).

C. To that note above, Genoa’s operations of a Utility Department involved using various equipment that was paid for such sanitary sewer and water systems.

D. A Memorandum of Understanding made on October 21, 2025 (“MOU”) and attached as **Exhibit A** outlines for organizational efficiencies, among other reasons, that Genoa desires to transfer its utility operations as noted under the 2022 Agreement to MHOG.

E. Accordingly, MHOG and Genoa entered the MHOG Utility Services Agreement (“Utility Services Agreement”) to effectuate the intent of the MOU attached as **Exhibit B**. To accomplish the goals of the MOU and operate under the Utility Services Agreement, Genoa will transfer certain assets to MHOG.

NOW THEREFORE, upon the mutual promises within this Agreement and the mutual consideration of MHOG receiving the Personal Property and Genoa being relieved of obligations to provide utility operations, the Parties hereby agree to the following:

1. Transfer of Assets.

- A. Purpose. The purpose of the below is memorialize transfer of the Personal Property from Genoa to MHOG with the understanding that all property that was transferred is to be solely owned by MHOG for purposes outlined in the Utility Services Agreement.
- B. Personal Property. All Personal Property, that was utilized by Genoa to provide utility operations services as outlined in the Bill of Sale attached as **Exhibit C**, are memorialized as officially transferred from the Genoa to MHOG.
- C. Interim Use of Services and Assets Not to Be Transferred. Genoa and MHOG agree that for an interim transition period to not exceed one year without a subsequent written extension that MHOG will continue to utilize: (1) space at current offices at Genoa; (2) current IT services at Genoa; and (3) Genoa for preparation of bill receipting. The use of such services shall be paid for by MHOG to Genoa at current costs (if any).
- D. AS IS, WHERE IS” Condition of Personal Property.

i. MHOG ACKNOWLEDGES AND AGREES THAT IT IS ACCEPTING THE PERSONAL PROPERTY “AS-IS” “WHERE-IS” AND “WITH ALL FAULTS” WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM, OR ON BEHALF OF GENOA. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MHOG ACKNOWLEDGES AND AGREES THAT GENOA HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES CONCERNING THE PERSONAL PROPERTY AND ANY PORTIONS THEREOF, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ii. MHOG ACKNOWLEDGES AND AGREES THAT IT HAS NOT RELIED, AND WILL NOT RELY, UPON ANY REPRESENTATIONS OR WARRANTIES (ORAL OR WRITTEN) MADE BY OR PURPORTEDLY MADE ON BEHALF OF GENOA WITH RESPECT TO THE PHYSICAL CONDITION OF THE PERSONAL PROPERTY, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE EXPRESSLY SET FORTH IN THIS AGREEMENT.

iii. MHOG AGREES THAT NO REPRESENTATION BY OR ON BEHALF OF GENOA HAS BEEN MADE TO MHOG AS TO THE PHYSICAL CONDITION OF THE PERSONAL PROPERTY, THE APPLICABILITY OF OR COMPLIANCE WITH ANY GOVERNMENTAL REQUIREMENTS OR THE SUITABILITY OF THE PERSONAL PROPERTY FOR ANY PURPOSE WHATSOEVER.

iv. MHOG is relying strictly upon MHOG's due diligence, investigations and inquiries to make the decision to formalize accepting the Personal Property and to close. Upon execution, MHOG will be deemed to have been fully satisfied with the results of its inspections and investigations regarding the Personal Property.

- D. No Additional Consideration. Genoa agrees that it is entitled to no additional consideration or assets of MHOG other than as set forth in this Agreement.
- E. Possession and Authorization to Title. If not already possessed, MHOG shall receive immediate title to the Personal Property upon execution of this Agreement, and is entitled to retain possession and title so long as there is no default by MHOG in carrying out the terms and conditions of this Agreement. For any vehicles requiring transfer of title from Genoa to MHOG, this Agreement shall be deemed a sufficient transfer to authorize such transfer and Genoa shall assist MHOG with any required forms or documents required by the Michigan Secretary of State or other applicable governmental entity to appropriately transfer title of such vehicles. Should any asset being transferred from Genoa to MHOG to accomplish the goals of the MOU, Utility Services Agreement, operations transfer require some requisite license, permit, or other governmental authority (or if a governmental authorization or permit itself is being transferred), Genoa shall assist MHOG to obtain all necessary authorizations and shall assist MHOG if another governmental unit needs to cooperate assist with obtaining authorizations.
- F. Service of Notices. Any and all notices are sufficient when served by personal service or by first-class mail, addressed to the party at the addresses listed above.
- G. Waiver. The waiver by either party of a breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- H. Authority and Binding Effect. The Parties represent that designated representatives of the Parties have full authority on behalf of each respective entity and their governing bodies to enter into this Agreement and all referenced documents. The covenants and agreements of this Agreement shall bind the heirs, assigns, and successors of the respective Parties.
- I. Entire Agreement. This Agreement supersedes all previous or contemporaneous communications and contracts, and constitutes the entire agreement between the Parties. Neither party shall be entitled to benefits other than those specified herein. No oral statements or prior or contemporaneous written material not specifically incorporated herein shall be of any force and effect, and both Parties specifically acknowledge, in entering into and executing the Agreement, that they rely solely upon the representations and agreements contained in the Agreement and no others.
- J. Governing Law and Severability. The Agreement shall be governed by and interpreted in accordance with the laws of Michigan. If any provision of the Agreement conflicts with any statute or rule of any law in Michigan or is otherwise unenforceable for any reason, then that provision shall be deemed severable from or enforceable to the maximum extent permitted by law, as the case may be, and that provision shall not invalidate any other provision of the Agreement. Venue for any action brought under the Agreement shall lie Livingston County, Michigan.

K. Supplementation of Exhibit C and Amendment. If the Parties recognize that they have not transferred a necessary asset after entering into this Agreement, they may attach a new **Exhibit C** reflecting adding additional assets transferred to MHOG as long as the new **Exhibit C** is signed by both parties. Any new **Exhibit C** under this provision shall be incorporated into the Agreement. Otherwise, any other amendments to this Agreement may be made if in writing and signed by both Parties.

The Parties acknowledge receipt of copies of this Agreement and its attachments, agree to its correctness, and authorize and ratify the disbursement and receipt of the Personal Property set forth herein. This Agreement may be executed in counterparts and each such counterpart shall be considered a valid original.

MHOG

By:
Its: Chair

And: _____

By:
Its: Secretary

Dated: _____, 202__

GENOA

By:
Its: Supervisor

And: _____

By:
Its: Clerk

Dated: _____, 202__

EXHIBIT A

MOU

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made as of October 21, 2025 by the Marion, Howell, Oceola, and Genoa Sewer and Water Authority ("MHOG"), whose principal office is located at 1577 N. Latson Road, Howell, Michigan 48843, the Genoa-Oceola Sewer and Water Authority whose principal office is located at 2911 Dorr Road, Brighton, MI 48116 ("G-O"), Howell Township ("Howell"), whose principal office is located at 3525 Byron Road, Howell, MI 48855, and Genoa Charter Township ("Genoa"), whose principal office is located at 2911 Dorr Road, Brighton, Michigan 48116, collectively known as "the parties" or in the singular "the party".

RECITALS

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

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

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

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

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

WHEREAS, Genoa operates a Utility Department ("Utility Department") with a separate DPW Fund that provides utility services, staff ("Utilities Staff"), vehicles, supplies and materials needed to operate the Systems; and

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

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

WHEREAS, Genoa, MHOG, G-O, and Howell entered into an Amended and Restated Utility Services Agreement on May 18, 2022, (the "Agreement"); and

WHEREAS, the term of the Agreement ends on March 31, 2026; and

WHEREAS, the term of the Agreement will automatically renew for successive five (5) year terms each, unless written notice of termination is provided by a party to the Agreement to the other parties not more than 180 days and not less than 90 days prior to the end of the then current term; and

WHEREAS, Genoa is currently designated to operate the Systems in accordance with the Agreement; and

WHEREAS, the parties desire to transfer operations currently held by Genoa to MHOG and consequently form a subsequent contract regarding same;

WHEREAS, the parties recognize that transferring operations to MHOG will require coordination of staff transitions, asset transfers, and operational continuity planning; and

WHEREAS, the parties desire to ensure continued high-quality utility services to all customers during any transition period;

NOW, THEREFORE, the parties hereto execute this Memorandum of Understanding with the following terms and conditions:

1. Genoa, MHOG, G-O, and Howell wish to terminate the Agreement with the understanding that parties will coordinate to transfer operations of the Systems to MHOG.
2. The parties hereby acknowledge their mutual intent and agreement to collaborate in good faith toward negotiating and executing a separate, future agreement governing the operation of the Systems by MHOG ("MHOG Operations Agreement").
3. This MOU constitutes written notice of termination of the Agreement to all parties not more than 180 days and not less than 90 days prior to the end of the current term. Subject to Section 9 below, the current Agreement shall terminate for all parties on March 31, 2026, or upon execution of the MHOG Operations Agreement, whichever is earlier.
4. The parties agree to assist MHOG, to the extent legally permissible, in diligently engaging in the drafting, reviewing, and execution processes of entering the MHOG Operations Agreement or other related contracts, agreements, or memoranda of understanding.
5. Upon reasonable written request, each party agrees to provide information reasonably necessary for preparation of the MHOG Operations Agreement and transfer of Utilities Staff or other assets to MHOG utilized to operate the Systems, within 15 days of such request, unless a different timeframe is mutually agreed upon.
6. The parties agree to diligently work toward having an approved draft MHOG Operations Agreement no later than February 1, 2026, with execution occurring by March 1, 2026, to allow adequate time for operational transition.
7. Upon execution of the MHOG Operations Agreement, the Utility Department shall be known as

the "MHOG Utility Department."

8. During the term of this Memorandum of Understanding, the Utilities Staff shall continue to operate under the terms of the existing Agreement but shall coordinate closely with the MHOG governing board regarding transition planning and shall provide the MHOG governing board with regular updates on System operations. The Utilities Staff shall remain employees of Genoa until the effective date of the MHOG Operations Agreement or other employment transition agreement.
9. If the MHOG Operations Agreement has not been executed by all parties by March 31, 2026, the parties agree that the Agreement shall automatically continue on a month-to-month basis under the same terms and conditions set forth in the Agreement, including but not limited to the cost allocation percentages set forth in Exhibit 7 of the Agreement. During any month-to-month continuation period:
 - a. This Memorandum of Understanding shall remain in effect;
 - b. The parties shall continue to negotiate in good faith toward execution of the MHOG Operations Agreement;
 - c. The Utilities Staff shall continue to operate under Section 8 of this MOU; and
 - d. All other terms of this MOU shall continue to apply.
10. Until the effective date of the MHOG Operations Agreement, costs shall continue to be allocated among the Systems in accordance with the existing Agreement and Exhibit 7 allocation percentages.
11. This MOU may only be amended by written agreement signed by authorized representatives of all parties.
12. Each party represents and warrants that the individual executing this MOU on its behalf has full authority to bind such party to the terms hereof, and that all necessary approvals, resolutions, or authorizations required by such party's governing documents have been obtained.

(Signature page follows)

IN WITNESS WHEREOF, this MOU has been executed by duly authorized representatives of the parties as of the effective date.

Agreed hereto:

MARION, HOWELL, OCEOLA, AND GENOA
SEWER AND WATER AUTHORITY

Date: October 15, 2025

Mike Coddington
By: Mike Coddington
Its: Chairperson

GENOA-OCEOLA SEWER AND WATER
AUTHORITY

Date: October 15, 2025

Sean P. Dunleavy
By: Sean P. Dunleavy
Its: Chairperson

GENOA CHARTER TOWNSHIP

Date: October 23, 2025

Kim Z...
By: Kim Z...
Its: Supervisor

HOWELL TOWNSHIP

Date: October 15, 2025

Mike Coddington
By: Mike Coddington
Its: Supervisor

EXHIBIT B

Utility Services Agreement

EXHIBIT C

BILL OF SALE

FOR GOOD AND VALUABLE CONSIDERATION, including the undertaking by the MHOG Sewer and Water Authority, 2911 Dorr Road, Brighton, MI 48116 ("MHOG") to take over utility operations from Genoa Charter Township, Genoa Charter Township of 1577 N. Latson Road, Howell, MI 48843 ("Genoa") agrees to transfer the following personal property to MHOG noted in **Attachment 1**.

The undersigned have executed this instrument as of _____, 202__

MHOG

By:
Its: Chair

And: _____
By:
Its: Secretary

Dated: _____, 202__

GENOA

By:
Its: Supervisor

And: _____
By:
Its: Clerk

Dated: _____, 202__

Attachment 1: Personal Property Transferred to MHOG

The following assets, vehicles, and other Personal Property are memorialized as having been conveyed by execution of the Bill of Sale, including those more specifically described and listed below. All dollar or "book values" of the items listed below, if listed, do not reflect amounts that MHOG owes Genoa and generally are provided for informational purposes. Moreover, any attached documents to this Bill of Sale with duplicative listings shall be interpreted as memorializing the transfer of single, individual, items (and not multiple items).

MHOG Asset List	Model
Plotter	KIP860
Copier	TOSHIBA e-STUDIO3525AC
Utility Director computer	Dell Computer
Utility Director monitor	Dell
Utility Director battery backup	APC Back-UPS Pro 1500VA
Engineering Consultant computer	Dell Computer
Engineering Consultant monitor	Dell
Engineering Consultant battery backup	APC Back-UPS Pro 1500VA
Administrative Assistant computer	Dell Computer
Administrative Assistant monitor	Dell
Administrative Assistant battery backup	APC Back-UPS Pro 1500VA
Billing Specialist computer	Dell Computer
Billing Specialist monitor	Dell
Billing Specialist battery backup	APC Back-UPS Pro 1500VA
Utility Administrator computer	Dell Computer
Utility Administrator monitor	Dell
Utility Administrator battery backup	APC Back-UPS Pro 1500VA
Utility Administrator computer	Dell Computer
Utility Administrator monitor	Dell
Utility Administrator battery backup	APC Back-UPS Pro 1500VA
Utility Director laptop	Lenovo
HR laptop	Lenovo
Utility worker jetpacks	Verizon - 13 devices
tablets	
projector	
Goto phones at Plants	
Office 365 email addresses	
Teamviewer	
Nearmap	
ArcGIS and Lucity	
Herbst house cameras and internet	
MHOG domains	
MHOG twitter	
MHOG website	

Utility Department
January 2026 Truck Trailer Inventory

MHOG TRUCK ID#	DIVISION	PRIMARY DRIVER	MAKE/MODEL	PLATE #	VIN #	TITLE VERIFIED 1-28-26	Year
#01	Water	Alex Chimpouras	Silverado 1500 Crew Cab	140 X 087	1GCUYAE3NZ206606	<input checked="" type="checkbox"/>	2022
#02	Wastewater	GO Plow Truck	Silverado 2500 Crew Cab	140 X 088	1GC3YLE7XRF165139	<input checked="" type="checkbox"/>	2024
#03	Water	Will Lovell	Ford F-250	140 X 089	1FDBF2B69NEF37489	<input checked="" type="checkbox"/>	2022
#04	Water	Aaron Korpela	F-350 SuperCab	140 X 090	1FT8X3BAXREF44009	<input checked="" type="checkbox"/>	2024
#05	Wastewater	WWTP	Dodge Ram 1500 4x4	140 X 091	3C6JR7AG7KG571084	<input checked="" type="checkbox"/>	2019
#06	Wastewater	Jake Mitchell	Ford F-250	140 X 092	1FDBF2BA3REE09646	<input checked="" type="checkbox"/>	2024
#07	Water	Water Seasonal	Dodge Ram 2500 4x4	140 X 093	3C7WR5AJ9JG101624	<input checked="" type="checkbox"/>	2018
#08	Wastewater	WWTP	Dodge Ram 1500 4x4	140 X 094	3C6JR7AG7KG571085	<input checked="" type="checkbox"/>	2019
#09	Water	MISS DIG - Kevin Richards	Ford F-150	140 X 095	1FTFX1E82PKD11518	<input checked="" type="checkbox"/>	2023
#10	Wastewater	Brian Czuprenski	RAM 2500	140 X 096	3C7WR5AJ8JG314466	<input checked="" type="checkbox"/>	2018
#11	Water	Dave Estrada	Silverado 2500	140 X 097	1GB0YLE73RF173557	<input checked="" type="checkbox"/>	2024
#12	Wastewater	DJ Brigham	FORD 250	140 X 098	1FTBF2B60KEF61552	<input checked="" type="checkbox"/>	2019
#13							
#14	Water	Water	RAM 3500	140 X 099	3C63R3AJ0IG339292	<input checked="" type="checkbox"/>	2018
#15	Water	Mark Ignatowski	Dodge 3500 Crane Truck	140 X 100	3C7WRTAJXLG256111	<input checked="" type="checkbox"/>	2020
#16	Wastewater	Wyatt Daniel	F-250	140 X 101	1FDBF2BA3REE09923	<input checked="" type="checkbox"/>	2024
#17	Water	WTP	Ford -150 Super Crew Cab	140 X 102	1FTEW1E85NFA46254	<input checked="" type="checkbox"/>	2022
#18	Wastewater	Grinder Van	Ford E350	140 X 103	1FTSE3EL0DD34505	<input checked="" type="checkbox"/>	2013
#19	Genoa	Adam/Sharon	Dodge Ram 1500 4x4	100 X 762	3C6JR7AG8KG569800	<input checked="" type="checkbox"/>	2019
#20	Water	Rounds - Dave Szuran	GMC Sierra 1500	140 X 105	3GTN9AED0NG212686	<input checked="" type="checkbox"/>	2022
#21	Wastewater	Wastewater	Freightliner Vactor 2100	140 X 106	1FVAG3CY2HHHV5495	<input checked="" type="checkbox"/>	2017
#22	Wastewater	Collections	F-750 Crane Truck	140 X 107	3FRXF7FL1FV657237	<input checked="" type="checkbox"/>	2015
#23	Support Srvc.	Greg Tatara	Dodge 2500 Quad Cab	140 X 108	3C6UR5CJ0KG632656	<input checked="" type="checkbox"/>	2019
#24	Wastewater	Scott	Dodge Ram 2500	140 X 109	3C7WR5AJ5LG111411	<input checked="" type="checkbox"/>	2020
#25	Wastewater	Summer Intern	Dodge Ram 1500	140 X 110	3C6JR6DG1LG241626	<input checked="" type="checkbox"/>	2020
#26	Wastewater	Howell Plant	F-250 Plow	140 X 111	1FT7X2B68NED23472	<input checked="" type="checkbox"/>	2022
#27	Wastewater	Jim Aulette	Silverado 1500 Crew Cab	140 X 112	1GCUYEED1NZ232872	<input checked="" type="checkbox"/>	2022
#28	Wastewater	Briton Ott	Silverado 2500 HD	140 X 113	1GC3YNE72NF123585	<input checked="" type="checkbox"/>	2022
#29	Water/Wastewater	Dump Truck	Ford F-350	140 X 114	1FDRF3H6XNEE51796	<input checked="" type="checkbox"/>	2022
#30	Wastewater	Plow Truck	Ford F250	139 X 799	1FTBF2BA1TED09881	<input checked="" type="checkbox"/>	2026
#31	Wastewater	Grinder Van II	GMC Savana 3500 Cargo Van	TBD	1GTZ7HF74S1264471	<input checked="" type="checkbox"/>	2025
na	Wastewater	Collections	Big Tex 2019	E056524	16VEX2024K2087797	<input checked="" type="checkbox"/>	2019

Updated: January 28, 2026



JANUARY 16, 2026

**MARION, HOWELL, OCEOLA, & GENOA
SEWER AND WATER AUTHORITY**
Governmental Accounting Services Proposal



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

January 16, 2026

Mr. Greg Tatara
Utilities Director
Marion, Howell, Oceola & Genoa Sewer & Water Authority
2911 Dorr Road
Brighton, MI 48116

Dear Greg,

Thank you for the opportunity to submit our proposal for governmental accounting services to Marion, Howell, Oceola & Genoa Sewer & Water Authority (“MHOG”). We know that as a governmental institution, it can be challenging to allocate your limited resources to daily accounting and financial planning and analysis. Employing a full-time accountant is often out of budget, or impractical for daily operations, but you still must maintain accurate, up-to-date financial information. Thankfully, our **Plante Moran Government Accounting Professionals (PMGAP)** team offers a full menu of outsourced accounting service offerings designed to reduce the burden on you while ensuring all your accounting needs are met. Here’s what you can expect from our outsourced accounting solution:

- **Our team exclusively serves public sector organizations.** Our team has the experience to serve MHOG Sewer & Water Utilities at the highest level from day one.
- **Our services are scalable.** Whether you need an immediate interim solution, or long-term outsourced accounting support, we can help with any of MHOG’s financial needs. Please see page 4 for more information on the breadth and depth of outsourced accounting services we offer.
- **All our services can be performed 100% remotely or as a hybrid model.** Our investments in technology allow for a streamlined, efficient process, meaning that in a remote environment, we can provide premier service while using less of your valuable time in the process.

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

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

Sincerely,

Kari L. Shea, CPA
Engagement Partner
248-223-3287
kari.shea@plantemoran.com

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

Maintain monthly general ledger

The general ledger is the backbone of all financial accounting. As such, it needs to be reported and posted regularly. Depending on the size and nature of your organization, it's possible we could use Intacct for your general ledger if you are in need of a cloud-based accounting and financial management solution. This solution works well for libraries, authorities, and other smaller governments. We also are happy to use your existing system, either onsite or remotely. You can count on us for accounts payable and receivable, month-end closings, bank reconciliations, management reports, and much more.

Accounts payable

We can enter all the invoices you receive from vendors into the AP system of your accounting software or our Intacct ledger, whichever is being used.

We can:

- Enter vendor invoices
- Electronically archive vendor invoices
- Get approvals
- Pay vendors

Revenue collection/accounts receivable

We'll coordinate the collection of utility fees and other receivables. We can also establish procedures for the safe and timely deposit of revenues and advise you on fees and charges.

Our capabilities include:

- Electronically archiving all invoices
- Applying payments to correct invoices
- Weekly customer balance summaries
- Weekly accounts receivable aging reports

Manual general ledger analysis

While much of the general ledger is the result of system-generated activity, we recognize that this often does not fully encompass the operations of local units of government. We can develop procedures that appropriately maintain and record all activity. In many instances, we can make adjustments to processes that will reduce the frequency of manual entries and activity.

Financial reporting

We know that accurate monthly financial reporting is an area that many local units of government struggle with and is often highly desired (or required) by Boards and Councils. We will provide a monthly financial reporting package that includes the following:

- Balance sheet as of month end for each fund
- Budget-to-actual year-to-date for each fund
- Bank reconciliations
- Statements for transfers
- Bank statements
- Outstanding checklists
- Treasurer's reports
- Other information requested by management

While this packet will be beneficial to your stakeholders, we know you also want to be aware of the activity we post each month. In addition to this reporting package, we'll provide a monthly summary of all manual journal entries we posted for your review.

Sample ongoing service plan

On a monthly basis, unless otherwise noted, we would perform the following as part of our service plan:

- Process source documentation from management, banks, and other stakeholders to record the receipts and disbursement activity.
- Prepare the bank reconciliations and reconcile the bank statements to the general ledger. The completed reconciliations will be presented to management for review and approval.
- Provide budget-to-actual reports to management for review and approval.
- Attend Board meetings to discuss financial matters, as required.
- Provide assistance with budgets, projections, cash-flow forecasts, etc. as needed. This may include funding plans for capital improvements and rate projections.
- Assist in closing the accounting records and compile the necessary schedules and support for the audit at year end, if needed.

Bank reconciliation services

Bank reconciliations are critical to ensuring strong internal controls over financial reporting and for the safeguarding of cash and investments. Timely and accurate reconciliations provide a clear view of cash positions and support for the year-to-date budget-to-actual reporting. We can help you catch up on multiple years of reconciliations, move to pooled cash, and streamline current processes to catch all applicable activity, so that your general ledger accurately reflects your bank and investment balances.

As part of our services, we can:

- Reconcile all cleared transactions, deposits in transit, and outstanding checks
- Record bank activity, such as electronic receipts, that haven't reached your general ledger
- Match bank balances to your internal financial statements
- Prepare required external cash and investment reporting
- Proactively monitor cash flow

Below is an example of a “future state” bank reconciliation process map we recently created for another client:

Example workplan

- **Discovery:** We'll develop an understanding of MHOG's current bank reconciliation process through staff interviews and source documentation.
- **Bank reconciliations:** We'll perform monthly bank reconciliations for the requested period.
- **Wrap-up and deliver:** We'll document the new bank reconciliation process using process maps and written narratives and deliver a report with formal recommendations.

Testimonials: What our clients have to say



Plante Moran serves as our accounting and finance department, providing everything from CFO services to recording transaction activity and process improvement. We recently converted to a new system, and they helped us leverage additional functionality. **We've found this support model to be cost-effective and efficient, and it allows us to stay on top of regulatory and compliance requirements. Their fully trained staff brings the skillset we need on a variety of technical matters,** from providing guidance on how private and public funding sources can be utilized to guidelines on COVID-19 relief programs and funding. They're easy to work with, and the rapport they've developed with our team is great. Communication is proactive – we have regular calls, they monitor and report on our financial status, and they attend our board meetings regularly. I would absolutely recommend Plante Moran. We view them as a trusted advisor and consider them to be a part of our executive team. We couldn't be happier with the service that we receive..

— Brian Ross, President and CEO, Experience Columbus



We hired Plante Moran to provide consistency in our finance and accounting functions during a period of transition.

They provide training, time-saving tips, and valuable benchmarks, which have helped ease my transition to the finance director role. Their service is outstanding. They're extremely knowledgeable, reliable, and always available to jump on a call to answer our questions. We view them as a trusted advisor and an extension of our team.

They scale their services to our needs, helping with year-end filings, bank reconciliations, chart of accounts conversion, pooled cash analysis, and budget amendments. They make sure all our deadlines are met and that we're ready for the audit.

— Alyssa Miller, Finance Director, City of Howell

Fees for Services

Project cost for services

We understand fair fees are a priority for MHOG. As such, the project costs outlined below represent our best estimate based on our knowledge of your business and discussions with you.

We have two options for structuring our fee; 1) a rate card below or 2) a blended hourly rate (\$200) across all positions for work performed within the scope of service. MHOG can choose whichever structure would be best for the organization. We recognize our public sector clients operate with limited budgets and so we are pleased to offer the following **discounted hourly rates**:

LEVEL/ROLE	DISCOUNTED HOURLY RATE
Partner/Principal	\$400
Sr. Manager/Manager	\$275
Senior Consultant	\$190
Consultant	\$175

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

Since the MHOG Authority is undergoing an entity transition, estimating the hours necessary to provide our services is difficult. Based on comparable sized entities, we are estimating the cost of our services as follows:

PROJECT/SERVICE	ESTIMATED FEES
Monthly accounting services	\$3,500 per month
Intacct/Bill.com implementation costs	\$7,000-\$10,000 (one-time costs)
Monthly Intacct/Bill.com fees	Intacct: Currently \$330 per month – 3 funds included, \$85 per additional fund (max 10) Bill.com: \$49 base per month plus \$1.69 per transaction for checks and \$.49 per transaction for ACH

The cost to provide the Intacct software and the BILL payment service is a direct pass thru from these companies. Plante Moran does not mark up the cost of these services. **For an entity with comparable activity, the combined Intacct/BILL fees for the past 12 months was approximately \$6,000.**

Please note: Our blended hourly rate is for standard accounting services as described throughout this proposal. In the event MHOG requests executive-level advisory services – such as strategic planning, organizational design, contract negotiation support, etc. - those services will be billed using the tiered rate card.



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

January 16, 2026

Mr. Greg Tatara
MHOG Sewer & Water Authority
2911 Dorr Road
Brighton, MI 48116

Dear Greg:

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

Scope of Services

We will provide temporary financial assistance at your discretion. Our work product will be in the form of preparing and reviewing financial schedules and analysis created under the direction and supervision of Greg Tatara. Our consulting services may be provided to assist you with such activities and tasks as:

- Maintain general ledger accounting
- Perform accounts payable and invoicing
- Prepare monthly bank reconciliations
- Prepare monthly Treasurer's report
- Presentations to Board as requested
- Other accounting related tasks and services as requested by the MHOG Sewer & Water Authority

It should be noted that at no time during this engagement will we be responsible for making investment decisions, signing checks, making bank transfers, initiating ACH or wire transfers, or handling cash in any way. We will not be responsible for processing payroll, remitting payroll taxes, or filing payroll tax forms. These responsibilities remain with the Client or other external parties.

We expect our work will be performed both remotely and in person. Remote meetings and presentations will be conducted using Microsoft Teams or another video conferencing platform. For procedures that are necessary to be performed onsite, we will work with you to schedule that work based on and subject to applicable legal requirements and/or guidance regarding worksite safety conditions. While working remotely, we will rely on the MHOG Sewer & Water Authority to provide any electronic documents we require, and remote access to the general ledger and other electronic systems.

Fees and Payment Terms

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

Accounting Consultant	\$175
Senior Accounting Consultant	\$190
Manager	\$275
Partner	\$400

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

Alternatively, we also offer a blended rate of \$200 per hour, regardless of role, for our accounting service work.

Please note that higher-level executive advisory services will be billed at the hourly rates listed above, rather than the blended rate.

The rates listed above will increase by CPI on January 1, 2027 and annually thereafter should you continue to utilize this service. We reserve the right to make additional changes to our hourly rates given prevailing market conditions; however, you will be notified before incurring time at the new adjusted rate.

If the Authority chooses to utilize Intacct, our accounting consultants use cloud-based systems, so you always have access to accurate, real-time information. These systems include on-line bill pay to ensure your vendors are paid timely and effectively. The fee for utilization of Sage Intacct software (general ledger software) will be a direct pass-through from the vendor. The current rate charged by Sage to Plante Moran is \$330 per month for up to 3 funds, then \$85 for each additional fund (up to 10) as well as \$15 per month for additional users (if needed). The fee for utilization of BILL is also a direct pass-through from the vendor. The current rate charged by BILL to Plante Moran is \$49 base per month plus \$1.69 per transaction for checks and \$.59 per transaction for ACH.

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

As you probably realize, our primary cost is salaries that are paid currently. Accordingly, our invoices, which will be rendered as services are provided are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice. Our invoices are generally sent from plantemoran@myworkday.com. Please ensure that the appropriate parties have added plantemoran@myworkday.com to their safe senders listing to facilitate proper delivery of our invoices. In the event you are unable to accept electronic delivery of our invoices, please notify a member of the engagement team as soon as possible.

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

Domestic Wire

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

ACH

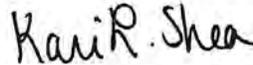
Bank of America
1401 Elm Street 2nd Floor
Dallas TX 75202
Account No. 9890996003
Routing/ABA No. 071000039
Account Name: Plante & Moran, PLLC
Account Address: 3000 Town Center
Suite 100
Southfield, MI 48075

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

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC



Kari L. Shea, CPA
Partner

Agreed and Accepted

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

MHOG Sewer & Water Authority

Greg Tatara

Date

Title

10H

HOWELL TOWNSHIP PLANNING COMMISSION
REGULAR MEETING MINUTES
3525 Byron Road Howell, MI 48855
February 24, 2026
6:30 P.M.

MEMBERS PRESENT:

Wayne Williams	Chair
Robert Spaulding	Vice Chair
Sharon Lollo	Secretary
Tim Boal	Board Representative
Matt Stanley	Commissioner
Trent Holman	Commissioner
Cory Alchin	Commissioner

MEMBERS ABSENT:

ALSO IN ATTENDANCE:

Township Planner Brady Heath, Applicant Robert Dickerson with Ditch Witch, Greg Petru with KEBS Inc., 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:

Commissioner Alchin requested to add Data Center, Data Center subcommittee and Supervisor position discussions. The commission approved to discuss Data Center subcommittee and the Supervisor position update will be discussed during the Township Board Report. Board Representative Boal requested to move Old and New Business Items in front of Other Matters to be Reviewed. **Motion** by Boal, **Second** by Spaulding, **“To approve the amended agenda as we discussed.”** Motion carried.

APPROVAL OF THE MEETING MINUTES:

January 27, 2026

Motion by Stanley, **Second** by Lollo, **“To approve the minutes.”** Motion carried.

CALL TO THE PUBLIC

Angela Barbash, 4211 Crandall Rd- Spoke on Industrial impacts to communities and financial guarantees

ZONING BOARD OF APPEALS REPORT:

None

TOWNSHIP BOARD REPORT:

Draft minutes are included in the packet: Board Representative Boal gave an overview of the meeting. A motion was passed for Carlise Wortman to create a Master Plan for future municipal complex on Township property off Tooley Road. Financial audit done by Gabridge and Company reported the Township is in a healthy financial condition, the Board accepted an offer of purchase the vacant 22 acre property at Tooley and Bowen Roads, Jodi Fulton was appointed to the Trustee vacant seat, the Board accepted the resignation of Supervisor Mike

Coddington and the position has been posted on the Township website, cleanup bids for 5057 Warner have been postponed until the end of March to give the homeowner more time as requested to get his property cleaned up and financial update from Assessor Brent Kilpela. Chairman Williams questioned the transfer of sewer funds from Sewer Fund to General Fund. Commissioner Lollo questioned the building ideas proposed at the Township Tooley Road property.

ORDINANCE VIOLATION REPORTS:

Report in packet. Commissioner Lollo questioned the time frame for submitting site plans on the Haslock project.

SCHEDULED PUBLIC HEARINGS:

None

OLD BUSINESS:

None

NEW BUSINESS:

1. Michigan Underground Specialists (Ditch Witch), PC2026-02, 3401 W. Grand River Ave., Parcel # 4706-28-200-040, Preliminary Site Plan Review- Township Planner Heath gave an overview of the project and answered questions. The applicant is looking for proposed improvements including equipment storage facilities, new parking spaces, and discussed items to be addressed. Applicant Robert Dickerson, service manager for Ditch Witch and Greg Petru with KEBS Inc. discussed their project and answered questions. They would like to add storage for more equipment; there will be a fence around the storage area. They would like to move light poles to the edge of the fence and will update their lighting plan. Chairman Williams questioned the fencing and if gates will be present. Board Representative Boal questioned if there were going to be any changes to the original building, height of building, setbacks, if they have gotten approval from the Livingston County Road Commission, are they planning on adding more employees, how many parking spaces are proposed and if they will be paved, landscaping berms, lot lines, drainage, survey issues and any restrictions on the property. Commissioner Lollo questioned the type of materials that will be stored. Vice Chairman Spaulding questioned if the parking was going to be behind the fence and how many parking spots will be needed. Commissioner Alchin questioned if there were any parking spaces in the rear of the building. Discussion followed. **Motion** by Boal, **Second** by Spaulding, with an amendment **“To table Michigan Underground Specialists PC2026-02 at 3401 W. Grand River Ave. pending an updated landscaping plan and the front parking area and the lighting issue.”** Motion carried.
2. Zoning Ordinance Update-Layout and Schedule: Township Planner Heath gave an overview and answered questions of how the outline will work for updating ordinances. At each meeting there will be articles to review, discuss and direct. There will be consideration to hold workshops for the Planning Commission to discuss topics of interest, like Planned Unit Developments (PUD). Vice chair Spaulding questioned how often these workshops would be held. Commissioner Lollo asked for clarification of a Planned Unit Development. Board Representative Boal questioned how many articles are anticipated for review and approximate time frame to start, how much time they will have to review before the meeting and how long does the Planner anticipate this taking. Discussion followed.

OTHER MATTERS TO BE REVIEWED BY THE PLANNING COMMISSION:

- A. MSU Extension- Planning and Zoning Brief- Informational. Board Representative Boal spoke on some of the information provided.
- B. Zoning Case Law Review- Fahey Schltz Burzych Rhodes- Informational
- C. Conway Township Master Plan Review Letter- Informational
- D. Data Center Subcommittee- Chairman Williams, Planner Heath, Commissioner Stanley, and Board Representative Boal gave their overviews from the subcommittee meeting at the Township regarding Overlay Districts, types of noise, distance from residential properties and sensitive receptors. Commissioner Alchin spoke on his concerns of the legal process with the Data Center subcommittee and how they are operating. Discussion followed.

CALL TO THE PUBLIC:

Angela Barbash, 4211 Crandall Rd- Spoke on attorneys and extending the Moratorium

Board Representative Boal spoke on Michigan Township Association article.

ADJOURNMENT:

Motion by Boal, **Second** by Stanley, **“For adjournment.”** Motion carried. The meeting was adjourned at 8:25 P.M.

Date

Sharon Lollo
Planning Commission Secretary

Marnie Hebert
Recording Secretary

10J

Howell Township Monthly Wastewater Operations Report



Debris Bucketed and Wheelbarrow Out of Rear
Yards from Shiawassee Cleaning

February 2026

Howell Township Wastewater System Operations Report February 2026

Table of Contents

Section 1 – Plant Operation

- Attachment 1.1 – Written Operations Summary
- Attachment 1.2 - Plant Performance Summary
- Attachment 1.3 – EGLE Discharge Monitoring Report for January 2026
- Attachment 1.4 – Process Data
- Attachment 1.5 – Brighton Analytical Data
- Attachment 1.6– Howell WWTP Mercury Results 2025
- Attachment 1.7 – Howell Township WWTP Monthly Flow Report
- Attachment 1.8 – Ice Buildup On Clarifier
- Attachment 1.9 – Completed Lagoon Tree Removal

Section 2 – Collection System Operation

- Attachment 2.1 – Written Pump Station Maintenance Summary
- Attachment 2.2 – Weekly Pump Station Inspection Data
- Attachment 2.3 – Sewer Televising and Cleaning Pictures
- Attachment 2.4 – Pump Station 73 Transfer Switch
- Attachment 2.5 – Monthly Miss Dig Log

Section 3 – Repairs and Capital Improvements

- Attachment 3.1 – February 2026 Capital Projects Cost and Status Summary
- Attachment 3.2 – New Development Log
- Attachment 3.3 – Tetra Tech Project Summary Tracking
- Attachment 3.4 – Budget to Actual 9 Month Report and Amended DPW Budget for FY Ending 2026

Section 1

Plant Operation

Howell Township Plant Operations

Summary for January Activities:

Wastewater Treatment: The Wastewater Treatment Plant (WWTP) processed a total of **10.86 million gallons (MG)** of wastewater in January with no permit violations. (*Attachment 1.2 – 1.6*)

Preventative Maintenance: All scheduled monthly preventative maintenance tasks were completed as planned. These tasks are critical to maintaining the efficient and reliable operation of the WWTP.

Monthly Influent Flow Totals

- **Minimum daily flow:** 0.3064 MG
- **Maximum daily flow:** 0.4078 MG
- **Average daily flow:** 0.3504 MG
- **Total Influent flow:** 10.8624 MG

Monthly Effluent Flow Totals

- **Minimum daily flow:** 0.2785 MG
- **Maximum daily flow:** 0.3518 MG
- **Average daily flow:** 0.3125MG
- **Total Effluent flow:** 9.6880 MG

The total difference between influent and effluent flows was 1.1744 MG, representing approximately a 10% variance for the month. While it is normal for influent and effluent flows to differ due to sludge wasting and normal operational conditions, this percentage is slightly higher than expected. We will verify meter calibration to ensure accurate measurement and proper operation (*Attachment 1.7*)

North Clarifier: January's extreme cold weather significantly impacted plant operations. Ice accumulation developed in the North Clarifier, requiring daily ice breaking and removal to maintain proper function. During the most severe cold period, we shut down the water to the headworks building to prevent potential freeze-related damage (*Attachment 1.8*).

Process Summary:

- EQ Tank
 - Operating North Tank
 - 5 broken gate valves
- Influent Sampler:
 - Normal Operation
- Headworks:

- Fine Screen has been repaired
- FeCl₂ Chemical Room
 - Normal Operation
- Aeration Basin:
 - Waiting on Blower Quote
- Junction Chamber:
 - Normal Operation
- RAS Building & Clarifier:
 - North Clarifier had ice build up
- Sand Filters:
 - Normal Operation
- Post Aeration:
 - Normal Operation
- UV System:
 - Normal Operation
- Recycle Pump Station:
 - Normal Operation
- Lagoons:
 - Tree Removal Was Completed (*Attachment 1.9 – Before and After Photos*)
 -

Howell Township WWTP	
Plant Performance	Jan-26
HT WWTP Flows	
TOTAL MONTHLY EFF (MG)	9.69
TOTAL MONTHLY INF (MG)	10.86
Final Effluent Monitoring	
INF pH	7.02
EFF pH	6.95
INF NH3-mg/L	37.23
EFF NH3-mg/L	0.04
INF PO4-mg/L	5.80
EFF PO4-mg/L	0.17
INF TSS-mg/L	161.33
EFF TSS-mg/L	5.01
INF CBOD-mg/L	206.38
EFF CBOD-mg/L	1.78
<i>AVG.% NH3-N REMOVAL</i>	99.89%
<i>AVG.% TOTAL P REMOVAL</i>	96.99%
<i>AVG.% TSS REMOVAL</i>	96.89%
<i>AVG.% CBOD REMOVAL</i>	99.14%
<i>AVG.% OVERALL REMOVAL RATE</i>	98.23%
Chemical Used	
Ferric Gallons	1,065
Utilities	
Gas	616
Power KWH	43,840
Water Gallons	768
Sludge Processing	
Gallons Wasted	142,426
Gallons Hauled	
Weather Summary	
TOTAL PRECIPITATION	0.95
AVG DAILY PRECIPITATION	0.19
MAX DAILY	0.50

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

PARAMETER	FLOW	SUSPENDED SOLIDS		CBOD ₅		AMMONIA NITROGEN			TOTAL PHOSPHORUS		TOTAL MERCURY				Chloride	Sulfate	FECAL COLIFORM		pH MIN	pH MAX	D.O.		
		7 DAY AVG	mg/l	lbs/day	<1.0	7 DAY	daily max	<0.01	7 DAY	daily max	<0.1	ng/L	lbs/day	ng/L			ng/L	ng/L				7 DAY	0=1
Dates	MGD	mg/l	lbs/day	mg/l	lbs/day	mg/l	lbs/avg	lbs/day	mg/l	lbs/day	mg/l	lbs/day	ng/L	lbs/day	ng/L	ng/L	ng/L	7 DAY	0=1	6.5	9.0	Daily MIN	
																		GEO MEAN	daily MAX	SU	SU	mg/l	
Thursday, January 1, 2026	0.2819			1.2	3	0.9		2.1	0.01		0.0	0.14	0.3										
Friday, January 2, 2026	0.3009																						
Saturday, January 3, 2026	0.2785																						
Sunday, January 4, 2026	0.3052		4.8	12	1.3			3.3	0.03		0.1	0.15	0.4						99	7.42	7.42	10.9	
Monday, January 5, 2026	0.3000		5.2	13	1.1			2.8	0.02		0.1	0.16	0.4						99	7.36	7.36	10.6	
Tuesday, January 6, 2026	0.3428		4.6	13	1.3			3.7	0.31		0.9	0.22	0.6						99	7.17	7.17	10.9	
Wednesday, January 7, 2026	0.3518	3.8	10	3.4	10	0.9	2.9	2.6	0.10	0.3	0.3	0.20	0.6					39	7.15	7.15	10.7		
Thursday, January 8, 2026	0.3328	4.4	12	3.8	11	1.2	3.1	3.3	0.07	0.3	0.3	0.2	0.18	0.5				33	7.09	7.09	10.5		
Friday, January 9, 2026	0.3518	4.4	12				3.1			0.3									47	6.90	6.90	10.1	
Saturday, January 10, 2026	0.3203	4.4	12				3.1			0.3									33	6.89	6.89	10.2	
Sunday, January 11, 2026	0.3241	4.8	13	7.0	19	1.3	3.2	3.5	0.05	0.3	0.1	0.20	0.5					17	6.87	6.87	10.0		
Monday, January 12, 2026	0.3513	5.3	15	7.6	22	1.5	3.5	4.4	0.02	0.3	0.1	0.20	0.6					99	7.12	7.12	10.4		
Tuesday, January 13, 2026	0.3085	5.5	15	5.6	14	1.3	3.4	3.3	0.05	0.2	0.1	0.17	0.4					97	7.00	7.00	10.6		
Wednesday, January 14, 2026	0.3225	6.2	17	7.2	19	6.1	6.2	16.4	0.02	0.1	0.0	0.18	0.5					30	7.11	7.11	10.5		
Thursday, January 15, 2026	0.3063	6.8	18	6.8	17	5.5	8.3	14.1	0.02	0.1	0.0	0.18	0.4					28	6.97	6.97	10.5		
Friday, January 16, 2026	0.3093	6.8	18				8.3			0.1								20	7.02	7.02	10.2		
Saturday, January 17, 2026	0.2990	6.8	18				8.3			0.1								19	6.73	6.73	10.9		
Sunday, January 18, 2026	0.2949	6.7	18	6.2	15	1.6	8.4	3.9	0.02	0.1	0.0	0.15	0.4	200	110			20	6.82	6.82	10.9		
Monday, January 19, 2026	0.2975	6.4	16	6.4	16	1.6	8.3	4.0	0.01	0.1	0.0	0.20	0.5					20	6.87	6.87	11.0		
Tuesday, January 20, 2026	0.3105	6.4	16	5.2	13	1.1	8.2	2.8	0.01	0.0	0.0	0.16	0.4					17	6.85	6.85	10.8		
Wednesday, January 21, 2026	0.3123	6.2	16	6.4	17	1.4	5.7	3.6	0.02	0.0	0.0	0.23	0.6					17	7.05	7.05	10.8		
Thursday, January 22, 2026	0.2953	6.0	15	6.0	15	1.7	3.7	4.2	0.01	0.0	0.0	0.28	0.7	0.57000	0.0000014	0.57000	0.57000	0.39000	0.39000				
Friday, January 23, 2026	0.3178	6.0	15				3.7			0.0								21	6.77	6.77	11.0		
Saturday, January 24, 2026	0.3107	6.0	15				3.7			0.0								32	6.72	6.72	11.0		
Sunday, January 25, 2026	0.3063	5.8	15	5.2	13	1.6	3.7	4.1	0.03	0.0	0.1	0.12	0.3					21	6.91	6.91	10.9		
Monday, January 26, 2026	0.3280	5.1	13	2.6	7	1.2	3.6	3.3	0.03	0.1	0.1	0.13	0.4					38	6.97	6.97	11.1		
Tuesday, January 27, 2026	0.3089	4.8	12	4.0	10	1.4	3.8	3.6	0.02	0.1	0.1	0.17	0.4					38	6.73	6.73	11.2		
Wednesday, January 28, 2026	0.3134	4.3	11	3.8	10	1.5	3.8	3.9	0.03	0.1	0.1	0.14	0.4					60	6.80	6.80	11.1		
Thursday, January 29, 2026	0.2986	3.6	9	2.2	5	1.9	3.9	4.7	0.03	0.1	0.1	0.12	0.3					59	6.85	6.85	10.2		
Friday, January 30, 2026	0.3057	3.6	9				3.9			0.1								58	6.83	6.83	10.4		
Saturday, January 31, 2026	0.3011	3.6	9				3.9			0.1								65	6.75	6.75	10.9		
																		64	6.74	6.74	10.4		
																		64	6.83	6.83	10.8		
																		64	6.80	6.80	10.8		

Signature of Principal Executive Officer or Authorized Agent: James Auletta
 Deputy Director: James Auletta

FROM: 1/1/2026
 TO: 1/31/2026

When completed mail this report to: PCS Data Entry, MDEQ 488, P.O. Box 30273, Lansing, MI, 48909-1773

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	ft	GPD	GPD	1	2	3	GAS METER	KWH * 100	WATER	Hours
Thursday, January 1, 2026	0.34		10.89			4	32	0.5	0.5			5.00	4.50	4.50	1,020	34148	1625114	
Friday, January 2, 2026	0.39		10.56	5950		4	32	0.3	0.3	6,940		5.00	4.50	4.50	1,055	34159	1625114	1024.4
Saturday, January 3, 2026	0.24		10.58			4	32	0.3	0.3	6,281		5.00	4.50	4.50	1,090	34169	1625115	
Sunday, January 4, 2026	0.42		10.91			4	32	0.3	0.5			5.00	4.50	4.50	1,074	34181	1625115	
Monday, January 5, 2026	0.33		10.74	5550	640	4	32	0.3	0.5	6,188		5.50	4.50	4.50	1,088	34190	1625115	
Tuesday, January 6, 2026	0.55		10.49			4	32	0.5	0.5	6,173		5.50	4.50	4.50	1,096	34200	1625115	
Wednesday, January 7, 2026	0.49		10.14			4	32	1.3	0.8	6,254		5.50	4.50	4.50	1,115	34212	1625115	
Thursday, January 8, 2026	0.44		10.22			4	32	1.5	1.0	6,235		5.50	4.50	4.50	1,134	34221	1625116	
Friday, January 9, 2026	0.59		9.97	5910		3	24	1.0	1.0	6,185		5.50	4.50	4.50	1,142	34230	1625116	
Saturday, January 10, 2026	0.59		10.42			5	41	0.3	0.3			5.50	4.50	4.50	1,157	34240	1625116	1024.9
Sunday, January 11, 2026	0.53		10.56			3.5	28	0.5	0.3			5.50	4.50	4.50	1,181	34251	1625117	
Monday, January 12, 2026	0.31		10.51	6190		5	41	0.5				5.50	4.50	4.50	1,201	34260	1625117	
Tuesday, January 13, 2026	0.43		10.46			4	32	2.5		8,354		5.50	4.50	4.50	1,223	34270	1625117	
Wednesday, January 14, 2026	0.37		10.21			4	32	2.0				5.50	4.50	4.50	1,237	34280	1625879	1025.4
Thursday, January 15, 2026	0.25		10.89			4	32	2.8		8,271		7.00	4.50	4.50	1,262	34290	1625879	
Friday, January 16, 2026	0.18		10.93	6290		4	32	2.0				7.50	4.50	4.50	1,293	34298	1625879	
Saturday, January 17, 2026	0.47		10.96			4	32	2.0		8,212		7.75	4.50	4.50	1,315	34309	1625879	
Sunday, January 18, 2026	0.53		10.78			4	32	3.0		8,224		8.00	4.50	4.50	1,349	34321	1625879	
Monday, January 19, 2026	0.14		10.79			4	32	3.0		8,189		8.00	4.50	4.50	1,371	34330	1625880	
Tuesday, January 20, 2026	0.08		11.04	5900		4	32	3.0				8.00	4.50	4.50	1,398	34340	1625880	
Wednesday, January 21, 2026	0.21		10.99			4	32	3.0				8.25	4.50	4.50	1,422	34349	1625881	1025.9
Thursday, January 22, 2026	0.28		10.93			4	32	2.0		8,177		8.25	4.50	4.50	1,458	34361	1625881	
Friday, January 23, 2026	0.35		11.14	6120		6	49	3.0				8.50	4.50	4.50	1,488	34370	1625882	
Saturday, January 24, 2026	0.28		11.16			4	32	3.0		8,139		8.50	4.50	4.50	1,527	34380	1625882	
Sunday, January 25, 2026	0.22		11.09			4	32	3.0		8,138		8.50	4.50	4.50	1,545	34388	1625882	
Monday, January 26, 2026	0.12		10.23	6390		4	32	3.0				8.50	4.50	4.50	1,561	34402	1625882	
Tuesday, January 27, 2026	0.13		10.41			5	41	3.5		8,075		8.50	4.50	4.50	1,606	34412	1625882	
Wednesday, January 28, 2026	0.10		10.87			5	41	5.0		8,072		8.50	4.50	4.50	1,636	34422	1625882	1026.4
Thursday, January 29, 2026	0.11		10.40			5	41	4.5		8,148		8.50	4.50	4.50	1,664	34433	1625882	
Friday, January 30, 2026	0.12		10.83	6080		4	32	4.0				8.50	4.50	4.50	1,680	34443	1625882	
Saturday, January 31, 2026	0.08		10.77			6	49	4.0		8,171		8.50	4.50	4.50	1,712	34452	1625882	
AVG	0.31	#DIV/0!	10.67	6042	640	4.24	34		1	7,496					616	43840	768	

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	
Thursday, January 1, 2026	11	SNOW	0.310829	10.2	7.2	175	454	156	404	4.7	12.2	27.5	71.3	
Friday, January 2, 2026	14	SNOW	0.342723	10.2	7.2									
Saturday, January 3, 2026	18		0.306430	10.4	7.1									
Sunday, January 4, 2026	24		0.330874	10.3	7.2	214	591	160	442	5.2	14.3	40.9	112.9	
Monday, January 5, 2026	29		0.333892	11.0	7.1	199	554	192	535	5.5	15.4	39.6	110.3	
Tuesday, January 6, 2026	34	0.10	0.396614	10.4	6.9	245	810	220	728	7.1	23.5	38.8	128.3	
Wednesday, January 7, 2026	38	0.50	0.407813	10.1	7.0	188	639	152	517	6.0	20.4	38.5	130.9	
Thursday, January 8, 2026	36	0.05	0.389722	11.0	6.9	140	455	80	260	5.7	18.4	37.5	121.9	
Friday, January 9, 2026	58	0.25	0.382032	12.1	6.9									
Saturday, January 10, 2026	34	0.05	0.327223	10.1	6.9									
Sunday, January 11, 2026	25	SNOW	0.353175	9.8	7.1	225	663	188	554	4.9	14.5	34.7	102.2	
Monday, January 12, 2026	27		0.356710	12.0	6.9	232	690	332	988	5.7	16.9	37.5	111.6	
Tuesday, January 13, 2026	33		0.353752	11.4	7.0	219	646	76	224	6.1	17.9	36.5	107.7	
Wednesday, January 14, 2026	35	SNOW	0.341456	11.3	7.0	168	478	124	353	5.8	16.5	37.2	105.9	
Thursday, January 15, 2026	6	SNOW	0.350862	10.9	7.0	161	471	152	445	5.9	17.1	35.5	103.9	
Friday, January 16, 2026	22	SNOW	0.332654	9.7	6.9									
Saturday, January 17, 2026	24		0.333082	7.7	6.9									
Sunday, January 18, 2026	16	snow	0.327496	7.6	6.9	229	625	144	393	5.7	15.6	39.9	109.0	
Monday, January 19, 2026	13	snow	0.346939	6.9	7.0	247	715	204	590	6.6	19.0	39.6	114.6	
Tuesday, January 20, 2026	2	Snow	0.365074	9.4	7.0	226	688	148	451	6.2	19.0	34.1	103.8	
Wednesday, January 21, 2026	17	Snow	0.343800	10.8	6.9	245	702	196	562	6.2	17.7	40.0	114.7	
Thursday, January 22, 2026	18	SNOW	0.328811	10.4	7.2	212	581	132	362	6.1	16.8	39.4	108.0	
Friday, January 23, 2026		SNOW	0.357664	10.7	7.1									
Saturday, January 24, 2026	-2		0.347440	9.9	6.9									
Sunday, January 25, 2026	5	SNOW	0.345689	8.9	6.9	201	579	128	369	5.2	14.9	38.5	111.0	
Monday, January 26, 2026	13	SNOW	0.374076	8.8	6.9	192	599	168	524	5.3	16.4	35.0	109.2	
Tuesday, January 27, 2026	11		0.359026	9.9	7.2	227	680	260	779	6.0	18.0	36.7	109.9	
Wednesday, January 28, 2026	7	SNOW	0.367730	8.9	7.3	198	607	104	319	5.8	17.9	34.3	105.2	
Thursday, January 29, 2026	4		0.357488	9.2	7.1	191	569	72	215	6.2	18.5	40.1	119.6	
Friday, January 30, 2026	-1		0.343436	9.9	7.1									
Saturday, January 31, 2026	4		0.347876	9.7	7.0									
TL		0.95	10.86											
AVG	19.17	0.19	0.35	10.0	7.02	206.4	609.5	161.3	476.8	5.8	17.2	37.2	110.1	

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)
01/01/26						
01/02/26						
01/03/26						
01/04/26						
01/05/26						
01/06/26						
01/07/26	230	30				
01/08/26						
01/09/26						
01/10/26						
01/11/26						
01/12/26						
01/13/26						
01/14/26						
01/15/26						
01/16/26						
01/17/26						
01/18/26						
01/19/26						
01/20/26						
01/21/26						
01/22/26			0.57	0.57	0.39	0.39
01/23/26						
01/24/26						
01/25/26						
01/26/26						
01/27/26						
01/28/26						
01/29/26						
01/30/26						
01/31/26						

*g Not Required this Reporting Period

Howell WWTP Mercury Results 2025

Influent	Result	units	Method
1/13/2025	8.82	ng/L	EPA 1631
4/16/2025	9.33	ng/L	EPA 1631
7/9/2025	5.76	ng/L	EPA 1631
10/16/2025	4.44	ng/L	EPA 1631

Effluent	Result	Unit	Method
1/13/2025	<0.5	ng/L	EPA 1631
4/16/2025	<0.5	ng/L	EPA 1631
7/9/2025	<0.5	ng/L	EPA 1631
10/16/2025	<0.5	ng/L	EPA 1631

FLOW MG

	Influent MG	Effluent MG
January 1, 2026	0.3108	0.2819
January 2, 2026	0.3427	0.3009
January 3, 2026	0.3064	0.2785
January 4, 2026	0.3309	0.3052
January 5, 2026	0.3339	0.3000
January 6, 2026	0.3966	0.3428
January 7, 2026	0.4078	0.3518
January 8, 2026	0.3897	0.3328
January 9, 2026	0.3820	0.3518
January 10, 2026	0.3272	0.3203
January 11, 2026	0.3532	0.3241
January 12, 2026	0.3567	0.3513
January 13, 2026	0.3538	0.3085
January 14, 2026	0.3415	0.3225
January 15, 2026	0.3509	0.3063
January 16, 2026	0.3327	0.3093
January 17, 2026	0.3331	0.2990
January 18, 2026	0.3275	0.2949
January 19, 2026	0.3469	0.2975
January 20, 2026	0.3651	0.3105
January 21, 2026	0.3438	0.3123
January 22, 2026	0.3288	0.2953
January 23, 2026	0.3577	0.3178
January 24, 2026	0.3474	0.3107
January 25, 2026	0.3457	0.3063
January 26, 2026	0.3741	0.3280
January 27, 2026	0.3590	0.3089
January 28, 2026	0.3677	0.3134
January 29, 2026	0.3575	0.2986
January 30, 2026	0.3434	0.3057
January 31, 2026	0.3479	0.3011



Monthly Flow Totals	(MG)
Influent	10.8624
Effluent	9.6880
Difference	1.1744

Average Daily Flow	(MGD)
Influent	0.3504
Effluent	0.3125
Difference	0.0379



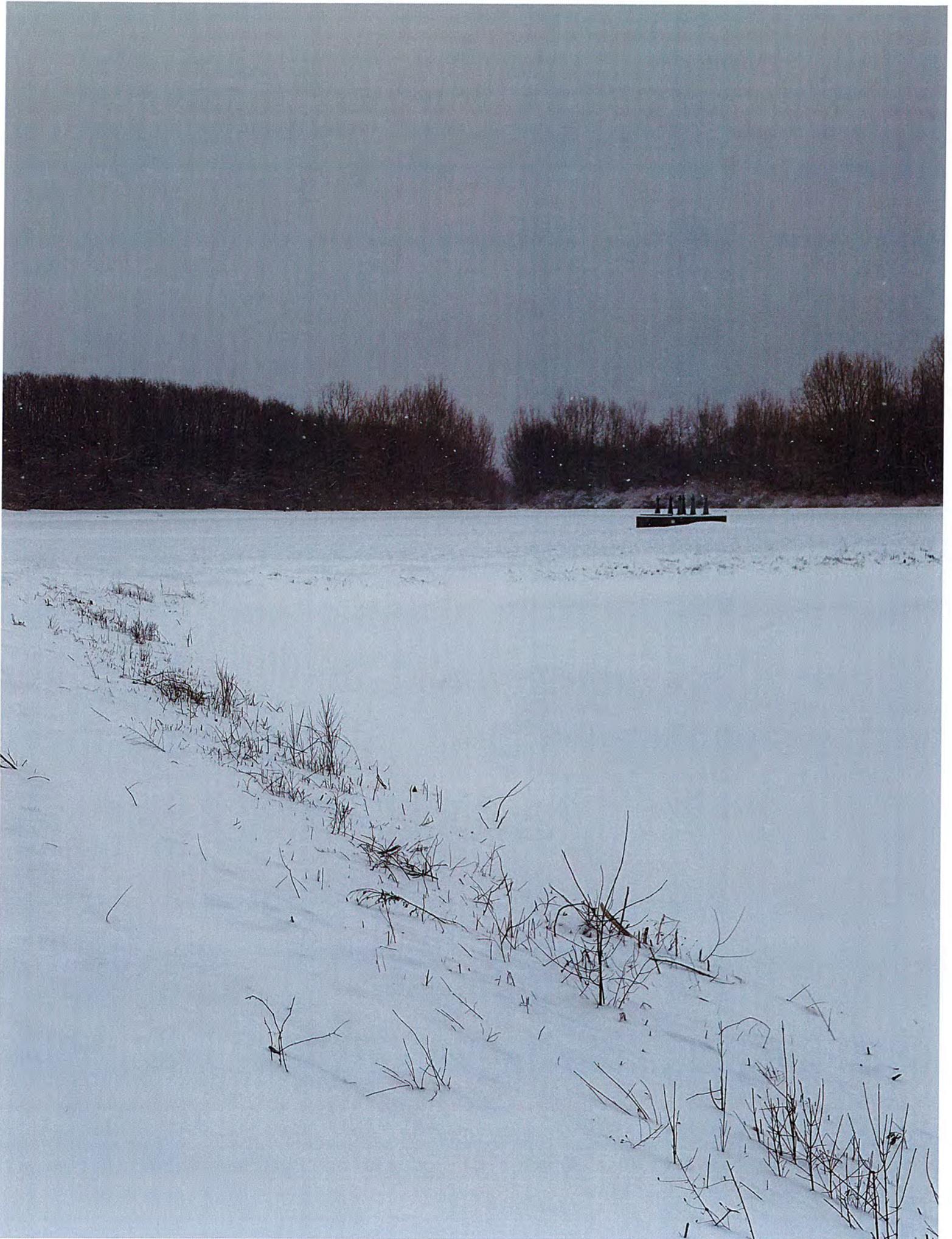




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Section 2

Collection System Operation

Howell Township Pump Stations and Collection System

Summary for January Activities:

Pump Station Inspections: All pump stations were inspected on a weekly basis throughout the month of January to ensure proper operation and maintenance (*Attachment 2.2*).

Preventive Maintenance and Televising: Pipeline Management has begun cleaning and televising the gravity sewer line running adjacent to the Shiawassee River from M-59 to Grand River Avenue (*Attachment 2.3*).

Pump Station 73: Pump Station 73 experienced a power loss on Sunday, 2/8. The outage was reported, and DTE Energy responded on-site, confirming that incoming utility power to the station was functioning properly. We had an issue between the transfer switch and the main electrical panel (*Attachment 2.4*).

K&J Electric was able to come out Monday morning and identified a failed contactor within the transfer switch. Cummins was notified and responded the same day and ordered the necessary replacement parts. The parts arrived Friday, and the station was restored to normal operating conditions.

The transfer switch is less than three years old. We are currently working with Cummins to pursue warranty coverage for the failed components.

Overall Pump Station Status: All pump stations were confirmed to be in normal operation

- PS-71: Normal Operation
- PS-72: Normal Operation
- PS-73: Transfer Switch Issue
- PS-74: Normal Operation
- PS-75: Normal Operation
- PS-76: Normal Operation
- PS-77: Normal Operation
- PS-78: Normal Operation
- PS-79: Normal Operation

Pump Station 70
Howell Township
February 2026

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?	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
12/30/2025	10:55 AM	bc	7398.4	7102.9	451	532	NO	NO	YES	YES	NO	NO	NO	YES	NO	YES	75%									
1/5/2026	10:10 AM	JM	7412.5	7116.8	914	533	NO	NO	YES	YES	NO	NO	NO	YES	NO	YES	75%	14.1	13.9	143.3	6.0	2.362	2.329	463.0	0.2	
1/12/2026	10:25 AM	wd	7430.4	7134.8	1418	533	NO	NO	YES	YES	NO	NO	NO	YES	NO	YES	75%	17.9	18.0	168.3	7.0	2.553	2.568	504.0	0.2	
1/20/2026	10:30 AM	JM	7450.1	7154.7	2064	533	NO	NO	YES	YES	NO	NO	NO	YES	NO	YES	75%	19.7	19.9	192.1	8.0	2.461	2.486	646.0	-0.1	
1/29/2026	10:00 AM	JM	7471.5	7176.2	2808	533	NO	NO	YES	YES	NO	NO	NO	YES	NO	YES	75%	21.4	21.5	215.5	9.0	2.383	2.394	744.0	0.5	
2/2/2026	10:00 AM	wd	7481.3	7186.0	3143	533	NO	NO	YES	YES	NO	NO	NO	YES	NO	YES	75%	9.8	9.8	96.0	4.0	2.450	2.450	335.0	0.0	
2/10/2026	1:35 PM	wd	7500.4	7205.3	3787	533	NO	NO	YES	YES	NO	NO	NO	YES	NO	YES	75%	19.1	19.3	195.6	8.1	2.344	2.368	644.0	0.2	

Pump Station 71
Howell Township
February 2026

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	
12/30/2025	10:30 AM	bc	6298.8	664.7	98751	NO	NO	YES	YES	NO	NO	NO	YES	NO									
1/5/2026	10:05 AM	JM	6302.8	669.2	99022	NO	NO	YES	YES	NO	NO	NO	YES	NO									
1/12/2026	10:05 AM	wd	6307.5	674.4	99328	NO	NO	YES	YES	NO	NO	NO	YES	NO	4.0	4.5	143.6	6.0	0.669	0.752	271.0		
1/20/2026	10:20 AM	JM	6312.8	680.5	99684	NO	NO	YES	YES	NO	NO	NO	YES	NO	4.7	5.2	168.0	7.0	0.671	0.743	306.0		
1/28/2026	2:20 PM	JM	6318.6	687.1	70	NO	NO	YES	YES	NO	NO	NO	YES	NO	5.3	6.1	192.2	8.0	0.662	0.762	356.0		
2/2/2026	10:00 AM	wd	6322.1	691.0	302	NO	NO	YES	YES	NO	NO	NO	YES	NO	5.8	6.6	196.0	8.2	0.710	0.808	-99614.0		
2/10/2026	1:30 PM	wd	6327.6	697.3	668	NO	NO	YES	YES	NO	NO	NO	YES	NO	3.5	3.9	115.7	4.8	0.726	0.809	232.0		
															5.5	6.3	195.5	8.1	0.675	0.773	366.0		

Pump Station 72
Howell Township
February 2026

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
12/30/2025	10:35 AM	bc	712.8	1638.7	942	1299	1407	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO										
1/5/2026	10:00 AM	JM	713.6	1639.5	1339	1299	1407	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	0.8	0.8	143.4	6.0	0.134	0.134	397.0	0.0	0.0	
1/12/2026	10:15 AM	wd	714.8	1640.6	1609	1299	1409	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	1.2	1.1	168.3	7.0	0.171	0.157	270.0	0.7	2.0	
1/20/2026	10:10 AM	JM	716.0	1641.8	1937	1300	1410	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	1.2	1.2	191.9	8.0	0.150	0.150	328.0	0.4	1.0	
1/28/2026	2:05 PM	JM	717.6	1643.3	2507	1300	1411	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	1.6	1.5	195.9	8.2	0.196	0.184	570.0	0.3	1.0	
2/2/2026	10:00 AM	wd	718.7	1644.3	2886	1300	1412	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	1.1	1.0	115.9	4.8	0.228	0.207	379.0	0.4	1.0	
2/10/2026	1:20 PM	wd	719.8	1645.4	3461	1301	1413	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	1.1	1.1	195.3	8.1	0.135	0.135	575.0	0.3	1.0	

Pump Station 73
Howell Township
February 2026

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?	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
1285.2	957.2	4412	666	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	75%											
1287.6	959.8	4423	667	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	75%	0.0	2.4	2.6	143.5	6.0	0.000	0.401	0.435	11.0	0.4	
1291.6	964.0	4435	667	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	75%	0.0	4.0	4.2	168.2	7.0	0.000	0.571	0.599	12.0	0.4	
1295.6	968.1	4450	668	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	75%	0.0	4.0	4.1	192.0	8.0	0.000	0.500	0.513	15.0	0.4	
1299.3	971.9	4467	668	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	75%	0.0	3.7	3.8	195.5	8.1	0.000	0.454	0.466	17.0	0.0	
1301.5	974.3	4476	668	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	75%	0.0	2.2	2.4	116.5	4.9	0.000	0.453	0.494	9.0	0.3	
1305.1	978.0	4488	711	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	50%	0.0	3.6	3.7	191.0	8.0	0.000	0.452	0.465	12.0	43.4	

Pump Station 74
Howell Township
February 2026

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	
12/30/2025	10:10 AM	bc	244.4	258.7	672.0	2450	NO	NO	YES	YES	NO	NO	NO	NO	YES	NO	NO	50%										
1/5/2026	9:40 AM	JM	245.5	259.9	677.0	2451	NO	NO	YES	YES	NO	NO	NO	NO	YES	NO	NO	50%										
1/12/2026	9:45 AM	wd	247.0	261.4	683.0	2451	NO	NO	YES	YES	NO	NO	NO	NO	YES	NO	NO	50%	1.1	1.2	143.5	6.0	0.184	0.201	5.0	0.7		
1/20/2026	9:45 AM	JM	248.5	262.9	690.0	2452	NO	NO	YES	YES	NO	NO	NO	NO	YES	NO	NO	50%	1.5	1.5	168.1	7.0	0.214	0.214	6.0	0.6		
1/28/2026	1:00 PM	JM	250.0	264.4	698.0	2453	NO	NO	YES	YES	NO	NO	NO	NO	YES	NO	NO	50%	1.5	1.5	192.0	8.0	0.188	0.188	7.0	0.7		
2/2/2026	10:00 AM	wd	250.8	265.3	703.0	2453	NO	NO	YES	YES	NO	NO	NO	NO	YES	NO	NO	50%	1.5	1.5	195.2	8.1	0.184	0.184	8.0	1.3		
2/9/2026	2:30 PM	wd	252.1	266.7	709.0	2454	NO	NO	YES	YES	NO	NO	NO	NO	YES	NO	NO	50%	0.8	0.9	117.0	4.9	0.164	0.185	5.0	0.0		
																			50%	1.3	1.4	172.5	7.2	0.181	0.195	6.0	0.9	

Pump Station 75
Howell Township
February 2026

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	
12/30/2025	9:40 AM	bc	1278.4	3042.6	3634	933	4393	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO											
1/5/2026	9:20 AM	JM	1283.3	3047.3	3645	933	4396	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	4.9	4.7	143.7	6.0	0.819	0.785	11.0	0.4	3.0		
1/12/2026	9:20 AM	wd	1289.1	3052.9	3656	933	4399	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	5.8	5.6	168.0	7.0	0.829	0.800	11.0	0.5	3.0		
1/20/2026	9:20 AM	JM	1295.3	3058.8	3670	934	4402	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	6.2	5.9	192.0	8.0	0.775	0.738	14.0	0.3	3.0		
1/28/2026	9:20 AM	JM	1301.7	3064.9	3685	935	4407	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	6.4	6.1	192.0	8.0	0.800	0.762	15.0	0.8	5.0		
2/2/2026	10:00 AM	wd	1305.6	3068.7	3695	935	4407	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	3.9	3.8	120.7	5.0	0.776	0.756	10.0	0.0	0.0		
2/9/2026	1:45 PM	wd	1311.2	3074.2	3707	935	4409	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	5.6	5.5	171.8	7.2	0.783	0.769	12.0	0.4	2.0		

Pump Station 76
Howell Township
February 2026

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
12/30/2025	9:30 AM	bc	3724.8	3080.5	25758	628	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	FULL									
1/5/2026	9:10 AM	JM	3729.6	3085.3	26076	628	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	FULL	4.8	4.8	-8616.3	-359.0	-0.013	-0.013	318.0	0.4	
1/12/2026	9:10 AM	wd	3734.9	3090.2	26369	628	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	FULL	5.3	4.9	168.0	7.0	0.757	0.700	293.0	0.3	
1/20/2026	9:05 AM	JM	3741.0	3096.1	26812	629	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	FULL	6.1	5.9	8951.9	373.0	0.016	0.016	443.0	0.4	
1/28/2026	9:10 AM	JM	3747.1	3101.8	27285	629	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	FULL	6.1	5.7	192.1	8.0	0.762	0.712	473.0	0.3	
2/2/2026	10:00 AM	wd	3751.0	3105.5	27576	629	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	FULL	3.9	3.7	120.8	5.0	0.775	0.735	291.0	0.3	
2/9/2026	1:25 PM	wd	3756.4	3110.5	27987	630	NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	75%	5.4	5.0	171.4	7.1	0.756	0.700	411.0	0.4	

Pump Station 77
Howell Township
February 2026

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	
12/30/2025	9:15 AM	bc	426.9	566.1	24536	NO	NO	YES	YES	NO	NO	NO	YES	NO									
1/5/2026	9:00 AM	JM	427.2	566.3	24620	NO	NO	YES	YES	NO	NO	NO	YES	NO	0.3	0.2	143.8	6.0	0.050	0.033	84.0		
1/12/2026	9:00 AM	wd	427.6	566.7	24692	NO	NO	YES	YES	NO	NO	NO	YES	NO	0.4	0.4	168.0	7.0	0.057	0.057	72.0		
1/20/2026	9:00 AM	JM	428.1	567.2	24796	NO	NO	YES	YES	NO	NO	NO	YES	NO	0.5	0.5	192.0	8.0	0.063	0.063	104.0		
1/28/2026	9:00 AM	JM	428.5	567.6	24912	NO	NO	YES	YES	NO	NO	NO	YES	NO	0.4	0.4	192.0	8.0	0.050	0.050	116.0		
2/2/2026	12:00 AM	wd	428.8	567.8	24981	NO	NO	YES	YES	NO	NO	NO	YES	NO	0.3	0.2	351.0	14.6	0.021	0.014	69.0		
2/9/2026	1:00 PM	wd	429.2	568.2	25079	NO	NO	YES	YES	NO	NO	NO	YES	NO	0.4	0.4	-59.0	-2.5	-0.163	-0.163	98.0		

Pump Station 78
Howell Township
February 2026

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	
12/30/2025	11:15 AM	bc	2537.7	2676.4	44081	NO	NO	YES	YES	NO	NO	NO	YES	NO									
1/5/2026	10:30 AM	JM	2546.2	2684.9	44376	NO	NO	YES	YES	NO	NO	NO	YES	NO	8.5	8.5	143.3	6.0	1.424	1.424	295.0		
1/12/2026	10:45 AM	wd	2556.5	2695.8	44740	NO	NO	YES	YES	NO	NO	NO	YES	NO	10.3	10.9	168.2	7.0	1.469	1.555	364.0		
1/20/2026	10:50 AM	JM	2568.4	2708.0	45168	NO	NO	YES	YES	NO	NO	NO	YES	NO	11.9	12.2	192.1	8.0	1.487	1.524	428.0		
1/29/2026	10:35 AM	JM	2581.0	2721.2	45635	NO	NO	YES	YES	NO	NO	NO	YES	NO	12.6	13.2	215.7	9.0	1.402	1.468	467.0		
2/2/2026	12:00 AM	wd	2586.7	2727.0	45843	NO	NO	YES	YES	NO	NO	NO	YES	NO	5.7	5.8	325.4	13.6	0.420	0.428	208.0		
2/10/2026	10:35 AM	wd	2597.4	2738.0	46227	NO	NO	YES	YES	NO	NO	NO	YES	NO	10.7	11.0	-37.4	-1.6	-6.863	-7.056	384.0		

Pump Station 79
Howell Township
February 2026

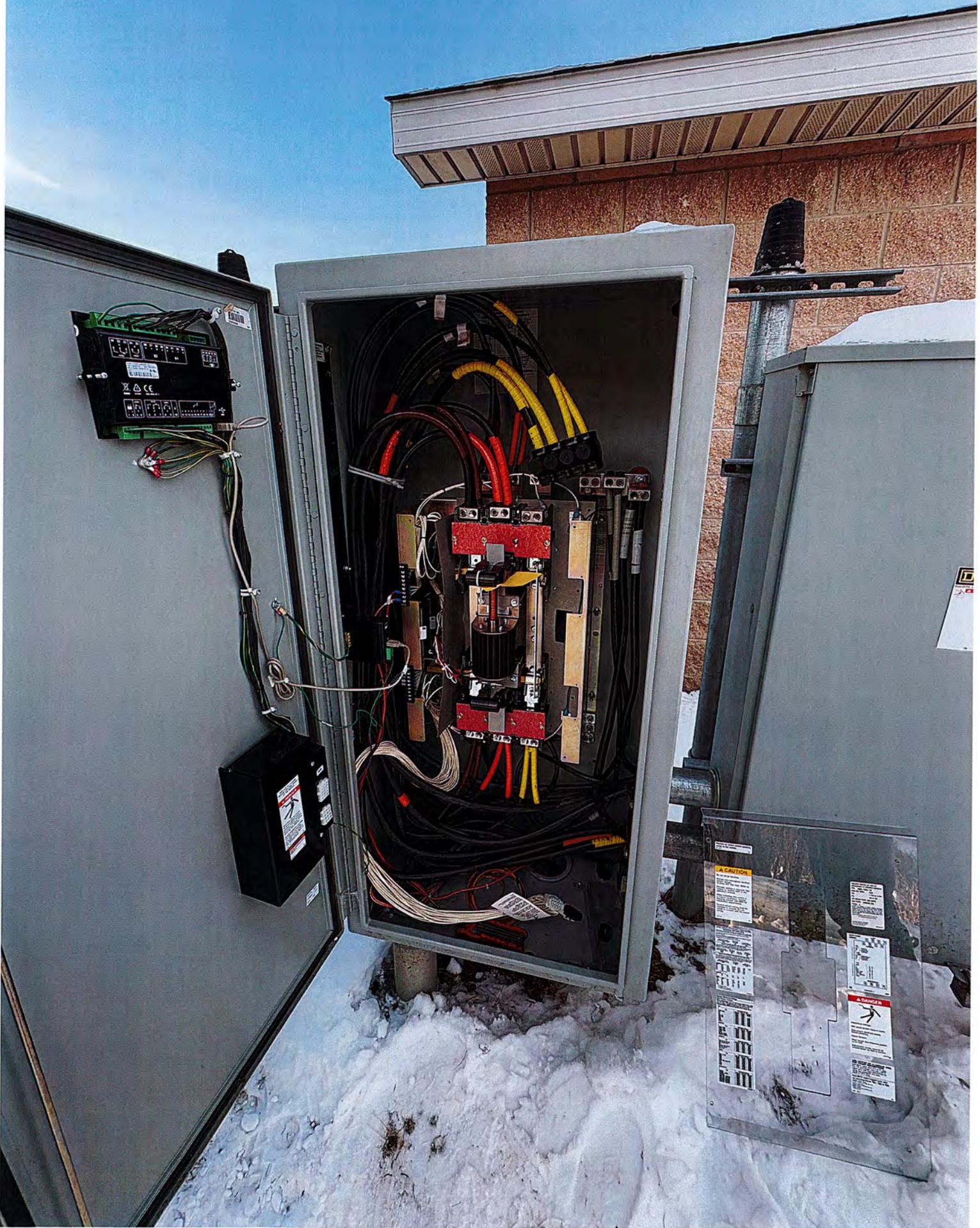
Date	Time	Initials	Pump 1	Pump 2	KWH	Generator Hours	Fuel/Gas Read	Operated Pump 1 in Hand?	Operated Pump 2 in Hand?	Quiet?	Cleaned Floats?	Tested High Level Alarm Float?	Wet Well Needs Cleaning?	Grass Needs Mowing?	Heater On?	Ran Generator?	Blow By?	Hours #1	Hours #2	HOURS SINCE LAST CHECK IN	# OF DAYS	AVG RUNTIME / DAY PUMP 1	AVG RUNTIME / DAY PUMP 2	KWH Net	Generator Net	Fuel/Gas Net	Comments
12/30/2025	9:50 AM	bc	521.8	518.5	5720	29		NO	NO	YES	YES	NO	NO	NO	YES	NO	NO										
1/5/2026	9:25 AM	JM	536.1	532.3	5888	29		NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	14.3	13.8	143.6	6.0	2.390	2.307	168.0	0.3	0.0	
1/12/2026	9:30 AM	wd	553.0	549.1	6034	30		NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	16.9	16.8	168.1	7.0	2.413	2.399	146.0	0.4	0.0	
1/20/2026	9:30 AM	JM	571.1	568.7	6259	30		NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	18.1	19.6	192.0	8.0	2.263	2.450	225.0	0.3	0.0	
1/28/2026	9:50 AM	JM	592.1	589.8	6483	30		NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	21.0	21.1	192.3	8.0	2.620	2.633	224.0	0.4	0.0	
2/2/2026	10:00 AM	wd	603.8	601.6	6582	31		NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	11.7	11.8	120.2	5.0	2.337	2.357	99.0	0.3	0.0	
2/9/2026	2:10 PM	wd	620.7	620.1	6714	31		NO	NO	YES	YES	NO	NO	NO	YES	NO	NO	16.9	18.5	172.2	7.2	2.356	2.579	132.0	0.4	0.0	











Monthly Missdig Log

January-26											
Date	Missdig Tickets					Marked					
	Received	Positive Response	Marked	Cleared		Out of System	MHOG	OPW	LE	G/O	OPS
Thursday, January 01, 2026	0	0	0	0	0	0	0	0	0	0	0
Friday, January 02, 2026	1	0	0	0	0	0	0	0	0	0	0
Saturday, January 03, 2026	0	0	0	0	0	0	0	0	0	0	0
Sunday, January 04, 2026	0	0	0	0	0	0	0	0	0	0	0
Monday, January 05, 2026	8	11	7	4	0	4	0	0	3	0	0
Tuesday, January 06, 2026	17	13	5	8	0	3	0	0	0	0	2
Wednesday, January 07, 2026	8	13	10	3	0	4	2	0	1	2	1
Thursday, January 08, 2026	5	5	3	2	0	1	0	0	0	1	1
Friday, January 09, 2026	5	7	3	4	0	3	0	0	0	0	0
Saturday, January 10, 2026	2	2	1	1	0	1	0	0	0	0	0
Sunday, January 11, 2026	0	0	0	0	0	0	0	0	0	0	0
Monday, January 12, 2026	21	4	1	3	0	0	0	0	1	0	0
Tuesday, January 13, 2026	31	29	15	14	0	9	0	0	5	0	1
Wednesday, January 14, 2026	3	16	14	2	0	7	0	0	6	1	0
Thursday, January 15, 2026	10	3	0	3	0	0	0	0	0	0	0
Friday, January 16, 2026	5	0	0	0	0	0	0	0	0	0	0
Saturday, January 17, 2026	0	0	0	0	0	0	0	0	0	0	0
Sunday, January 18, 2026	2	0	0	0	0	0	0	0	0	0	0
Monday, January 19, 2026	3	0	0	0	0	0	0	0	0	0	0
Tuesday, January 20, 2026	9	20	6	14	0	4	0	0	1	0	1
Wednesday, January 21, 2026	8	3	2	1	0	0	1	0	1	0	0
Thursday, January 22, 2026	17	24	4	20	0	3	0	0	1	0	0
Friday, January 23, 2026	6	5	0	5	0	0	0	0	0	0	0
Saturday, January 24, 2026	0	0	0	0	0	0	0	0	0	0	0
Sunday, January 25, 2026	0	0	0	0	0	0	0	0	0	0	0
Monday, January 26, 2026	2	2	2	0	0	1	0	0	1	0	0
Tuesday, January 27, 2026	8	5	0	5	0	0	0	0	0	0	0
Wednesday, January 28, 2026	10	12	10	2	0	5	0	0	2	0	3
Thursday, January 29, 2026	5	3	1	2	0	1	0	0	0	0	0
Friday, January 30, 2026	32	7	0	7	0	0	0	0	0	0	0
Saturday, January 31, 2026	0	0	0	0	0	0	0	0	0	0	0
Total	218	184	84	100	0	46	3	0	22	4	9
	Received	Positive Response	Marked	Cleared	Out of System	MHOG	OPW	LE	G/O	OPS	HTS
	7	6	3	3	0	Total				84	
	Average Per Day					% Marked to Received		39%			

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
 New 2026 Improvement Plan Summary
 Updated 02/16/26

Active CIP and Significant Repairs In Progress						
No.	Project Description	Contractor	Priority	Initial Estimate	Actual Cost/Quote	Update
1	Aeration DO Probe Installation	MHOG/UIS	High	\$5,000		Using Old from Lake Edgewood to Save Costs
2	Post Aeration By-pass	D'Angelo	Medium	\$15,000		Requires 12-inch and 8-inch Gate Valves
3	South Clarifier Inspection and Repairs	FHC	High	\$20,000	\$14,640	Asked FHC for Status and Schedule
4	Exterior HVAC Unit on Headworks	TBD	High	\$5,000		Investigate this year again
5	Sand Filter Lift Tubes	MHOG	High	\$2,000		May need a welding sub
6	Day Tank / Ferric Tank Liner & Ferric Room Improvement	Hamlett	High	\$10,000	TBD	Met on site to spec a day tank, looking into liner
6	Lagoon Tree Removal	Cooper's Turf	High	\$10,000	\$7,815	Complete
7	Cleaning Shiwassee	Pipeline Mgmt.	High	\$15,908	\$15,908	Complete
Total				\$82,908	\$22,455	

**HOWELL TOWNSHIP SANITARY
PROJECT SYSTEM EXPANSION SUMMARY
February 2026**

PROJECT	Activity Past Month	LOCATION	PROJECT DESCRIPTION	STATUS
Planning / Review				
AGAPE Church	No	Grand River and M-59	First Set of Plans Reviewed	Submitted plan review on water
Wranglers	No	Grand River and Burkhart	Drive Thru Restaurant - Connecting to existing sewer lead	Demolition complete, saw plans for storm sewer reroute, it did not impact sewer or water
Redwood	Yes	West Grand River	204 Apartment Units	Have not paid for review yet
Quality Care of Howell Housing	No	Burkhart Road	Condo/Apartment Buildings Adjacent to Senior Living	Have not seen revised plans after initial review
Construction				
Heritage Square	Yes	Burkhart & Mason Road	176 Single Family Homes	Spicer did a walk through on February 13, 2026
3110 Oak Grove Road	No	Oak Grove Road, S. Oak Grove Meadows	New Modular Home connecting to sewer and water	Long term solution required
Soapy Bucket	No	Oak Grove and M-59	Car Wash with Pump Station	Need a precon. Answered questions on forcemain installation
Residential	Yes	Castlewood	Sewer and Water Connections	On schedule to install on February 18, 2026
Airport Equipment Building	Yes	Liv. Co. Airport off Tooley Road	New Hanger Building for Airport Snow Removal Equipment	All connected to water, sewer is private.
Close Out				
Union at Oak Grove	No	Oak Grove Road	Apartment Complex	Closeout?

Tetra Tech
Project Summary Tracking

Project/Task	System	Description	Status	Due Date	Fund
Marion Transmission Main	MHOG	20 Inch from Sanitorium and County Farm to Peavy Road and 24-inch from Plant to Sanitorium Tanks	20-inch Main Complete, Pressure Tested, Chlorination Occurring	Pending C.O.	MHOG Construction
Sanitorium Booster Station Pump Switch	MHOG	Once the new cross country transmission main is in service, MHOG needs to switch low and high head pumps at the Sanitorium Booster Station.	Tetra Tech process and Hydraulic staff to meet with MHOG staff on site to discuss pump switch timing and options.	6/1/2026	MHOG Construction
Latson Road Water Main	MHOG	New 16-inch WM on Latson Road between Vicksburg Way and Rainier Drive in Oceola Township.	Working on obtaining title work so that preliminary design drawings can be finalized.	Construction Prior to May 2027	Oceola New User
MHOG RRA and ERP Update	MHOG	Update of previously completed Risk and Resilience Assessment.	Not Started	6/1/2026	MHOG O&M
Eager and Golf Club Round About	MHOG	LCRC and Tetra Tech transportation group is working on a new roundabout at the Eager Road and Golf Club Road intersection. Existing valves and hydrants at the intersection will need to be relocated so they are not in the road.	Project is on hold until LCRC gets the ROW figured out. Currently there is no date of when this work will be completed.	TBD	General Srvs.
MHOG Design Standards Update	MHOG/GO	Update design standards that were last updated in 2019, including updates to approved materials.	Not Started	10/1/2026	MHOG & GO O&M
MHOG Administration Building - New Building Study	GO/MHOG	Preliminary design and concept study evaluating a new MHOG building at the GO plant property or at the Herbst Farm site.	Need to kick off	TBD	Oceola / Genoa Sewer New User
GO NPDES Permit Application	GO	NPDES Permit Application	In Progress	4/4/2026	General Srvs.
GO Mercury Minimization Plan	GO	Annual Mercury Minimization Report for EGLE.	Jim compiled updated sampling data and report started 2/11/26	3/31/2026	General Srvs.
Howell NPDES Permit Application	Howell Township	NPDES Permit Application	Not Started. Reviewing Requirements	4/4/2026	General Srvs.
Howell Township Mercury Minimization Plan	Howell Township	Annual Mercury Minimization Report for EGLE.	Jim compiled updated sampling data and report started 2/11/26	3/31/2026	General Srvs.
Oak Pointe PH Adjustment	Oak Pointe Water	Reviewing options to increase PH to 7.5 at Oak Pointe WTP to get a higher factor of safety (EGLE requires above 7.2). Considering the use of sodium hydroxide as a PH adjustment.	Tetra Tech process staff are reviewing the calculations and are working on a recommendation	TBD	Oak Pointe O&M

GENOA TOWNSHIP - DPW FUND #233
 BUDGET FOR YEAR ENDING 3/31/26 COMPARED TO
 ACTUAL REVENUES AND EXPENSES FOR 9-MOS ENDING 12/31/25
 AND PROPOSED AMENDED BUDGET FOR FY2026

ACCOUNT#	ACCOUNT DESCRIPTION	APPROVED 2/17/25		BUDGET REMAINING	% OF EXPENSES REMAINING	AMENDED BUDGET FOR YEAR ENDING 3/31/26	NOTES
		BUDGET FOR YEAR ENDING 3/31/26	ACTUAL FOR 9 MONTHS ENDING 12/31/25				
REVENUES							
233-000-400-000	FEES - EXCLUDING OPER LABOR						
233-000-626-005	MARION SEWER (BILLING ONLY)	28,000	22,208	(5,792)		29,500	
233-000-626-008	LAKE EDGEWOOD WATER (BILLING ONLY)	4,105	3,069	(1,036)		4,092	
	SUBTOTAL - FEES EXCLUDING OPER LABO	32,105	25,277	(6,828)		33,592	
233-000-626-010	FEES - INCLUDING OPER LABOR						
233-000-626-012	OAK POINTE WATER	278,941	209,206	(69,735)		278,941	
233-000-626-011	OAK POINTE SEWER	347,930	260,948	(86,982)		347,930	
233-000-626-013	MHOG WATER	1,594,588	1,195,941	(398,647)		1,594,588	
233-000-626-014	LAKE EDGEWOOD SEWER	130,893	98,170	(32,723)		130,893	
233-000-626-015	GENOA/OCEOLA SEWER	1,005,754	754,315	(251,439)		1,005,754	
233-000-626-007	HOWELL TOWNSHIP	371,051	278,288	(92,763)		371,051	
	SUBTOTAL - FEES INCLUDING OPER LABO	3,729,157	2,796,868	(932,289)		3,729,157	
233-000-626-016	VACTOR TRUCK						
233-000-626-017	OAK POINTE WATER	9,350	-	(9,350)		4,000	
233-000-626-018	OAK POINTE SEWER	11,100	13,973	2,873		21,658	
233-000-626-019	MHOG WATER	51,450	5,939	(45,511)		20,000	
233-000-626-020	LAKE EDGEWOOD SEWER	5,130	11,179	6,049		12,000	
233-000-626-021	GENOA/OCEOLA SEWER	32,550	67,422	34,872		58,000	
233-000-626-022	HOWELL TOWNSHIP	11,420	10,131	(1,289)		18,500	
	SUBTOTAL - VACTOR TRUCK REVENUE	121,000	108,644	(12,356)		134,158	
233-000-672-001	OTHER INCOME						
233-000-672-001	MISCELLANEOUS	9,000	7,230	(1,770)		7,335	
233-000-628-003	CONSTRUCTION FEES	28,702	7,335	(21,367)		10,000	
233-000-665-001	INTEREST INCOME	12,000	11,111	(889)		14,000	
	SUBTOTAL - OTHER INCOME	49,702	25,676	(24,026)		31,335	
	TOTAL REVENUE	3,931,964	2,956,465	(975,499)		3,928,242	
EXPENDITURES							
233-600-801-071	ACCOUNTING						
233-600-801-072	AUDIT SERVICES	4,500	4,000	500	11.11%	4,000	Audit is complete for this year
233-600-801-073	ACCOUNTING SERVICES	8,500	6,000	2,500	29.41%	8,500	Hold to original budget amount
	TOTAL ACCOUNTING EXPENSES	13,000	10,000	3,000	23.08%	12,500	
233-601-860-001	AUTO/TRUCK EXPENSES						
233-601-862-001	FUEL	72,174	45,062	27,112	37.56%	60,082	Lower Fuel Cost per gallon this year.
233-601-991-009	LOAN PAYBACK	100,000	75,000	25,000	25.00%	100,000	Hold to original budget amount
233-601-932-001	ROUTINE MAINTENANCE	34,250	33,710	540	1.58%	40,000	Little Older Vehicles, Large Repairs on Crane Truck
233-601-936-001	DEDUCTIBLE/BODY DAMAGE REPAIR	2,000	2,486	(486)	-24.30%	2,486	Had tree fall on truck, deer hit on truck
233-601-936-002	AUTO INSURANCE	27,000	23,418	3,582	13.27%	23,418	Final Amount for this fiscal year
	TOTAL AUTO/TRUCK EXPENSES	235,424	179,676	55,748	23.68%	225,986	
233-602-803-009	ADMINISTRATIVE EXPENSES						
233-602-801-004	RECEIPTING	34,000	25,500	8,500	25.00%	34,000	Hold to original budget amounts
233-602-940-001	OFFICE RENT & SUPPLY	27,000	20,250	6,750	25.00%	27,000	Hold to original budget amounts
	HERBST BARN RENTAL	16,000	12,000	4,000	25.00%	16,000	Hold to original budget amounts
	TOTAL ADMINISTRATIVE EXPENSES	77,000	57,750	19,250	25.00%	77,000	
233-603-948-001	COMPUTER/SW EXPENSES						
233-603-948-002	COMPUTER HARDWARE EXPENSES	2,800	2,172	628	22.43%	3,172	Computers
233-603-948-005	BSA UTILITY BILLING MODULE	7,500	6,808	692	9.23%	6,808	Complete for year
233-603-948-004	WEB SITE MAINTENANCE	2,750	1,949	801	29.13%	1,949	Complete for year
233-603-948-006	OTHER HDWARE/SW (ADOBE UPGRADES, ET	1,000	5,531	(4,531)	-453.10%	5,531	Should be done with software for the year, new computers
233-603-948-007	SECURITY CAMERAS @ BARNS/INTERNET	1,200	2,056	(856)	-71.33%	2,741	Comcast Internet
233-603-950-001	AIR CARDS/JETPACKS	8,250	5,542	2,708	32.82%	7,389	For mobile data for field recording of readings
	TOTAL COMPUTER/SW EXPENSES	23,500	24,058	(558)	-2.37%	27,590	
233-604-910-001	PROFESSIONAL DEVELOPMENT						
233-604-910-002	EMPLOYEE	7,500	5,616	1,884	25.12%	6,500	Courses and classes for staff
233-604-910-003	INTERNAL TRAINING	2,500	3,826	(1,326)	-53.04%	3,826	Held all staff confined space and other trainings
	TOTAL PROFESSIONAL DEVELOPMENT	10,000	9,442	558	5.58%	10,326	
233-606-959-001	CONTINGENCY	-	-	-	0.00%	0	
233-608-709-001	EMPLOYER'S PAYROLL TAXES	162,962	119,876	43,086	26.44%	159,834	Payroll tax based on salaries
233-609-977-003	GIS & WORK ORDERS						
233-609-977-009	MAINTENANCE OF LUCITY	2,500	1,395	1,105	44.20%	1,395	No planned maintenance remainder of year
233-609-977-005	ANNUAL CENTRAL SQUARE DUES	12,728	12,728	-	0.00%	12,728	Annual license fee
233-609-977-006	ARC GIS ON-LINE LICENSES	12,000	11,240	760	6.33%	11,240	Paid for this year
233-609-977-008	NEAR MAP LICENSE	5,000	5,396	(396)	-7.92%	5,396	Paid for this year
233-609-977-007	ROUTINE GIS MAINTENANCE	25,000	19,370	5,630	22.52%	25,850	Still need apps for hydrants, manholes, and new addition
	TOTAL GIS	57,228	50,129	7,099	12.40%	56,609	
233-612-840-005	INSURANCE						
233-612-840-006	BC/BS MICHIGAN	432,728	354,045	78,683	18.18%	472,060	Employees were married and had children, added increasing plan price
233-612-840-007	EHIM	95,550	26,490	69,060	72.28%	35,320	Expected utilization based on 9-months
233-612-836-001	EHIM RESERVE				0.00%	15,000	Should be funded by what is not spent out of EHIM Utilization
233-612-836-001	WELLNESS PROGRAM	7,865	-	7,865	100.00%	3,750	Wellness program dollars paid out
233-612-844-001	LIFE/DISABILITY	19,966	21,120	(1,154)	-5.78%	28,160	Pay Raises Affected
233-612-844-002	WORKERS COMPENSATION	39,253	29,355	9,898	25.22%	39,140	On Target
233-612-936-003	PROPERTY/LIABILITY INSURANCE	48,685	37,654	11,031	22.66%	22,225	Actual cost from MMRMA for Liability
233-612-844-003	DENTAL INSURANCE	32,735	26,706	6,029	18.42%	35,608	Actual cost, added people to plan due to staff changes
	TOTAL INSURANCE	676,782	495,370	181,412	26.81%	651,263	
233-613-804-001	LEGAL FEES	-	25,104	(25,104)	0.00%	35,000	Cost for new contract, personnel manual, transfer agreement
233-615-742-001	CREDIT CARD FEES	9,000	6,130	2,870	31.89%	6,130	Complete, customer pay as of Oct 1
233-616-742-001	EMPLOYEE RECRUITING						
233-616-742-003	ADVERTISING	2,500	-	2,500	100.00%	1,200	Membership fee for hire mojo
233-616-742-004	BACKGROUND CHECK	500	-	500	100.00%	0	
233-616-742-005	PRE-EMPLOYMENT PHYSICALS/DRUG SCREE	1,000	45	955	95.50%	45	
233-616-742-006	CDL PHYSICALS AND DRUG TESTING	1,000	1,340	(340)	-34.00%	1,340	All operators have CDL Physicals Completed
	TOTAL EMPLOYEE RECRUITING	5,000	1,385	3,615	72.30%	2,585	
233-617-751-008	OFFICE EXPENSES						
233-617-934-001	FURNITURE/CAPITAL	-	-	-		0	
233-617-750-099	SUPPLIES	7,500	7,467	33	0.44%	9,956	Paper and other office supplies
233-617-851-001	POSTAGE & SHIPPING	10,000	8,134	1,866	18.66%	10,845	Postage for bills primary expense
	TOTAL OFFICE	17,500	15,601	1,899	10.85%	20,801	
233-618-965-001	OTHER EXPENSES	-	-	-	0.00%	0	
233-630-702-001	SALARIES						
233-627-715-001	RETIREMENT	215,649	159,253	56,396	26.15%	212,500	Approximately 10% of gross wages
233-630-702-002	STRAIGHT TIME	1,923,320	1,355,669	567,651	29.51%	1,850,000	Straight time salaries for all 27 staff + seasonal employees
233-630-702-007	OVERTIME	165,064	113,116	51,948	31.47%	150,821	Overtime for call outs, on call and emergencies
233-630-702-011	CONTRACT ENGINEER	68,000	49,903	18,097	26.61%	66,575	Engineer two days a week
	COMPENSATION CALCULATION	10,000	-	10,000	100.00%	5,000	Salary survey
	TOTAL SALARIES	2,382,033	1,677,941	704,092	29.56%	2,284,896	
233-640-753-001	SUPPLIES & TOOLS	7,500	5,556	1,944	25.92%	7,500	Hold budget number
233-651-853-001	TELEPHONE						
233-651-853-003	ANSWERING SERVICE	3,500	2,762	738	21.09%	3,700	Based on number of calls to answering service
233-651-853-004	CELL PHONE ALLOWANCE	26,010	19,164	6,846	26.32%	25,600	Annual phone allowances for all staff to be on call
233-651-853-005	CELL PHONES	500	445	55	11.00%	445	This is for the extra we have in case someone loses phone
233-651-853-007	CUSTOMER LINE	1,200	603	597	49.75%	603	1 800 number for customers to call
	TOTAL TELEPHONE	31,210	22,974	8,236	26.39%	30,348	
233-699-995-861	TRANSFERS TO EQUIPMENT RESERVES	80,000	60,000	20,000	25.00%	80,000	For future truck purchases
233-699-995-862	TRANSFERS TO PERSONNEL RESERVES	1,000	750	250	25.00%	1,000	For employee issues
233-705-767-001	UNIFORMS & PROTECTIVE CLOTHING	-	-	-	0.00%	0	

GENOA TOWNSHIP - DPW FUND #233
 BUDGET FOR YEAR ENDING 3/31/26 COMPARED TO
 ACTUAL REVENUES AND EXPENSES FOR 9-MOS ENDING 12/31/25
 AND PROPOSED AMENDED BUDGET FOR FY2026

		APPROVED 2/17/25								
ACCOUNT#	ACCOUNT DESCRIPTION	BUDGET FOR YEAR ENDING 3/31/26	ACTUAL FOR 9 MONTHS ENDING 12/31/25	BUDGET REMAINING	% OF EXPENSES REMAINING	AMENDED BUDGET FOR YEAR ENDING 3/31/26	NOTES			
233-705-767-002	UNIFORMS/Pants/Boots/Safety Clothing	21,825	13,290	8,535	39.11%	18,000	Safety, uniform, boots, weather gear for staff			
	TOTAL UNIFORMS & PROTECTIVE CLOTH	21,825	13,290	8,535	39.11%	18,000				
233-706-767-006	VACTOR TRUCK									
233-706-932-050	VT - FUEL	3,500	1,792	1,708	48.80%	2,300	Additional fuel purchase			
233-706-932-051	VT - EQUIPMENT/TOOLS	2,500	1,794	706	28.24%	1,800	Should not need anything more prior to April			
233-706-932-052	VT - ANNUAL TRANS TO RESERVES	100,000	75,000	25,000	25.00%	100,000	Transfer to equipment reserves			
233-706-934-040	VT - REPAIRS	15,000	30,058	(15,058)	-100.39%	30,058	Had significant repairs on 10 year old truck, purchasing new truck			
	TOTAL VACTOR TRUCK	121,000	108,644	12,356	10.21%	134,158				
	TOTAL EXPENDITURES	3,931,964	2,883,676	1,048,288	26.66%	3,841,526	Amended Budget Expenditures \$90,438 less than original budget or 2.3%			
	CHANGE IN FUND BALANCE	-	72,789	72,789		86,716				
	BEGINNING FUND BALANCE	287,101	287,101	-		75,000.00				
	LOAN REPAYMENT - ADDITIONAL	(125,000)	-	125,000		0.00				
	REFUNDS TO W/S DISTRICTS	(87,101)	(87,101)	-		-86,716.00				
	ENDING FUND BALANCE	75,000	272,789	197,789		75,000.00				
		3/31/2026	12/31/2025	12/31/2025		3/31/2026				

10K

HOWELL recreation

Howell Area Parks & Recreation Authority
Oceola Community Center

Organizational Board Meeting Minutes

January 20, 2026

Call to Order

Chair Sean Dunleavy called the meeting to order at 6:00pm.

Pledge of Allegiance

Attendance

Board Members Present: Chair Sean Dunleavy, Vice Chair Nikolas Hertrich, Treasurer Tammy Beal, Trustee Sue Daus

Board Members Absent: Secretary Candie Hovarter

HAPRA Staff: Director Tim Church, Jen Savage, Kyle Tokan,

Discussion/Approval – Officer Positions for 2026

Brief discussion was had concerning officer positions.

A motion was made by Treasurer Tammy Beal and supported by Chair Sean Dunleavy to appoint

Nikolas Hertrich to Chair
Sean Dunleavy to Vice Chair
Tammy Beal to Treasurer
Candi Hovarter to Secretary
Sue Daus to Trustee

Motion carried 4 – 0.

2026 Officer Positions:

HAPRA
Organizational Meeting
January 20, 2026

Chair – Nikolas Hertrich
Vice Chair – Sean Dunleavy
Secretary – Candie Hovarter
Treasurer – Tammy Beal
Trustee – Sue Daus

Adjournment

Motion by Treasurer Tammy Beal to adjourn at 6:03 pm, supported by Trustee Sue Daus. **Motion carried 4 - 0**

Approved

Date

Respectfully Submitted by: Nikolas Hertrich, Chair

DRAFT

HOWELL recreation

Howell Area Parks & Recreation Authority
Oceola Community Center

Regular Board Meeting Minutes

January 20, 2026

Call to Order

Vice Chair Sean Dunleavy called the meeting to order at 6:04 pm.

Attendance

Board Members Present: Chair Nikolas Hertrich, Vice Chair Sean Dunleavy, Treasurer Tammy Beal, Trustee Sue Daus

Board Members Absent: Secretary Candie Hovarter

HAPRA Staff: Director Tim Church, Deputy Director Jen Baca, Jen Savage, Kyle Tokan,

Public: Michael Gaitan-Flores, Tom Econom, Joanie Econom, Terry Philibeck

Call to the Public

None

Approval of Consent Agenda

Treasurer Tammy Beal made a motion to approve the consent agenda, supported by Trustee Sue Daus.

Motion carried 4 – 0.

Approval of Regular Agenda

A motion to approve the regular agenda was made by Chair Nikolas Hertrich and supported by Treasurer Tammy Beal. **Motion carried 4 – 0.**

Discussion/Approval – ICMA 401 & ICMA 457(b) Plan Contributions for 2026

Director Church reminded the HAPRA Board that historically a ICMA 401k and ICMA 457(b) plan is offered to staff. HAPRA contributes 10% of a full-time employee's base salary while the 457 is optional and funded by

employee contributions. A motion to approve the 10% contribution level for the 401k program and continue to offer the employee contribution 457(b) program was made by Treasurer Tammy Beal and supported by Vice Chair Sean Dunleavy. **Motion carried 4 – 0.**

Discussion/Approval – 2026 In-Lieu of Insurance Payment

Since 2015, for those employees who do not participate in the health care program, in-lieu of insurance payments in the amount of \$250.00 per completed quarter are made. \$1,000.00 per year is paid to each of the six (6) participating staff members. A motion to approve the 2026 in-lieu of insurance payments in the amount of \$250.00 per completed quarter was made by Treasurer Tammy Beal and supported by Vice Chair Sean Dunleavy. **Motion carried 4 – 0.**

Discussion/Approval – 2026 BCBC Renewal

Director Church provided a brief overview of the 2026 Blue Cross Blue Shield Health Care Plan Renewal. There are no changes from the plan offered in 2025 however premiums will increase by ~11%. Director Church will look into joining with GEO and MHOG to potentially secure better rates for 2027. A motion to approve the 2026 BCBS was made by Chair Nikolas Hertrich and supported by Treasurer Tammy Beal. **Motion carried 4 – 0.**

Discussion/Approval – 2025 Audit Agreement

A motion to approve the Smith & Klaczkiwicz, PC. engagement letter for the audit of the financial statements of the Howell Area Park and Recreation Authority for the year ending December 31, 2025, was made by Treasurer Tammy Beal and supported by Vice Chair Sean Dunleavy. **Motion carried 4 – 0.**

Discussion/Approval – Update Purchasing Policy Language

Changes to the Howell Recreation Purchasing Policy and RFP process were proposed to allow any employee who does not have delegated purchasing authority to make a purchase when explicitly directed by their direct report or a member of upper management. Director Church confirmed to the Board that checks and balances are in place that ensure that this change will not be abused. A motion was made by Chair Nikolas Hertrich and supported by Treasurer Tammy Beal to approve the proposed change to the Purchasing Policy. **Motion carried 4 – 0.**

Presentation - Strategic Plan Update

Director Church provided a presentation on the current status of the Strategic Plan. The agreement with Sally is halfway through. At this stage focus is on the patron experience and what each team can do to improve it. Proposed changes are looking to be implemented this month. Additional work is being done on SOPs and onboarding of staff. Both are important as staff are HAPRA ambassadors and engagements with the public need to be positive. Director Church plans on attending City and Township Board meetings to provide an update on the Strategic Plan and what to look for in 2026.

Events and Programs Report

- I. Upcoming Event & Programs:
 - a. Yeti Recap: Event began at the Cleary University and ended at Cleary's Pub. Locations for this year's event were changed as some of the teams have taken part in the past. 18 teams participated.
 - b. Sweetheart Dances: The Daddy Daughter and Mother Son dances are sold out. Tickets are still available for the Family Dance.
- II. Sponsorship & Marketing Updates:
 - a. No updates on sponsorships
- III. Seasonal Program Guide Distribution:
 - a. January – April: The January through April season program guide is out. This is the largest quarter of offerings however the focus is on quality not quantity.

Preventative Maintenance Report:

Kyle Tokan provided an update on various maintenance projects. Topics included concerns with the Bennett Center roof, DTE downing trees, the City's new trash collection service provider, and tweaks made to the Oceola Center HVAC Center. Changes to the HVAC have resulted in a noticeable decrease in electrical usage.

Directors Report

- i. New Professional of the Year: Jordan Hilbrecht is being recognized as this year's mParks New Professional of the Year. This award recognizes individuals with under 3 years of experience for their hard work in the recreation field. She will receive her awards at the annual dinner on March 5th.
- ii. Sports Supervisor Madison Altmann has been hired to assist Recreation Manager Nikki Wattles. This spring looking to have boys and girls flag football teams and this fall planning on having a travel soccer program.
- iii. Schedule Director's Review: Vice Chair Sean Dunleavy will send out the evaluation form for board members to complete prior to the February board meeting. The Director's evaluation will be held on February 17, 2026.

2nd Call to the Public

None

Board Member Reports

Chair Nikolas Hertrich shared with the Board agenda items from the January 12, 2026, Howell City Council Meeting which included the swearing in of Office Grace Corthals and an update on the Fire and Ice Project.

Treasurer Tammy Beal shared that the township is working on a road ordinance and recommendations to move the Buck Pole from Sunday, November 15th, to Monday, the 16th, and include a doe pole to increase participation.

Howell Township Trustee Sue Daus informed the board that the township is looking to construct a new election center which will be combined with the township hall. There have been additional retirements from the township board, and these vacancies will be filled as soon as possible.

Vice Chair Sean Dunleavy divulged that this coming year there are plans to install a roundabout at Golf Club and Eager with construction of another roundabout at M-59 and Latson beginning in 2027. The roundabout at M-59 and Latson will be broken up into two phases, a north phase and a south phase.

Old Business

None

New Business

None

Next Meeting

Regularly Scheduled HAPRA Meeting - Tuesday, February 17th, 2026, at 6:00pm at Oceola Community Center.

Adjournment:

A motion to adjourn the meeting was made by Treasurer Tammy Beal and supported by Trustee Sue Daus at 7:11 pm. **Motion carried 4-0**

Approved

Date

Respectfully Submitted by: Nikolas Hertrich, Chair

11A

Howell Township
Invoice and Check Registers
As of 2/28/2026

INVOICE REGISTER FOR HOWELL TOWNSHIP

Inv Ref #	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
00025447	FIRST NATIONAL BANK	02/06/2026	02/06/2026	5,282.79	0.00	Paid	Y
00025448	HOWELL TOWNSHIP	02/06/2026	02/06/2026	130.77	0.00	Paid	Y
00025449	AMERICAN FUNDS	02/06/2026	02/06/2026	3,269.36	0.00	Paid	Y
00025450	EMPOWER	02/06/2026	02/06/2026	1,473.38	0.00	Paid	Y
00025454	HOWELL PUBLIC SCHOOLS	02/02/2026	02/11/2026	1,393.03	0.00	Paid	Y
00025456	HOWELL PARKS AND RECREATION	02/02/2026	02/11/2026	19,991.75	0.00	Paid	Y
00025457	HOWELL AREA FIRE AUTHORITY	02/02/2026	02/11/2026	81,773.15	0.00	Paid	Y
00025458	FOWLERVILLE DIST LIBRARY	02/02/2026	02/11/2026	1,681.69	0.00	Paid	Y
00025459	FOWLERVILLE SCHOOLS	02/02/2026	02/11/2026	12,180.22	0.00	Paid	Y
00025460	HOWELL CARNEGIE LIBRARY	02/02/2026	02/11/2026	40,925.80	0.00	Paid	Y
00025461	HOWELL PUBLIC SCHOOLS	02/02/2026	02/11/2026	110,135.89	0.00	Paid	Y
00025462	LIVINGSTON COUNTY TREASURER	02/02/2026	02/11/2026	32,698.21	0.00	Paid	Y
00025442	MUTUAL OF OMAHA INSURANCE COMPANY	01/20/2026	02/01/2026	209.88	0.00	Paid	Y
00025443	BENEFIT PLAN SERVICES	01/14/2026	02/01/2026	1,209.00	0.00	Paid	Y
00025444	MICRO WORKS COMPUTING, INC	01/22/2026	02/11/2026	2,111.00	0.00	Paid	Y
00025445	PERFECT MAINTENANCE	01/30/2026	02/11/2026	195.00	0.00	Paid	Y
00025470	SPRUNGTOWN OUTDOOR SERVICES	02/03/2026	02/11/2026	5,785.00	0.00	Paid	Y
00025471	MANN TECHNOLOGIES LLC	02/03/2026	02/11/2026	1,496.00	0.00	Paid	Y
00025474	COMCAST	01/22/2026	02/12/2026	437.95	0.00	Paid	Y
00025475	CONSUMERS ENERGY	01/22/2026	02/12/2026	1,088.37	0.00	Paid	Y
00025477	GANNETT MICHIGAN LOCALIQ	01/31/2026	02/20/2026	247.67	0.00	Paid	Y
00025481	FAHEY SCHULTZ BURZYCH RHODES PLC	02/02/2026	02/20/2026	4,967.00	0.00	Paid	Y
00025482	FAHEY SCHULTZ BURZYCH RHODES PLC	02/02/2026	02/20/2026	1,312.00	0.00	Paid	Y
00025483	FAHEY SCHULTZ BURZYCH RHODES PLC	02/02/2026	02/20/2026	3,613.50	0.00	Paid	Y
00025484	ABSOPURE	02/02/2026	02/20/2026	12.00	0.00	Paid	Y
00025485	ABSOPURE	02/02/2026	02/20/2026	12.90	0.00	Paid	Y
00025486	DTE ENERGY	02/02/2026	02/20/2026	835.94	0.00	Paid	Y
00025437	BRIGHTON ANALYTICAL	01/16/2026	02/15/2026	30.00	0.00	Paid	Y
00025439	AT&T	01/19/2026	02/10/2026	158.87	0.00	Paid	Y
00025440	CONSUMERS ENERGY	01/20/2026	02/13/2026	29.23	0.00	Paid	Y
00025441	CONSUMERS ENERGY	01/20/2026	02/13/2026	594.24	0.00	Paid	Y
00025465	VYLLA HOMES	02/02/2026	02/02/2026	29.02	0.00	Paid	Y
00025466	COOPER'S TURF MANAGEMENT	01/31/2026	02/11/2026	7,815.00	0.00	Paid	Y
00025467	GENOA TOWNSHIP DPW	01/31/2026	02/11/2026	732.97	0.00	Paid	Y
00025468	GENOA TOWNSHIP DPW	10/01/2026	02/11/2026	30,920.92	0.00	Paid	Y
00025469	GENOA TOWNSHIP DPW	02/02/2026	02/11/2026	30,920.92	0.00	Paid	Y
00025472	BRIGHTON ANALYTICAL	01/31/2026	03/02/2026	240.00	0.00	Paid	Y
00025473	BRIGHTON ANALYTICAL	01/31/2026	03/02/2026	240.00	0.00	Paid	Y
00025476	COMPLETE BATTERY SOURCE	02/03/2026	02/12/2026	107.96	0.00	Paid	Y
00025478	G-O WWTP VACTOR PAD	02/04/2026	02/20/2026	134.48	0.00	Paid	Y
00025479	UIS SCADA	02/05/2026	02/20/2026	4,943.75	0.00	Paid	Y
00025480	REPUBLIC SERVICES	01/31/2026	02/20/2026	162.05	0.00	Paid	Y
00025487	DTE ENERGY	02/02/2026	02/20/2026	231.44	0.00	Paid	Y
00025488	DTE ENERGY	02/02/2026	02/20/2026	273.48	0.00	Paid	Y
00025489	DTE ENERGY	02/02/2026	02/24/2026	724.96	0.00	Paid	Y
00025495	CONSUMERS ENERGY	02/01/2026	02/16/2026	151.50	0.00	Paid	Y
00025512	LIVINGSTON COUNTY TREASURER	02/17/2026	02/17/2026	2,212.61	0.00	Paid	Y
00025513	LIV EDUC SERVICE AGENCY	02/17/2026	02/17/2026	2,197.55	0.00	Paid	Y
00025514	LIVINGSTON COUNTY TREASURER	02/17/2026	02/17/2026	4,172.37	0.00	Paid	Y
00025515	HOWELL PUBLIC SCHOOLS	02/17/2026	02/17/2026	8.93	0.00	Paid	Y
00025516	HOWELL PUBLIC SCHOOLS	02/17/2026	02/17/2026	1,792.74	0.00	Paid	Y
00025517	HOWELL PARKS AND RECREATION	02/17/2026	02/17/2026	72,760.04	0.00	Paid	Y
00025518	HOWELL AREA FIRE AUTHORITY	02/17/2026	02/17/2026	294,796.16	0.00	Paid	Y
00025519	FOWLERVILLE DIST LIBRARY	02/17/2026	02/17/2026	4,245.71	0.00	Paid	Y

INVOICE REGISTER FOR HOWELL TOWNSHIP

Inv Ref #	Vendor	Invoice Date	Due Date	Invoice Amount	Amount Due	Status	Posted
00025520	FOWLerville SCHOOLS	02/17/2026	02/17/2026	30,750.50	0.00	Paid	Y
00025521	HOWELL CARNEGIE LIBRARY	02/17/2026	02/17/2026	148,948.17	0.00	Paid	Y
00025522	HOWELL PUBLIC SCHOOLS	02/17/2026	02/17/2026	400,833.99	0.00	Paid	Y
00025523	LIVINGSTON COUNTY TREASURER	02/17/2026	02/17/2026	96,381.96	0.00	Paid	Y
00025391	SPICER GROUP	01/12/2026	01/31/2026	25,493.25	0.00	Paid	Y
00025446	LIVINGSTON COUNTY TREASURER	02/02/2026	02/11/2026	70.50	0.00	Paid	Y
00025463	SPICER GROUP	02/02/2026	02/02/2026	22,020.75	0.00	Paid	Y
00025464	SPICER GROUP	02/02/2026	02/02/2026	847.00	0.00	Paid	Y
00025524	LIVINGSTON COUNTY TREASURER	02/17/2026	02/18/2026	892.50	0.00	Paid	Y
00025311	MICRO WORKS COMPUTING, INC	12/18/2025	01/15/2026	7,868.00	0.00	Paid	Y
00025490	CARLISLE WORTMAN ASSOC, INC.	02/09/2026	02/24/2026	340.00	0.00	Paid	Y
00025491	CARLISLE WORTMAN ASSOC, INC.	02/09/2026	02/24/2026	512.50	0.00	Paid	Y
00025492	CARLISLE WORTMAN ASSOC, INC.	02/09/2026	02/24/2026	1,100.00	0.00	Paid	Y
00025493	CARLISLE WORTMAN ASSOC, INC.	02/09/2026	02/24/2026	382.50	0.00	Paid	Y
00025494	LINDHOUT ASSOCIATES	02/01/2026	02/24/2026	875.00	0.00	Paid	Y
00025496	MICRO WORKS COMPUTING, INC	01/31/2026	02/20/2026	204.00	0.00	Paid	Y
00025497	FIRST NATIONAL BANK	02/20/2026	02/20/2026	5,338.80	0.00	Paid	Y
00025498	HOWELL TOWNSHIP	02/20/2026	02/20/2026	130.77	0.00	Paid	Y
00025499	BLUE CARE NETWORK	02/20/2026	02/20/2026	5,615.60	0.00	Paid	Y
00025500	AMERICAN FUNDS	02/20/2026	02/20/2026	3,307.93	0.00	Paid	Y
00025501	TREASURY STATE OF MICHIGAN	02/20/2026	02/20/2026	1,893.77	0.00	Paid	Y
00025502	EMPOWER	02/20/2026	02/20/2026	1,248.93	0.00	Paid	Y
00025503	MICRO WORKS COMPUTING, INC	01/31/2026	02/20/2026	599.99	0.00	Paid	Y
00025504	DTE ENERGY	02/09/2026	03/05/2026	440.67	0.00	Paid	Y
00025525	CINTAS CORPORATION	02/18/2026	02/18/2026	131.22	0.00	Paid	Y
00025526	CARLISLE WORTMAN ASSOC, INC.	02/18/2026	02/18/2026	1,467.50	0.00	Paid	Y

of Invoices: 80 # Due: 0 Totals: 1,552,791.95 0.00
 # of Credit Memos: 0 # Due: 0 Totals: 0.00 0.00
 Net of Invoices and Credit Memos: 1,552,791.95 0.00

Agrees with Check Register BK

--- TOTALS BY FUND ---

101 GENERAL FUND	65,146.69	0.00
592 SWR/WTR	78,440.79	0.00
701 TRUST & AGENCY	49,324.00	0.00
703 TAX FUND	1,359,880.47	0.00

--- TOTALS BY DEPT/ACTIVITY ---

000 OTHER	1,438,393.09	0.00
101 TOWNSHIP BOARD	247.67	0.00
265 TOWNSHIP HALL	21,350.98	0.00
268 TOWNSHIP AT LARGE	11,603.44	0.00
276 CEMETERY	450.00	0.00
538 WWTP	78,411.77	0.00
701 PLANNING	2,335.00	0.00

CHECK REGISTER FOR HOWELL TOWNSHIP

CHECK DATE 02/01/2026 - 02/28/2026

Check Date	Check	Vendor Name	Description	Amount
Bank GEN GENERAL FUND CHECKING				
02/02/2026	101002143(E)	EMPOWER	Remittance Check	1,473.38
02/02/2026	101002144(E)	FIRST NATIONAL BANK	Remittance Check	5,282.79
02/02/2026	101002145(E)	HOWELL TOWNSHIP	Remittance Check	130.77
02/02/2026	101002146(E)	AMERICAN FUNDS	Remittance Check	3,269.36
02/09/2026	19309	ABSOPURE	FEBRUARY COOLER RENTAL	12.00
			WATER DELIVERY	12.90
				<u>24.90</u>
02/09/2026	19310	BENEFIT PLAN SERVICES	2024-2025 RETIREMENT PLAN SERVICES	1,209.00
02/09/2026	19311	DTE ENERGY	STREETLIGHTS	835.94
02/09/2026	19312	FAHEY SCHULTZ BURZYCH RHODES	HOWELL-MASON LLC LITIGATION (24-32242-C	4,967.00
			CODE ENFORCEMENT	1,312.00
			GENERAL	3,613.50
				<u>9,892.50</u>
02/09/2026	19313	GANNETT MICHIGAN LOCALIQ	JANUARY PUBLICATIONS	247.67
02/09/2026	19314	MICRO WORKS COMPUTING, INC	LAPTOP PROJECT - DOCKING STATIONS , POW	2,111.00
02/09/2026	19315	MUTUAL OF OMAHA INSURANCE COM	FEBRUARY 2026	209.88
02/09/2026	19316	PERFECT MAINTENANCE	FEBRUARY 2026 CLEANING	195.00
02/09/2026	19317	SPRUNGTOWN OUTDOOR SERVICES	JANUARY 2026 SNOW PLOWING	5,785.00
02/09/2026	101002147(E)	COMCAST	FEBRUARY 2026	437.95
02/09/2026	101002148(E)	CONSUMERS ENERGY	JANUARY 2026	1,088.37
02/09/2026	101002149(E)	MANN TECHNOLOGIES LLC	FEBRUARY 2026	1,496.00
02/20/2026	19318	CARLISLE WORTMAN ASSOC, INC.	AGAPE CITY CHURCH	340.00
			GENERAL CONSULTATION	512.50
			MONTHLY RETAINER	1,100.00
			ZONING ORDINANCE REWRITE	382.50
			Check Request For Bond: BSP25-0011	1,467.50
				<u>3,802.50</u>
02/20/2026	19319	CINTAS CORPORATION	BLUE MATS	131.22
02/20/2026	19320	BLUE CARE NETWORK	Remittance Check	5,615.60
02/20/2026	19321	LINDHOUT ASSOCIATES	TWP HALL RENOVATION	875.00
02/20/2026	19322	MICRO WORKS COMPUTING, INC	DELIVER LAPTOPS FINISH CONNECTIONS TO N	204.00
			ANNUAL RING SUBSCRIPTION (3 YRS 7/2023	599.99
				<u>803.99</u>
02/20/2026	19323	MICRO WORKS COMPUTING, INC	6 LAPTOPS (CLERK, DEP CLERK, TREAS, DEP	7,868.00
02/20/2026	101002150(E)	EMPOWER	Remittance Check	1,248.93
02/20/2026	101002151(E)	FIRST NATIONAL BANK	Remittance Check	5,338.80
02/20/2026	101002152(E)	HOWELL TOWNSHIP	Remittance Check	130.77
02/20/2026	101002153(E)	AMERICAN FUNDS	Remittance Check	3,307.93
02/20/2026	101002154(E)	TREASURY STATE OF MICHIGAN	Remittance Check	1,893.77
02/20/2026	101002155(E)	DTE ENERGY	TWP HALL FEB 2026	440.67
GEN TOTALS:				
Total of 28 checks:				65,146.69

CHECK REGISTER FOR HOWELL TOWNSHIP

CHECK DATE 02/01/2026 - 02/28/2026

Check Date	Check	Vendor Name	Description	Amount
Bank GEN GENERAL FUND CHECKING				
Less 0 Void Checks:				0.00
Total of 28 Disbursements:				<u>65,146.69</u>
Bank T&A TRUST & AGENCY CHECKING				
02/18/2026	3725	SPICER GROUP	Check Request For Bond: BP25-0003	25,493.25
02/18/2026	3726	SPICER GROUP	Check Request For Bond: BP25-0003	22,020.75
02/18/2026	3727	SPICER GROUP	Check Request For Bond: BP25-0003	847.00
02/18/2026	3728	LIVINGSTON COUNTY TREASURER	DOG LICENSES	70.50
02/18/2026	3729	LIVINGSTON COUNTY TREASURER	MOBILE HOME FEES	892.50
T&A TOTALS:				
Total of 5 Checks:				49,324.00
Less 0 Void Checks:				0.00
Total of 5 Disbursements:				<u>49,324.00</u>
Bank TAX TAX CHECKING				
02/02/2026	6224	FOWLerville DIST LIBRARY	2025 WINTER TAXES 1/16/26 - 1/31/26	1,681.69
02/02/2026	6225	FOWLerville SCHOOLS	2025 WINTER TAXES 1/16/26 - 1/31/26	12,180.22
02/02/2026	6226	HOWELL PARKS AND RECREATION	2025 WINTER TAXES 1/16/26 - 1/31/26	19,991.75
02/02/2026	6227	HOWELL AREA FIRE AUTHORITY	2025 WINTER TAXES 1/16/26 - 1/31/26	81,773.15
02/02/2026	6228	HOWELL CARNEGIE LIBRARY	2025 WINTER TAXES 1/16/26 - 1/31/26	40,925.80
02/02/2026	6229	HOWELL PUBLIC SCHOOLS	2025 SUMMER TAXES 1/16/26 - 1/31/26	1,393.03
02/02/2026	6230	HOWELL PUBLIC SCHOOLS	2025 WINTER TAXES 1/16/26 - 1/31/26	110,135.89
02/02/2026	6235	LIVINGSTON COUNTY TREASURER	2025 WINTER TAXES 1/16/26 - 1/31/26	32,698.21
02/17/2026	6236	FOWLerville DIST LIBRARY	2025 WINTER TAXES 2/1/26 - 2/15/26	4,245.71
02/17/2026	6237	FOWLerville SCHOOLS	2025 WINTER TAXES 2/1/26 - 2/15/26	30,750.50
02/17/2026	6238	HOWELL PARKS AND RECREATION	2025 WINTER TAXES 2/1/26 - 2/15/26	72,760.04
02/17/2026	6239	HOWELL AREA FIRE AUTHORITY	2025 WINTER TAXES 2/1/26 - 2/15/26	294,796.16
02/17/2026	6240	HOWELL CARNEGIE LIBRARY	2025 WINTER TAXES 2/1/26 - 2/15/26	148,948.17
02/17/2026	6241	HOWELL PUBLIC SCHOOLS	2025 SUMMER TAXES 2/1/26 - 2/15/26	8.93
02/17/2026	6242	HOWELL PUBLIC SCHOOLS	2025 SUMMER TAXES 2/1/26 - 2/15/26	1,792.74
02/17/2026	6243	HOWELL PUBLIC SCHOOLS	2025 WINTER TAXES 2/1/26 - 2/15/26	400,833.99
02/17/2026	6244	LIV EDUC SERVICE AGENCY	2025 SUMMER TAXES 2/1/26 - 2/15/26	2,197.55
02/17/2026	6245	LIVINGSTON COUNTY TREASURER	2025 SUMMER TAXES 2/1/26 - 2/15/26	2,212.61
02/17/2026	6246	LIVINGSTON COUNTY TREASURER	2025 SUMMER TAXES 2/1/26 - 2/15/26	4,172.37
02/17/2026	6247	LIVINGSTON COUNTY TREASURER	2025 WINTER TAXES 2/1/26 - 2/15/26	96,381.96
TAX TOTALS:				
Total of 20 Checks:				1,359,880.47
Less 0 Void Checks:				0.00
Total of 20 Disbursements:				<u>1,359,880.47</u>
Bank UTYCK UTILITY CHECKING				
02/11/2026	3407	G-0 WWTP VACTOR PAD	MANHOLE CLEANING	134.48
02/11/2026	3408	BRIGHTON ANALYTICAL	ANIONS	30.00
			MERCURY TESTING 112723	240.00
			MERCURY TESTING -112724	240.00
				<u>510.00</u>
02/11/2026	3409	COMPLETE BATTERY SOURCE	12 VOLT BATTERY	107.96
02/11/2026	3410	COOPER'S TURF MANAGEMENT	TREE & BRUSH REMOVAL PROJECT	7,815.00

CHECK REGISTER FOR HOWELL TOWNSHIP

CHECK DATE 02/01/2026 - 02/28/2026

Check Date	Check	Vendor Name	Description	Amount
Bank UTYCK UTILITY CHECKING				
02/11/2026	3411	GENOA TOWNSHIP DPW	COMMON COSTS 10/1/25-12/31/25	732.97
			OCTOBER 2025 MAINTENANCE FEE	30,920.92
			FEBRUARY 2026 MAINTENANCE FEE	30,920.92
				<u>62,574.81</u>
02/11/2026	3412	REPUBLIC SERVICES	WASTE PICKUP	162.05
02/11/2026	3413	UIS SCADA	UV BALLAST BOX REPLACEMENT	4,943.75
02/11/2026	3414	VYLLA HOMES	UB refund for account: 0000002672	29.02
02/11/2026	59004262(E)	AT&T	FEB 2026	158.87
02/11/2026	59004263(E)	CONSUMERS ENERGY	391 N BURKHART RD JAN 2026	29.23
02/11/2026	59004264(E)	CONSUMERS ENERGY	1222 PACKARD DR JAN 2026	594.24
02/11/2026	59004265(E)	CONSUMERS ENERGY	2571 OAKGROVE FEB 2026	151.50
02/11/2026	59004266(E)	DTE ENERGY	1009 N BURKHART FEB 2026	231.44
02/11/2026	59004267(E)	DTE ENERGY	391 N BURKHART FEB 2026	273.48
02/11/2026	59004268(E)	DTE ENERGY	2571 OAKGROVE RD FEB 2026	724.96
UTYCK TOTALS:				
Total of 15 Checks:				78,440.79
Less 0 Void Checks:				0.00
Total of 15 Disbursements:				<u>78,440.79</u>
REPORT TOTALS:				
Total of 68 Checks:				1,552,791.95
Less 0 Void Checks:				0.00
Total of 68 Disbursements:				<u>1,552,791.95</u>

(Agrees with Invoice Register BK

CHECK REGISTER FOR HOWELL TOWNSHIP
For Check Dates 02/01/2026 to 02/28/2026

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
02/06/2026	GEN	DD6434	BRENT J. KILPELA	5,516.89	0.00	4,130.45	Open
02/06/2026	GEN	DD6435	CAROL A. MAKUSHIK	2,300.48	0.00	1,481.44	Open
02/06/2026	GEN	DD6436	SUSAN K. DAUS	1,609.34	0.00	1,168.85	Open
02/06/2026	GEN	DD6437	TANYA L. DAVIDSON	2,082.20	0.00	1,526.00	Open
02/06/2026	GEN	DD6438	MICHAEL CODDINGTON	1,409.33	0.00	939.60	Open
02/06/2026	GEN	DD6439	JONATHAN C. HOHENSTEIN	4,419.83	0.00	2,856.36	Open
02/06/2026	GEN	DD6440	TERESA M. MURRISH	2,146.82	0.00	1,588.86	Open
02/06/2026	GEN	DD6441	THOMAS BOYER	700.00	0.00	616.70	Open
02/06/2026	GEN	DD6442	MARNIE E. HEBERT	2,310.93	0.00	1,817.48	Open
02/20/2026	GEN	DD6443	BRENT J. KILPELA	5,535.25	0.00	4,145.41	Open
02/20/2026	GEN	DD6444	CAROL A. MAKUSHIK	2,329.60	0.00	1,485.54	Open
02/20/2026	GEN	DD6445	TIMOTHY C. BOAL	588.92	0.00	518.83	Open
02/20/2026	GEN	DD6446	MATTHEW E. COUNTS	508.92	0.00	448.35	Open
02/20/2026	GEN	DD6447	ROBERT K. WILSON	508.92	0.00	448.35	Open
02/20/2026	GEN	DD6448	SUSAN K. DAUS	1,609.34	0.00	1,168.86	Open
02/20/2026	GEN	DD6449	TANYA L. DAVIDSON	2,204.26	0.00	1,606.67	Open
02/20/2026	GEN	DD6450	CORY J. ALCHIN	80.00	0.00	60.48	Open
02/20/2026	GEN	DD6451	TRENT HOLMAN	80.00	0.00	70.48	Open
02/20/2026	GEN	DD6452	SHARON LOLLIO	80.00	0.00	70.48	Open
02/20/2026	GEN	DD6453	ROBERT A. SPAULDING	80.00	0.00	70.48	Open
02/20/2026	GEN	DD6454	MATT STANLEY	80.00	0.00	70.48	Open
02/20/2026	GEN	DD6455	WAYNE R. WILLIAMS JR	80.00	0.00	73.88	Open
02/20/2026	GEN	DD6456	JONATHAN C. HOHENSTEIN	4,289.33	0.00	2,770.09	Open
02/20/2026	GEN	DD6457	TERESA M. MURRISH	2,168.36	0.00	1,603.09	Open
02/20/2026	GEN	DD6458	THOMAS BOYER	700.00	0.00	616.70	Open
02/20/2026	GEN	DD6459	MARNIE E. HEBERT	2,389.91	0.00	1,877.56	Open
Report Total:				45,808.63	0.00	33,231.47	
				Number of Checks	26		
				Total Physical Checks	0		
				Total Check Stubs	26		