



CITY COUNCIL MEETING AGENDA
Hall City Hall – Electronic Meeting – Live Zoom Webinar – 7:00 P.M.
611 E. Grand River, Howell, MI 48843

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

Monday April 6, 2020

**COUNCIL -
MANAGER
GOVERNMENT**

Council members and
other officials normally
in attendance:

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

SEATING:

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

1. Regular Meeting Called to Order
2. Pledge of Allegiance (all stand)
3. Approve Minutes – March 30, 2020:
 - A. Special Meeting
 - B. Executive Session
4. Citizens' Comments (**All Topics**)
5. Reports by Council Members Serving on Commissions
6. Council Correspondence:
7. Discussion/Approval – Management Agreement with HAPRA, Operation of Scofield City Park Guard Booth, Beach Front & Boat Launch
8. Discussion/Approval – Resolution No. 20-08, Arbor Day
9. Discussion/Approval – Resolutions Exempting First Responders:
 - A. No. 20-09, Emergency Family Medical Leave Expansion Act
 - B. No. 20-10, Emergency Paid Sick Leave Act
10. Discussion/Approval – Ordinance No. 933, DWRF Bonds for Water Supply System Project, Series 2020
11. Discussion/Approval – Resolution No. 20-11, DWRF Construction Contract Tentative Award
12. Discussion/Approval – WWTP State Revolving Fund (SRF) Project Cost Sharing Agreements:
 - A. Bottling Group LLC (Pepsi Beverages)
 - B. Marion Township
13. Approve payment of bills ending April 6, 2020 in the amount of \$595,695.69 and payroll to cover the period ending April 11, 2020
14. City Manager's Report:

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

15. Old Business

16. New Business

17. Adjournment

Public Comment Guidelines

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

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

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

PUBLIC NOTICE OF ELECTRONIC MEETING OF THE HOWELL CITY COUNCIL

PLEASE NOTE: THIS NOTICE IS GIVEN AND PUBLISHED PURSUANT TO SECTION 1 (e) OF EXECUTIVE ORDER 2020-15 ISSUED BY GRETCHEN WHITMER, GOVERNOR FOR THE STATE OF MICHIGAN.

The Howell City Council is meeting electronically as a result of the Covid-19 virus and to protect the health, safety and welfare of the citizens of Howell, Michigan of such virus, pursuant to law and the mandates of Executive Order 2020-21 issued by Governor Gretchen Whitmer.

You are invited to the Howell City Council meeting being conducted live on a Zoom webinar.

When: **Monday April 6, 2020 at 7:00 PM** Eastern Time (US and Canada)

Topics: **Refer to the City's website to view the complete Agenda & Packet for the meeting. If you have questions, please call 517-546-3502 prior to 5:00 pm on Monday April 6, 2020.**

Specific instructions for public participation in the Zoom Webinar are attached.

Please click the link below to join the webinar:

<https://zoom.us/j/774497638>

Or iPhone one-tap :

US: +13126266799,,774497638# or +16465588656,,774497638#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 646 558 8656 or +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1 301 715 8592

Webinar ID: 774 497 638

International numbers available: <https://zoom.us/u/acmuTDOT4i>

Dated: April 2, 2020

Jane Cartwright, MMC

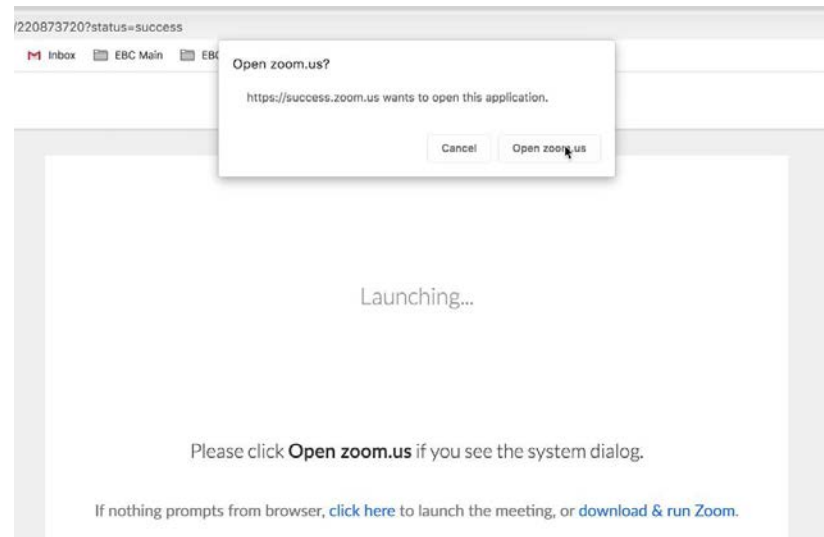
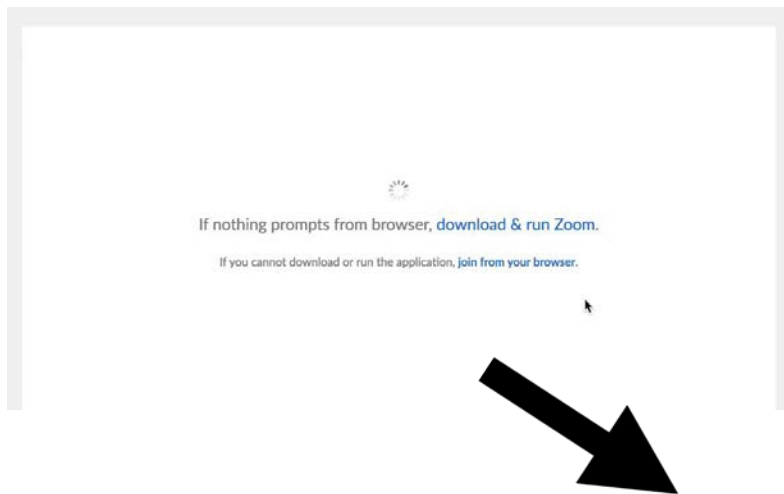
Howell City Clerk



Video Conference Best Practices

Instruction for joining a meeting virtually:

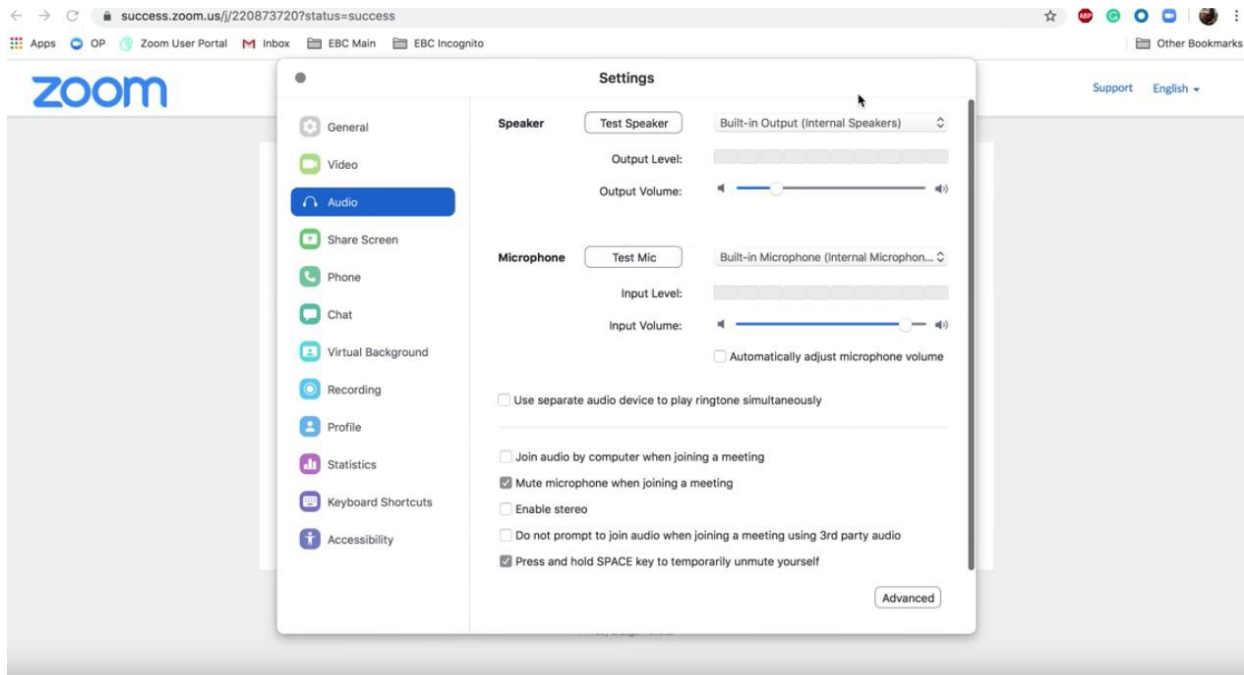
- Log into the following browsers: Chrome, Firefox, Safari
 - a. **Please note** that for optimal meeting capabilities, we encourage residents to join via computer or tablet devices
 - i. Through internal testing, it was found that mobile devices struggled to hold proper audio output
- Select the Zoom Meeting URL which can be found on the following page:
Cityofhowell.org
 - a. Depending on the type of meeting you want to join there will be different meeting URL's and meeting ID's for the different types of meetings (e.g. City Council, Planning Commission, ZBA, and DDA)
- Next, you will be prompted to download and/or launch Zoom
 - a. For best results download Zoom & run Zoom





Video Conference Best Practices

- When you launch Zoom, you will want to allow the application to utilize your camera and microphone



- Select “Join Now”

For more information on how to join a Zoom meeting, follow this link:

<https://www.youtube.com/watch?v=hIkCmbvAHQQ&feature=youtu.be>

Instruction for joining a meeting via telephone:

- Head over to cityofhowell.org
- Select the Zoom Meeting teleconference number which can be found on the following page: Cityofhowell.org
 - Depending on the type of meeting you want to join there will be different phone numbers and meeting ID's for the different types of meetings (e.g. City Council, Planning Commission, ZBA, and DDA)
- Next, you would need to enter the meeting ID
- Lastly, make sure to mute your device once you join the meeting

For more information on how to join a Zoom meeting by phone, follow this link:

<https://support.zoom.us/hc/en-us/articles/201362663-Joining-a-meeting-by-phone>



Video Conference Best Practices

Those With Hearing or Speech-Impairments Can Still Participate in the Meeting as Well!

Users that are hearing persons and deaf, hard of hearing or speech-impaired persons can communicate by telephone by **dialing 7-1-1**.

- Individuals who call will be paired with a Communications Assistant
- Make sure to give the Communications Assistant the proper teleconference phone number and meeting ID

For more information, visit:

https://www.michigan.gov/mpsc/0,9535,7-395-93308_93325_93425_94040_94041---,00.html

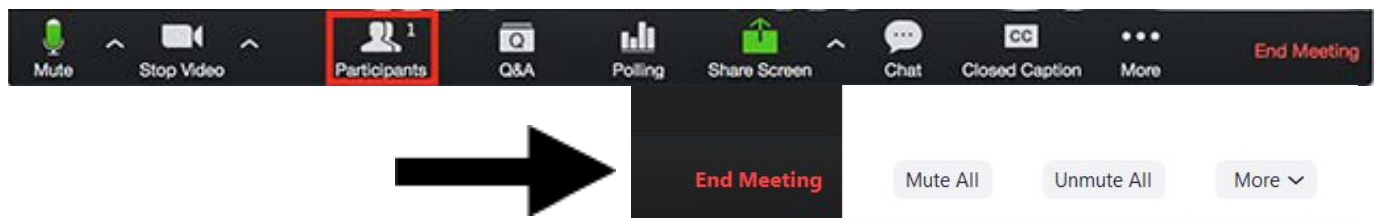
Instruction for Citizen Comment:

A few changes to note regarding Public Comment. We have shifted the process where the public will have the opportunity to speak during the meeting.

- Citizens can speak on anything being discussed on the regular agenda or items not relating to the agenda.

How to speak during Citizen Comment:

- Participants in the webcast can utilize the “Raise Hand” function by selecting “Manage Participants” on the bottom of your dashboard then select the “More” button in the bottom right-hand corner
 - Our moderator will call your name allowed and unmute you so that you can speak



- For those are joining the meeting by phone, you can be placed in the queue for Public Comment by selecting **(STAR 9)**
 - Our moderator will announce the last 4-digits of your phone number for recognition and unmute you so that you can speak
- Participants providing Citizen Comment via the webcast or telephone will have 3 minutes to speak as they would if we were meeting in person
- Once your 3 minutes are up, you will be muted by our moderators

Video Conference Best Practices

- Additionally, comments can be submitted prior to or at this time to Jcartwright@cityofhowell.org where residents and community members can submit public comments as well
 - **Please note your email must be able to be read in less than 3 minutes.**
Given the circumstances with the virtual space, we may not be able to read through all of the email comments but know that we will have them stored and acknowledged on the public record

Troubleshooting Tips

For tips on how to troubleshoot via Zoom, follow this link: <https://support.zoom.us/hc/en-us>

Friendly Reminders:

1. Be sure to test your internet connection, video, and microphone in advance
2. Dial-in from a quiet space or use headphones if around others
3. Mute your computer microphone/cell phone when you are not speaking
4. Video camera tips:
 - a. Don't use a window as a backdrop; This impacts visual quality to the viewers on the video conference
 - b. Make sure the room you are in has proper lighting
 - c. Dress appropriately
 - d. Be mindful of your background items when video conferencing

Remember The Human Element

- Just like talking face to face, the "Zoom Meetings" video conferencing tool is like our everyday workday settings
- Speak professionally and respectfully to one another as you would in any other communication setting
- Announce who you are prior to speaking (e.g. Joe Smith, 1234 Howell St, *Insert commentary*)
- Overall, be aware of your behavior; People can see and hear what you are doing at all times

Special Meeting of the Howell City Council
Monday March 30, 2020
Howell City Hall – Electronic Meeting – Live Zoom Webinar
611 E. Grand River Ave.
Howell, Michigan 48843
517-546-3502

1. The special meeting of the Howell City Council was called to order by Mayor Nick Proctor at 5:00 p.m.

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

Also Participating: Interim City Manager Erv Suida, City Clerk/HR Director Jane Cartwright, City Attorney Dennis Perkins, and IT Director Mike Pitera.

The Special Meeting was scheduled to conduct necessary City business and to hold an executive session to review candidates for the position of City Manager, consider finalists and schedule the interview process.

PLEDGE OF ALLEGIANCE

Mayor Proctor outlined the process of the electronic meeting and reviewed the rules/procedures for public participation.

2. **CITIZEN'S COMMENTS** – No response.
3. **APPROVED – TEMPORARY REMOTE ACCESS TECHNOLOGY MEETING POLICY**
MOTION by Manor, SUPPORT by Ellis, “To approve the Temporary Remote Access Technology Meeting Policy authorizing the conduct of public meetings during the COVID-19 emergency in compliance with Executive Orders 2020-15 & 2020-21 issued by the Governor.” It was clarified that this policy is temporary and will continue until April 15, 2020 unless extended under subsequent Executive Orders issued by the Governor. A roll call vote was taken. Ellis – yes, Manor – yes, Lobur – yes, Greene – yes, Mulvahill – yes, Ambrose – yes, Proctor – yes. MOTION CARRIED (7-0).
4. **APPROVED – MARCH 9, 2020 REGULAR MEETING MINUTES**
MOTION by Ellis, SUPPORT by Lobur, “To approve the minutes of the March 9, 2020 regular meeting of the City Council as presented.” A roll call vote was taken. Manor – yes, Lobur – yes, Greene – yes, Mulvahill – yes, Ambrose – yes, Ellis – yes, Proctor – yes. MOTION CARRIED (7-0).

5. **APPROVED – PAYMENT OF BILLS**

MOTION by Ellis, SUPPORT by Mulvahill, “To approve payment of bills ending March 23, 2020 in the amount of \$454,587.31 and payroll to cover the period ending March 28, 2020. A roll call vote was taken. Lobur – yes, Greene – yes, Mulvahill – yes, Ambrose – yes, Ellis – yes, Manor – yes, Proctor – yes. MOTION CARRIED (7-0).

Mayor Proctor thanked City staff for their work during this emergency period. Interim City Manager Suida stated he was very proud of every member of staff; they have come together during this critical time and continue to answer phones and respond to residents under a split shift.

6. **EXECUTIVE SESSION – REVIEW OF CONFIDENTIAL CANDIDATES FOR CITY MANAGER POSITION**

5:13 pm. MOTION by Ellis, SUPPORT by Ambrose, “To move into closed session to discuss potential City Manager candidates for interviews who have requested confidentiality as allowed under Michigan law.” A roll call vote was taken. Greene – yes, Mulvahill – yes, Ambrose – yes, Ellis – yes, Manor – yes, Lobur – yes, Proctor – yes. MOTION CARRIED (7-0).

6:25 p.m. MOTION by Mulvahill, SUPPORT by Lobur, “To reconvene the regular meeting.” A roll call vote was taken. Mulvahill – yes, Ambrose – yes, Ellis – yes, Manor – yes, Lobur – yes, Greene – yes, Proctor – yes. MOTION CARRIED (7-0).

7. **INVITE POTENTIAL CITY MANAGER CANDIDATES FOR INTERVIEWS**

MOTION by Manor, SUPPORT by Lobur, “To direct the MML Facilitator to contact applicants number 2, 3, 6, 18, and 33 to determine their interest in interviewing for the position of Howell City Manager on April 15, 2020 starting at 9:00 am.” A roll call vote was taken. Ambrose – yes, Ellis – yes, Manor – yes, Lobur – yes, Greene – yes, Mulvahill – yes, Proctor – yes. MOTION CARRIED (7-0).

8. **SCHEDULE SPECIAL MEETING TO INTERVIEW CITY MANAGER CANDIDATES**

The scheduling of the special meeting to conduct interviews with City Manager candidates was incorporated under Item #7.

9. **ADJOURNMENT**

MOTION by Ambrose, SUPPORT by Lobur, “To adjourn the special meeting at 6:29 pm. A roll call vote was taken. Ellis – yes, Manor – yes, Lobur – yes, Greene – yes, Mulvahill – yes, Ambrose – yes, Proctor – yes. MOTION CARRIED (7-0).

Nick Proctor, Mayor

Jane Cartwright, City Clerk

NOTES



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

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

DATE:

TO: Mayor Proctor & Howell City Council

FROM: Tim Church – Executive Director

SUBJECT: **MANAGEMENT AGREEMENT FOR SCOFIELD CITY PARK**

The Howell Area Parks & Recreation Authority would like to propose the continuation of the management contract with the City of Howell to manage and hire the staff for the Scofield City Park Beach and Boat Launch for the summer of 2020.

The attached Letter of Understanding is essentially the same from last year except for changes in the year.

DATES THAT A DAILY OR SEASONAL STICKER REQUIRED

Howell City Park Entry: Friday prior to Memorial Day through Labor Day

Boat Launch Entry: May 1, 2020 through September 7, 2020

DATES THAT A PERMIT FOR RENTAL WILL BE REQUIRED

Pavilion Rentals: May 1, 2020 through September 7, 2020

Howell City Park Fee Collection

HAPRA is recommending that we not change the fee collection system at Howell City Park. HAPRA would again hire seasonal staff to work both the entrance booth and at the concession stand during peak hours each day and to collect fees from each vehicle that enters without a seasonal pass. The current daily fee is \$10/vehicle and HAPRA recommends that this not be changed. All proceeds to be deposited with the City of Howell. Groups wishing to be exempt from paying the daily entry fee must get City Council approval in advance. As in the past, the seasonal pass and daily entry fees would be required between the Fridays prior to Memorial Day through Labor Day.

Boat Launch Fee Collection

All daily stickers and seasonal passes are available for purchase at the Bennett Recreation Center during regular business hours and from the Friday prior to Memorial Day through Labor Day at the Scofield City Park Guard Booth. The current daily fee to launch a boat is \$20/vehicle and HAPRA recommends that this not be changed. All proceeds to be deposited with the City of Howell. Groups wishing to be exempt from paying the daily entry fee must get City Council approval in advance.

A seasonal or daily pass will be required to park at the facility and those not possessing either will be ticketed. (Duties will be assigned to the Howell Parks & Recreation Beach Supervisor to check the site throughout the day and regularly call the Howell City Police to enforce the parking ordinance by issuing tickets to those not in compliance.)

Pavilion Rental Policy and Fee Schedule

The Howell Area Parks & Recreation Authority will continue to schedule and administer the pavilion rentals at Howell City Park utilizing the system software (RecPro) that is already in place within the Recreation Authority. All pavilion rental fees collected will be deposited in the City of Howell's accounts.

The Howell Area Parks & Recreation Authority recommends continuing to rent pavilions during 4 hour increments, 3 times each day to capture additional revenues and to accommodate additional groups wishing to use the park. If parties wish to extend their use of the pavilions, they would be charged for another 4 or 8 hour increment:

Morning – 7 am – 11:00 am
Mid-Day – 11:30 am – 3:30 pm
Evening – 4 pm – 8 pm

HAPRA also recommends the continuation of accommodating all guests who will be attending parties and events at the pavilions FREE entry into the park through their rental agreement. This creates good will for those wishing to schedule events at the pavilions and will increase rentals at the pavilions throughout the season. Renters would be given a special dated and timed pass (only available at Bennett Recreation Center) that they copy and give to each of their guests. HAPRA recommends continuing the current rental fees of:

\$165 for large pavilion for weekend, \$110 for large pavilion for weekday

\$110 for small pavilion for weekend, \$85 for small pavilion for weekday

Groups wishing to be exempt from paying the pavilion rental fee must get City Council approval in advance.

Purchase and Distribution of Seasonal Stickers

The Howell Area Parks & Recreation Authority recommends continuing to recognize the contributions of Ocala Township, Marion Township, Genoa Township, Howell Township and the City of Howell to the Recreation Authority by offering 2 free annual passes to each resident of these municipalities. HAPRA also recommends keeping annual sticker prices the same – 2 free for City of Howell, Genoa Township, Howell Township, Marion Township and Ocala Township (\$20 for additional stickers) and \$40 for non-residents (there is no discount for additional stickers). The City of Howell will purchase 6 distinctly shaped and colored stickers each year to accommodate the sticker distribution. To reduce overhead, the Authority is recommending that annual passes only be available for purchase or pickup at the Bennett Recreation Center reducing overhead of initial mailing and daily maintenance of address/resident books by the gate staff, city staff and township staff.

Distribution break down of Seasonal Stickers - 2019

TOTAL - 8161

City of Howell – 2626

Oceola Township – 2347

Marion Township – 1208

Genoa Township – 876

Howell Township – 1017

Other – 87

Howell City Park Pass Policy

We recommend that the attached park pass policy be continued as it worked very well and made issues for our staff easy to rectify.

Letter of Understanding – Management of Park and Boat Launch

The Howell Area Parks & Recreation Authority would like to propose that the City of Howell again contract with us during the summer of 2020 to hire the staff and arrange for the supervision and work that needs to be accomplished at the Scofield City Park Guard Booth, Beach Front and the Boat Launch. We will continue to also add family friendly programming to the Howell City Park during the summer months. HAPRA believes that the continued partnership between the City of Howell and the Howell Area Parks & Recreation Authority for operation of the beach and boat launch is in line with the City Council's goal of supporting recreation and creates an environment conducive to other joint projects and events, as well as positive public relations and marketing opportunities.

Attached is a Letter of Understanding outlining the proposed services and associated fees for the period of May 1, 2020 through September 2, 2020.

ACTION REQUESTED: A motion to approve the Letter of Understanding between the City of Howell & Howell Area Parks & Recreation Authority to operate the City Park Guard Booth, Beach Front & Boat Launch for the summer of 2020 for a management fee of \$45,000.

2020 PARK PASS POLICY

Business Property Tax Payers:

1 Pass per address - \$ 20 for each additional

Verification is property tax bill with valid driver's license

Residential Property Tax Payers:

2 Passes per address \$20 for each additional

Verification is property tax bill with valid driver's license

If rental property owner picks up passes - Residents cannot

Residential Renters:

2 Passes per address - \$ 20 for each additional

Verification is State of Michigan issued ID – Driver's License

If rental property owner picks up passes - Residents cannot

Non-Residents: 0 Passes per address - \$ 40 for each

Commercial Renters: 0 Passes per address

Water/Sewer Customers: 0 Passes per address

Daily Park Entry: \$ 10 per vehicle

Daily Boat Launch: \$ 20 per vehicle

City Park Operating Hours Friday of Memorial Day-Labor Day

Boat Launch Operating Hours May 1 through September 7

Pavilion Rentals May 1 through September 7

LETTER OF UNDERSTANDING
CITY OF HOWELL & HOWELL AREA RECREATION AUTHORITY
OPERATION OF SCOFIELD CITY PARK GUARD BOOTH
BEACH FRONT & BOAT LAUNCH
May 1, 2020 – September 7, 2020

Staffing

HAPRA proposes hiring a part-time seasonal staff with a full-time supervisor at the Scofield City Park for the summer of 2020. The responsibilities of the staff would include collecting daily fees and monitoring stickers at the entrance gate at Scofield City Park, depositing fees with the City of Howell that are collected, operating and cleaning the restroom and concession facilities at the beach, cleaning up the goose droppings on the grass surrounding the beach area, providing weekly water testing, working in collaboration with the Fire Department to set up and remove the buoys and rope lines, enforcing parking ordinances, and other duties that are assigned for a smooth and efficient operation this coming summer. All staff would undergo customer service training, and have their CPR/First Aid Certificates updated for their summer assignments.

Seasonal Passes

The Recreation Authority will only sell or distribute seasonal passes at the Bennett Recreation Center during normal office hours (Monday-Friday 9 a.m. – 5 p.m.). City of Howell, Howell Township, Genoa Township, Marion Township and Oceola Township residents will receive 2 free passes (\$20 for additional pass) and all others will be charged \$40/pass.

Pavilion Rentals

The Recreation Authority will provide pavilion rental reservation system utilizing the recreation software (RecPro) that is already in place. All pavilion rental fees collected will be deposited in the City of Howell's accounts. We have estimated that it would require 8 hours a week to process reservations for a 5 month period (May 1 – September 7).

Park Entrance Guard Booth

HAPRA proposes that the park entrance guard booth to be staffed daily (weekdays and weekends) during the following hours beginning the Friday prior to Memorial Day and continuing through Labor Day. Staff would be required to arrive 1/2 hour before the booth opens to the public and stay 1/2 hour after it closes to account for funds and close down the area. All park entrance fees collected will be deposited in the City of Howell's accounts. In the event of inclement weather, the Park Supervisor will have the authority to close the park and send staff home.

Concession Stand/Beach Area

HAPRA proposes that the concession stand at the beach be staffed daily (weekdays and weekends) during the following hours beginning the Friday prior to Memorial Day and continuing through Labor Day. Staff would be required to arrive 1/2 hour before the booth opens to the public and stay 1/2 hour after it closes for cleaning and general maintenance. The Recreation Authority would purchase all concession supplies and keep the revenue generated from these sales.

Hours of Operation: (NEW School Calendar)

May 22- August 16: Monday-Friday 12pm-7pm, Saturday & Sunday 10am-7pm

August 17- September 7: Monday-Friday 3pm-7pm, Saturday & Sunday 10am-7pm

Boat Launch Entrance

We propose the Boat Launch entrance guard booth to be staffed daily (weekdays and weekends) beginning May 1, 2020 and continuing through September 7, 2020. The booth will be staffed during the following days & hours:

- a. May 1 - May 21 Mon-Fri: 3 pm -7 pm and Sat-Sun: 12 pm – 7 pm
- b. May 22 –August 16: Mon-Fri: 2 pm -7 pm and Sat-Sun: 7 am – 7 pm
- c. August 17-September 7, Mon-Fri: 3 pm - 7pm and Sat-Sun: 12pm –7pm (NEW Start of School)
- d. Holidays: Memorial Day, 4th of July & Labor Day: 7 am – 7 pm

Staff would be required to arrive 1/2 hour before the booth opens to the public and stay 1/2 hour after it closes to account for funds and close down the area. All boat launch entrance fees collected will be deposited in the City of Howell's accounts. In the event of inclement weather, the Park Supervisor will have the authority to close the park and send staff home.

Staff members will be directed to record all parking violations at this site and make sure that a valid seasonal or daily pass is readily displayed on all vehicles. They will be directed to contact Howell City Police for parking ordinance enforcement.

The City of Howell will provide a booth at the boat launch for staff to use during the hours of operation.

City of Howell Expenses

The City of Howell will pay the full costs of the following:

- A. Seasonal Stickers
- B. Daily Passes
- C. Weekly Water Testing
- D. All maintenance and cleaning supplies (Including toilet paper)
- E. Beach Staff t-shirts
- F. Daily sand raking and grass mowing at beach area
- G. Cleaning and maintenance of the restroom facility at the front of the park
- H. Electricity, telephone, water and trash collection
- I. General grounds maintenance for the park, sand area of the beach, roads and parking lots at Scofield City Park and Boat Launch areas.
- J. Signage
- K. Building improvements to the concession stand, restroom facilities, park booth, pavilions, etc. and placement and removal of park booth at start and end of season.
- L. Contractual Services with Goose Works to control the Canadian Geese population

Management Fee

The Howell Area Parks & Recreation Authority would provide the staffing services outlined in this proposal for a management fee of \$ 45,000.

Terms: 50% payable on or before May 1, 2020
50% payable on or before July 1, 2020

Effective Date

This Letter of Understanding shall be in effect from May 1, 2020 through September 7, 2020 upon approval of the Howell City Council and Howell Area Parks & Recreation Authority Board.

CITY OF HOWELL

HOWELL AREA PARKS & RECREATION AUTHORITY

BY: _____

BY: _____

Nick Proctor

Sean Dunleavy

Its: Mayor

Its: Chairman

BY: _____

BY: _____

Jane Cartwright

Tim Church

Its: Clerk

Its: Executive Director

Approved by Howell City Council

Approved by Howell Area Parks & Recreation Authority

Date: _____

Date: _____

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: MIKE LUCE, DPW OPERATIONS MANAGER
DATE: APRIL 1, 2020
RE: RESOLUTION NO. 20-08, ARBOR DAY CELEBRATION

Please find attached Resolution No. 20-08 in observance of Arbor Day 2020. The City of Howell will be observing 32 consecutive years as a Tree City USA community and commemorating our 33rd annual Arbor Day celebration. This resolution is required as a part of the Tree City USA qualification.

This year the Arbor Day celebration unfortunately will have to be postponed due to the pandemic and school closures. Staff is planning to hold the celebration in the fall and make it the biggest and best one yet. ChemTrend Company of Howell has committed to sponsor this event for the next three years. In addition, The Family Tree Doctor, Spicer Group and Recycle Livingston are supporting sponsors and will have stations as well as the Police Department and Fire Authority. All are welcome to attend.

ACTION REQUESTED:

A motion to adopt Resolution No. 20-08 in observance of Arbor Day.

REVIEWED & APPROVED FOR SUBMISSION:

A handwritten signature in dark ink, appearing to read 'E. Suida', written in a cursive style.

Erv Suida,
Interim City Manager

Resolution No. 20-08

Arbor Day Proclamation

- Whereas,** In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and,
- Whereas,** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world; and,
- Whereas,** trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature , clean the air, produce oxygen, and provide habitat for wildlife; and,
- Whereas,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and,
- Whereas,** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and,
- Whereas,** trees, wherever they are planted, are a source of joy and spiritual renewal; and,
- Whereas,** Howell has been recognized as a Tree City USA by the National Arbor Day Foundation for 31 consecutive years and desires to continue its tree-planting practices.

Now Therefore Be It Resolved, that the Mayor & City Council of the City of Howell, do hereby proclaim April 24, 2020 as Arbor Day in the City of Howell, and express our appreciation to Chem-Trend for sponsoring the 2020 Arbor Day celebration; and,

Be It Further Resolved, that all citizens are urged to celebrate Arbor Day, support efforts to protect our trees and woodlands, and plant trees to gladden the heart and promote the well being of this and future generations.

Adopted this 6th day of April, 2020.

Nick Proctor, Mayor

Jane Cartwright, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of Resolution No. 20-08, adopted by the City Council of the City of Howell, Livingston County, Michigan, at a regular meeting held on the 6th day of April, 2020 and that the meeting was held and the minutes therefore were filed in compliance with Act No. 267 of the Public Acts of 1976.

IN WITNESS WHEREOF, I have hereto affixed my official signature this 6th day of April, 2020.

BY: Howell City Clerk

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: ERVIN SUIDA, INTERIM CITY MANAGER
DATE: MARCH 31, 2020
RE: RESOLUTIONS EXEMPTING FIRST RESPONDERS

Due to the outbreak of the Coronavirus and the current health crisis it has created, the House of Representatives adopted House Resolution 6201, Families First Coronavirus Response Act. While this act provides some assurance to the public as they deal with the potential illness, family and employment, it has a potential negative impact on the ability to provide emergency services in communities. Because of this and the need for our First Responders to continue to provide the critical services needed to our Community, we are recommending exempting the City of Howell emergency responders, the Howell Police Officers from those portions of this act.

These exemptions from the Family Medical Leave Expansion Act and the Emergency Paid Sick Leave Act have been recommended by the City of Howell Labor Attorney, are compliant with current law, and are needed in order to continue providing emergency response services in the City of Howell. Staff recommends that Mayor and Council adopt both resolutions exempting City Emergency Responders from the provisions under these Acts.

ACTION REQUESTED:

- 1) Motion to adopt Resolution 2020-09 exempting all emergency responders from the provisions of the Emergency Family Medical Leave Expansion Act.
- 2) Motion to adopt Resolution 2020-10 exempting all emergency responders from the provisions of the Emergency Paid Sick Leave Act.

RESOLUTION NO. 20-09
EXEMPTING CITY OF HOWELL EMERGENCY RESPONDERS
EMERGENCY FAMILY MEDICAL LEAVE EXPANSION ACT REGARDING COVID-19

Whereas, the novel coronavirus (COVID-19) is a respiratory disease that can result in serious illness or death that can easily spread from person to person; and,

Whereas, in response to the outbreak on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a Public health emergency; and,

Whereas, on March 10, 2020, Governor Gretchen Whitmer declared a state of emergency across the State of Michigan pursuant to Executive Order No. 2020-4, and,

Whereas, on March 13, 2020, President Donald Trump declared a national state of emergency due to the outbreak; and,

Whereas, in response to the present public health crisis, the House of Representatives adopted House Resolution 6201 establishing the Emergency Family Medical Leave Expansion Act; and,

Whereas, pursuant to the language in the statute which goes into effect on April 1, 2020, Section 3105, special rule for health care providers and emergency responders provides that employers of health care providers and emergency responders may elect to exclude such employees from the application of this provision and the amendments made under Section 3102 of this Act; and,

Whereas, additional protections have also been afforded to first responders because of the important and critical nature of their continued working and responding to duty during this emergency; and,

Whereas, the public safety of the residents of the City of Howell remains the critical concern at present and the necessity of acting in accordance with this special rule is in the best interests of the residents of the City of Howell.

NOW THEREFORE BE IT RESOLVED that the City of Howell has determined to exempt all emergency responders from the provisions of the Emergency Family Medical Leave Expansion Act.

Adopted by the Howell City Council April 6, 2020.

Nick Proctor, Mayor

Jane Cartwright, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of Resolution No. 20-09, adopted by the City Council of the City of Howell, Livingston County, Michigan, at a regular meeting held on the 6th day of April 2020 and that the meeting was held and the minutes therefore were filed in compliance with Act No. 267 of the Public Acts of 1976.

IN WITNESS WHEREOF, I have hereto affixed my official signature this 6th day of April, 2020.

BY: Howell City Clerk

RESOLUTION NO. 20-10
EXEMPTING CITY OF HOWELL EMERGENCY RESPONDERS
EMERGENCY PAID SICK LEAVE ACT REGARDING COVID-19

Whereas, the novel coronavirus (COVID-19) is a respiratory disease that can result in serious illness or death that can easily spread from person to person; and,

Whereas, in response to the outbreak on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a Public health emergency; and,

Whereas, on March 10, 2020, Governor Gretchen Whitmer declared a state of emergency across the State of Michigan pursuant to Executive Order No. 2020-4, and,

Whereas, on March 13, 2020, President Donald Trump declared a national state of emergency due to the outbreak; and,

Whereas, in response to the present public health crisis, the House of Representatives adopted House Resolution 6201 establishing the Emergency Family Medical Leave Expansion Act; and,

Whereas, pursuant to the language in the statute which goes into effect on April 1, 2020, Section 3105, special rule for health care providers and emergency responders provides that employers of health care providers and emergency responders may elect to exclude such employees from the application of this provision and the amendments made under Section 3102 of this Act; and,

Whereas, additional protections have also been afforded to first responders because of the important and critical nature of their continued working and responding to duty during this emergency; and,

Whereas, the public safety of the residents of the City of Howell remains the critical concern at present and the necessity of acting in accordance with this special rule is in the best interests of the residents of the City of Howell.

NOW THEREFORE BE IT RESOLVED that the City of Howell has determined to exempt all emergency responders from the provisions of the Emergency Paid Sick Leave Act.

Adopted by the Howell City Council April 6, 2020.

Nick Proctor, Mayor

Jane Cartwright, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of Resolution No. 20-10, adopted by the City Council of the City of Howell, Livingston County, Michigan, at a regular meeting held on the 6th day of April 2020 and that the meeting was held and the minutes therefore were filed in compliance with Act No. 267 of the Public Acts of 1976.

IN WITNESS WHEREOF, I have hereto affixed my official signature this 6th day of April, 2020.

BY: Howell City Clerk

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: ERVIN SUIDA, INTERIM CITY MANAGER
DATE: MARCH 31, 2020
RE: WATER SUPPLY SYSTEM REVENUE BOND ORDINANCE

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

Before you tonight is a letter from our Financial advisor, Patrick McGow of Miller Canfield and a prepared Ordinance to be adopted. The letter from Mr. McGow outlines the necessity and process required by the State of Michigan in order for the Michigan Finance Authority (MFA) to close on DWRF Bonds on June 12th. This along with the bid results, bid resolution, and tentative award will need to be submitted per the DWRF schedule no later than April 17, 2020. As pointed out in Mr. McGow's letter, this process is exactly the same as those DWRF loans in 2009, 2010 and 2011.

In order to continue moving the DWRF project plan forward Staff recommends adoption of Ordinance No. 933. Pursuant to the Revenue Bond Act, this ordinance may be adopted in one reading and the must be published in full in a newspaper of general circulation.

ACTION REQUESTED:

Motion to adopt Ordinance No. 933, an Ordinance to provide for the acquisition and construction of additions, extensions and improvements to the water supply system of the City of Howell.

Founded in 1852
by Sidney Davy Miller

MILLER CANFIELD

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MICHIGAN: Ann Arbor
Detroit • Grand Rapids
Kalamazoo • Lansing • Troy

FLORIDA: Tampa

ILLINOIS: Chicago

NEW YORK: New York

OHIO: Cincinnati • Cleveland

CANADA: Windsor

CHINA: Shanghai

MEXICO: Monterrey

POLAND: Gdynia
Warsaw • Wrocław

March 31, 2020

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

Re: City of Howell DWRP Bonds for Water Supply System Project

Dear Erv:

As we have discussed, I have enclosed an Ordinance authorizing the issuance of the above-captioned Water Supply System Revenue Bonds to be considered for approval by the City Council at its meeting on April 6th. The Bonds are to be sold through the Michigan Finance Authority's ("MFA") 3rd Quarter Drinking Water Revolving Fund Program scheduled to close on June 12th.

The Bond Ordinance authorizes the issuance of the Bonds in an amount not to exceed \$1,530,000 for the water projects, as the first issuance of Bonds under the Notice of Intent Resolution the City Council approved in June 2019 in the amount not to exceed \$10,000,000. The Ordinance provides flexibility for the actual size of the Bond issue to be reduced prior to closing based on the actual construction bids and final approved costs and the City is not required to draw the full amount authorized.

The Bond Ordinance authorizes the issuance of the Series 2020 Bonds, which are payable from the Net Revenues of the City's Water Supply System. The Bonds are expected to be sold to the MFA and payable in 20 annual principal installments at an interest rate of 2.00%. This is the same process that the City followed years ago for the Series 2009 Bonds, Series 2010 Bonds and Series 2011 Bonds which were issued and sold through the Drinking Water Revolving Fund program.

The Bonds are of equal standing as to the Net Revenues with the Series 2009 Bonds, Series 2010 Bonds and Series 2011 Bonds delivered through the Drinking Water Revolving Fund program and junior in standing as to the Net Revenues with any Senior Lien Bonds hereafter issued. The Ordinance also authorizes various City officials to take the necessary actions to execute and deliver the Bonds and all related documents, approve the final size of the Bonds and contains the necessary items required by the Revenue Bond Act, Act 94 of 1933. The Ordinance is similar in form to prior bond authorizing ordinances adopted by the City Council.

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

Ms. Erv Suida

-2-

March 31, 2020

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

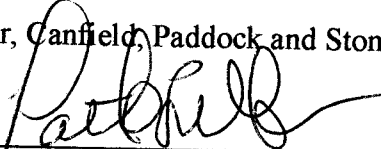
The Part III application with the construction bids and tentative contract approval is due on April 17th. The EGLE Order of Approval is expected to be issued on May 19th. There will be a conference call with MFA, EGLE and City officials on May 6th which we will participate in, to make final arrangements relating to the Bond terms. At that time, the final bond size will be determined and we will prepare the necessary documents to be signed by various City officials after that date regarding the sale and delivery of the Bonds. The closing for the Bonds will be June 12th and the City can begin requesting draws on the Bonds after that date.

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

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By:


Patrick F. McGow

Enclosure

Cc: Jane Cartwright
Catherine Stanislawski
Robert J. Bendzinski

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ORDINANCE NO. 933

CITY OF HOWELL

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

THE CITY OF HOWELL ORDAINS:

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

- (a) “Act 94” means Act 94, Public Acts of Michigan, 1933, as amended.
- (b) “Authority” means the Michigan Finance Authority or its successor.
- (c) “Authorized Officers” means the Mayor, the City Manager, the City Clerk and the City Treasurer of the Issuer.
- (d) “Bonds” means the Series 2020 Bonds, together with any additional bonds heretofore or hereafter issued of equal standing with the Series 2020 Bonds.
- (e) “EGLE” means the means the Michigan Department of Environment, Great Lakes, and Energy, or its successor.
- (f) “Engineers” means Hubbell, Roth and Clark, Inc., consulting engineers.
- (g) “Issuer” or “City” means the City of Howell, County of Livingston, State of Michigan.
- (h) “Outstanding Bonds” means the Outstanding Junior Lien Bonds.

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

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

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

(l) “Purchase Contract” means the Purchase Contract to be entered into between the Authority and the Issuer relating to the purchase by the Authority of the Series 2020 Bonds.

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

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

(o) “Series 2009 Bonds” means the Issuer’s Water Supply System Junior Lien Revenue Bond, Series 2009, in the outstanding principal amount of \$1,672,000.

(p) “Series 2010 Bonds” means the Issuer’s Water Supply System Junior Lien Revenue Bond, Series 2010, in the outstanding principal amount of \$1,733,000.

(q) “Series 2011 Bonds” means the Issuer’s Water Supply System Junior Lien Revenue Bond, Series 2011, in the outstanding principal amount of \$949,000.

(r) “Series 2020 Bonds” means the Issuer’s Water Supply System Junior Lien Revenue Bond, Series 2020, in the principal amount of not to exceed \$1,530,000 issued pursuant to this Ordinance.

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

any of the Bonds are to be called for redemption prior to maturity, irrevocable instructions to call the Bonds for redemption shall be given to the paying agent.

(t) “Supplemental Agreement” means the supplemental agreement among the Issuer, the Authority and EGLE relating to the Series 2020 Bonds.

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

Section 2. Necessity; Approval of Plans and Specifications. It is hereby determined to be a necessary public purpose of the Issuer to acquire and construct the Project in accordance with the plans and specifications prepared by the Engineers, which plans and specifications are hereby approved. The Project qualifies for the Drinking Water Revolving Fund financing program being administered by the EGLE and the Authority, whereby bonds of the Issuer are sold to the Authority and bear interest at a fixed rate of two percent (2.00%) per annum.

Section 3. Costs; Useful Life. The cost of the Project is estimated to be One Million Five Hundred Thirty Thousand Dollars (\$1,530,000), including the payment of incidental expenses as specified in Section 4 of this Ordinance, which estimate of cost is hereby approved and confirmed, and the period of usefulness of the Project is estimated to be not less than twenty-five (25) years.

Section 4. Payment of Cost; Bonds Authorized. To pay part of the cost of acquiring and constructing the Project, legal, engineering, financial and other expenses incident thereto and incident to the issuance and sale of the Series 2020 Bonds, the Issuer shall borrow the sum of not to exceed One Million Five Hundred Thirty Thousand Dollars (\$1,530,000), or such lesser amount as shall have been advanced to the Issuer pursuant to the Purchase Contract and the Supplemental Agreement, and issue the Series 2020 Bonds pursuant to the provisions of Act 94. The remaining cost of the Project, if any, shall be defrayed from Issuer funds on hand and legally available for such use.

Except as amended by or expressly provided to the contrary in this Ordinance, all of the provisions of the Prior Ordinances shall apply to the Series 2020 Bonds issued pursuant to this Ordinance, the same as though each of said provisions were repeated in this Ordinance in detail; the purpose of this Ordinance being to authorize the issuance of additional revenue bonds of equal standing and priority of lien as to the Net Revenues with the Junior Lien Bonds and of subordinate lien with respect to any Senior Lien Bonds to finance the cost of acquiring and constructing additions, extensions and improvements to the System; such purpose being authorized by the provisions of the Prior Ordinances, upon the conditions therein stated, which conditions have been fully met.

Section 5. Issuance of Series 2020 Bonds; Details. The Series 2020 Bonds of the Issuer, to be designated **WATER SUPPLY SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2020**, are authorized to be issued in the aggregate principal sum of not to exceed One Million Five Hundred Thirty Thousand Dollars (\$1,530,000) as finally determined by order of the EGLE for the purpose of paying part of the cost of the Project, including the costs incidental to the issuance, sale and delivery of the Series 2020 Bonds. The Series 2020 Bonds shall be Junior Lien Bonds payable out of the Net Revenues, as set forth more fully in Section 8 hereof, provided that the

Series 2020 Bonds shall be subordinate to the prior lien with respect to the Net Revenues in favor of any Senior Lien Bonds hereafter issued.

The Series 2020 Bonds shall be in the form of a single fully-registered, nonconvertible bond of the denomination of the full principal amount thereof, dated as of the date of delivery, payable in principal installments as finally determined by the order of the EGLE at the time of sale of the Series 2020 Bonds and approved by the Authority and an Authorized Officer. Principal installments of the Series 2020 Bonds shall be payable on April 1 of the years 2021 through 2040, inclusive, or such other payment dates as hereinafter provided. Interest on the Series 2020 Bonds shall be payable on April 1 and October 1 of each year, commencing October 1, 2020 or on such other interest payment dates as hereinafter provided. Final determination of the principal amount of and interest on the Series 2020 Bonds and the payment dates and amounts of principal installments of the Series 2020 Bonds shall be evidenced by execution of the Purchase Contract and each of the Authorized Officers is authorized and directed to execute and deliver the Purchase Contract when it is in final form and to make the determinations set forth above; provided, however, that the first principal installment shall be due no earlier than April 1, 2021 and the final principal installment shall be due no later than April 1, 2043 and that the total principal amount shall not exceed \$1,530,000.

The Series 2020 Bonds shall bear interest at a rate of two percent (2.00%) per annum on the par value thereof or such other rate as evidenced by execution of the Purchase Contract, but in any event not to exceed the rate permitted by law, and any Authorized Officers as shall be appropriate shall deliver the Series 2020 Bonds in accordance with the delivery instructions of the Authority.

The principal amount of the Series 2020 Bonds is expected to be drawn down by the Issuer periodically, and interest on principal amount shall accrue from the date such principal amount is drawn down by the Issuer.

The Series 2020 Bonds shall not be convertible or exchangeable into more than one fully-registered bond. Principal of and interest on the Series 2020 Bonds shall be payable as provided in the Series 2020 Bond form in this Ordinance.

The Series 2020 Bonds shall be subject to optional redemption by the Issuer with the prior written approval of the Authority and on such terms as may be required by the Authority.

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

Upon payment by the Issuer of all outstanding principal of and interest on the Series 2020 Bonds, the Authority shall deliver the Series 2020 Bonds to the Issuer for cancellation.

Section 6. Execution of Series 2020 Bonds. The Series 2020 Bonds shall be signed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk and shall have the corporate seal of the Issuer or a facsimile thereof impressed thereon. The Series 2020 Bonds bearing the manual signatures of the Mayor and the City Clerk sold to the Authority shall require no further authentication.

Section 7. Registration and Transfer. Any Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the transfer agent. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall execute and the transfer agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The transfer agent shall require payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer. The Issuer shall not be required (i) to issue, register the transfer of or exchange any Bond during a period beginning at the opening of business 15 days before the day of the giving of a notice of redemption of Bonds selected for redemption as described in the form of Series 2020 Bonds contained in Section 13 of this Ordinance and ending at the close of business on the day of that giving of notice, or (ii) to register the transfer of or exchange any Bond so selected for redemption in whole or in part, except the unredeemed portion of Bonds being redeemed in part. The Issuer shall give the transfer agent notice of call for redemption at least 20 days prior to the date notice of redemption is to be given.

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

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

Section 8. Payment of Series 2020 Bonds; Security; Priority of Lien. Principal of and interest on the Series 2020 Bonds shall be payable from the Net Revenues. There is hereby recognized the statutory lien upon the whole of the Net Revenues created by this Ordinance which shall be a lien that is equal in standing with the lien of the Outstanding Junior Lien Bonds created by the Prior Ordinances and junior and subordinate to the lien of any Senior Lien Bonds hereafter issued, to continue until payment in full of the principal of and interest on all Bonds payable from the Net Revenues, or until sufficient cash or Sufficient Government Obligations have been deposited in trust for payment in full of all Bonds of a series then outstanding, principal and interest on such Bonds to maturity, or, if called for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any. Upon deposit of cash or Sufficient

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

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

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

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

Section 12. Bond Proceeds. The proceeds of the sale of the Series 2020 Bonds as received by the Issuer shall be deposited in a separate account in a bank or banks qualified to act as depository of the proceeds of sale under the provisions of Section 15 of Act 94 designated WATER SUPPLY SYSTEM JUNIOR LIEN REVENUE BONDS CONSTRUCTION FUND (the "Construction Fund"). Moneys in the Construction Fund shall be applied solely in payment of the cost of the Project and any engineering, legal and other expenses incident thereto and to the financing thereof.

Section 13. Bond Form. The Series 2020 Bonds shall be in substantially the following form with such changes or completion as necessary or appropriate to give effect to the intent of this Ordinance and further subject to such modifications which may be required by the Michigan Attorney General and the Authority and approved by bond counsel:

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

CITY OF HOWELL

**WATER SUPPLY SYSTEM
JUNIOR LIEN REVENUE BOND, SERIES 2020**

REGISTERED OWNER: Michigan Finance Authority

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

DATE OF ORIGINAL ISSUE: _____, 2020

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

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

The Principal Amount shall be payable on the dates and in the annual principal installment amounts set forth on Schedule A attached hereto and made a part hereof, as such Schedule may be adjusted if less than \$_____ is disbursed to the City or if a portion of the Principal Amount is prepaid as provided below, with interest on said principal installments from the date each said installment is delivered to the holder hereof until paid at the rate of two percent (2.00%) per annum. Interest is first payable on October 1, 2020 and semiannually thereafter on the first day of April and October of each year, and principal is payable on the first day of April commencing April 1, 2021 and annually thereafter, as set forth in the Purchase Contract.

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

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

Additional Interest

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

For prompt payment of principal and interest on this bond, the City has irrevocably pledged the revenues of the Water Supply System of the City, including all appurtenances, extensions and improvements thereto (the "Water Supply System"), after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the "Net Revenues"), and a statutory lien thereon is hereby recognized and created which is of equal standing and priority of lien as to the prior lien of the City's Water Supply System Junior Lien Revenue Bond, Series 2009 (the "Series 2009 Bonds"), the City's Water Supply System Junior Lien Revenue Bond, Series 2010 (the "Series 2010 Bonds"), the City's Water Supply System Junior Lien Revenue Bond, Series 2011 (together with the Series 2009 Bonds and the Series 2010 Bonds, the "Outstanding Bonds").

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

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

This bond is a self-liquidating bond, payable, both as to principal and interest, solely and only from the Net Revenues of the Water Supply System. The principal of and interest on this bond are secured by the statutory lien hereinbefore mentioned.

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

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

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

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

CITY OF HOWELL
County of Livingston

State of Michigan

By _____
Its Mayor

(Seal)

Countersigned:

By _____
Its City Clerk

DEQ Project No.: 7462-01
 DEQ Approved Amt: \$1,530,000*
 Loan Amount Forgiven: (\$)
 Loan Amount to be Repaid: \$

SCHEDULE A

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

<u>Maturity Date</u>	<u>Principal Amount</u>
April 1, 2021	\$70,000
April 1, 2022	65,000
April 1, 2023	65,000
April 1, 2024	65,000
April 1, 2025	70,000
April 1, 2026	70,000
April 1, 2027	70,000
April 1, 2028	70,000
April 1, 2029	75,000
April 1, 2030	75,000
April 1, 2031	75,000
April 1, 2032	80,000
April 1, 2033	80,000
April 1, 2034	80,000
April 1, 2035	80,000
April 1, 2036	85,000
April 1, 2037	85,000
April 1, 2038	90,000
April 1, 2039	90,000
April 1, 2040	90,000

Interest on the bond shall accrue on that portion of principal disbursed by the Authority to the City which has not been forgiven pursuant to the Order from the date such portion is disbursed, until paid, at the rate of 2.00% per annum, payable October 1, 2020, and semi-annually thereafter.

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

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

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

If there is a default in the payment of the principal of or interest upon the Series 2020 Bonds, any court having jurisdiction in any proper action may appoint a receiver to administer and operate the System on behalf of the Issuer and under the direction of the court, and by and with the approval of the court to perform all of the duties of the officers of the Issuer more particularly set forth herein and in Act 94.

The holder or holders of the Series 2020 Bonds shall have all other rights and remedies given by Act 94 and law, for the payment and enforcement of the Series 2020 Bonds and the security therefor.

Section 15. Negotiated Sale; Application to EGLE and Authority; Execution of Documents. The Issuer determines that it is in the best interest of the Issuer to negotiate the sale of the Series 2020 Bonds to the Authority because the Drinking Water Revolving Fund financing program provides significant interest savings to the Issuer compared to competitive sale in the municipal bond market. The Authorized Officers are hereby authorized to make application to the Authority and to the EGLE for placement of the Series 2020 Bonds with the Authority. The actions taken by the Authorized Officers with respect to the Series 2020 Bonds prior to the adoption of this Ordinance are ratified and confirmed. The Authorized Officers are authorized to execute and deliver the Purchase Contract, the Supplemental Agreement and the Issuer's Certificate. Any Authorized Officers is further authorized to execute and deliver such contracts, documents and certificates as are necessary or advisable to qualify the Series 2020 Bonds for the Drinking Water Revolving Fund. Prior to the delivery of the Series 2020 Bonds to the Authority, any Authorized Officer is hereby authorized to make such changes to the form of the Series 2020 Bonds contained in Section 13 of this Ordinance as may be necessary to conform to the requirements of Act 227, Public Acts of Michigan 1985, as amended ("Act 227"), including, but not limited to changes in the principal maturity and interest payment dates and references to additional security required by Act 227.

Section 16. Covenant Regarding Tax Exempt Status of the Bonds. The Issuer shall, to the extent permitted by law, take all actions within its control necessary to maintain the exemption of the interest on the Series 2020 Bonds from general federal income taxation (as opposed to any alternative minimum or other indirect taxation) under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of Series 2020 Bonds proceeds and moneys deemed to be Bond proceeds.

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

Section 18. Approval of Bond Details. The Authorized Officers are each hereby authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 7a(1)(c) of Act 94, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters, provided that the principal amount of Series 2020 Bonds issued shall not exceed the principal amount authorized in this Ordinance, the interest rate per annum on the Series 2020 Bonds shall not exceed two percent (2.00%) per annum, and the Series 2020 Bonds shall mature in not more than twenty (20) annual installments.

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

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

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

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

ADOPTED AND SIGNED THIS 6th day of April, 2020.

Signed _____
Its Mayor

Signed _____
Its City Clerk

I HEREBY CERTIFY that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Howell, County of Livingston, State of Michigan, at a regular meeting held on the 6th day of April, 2020, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of 1976, Michigan, as temporarily modified by Governor Whitmer's Executive Order Nos. 2020-15 and 2020-21, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

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

and that the following Members were absent: _____.

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

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

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

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

Jane Cartwright
Its City Clerk

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: MATT DAVIS, INTERIM DPW SUPERINTENDENT
DATE: APRIL 1, 2020
RE: DWRF WATER TREATMENT PLANT IMPROVEMENTS

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

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

In August of 2019, City staff and HRC were authorized to complete the design and bid documents for Phase 1 (2020), the Water Treatment Plant Improvements project. The project was advertised for bid on February 28, 2020. On April 2, 2020, the City received and opened 6 proposals (one of which was incomplete), which ranged from a low of \$1,726,000.00 to a high of \$2,233,617.00. The low bidder for this project was Sorenson Gross Company of Flint, Michigan.

During the design phase of the project, additional work items were added to the project in hopes of achieving lower costs due to economy of scales. Unfortunately, we didn't see the reduced costs that we anticipated. As a result, it was decided to remove the siding replacement work from the project. By removing the siding replacement costs from the proposals, the bids ranged from a low of \$1,280,431.00 to a high of \$1,433,406.00. Sorenson Gross Company of Flint, Michigan remains the low bidder.

Reference checks have been very favorable from Communities in which Sorenson Gross Company performed similar work. Based on references and bid prices submitted, we recommend tentatively awarding this contract to Sorenson Gross Company of Flint, Michigan for a total amount of \$1,280,431.00, contingent upon successful financial arrangements with the DWRF.

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

ACTION REQUESTED:

A motion to adopt Resolution No. 20-11, to Tentatively Award a Construction Contract for Water System Improvements.

REVIEWED & APPROVED FOR SUBMISSION:

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

Erv Suida,
Interim City Manager

RESOLUTION NO. 20-11
A RESOLUTION TO TENTATIVELY AWARD
A CONSTRUCTION CONTRACT FOR WATER SYSTEM IMPROVEMENTS

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

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

WHEREAS, the City of Howell has sought and received construction bids for the proposed improvements and has received a low bid in the amount of \$1,280,431.00 from Sorenson Gross Company; and,

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

NOW THEREFORE BE IT RESOLVED, that the City of Howell tentatively awards the contract for construction of the proposed water system improvements project to Sorenson Gross Company, contingent upon successful financial arrangements with the DWRf.

Yeas:

Nays:

Abstain:

Absent:

I certify that the above Resolution was adopted by the Howell City Council on April 6, 2020.

BY: _____

Name and Title

Signature

Date

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of Resolution No. 20-11, adopted by the City Council of the City of Howell, Livingston County, Michigan, at a regular meeting held on the 6th day of April, 2020 and that the meeting was held and the minutes therefore were filed in compliance with Act No. 267 of the Public Acts of 1976.

IN WITNESS WHEREOF, I have hereto affixed my official signature this 6th day of April, 2020.

BY: Howell City Clerk

CITY OF HOWELL
MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: ERVIN SUIDA, INTERIM CITY MANAGER
DATE: MARCH 31, 2020
RE: WWTP SRF PROJECT COST SHARING AGREEMENTS

At the March 9, 2020 Council meeting Staff provided two separate agreements for cost sharing between the City of Howell, Marion Township and PEPSI. Both of these agreements are a result of years of discussions and meetings with all the parties involved, including our Engineer and Legal consultants. Since March 9, 2020 staff has finalized the agreements and is prepared to recommend entering into each agreement pending approval and signature from the other Parties. It is our understanding that both parties are comfortable with the agreements and will get them executed as soon as possible. The current national crisis has unfortunately resulted in us taking action prior to their approval and signature.

To keep the project on track Staff is recommending approval of both Cost Sharing agreements pending approval and signature by Marion Township and PEPSI. This would keep us on track with the SRF loan closing scheduled for August of this year.

ACTION REQUESTED:

1). Motion to execute the Cost Sharing Agreement with Bottling Group LLC, operating as PEPSI BEVERAGES Co., a Delaware limited liability company of White Plains, New York contingent upon them signing the agreement as to form and content.

2). Motion to execute the Cost Sharing Agreement with Marion Township, contingent upon them signing the agreement as to form and content.



**HOWELL
MICHIGAN**

528 W. Grand River Ave. • Howell, MI 48843

DENNIS L. PERKINS
City Attorney

(517) 546-6623 • FAX: (517) 546-6718

April 2, 2020

Erv Suida
Howell Interim City Manager
611 E. Grand River Avenue
Howell, MI 48843

RE: City of Howell/Marion Township WWTP Agreement

Dear Erv:

I am enclosing for your review what I believe to be the last draft of the above agreement, Draft 12. It takes into account the comments of the Marion Township Board and Mike Arens. For ease of reference for staff and City Council, I have numbered the lines for easy review. The Exhibits to the agreement have been attached, except for Exhibit B. I've referenced Council to the City's web site for this document since it is 270 pages long. However, the Plan will be attached to the original agreements once executed by the City and Township. I have been informed by Supervisor Hanvey that the Township Board will be meeting on April 9, 2020 to approve the agreement.

Should you have any problems or questions, please feel free to contact my office.

Sincerely yours,



Dennis L. Perkins

DLP/

Enclosures

cc Mike Spitler
Matt Davis

**WASTEWATER TREATMENT PLANT UPGRADE
AND TREATMENT SERVICE AGREEMENT**

THIS AGREEMENT is entered into by and between the CITY OF HOWELL, MICHIGAN, a Michigan home rule city with offices at 611 E. Grand River Avenue, Howell, Michigan 48843 (the “City”), and the BOTTLING GROUP, LLC, OPERATING AS PEPSI BEVERAGES COMPANY, a Delaware limited liability company, with its principal office at 1111 Westchester Avenue, White Plains, New York, 10604 (“Pepsi”).

WITNESSETH:

WHEREAS,

The City owns and operates a wastewater treatment system (the “Wastewater Treatment System”) consisting of the City of Howell Wastewater Treatment Plant located at 1191 South Michigan Avenue, Howell, Michigan (the “City WWTP”) and a sewage collection system (the “City Collection System”); and

The City WWTP treats the wastewater discharges from the entire City of Howell as well as portions of Marion Township. All collected wastewater is received at the City WWTP, treated, and continuously discharged to the Marion-Genoa Drain as authorized by the City WWTP’s National Pollution Discharge Elimination System (“NPDES”) permit; and

The City WWTP has a permitted annual average daily flow rating of 2.45 MGD and is currently operating at an average daily flow rate of approximately 1.3 MGD; and

The City has established an industrial pretreatment program (“IPP”) as required by the City WWTP’s NPDES permit. Pepsi is the City’s largest nondomestic user subject to the City’s IPP; and

The City WWTP currently provides wastewater treatment service for discharges of wastewater from Pepsi’s production facilities located at 755 McPherson Park Drive, Howell, Michigan (the “Premises”) pursuant to two Significant Industrial Sanitary Sewer User Discharge Permits issued by the City to Pepsi (Permit Nos. 2016/150 and 2016/175) (the “Discharge Permits”).

TERMS, CONDITIONS, AND REQUIREMENTS

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement and the terms, conditions, and requirements set forth below, the Parties agree as follows:

1. **BACKGROUND AND CONTEXT OF AGREEMENT**

A. Pepsi discharges three different wastewater streams to the City WWTP through three separate connections to the City Collection System: (1) MBR process wastewater under Permit No. 2016/150; (2) clear water from the in-plant ingredient reverse osmosis water treatment system under Permit No. 2016/175; and (3) residential quality sanitary wastewater from the on-premises restrooms, water fountains, and breakroom under the City Sewer Use Ordinance.

B. Pepsi's MBR process wastewater discharged to the City WWTP from the Premises is currently biologically pretreated by Pepsi on-site. However, Pepsi wishes to discontinue this on-site pretreatment and instead discharge all of its MBR process wastewater with pH adjustment only to the City WWTP for treatment by the City. The clear water from the Pepsi's in-plant ingredient reverse osmosis water treatment system and the sanitary wastewater from the on-site restrooms, water fountains, and breakroom would continue to be discharged from the Premises to the City WWTP without on-site pretreatment.

C. With on-site pretreatment, and with Pepsi's current bottling production in operation, Pepsi has the potential for discharging a total of 2,200 lbs/day of BOD5 loading from the Pepsi Premises to the City WWTP. Pepsi's discontinuance of its on-site biological pretreatment would ultimately result in potentially significant BOD5 and Phosphorus (T) loadings (lbs/day) (excluding the sanitary wastewater) being discharged from the Pepsi Premises to the City WWTP.

D. Because the City WWTP currently receives Pepsi's pretreated wastewater, untreated clear water, and untreated sanitary wastewater, the flow rate from the Premises to the City WWTP would not increase from current flow rates due to Pepsi's proposed discontinuance of on-site pretreatment.

E. The City is under contractual obligation pursuant to the "City of Howell-Marion Township Wastewater Treatment Contract" (the "Howell-Marion Township WTC") to provide wastewater treatment service to Marion Township at a rate of 0.884 MGD, or approximately 36% of the City WWTP's rated 2.45 MGD average daily flow. Flow from Marion Township currently accounts for only about 12% of the daily average influent flow of 1.3 MGD. However, it is expected that flows from Marion Township to the City WWTP will increase over time as the Township's sewer system is built out to eventually reach the full contracted capacity.

F. Unless the City first makes certain improvements to the City WWTP, the City WWTP will be unable to accept the increased discharges of BOD5 and Phosphorus (T) loadings from Pepsi and provide the wastewater treatment service requested by Pepsi, while fully providing

to Marion Township the City's contractual wastewater treatment service capacity as set forth in the Howell-Marion Township WTC.

G. In addition to the Pepsi proposal and the contractual obligations to Marion Township under the Howell-Marion WTC, there are other facilities at the City WWTP recently described as part of the City's Asset Management Plan that will require replacement or rehabilitation within the next 20 years in order to continue to provide proper treatment of the City WWTP's discharge to the Marion-Genoa Drain.

H. In recognition of these and other City WWTP needs, the City's consulting engineers, Hubbell, Roth & Clark, Inc. ("HRC") prepared at the City's request a "Project Plan For Wastewater Treatment Plant Upgrades" (the "Project Plan") to recommend improvements to the City WWTP.

I. The Project Plan's selected alternative recommended a two-year, single-phase project including improvements to the City WWTP's existing primary tanks, final clarifiers, and aeration tanks; construction of a new aeration tank and conversion to biological nutrient removal; expansion of the UV disinfection system and headworks building; solids dewatering improvements including the construction of a new solids dewatering building; and general improvements to the infrastructure and facilities at the City WWTP. All of the improvements and upgrades as recommended by the Project Plan would be made on the existing location of the City WWTP. (No improvements to the existing City Collection System were currently planned.)

J. As estimated by the Project Plan, the total capital costs of the Improvements for the selected alternative would be \$14,660,000. The proposed cost sharing for the capital costs as provided by the Project Plan was as follows:

Pepsi contribution - \$4,000,000 (fixed).

Marion Township contribution – 32.46% of remaining (\$3,460,236)

City contribution – 67.54% of remaining (\$7,199,764)

K. The Project Plan recommended that the City submit the Project Plan to the State of Michigan in application for a low-interest loan (expected to be approximately 2.50% or less) under the State Revolving Fund (SRF)/Strategic Water Quality Initiatives Fund (SWQIF) Loan Program.

L. On May 20, 2019, the City adopted "Notice of Intent Resolution No. 19-13, Sewage Disposal System Revenue Bonds, Series 2019 (State Revolving Fund Project) for an amount not to exceed \$16.5 million."

M. On June 10, 2019, the City formally adopted by resolution the Project Plan and agreed to implement the selected alternative (Resolution No. 19-15). Resolution No. 19-15 also authorized submittal of the Project Plan as the first step in applying to the State for a State Revolving Fund Loan to assist in the implementation of the selected alternative.

N. A copy of the Project Plan as adopted by the City pursuant to Resolution No. 19-15 is attached to this Agreement as Exhibit A.

O. The Project Plan was submitted to the State before the July 1, 2019 deadline as required to be on the project priority list for the fiscal year 2020 (October 1, 2019 to September 30, 2020).

P. If the SRF loan applied for by the City is approved, the City would repay the State of Michigan the amounts obtained through the SRF over a period of 20 years.

Q. The Howell-Marion Township WTC provides that the Township is responsible for paying a portion of the costs of any improvements at the WWTP.

R. There will also be Design Engineering Costs associated with the City WWTP Improvements as recommended by the Project Plan. On June 24, 2019, the City Council accepted the Design Engineering proposal prepared by HRC, dated May 31, 2019 (“HRC DE Proposal”). The HRC DE Proposal included a Design Budget of \$1,113,844.00. The City Council also approved on June 24, 2019 a cost sharing approach for the Design Budget to be paid upfront and not included in the SRF loan (but eligible to be reimbursed from bond proceeds), as follows:

Pepsi’s Share of Design Engineering Costs – 27.2% (\$302,966)
Marion Township’s Share of Design Engineering Costs – 23.5% (\$261,753)
City’s Share of Design Engineering Costs – 49.3% (\$549,125)

$(\$302,966 + \$261,753 + \$549,125 = \$1,113,844.00)$

S. The City and Pepsi are entering this Agreement to set forth the terms, conditions, and requirements applicable to the payment by Pepsi of Pepsi’s share of the Capital Costs and Design Engineering Costs for the Improvements to the City WWTP and associated with the provision by the City of Wastewater Treatment Services for discharges from the Pepsi Premises to the Wastewater Treatment System.

T. The terms, conditions, and requirements applicable to the payment by Marion Township of the Township’s share of the Capital Costs and Design Engineering Costs for the

Improvements to the City WWTP associated with the Township's discharges to the City WWTP are covered by a separate agreement entered into between the City and Marion Township.

2. UNDERTAKING

A. The City hereby agrees to construct the Improvements to the City WWTP, provide Wastewater Treatment Service for Pepsi's discharges to the Wastewater Treatment System, and to perform the other terms, conditions, and obligations as provided by this Agreement. Pepsi agrees to pay its share of the Capital Costs and Design Engineering Costs for the Improvements to the City WWTP, and to perform the other terms, conditions, and requirements as provided by this Agreement.

B. All actions undertaken by the City and by Pepsi in meeting the terms, conditions, and requirements set forth in this Agreement shall be performed in compliance with Good Utility Practices and Applicable Legal Requirements, whether or not so specifically stated in connection with a specific term, condition, or requirement.

3. CITY WWTP IMPROVEMENTS TO BE CONSTRUCTED

The City agrees to construct the City WWTP capital improvements (the "Improvements") in accordance with the terms, conditions, and requirements of this Agreement.

4. PEPSI'S PAYMENT FOR CAPITAL IMPROVEMENTS

A. Pepsi shall pay to the City a capital improvement cost in the total fixed amount of \$4,000,000 plus any applicable accrued interest ("Pepsi's Total Fixed Capital Improvement Amount").

B. Pepsi's Total Fixed Capital Improvement Amount includes Pepsi's share of the Design Engineering Costs (as set forth in Paragraph 5 of this Agreement). Pepsi's share of the Design Engineering Costs shall be paid by Pepsi in the amount and according to the schedule as provided by Paragraph 5 of this Agreement.

C. The remaining balance of Pepsi's Total Fixed Capital Improvement Amount (Pepsi's Total Fixed Capital Improvement Amount minus Pepsi's share of the Design Engineering Costs) including principal and interest shall be paid by Pepsi in annual installments over a period of 10 years as set forth in the "Pepsi Repayment Schedule For Pepsi's Total Fixed Capital Improvement Amount" attached to this Agreement as Exhibit C.

D. The total principal and interest payments as set forth in Exhibit C (\$4,430,644.67) shall be paid by Pepsi no later than October 1, 2030.

E. All payments made by Pepsi as provided by this Paragraph 4 shall be by check or electronic transfer made payable to the City Treasurer and delivered to the City Treasurer's office at 611 E. Grand River, Howell, Michigan.

F. All payments by Pepsi to the City under this Paragraph 4 are due by the dates set forth in Exhibit C. A penalty of 2% of the amount due will be assessed for each additional month, or part thereof, that any amount due remains unpaid.

G. Pepsi may prepay all or any part of the amounts set forth in Exhibit C at any time without penalty.

H. Notwithstanding any provision of this Agreement to the contrary, Pepsi shall not be obligated nor have any duty to discharge any wastewater into the City's Wastewater Treatment System during the effective term of this Agreement. However, whether or not Pepsi continues to discharge any wastewater into the Wastewater Treatment System, Pepsi shall remain obligated to fully and timely pay all amounts for Capital Costs as required by this Agreement.

I. This Paragraph 4 ("Pepsi's Payment For Capital Improvements") and Pepsi's obligations to fully and timely pay the amounts set forth in Exhibit C shall survive the termination of this Agreement.

5. PAYMENT OF PEPSI'S SHARE OF DESIGN ENGINEERING COSTS

A. The HRC DE Proposal approved by the City includes a Design Budget of \$1,113,844.00 (not to be exceeded without the City's prior approval).

B. The cost sharing approach for the Design Budget approved by the City is as follows:

Pepsi's Share of Design Engineering Costs – 27.2% (\$302,966)
Marion Township's Share of Design Engineering Costs – 23.5% (\$261,753)
City's Share of Design Engineering Costs – 49.3% (\$549,125)

(\$302,966 + \$261,753 + \$549,125 = \$1,113,844.00)

C. Pepsi agrees to pay its 27.2% share of the Design Engineering Costs in the amount of \$302,966.

D. Pepsi shall pay this amount (\$302,966) to the City in full within 45 days of the effective date of this Agreement by check made payable to the City Treasurer and delivered to the City Treasurer's office at 611 E. Grand River, Howell, Michigan.

E. All payments by Pepsi to the City under this Paragraph 5 are due within the time stated herein. A penalty of 2% of the amount due will be assessed for each additional month, or part thereof, that any amount remains unpaid.

6. COSTS – IN GENERAL

A. Pepsi's share of the \$14,660,000 capital costs of the Improvements for the selected alternative as estimated by the Project Plan is fixed at \$4,000,000 plus any applicable accrued interest as provided by Paragraph 4 of this Agreement (Pepsi's Total Fixed Capital Improvement Amount).

- (1) If the total capital costs of the Improvements for the selected alternative as estimated by the Project Plan ultimately exceed \$14,660,000, Pepsi's fixed share of those costs (Pepsi's Total Fixed Capital Improvement Amount; \$4,000,000 plus interest) shall not be increased and any costs for the Improvements in excess of \$14,660,000 shall be shared by the City and Marion Township as provided by separate agreement negotiated between the City and Marion Township.
- (2) If the total capital costs of the Improvements for the selected alternative as estimated by the Project Plan are ultimately less than \$14,660,000, Pepsi's fixed share of those costs (Pepsi's Total Fixed Capital Improvement Amount; \$4,000,000 plus interest) shall not be decreased and the benefit of any cost amounts less than \$14,660,000 shall be shared by the City and Marion Township as provided by separate agreement negotiated between the City and Marion Township.

B. Notwithstanding any other provision of this Agreement:

- (1) If there are additional capital costs for improvements to the City WWTP to pay for improvements that are different than or in addition to the Improvements for the selected alternative as provided by the Project Plan, and such different or additional improvements are determined necessary by the City to provide Wastewater Treatment Service to Pepsi, Pepsi's obligation to pay for any additional costs associated with such different or additional improvements shall be as provided by separate agreement negotiated between the City and Pepsi.

- (2) If improvements different than or additional to the Improvements that are provided for by this Agreement are subsequently made to the City Wastewater Treatment System at Pepsi's request to meet Pepsi's specific Wastewater Treatment Service needs beyond the BOD5 and/or Phosphorus (T) maximum loading limits as provided by Paragraph 8(A)(1) of this Agreement, those additional improvements shall to that extent be paid for solely by Pepsi.
 - (3) If the City incurs any new bonded indebtedness to provide Wastewater Treatment Service to Pepsi to meet Pepsi's specific needs beyond the BOD5 and/or Phosphorus (T) maximum loading limits as provided by Paragraph 8(A)(1), and the new bonded indebtedness has been authorized by Pepsi and incurred on Pepsi's behalf, Pepsi shall be obligated to pay to the City Pepsi's proportionate share of such new indebtedness until the debt under any such bond has been fully paid.
- C. The provisions of Paragraph 6(B) shall survive the termination of this Agreement.

7. TREATMENT OF PEPSI WASTEWATER – PRIOR TO IMPROVEMENTS AND MAHL

Until the City WWTP Improvements that will be constructed by the City as provided by this Agreement are completed and in operation and a new MAHL study has been completed and approved by EGLE, the City shall provide Wastewater Treatment Service for Pepsi Wastewater in accordance with the discharge limits, pretreatment standards, and pretreatment requirements applicable to Pepsi Wastewater flow and other pollutant parameters (including, but not limited to BOD5 and Phosphorus (T)) as specified by Pepsi's Current Discharge Permits and by the City's Sewer Use Ordinance.

8. TREATMENT OF PEPSI WASTEWATER – AFTER IMPROVEMENTS AND MAHL

When the City WWTP Improvements are completed and in operation and a new MAHL study has been completed and approved by EGLE, the City shall provide Wastewater Treatment Service for Pepsi Wastewater in accordance the following provisions and as otherwise provided by this Agreement:

A. Treatment of Pepsi Wastewater – BOD5 And Phosphorus (T) Maximum Loadings.

- (1) For BOD5 and Phosphorus (T), the total maximum loadings discharged by Pepsi to the City Wastewater Treatment System shall not exceed the following:
 - (a) Discharges of BOD5 shall not exceed a Weekly Average Maximum Loading of 3,500 lbs/day; and
 - (b) Discharges of Phosphorus (T) shall not exceed a Daily Maximum Loading of 15 lbs/day (beyond the normal allowed domestic strength loading); provided that Pepsi shall discharge Phosphorus (T) simultaneously with a corresponding average amount of BOD5 (2,000 lbs/day +/-) to maintain the proper ratio of BOD5 to Phosphorus (T) required for the successful performance of the City WWTP's activated sludge BNR treatment process.
- (2) The new maximum BOD5 and Phosphorus (T) loading limitations provided by Paragraph 8(A)(1) of this Agreement shall be set forth in Pepsi's Discharge Permits as modified, revised, and/or reissued to Pepsi by the City after the City WWTP Improvements are completed and in operation and a new MAHL study has been completed and approved by EGLE (the "Revised Discharge Permits"). The new maximum BOD5 and Phosphorus (T) loading limitations in Pepsi's Revised Discharge Permits shall also be subject to review and approval by EGLE.
- (3) Pepsi's Revised Discharge Permits may contain other new terms, conditions, and requirements applicable to Pepsi's discharges of BOD5 and Phosphorus (T) at the new higher levels, including, but not limited to, requirements that the loadings will need to be equalized and kept consistent by Pepsi at all times. These new terms, conditions, and requirements shall be determined and developed by the City consistent with Good Utility Practices and Applicable Legal Requirements.
- (4) Pepsi shall continue to biologically pretreat and shall not increase its BOD5 and Phosphorus (T) loadings above current loading levels allowed as of the effective date of this Agreement until the City WWTP Improvements are completed and in operation, a new MAHL study has been completed and approved by EGLE, and Revised Discharge Permits have been issued to Pepsi by the City.
- (5) The increase in BOD5 and Phosphorus (T) maximum loadings made available by the City to Pepsi as provided by this Agreement means only that the City agrees to

accept, provide treatment, and dispose of wastewater discharges from the Pepsi Premises to the Wastewater Treatment System in the amounts specified by this Paragraph 8(A)(1) and subject to the terms, conditions, and requirements of this Agreement.

B. Treatment of Pepsi Wastewater – Flow and Other Pollutant Parameters.

- (1) The discharge limits and pretreatment standards and requirements applicable to Pepsi Wastewater flow and pollutant parameters other than BOD5 and Phosphorus (T) shall be as specified by Pepsi's Revised Discharge Permits issued by the City after the City WWTP Improvements are completed and in operation and a new MAHL study has been completed and approved by EGLE.
- (2) These new discharge limits, pretreatment standards, and pretreatment requirements in the Revised Discharge Permits shall be determined and developed by the City consistent with Good Utility Practices and Applicable Legal Requirements.

C. Availability of Wastewater Treatment Service Capacity.

The City is not obligated under this Agreement to set aside or leave unused any Wastewater Treatment Service Capacity in the City WWTP. However, the City shall take all reasonable actions, consistent with Good Utility Practices and Applicable Legal Requirements, to ensure that the City WWTP has sufficient Wastewater Treatment Capacity to enable Pepsi to discharge Pepsi Wastewater in amounts, when needed, up to the BOD5 and Phosphorus (T) maximum loading limits as provided by Paragraph 8(A)(1), above.

D. Changes in Limits.

- (1) Temporary or permanent changes in the BOD5 and Phosphorus (T) maximum loading limits as provided by Paragraph 8(A)(1) of this Agreement may occur due to such factors as weather conditions, temporary operational challenges at the City WWTP, equipment or facility failures at the City WWTP, changes in Applicable Legal Requirements, or a change in the City WWTP's MAHL.
- (2) The City will take all reasonable measures to prevent or minimize such changes in those limits, consistent with Good Utility Practices and Applicable Legal Requirements. To the extent such changes in the limits are not reasonably avoidable, the City shall consult with Pepsi about the needed changes and their expected duration and shall collaborate with Pepsi as to how the changes could be

imposed to minimize adverse impacts on Pepsi's operations. If such collaboration fails to find a way to otherwise impose the changes, and to the extent that the need for the changes are not caused by the City's failure to act consistently with Good Utility Practices and Applicable Legal Requirements, the City shall apply the changes proportionally to all users of the Wastewater Treatment System, so that Pepsi is affected proportionally the same as all other users.

E. Future Reevaluation of Discharge Limits.

After the City WWTP Improvements are completed and in operation for a period of two or more years, the Parties agree without any commitment to do so that the City Wastewater Treatment Service Capacity and/or Pepsi's Wastewater Treatment Service needs may be reevaluated for purposes of making any appropriate adjustments to Pepsi's maximum discharge limits, including, but not limited to BOD5 and Phosphorus (T), as mutually agreed to by the Parties.

9. WASTEWATER TREATMENT SERVICE RATES AND CHARGES; SURCHARGES

A. Charges for Wastewater Treatment Services.

The rate to be charged by the City to Pepsi for Wastewater Treatment Services provided by the City pursuant to this Agreement shall be the same as the wastewater treatment service rate applicable to an equivalent user of the City Wastewater Treatment System located within the City and shall be determined in accordance with the wastewater treatment service rate methodology as established by the City from time-to-time. These charges shall be in addition to the amounts paid by Pepsi for capital improvements and design engineering costs as provided by Paragraphs 4 and 5 of this Agreement.

B. Adjustments of Rates, Fees, and Charges.

Wastewater Treatment Service rates, and other fees and charges applicable to the discharges of Pepsi Wastewater shall be adjusted by the City at the same times and on the same basis as adjustments made by the City that are applicable to equivalent City users.

C. Surcharges.

Discharges of Pepsi Wastewater that exceed the surcharge discharge thresholds as provided by the City Sewer Use Ordinance or as otherwise established from time-to-time by the City shall be subject to surcharge at the same surcharge rates that are applicable to equivalent users located

within the City; provided that the surcharge rate applicable to BOD5 and Phosphorus (T) shall be held constant by the City for 3 years after the City WWTP Improvements are completed and in operation, a new MAHL study has been completed and approved by EGLE, and Revised Discharge Permits have been issued to Pepsi by the City.

**10. ACCEPTANCE, TREATMENT, AND DISPOSAL OF DISCHARGES –
ADDITIONAL MISCELLANEOUS TERMS, REQUIREMENTS, AND
CONDITIONS**

- A. All discharges must originate wholly from within the Pepsi Premises.
- B. Notwithstanding any other provision of this Agreement, all discharges from the Pepsi Premises to the Wastewater Treatment System shall be subject to and fully comply with all Applicable Legal Requirements, including, but not limited to, Pepsi's Discharge Permits and the general and specific discharge prohibitions and limits as provided by the City Sewer Use Ordinance.
- C. Compliance with discharge limits applicable to Pepsi's Wastewater shall be determined at the locations as specified in Pepsi's Discharge Permits, except as otherwise required by the City. The City may require control structures and necessary measuring and sampling devices of a type and at the locations approved by the City as determined necessary by the City to ensure that the strength and quality of the Pepsi Wastewater discharges into the City Wastewater Treatment System is accurately and representatively measured. All such required structures and devices shall be provided, purchased, installed, calibrated, and maintained (or repaired or replaced, as needed) by the City at no cost to the City.
- D. All exceedances of applicable discharge prohibitions and limitations and all instances of noncompliance with applicable discharge requirements shall be governed by the City Sewer Use Ordinance, and if determined by the City to be a violation of the City Sewer Use Ordinance, shall be subject to applicable fines, penalties and other enforcement actions provided by the Ordinance, and shall be subject to any terms and conditions provided by this Agreement. In no case shall the imposition of a surcharge for a discharge which does not meet the applicable prohibitions, limitations or requirements be construed as authorizing the illegal discharge or otherwise excuse a violation of the City Sewer Use Ordinance or a failure to comply with any term or condition of this Agreement.
- E. Nothing in this Agreement shall operate or be construed to nullify, conflict with, or prevent the full application of any provision of the City Sewer Use Ordinance, IPP regulations, or Pepsi's Discharge Permits to any discharge from the Pepsi Premises to the Wastewater Treatment

System or to limit in any way the City's power, authority, and discretion to administer and enforce its Sewer Use Ordinance, IPP regulations, Pepsi's Discharge Permits, and other Applicable Legal Requirements with respect to Pepsi's discharges.

F. The City may refuse to accept and/or may terminate any discharge from the Pepsi Premises (or from any portion thereof) to the Wastewater Treatment System, including, but not limited to, any of the following circumstances, as determined by the City in accordance with Applicable Legal Requirements:

- (1) Pepsi has failed or refused to pay all or any portion of charges, costs, penalties, fees, or other amounts due and payable to the City after receiving a 30-day written notice to cure from the City;
- (2) Pepsi has failed or refused to comply with any provision of the City Sewer Use Ordinance, a user discharge permit, or with any notice, order or determination made or issued under the City Sewer Use Ordinance, consistent with the notice of violation and order procedures and requirements under the City Sewer Use Ordinance, including, but not limited to, applicable administrative appeal procedures;
- (3) The discharge from the Pepsi Premises to the Wastewater Discharge System contains pollutants, substances or constituents of a type or in a quantity that may cause or contribute to a violation of the general or specific discharge prohibitions of the City Sewer Use Ordinance consistent with the notice of violation and order procedures and requirements under the City Sewer Use Ordinance, including, but not limited to, applicable administrative appeal procedures;
- (4) The City's failure or refusal to accept all or any portion of the discharge is due to circumstances constituting a Force Majeure as provided by this Agreement; or
- (5) For such other reasons determined by the City as provided by other provisions of this Agreement or required by applicable local, state or federal laws or regulations.

G. If Pepsi causes or creates a discharge that violates any provision of the City Sewer Use Ordinance or IPP regulations (or any notice, order, permit, decision or determination promulgated, issued or made thereunder); produces a deposit, odors, or obstruction or otherwise damages or impairs the Wastewater Treatment System; or causes or contributes to a violation of any local, state or federal law governing the Wastewater Treatment System, Pepsi shall be liable to the full extent provided by law and shall fully reimburse the City for all costs, expenses, losses

or damages (direct or indirect) payable or incurred by the City as a result of any such discharge, deposit, obstruction, damage, impairment, violation, exceedance or noncompliance. The costs that must be reimbursed to the City shall include, but shall not be limited to, all those provided for in the City's Sewer Use Ordinance and otherwise provided by law which include, but shall not be limited to, all of the following as provided by law:

- (1) All reasonable costs and expenses incurred by the City in responding to the violation or discharge, including, expenses for any cleaning, repair or replacement work, and the costs of sampling, monitoring, and treatment, as a result of the discharge, violation, exceedance or noncompliance.
- (2) All reasonable costs and expenses to the City of monitoring, surveillance, and enforcement in connection with investigating, verifying, and prosecuting (administratively or judicially, and civilly and/or criminally) any discharge, violation, exceedance or noncompliance.
- (3) The full amount of any costs, expenses, fines, assessments, penalties, claims, and damages, (direct or indirect), including natural resource damages, levied against the City or any City representative, by any governmental agency or third party as a result of a violation of the City's NPDES Permit (or a violation of any other applicable law or regulation) that is caused by or contributed to by any discharge, violation, exceedance or noncompliance.
- (4) The full value of any City staff time (including any required overtime), consultant and engineering fees, and actual attorney fees and defense costs (including the City Attorney and any special legal counsel), associated with responding to, investigating, verifying, and prosecuting any discharge, violation, exceedance or noncompliance or otherwise enforcing the requirements of this Ordinance.

Further, the City is authorized to correct any violation by Pepsi of its Sewer Use Ordinance, or damage or impairment to the Wastewater Treatment System caused by Pepsi's discharge and to bill Pepsi for the amounts to be reimbursed to the City as required by law. The costs reimbursable to the City by Pepsi under this Paragraph shall be in addition to charges, surcharges, fees, amounts or other costs and expenses required to be paid by Pepsi under other Paragraphs of this Agreement.

H. Nothing in this Agreement shall be deemed to prohibit the City from imposing additional charges or increasing rates and charges on any User as determined necessary by the City to raise funds to operate, construct, replace and maintain the Wastewater Treatment System and to

pay the costs of issuance of and the principal, interest and premium, if any, on bonds issued by the City to finance the construction of such improvements.

11. TRANSFER OR SALE BY PEPSI OF WASTEWATER TREATMENT SERVICE CAPACITY PROHIBITED

The increase in BOD5 and Phosphorus (T) maximum loadings that Pepsi will be able to discharge to the City WWTP as provided by Paragraph 8(A)(1) of this Agreement is made available solely to Pepsi for use by Pepsi only and only in connection with discharges from the Pepsi Premises. No portion of the BOD5 and/or Phosphorus (T) capacity provided to Pepsi may be sold, leased, or assigned to, reallocated to, or used by or in connection with, a new or different owner, operator, user, person, or premises without the prior written approval of the City, and subject to any conditions of approval as determined necessary and appropriate by the City.

12. OWNERSHIP, ADMINISTRATION, AND OPERATION AND MAINTENANCE OF WASTEWATER TREATMENT SYSTEM

A. The City shall own the Wastewater Treatment System and shall be the permittee of the NPDES Permit issued with respect to the Wastewater Treatment System.

B. The City shall administer the Wastewater Treatment System and shall make all rate making, policy setting, and Wastewater Treatment Service Capacity allocation decisions applicable to the Wastewater Treatment System in accordance with Applicable Legal Requirements.

C. The City shall operate and maintain the Wastewater Treatment System in accordance and compliance with Applicable Legal Requirements.

D. Nothing in this Agreement is intended to, nor shall anything in this Agreement be construed to, transfer or affect in any way the City's ownership, operation, or control of the Wastewater Treatment System (or any portion thereof), the Wastewater Treatment Service, or the Wastewater Treatment Service Capacity.

13. FORCE MAJEURE EXCUSED LIABILITY

A. The City shall be excused from any breach of this Agreement and from any liability or damage if caused by a Force Majeure, subject to the provisions and requirements of this Paragraph.

B. The City shall perform the requirements of this Agreement fully and within the time limits established herein, unless performance is prevented or delayed by events which constitute a “Force Majeure” event. Any delay in the performance attributable to a “Force Majeure” event shall not be deemed a violation of the City’s obligations under this Agreement.

C. If claiming a Force Majeure event, the City shall notify Pepsi by telephone within 24 hours of discovering any “Force Majeure” event which causes a delay in its compliance with this Agreement. Telephone notice shall be followed by written notice within 10 calendar days and shall describe in detail the anticipated length of delay, the precise cause or causes of delay, the measures taken by the City to prevent or minimize the delay, and the timetable by which those measures shall be implemented. The City shall adopt all reasonable measures to avoid or minimize any such delay.

D. If the Parties agree that the delay or anticipated delay was excused by the occurrence of a Force Majeure event, the delay shall not be deemed a violation of the City’s obligations of this Agreement, and the City shall be allowed such additional time for performance as necessary to compensate for the Force Majeure event. In no event shall the additional time be longer than the duration of the Force Majeure event.

14. OPERATING LIABILITY

The City does not guarantee uninterrupted service and shall not be liable to Pepsi or other person, firm or corporation for injuries or damages caused by such interruptions whether caused by defects in original construction, cave-ins, accidents, repairs or other causes except as specifically provided by law; nor shall the City be liable to Pepsi or other person, firm or corporation for injuries or damages that may be sustained by reason of the failure of the Wastewater Treatment System or for injuries or damages to persons or property arising, accruing or resulting from the use of the Wastewater Treatment System or from any apparatus or appurtenance in connection therewith.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, except that it is the express intention of the Parties hereto that this Agreement shall not be construed to be a requirements contract within the purview of the Uniform Commercial Code.

16. RELATIONSHIP OF PARTIES

Nothing under this Agreement and no action taken pursuant hereto shall cause the City and Pepsi to be treated as a partnership, joint venture, association, or other common entity.

17. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective representatives and successors.

18. SAVING CLAUSE

If any part of this Agreement is held by a Court of competent jurisdiction to be illegal or unenforceable, such event shall not be deemed to affect the validity of any other portion hereof. Any such holding materially affecting the commitments herein may be the subject of further negotiations for purpose of legally revising the consideration involved.

19. EFFECTIVE DATE; AGREEMENT CONDITIONAL

This Agreement shall not be effective unless and until the date when all of the following conditions has been satisfied (or waived in whole or in part) in the sole discretion of the City:

A. The Agreement has been signed by authorized representatives of both the City and Pepsi as set forth below.

B. By no later than April 1, 2020, the City and Marion Township have entered into a separate agreement applicable to the payment by Marion Township of the Township's share of the Capital Costs and Design Engineering Costs for the Improvements to the City WWTP associated with the Township's discharges to the City WWTP.

C. By no later than August 8, 2020, the City's application for a low-interest loan under the State Revolving Fund (SRF)/Strategic Water Quality Initiatives Fund (SWQIF) Loan Program is approved.

20. TERMINATION

A. This Agreement shall remain in full force and effect for a period of 10 years from the execution date which it bears unless sooner terminated by consent of all of the Parties or by any Party because of a breach by another Party of a material provision or undertaking herein,

provided, however, that no termination shall be made because of such a breach until after the expiration of 6 months following a written notice of such breach to the offending Party by the other Party, which notice shall provide an opportunity to cure the breach and specify how in the opinion of the non-offending Party the breach can be corrected.

B. This Agreement shall automatically renew for successive 5-year renewal periods unless, at least 1 year before the expiration of its initial term or any renewal period, either Party notifies the other Party in writing of its intent not to renew this Agreement, or unless previously terminated as provided by Paragraph 20(A).

C. The termination of this Agreement shall not relieve either Party or other person from any fines, penalties, costs, proceedings, or other liabilities or obligations arising under Applicable Legal Requirements.

D. At the end of the first 10-year period of this Agreement Pepsi will have paid the amounts for Capital Improvements and Design Engineering Costs as provided by Paragraphs 4 and 5 of this Agreement to enable Pepsi to discharge to the City's Wastewater Treatment System without on-site biological pretreatment as provided by Paragraph 1 of this Agreement. Except as otherwise provided by Paragraph 6(B) of this Agreement, Pepsi will thereafter continue to have the ability to discharge to the City's Wastewater Treatment System without biological pretreatment consistent with Paragraph 8 of this Agreement without further capital charges. Pepsi will continue to be required to pay charges for wastewater treatment services and surcharges at the same rates applicable to equivalent users of the City Wastewater Treatment System located within the City determined in accordance with the wastewater treatment service rate methodology as established by the City from time-to-time.

21. DEFINITIONS

For purposes of this Agreement, the following terms are defined to mean as follows:

“Applicable Legal Requirements” means all applicable local, state, and federal laws, regulations, and rules applicable to wastewater characteristics, collection, treatment service, disposal, pretreatment, and control including, but not limited to, the City Sewer Use Ordinance; the terms, conditions, and requirements of any notice, order, permit, decision or determination promulgated, issued or made under the City Sewer Use Ordinance; the WWTP's NPDES Permit; the Federal Water Pollution Control Act (the “Clean Water Act”), as amended, 33 USC 1251, et seq.; the General Pretreatment Regulations (40 CFR Part 403); Part 31 of Act 451 of the Public Acts of Michigan of 1994, MCL §§ 324.3101 et seq., as amended (“Water Resources Protection”); and the rules,

Michigan Administrative Code, R 323.2301 et seq., as amended, promulgated pursuant to Sections 3103, 3106, and 3109 of Part 31 of Act 451 of the Public Acts of Michigan of 1994, as amended (“Pretreatment”); final orders of any state or federal courts of competent jurisdiction; and final orders or determinations of local, state, or federal agencies or officials of competent jurisdiction.

“As amended” means as amended from time-to-time.

“BOD5” means the quantity of dissolved oxygen used in the biochemical oxidation of organic matter under standard laboratory procedure in 5 days at 20 degrees C., expressed in terms of weight and concentration (milligrams per liter).

“Capital Costs” means the costs to purchase and construct the City WWTP Improvements. As estimated by the Project Plan, the total capital costs of the Improvements for the selected alternative will be \$14,660,000.

“City” means the City of Howell, Livingston County, Michigan, and the City’s designated representatives as authorized by law.

“City Council” means the City Council of the City of Howell.

“City Sewer Use Ordinance” means Chapter 1042 (“Sewers”) and Chapter 1043 (“Industrial Wastewater Pretreatment Regulations”) of Title 4 (“Utilities”) of Part Ten (“Streets, Utilities and Public Services Code”) of the Howell City Code, as amended.

“City Collection System” means all of the sewers, force mains, intercepting sewers, pipes and other conveyances, lift stations, and pumps, along with any metering devices and other equipment and facilities, owned, operated, maintained, and controlled by the City and that are primarily installed to receive discharges of wastewater and pollutants from users for collection and conveyance to the City WWTP.

“City WWTP” means City of Howell Wastewater Treatment Plant located at 1191 South Michigan Avenue, Howell, Michigan. The City WWTP is owned, operated, and controlled by the City, and includes all devices, processes, facilities and systems used in the storage, treatment, recycling or reclamation of wastewater, sewage sludge, and biosolids, exclusive of the City Collection System.

“Current Discharge Permits” means Permit No. 2016/150 that covers the discharges to the City WWTP from Pepsi’s MBR Pretreatment Facility located at 755 McPherson Park

Drive, Howell, Michigan, as amended; and Permit No. 2016/175 that covers the discharges to the City WWTP from Pepsi's Reverse Osmosis Water Treatment System located at 730 Isbell Street, Howell, Michigan, as amended.

“Daily Maximum Loading” means the total daily mass of a pollutant parameter in the Pepsi Wastewater discharged to the City WWTP expressed in terms of the number of pounds per calendar day that shall not be exceeded on any single calendar day (24-hours) as otherwise provided by Pepsi's Discharge Permits. **“Calendar Day”** means the full 24-hour period beginning at 12 o'clock midnight of a day and ending at 12 o'clock midnight of the following day.

“Design Budget” means the budget for design of the Improvements as set forth in the HRC DE Proposal.

“Design Engineering Costs” means the costs to design the City WWTP Improvements as set forth in the Design Budget of the HRC DE Proposal. The Design Engineering Costs are a part of, and not additional to, the total capital costs of the Improvements for the selected alternative in the amount of \$14,660,000 and are eligible to be reimbursed from SRF bond proceeds.

“Discharge Permits” means the Significant Industrial Sanitary Sewer User Discharge Permits that the City has issued (or subsequently issues) to Pepsi under the authority of the City Sewer Use Ordinance.

“EGLE” means Michigan Department of Environment, Great Lakes, and Energy. EGLE was formally known as the Michigan Department of Environmental Quality (MDEQ).

“Force Majeure” is defined as an occurrence or nonoccurrence arising from causes beyond the reasonable control of and without the fault of the City, and which could not be avoided or overcome by the City's exercise of reasonable due diligence, including, but not limited to, acts of God, fire, explosion, flood, earthquake, and other natural disasters or extreme acts of nature, strikes, work stoppages, civil unrest, terrorism, war, rebellion, riot, acts of civil or military authority, acts of vandalism or other violence.

“Good Utility Practices” means any of the practices, methods and acts engaged in or approved by a significant portion of comparable publicly owned treatment works systems during the relevant time period, or other practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result consistent with reliability, safety,

expedition, Applicable Legal Requirements, and at reasonable cost; the term Good Utility Practices is not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to constitute a spectrum of acceptable practices, methods or acts generally accepted by comparable publicly owned treatment works systems.

“HRC DE Proposal” means Design Engineering proposal prepared by HRC, dated May 31, 2019, approved by the City on June 24, 2019. A copy of the HRC DE Proposal is attached to this Agreement as Exhibit B.

“Improvements” means the improvements to the City WWTP as specifically described in the Project Plan, including but not limited to improvements to existing primary tanks, final clarifiers, and aeration tanks; construction of a new aeration tank and blower building; expansion of the UV disinfection system and headworks building; solids dewatering improvements including the construction of a new solids dewatering building; and general improvements to the infrastructure and facilities at the City WWTP.

“lbs/day” means pounds per day.

“MAHL” means maximum allowable headworks loading. It is the estimated maximum loading of a pollutant that can be received at a wastewater treatment plant’s headworks without causing pass through or interference, as determined by a MAHL study conducted by a qualified engineer and, to the extent required by Applicable Legal Requirements, accepted and/or approved by EGLE.

“MGD” means million gallons per day.

“Party” means the City or Pepsi, individually.

“Parties” means the City and Pepsi, collectively.

“Pepsi” means the Bottling Group, LLC, operating as Pepsi Beverages Company; and Pepsi’s authorized representatives.

“Pepsi Premises” means the Pepsi Bottling Group property and facilities located at located at 755 McPherson Park Drive, Howell, Michigan, as more particularly shown and described in Pepsi’s Discharge Permits, including all land, buildings, structures, or other physical improvements.

“Pepsi’s Total Fixed Capital Improvement Amount” means the total fixed amount of capital improvement costs that Pepsi agrees to pay the City (\$4,000.000 plus any applicable accrued interest) as provided by Paragraph 4 of this Agreement. Pepsi’s Total Fixed Capital Improvement Amount includes Pepsi’s share of the Design Engineering Costs as provided by Paragraph 5 of this Agreement.

“Phosphorus (T)” means the total phosphorus content of a sample including all of the orthophosphates and condensed phosphates, both soluble and insoluble, and organic and inorganic species, and referred to in Standard Methods as total phosphorus.

“Pollutant Parameter” means a pollutant listed in Pepsi’s Discharge Permits as modified, revised, and/or reissued to Pepsi by the City.

“Project Plan” means the “Project Plan For Wastewater Treatment Plant Upgrades” adopted by the City on June 10, 2019 by Resolution No. 19-15. A copy of the Project Plan as adopted by the City is attached to this Agreement as Exhibit A.

“Pepsi Wastewater” means any and all waste, wastewater, effluent, inflow, infiltration, or pollutants, originating solely and completely from the Pepsi Premises and discharged into the Wastewater Treatment System.

“Revised Discharge Permits” means Pepsi’s Discharge Permits as modified, revised, and/or reissued to Pepsi by the City after the City WWTP Improvements are completed and in operation and a new MAHL study has been completed and approved by EGLE, as provided by this Agreement.

“Surcharge” means an additional charge made by the City for the treatment of wastewater containing pollutants in excess of specified concentrations, loadings or other applicable limits as specified by the City Sewer Use Ordinance or as otherwise established from time-to-time by the City.

“Wastewater Treatment Service” means the acceptance for treatment by the City of discharges from the Pepsi Premises to the Wastewater Treatment System in compliance with Applicable Legal Requirements and the terms, conditions, and requirements of this Agreement.

“Wastewater Treatment Service Capacity” means the ability of the Wastewater Treatment System, as determined by the City, to accept and treat Wastewater (i.e., to provide Wastewater Treatment Service), expressed in terms of flow and/or strength

consistent with the Wastewater Treatment System’s design and condition, and in compliance with Applicable Legal Requirements and the terms, conditions, and requirements of this Agreement.

“Wastewater Treatment System” means the complete wastewater disposal system and treatment works, including all portions thereof that are owned, operated, and controlled by the City including the City WWTP and the City Collection System).

“Weekly Average Maximum Loading” means the maximum Weekly Average loading in Pepsi’s discharge that shall not be exceeded for any calendar week. “Weekly Average” means the sum of the daily loadings of a pollutant determined during a calendar week, divided by the total number of days that daily loadings were determined for the pollutant during that calendar week. A “calendar week” consists of 7 consecutive days, Sunday through Saturday. The daily loadings that are added for each pollutant shall be single numbers for single calendar days for all days during the calendar week for which analyses were obtained for each pollutant (whether by Pepsi or the City), but the loadings may be based upon a sample or samples taken over either all or part of that day and upon single or multiple analyses for that day, as determined appropriate or required by the City.

22. ENTIRE AGREEMENT

This Agreement constitutes the final, entire and exclusive agreement of the Parties with respect to the subject matter addressed, and supersedes all prior communications, understandings and agreements relating to the subject matter, whether oral or written. Nothing in this Agreement shall limit the ability of the Parties to negotiate amendments to this Agreement, provided that except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided. Nothing in this Agreement is intended to nor should it be construed to create any rights in any persons or entities that are not a party to this Agreement.

23. CONSTRUCTION AND INTERPRETATION

The construction and interpretation of this Agreement shall be governed by the following:

A. Both parties were represented by legal counsel specially retained for purposes of this Agreement and both parties and their legal counsel had a part in drafting this Agreement. Therefore, it is to be construed as mutually drafted.

B. The paragraph headings and captions are for reference only and shall not affect the interpretation of this Agreement.

C. The “WHEREAS” recitals and the exhibits are incorporated into and are made integral parts of this Agreement.

D. The interpretation of this Agreement shall not be affected by any course of dealing between the Parties.

24. PROVISIONS THAT SURVIVE TERMINATION.

A. Any provision of this Agreement which expressly provides that it shall survive termination of this Agreement shall continue to bind that Parties notwithstanding termination or expiration of the Agreement as provided herein.

B. In addition, the following Paragraphs shall survive and continue to bind the Parties beyond termination of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature: 11 (“Transfer Or Sale By Pepsi Of Wastewater Treatment Service Capacity Prohibited.”); 14 (“Operating Liability”); 15 (“Governing Law”); 16 (“Relationship Of Parties”); 18 (“Saving Clause”); 22 (“Entire Agreement”); 23 (“Construction And Interpretation”); and 24 (“Provisions That Survive Termination”).

[Document continued on next page.]

*City of Howell – Bottling Group, LLC
Wastewater Treatment Plant Upgrade and Treatment
Service Agreement*

IN WITNESS WHEREOF, this Agreement is signed and delivered by authority of the Howell City Commission and Bottling Group, LLC, given on the dates set forth below.

CITY OF HOWELL, MICHIGAN,
a municipal corporation

In the presence of:

By _____

Mayor, _____

In the presence of:

By _____

City Clerk, _____

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

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

Notary Public, Livingston County, MI
My commission expires:

[Document continued on next page.]

*City of Howell – Bottling Group, LLC
Wastewater Treatment Plant Upgrade and Treatment
Service Agreement*

BOTTLING GROUP, LLC,

a Delaware limited liability company,

In the presence of:

_____ By _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____ of Bottling Group, LLC, for and on behalf of Bottling Group, LLC.

Notary Public, _____ County, ____
My commission expires: _____

[End of Document Except For Exhibits]

**WASTEWATER TREATMENT PLANT UPGRADE
AND TREATMENT SERVICE AGREEMENT**

THIS AGREEMENT is entered into by and between the CITY OF HOWELL, MICHIGAN, a Michigan Home rule city with offices at 611 E. Grand River Avenue, Howell, Michigan 48843 (hereinafter the "City"), and the TOWNSHIP OF MARION, COUNTY OF LIVINGSTON, a Michigan Municipal Corporation with offices at 2877 Coon Lake Road, Howell, MI 48843 (hereinafter the "Township").

WHEREAS,

- A. The City owns and operates a wastewater treatment system (the "Wastewater Treatment System") consisting of the City of Howell Wastewater Treatment Plant located at 1191 South Michigan Avenue, Howell, Michigan (the "City WWTP") and a sewage collection system (the "City Collection System").
- B. The City WWTP treats the wastewater discharges from the entire City of Howell as well as portions of the Township. All collected wastewater is received at the City WWTP, treated, and continuously discharged to the Marion-Genoa Drain as authorized by the City WWTP's National Pollution Discharge Elimination System ("NPDES") permit.
- C. The City WWTP has a permitted annual average daily flow rating of 2.45 MGD and is currently operating at an average daily flow rate of approximately 1.40 MGD.
- D. The City is under a contractual obligation pursuant to the "City of Howell-Marion Township Wastewater Treatment Contract" (the "Howell-Marion Township WTC") dated June 30, 1997, as amended on October 8, 2001 and March 7, 2005, to provide wastewater treatment service to Township at a rate of 0.884 MGD, or approximately 36.08% of the City WWTP's rated 2.45 MGD average daily flow. Flow from The Township currently accounts for only about 12.14% of the daily average influent flow of 1.40 MGD. However, it is expected that flows from the Township to the City WWTP will increase over time as the Township's sewer system is built out to eventually reach the full contracted capacity. A copy of all agreements dated June 30, 1997, October 8, 2001 and March 7, 2005 are all attached, in seriatim as Exhibit A.
- E. The WWTP was upgraded in 2001 pursuant to the Howell-Marion Township WTC. Since then, many of its components have become obsolete, deteriorated or failing and are in need of replacement or rehabilitation. Also, some existing WWTP processes are deficient and in need of upgrade, including headworks (due to inadequate capacity during wet weather high flows) and sludge management (due to severe limitations on land application of sludge). These needs are detailed in prior-year and current project plans (dated March 2010 and updated October 2015, August 2016 and April 2019), as developed at the City's request by its consulting engineer, Hubbell, Roth & Clark, Inc. ("HRC"). Said replacements, rehabilitation or improvements are included in the City's Asset Management Plan and are

1 necessary for the WWTP to provide proper sewage treatment, and to remain compliant
2 with its NPDES Permit.
3

- 4 F. Insufficient funds exist in the City's WWTP Capital Replacement Account to pay for said
5 replacement, rehabilitation or improvement work. Further, the Howell-Marion Township
6 WTC does not address the allocation of costs between the parties for funding of major
7 replacement, rehabilitation or non-capacity-related improvement work if sufficient funds
8 do not exist in Howell's WWTP Capital Replacement Account. These circumstances
9 obligate the parties hereto to negotiate a funding agreement separate from the Howell-
10 Marion Township WTC for allocation of costs between the parties hereto for said work, if
11 it is to be undertaken.
12
- 13 G. The parties hereto recognize that failure to address needed replacements, rehabilitation or
14 improvements may cause major adverse impacts to the parties hereto and their customers,
15 in the event of WWTP's failure or violation of its NPDES Permit.
16
- 17 H. Over the course of the last several years, the Pepsi Bottling Group, LLC of Howell, MI
18 (Pepsi), the City's largest nondomestic wastewater customer, began discussions with the
19 City regarding a proposal for Pepsi to discontinue its on-site biological pretreatment of
20 process wastewater (which discharges into the City Collection System), in exchange for
21 Pepsi's funding WWTP upgrades needed to treat Pepsi's un-pretreated wastewater, and to
22 provide other WWTP improvements.
23
- 24 I. Said WWTP upgrades and improvements will be necessary to treat the increased waste
25 strength of Pepsi's un-pretreated waste and to assure that WWTP capacity will not be
26 impaired, in particular with respect to the City's wastewater treatment capacity obligations
27 under the Howell-Marion Township WTC. Upgrades will include replacing the existing
28 activated sludge process with a high-efficiency biological nutrient removal process, and
29 improving the aeration and sludge dewatering systems. No change of wastewater flow rate
30 will result from acceptance of Pepsi's un-pretreated waste from Pepsi. The current HRC
31 project plan includes said Pepsi proposal.
32
- 33 J. The parties hereto recognize that funding from Pepsi in the amount proposed will help pay
34 for needed WWTP improvements (particularly including solids dewatering system and
35 other work) that must otherwise be funded solely by the parties hereto. Further, these
36 improvements will provide WWTP operational efficiencies that will result in long-term
37 economic benefits to the parties hereto and their customers, required replacement and
38 rehabilitation based upon the City's Asset Management Plan. All improvements will allow
39 the City to provide proper treatment of the City's WWTP discharge to the Marion-Genoa
40 drain.
41
- 42 K. The Capital Improvement and Rate Advisory Board (CIRAB) is authorized by the Howell-
43 Marion Township WTC and includes representatives of the parties hereto. The CIRAB
44 has considered the HRC project plans throughout their development, has confirmed the

1 need for the work under the project plan, and has approved a cost-sharing proposal for
2 project costs between the parties on March 18, 2019
3

4 L. The current Project Plan's selected alternative recommended a two-year, single-phase
5 project including improvements to the City WWTP's existing primary tanks, final
6 clarifiers, and aeration tanks; construction of a new aeration tank and conversion to
7 biological nutrient removal; expansion of the UV disinfection system and headworks
8 building; solids dewatering improvements including the construction of a new solids
9 dewatering building; and general improvements to the infrastructure and facilities at the
10 City WWTP. All of the improvements and upgrades as recommended by the Project Plan
11 would be made on the existing location of the City WWTP. (No improvements to the
12 existing City Collection System are currently planned.)
13

14 M. As estimated by the Project Plan, the total estimated capital costs of the Improvements for
15 the selected alternative would be \$14,660,700. The proposed or estimated cost sharing for
16 the capital costs as provided by the Project Plan ~~was~~ **is** as follows:
17

18 Pepsi's share is \$4,000,000.00 (fixed).

19 Township's share is 32.46% of the remaining \$10,660,700.00 or \$3,460,590.463.00

20 City's share is 67.54% of the remaining \$10,660,700.00 or \$7,200,237.00
21

22 $(\$4,000,000.00 + \$3,460,463.00 + \$7,200,237.00 = \$14,660,700)$
23

24 The parties agree that the costs set forth in this Paragraph M are estimates only, and that
25 the total actual costs of the Improvements could increase or decrease, based upon the results
26 of final competitive bidding for the Project. Actual costs to the parties will be based on the
27 percentages given in this Paragraph M.
28

29 N. The Project Plan recommended that the City submit the Project Plan to the State of
30 Michigan in application for a low-interest loan (expected to be approximately 2.50% or
31 less) under the State Revolving Fund (SRF)/Strategic Water Quality Initiatives Fund
32 (SWQIF) Loan Program.
33

34 O. On May 20, 2019, the City adopted "Notice of Intent Resolution No. 19-13, Sewage
35 Disposal System Revenue Bonds, Series 2019 (State Revolving Fund Project) for an
36 amount not to exceed \$16.5 million."
37

38 P. On June 10, 2019, the City formally adopted by resolution the Project Plan and agreed to
39 implement the selected alternative (Resolution No. 19-15). Resolution No. 19-15 also
40 authorized submittal of the Project Plan as the first step in applying to the State for a State
41 Revolving Fund Loan to assist in the implementation of the selected alternative.
42

43 Q. A copy of the Project Plan as adopted by the City pursuant to Resolution No. 19-15 is
44 attached to this Agreement as Exhibit B.

- 1
2 R. The Project Plan was submitted to the State before the July 1, 2019 deadline as required to
3 be on the project priority list for the fiscal year 2020 (October 1, 2019 to September 30,
4 2020).
5
6 S. If the SRF loan applied for by the City is approved, the City would repay the State of
7 Michigan the amounts obtained through the SRF over a period of 20 years.
8
9 T. In a nonbinding letter of intent from Pepsi to the City dated July 21, 2017, Pepsi indicated
10 it desired to negotiate and enter into with the City a definitive wastewater treatment service
11 agreement similar to the terms outlined in the letter of intent, including payment of capital
12 costs to retrofit the City WWTP to accept and treat a total of 3,500 lbs/day of additional
13 BOD5 loading, payment schedules, and other details related to its proposal to discontinue
14 pretreatment of its process wastewater discharged to the City WWTP as referenced above
15 in this Agreement.
16
17 U. The Howell-Marion Township WTC provides that the Township is responsible for paying
18 a portion of the costs of any improvements at the WWTP.
19
20 V. There will also be Design Engineering Costs associated with the City WWTP
21 Improvements as recommended by the Project Plan. On June 24, 2019, the City Council
22 accepted the Design Engineering proposal prepared by HRC, dated May 31, 2019 ("HRC
23 DE Proposal"). The HRC DE Proposal included a Design Budget of \$1,113,844.00. The
24 City Council also approved on June 24, 2019 a cost sharing approach for the Design Budget
25 to be paid upfront and not included in the SRF loan (but eligible to be reimbursed from
26 SRF loan proceeds), as follows:
27
28 Pepsi's Share of Design Engineering Costs 27.29% (\$303,968.00)
29 Township's Share of Design Engineering Costs 23.60% (\$262,867.00)
30 City's Share of Design Engineering Costs 49.11% (\$547,009.00)
31
32 $= \$302,968 + \$262,867 + \$547,009 = \$1,113,844.00$
33
34 The costs, above, will not be financed through the Design Budget but will be paid in cash
35 and otherwise reimbursed from bond proceeds once received by the City from the State of
36 Michigan.
37
38 W. The City and the Township are entering this Agreement to set forth the terms, conditions,
39 and requirements applicable to the payment by the Township of the Township's share of
40 the Capital Costs, and Design Engineering Costs and certain out of pocket expenses for the
41 Improvements to the City WWTP and associated with the provision by the City of
42 Wastewater Treatment Services for discharges from the Township to the Wastewater
43 Treatment System.
44

- 1 X. The terms, conditions, and requirements applicable to the payment by Pepsi's of Pepsi's
2 share of the Capital Costs and Design Engineering Costs for the Improvements to the City
3 WWTP associated with Pepsi's discharges to the City WWTP are covered by a separate
4 agreement entered into between the City and Pepsi.
5

6 **TERMS, CONDITIONS, AND REQUIREMENTS**

7

8 NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement
9 and the terms, conditions, and requirements set forth below, the Parties agree as follows:
10

11 **1. DEFINITIONS**

12

13 For purposes of this Agreement, the following terms are defined to mean as follows:
14

15 **"Applicable Legal Requirements"** means all applicable local, state, and federal laws,
16 regulations, and rules applicable to wastewater characteristics, collection, treatment
17 service, disposal, pretreatment, and control including, but not limited to, the City Sewer
18 Use Ordinance; the terms, conditions, and requirements of any notice, order, permit,
19 decision or determination promulgated, issued or made under the City Sewer Use
20 Ordinance; the WWTP's NPDES Permit; the Federal Water Pollution Control Act (the
21 "Clean Water Act"), as amended, 33 USC 1251, et seq.; the General Pretreatment
22 Regulations (40 CFR Part 403); Part 31 of Act 451 of the Public Acts of Michigan of 1994,
23 MCL §§ 324.3101 et seq., as amended ("Water Resources Protection"); and the rules,
24 Michigan Administrative Code, R 323.2301 et seq., as amended, promulgated pursuant to
25 Sections 3103, 3106, and 3109 of Part 31 of Act 451 of the Public Acts of Michigan of
26 1994, as amended ("Pretreatment"); final orders of any state or federal courts of competent
27 jurisdiction; and final orders or determinations of local, state, or federal agencies or
28 officials of competent jurisdiction.
29

30 **"As amended"** means as amended from time-to-time.
31

32 **"BOD5"** means the quantity of dissolved oxygen used in the biochemical oxidation of
33 organic matter under standard laboratory procedure in 5 days at 20 degrees C., expressed
34 in terms of weight and concentration (milligrams per liter).
35

36 **"Capital Costs"** means the costs to purchase and construct the City WWTP Improvements.
37

38 **"City"** means the City of Howell, Livingston County, Michigan, and the City's designated
39 representatives as authorized by law.
40

41 **"City Council"** means the City Council of the City of Howell.
42

1 **“City Sewer Use Ordinance”** means Chapter 1042 (“Sewers”) and Chapter 1043
2 (“Industrial Wastewater Pretreatment Regulations”) of Title 4 (“Utilities”) of Part Ten
3 (“Streets, Utilities and Public Services Code”) of the Howell City Code, as amended.
4

5 **“City Collection System”** means all of the sewers, force mains, intercepting sewers, pipes
6 and other conveyances, lift stations, and pumps, along with any metering devices and other
7 equipment and facilities, owned, operated, maintained, and controlled by the City and that
8 are primarily installed to receive discharges of wastewater and pollutants from users for
9 collection and conveyance to the City WWTP.
10

11 **“City WWTP”** means City of Howell Wastewater Treatment Plant located at 1191 South
12 Michigan Avenue, Howell, Michigan. The City WWTP is owned, operated, and controlled
13 by the City, and includes all devices, processes, facilities and systems used in the storage,
14 treatment, recycling or reclamation of wastewater, sewage sludge, and biosolids, exclusive
15 of the City Collection System.
16

17 **“Design Budget”** means the budget for design of the Improvements as set forth in the HRC
18 DE Proposal.
19

20 **“Design Engineering Costs”** means the costs to design the City WWTP Improvements as
21 set forth in the Design Budget of the HRC DE Proposal. The Design Engineering Costs are
22 a part of, and not additional to, the total capital costs of the Improvements for the selected
23 alternative in the amount of \$14,660,700 and are eligible to be reimbursed from SRF bond
24 proceeds.
25

26 **“EGLE”** means Michigan Department of Environment, Great Lakes, and Energy. EGLE
27 was formally known as the Michigan Department of Environmental Quality (MDEQ).
28

29 **“Force Majeure”** is defined as an occurrence or nonoccurrence arising from causes
30 beyond the reasonable control of and without the fault of the City, and which could not be
31 avoided or overcome by the City’s exercise of reasonable due diligence, including, but not
32 limited to, acts of God, fire, explosion, flood, earthquake, and other natural disasters or
33 extreme acts of nature, strikes, work stoppages, civil unrest, terrorism, war, rebellion, riot,
34 acts of civil or military authority, acts of vandalism or other violence.
35

36 **“Good Utility Practices”** means any of the practices, methods and acts engaged in or
37 approved by a significant portion of comparable publicly owned treatment works systems
38 during the relevant time period, or other practices, methods and acts which, in the exercise
39 of reasonable judgment in light of the facts known at the time the decision was made, could
40 have been expected to accomplish the desired result consistent with reliability, safety,
41 expedition, Applicable Legal Requirements, and at reasonable cost; the term Good Utility
42 Practices is not intended to be limited to the optimum practices, methods or acts to the
43 exclusion of all others, but rather to constitute a spectrum of acceptable practices, methods
44 or acts generally accepted by comparable publicly owned treatment works systems.

1
2 **“HRC DE Proposal”** means Design Engineering proposal prepared by HRC, dated May
3 31, 2019, approved by the City on June 24, 2019. A copy of the HRC DE Proposal is
4 attached to this Agreement as **Exhibit C**.

5
6 **“Improvements”** means the improvements to the City WWTP as specifically described in
7 the Project Plan, including but not limited to improvements to existing primary tanks, final
8 clarifiers, and aeration tanks; construction of a new aeration tank and blower building;
9 expansion of the UV disinfection system and headworks building; solids dewatering
10 improvements including the construction of a new solids dewatering building; and general
11 improvements to the infrastructure and facilities at the City WWTP.

12
13 **“lbs/day”** means pounds per day.

14
15 **“MAHL”** means maximum allowable headworks loading. It is the estimated maximum
16 loading of a pollutant that can be received at a wastewater treatment plant’s headworks
17 without causing pass through or interference, as determined by a MAHL study conducted
18 by a qualified engineer and, to the extent required by Applicable Legal Requirements,
19 accepted and/or approved by EGLE.

20
21 **“MGD”** means million gallons per day.

22
23 **“Party”** means the City or the Township, individually.

24
25 **“Parties”** means the City and the Township, collectively.

26
27 **“Township”** means Marion Township, Livingston County, Michigan, and the Township’s
28 designated representatives as authorized by law.

29
30 **“Wastewater Treatment Service Capacity”** means the ability of the Wastewater
31 Treatment System, as determined by the City, to accept and treat Wastewater (i.e., to
32 provide Wastewater Treatment Service), expressed in terms of flow and/or strength
33 consistent with the Wastewater Treatment System’s design and condition, and in
34 compliance with Applicable Legal Requirements and the terms, conditions, and
35 requirements of this Agreement.

36 **“Wastewater Treatment System”** means the complete wastewater disposal system and
37 treatment works, including all portions thereof that are owned, operated, and controlled by
38 the City including the City WWTP and the City Collection System).

39
40 **2. UNDERTAKING**

41
42 A. The City hereby agrees to construct the Improvements to the City WWTP, provide
43 continuing Wastewater Treatment Service for the Township’s discharges to the Wastewater
44 Treatment System, and to perform the other terms, conditions, and obligations as provided by this

1 Agreement. The Township agrees to pay its share of the Capital Costs and Design Engineering
2 Costs for the Improvements to the City WWTP, and to perform the other terms, conditions, and
3 requirements as provided by this Agreement.
4

5 B. All actions undertaken by the City and by the Township in meeting the terms,
6 conditions, and requirements set forth in this Agreement shall be performed in compliance with
7 Good Utility Practices and Applicable Legal Requirements, whether or not so specifically stated
8 in connection with a specific term, condition, or requirement.
9

10 **3. CITY WWTP IMPROVEMENTS TO BE CONSTRUCTED**

11
12 The City agrees to construct the City WWTP capital improvements (the “Improvements”)
13 in accordance with the terms, conditions, and requirements of this Agreement.
14

15 **4. PAYMENT FOR CAPITAL IMPROVEMENTS**

16
17 A. The Township shall pay to the City a capital improvement cost of 32.46% of the
18 entire project cost less the Pepsi contribution. Currently the total project cost is estimated at
19 \$14,660,700 and the Pepsi contribution is \$4,000,000.00, so the remainder is \$10,660,700.00 and
20 the Township’s estimated portion is \$3,460,463. Within 30 days after the closing on the SRF loan,
21 the City will provide the Township with a schedule of debt service payments on the SRF loan.
22 The Township shall be obligated to pay its share of the debt service payment to the City 30 days
23 prior to each payment date based on the agreed percentage. The loan payment will be invoiced to
24 the Township by the City and based on the agreed percentage of the total amount. If payment is
25 not received on time, a 2% penalty will be added to the amount due after the payment due date
26 until paid.
27

28 B. The Township shall also pay 32.46% of the following costs associated with
29 obtaining the SRF loan. Upon execution of this agreement the Township will be invoiced for
30 32.46% of these costs. Currently those costs are;
31

32 SRF Project Plan - Hubbell , Roth & Clark- \$30,000.00

33 Public Hearing Press release – Livingston Daily - \$292.50

34 Court reporter – Moretti Production Group - \$443.78

35 Total \$30,736.28

36 Township to pay 32.46% of \$30,736.28. 32.46% amounts to \$9,977.000.
37

38 C. Upon execution of this agreement which shall include the Townships full
39 commitment to participating in the SRF loan and the SRF loan costs, and the payment of all current
40 costs up to date, the Township shall be eligible to receive any debt forgiveness issued by the state.
41 The Township shall receive forgiveness based upon the agreed percentage for the cost to construct
42 the project, at 32.46%.

1
2 D. The Township shall pay all installments as required by the loan terms and
3 conditions. However, if the Township chooses to pre-pay any or all of the loan, such pre-payment
4 shall be allowed without penalty so long as all interest that would have accrued during the entire
5 loan payment period is also paid in full.
6

7 E. All payments made by the Township as provided by this Paragraph 4 shall be by
8 check made payable to the City Treasurer and delivered to the City Treasurer's office at 611 E.
9 Grand River, Howell, Michigan.
10

11 F. Notwithstanding any provision of this Agreement to the contrary, the Township
12 shall not be obligated nor have any duty to discharge any wastewater into the City's Wastewater
13 Treatment System during the effective term of this Agreement. However, whether or not the
14 Township continues to discharge any wastewater into the Wastewater Treatment System, the
15 Township shall remain obligated to fully and timely pay all amounts for Capital Costs as required
16 by this Agreement.
17

18 **5. PAYMENT OF TOWNSHIP'S SHARE OF DESIGN ENGINEERING COSTS**
19

20 A. The HRC Design Engineering Proposal approved by the City includes a Design
21 Budget of \$1,113,844.00 (not to be exceeded without the City's prior approval).
22

23 B. The cost sharing approach for the Design Budget approved by the City is as follows:
24

25 Pepsi's Share of Design Engineering Costs 27.29% (\$303,968.00)

26 Township's Share of Design Engineering Costs 23.60% (\$262,867.00)

27 City's Share of Design Engineering Costs 49.11% (\$547,009.00)
28

29 $(\$303,968.00 + \$262,867.00 + \$547,009.00 = \$1,113,844.00)$
30

31 The costs, above, will not be financed through the SRF Loan but will be paid in cash.
32

33 C. The Township agrees to pay its 23.60% share of the Design Engineering Costs in
34 the amount of \$262,867.00. The Township shall be invoiced 23.60% of each invoice for Design
35 Engineering Costs. Additionally, upon signature of this Agreement, the Township shall be
36 invoiced for all accrued design engineering costs to the date of this Agreement.
37

38 D. This amount shall be paid by check made payable to the City Treasurer and
39 delivered to the City Treasurer's office at 611 E. Grand River, Howell, Michigan.
40

41 E. All payments by the Township to the City under this Paragraph 5 will be invoiced
42 to the Township by the City and based on the agreed percentage of the total amount. The Township
43 will have 14 days to pay the City its portion. A penalty of 2% of the amount due will be assessed
44 for each additional month, or part thereof, that any amount remains unpaid.

1
2 **6. COSTS – IN GENERAL.**
3

4 A. Pepsi's share of the \$14,660,700.00 capital costs of the Improvements for the
5 selected alternative as estimated by the Project Plan is fixed at \$4,000,000.00 pursuant to the
6 agreement between Pepsi and the City.
7

8 1. If the total capital costs of the Improvements for the selected alternative as estimated
9 by the Project Plan ultimately exceed \$14,660,700.00, Pepsi's fixed share of those costs
10 (\$4,000,000 plus interest) shall not increase Pepsi's Total Fixed Amount and any costs for the
11 Improvements in excess of \$14,660,700.00 shall be shared by the City and the Township as
12 pursuant to the percentages as set out in Paragraph M, above.
13

14 2. If the total capital costs of the Improvements for the selected alternative as
15 estimated by the Project Plan are ultimately less than \$14,660,700.00, the savings shall be shared
16 by the City and the Township pursuant to the percentages as set out in Paragraph M, above.
17

18 B. Notwithstanding Paragraph 6(A), if there are capital costs for improvements to the
19 City WWTP to pay for improvements that are different than or in addition to the Improvements
20 for the selected alternative as provided by the Project Plan, and such different or additional
21 improvements are determined necessary by the City to provide Wastewater Treatment Service to
22 Pepsi, Pepsi's obligation to pay for any additional costs associated with such different or additional
23 improvements shall be as provided by separate agreement negotiated between the City and Pepsi.
24

25 C. Notwithstanding Paragraph 6(A), if improvements different than or additional to
26 the Improvements that are provided for by this Agreement are subsequently made to the City
27 Wastewater Treatment System at Pepsi's request to meet Pepsi's specific Wastewater Treatment
28 Service needs beyond the BOD5 maximum loading limits as provided by Paragraph 8(A) of this
29 Agreement, those additional improvements shall, to that extent, be paid for solely by Pepsi.
30

31 D. Pursuant to a portion of Exhibit A, above, that being the Agreement of October 8, 2001,
32 Page 10, paragraph 13, this agreement herein is not assignable by the Township without written
33 consent from the City nor is this agreement assignable by the City without the written consent
34 from the Township.
35
36

37 **7. OWNERSHIP, ADMINISTRATION, AND OPERATION AND MAINTENANCE**
38 **OF WASTEWATER TREATMENT SYSTEM**
39

40 A. The City shall own the Wastewater Treatment System and shall be the permittee of
41 the NPDES Permit issued with respect to the Wastewater Treatment System.
42

43 B. The Township shall pay to the City, for the Wastewater Treatment Facility services
44 supplied to it, a charge determined as stated in the agreements set out in Exhibit A; provided

1 however, that any charges levied on City residents for the City's share of the Project will not be
2 included in rates charged to the Township.

3
4 C. The City shall operate and maintain the Wastewater Treatment System in
5 accordance and compliance with Applicable Legal Requirements.

6
7 D. Nothing in this Agreement is intended to, nor shall this anything in this Agreement
8 be construed to, transfer or affect in any way the City's ownership, operation, or control of the
9 Wastewater Treatment System (or any portion thereof), the Wastewater Treatment Service, or the
10 Wastewater Treatment Service Capacity.

11 12 **8. FORCE MAJEURE EXCUSED LIABILITY**

13
14 A. The City shall be excused from any breach of this Agreement and from any liability
15 or damage if caused by a Force Majeure, subject to the provisions and requirements of this
16 Paragraph.

17
18 B. The City shall perform the requirements of this Agreement fully and within the time
19 limits established herein, unless performance is prevented or delayed by events which constitute a
20 "Force Majeure" event. Any delay in the performance attributable to a "Force Majeure" event shall
21 not be deemed a violation of the City's obligations under this Agreement.

22
23 C. If claiming a Force Majeure event, the City shall notify the Township Supervisor
24 by telephone within 24 hours of discovering any "Force Majeure" event which causes a delay in
25 its compliance with this Agreement. Upon such telephonic notification, the Township Supervisor
26 shall confirm receipt of such notice by contacting the Howell City Manager within 24 hours of
27 receipt of the notice by the City. Telephone notice shall be followed by written notice within 10
28 calendar days and shall describe in detail the anticipated length of delay, the precise cause or causes
29 of delay, the measures taken by the City to prevent or minimize the delay, and the timetable by
30 which those measures shall be implemented. The City shall adopt all reasonable measures to avoid
31 or minimize any such delay.

32
33 E. If the Parties agree that the delay or anticipated delay was excused by the occurrence of a
34 Force Majeure event, the delay shall not be deemed a violation of the City's obligations of
35 this Agreement, and the City shall be allowed such additional time for performance as
36 necessary to compensate for the Force Majeure event. In no event shall the additional time
37 be longer than the duration of the Force Majeure event.

38 39 40 41 42 **9. OPERATING LIABILITY**

1 The City does not guarantee uninterrupted service and shall not be liable to the Township
2 or other person, firm or corporation for injuries or damages caused by such interruptions whether
3 caused by defects in original construction, cave-ins, accidents, repairs or other causes except as
4 specifically provided by law; nor shall the City be liable to the Township or other person, firm or
5 corporation for injuries or damages that may be sustained by reason of the failure of the
6 Wastewater Treatment System or for injuries or damages to persons or property arising, accruing
7 or resulting from the use of the Wastewater Treatment System or from any apparatus or
8 appurtenance in connection therewith.

9
10 **10. GOVERNING LAW**

11
12 This Agreement shall be governed by and construed in accordance with the laws of the
13 State of Michigan, except that it is the express intention of the Parties hereto that this Agreement
14 shall not be construed to be a requirements contract within the purview of the Uniform Commercial
15 Code.

16
17 **11. RELATIONSHIP OF PARTIES**

18
19 Nothing under this Agreement and no action taken pursuant hereto shall cause the City and
20 the Township to be treated as a partnership, joint venture, association, or other common entity.

21
22 **12. BINDING EFFECT**

23
24 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and
25 their respective representatives and successors.

26
27 **13. SAVING CLAUSE**

28
29 If any part of this Agreement is held by a Court of competent jurisdiction to be illegal or
30 unenforceable, such event shall not be deemed to affect the validity of any other portion hereof.
31 Any such holding materially affecting the commitments herein may be the subject of further
32 negotiations for purpose of legally revising the consideration involved.

33
34 **14. EFFECTIVE DATE; AGREEMENT CONDITIONAL**

35
36 This Agreement shall not be effective unless and until the date when all of the following
37 conditions has been satisfied (or waived in whole or in part) in the sole discretion of the City:

38
39 A. The Agreement has been signed by authorized representatives of both the City and
40 the Township as set forth below.

41
42 B. By no later than _____, the City and Pepsi have entered into a separate
43 agreement applicable to the payment by Pepsi of Pepsi's share of the Capital Costs and Design

1 Engineering Costs for the Improvements to the City WWTP associated with Pepsi's discharges to
2 the City WWTP.

3
4 C. By no later than _____ the City's application for a low-interest loan
5 under the State Revolving Fund (SRF)/Strategic Water Quality Initiatives Fund (SWQIF) Loan
6 Program is approved.

7
8 **15. TERMINATION**

9
10 A. This Agreement shall remain in full force and effect for a period of 20 years from
11 the execution date which it bears, or payment in full of the SWQIF loan, whichever is later.

12
13
14 **16. ENTIRE AGREEMENT**

15
16 This Agreement constitutes the final, entire and exclusive agreement of the Parties with
17 respect to the subject matter addressed, and supersedes all prior communications, understandings
18 and agreements relating to the subject matter, whether oral or written. Nothing in this Agreement
19 shall limit the ability of the Parties to negotiate amendments to this Agreement, provided that
20 except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall
21 be binding unless executed in writing by the party to be bound thereby. No waiver of any provision
22 of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any
23 provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.
24 Nothing in this Agreement is intended to nor should it be construed to create any rights in any
25 persons or entities that are not a party to this Agreement. Notwithstanding anything in this
26 paragraph to the contrary, the agreements dated June 30, 1997, October 8, 2001 and March 7, 2005
27 set out in Exhibit A, are not changed or affected by this agreement and shall remain in full force
28 and affect except as otherwise modified herein.

29
30 **17. CONSTRUCTION AND INTERPRETATION**

31
32 The construction and interpretation of this Agreement shall be governed by the following:

33
34 A. Both parties were represented by legal counsel specially retained for purposes of
35 this Agreement and both parties and their legal counsel had a part in drafting this Agreement.
36 Therefore, it is to be construed as mutually drafted.

37
38 B. The paragraph headings and captions are for reference only and shall not affect the
39 interpretation of this Agreement.

40
41 C. The "Whereas" recitals, Paragraphs A-X, and the Exhibits are incorporated into and
42 are made integral parts of this Agreement.

D. The interpretation of this Agreement shall not be affected by any course of dealing between the Parties.

18. PROVISIONS THAT SURVIVE TERMINATION.

A. Any provision of this Agreement which expressly provides that it shall survive termination of this Agreement shall continue to bind that Parties notwithstanding termination or expiration of the Agreement as provided herein.

B. In addition, the following Paragraphs shall survive and continue to bind the Parties beyond termination of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature: 9 (“Operating Liability”); 10 (“Governing Law”); 11 (“Relationship Of Parties”); 13 (“Saving Clause”); 15 (“Termination”); 16 (“Entire Agreement”); 17 (“Construction And Interpretation”); and 18 (“Provisions That Survive Termination”).

IN WITNESS WHEREOF, this Agreement is signed and delivered by authority of the City and the Township given on the dates set forth below.

CITY OF HOWELL, MICHIGAN,
A Michigan municipal corporation

In the presence of:

By _____
Nick Proctor, Mayor

n the presence of:

By _____
Jane Cartwright, City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Nick Proctor the Mayor and Jane Cartwright, the City Clerk of the City of Howell, for and on behalf of the City.

Notary Public, Livingston County, MI
My commission expires:

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TOWNSHIP OF MARION, LIVINGSTON CTY,
a Michigan municipal corporation

In the presence of:

By _____
Robert Hanvey, Supervisor

In the presence of:

By _____
Tammy Beal, Township Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Robert Hanvey, the Supervisor and Tammy Beal, the Township Clerk of the Township of Marion, for and on behalf of the Township.

Notary Public, Livingston County, MI
My commission expires:

[End of Document Except For Exhibits]

CITY OF HOWELL

4/7/2020

NAME	AMOUNT	DESCRIPTION
H S A	\$ 2,313.00	Health Savings
M E R S	\$ 74,965.92	Employers Share
TOTAL	\$ 77,278.92	
BALANCE FORWARD	\$518,416.77	*****
TOTAL	\$ 595,695.69	
payroll	\$158,679.44	*****

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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF HOWELL
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Ref #	Address	CK Run Date	PO	Hold		Gross Amount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Discount
Invoice Notes		Due Date		1099		Net Amount

ADVANCED A	ADVANCE AUTO PARTS	03/16/2020	8082007698074	GEN	LEAK DYE	
86164	AAP FINANCIAL SERVICES	04/07/2020		N		7.35
	P.O. BOX 742063					
03/16/2020	ATLANTA GA, 30374-2063	/ /	0.0000	N		0.00
		04/07/2020		N		7.35

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.000	MAINTENANCE SUPPLIES	7.35

VENDOR TOTAL: 7.35

ADVANCE DI	ADVANCED DISPOSAL	03/31/2020	V20002314148	GEN	SLUDGE HAULING	
86236	SOLID WASTE MIDWEST LLC - V2	04/07/2020		N		888.82
	P.O. BOX 74008047					
03/31/2020	CHICAGO IL, 60674-8047	/ /	0.0000	N		0.00
		04/07/2020		N		888.82

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-564-804.013	CONTRACT SERV - SLUDGE HAULING	888.82

VENDOR TOTAL: 888.82

PERF/BONDS	ADVANCED ROOFING SYSTEMS INC.	03/16/2020	PB20-029	GEN	ESCROW RELEASE 951 JONES ST	
86150	1924 N ELM ST	04/07/2020		N		750.00
03/16/2020	MUNCIE IN, 47303	/ /	0.0000	Y		0.00
		04/07/2020		N		750.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000-283.000	DEV ESCROW	750.00

VENDOR TOTAL: 750.00

ALLSTAR	ALLSTAR ALARM LLC	03/23/2020	278420	GEN	QUARTERLY ALARM SYSTEM PAYMENT	
86167	8345 MAIN ST	04/07/2020		N		215.01
03/15/2020	WHITMORE LAKE MI, 48189	/ /	0.0000	N		0.00
		04/07/2020		N		215.01

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-804.000	CONTRACTUAL SERVICES	215.01

VENDOR TOTAL: 215.01

BASIC	BASIC	03/31/2020	10-539824	GEN	MARCH - COBRA ADMIN	
86262	P.O. BOX 775339	04/07/2020		N		44.80
03/31/2020	CHICAGO IL, 60677-5339	/ /	0.0000	N		0.00

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Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		

		04/07/2020		N		44.80
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Open

GL NUMBER	DESCRIPTION	AMOUNT
101-270-801.000	PROFESSIONAL SERVICES	44.80

BASIC	BASIC	03/23/2020	10-540188	GEN	ANNUAL HRA ADMIN FEE -RETIREEES	
86199	P.O. BOX 775339	04/07/2020		N		756.00
03/23/2020	CHICAGO IL, 60677-5339	/ /	0.0000	N		0.00
		04/07/2020		N		756.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-270-801.000	PROFESSIONAL SERVICES	756.00

BASIC	BASIC	03/23/2020	CM10-5308	GEN	CREDIT ERROR IN BILLING	
86200	P.O. BOX 775339	04/07/2020		N		(216.00)
03/23/2020	CHICAGO IL, 60677-5339	/ /	0.0000	N		0.00
		04/07/2020		N		(216.00)

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-270-801.000	PROFESSIONAL SERVICES	(216.00)

BASIC	BASIC	03/31/2020	CM10-5312	GEN	CREDIT ERROR IN BILLING	
86232	P.O. BOX 775339	04/07/2020		N		(72.00)
03/31/2020	CHICAGO IL, 60677-5339	/ /	0.0000	N		0.00
		04/07/2020		N		(72.00)

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-270-801.000	PROFESSIONAL SERVICES	(72.00)

VENDOR TOTAL:	512.80
---------------	--------

BYRUM ACE	BYRUM ACE HARDWARE	03/23/2020	2003-148350	GEN	CLOROX WIPES	
86166	1250 E GRAND RIVER	04/07/2020		N		5.59
03/13/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		04/07/2020		N		5.59

Open

GL NUMBER	DESCRIPTION	AMOUNT
641-441-740.026	OPER SUPP/SAFETY EQUIPMENT	5.59

VENDOR TOTAL:	5.59
---------------	------

CMP DISTRI	CMP DISTRIBUTORS INC	03/31/2020	62868	GEN	SWAT FIREARMS (2)	
86238	16753 INDUSTRIAL PARKWAY	04/07/2020		N		2,270.00
03/31/2020	LANSING MI, 48906	/ /	0.0000	N		0.00

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Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		

		04/07/2020		N		2,270.00
--	--	------------	--	---	--	----------

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-301-970.000	CAPITAL OUTLAY / EQUIPMENT	2,270.00

CMP DISTRI	CMP DISTRIBUTORS INC	03/31/2020	62887	GEN	HOLSTERS	
86237	16753 INDUSTRIAL PARKWAY	04/07/2020		N		420.00
03/31/2020	LANSING MI, 48906	/ /	0.0000	N		0.00
		04/07/2020		N		420.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-301-970.000	CAPITAL OUTLAY / EQUIPMENT	420.00

VENDOR TOTAL: 2,690.00

CONSUMERS	CONSUMERS ENERGY	03/18/2020	1763/3/2020	GEN	CITY UTILITIES - GAS	
86146	P.O. BOX 740309	04/07/2020		N		7.00
03/18/2020	CINCINNATI OH, 45274-0309	/ /	0.0000	N		0.00
		03/24/2020		N		7.00

PD CK# 92826 04/01/2020

GL NUMBER	DESCRIPTION	AMOUNT
590-536-920.004	UTILITIES - PUMP STATION 1401 N MICHIGA	7.00

CONSUMERS	CONSUMERS ENERGY	03/18/2020	MARCH 2020	GEN	CITY UTILITIES - GAS	
86144	P.O. BOX 740309	04/07/2020		N		5,850.91
03/18/2020	CINCINNATI OH, 45274-0309	/ /	0.0000	N		0.00
		03/24/2020		N		5,850.91

PD CK# 92777 03/20/2020

GL NUMBER	DESCRIPTION	AMOUNT
101-265-920.001	UTILITIES - GAS CITY HALL	16.44
101-265-920.001	UTILITIES - GAS CITY HALL #2	1,428.61
590-536-920.004	UTILITIES - PUMP STATION 737 E WASHINGT	16.44
101-276-920.001	UTILITIES - GAS 803 ROOSEVELT	276.37
590-536-920.004	UTILITIES - PUMP STATION WEST ST	23.71
591-564-920.001	UTILITIES - GAS 150 MARION ST	696.61
641-441-920.001	UTILITIES - GAS 150 MARION ST	1,044.91
640-441-920.001	UTILITIES - GAS VACTOR BLDG	175.71
641-441-920.001	UTILITIES - GAS VACTOR BLDG	143.77
640-441-920.001	UTILITIES - GAS 152 MARION ST	180.42
591-564-920.001	UTILITIES - GAS HIGH SERVICE BLDG/717 S	312.79
590-564-920.001	UTILITIES - GAS 1191 PINCKNEY RD	1,517.48
590-536-920.004	UTILITIES - GAS 1420 W GR RVR	17.65

5,850.91

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Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		

VENDOR TOTAL: 5,857.91

CORRIGAN	CORRIGAN OIL COMPANY NO II	03/23/2020	7007773	GEN	DPW GAS	
86202	775 N SECOND ST	04/07/2020		N		2,408.41
03/23/2020	BRIGHTON MI, 48116	/ /	0.0000	N		0.00
		04/07/2020		N		2,408.41

Open

GL NUMBER	DESCRIPTION	AMOUNT
640-441-751.000	GASOLINE & DIESEL FUEL	2,408.41

VENDOR TOTAL: 2,408.41

CRUISERS	CRUISERS INC	03/09/2020	41347	GEN	INSTALL RADAR SYSTEM CAR 318	
86192	5977 BRIGHTON PINES CT	04/07/2020		N		340.00
03/09/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		04/07/2020		N		340.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-301-930.004	EQUIPMENT VEHICLES	340.00

VENDOR TOTAL: 340.00

D&G EQUIP	D & G EQUIPMENT INC	03/23/2020	924113	GEN	2 CYCLE OIL	
86168	2 INDUSTRIAL PARK DR	04/07/2020		N		47.52
03/16/2020	WILLIAMSTON MI, 48895	/ /	0.0000	N		0.00
		04/07/2020		N		47.52

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-775.006	MAINTENANCE SUPPLIES / PARKS	47.52

D&G EQUIP	D & G EQUIPMENT INC	03/17/2020	924633	GEN	NEW MOWERS	
86246	2 INDUSTRIAL PARK DR	04/07/2020		N		21,968.00
03/17/2020	WILLIAMSTON MI, 48895	/ /	0.0000	N		0.00
		04/07/2020		N		21,968.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
640-441-981.002	VEHICLES - OTHER	47,068.00
640-441-981.002	VEHICLES - OTHER	(25,100.00)
		21,968.00

VENDOR TOTAL: 22,015.52

DAVIS &DAV	DAVIS & DAVIS LAW OFFICES,PLC	03/31/2020	HOWELL-03-31-20	GEN	PEPSI/WWTP AGREEMENT	
86233	2624 ELMWOOD DR S.E.	04/07/2020		N		3,226.25
03/31/2020	GRAND RAPIDS MI, 49506	/ /	0.0000	N		0.00

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Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		

		04/07/2020		N		3,226.25
--	--	------------	--	---	--	----------

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-564-801.000	PROFESSIONAL SERVICES	3,226.25

VENDOR TOTAL: 3,226.25

DET EDISON	DTE ENERGY	03/09/2020	4-2020	GEN	CITY UTILITIES	
86194	P O BOX 740786	04/07/2020		N		46.39
03/09/2020	CINCINNATI OH, 45274-0786	/ /	0.0000	N		0.00
		03/31/2020		N		46.39

PD CK# 92827 04/01/2020

GL NUMBER	DESCRIPTION	AMOUNT
590-536-920.004	1158 LAKESIDE - LIFT STATION (AROUND 7TH	46.39

VENDOR TOTAL: 46.39

FIRST IMPR	FIRST IMPRESSION PRINT & MARKETING	03/31/2020	75224	GEN	LETTERHEAD (1,000)	
86261	907 FOWLER ST	04/07/2020		N		217.32
03/31/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		04/07/2020		N		217.32

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-301-740.000	OPERATING SUPPLIES	217.32

FIRST IMPR	FIRST IMPRESSION PRINT & MARKETING	03/31/2020	75225	GEN	ENVELOPES (500)	
86260	907 FOWLER ST	04/07/2020		N		168.22
03/31/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		04/07/2020		N		168.22

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-301-740.000	OPERATING SUPPLIES	168.22

VENDOR TOTAL: 385.54

FISHER, DA	FISHER, DAVID	03/31/2020	MARCH 2020	GEN	BOARD OF REVIEW (4 DAYS)	
86258	203 ISBELL	04/07/2020		N		533.88
03/31/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		04/07/2020		Y		533.88

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-247-712.002	BOARD OF REVIEW WAGES	533.88

VENDOR TOTAL: 533.88

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Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	
Ref #	Address	CK Run Date	PO	Hold		Gross Amount
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FOWL COM S	FOWLERVILLE COMMUNITY SCHOOLS	03/31/2020	C1920-08	GEN	POLE RENTAL FEE FIBER NETWORK	
86227	7677 SHARPE RD SUITE A	04/07/2020		N		124.37
03/31/2020	FOWLERVILLE MI, 48836	/ /	0.0000	N		0.00
		04/07/2020		N		124.37

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-228-822.001	NETWORK SUPPORT	124.37

FOWL COM S	FOWLERVILLE COMMUNITY SCHOOLS	03/31/2020	C1920-10	GEN	POLE RENTAL FEE FIBER NETWORK	
86228	7677 SHARPE RD SUITE A	04/07/2020		N		124.37
03/31/2020	FOWLERVILLE MI, 48836	/ /	0.0000	N		0.00
		04/07/2020		N		124.37

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-228-822.001	NETWORK SUPPORT	124.37

VENDOR TOTAL: 248.74

GIBBONS, P	GIBBONS, PATRICK K.	03/31/2020	032020	GEN	PAYMENT IN LIEU OF HEALTH INSURANCE	
86203	2012 BECK RD	04/07/2020		N		673.08
03/31/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		04/07/2020		Y		673.08

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-536-714.001	CITY SHARE MED INS RETIREE	673.08

VENDOR TOTAL: 673.08

GORALSKI	GORALSKI, ROGER	03/31/2020	3-2020	GEN	PAYMENT IN LIEU OF HEALTH INSURANCE	
86204	3800 RANIER DR	04/07/2020		N		440.74
03/31/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		04/07/2020		Y		440.74

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-301-714.001	CITY SHARE MEDICAL INS RETIREE	440.74

VENDOR TOTAL: 440.74

GRACON SER	GRACON SERVICES INC	03/31/2020	13269	GEN	REC - OFFICE 365 LICENSES	
86205	4265 OKEMOS RD, STE A	04/07/2020		N		4,033.25
02/11/2020	OKEMOS MI, 48864-3285	/ /	0.0000	N		0.00
		04/07/2020		N		4,033.25

Open

GL NUMBER	DESCRIPTION	AMOUNT
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101-000-081.001 DUE FROM REC AUTHORITY

4,033.25

GRACON SER	GRACON SERVICES INC	03/26/2020	13340	GEN	REMOTE SERVER LICENSES - DUE TO SHUT	
86206	4265 OKEMOS RD, STE A	04/07/2020		N		3,583.20
03/26/2020	OKEMOS MI, 48864-3285	/ /	0.0000	N		0.00
		04/07/2020		N		3,583.20

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-228-980.008	EQUIP / NETWORK COMP SFTW	3,583.20

VENDOR TOTAL: 7,616.45

GRAINGER	GRAINGER	03/12/2020	9472389148	GEN	GLUE	
86208	DEPT 825552573	04/07/2020		N		14.12
03/12/2020	PALATINE IL, 60038-0001	/ /	0.0000	N		0.00
		04/07/2020		N		14.12

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.000	MAINTENANCE SUPPLIES	14.12

GRAINGER	GRAINGER	03/26/2020	9472389155	GEN	YELLOW MARKING TAPE	
86207	DEPT 825552573	04/07/2020		N		59.20
03/26/2020	PALATINE IL, 60038-0001	/ /	0.0000	N		0.00
		04/07/2020		N		59.20

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.000	MAINTENANCE SUPPLIES	59.20

VENDOR TOTAL: 73.32

WESTERN LI	GRAYMONT WESTERN LIME INC.	03/31/2020	147918 RI	GEN	CHEMICALS	
86239	DEPT CH 16910	04/07/2020		N		5,943.68
03/31/2020	PALATINE IL, 60055-6910	/ /	0.0000	N		0.00
		04/07/2020		N		5,943.68

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.005	MAINTENANCE SUPPLY - LIME	5,943.68

VENDOR TOTAL: 5,943.68

HACH CO	HACH COMPANY	03/12/2020	11883776	GEN	LAB SUPPLIES	
86209	2207 COLLECTIONS CENTER DR	04/07/2020		N		92.15
03/12/2020	CHICAGO IL, 60693	/ /	0.0000	N		0.00
		04/07/2020		N		92.15

Open

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GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.003	LABORATORY SUPPLIES	92.15

VENDOR TOTAL: 92.15

HAVILAND	HAVILAND	03/23/2020	347927	GEN	PLANT CHEMICALS	
86169	421 ANN ST NW	04/07/2020		N		420.00
03/13/2020	GRAND RAPIDS MI, 49504-2075	/ /	0.0000	N		0.00
		04/07/2020		N		420.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.004	CHEMICALS	420.00

VENDOR TOTAL: 420.00

HOWELL POS	HOWELL POSTMASTER	04/01/2020	04022020	GEN	APRIL 2020 WATER/SEWER BILLS	
86235		04/07/2020		N		250.00
04/01/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		03/31/2020		N		250.00

PD CK# 92828 04/01/2020

GL NUMBER	DESCRIPTION	AMOUNT
590-536-730.000	POSTAGE	125.00
591-290-730.000	POSTAGE	125.00
		250.00

VENDOR TOTAL: 250.00

HOW SOFT	HOWELL SOFT CLOTH CAR WASH	03/23/2020	3-11-2020	GEN	CAR WASHES	
86170	1009 S MICHIGAN AVE	04/07/2020		N		250.00
03/11/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		04/07/2020		N		250.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
640-441-930.006	REPAIR & MAINT. VEHICLES	250.00

VENDOR TOTAL: 250.00

HUBBELL	HUBBELL ROTH & CLARK	03/31/2020	0177778	GEN	WATER RELIABILITY STUDY UPDATE	
86245	P O BOX 824	04/07/2020		N		644.00
03/31/2020	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		04/07/2020		N		644.00

Open

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591-564-801.004 ENGINEERING SERVICES

644.00

HUBBELL	HUBBELL ROTH & CLARK	03/31/2020	176829	GEN	E CLINTON RECONSTRUCT	
86243	P O BOX 824	04/07/2020		N		6,274.63
03/31/2020	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		04/07/2020		N		6,274.63

Open

GL NUMBER	DESCRIPTION	AMOUNT
202-458-967.000	PROJECT COSTS	3,890.27
591-536-967.015	STREET ASSET MANAGEMENT	1,317.67
590-536-967.015	STREET ASSET MANAGEMENT	1,066.69
		<hr/> 6,274.63

HUBBELL	HUBBELL ROTH & CLARK	03/31/2020	177758	GEN	WATERMAIN GIS	
86240	P O BOX 824	04/07/2020		N		1,150.13
03/31/2020	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		04/07/2020		N		1,150.13

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-536-801.004	ENGINEERING SERVICES	1,150.13

HUBBELL	HUBBELL ROTH & CLARK	03/31/2020	177759	GEN	WWTP IMPROVEMENTS	
86241	P O BOX 824	04/07/2020		N		154,722.31
03/31/2020	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		04/07/2020		N		154,722.31

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-564-801.004	ENGINEERING SERVICES	154,722.31

HUBBELL	HUBBELL ROTH & CLARK	03/31/2020	177764	GEN	DAM SITE LIFTSTATION	
86242	P O BOX 824	04/07/2020		N		900.48
03/31/2020	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		04/07/2020		N		900.48

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-536-970.010	CAPITAL OUTLAY / LIFT STATION	900.48

HUBBELL	HUBBELL ROTH & CLARK	03/31/2020	177775	GEN	WTP IMPROVEMENTS	
86244	P O BOX 824	04/07/2020		N		10,375.62
03/31/2020	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		04/07/2020		N		10,375.62

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-801.004	ENGINEERING SERVICES	10,375.62

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HUBBELL	HUBBELL ROTH & CLARK	03/17/2020	177780	GEN	GRAND RIVER WATER MAIN	
86247	P O BOX 824	04/07/2020		N		772.80
03/17/2020	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		04/07/2020		N		772.80

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-536-801.004	ENGINEERING SERVICES	772.80

HUBBELL	HUBBELL ROTH & CLARK	03/17/2020	177782	GEN	MICH AVE/E CLINTON ADA UPGRADES	
86248	P O BOX 824	04/07/2020		N		133.00
03/17/2020	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		04/07/2020		N		133.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
202-458-967.006	PRJCT COST - SIDEWALK /HANDICP	133.00

HUBBELL	HUBBELL ROTH & CLARK	03/17/2020	177783	GEN	CITY HALL/PD BASEMENT WALL INVESTIGA	
86249	P O BOX 824	04/07/2020		N		253.68
03/17/2020	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		04/07/2020		N		253.68

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-447-801.004	ENGINEERING SERVICES	253.68

VENDOR TOTAL: 175,226.65

INCH	INCH MEMORIALS	03/23/2020	91733	GEN	NICHE ENGRAVING - SHUKER, SHIRLEE	
86176	580 SOUTH MAIN ST	04/07/2020		N		150.00
03/02/2020	NORTHVILLE MI, 48167	/ /	0.0000	N		0.00
		04/07/2020		N		150.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-804.028	NICHE ENGRAVING	150.00

INCH	INCH MEMORIALS	03/02/2020	91734	GEN	NICHE ENGRAVING - SHUKER, JACK	
86175	580 SOUTH MAIN ST	04/07/2020		N		150.00
03/02/2020	NORTHVILLE MI, 48167	/ /	0.0000	N		0.00
		04/07/2020		N		150.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-804.028	NICHE ENGRAVING	150.00

INCH	INCH MEMORIALS	03/23/2020	91735	GEN	NICHE ENGRAVING - HUBBEL, EDWARD	
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86174	580 SOUTH MAIN ST	04/07/2020		N		150.00
03/02/2020	NORTHVILLE MI, 48167	/ /	0.0000	N		0.00
		04/07/2020		N		150.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-804.028	NICHE ENGRAVING	150.00

INCH	INCH MEMORIALS	03/23/2020	91736	GEN	NICHE ENGRAVING - HUBBEL, JUDITH	
86173	580 SOUTH MAIN ST	04/07/2020		N		150.00
03/02/2020	NORTHVILLE MI, 48167	/ /	0.0000	N		0.00
		04/07/2020		N		150.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-804.028	NICHE ENGRAVING	150.00

INCH	INCH MEMORIALS	03/23/2020	91737	GEN	NICHE ENGRAVING - HEIKKINEN, MARY	
86172	580 SOUTH MAIN ST	04/07/2020		N		150.00
03/02/2020	NORTHVILLE MI, 48167	/ /	0.0000	N		0.00
		04/07/2020		N		150.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-804.028	NICHE ENGRAVING	150.00

INCH	INCH MEMORIALS	03/23/2020	91738	GEN	NICHE ENGRAVING-HEIKKINEN, RICK	
86171	580 SOUTH MAIN ST	04/07/2020		N		150.00
03/02/2020	NORTHVILLE MI, 48167	/ /	0.0000	N		0.00
		04/07/2020		N		150.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-804.028	NICHE ENGRAVING	150.00

INCH	INCH MEMORIALS	03/06/2020	91752	GEN	NICHE ENGRAVING - LORIDON, WALTER	
86185	580 SOUTH MAIN ST	04/07/2020		N		150.00
03/06/2020	NORTHVILLE MI, 48167	/ /	0.0000	N		0.00
		04/07/2020		N		150.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-804.028	NICHE ENGRAVING	150.00

INCH	INCH MEMORIALS	03/06/2020	91753	GEN	NICHE ENGRAVING - LORIDON, JEANNINE	
86184	580 SOUTH MAIN ST	04/07/2020		N		150.00
03/06/2020	NORTHVILLE MI, 48167	/ /	0.0000	N		0.00
		04/07/2020		N		150.00

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GL NUMBER	DESCRIPTION	AMOUNT
101-276-804.028	NICHE ENGRAVING	150.00

INCH	INCH MEMORIALS	03/06/2020	91754	GEN	NICHE ENGRAVING - DETTORE, ALBERT	
86183	580 SOUTH MAIN ST	04/07/2020		N		150.00
03/06/2020	NORTHVILLE MI, 48167	/ /	0.0000	N		0.00
		04/07/2020		N		150.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-804.028	NICHE ENGRAVING	150.00

INCH	INCH MEMORIALS	03/06/2020	91755	GEN	NICHE ENGRAVING - DETTORE, JAY	
86182	580 SOUTH MAIN ST	04/07/2020		N		150.00
03/06/2020	NORTHVILLE MI, 48167	/ /	0.0000	N		0.00
		04/07/2020		N		150.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-804.028	NICHE ENGRAVING	150.00

INCH	INCH MEMORIALS	03/06/2020	91756	GEN	NICHE ENGRAVING - READER, DAVID	
86181	580 SOUTH MAIN ST	04/07/2020		N		150.00
03/06/2020	NORTHVILLE MI, 48167	/ /	0.0000	N		0.00
		04/07/2020		N		150.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-804.028	NICHE ENGRAVING	150.00

INCH	INCH MEMORIALS	03/06/2020	91757	GEN	NICHE ENGRAVING - READER, SALLY	
86180	580 SOUTH MAIN ST	04/07/2020		N		150.00
03/06/2020	NORTHVILLE MI, 48167	/ /	0.0000	N		0.00
		04/07/2020		N		150.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-804.028	NICHE ENGRAVING	150.00

INCH	INCH MEMORIALS	03/06/2020	91758	GEN	NICHE ENGRAVING - ALCOTT, ELIZABETH	
86179	580 SOUTH MAIN ST	04/07/2020		N		150.00
03/06/2020	NORTHVILLE MI, 48167	/ /	0.0000	N		0.00
		04/07/2020		N		150.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-804.028	NICHE ENGRAVING	150.00

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INCH	INCH MEMORIALS	03/06/2020	91759	GEN	NICHE ENGRAVING - RICE, SYLVIE	
86178	580 SOUTH MAIN ST	04/07/2020		N		150.00
03/06/2020	NORTHVILLE MI, 48167	/ /	0.0000	N		0.00
		04/07/2020		N		150.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-804.028	NICHE ENGRAVING	150.00

INCH	INCH MEMORIALS	03/25/2020	91760	GEN	NICHE ENGRAVING - BANKS, DIANE	
86177	580 SOUTH MAIN ST	04/07/2020		N		150.00
03/06/2020	NORTHVILLE MI, 48167	/ /	0.0000	N		0.00
		04/07/2020		N		150.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-804.028	NICHE ENGRAVING	150.00

VENDOR TOTAL: 2,250.00

INTEGRITY	INTEGRITY POWER SERVICES	03/31/2020	00023	GEN	L.S. GENERATOR OIL CHANGE & COOLING	
86250	3065 RAFFERTY DR	04/07/2020		N		905.00
02/25/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		04/07/2020		N		905.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-536-930.008	REPAIR & MAINT - PUMP STATION	905.00

INTEGRITY	INTEGRITY POWER SERVICES	03/31/2020	00025	GEN	OIL CHANGE & BATTERY REPLACEMENT	
86251	3065 RAFFERTY DR	04/07/2020		N		515.00
02/25/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		04/07/2020		N		515.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-536-930.011	REPAIR & MAINT - PUMP MARION TWP	515.00

VENDOR TOTAL: 1,420.00

LAFONT FOR	LAFONTAINE FORD OF LANSING	03/31/2020	9703	GEN	2020 POLICE INTERCEPTOR	
86234	ATTN ACCOUNTS RECEIVABLE	04/07/2020		N		34,451.14
	5103 S CEDAR ST					
03/31/2020	LANSING MI, 48911	/ /	0.0000	N		0.00
		04/07/2020		N		34,451.14

Open

GL NUMBER	DESCRIPTION	AMOUNT
640-441-981.000	VEHICLES - POLICE	34,451.14

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VENDOR TOTAL: 34,451.14

LANS UNIFO	LANSING UNIFORM COMPANY	03/24/2020	85091	GEN	BADGES (4) - BASAR	
86210	5310 SOUTH PENNSYLVANIA	04/07/2020		N		424.80
03/24/2020	LANSING MI, 48911	/ /	0.0000	Y		0.00
		04/07/2020		N		424.80

Open

GL NUMBER DESCRIPTION AMOUNT
101-301-741.000 UNIFORMS/CLOTHING ALLOWANCE 424.80

VENDOR TOTAL: 424.80

LASHBROOKS	LASHBROOK SEPTIC SERVICE	03/31/2020	A-49088	GEN	PORT A JOHN RENTALS - PARKS	
86226	4895 CURDY RD	04/07/2020		N		490.00
03/31/2020	HOWELL MI, 48855	/ /	0.0000	N		0.00
		04/07/2020		Y		490.00

Open

GL NUMBER DESCRIPTION AMOUNT
101-751-942.001 PORTA JOHN RENTALS 490.00

VENDOR TOTAL: 490.00

LIV FEED	LIVINGSTON FEED & SEED	03/24/2020	13280	GEN	GRASS SEED FOR GRAVE MAINTENANCE	
86189	361 MARION ST	04/07/2020		N		88.98
03/24/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		04/07/2020		N		88.98

Open

GL NUMBER DESCRIPTION AMOUNT
101-276-740.000 OPERATING SUPPLIES 88.98

VENDOR TOTAL: 88.98

LOCKHART,D	LOCKHART, DARREN	03/24/2020	03/2020	GEN	PAYMENT IN LIEU OF HEALTH INSURANCE	
86211	2888 E JONES RD	04/07/2020		N		673.08
03/24/2020	HOWELL MI, 48855	/ /	0.0000	N		0.00
		04/07/2020		Y		673.08

Open

GL NUMBER DESCRIPTION AMOUNT
101-301-714.001 CITY SHARE MEDICAL INS RETIREE 673.08

VENDOR TOTAL: 673.08

LOVE, C	LOVE, CRAIG	03/24/2020	3-2020	GEN	PAYMENT IN LIEU OF HEALTH INSURANCE	
86212	7250 NE 192ND PLACE	04/07/2020		N		499.51

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Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		
03/24/2020	CITRA FL, 32113	/ /	0.0000	N		0.00
		04/07/2020		Y		499.51

Open

GL NUMBER	DESCRIPTION	AMOUNT
641-441-714.001	CITY SHARE MED INS RETIREE	499.51

VENDOR TOTAL: 499.51

LOWES HOME	LOWE'S HOME CENTERS INC	03/31/2020	925237	GEN	REPAIR GATE AT PARK ENTRANCE	
86229	P O BOX 530954	04/07/2020		N		323.50
03/31/2020	ATLANTA GA, 30353-0954	/ /	0.0000	N		0.00
		04/07/2020		N		323.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-276-740.000	OPERATING SUPPLIES	323.50

LOWES HOME	LOWE'S HOME CENTERS INC	03/31/2020	925350	GEN	LIGHT BULBS FOR BANK	
86230	P O BOX 530954	04/07/2020		N		47.40
03/31/2020	ATLANTA GA, 30353-0954	/ /	0.0000	N		0.00
		04/07/2020		N		47.40

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-931.000	BUILDING MAINTENANCE	47.40

VENDOR TOTAL: 370.90

MISC	MCNEILLY, SUSAN MARIE	03/24/2020	C51889	GEN	OVER PAYMENT ON TICKET	
86213	1600 TOWN COMMONS DR. #205	04/07/2020		N		10.00
03/24/2020	HOWELL MI, 48843	/ /	0.0000	Y		0.00
		04/07/2020		N		10.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-301-657.001	NON-UNIFORM TRAFFIC CODE FINES	10.00

VENDOR TOTAL: 10.00

MILLER CAN	MILLER CANFIELD PADDOCK & STONE	03/24/2020	1473101	GEN	PROFESSIONAL SERVICE	
86215	P.O. DRAWER 640348	04/07/2020		N		455.00
03/24/2020	DETROIT MI, 48264-0348	/ /	0.0000	N		0.00
		04/07/2020		Y		455.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-266-826.000	CONTRACTUAL ATTORNEY FEES	455.00

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Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Discount
Invoice Notes		Due Date		1099		Net Amount

MILLER CAN	MILLER CANFIELD PADDOCK & STONE	03/24/2020	1473102	GEN	PROFESSIONAL SERVICE	
86214	P.O. DRAWER 640348	04/07/2020		N		1,540.00
03/24/2020	DETROIT MI, 48264-0348	/ /	0.0000	N		0.00
		04/07/2020		Y		1,540.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-266-826.000	CONTRACTUAL ATTORNEY FEES	1,540.00

VENDOR TOTAL: 1,995.00

MURPHY, B	MURPHY, BARB	03/24/2020	3/2020	GEN	PAYMENT IN LIEU OF HEALTH INSURANCE	
86216	214 N MAIN ST	04/07/2020		N		504.81
03/24/2020	BANCROFT MI, 48414	/ /	0.0000	Y		0.00
		04/07/2020		Y		504.81

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-536-714.001	CITY SHARE MED INS RETIREE	252.41
591-290-714.001	CITY SHARE MED INS RETIREE	252.40
		504.81

VENDOR TOTAL: 504.81

NALCO COMP	NALCO COMPANY	03/24/2020	REF:68991673	GEN	PLANT CHEMICALS	
86190	P.O. BOX 70716	04/07/2020		N		953.40
03/24/2020	CHICAGO IL, 60673-0716	/ /	0.0000	N		0.00
		04/07/2020		N		953.40

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.004	CHEMICALS	953.40

VENDOR TOTAL: 953.40

NCL OF WI	NCL OF WISCONSIN INC	03/31/2020	436789	GEN	LAB SUPPLIES	
86252	P O BOX 8	04/07/2020		N		786.23
03/20/2020	BIRNAMWOOD WI, 54414	/ /	0.0000	N		0.00
		04/07/2020		N		786.23

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-564-775.003	LABORATORY SUPPLIES	786.23

VENDOR TOTAL: 786.23

OFFICE DEP	OFFICE DEPOT	03/18/2020	446494208001	GEN	OFFICE SUPPLIES	
86147	P O BOX 633211	04/07/2020		N		71.88

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Invoice Notes		Due Date		1099		

03/18/2020	CINCINNATI OH, 45263-3211	/ /	0.0000	N		0.00
		04/07/2020		N		71.88

Open

GL NUMBER	DESCRIPTION	AMOUNT
641-441-741.002	UNIFORMS/CLEANING/ RENTAL	28.76
590-564-740.000	OPERATING SUPPLIES	43.12
		<hr/> 71.88

OFFICE DEP	OFFICE DEPOT	03/18/2020	453006403001	GEN	CORD UNTANGLER	
86145	P O BOX 633211	04/07/2020		N		13.98
03/18/2020	CINCINNATI OH, 45263-3211	/ /	0.0000	N		0.00
		04/07/2020		N		13.98

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-301-727.000	OFFICE SUPPLIES	13.98

OFFICE DEP	OFFICE DEPOT	03/17/2020	456754834001	GEN	WTP MAINT SUPPLIES AND CITY HALL JAN	
86254	P O BOX 633211	04/07/2020		N		137.78
03/17/2020	CINCINNATI OH, 45263-3211	/ /	0.0000	N		0.00
		04/07/2020		N		137.78

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.000	MAINTENANCE SUPPLIES	68.89
101-265-775.001	JANITOR SUPPLIES	68.89
		<hr/> 137.78

OFFICE DEP	OFFICE DEPOT	03/09/2020	456755766001	GEN	DPW OFFICE SUPPLIES	
86193	P O BOX 633211	04/07/2020		N		4.49
03/09/2020	CINCINNATI OH, 45263-3211	/ /	0.0000	N		0.00
		04/07/2020		N		4.49

Open

GL NUMBER	DESCRIPTION	AMOUNT
641-441-727.000	OFFICE SUPPLIES	4.49

OFFICE DEP	OFFICE DEPOT	03/12/2020	460222134001	GEN	OFFICE SUPPLIES	
86198	P O BOX 633211	04/07/2020		N		65.36
03/12/2020	CINCINNATI OH, 45263-3211	/ /	0.0000	N		0.00
		04/07/2020		N		65.36

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-301-727.000	OFFICE SUPPLIES	45.04
101-301-740.000	OPERATING SUPPLIES	20.32
		<hr/> 65.36

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Invoice Notes		Due Date		1099		

OFFICE DEP	OFFICE DEPOT	03/31/2020	461662427001	GEN	WTP MAINT SUPPLIES	
86253	P O BOX 633211	04/07/2020		N		51.88
03/19/2020	CINCINNATI OH, 45263-3211	/ /	0.0000	N		0.00
		04/07/2020		N		51.88

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.000	MAINTENANCE SUPPLIES	51.88

VENDOR TOTAL: 345.37

PATTON, SC	PATTON, SCOTT	03/31/2020	MARCH 2020	GEN	BOARD OF REVIEW (4 DAYS)	
86259	415 W WASHINGTON	04/07/2020		N		533.88
03/31/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		04/07/2020		Y		533.88

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-247-712.002	BOARD OF REVIEW WAGES	533.88

VENDOR TOTAL: 533.88

PAYROLL	PAYROLL FUND	03/31/2020	03/28/2020	GEN	PAYROLL ENDING 3-28-2020	
86231		04/07/2020		N		158,679.44
03/31/2020	,	/ /	0.0000	N		0.00
		03/31/2020		N		158,679.44

PD CK# 92829 04/01/2020

GL NUMBER	DESCRIPTION	AMOUNT
101-000-001.002	PAYROLL CHECKING	158,679.44

VENDOR TOTAL: 158,679.44

PERKINS PL	PERKINS, DENNIS, PLLC	03/31/2020	03312020	GEN	PROFESSIONAL SERVICES MARCH 2020	
86255	528 W GRAND RIVER	04/07/2020		N		7,769.00
03/31/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		04/07/2020		Y		7,769.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-266-826.002	LEGAL FEES - RETAINER	1,050.00
101-266-826.003	LEGAL FEES - CRIMINAL	2,425.50
101-266-826.004	LEGAL FEES - CIVIL	4,273.50
101-266-956.000	MISCELLANEOUS	20.00

7,769.00

VENDOR TOTAL: 7,769.00

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Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Discount
Invoice Notes		Due Date		1099		Net Amount

PIETILA,D	PIETILA, DIANA	03/09/2020	03092020	GEN	POLICE DEPT COMPOSITE PHOTO	
86191	P.O. BOX 7142	04/07/2020		N		400.00
03/09/2020	BLOOMFIELD HILLS MI, 48302	/ /	0.0000	N		0.00
		04/07/2020		N		400.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-301-740.000	OPERATING SUPPLIES	400.00

VENDOR TOTAL: 400.00

PLESS, L	PLESS, LUANN	03/31/2020	03/2020	GEN	PAYMENT IN LIEU OF HEALTH INSURANCE	
86217	1018 PINECONE	04/07/2020		N		504.81
03/31/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		04/07/2020		Y		504.81

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-191-714.001	CITY SHARE MED INS RETIREE	504.81

VENDOR TOTAL: 504.81

EMPLOYEE	POET, JAY	03/31/2020	3-27-2020	GEN	POLICE ACADEMY REIMBURSEMENT	
86218	504 CHANDLER ST APT 301	04/07/2020		N		1,633.33
03/31/2020	HOWELL MI, 48855	/ /	0.0000	N		0.00
		04/07/2020		N		1,633.33

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-301-957.001	EDUCATION REIMBURSEMENT	1,633.33

VENDOR TOTAL: 1,633.33

RUTTAN, R	RUTTAN, REBECCA	03/31/2020	03/2020	GEN	PAYMENT IN LIEU OF HEALTH INSURANCE	
86219	7957 WAHBASEE LANE	04/07/2020		N		587.66
03/31/2020	WILLIAMSBURG MI, 49690	/ /	0.0000	N		0.00
		04/07/2020		Y		587.66

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-191-714.001	CITY SHARE MED INS RETIREE	293.83
101-215-714.001	CITY SHARE MEDICAL INS RETIREE	293.83
		587.66

VENDOR TOTAL: 587.66

RYDIN SOL	RYDIN	03/31/2020	367578	GEN	PARK STICKERS CITY & TOWNSHIP	
86220	P.O. BOX 92170	04/07/2020		N		1,024.50

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Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		

03/31/2020	ELK GROVE VILLAGE IL, 60009	/ /	0.0000	N		0.00
		04/07/2020		N		1,024.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-900.004	PRINTING BUDGET	1,024.50

VENDOR TOTAL: 1,024.50

SEHI COMPU	SEHI COMPUTER PRODUCTS, INC	03/31/2020	I00201082	GEN	DETECTIVE COMPUTER	
86223	2930 BOND ST	04/07/2020		N		926.81
03/31/2020	ROCHESTER HILLS MI, 48309	/ /	0.0000	N		0.00
		04/07/2020		N		926.81

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-301-980.004	EQUIP /COMPUTER HARDWARE	926.81

VENDOR TOTAL: 926.81

SMEDE-SON	SMEDE-SON STEEL & SUPPLY INC	03/16/2020	2001-223589	GEN	COUPLERS FOR DAM SITE	
86151	12584 INKSTER RD	04/07/2020		N		83.08
03/16/2020	REDFORD MI, 48239	/ /	0.0000	N		0.00
		04/07/2020		N		83.08

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-536-930.008	REPAIR & MAINT - PUMP STATION	83.08

VENDOR TOTAL: 83.08

STAPLES	STAPLES	03/14/2020	8057851675	GEN	OFFICE SUPPLIES	
86195		04/07/2020		N		167.15
	P.O. BOX 660409					
03/14/2020	DALLAS TX, 75266-0409	/ /	0.0000	N		0.00
		04/07/2020		N		167.15

Open

GL NUMBER	DESCRIPTION	AMOUNT
641-441-727.000	OFFICE SUPPLIES	7.33
591-564-775.000	MAINTENANCE SUPPLIES	79.91
590-564-740.000	OPERATING SUPPLIES	79.91

167.15

VENDOR TOTAL: 167.15

MDOT	STATE OF MICHIGAN	03/12/2020	591-10506759	GEN	TRAFFIC SIGNAL MAINTENANCE	
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Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		

86196	ATTN: FINANCE CASHIER	04/07/2020		N		228.09
	P.O. BOX 30648					
03/12/2020	LANSING MI, 48909	/ /	0.0000	N		0.00
		04/07/2020		N		228.09

Open

GL NUMBER	DESCRIPTION	AMOUNT
202-474-930.000	REPAIR & MAINTENANCE	228.09

VENDOR TOTAL: 228.09

STUCKER, B	STUCKER, BOB	03/31/2020	3/2020	GEN	PAYMENT IN LIEU OF HEALTH INSURANCE	
86221	P.O. BOX 116	04/07/2020		N		504.81
03/31/2020	BLISSFIELD MI, 49228	/ /	0.0000	Y		0.00
		04/07/2020		Y		504.81

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-290-714.001	CITY SHARE MED INS RETIREE	504.81

VENDOR TOTAL: 504.81

TEGGERDINE	TEGGERDINE, DAVID	03/31/2020	MARCH 2020	GEN	BOARD OF REVIEW (4DAYS)	
86257	809 S MICHIGAN	04/07/2020		N		533.88
03/31/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		04/07/2020		Y		533.88

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-247-712.002	BOARD OF REVIEW WAGES	533.88

VENDOR TOTAL: 533.88

THOMAS SC	THOMAS SCIENTIFIC	03/31/2020	1854986	GEN	LAB SUPPLIES - THERMOMETERS	
86222	1654 HIGH HILL RD	04/07/2020		N		188.03
	PO BOX 99					
03/31/2020	SWEDESBORO NJ, 08085	/ /	0.0000	N		0.00
		04/07/2020		N		188.03

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.003	LABORATORY SUPPLIES	188.03

VENDOR TOTAL: 188.03

TROY CLEAN	TROY CLEANERS COMPANY	03/12/2020	03-2020	GEN	UNIFORM CLEANING - FEB 2020	
86197	6020 FENTON RD	04/07/2020		N		352.00
03/12/2020	FLINT MI, 48507	/ /	0.0000	N		0.00
		04/07/2020		N		352.00

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Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Discount
Invoice Notes		Due Date		1099		Net Amount

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-301-741.002	UNIFORMS/CLEANING/ RENTAL	352.00

VENDOR TOTAL: 352.00

UNIVAR	UNIVAR USA INC	03/31/2020	DT845283	GEN	PLANT CHEMICALS	
86256	13009 COLLECTIONS CENTER DR	04/07/2020		N		834.45
03/31/2020	CHICAGO IL, 60693	/ /	0.0000	N		0.00
		04/07/2020		N		834.45

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-564-775.004	CHEMICALS	834.45

VENDOR TOTAL: 834.45

PERF/BONDS	V&R BUILDING COMPANY	03/23/2020	3-23-20	GEN	BLDG PERMIT REFUNDS 1711, 1721 173 C	
86149	6600 VALLEY FORGE	04/07/2020		N		64,488.00
03/23/2020	WASHINGTON MI, 48094	/ /	0.0000	Y		0.00
		04/07/2020		N		64,488.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-301-477.000	BUILDING PERMITS	8,550.00
101-000-283.000	DEV ESCROW	12,000.00
590-536-672.004	CAPITAL FEES / CITY	19,800.00
590-536-647.000	WATER METER SALES	2,019.00
591-536-672.004	CAPITAL FEES / CITY	19,800.00
591-536-647.000	WATER METER SALES - WATER	2,019.00
591-536-671.000	MISCELLANEOUS REVENUES	300.00
		64,488.00

VENDOR TOTAL: 64,488.00

VSP	VSP INSURANCE CO. (CT)	03/24/2020	808973842	GEN	VISION INSURANCE RETIREES	
86186		04/07/2020		N		231.13
	P.O. BOX 742788					
03/24/2020	LOS ANGELES CA, 90074-2788	/ /	0.0000	N		0.00
		04/07/2020		N		231.13

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000-083.001	DF FORMER EMPLOYEE/HLTH INS	231.13

VSP	VSP INSURANCE CO. (CT)	03/24/2020	808973848	GEN	VISION INSURANCE	
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Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
Invoice Notes		Due Date		1099		

86188		04/07/2020		N		1,019.06
	P.O. BOX 742788					
03/24/2020	LOS ANGELES CA, 90074-2788	/ /	0.0000	N		0.00
		04/07/2020		N		1,019.06

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000-081.001	DUE FROM REC AUTHORITY	61.27
101-290-714.000	EMPLOYEE MEDICAL INSURANCE	957.79
		<hr/> 1,019.06

VENDOR TOTAL: 1,250.19

WOODS, J	WOODS, JEFFREY	03/31/2020	3/2020	GEN	PAYMENT IN LIEU OF HEALTH INSURANCE	
86225	3758 BRITTON RD	04/07/2020		N		673.08
03/31/2020	BANCROFT MI, 48414	/ /	0.0000	N		0.00
		04/07/2020		Y		673.08

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-301-714.001	CITY SHARE MEDICAL INS RETIREE	673.08

VENDOR TOTAL: 673.08

WOOSLEY, T	WOOSLEY, TIM	03/31/2020	03/2020	GEN	PAYMENT IN LIEU OF HEALTH INSURANCE	
86224	1950 115TH AVE	04/07/2020		N		673.08
03/31/2020	EVART MI, 49631	/ /	0.0000	Y		0.00
		04/07/2020		Y		673.08

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-536-714.001	CITY SHARE MED INS RETIREE	673.08

VENDOR TOTAL: 673.08

TOTAL - ALL VENDORS: 518,416.77

NOTES