

BIG RAPIDS CHARTER TOWNSHIP BOARD REGULAR MEETING TUESDAY JUNE 3, 2025

BIG RAPIDS TOWNSHIP HALL, 14230 NORTHLAND DR.
BIG RAPIDS, MI 49307
7:00 PM

AGENDA

PLEDGE OF ALLEGIANCE.

CALL TO ORDER: 7:00 p.m. ROLL CALL: __Borkovich, __ Bechaz, __Everett, __ Marek, __ Saez, __ Teceno, __Welch,

PUBLIC COMMENT:

ADDITIONS TO AGENDA:

CORRESPONDENCE: Industrial Park Land Offer:
Tonkin Drain – Notice of Board of Review Meeting

CONSENT AGENDA

1. May 7, 2025 Meeting Minutes:
2. May 22, 2025 Special Meeting Minutes:
3. May 23, 2025 Special Meeting Minutes:
4. April Financial Report:
5. Sheriff's Report:
6. Cemetery and Grounds Report:
7. Sewer Department Report:
8. Water Department Report:
9. Building Department Report:
10. Supervisor Report:

UNFINISHED BUSINESS:

1. Industrial Park Realtor Discussion:
2. Tonkin Drain Financing:
3. Electric Gate for Highbanks Update:
4. Other:

NEW BUSINESS:

1. 2025 Tax Millage Rate Request:
2. Fire Department Sign:
3. Wastewater Treatment Agreement:
4. Other:

Financial

1. Payroll:
2. Accounts Payable:

PUBLIC COMMENT:

ADJOURNMENT:

Big Rapids Charter Township will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed material, if individuals with disabilities, upon five business days notice to the township. Individuals requiring auxiliary aids or services should contact Hannah Saez, Big Rapids Charter Township Clerk, 14212 Northland Drive, Big Rapids, MI 49307- call 231 796 3603 or fax request to 231 796 2533.

Nathan Cohen
 34231 Camino Capistrano Suite 104
 Capistrano Beach, CA 92624

4/21/2025

Reference #250421-0592

Purchase Agreement

APN: 05 004 100 002
 Acreage: 7.58
 Legal Description: SEC 04 T15N R10W COM TH S 89 DEG 59 M 32 S E 105.11 FT FROM NW COR SD SEC T

The purchase price of **\$34,282.96** will be paid in full at the time of closing unless otherwise discussed. We, the buyer, will pay the cost of completing the transaction including any outstanding property taxes within reason.

This offer is contingent upon the following terms:

1. Buyer's confirmation of the legal and physical aspects of the property ownership.
2. Said property is to be sold free and clear of all encumbrances, with a good and marketable title, and with full possession to said property available to Buyer at the date of closing.
3. Seller to provide abstract or prior owner's policy, if available.
4. This offer shall remain open until 6/2/2025 and if not accepted by then, the offer shall be rescinded, unless otherwise discussed.



Nathan Cohen (BUYER)

(SELLER)

4/21/2025

Owner (sign): _____

Owner (print): _____

Current Address: _____

Phone: _____

Email: _____

92

Nathan Cohen
34231 Camino Capistrano Suite 104
Capistrano Beach, CA 92624

4/21/2025

Reference #250421-0592

Dear Big Rapids Township :

I would like to purchase your land in **Mecosta County, Michigan** referenced in the enclosed "Purchase Agreement." The source of your ownership record is from the **Mecosta** County Assessor this information is public record, and available to anyone who requests it. I am a private investor that prides himself on quick, professional, easy transactions, and seller satisfaction. I have successfully completed many purchases like this one.

In many situations, I can deliver a **cashier's check to your door in as little as *three days for the purchase price of the property***. I will pay all the associated costs of completing this transaction including back taxes within reason as well as title and escrow fees with First American Title, Inc. if we choose to complete the transaction in this manner. The price we agree upon is the amount of the cashier's check you will receive.



If you are interested in selling, please complete the attached "Purchase Agreement" and email (take a picture) or send it back to me at the address above or simply call 1-844-543-9788.

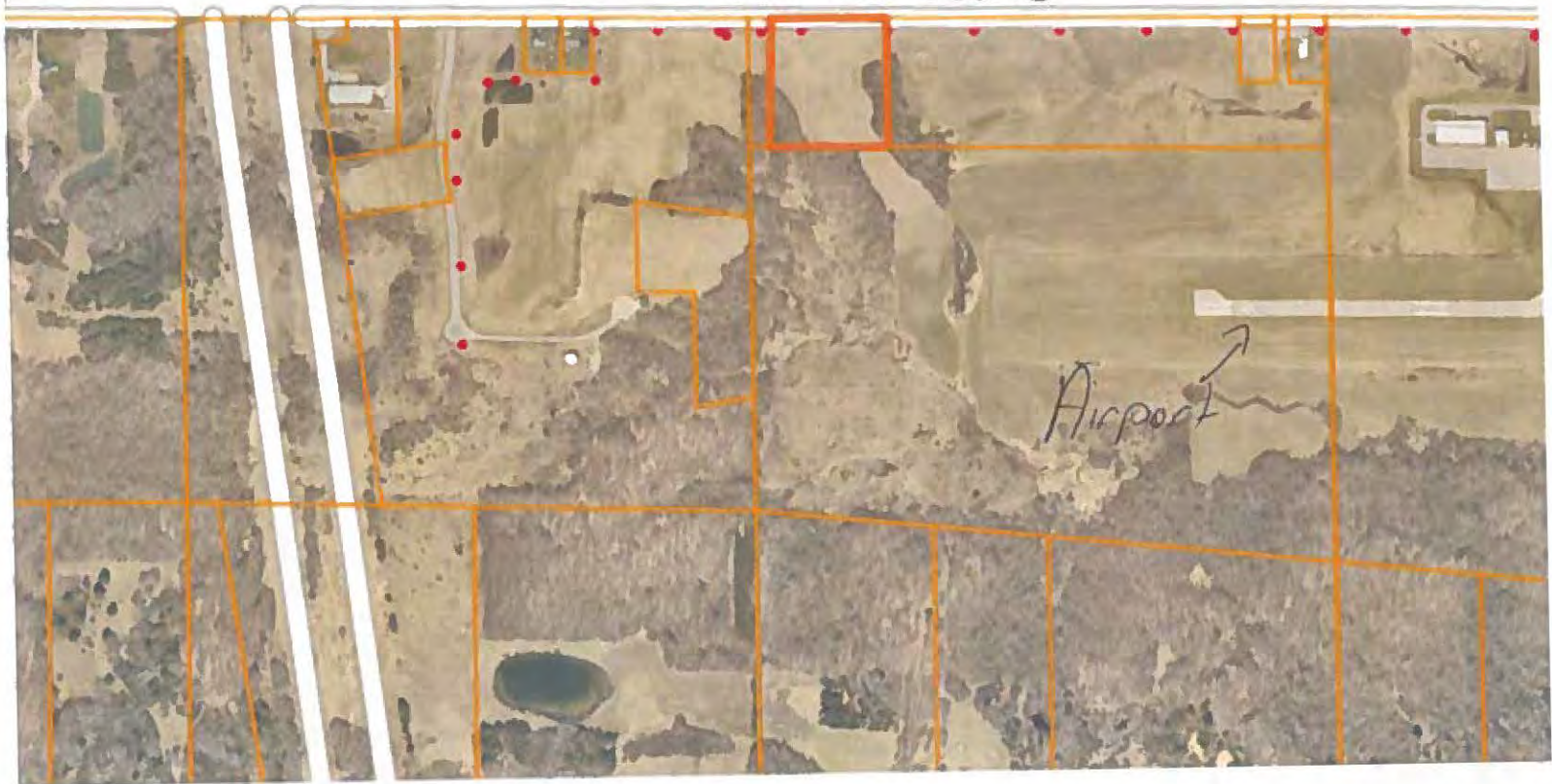
Feel free to contact me anytime to discuss this contemplated transaction or the sale of any other property you may own.

Sincerely,

Nathan Cohen

Nathan Cohen
Principal
4/21/2025

put on June



HANNAH,

CHRIS CONFIRMED THAT THIS IS IN
THE TOWNSHIP (IND. PK) I SUPPOSE WE
HAVE TO TAKE IT TO THE BOARD?
MAYBE JUNE MEETING?

BRUCE

\$ 4,522 / ACRE

STATE OF MICHIGAN
OFFICE OF THE MECOSTA COUNTY DRAIN COMMISSIONER

IN THE MATTER OF THE TONKIN DRAIN

Probate Court File Nos. **25-3117-ML**
 25-3118-ML
 25-3119-ML
 25-3120-ML
 25-3121-ML
 25-3122-ML
 25-3123-ML

NOTICE OF MEETING OF BOARD OF REVIEW

DATE: Wednesday, June 4, 2025
TIME: 9:00 A.M.
LOCATION: Mecosta County Probate Court
 400 Elm Street
 Big Rapids, MI 49307
QUESTIONS: (231) 216-0433

Notice is Hereby Given that the Tonkin Drain Board of Review, composed of Patricia Langworthy, Randall L. Vetter, and Ryan Bollman, will meet on **June 4, 2025 at 9:00 AM at the Mecosta County Probate Court, 400 Elm Street, Big Rapids, Michigan 49307** to review the apportionment of benefits for a certain drain known and designated as the Tonkin Drain located in Mecosta County.

The Board of Review for the Tonkin Drain in Mecosta County was appointed on application of landowners who filed an appeal of the apportionments as provided in MCL 280.155.

The Board of Review will receive testimony and evidence and review the apportionment of benefits and take such further measures as required under MCL 280.156 and MCL 280.157.

Proceedings conducted at this Board of Review will be subject to the provisions of the Michigan Open Meetings Act and you are further notified that information regarding this meeting may be obtained from the Mecosta County Drain Commissioner. Persons with disabilities needing accommodations for effective participation in the meeting should contact the Mecosta County Drain Commissioner at the number noted above (voice) in advance of the meeting to request mobility, visual, hearing, or other assistance.

Dated May 29, 2025

Karla Miller
Mecosta County Drain Commissioner

**BIG RAPIDS CHARTER TOWNSHIP BOARD
REGULAR MEETING WEDNESDAY, MAY 7, 2025
BIG RAPIDS TOWNSHIP HALL, 14230 NORTHLAND DR.
BIG RAPIDS, MI 49307
7:00 PM
UNAPPROVED**

CALL TO ORDER: 7:00 p.m. **ROLL CALL:** Borkovich, Bechaz, Everett, Marek, Saez, Teceno, Welch, present.

PUBLIC COMMENT:

ADDITIONS TO AGENDA:

CORRESPONDENCE: EGLE: Roben Hood Airport Permit

Tonkin Drain – Notice of Review of Drainage District – Reminder of the meeting on Tuesday May 13, from 9-5 at the County Services Building in Room F.

CONSENT AGENDA

1. April 9, 2025 Meeting Minutes:
2. April 9, 2025 Election Commission Minutes:
3. April 23, Special Meeting Minutes:
4. March Financial Report:
5. Sheriff's Report:
6. Cemetery and Grounds Report:
7. Sewer Department Report:
8. Water Department Report:
9. Planning Commission Minutes:
10. Building Department Report:
11. Supervisor Report:

A motion to approve of the condensed agenda was made by Saez and supported by Everett. Motion passed unanimously.

UNFINISHED BUSINESS:

1. **Industrial Park Realtor Bids:** A motion was made by Bechaz to set a Realtor Bid Deadline 2 weeks from today. (5/21/25). Supported by Teceno. Motion passed unanimously.
2. **MCDC Property Transfer Update:** A motion was made by Saez to incorporate both MCDC properties into the Industrial Park. Supported by Bechaz. Motion passed unanimously.
An additional motion was made by Saez to allow Borkovich to contact the Amish to deconstruct the Silo on one of the properties. Supported by Welch. Motion passed unanimously.
3. **Pancake Meet & Greet Signup Sheet:**
4. **Tonkin Drain Resolution 2025-09:** A motion was made by Saez to approve of Resolution 2025-09, Resolution approving Disclosure undertaking for the Tonkin Drain Drainage District 2025 Drain Bonds. Supported by Marek. Motion passed unanimously on a roll call vote.
5. **Other:**

NEW BUSINESS:

1. **FSU Police Officer Recognition:** Presented to Officer Herrera for his outstanding work in keeping Big Rapids Township Safe by conducting a remarkable number of drunk driving arrests in the past year.
2. **Supervisor Power/Duties Discussion:**
3. **Energy Storage, Ordinance Amendment 2025-06:** A motion was made by Everett to approve of Resolution 2025-06, Energy Storage, and supported by Teceno. Motion passed unanimously on a roll call vote.
4. **Solar Energy, Ordinance Amendment 2025-07:** A motion was made by Marek to approve of Resolution 2025-07, Solar Energy, and supported by Bechaz. Motion passed unanimously on a roll call vote.
5. **Wind Energy, Ordinance Amendment 2025-08:** A motion was made by Teceno to approve of Resolution 2025-08, Wind Energy, and supported by Everett. Motion passed unanimously on a roll call vote.
6. **Electric Gate for Highbanks:** A motion was made by Marek to approve of the Electric Gate Quote from Cedar Springs Fence for no more than \$9,000. Supported by Teceno. Motion passed unanimously on a roll call vote.
7. **Emergency lock for Office:** A motion was made by Teceno to approve of up to \$4,500 for the installation of an emergency lock. Supported by Bechaz. Motion passed unanimously on a roll call vote.
8. **MUM Insurance Renewal:** A motion was made by Saez to approve of the MUM Insurance Renewal in the amount of \$15,914. Supported by Welch. Motion passed unanimously on a roll call vote.
9. **Building Department Rent Discussion:** Tabled.
10. **Handbook Updates:** A motion was made by Bechaz to approve of the updated Handbook. Supported by Saez. Motion passed unanimously on a roll call vote.
11. **Health Insurance Renewal:** Tabled.

12. **Other:** A Special Meeting was set for May 22, at 6pm, to discuss Health Insurance, and a Plumbing/Mechanical Inspector.

Financial

1. **Payroll:** A motion was made by Marek to approve of Payroll in the amount of \$29,051.81. Supported by Bechaz. Motion passed unanimously on a roll call vote.
2. **Accounts Payable:** A motion was made by Marek to approve of Accounts Payables in the amount of \$132,445.22. Supported of Teceno. Motion passed unanimously on a roll call vote.

PUBLIC COMMENT:

ADJOURNMENT: 8:42pm

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**BIG RAPIDS CHARTER TOWNSHIP BOARD
SPECIAL MEETING THURSDAY, May 22nd, 2025
BIG RAPIDS CHARTER TOWNSHIP HALL
14230 NORTHLAND DRIVE, BIG RAPIDS MI 49307
6:00PM
UNAPPROVED**

PLEDGE OF ALLEGIANCE.

CALL TO ORDER: 6:00PM ROLL CALL: Borkovich, Saez, Marek, Teceno, Everett, Welch, Bechaz present.

PUBLIC COMMENT: Gary Gilbert – No discussion of Tonkin Drain for the last 7 years, original project that was petitioned was much smaller.

Borkovich – Knows of a timeline of 5 years to continue after petition, meeting with engineers and starting the project counts.

Joe McNally – Mentioned reaching out to an Agriculture Attorney – to give Bruce contact information.

Gordy Gilbert – Anyone who appeals now must have a \$15,000 bond right? Can we request that the Township calls Dana Nessel and ask about the \$15,000 bond?

Borkovich to call in morning when office opens.

ADDITIONS TO AGENDA:

Items of Business:

1. **Plumbing/Mechanical Inspector:** A motion was made by Teceno to continue with Eldred and a raise to \$70 per inspection. Supported by Bechaz. Motion passed unanimously.
2. **Health Insurance:** A motion was made by Bechaz to renew the current Health Insurance Plan. Supported by Welch. Motion passed unanimously.
3. **Industrial Park Realtor Bid Submissions:** A motion was made by Welch to approve of contracting with Heather Miller to market and sell the Industrial park with review for renewal at six months. Supported by Marek. Motion passed unanimously.
4. **Prior Contacts:** A motion was made by Borkovich that any contacts prior to appointing Heather Miller are exempt from the contract. Supported by Everett. Motion passed unanimously.

A special Meeting to request the Drain Commissioner's attendance was set for 5/23/25 at 12pm.

ADJOURNMENT: 6:53pm

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**BIG RAPIDS CHARTER TOWNSHIP BOARD
SPECIAL MEETING FRIDAY, May 23rd, 2025
BIG RAPIDS CHARTER TOWNSHIP HALL
14230 NORTHLAND DRIVE, BIG RAPIDS MI 49307
12:00PM
UNAPPROVED**

PLEDGE OF ALLEGIANCE.

CALL TO ORDER: 12:00PM ROLL CALL: Borkovich, Marek, Teceno, Everett, Bechaz present. Saez, Welch absent.

PUBLIC COMMENT: A discussion over the Tonkin Drain Assessment concerns was held.

Items of Business:

1. **Q&A with Drain Commissioner:** Karla Miller declined attending and stated that she wished to wait until the appeal period was over to have any meetings.
2. **Tonkin Drain Appeal Process:** A motion was made by Borkovich to make a Resolution to approve the costs and process of filing an appeal in probate court on the Township portion of the Tonkin Drain. Supported by Bechaz. Motion passed 5-0. Saez, Welch absent.

ADJOURNMENT: 1:18pm

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GL Number	Description	Beginning Balance
703-000-001.000	Cash - SAVINGS+CHECKING TAX	7,930.28
Beginning GL Balance:		7,930.28
Add: Cash Receipts		4,612.86
Add: Tax Receipts		1,064.46
Less: Cash Disbursements		(4,612.86)
Add: Journal Entries/Other		22.50
Ending GL Balance:		9,017.24

GL Number	Description	Ending Balance
703-000-001.000	Cash - SAVINGS+CHECKING TAX	9,017.24
Ending GL Balance:		9,017.24
Ending Bank Balance:		40,932.16
Add: Deposits in Transit		
	Ryan Creek Deposit not posted	(27,302.06)
Less: Outstanding Checks		(27,302.06)

AP Checks			
Check Date	Check Number	Name	Amount
04/22/2025	4389	BIG RAPIDS PUBLIC SCHOOL	1,432.11
04/28/2025	4394	BIG RAPIDS TOWNSHIP GEN. FUND	734.54
04/28/2025	4395	MECOSTA COUNTY AREA TRANSIT	64.72
04/28/2025	4396	MECOSTA COUNTY TREASURER	1,731.13
04/28/2025	4397	MOISD	650.36
Total - 5 Outstanding Checks:			4,612.86
Adjusted Bank Balance			9,017.24
Unreconciled Difference:			0.00

REVIEWED BY: Dena Marek & [Signature]

DATE: 05/02/25

05/02/2025 05:26 PM
User: Dena Marek
DB: Big Rapids Town

BANK RECONCILIATION FOR BIG RAPIDS TOWNSHIP
Bank: T=BIL (T=BILL)
FROM 04/01/2025 TO 04/30/2025
Reconciliation Record ID: 196

Beginning GL Balance:	100,305.52
Add: Journal Entries/Other	324.45
Ending GL Balance:	100,629.97
Ending Bank Balance:	100,629.97
Add: Deposits in Transit	0.00
Less: Outstanding Checks	
Total - 0 Outstanding Checks:	
Adjusted Bank Balance	100,629.97
Unreconciled Difference:	0.00

REVIEWED BY: Dena Marek DATE: 05/02/25

GL Number	Description	Beginning Balance
101-000-001.000	GENERAL FUND Cash - Checking	1,330,917.54
204-000-001.000	MUNICIPAL STREET FUND - CASH	467,830.33
206-000-001.000	FIRE FUND Cash - Checking	389,245.01
212-000-001.000	LIQUOR LAW FUND Cash - Savings	193.28
249-000-001.000	BUILDING INSP FUND Cash - Savings	127,185.68
271-000-001.000	LIBRARY FUND CASH	39,548.40
590-000-001.000	SEWER FUND Cash - Savings	1,581,471.65
591-000-001.000	WATER FUND - CASH	(4,200.08)
701-000-001.000	TRUST & AGENCY CASH	100.00
708-000-001.000	METRO FUND CASH	54,717.59
711-000-001.000	HIGHLAND VIEW - CASH	3,207.76
711-000-001.100	HVC Cash Expendable	21,458.46
711-000-002.200	HVC - PRICE CASH EXPENDABLE	356.87
711-000-002.201	HVC - PRICE CASH NON-EXPENDABLE	500.00
711-000-002.300	HVC - COOKINGHAM CASH EXPENDABLE	550.25
711-000-002.301	HVC - COOKINGHAM CASH NON-EXPENDABLE	500.00
711-000-002.400	HVC - SHEPHERD CASH EXPENDABLE	132.30
711-000-002.401	HVC - SHEPHERD CASH NON-EXPENDABLE	500.00
711-000-002.500	HVC - LYDELL CASH EXPENDABLE	38.22
711-000-002.501	HVC - LYDELL CASH NON-EXPENDABLE	500.00
711-000-002.600	HVC - LEWIS CASH EXPENDABLE	410.72
711-000-002.601	HVC - LEWIS CASH NON-EXPENDABLE	1,000.00
850-000-001.000	PAYROLL CLEARING FUND Cash - Savings	(13,239.98)

Beginning GL Balance:	4,002,924.00
Add: Cash Receipts	82,151.07
Less: Cash Disbursements	(117,851.89)
Less: Payroll Disbursements	(20,969.19)
Add: Journal Entries/Other	16,766.30
Ending GL Balance:	3,963,020.29

GL Number	Description	Ending Balance
101-000-001.000	GENERAL FUND Cash - Checking	1,310,234.01
204-000-001.000	MUNICIPAL STREET FUND - CASH	469,094.37
206-000-001.000	FIRE FUND Cash - Checking	388,982.96
212-000-001.000	LIQUOR LAW FUND Cash - Savings	193.82
249-000-001.000	BUILDING INSP FUND Cash - Savings	126,359.82
271-000-001.000	LIBRARY FUND CASH	
590-000-001.000	SEWER FUND Cash - Savings	1,602,310.28
591-000-001.000	WATER FUND - CASH	(5,111.93)
701-000-001.000	TRUST & AGENCY CASH	100.00
708-000-001.000	METRO FUND CASH	54,865.39
711-000-001.000	HIGHLAND VIEW - CASH	3,216.44
711-000-001.100	HVC Cash Expendable	21,516.43
711-000-002.200	HVC - PRICE CASH EXPENDABLE	356.87
711-000-002.201	HVC - PRICE CASH NON-EXPENDABLE	500.00
711-000-002.300	HVC - COOKINGHAM CASH EXPENDABLE	550.25
711-000-002.301	HVC - COOKINGHAM CASH NON-EXPENDABLE	500.00
711-000-002.400	HVC - SHEPHERD CASH EXPENDABLE	132.30
711-000-002.401	HVC - SHEPHERD CASH NON-EXPENDABLE	500.00
711-000-002.500	HVC - LYDELL CASH EXPENDABLE	38.22
711-000-002.501	HVC - LYDELL CASH NON-EXPENDABLE	500.00
711-000-002.600	HVC - LEWIS CASH EXPENDABLE	410.72
711-000-002.601	HVC - LEWIS CASH NON-EXPENDABLE	1,000.00
850-000-001.000	PAYROLL CLEARING FUND Cash - Savings	(13,229.66)

Ending GL Balance: 3,963,020.29

Ending Bank Balance: 3,938,834.01

Add: Deposits in Transit

May Payroll early	22,642.49
DTE ACH early	1,952.93
Consumers ACH early	303.42
	24,898.84

Less: Outstanding Checks

AP Checks

Check Date	Check Number	Name	Amount
04/09/2025	34920	JOANNAH SHELDON	250.00
04/23/2025	34938	JOANNAH SHELDON	100.00
04/23/2025	34939	MECOSTA COUNTY ROAD COMMISSION	51.56
04/23/2025	34940	MECOSTA COUNTY TREASURER	200.00

Payroll Checks

Check Date	Check Number	Name	Amount
04/01/2025	13678	BEAN, SUSAN	111.00

Total - 5 Outstanding Checks:	712.56
Adjusted Bank Balance	3,963,020.29
Unreconciled Difference:	0.00

REVIEWED BY: Dena Marek [Signature]

DATE: 05/02/25

MECOSTA COUNTY SHERIFF'S OFFICE

Sheriff Brian Miller

225 S. Stewart Avenue, Big Rapids, MI, 49307

(231) 592-0150 Fax (231) 796-5577

Big Rapids Township Monthly Report: April 2025

Traffic Stops-28

Traffic Tickets-8

Appearance Tickets-0

Property Damage Crashes-15

Physical Arrests-11

Animal Control-0

VSU Call Outs-0

Total MCSO Complaints-75

Activities/Information:

On 04-03-2025 at 1324 hours a deputy was dispatched to a business on Perry Ave near 215th Ave in reference to a retail fraud complaint. Dispatch advised the store manager stated that they just had an attempted retail fraud committed by a black male and a black female who attempted to push out over \$1,000 of merchandise. He advised that they were able to recover all the merchandise, and the suspects later fled in a U-Haul. The suspects were later identified, with the 51-year-old male being identified and spoken to, denying any knowledge of the attempted theft. The 19-year-old female was also identified, with attempts to speak to her being negative. A warrant request was submitted and later authorized for the female.

On 04-05-2025 at 0556 hours deputies were dispatched to a hotel on Waldron Way in reference to a 20-year-old male, who they had dealt with on a couple of different occasions leading up to this call, refusing to go with his father to a rehab facility. Further investigation led to the discovery and seizure of a white powdery substance believed to be cocaine in the room of the 20-year-old. The drugs were seized, with the young man being arrested for VCSA.

On 04-08-2025 at approximately 2100 hours a deputy arrested a 20-year-old male on an outstanding warrant at an address on 14 Mile Rd near Northland Dr. On 04-08-2025 at approximately 2130 hours a deputy arrested a 25-year-old female on an outstanding warrant at an address on 14 Mile Rd near Northland Dr.

On 04-15-2025, at approximately 1835 hours, a deputy was dispatched to a domestic at an address on N State St near 175th Ave. After investigating the matter, a 44-year-old male was arrested for domestic assault.

On 04-16-2025 at 1815 hours three males, 18, 19 and 21 years of age respectively were arrested for assault and battery for threatening a 44-year-old male in on N. State St near 17th Ave. This is a continuation of the prior complaint with the 44-year-old.

On 04-19-2025 at approximately 1000 hours a deputy was advised that a red pickup truck was in the parking lot of a business on Waldron Way and the occupant of the vehicle had been dumping trash out of the bed of the truck into the parking lot and leaving it. The deputy was able to locate the truck and its driver, a 50-year-old female. After making contact with her, it was discovered she had an outstanding warrant for her arrest. She was taken into custody on the warrant and lodged at the Mecosta County Jail.

On 04-19-2025 at 1124 hours I, a deputy was dispatched to an area check in front of a business on Northland Dr near 14 Mile Rd. While en route he was advised by Meceola Central Dispatch the caller stated that there was a male who appeared to be intoxicated or under the influence, talking to himself, swaying back and forth, sitting in a green Jeep parked in the lot just north of the business. The deputy made a traffic stop on the vehicle, and after investigating the matter, arrested the 35-year-old male for OUID.

On 04-20-2025 at 1253 hours a deputy was dispatched to a larceny at the Park & Ride on Perry and US 131 in reference to a vehicle breaking and entering and larceny. He was advised by Meceola Central Dispatch that a 90s model, tan or silver Cadillac had backed into the Park & Ride, opened the victim's door and stole a few items out of his center console and out of his seat. The complainant advised he was unable to get a license plate of the vehicle because the vehicle's license plate had been folded up in a manner to conceal the plate number. The deputy arrived on scene and spoke to the complainant, who advised that his vehicle was unlocked, and he had already gone through the vehicle looking to see what items had been taken. The complainant advised that the suspect was a male in his late or early 20s, approximately 6ft with brown hair and a scraggly beard. He advised he was driving a tan or silver Cadillac Deville. A search of the area was conducted with the suspect vehicle not being located.

On 04-20-2025 at approximately 2007 hours a deputy was dispatched to a business on 16 Mile Rd near 190th Ave for a female, later identified as 41 years old, who walked into the business and advised that she just walked from the hotel and that she was having issues with her boyfriend. The caller advised that she was shaking badly and seemed bothered. She was found to have a warrant for her arrest out of Clare County. She was transported to M66 / US10 and she was turned over to the Clare County Deputy. It was later discovered that she threw a Meth pipe and a small clear baggie with a white substance that was later discovered to be Meth in the garbage at the business. A warrant request was submitted to the prosecutor's office that was later authorized for the female.

On 04-24-2025 at approximately 2006 hours a deputy was dispatched to an address on 16 Mile Rd near 190th Ave for a suspicious activity complaint. Kids were playing outside and saw two suspicious males hanging around the apartment complex. The deputy arrived on scene and discovered one of them, a 33-year-old male had an outstanding probation violation warrant and was arrested.

Big Rapids Charter Township

Cemetery and Grounds Monthly Report

May. 2025

Activity:

- 1- Grounds at the cemetery.**
- 2- Grounds at parks/township/FD.**
- 3- Building and Equipment Maintenance**
- 4- Full Burials =1 . Cremains. =2.**
- 5- Foundation completed =10.**

Month summary:

Blake and I replaced the soffit and fascia on the south side of the township building. We painted the soffit and fascia before installing them to match the color. I rented a 40ft towable man lift and flew up to do the replacement at the end of last month.

This month, I took the plow truck to the mechanic, caught roughly 15 mice at the fire hall, had the tires swapped on the Ford F250, fixed veterans' flags, and placed flags in medallions at the cemetery to prepare for Memorial Day. I did a hydraulic fluid change on the last mower, and all mowers are ready for the season. I de-winterized Highbanks Park and opened it up on May 1st. We had a lot of spring-cleaning to do and cleared out felled trees from the walking path, removed branches, and fertilized the ballfield at the park. We planted flowers in the Little Arlington Garden bed at the cemetery for Memorial Day. We spent most of our time this month mowing and string trimming at the cemetery to be ready for Memorial Day. Didn't have any complaints and heard nothing but compliments all month for both the cemetery and Highbanks Park.

Brett Phillips
Grounds Manager



Northwest Kent Mechanical Co.

Commercial • Industrial • Institutional

P.O. Box 216K • 4095 16 Mile Road

Cedar Springs, MI 49319

(616) 696-9026 • Fax (616) 696-9327

www.nwkentmech.com

May 30, 2025

Mr. Bruce Borkovich
Big Rapids Township
14212 Northland Drive
Big Rapids, MI 49307

RE: Monthly Lift Station Report

Dear Bruce:

Well, another month has passed, and it has been rather eventful to say the least. We have completed the (10) Lift Station Wetwell cleanings along with the camera and jetting work on 10" gravity main on Waldron Way and have a couple concerns to report.

On Waldron Way the main line was so full of grease that it took several attempts to get this line clear. We had to run the jetter from both directions to accomplish this and had the camera follow along with the jetter in order to even record what kind of shape the line was in by NOT getting this task done on a regular basis. We would like to see this revert back to its original schedule of (3) times a year which was the EPA recommendation rather than replacing the line or at a minimum of twice annually. We will be sending you the video showing what condition the 10" main was in via email and will plan to be at the next board meeting for any review or explanation as to what you are looking at for clarity.

Now on the Lift Station Wetwell Cleanings, all went pretty well but we did find that at Hills of Mitchell Creek the air bell that is part of the bubbler system to monitor station levels is missing and should be replaced. The station is operating without it but should be addressed. At the Sheridan Lift Station we had a real problem with getting the chamber pumped down. We did some calculations to find that either pump is only moving approximately 100 gpm at 30 psi which back in March we were operating at approximately 614 gpm at 15 psi and 469 gpm at 15 psi in April and because it is the same with either pump we feel that there is a possible issue with the force main itself and should be checked out. We will be in contact with Progressive / Mike Oezer on this as well-being that this station isn't that old for any input he can offer. Will keep you updated on that as well.

The Stations overall general condition and operations other than what was reported are in good condition and are operating as designed.

Meter readings for the month are as follows:

Perry street- 126,627.17

Industrial park- 7,064.12

Gilbert street- 3076300

We still have the davit socket to install at Gilbert Street Station which should be complete first part of June.

As always it is a pleasure to serve the township and community in this capacity and if you have any questions or concerns, please feel free to contact me.

Sincerely,

Mark Ducat
Northwest Kent Mechanical Co.
616-885-6050

Big Rapids Township Industrial Park Water Plant Monthly Report

April 2025

All operations are normal at the plant. Well number 2 has been working great and producing plenty of water for the distribution system, the chlorine residual has been maintaining at 0.8 mg/L or parts per million.

The water use report I sent into EGLE was approved. I am also in the process of changing over to a new MOR sheet EGLE is requiring.

The diesel fuel is just below 3/4 full for the generator and the distribution pumps and motors are all working well.

Building

Permit #	Contractor	Job Address	Fee Total	Const. Value
PB25-0006	LANGWORTHY DAVID J & CH	19138 FOX GLOVE CIRCLE	\$1,327.00	\$380,000
Work Description: NEW CONSTRUCTION: 2,369 SQFT				
PB25-0013	SCHLUTER JOHN & SUSAN	22485 14 MILE RD	\$325.00	\$40,000
Work Description: GARAGE 30'X40'				
PB25-0023	FISCHER LARRY	21605 FOREST LAKE DR	\$170.00	\$4,630
Work Description: CARPORT 24'X30'				
PB25-0025	GREEN DEVELOPMENT VENT	20836 ROLLING HILLS LN	\$997.00	\$213,970
Work Description: NEW RESIDENCE 2,372 SQFT				
PB25-0026	GREEN DEVELOPMENT VENT	16499 MITCHELL CREEK TRL	\$997.00	\$213,970
Work Description: NEW RESIDENCE, 2,372 SQFT				
PB25-0027	GREEN DEVELOPMENT VENT	16377 MITCHELL CREEK TRL	\$1,036.00	\$227,211
Work Description: NEW RESIDENCE 3,320 SQFT				
PB25-0028	GREEN DEVELOPMENT VENT	20804 ROLLING HILLS LANE	\$994.00	\$213,047
Work Description: NEW RESIDENCE 2,127 SQFT				
PB25-0029	POULOS CHRISTOPHER & TRI	19077 FOX GLOVE CIR	\$204.00	\$6,000
Work Description: NEW DECK 12'X16'				
PB25-0030	ZIMMERMAN JOHN D JR & BE	13781 220TH AVE	\$369.00	\$38,016
Work Description: RE-BUILD OF GARAGE - 32'X36'				
PB25-0031	BERNARD, SCOTT A & VICKIE	21050 14 MILE RD	\$375.00	\$39,600
Work Description: POLE BARN 30'X40'				

Total Permits For Type: 10

Total Fees For Type: \$6,794.00

Total Const. Value For Type: \$1,376,444

Electrical

Permit #	Contractor	Job Address	Fee Total	Const. Value
PE25-0014	HABITAT FOR HUMANITY ME	15200 220TH AVE	\$126.00	\$0
Work Description: REMODEL, 1 CIRUIT, LIGHTING, 2 INSPECTIONS				
PE25-0015	LANGWORTHY DAVID J & CH	19138 FOX GLOVE CIRCLE	\$412.00	\$0
Work Description: NEW CONSTRUCTION: SERVICE, 40 CIRCUITS, DISHWASHER, FURNACE, 220 OUTLET, FEEDER BUS DUCT, MOTOR, LIGHTING, 3 INSPECTIONS				
PE25-0016	FISCHER LARRY	21605 FOREST LAKE DR	\$85.00	\$0
Work Description: CARPORT: SERVICE, 1 INSPECTION				

PE25-0017	BIG RAPIDS CHARTER TOWNS	14230 NORTHLAND DR	\$226.00	\$0
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Work Description: (1) service; (12) circuits; (1) lighting fixtures; (1) furnace; (1) feeder/ buss duct; (4) motors; (2) inspections

PE25-0018	BIG RAPIDS CHARTER TOWNS	19500 ARROWHEAD LN	\$90.00	\$0
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Work Description: (1) service; (1) circuits

PE25-0019	IGNASIAK MARK J	14847 225TH AVE	\$106.00	\$0
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Work Description: 1 200 AMP,1 Light Fixture,1 dishwasher, 1 Disposal,

Total Permits For Type: **6**

Total Fees For Type: **\$1,045.00**

Total Const. Value For Type: **\$0**

Mechanical

Permit #	Contractor	Job Address	Fee Total	Const. Value
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PM25-0017	SCOBY, JERRY L & GLADYS M	19433 GOLFFVIEW DR	\$135.00	\$0
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Work Description: Install 2 A/C Splits

PM25-0018	PEPPER GLEN & RENEE	14219 RIVERSWAY	\$135.00	\$0
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Work Description: (1) Gas/Oil Burning Furnance; (1) Air Conditioner; (1) final inspection

PM25-0019	TENNANT DALE & TRACY	13907 190TH AVENUE	\$145.00	\$0
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Work Description: (1) Bath & Kitchet Exhaust; (1) Piping; (1) Rough-in inspection; (1) Final inspection (*note from contractor – basement level finish)

Total Permits For Type: **3**

Total Fees For Type: **\$415.00**

Total Const. Value For Type: **\$0**

Plumbing

Permit #	Contractor	Job Address	Fee Total	Const. Value
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PP25-0009	GREEN DEVOLOPMENT VENT	20836 ROLLING HILLS LN	\$85.00	\$0
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Work Description: NEW RESIDENCE, SEWER CONNECTION, 1 INSPECTION

PP25-0010	GREEN DEVOLOPMENT VENT	16499 MITCHELL CREEK TRL	\$85.00	\$0
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Work Description: NEW RESIDENCE, SEWER CONNECTION, 1 INSPECTION

PP25-0011	GREEN DEVELOPMENT VENT	16377 MITCHELL CREEK TRL	\$85.00	\$0
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Work Description: NEW CONSTRUCTION, SEWER CONNECTION, 1 INSPECTION

PP25-0012	GREEN DEVOLOPMENT VENT	20804 ROLLING HILLS LANE	\$85.00	\$0
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Work Description: NEW RESIDENCE, SEWER CONNECTION, 1 INSPECTION

PP25-0013	RICKETTS RONALD & KYREN	14168 TRILLIUM LANE	\$276.00	\$0
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Work Description: 17 FIXTURES, 2 STACKS, SUMP, SUBSOIL DRAIN, WATER SERVICE, SEWER CONNECTION, 3 INSPECTIONS

PP25-0014	TENWALDE JASON	20449 THORNAPPLE LANE	\$189.00	\$0
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Work Description: NEW CONSTRUCTION, 10 FIXTURES, 3 STACKS, WATER DISTRIBUTION, SEWER, 2 INSPECTIONS

PP25-0015	IGNASIAK MARK J	14847 225TH AVE	\$105.00	\$0
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Work Description: 6 Fixtures

PP25-0016	LATTIMORE ANDY & CATHER	18401 15 MILE RD	\$85.00	\$0
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Work Description: MOBILE HOME, WATER DISTRIBUTION, SEWER, 1 INSPECTION

Total Permits For Type: 8

Total Fees For Type: \$995.00

Total Const. Value For Type: \$0

TAP IN FEE

Permit #	Contractor	Job Address	Fee Total	Const. Value
PT25-0002	GREEN DEVELOPMENT VENT	20836 ROLLING HILLS LN	\$0.00	\$0
Work Description: TAP-IN FEE \$2,500.00 PAID 05/06/25 CHECK #6661				
PT25-0003	GREEN DEVELOPMENT VENT	16499 MITCHELL CREEK TRL	\$0.00	\$0
Work Description: TAP-IN FEE \$2,500.00 PAID 05/06/25 CHECK #6660				
PT25-0004	GREEN DEVELOPMENT VENT	16377 MITCHELL CREEK TRL	\$0.00	\$0
Work Description: TAP-IN FEE \$2,500.00 PAID 05/06/25 CHECK #6659				
PT25-0005	GREEN DEVELOPMENT VENT	20804 ROLLING HILLS LANE	\$0.00	\$0
Work Description: TAP-IN FEE \$2,500.00 PAID 05/06/25 CHECK #6662				

Total Permits For Type: 4

Total Fees For Type: \$0.00

Total Const. Value For Type: \$0

Zoning Clearance

Permit #	Contractor	Job Address	Fee Total	Const. Value
PZ25-0007	GREEN DEVELOPMENT VENT	20836 ROLLING HILLS LN	\$25.00	\$0
Work Description: ZONING CLEARANCE				
PZ25-0008	GREEN DEVELOPMENT VENT	16499 MITCHELL CREEK TRL	\$25.00	\$0
Work Description: NEW RESIDENCE - ZONING CLEARANCE				
PZ25-0009	GREEN DEVELOPMENT VENT	16377 MITCHELL CREEK TRL	\$25.00	\$0
Work Description: NEW RESIDENCE ZONING CLEARANCE				
PZ25-0010	GREEN DEVELOPMENT VENT	20804 ROLLING HILLS LANE	\$25.00	\$0
Work Description: NEW RESIDENCE ZONING CLEARANCE				

Total Permits For Type: 4

Total Fees For Type: \$100.00

Total Const. Value For Type: \$0

Report Summary

Population: All Records
Permit.DateIssued Between
5/1/2025 12:00:00 AM AND
5/31/2025 11:59:59 PM AND
Permit.AmountPaidTotal Between
0 AND 1,000,000

Grand Total Fees:	\$9,349.00
Grand Total Permits:	35
Grand Total Const. Value:	\$1,376,444

BRCT MEETING JUNE 3, 2025

SUPERVISORS REPORT

A lot is happening at the Township! Here are the highlights (or lowlights):

1. We are continuously bombarded with Tonkin Drain issues. Two of you were not able to attend the special meeting last Friday, but it was well attended, with great input from our public. We did invite Karla Miller, but when I talked to her last Friday morning, she advised that she is choosing not to attend, due to an appeal that has been filed. The good news is that our residents do not have any animosity toward the board, and they are very appreciative of all of the help and support that the office has provided. Also, you probably know that the board present voted to appeal our assessment, and I sent our position for the attorney to prepare our case. Please reach out to me if you would like to see a copy of my email to our attorney.
2. The company installing our automatic gate at the park expects to have everything installed within the next two weeks. We are waiting to hear back from Consumers as to when they will have their part of the project done.
3. We have our realtor(s) presenting at our meeting. I met with the realtors this week, to discuss and make changes to the draft of the contract. I met with two people who are interested in the property, and showed them around (you will see a board document pertaining to this topic).
4. On June 10, Cooks Tree Service will begin a week-long project cutting and trimming at the cemetery. I inspected the cemetery on Tuesday after Memorial Day, and I think we can, and will do better out there.
5. We have our security door mechanism installed, and its really awesome! It is a much-needed security tool for the office. We also added a door chime, so anyone working in the back will know if someone walks in.
6. I decided that we need to go in a different direction regarding our grounds manager- he will end his employment on June 20. We are currently taking applications for that position, and for temporary seasonal help. We will be setting up interviews next week.
7. Lots more going on, but these are the highlights. Thanks for what you do for our residents!

Bruce

May 29, 2025

TO: BRCT Board
FROM: Bruce Borkovich
SUBJECT: Marketing/Sale of Industrial Park Property

I met with our realtor, Heather Miller, and her associate, Chuck Ames from Century 21. We went over a draft of the contract, and made some adjustments. They will bring what could possibly be the final version to our meeting on Tuesday. If the board agrees to the terms of the contract, it could be signed at the meeting, effective on June 4, 2025.

One topic of discussion today pertained to individuals who have approached us with interest in the property, before the signing of the contract. I know that the board voted to 'exempt' those who have already contacted us, so we would not have to have refer them to the realtor. But if we do that, we are in the same dilemma as we were before, which was marketing/selling the property as a board, which I do not believe we really want to do. I think the intent of selecting a professional, licensed agent was to ensure that the property was **marketed and sold correctly and efficiently, protecting the interests of the Township**. This would result in a 6% commission to our agent, but we would have professional representation handling the sale, including the ability to strategically negotiate the best possible deal for us. This very likely would result in a higher sale price, which could offset, or even exceed the cost of the commission. My brother used to manage a real estate office and he told me a quality realtor will not only cover their commission with a final price, but occasionally exceed the cost of the commission. I feel strongly that we should 'turn over' anyone who has contacted us with interest to our agent (we have had two people show interest).

Regarding the term of the agreement with our realtor, I think it would be wise to extend it to a 1- year contract (which is typical), with a review after one year to consider extending the contract. We are asking our agent to spend extra time and extra money immediately, to market Industrial Park property, which is a different and more involved process compared to residential or agricultural property.

As always, this just is my opinion and I appreciate the consideration of the board.

Bruce

2025 Tax Rate Request (This form must be completed and submitted on or before September 30, 2025)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

Carefully read the instructions on page 2.

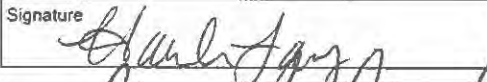
County(ies) Where the Local Government Unit Levies Taxes Mecosta	2025 Taxable Value of ALL Properties in the Unit as of 05-27-2025 208,823,142
Local Government Unit Requesting Millage Levy Big Rapids Charter Township	For LOCAL School Districts: 2025 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2025 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2024 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2025 Current Year "Headlee" Millage Reduction Fraction	(7) 2025 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Voted	Library	11-08-22	.2000	.2000	.9978	.1995	1.000	.1995		.1995	12-31-28
Voted	Fire Dept	8-06-24	1.5000	1.5000	.9978	1.4967	1.000	1.4967		1.4967	12-31-30
Voted	Road	8/06/24	1.5000	1.5000	.9978	1.4967	1.000	1.4967		1.4967	12-31-30
Voted	Oper	8/06/24	1.2500	1.2500	.9978	1.2472	1.000	1.2472		1.2472	12-31-34

Prepared by Chris Elder	Telephone Number (231) 250-5692	Title of Preparer Assessor	Date 5/28/25
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

☒ Clerk ☐ Secretary ☒ Chairperson ☐ President	Signature 	Print Name Hannah Saez	Date 5/28/25
	Signature 	Print Name Bruce Borkovich	Date 5/29/25

* Under Truth in Taxation, MCL Section 211.24g, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2025 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

**Instructions For Completing
Form 614 (L-4029) 2025 Tax Rate Request,
Millage Request Report To County Board Of Commissioners**

These instructions are provided under MCL Sections 211.24e (truth in taxation), 211.34 (truth in county equalization and truth in assessing), 211.34d (Headlee), and 211.36 and 211.37 (apportionment).

Column 1: Source. Enter the source of each millage. For example, allocated millage, separate millage limitations voted, charter, approved extra-voted millage, public act number, etc. Do not include taxes levied on the Industrial Facilities Tax Roll.

Column 2: Purpose of millage. Examples are: operating, debt service, special assessments, school enhancement millage, sinking fund millage, etc. A local school district must separately list operating millages by whether they are levied against ALL PROPERTIES in the school district or against the NON-HOME group of properties. (See State Tax Commission Bulletin 2 of 2025 for more explanation.) A local school district may use the following abbreviations when completing Column 2: "Operating ALL" and "Operating NON-HOME". "Operating ALL" is short for "Operating millage to be levied on ALL PROPERTIES in the local school district" such as Supplemental (Hold Harmless) Millages and Building and Site Sinking Fund Millages. "Operating NON-HOME" is short for "Operating millage to be levied on ALL PROPERTIES EXCLUDING PRINCIPAL RESIDENCE, QUALIFIED AGRICULTURAL, QUALIFIED FOREST AND INDUSTRIAL PERSONAL PROPERTIES in the local school district" such as the 18 mills in a district which does not levy a Supplemental (Hold Harmless) Millage.

Column 3: Date of Election. Enter the month and year of the election for each millage authorized by direct voter approval.

Column 4: Millage Authorized. List the allocated rate, charter aggregate rate, extra-voted authorized before 1979, each separate rate authorized by voters after 1978, debt service rate, etc. (This rate is the rate before any reductions.)

Column 5: 2024 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. Starting with taxes levied in 1994, the "Headlee" rollback permanently reduces the maximum rate or rates authorized by law or charter. The 2024 permanently reduced rate can be found in column 7 of the 2024 Form L-4029. For operating millage approved by the voters after April 30, 2024, enter the millage approved by the voters. For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 6: Current Year Millage Reduction Fraction. List the millage reduction fraction certified by the county treasurer for the current year as calculated on Form 2166 (L-4034), *2025 Millage Reduction Fraction Calculations Worksheet*. The millage reduction fraction shall be rounded to four (4) decimal places. The current year millage reduction fraction shall not exceed 1.0000 for 2025 and future years. This prevents any increase or "roll up" of millage rates. Use

1.0000 for new millage approved by the voters after April 30, 2025. For debt service or special assessments not subject to a millage reduction fraction, enter 1.0000.

Column 7: 2025 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. The number in column 7 is found by multiplying column 5 by column 6 on this 2025 Form L-4029. This rate must be rounded DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 8: Section 211.34 Millage Rollback Fraction (Truth in Assessing or Truth in Equalization). List the millage rollback fraction for 2025 for each millage which is an operating rate. Round this millage rollback fraction to 4 decimal places. Use 1.0000 for school districts, for special assessments and for bonded debt retirement levies. For counties, villages and authorities, enter the Truth in Equalization Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON CEV FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. Use 1.0000 for an authority located in more than one county. For further information, see State Tax Commission Bulletin 2 of 2025. For townships and cities, enter the Truth in Assessing Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON ASSESSED VALUE FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. The Section 211.34 Millage Rollback Fraction shall not exceed 1.0000.

Column 9: Maximum Allowable Millage Levy. Multiply column 7 (2025 Millage Rate Permanently Reduced by MCL 211.34d) by column 8 (Section 211.34 millage rollback fraction). Round the rate DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter millage from Column 4.

Column 10/Column 11: Millage Requested to be Levied. Enter the tax rate approved by the unit of local government provided that the rate does not exceed the maximum allowable millage levy (column 9). A millage rate that exceeds the base tax rate (Truth in Taxation) cannot be requested unless the requirements of MCL 211.24e have been met. For further information, see State Tax Commission Bulletin 2 of 2025. A LOCAL School District which levies a Supplemental (Hold Harmless) Millage shall not levy a Supplemental Millage in excess of that allowed by MCL 380.1211(3). Please see the memo to assessors dated October 26, 2004, regarding the change in the collection date of certain county taxes.

Column 12: Expiration Date of Millage. Enter the month and year on which the millage will expire.

Big Rapids Charter Township

**AMENDED AND RESTATED WASTEWATER TREATMENT
AGREEMENT BETWEEN THE CITY OF BIG RAPIDS AND THE
CHARTER TOWNSHIP OF BIG RAPIDS**

Sewer Contract

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1 **Definitions**

3 **ACT (the Act)**

4 The Federal Water Pollution Control Act of 1972, also known as the Clean
5 Water Act, as amended, 33 USC 1251, et. Seq.

7 **ADMINISTRATIVE COST**

8 For this agreement administrative cost will refer to the salaries of the
9 personnel that do not directly oversee the wastewater operation but have
10 broad oversight. This will include the city manager, city treasurer, public works
11 director and the two city engineer techs that are employed/contracted by the
12 City.

14 **ARBITRATION/CONFLICT RESOLUTION COMMITTEE**

15 A committee of three, one appointed by the township board, one appointed
16 by the city mayor, and one to be selected by the first two on the committee.

18 **AS-BUILT PLANS**

19 Plans relating to any portion of the collection systems or waste water
20 treatment plant that have been verified as to the actual locations of an
21 installation.

23 **AUTOMATIC SAMPLING DEVICE**

24 Automatic Samplers collect and store unbiased representative waste water
25 samples for laboratory analysis.

27 **BASE AGREEMENT**

28 The original waste water agreements between the city and each township
29 (Green Township dated October 1977 and Big Rapids Township dated December
30 1978) and amendments to same.

32 **BIOCHEMICAL OXYGEN DEMAND (BOD)**

33 A unit of measure to quantify plant loading describing the quantity of oxygen
34 utilized in the biochemical oxidation of organic matter under standard
35 laboratory

procedure in five days at 20° C, expressed in terms of weight and concentration (milligrams per liter-mg/l).

BIOLOGICAL CAPACITY

The calculated biological capacity for which the treatment plant is designed.

BIOSOLIDS

The accumulated solids separated from liquids, such as water or wastewater, during processing.

CHEMICAL OXYGEN DEMAND (COD)

The oxygen consuming capacity of inorganic and organic matter present in wastewater.

CITY COLLECTION SYSTEM

The wastewater collection within the city that includes all transmission lines, manholes, lift stations, and force mains.

CITY COLLECTION SYSTEM O & M

The operation and maintenance cost to operate and maintain the city collection system.

CITY SEWER USE ORDINANCE

Chapter 52 of the Big Rapids City Code of Ordinances.

CITY SYSTEM

The city system in this agreement will refer to the wastewater treatment plant and the city collection system.

COMMERCIAL USERS

Any user whose premises are used to offer services and/or products including, but not limited to, such things as gasoline stations, restaurants, hotels, motels, warehouses, private clubs, theaters, retail, and wholesale stores.

CONVENTIONAL POLLUTANTS

Those pollutants that are compatible with the existing treatment works, including but not limited to BOD, total suspended solids, phosphorus, and PH.

COST CHARE PERCENTAGE

The cost that each municipality will share based on the amount of wastewater generated in each municipality (including I & I from each municipality) divided by the overall amount processed at the wastewater treatment plant.

CUSTOMER

The customer is the end user, residential, institutional, industrial, or commercial facility where the wastewater begins and enters one of the municipalities' collection systems.

EGLE

Michigan Department of Environment, Great Lakes and Energy.

ENDPOINTS

A telecommunication device that transmits its water usage data. This may be used to bill the individual users for wastewater based on the amount of water used.

ENTRY POINT FLOW

The flow entering the city collection system from the township system. This is usually measured by master meters at the lift stations where the wastewater leaves the township system.

USEPA (UNITED STATES ENVIRONMENTAL PROTECTION AGENCY)

The United States Environmental Protection Agency, established in 1970 to consolidate in one agency a variety of federal research, monitoring, standard-setting and enforcement activities to ensure environmental protection.

FORCE MAINS

Wastewater lines from lift stations that are under pressure and carry wastewater to a higher elevation so they can again flow by gravity.

GRAVITY LINES

Pipes of various sizes that carry wastewater from customers on a downward grade toward either a lift station or the wastewater plant.

HYDRAULIC CAPACITY

The flow or load, in millions of gallons per day (or portion thereof), that a treatment plant is designed to handle.

IPP (INDUSTRIAL PRETREATMENT PROGRAM)

Industrial Pretreatment Program includes all non-residential accounts and is designed to fairly distribute the treatment cost of contaminates.

INDUSTRIAL USER

A customer where wastewater emanates from an industrial process or establishment. Industrial customers may, by nature of their volume or use, have a discharge that has a greater potential impact on the wastewater treatment plant than residential users.

I&I (INFLOW AND INFILTRATION)

Water getting into the wastewater collection system that does not belong there. Inflow from storm pipes, ground water, and storm drainage are illustrations of this problem coming from cracks and leaks in the pipes themselves, downspouts, deteriorating manhole construction, and other causes. This is usually measured by the difference from the master sewer meters and the amount billed the customer.

INSTITUTIONAL USER

Institutional users include schools, government buildings, churches, and entities exempt from property taxes.

LIFT STATION

A receiving underground tank that receives wastewater from gravity lines of various sizes and transports the sewage by pumping it out through a force main to a higher elevation so that the sewage may flow by gravity to another lift station or the wastewater treatment plant. The lift station may have one

or two pumps, valves, and meters included in them.

METERED USER

A customer that has a meter, usually on the water line going into a facility. This is in contrast to an unmetered customer that usually has its own well and has not put a meter on it.

MIOSHA (MICHIGAN OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION)

The Michigan Occupational Safety and Health Administration **that** has jurisdiction over the implementation of safety practices coming from the Federal OSHA offices as well as those implemented within the State of Michigan.

NON-RESIDENTIAL USERS

All customers that are not one or two family residential units.

NPDES (NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM)

The NPDES permit regulates the efficiency of operation of the treatment plant and provides fines and penalties for failure to comply with provisions of the permit. Operation of the wastewater treatment plant requires state certified operators to perform a variety of skilled tasks necessary to ensure proper and efficient operation of the various system components.

O&M (OPERATION AND MAINTENANCE)

The labor, utilities, and all other costs necessary to operate and maintain the necessary equipment.

OSHA (United States Occupational Safety and Health Administration)

The United States Occupational Safety and Health Administration that has jurisdiction over safety, operation, construction, and practices used by all parties in the activities of plant, collection system, and management practices.

pH

A measure of acidity and alkalinity of a solution that is a number on a scale on which a value of 7 represents neutrality and lower numbers indicate increasing

acidity and higher numbers increasing alkalinity and on which each unit of change represents a tenfold change in acidity or alkalinity and that is the negative logarithm of the effective hydrogen-ion concentration or hydrogen-ion activity in gram equivalents per liter of the solution; also: the condition represented by a pH number.

PHOSPHORUS

A chemical element regulated within the NPDES permit.

PLANT FLOW

Plant flow is measured by influent and effluent amounts, raw sewage coming into the plant, and treated water exiting the plant.

PLANT LOADING

Biological treatment capacity quantified in BOD mg/l.

PROHIBITED DISCHARGES

The following shall not be discharged into any sewer system:

1. any liquid or vapor having a temperature higher than 104°F (40°C).
2. any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.
3. any garbage that has not been properly shredded.
4. any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, or any other solid or viscous substance capable of causing obstruction to the flow in the sewer lines of other interference with the proper operation of the sewage works.
5. any waste having any other corrosive properties capable of causing damage or hazard to structures, equipment and personnel of the sewage works.
6. any grease, oil or other substance that will become solid or viscous at temperatures between 32°F and 140°F, including mineral oils from the viscosity range of kerosene on up.

PRIVATE SECTOR

A private business or user that is requesting a large flow into the system or

outside of the collection system boundaries that would pay for additional services.

RESIDENTIAL USERS

Residential users are typical domestic households discharging primarily residential household type wastewater from sanitary conveniences such as sinks, lavatories, showers, and dishwashers. Residential wastewater is considered to be relatively free of hazardous materials and easily treatable.

REU's

Residential Equivalent Unit equaling 1000 gallons.

SEWAGE

A combination of the water-carried waste from residences, business buildings, institutions and industrial establishments.

SUSPENDED SOLIDS

Solids that either float on the surface of, or are in suspension in water, sewage or other liquids and which are removable by the wastewater treatment process.

TOWNSHIP COLLECTION SYSTEM

The gravity pipes, lift stations, manholes, and force mains located within the political boundaries of the township. There may be wastewater from other jurisdictions flowing through the collection system.

TOWNSHIP COLLECTION SYSTEM O & M COST

The labor, utilities, and all other costs necessary to operate and maintain the necessary lines and equipment in the Township collection system.

TOWNSHIP WASTEWATER ORDINANCE

Each Township has its own ordinance for wastewater. For Big Rapids Township it would be Chapter 50 of Ordinances of Big Rapids Charter Township. For Green Charter Township it would be Sewer Use, Connection and Rate Ordinances of Green Charter Township (Numbered 182012 as amended Sept 11, 2012).

TRANSMISSION LINES

All municipality owned pipes transporting sewage from one or more customers to the wastewater treatment plant. These may contain sewage from one or more municipalities.

UNMETERED USER

Any user that does not have a water meter and is on a private well.

USED CAPACITY

The amount of capacity that is used as to total influent capacity at the treatment plant.

USER CHARGE SYSTEM REPORT AGREEMENT

The document that combines the contractual agreements negotiated between the wastewater treatment system partners (City of Big Rapids, Big Rapids Charter Township and Green Charter Township) with the audited statements pertaining to the operation of the wastewater system, and which quantifies them into a price per 1000 gallons which is thereafter charged to the townships. The agreement also analyzes the independent cost of the three partners and is used to suggest income which is needed for each municipality to keep its wastewater funds on a sound fiscal basis. This document is based on the master spread sheet that is agreed upon by the user charge review committee.

USER CHARGE REVIEW COMMITTEE

Individuals selected by each municipality to meet and review the written report and analysis of the city treasurer to ensure compliance with the contracts and agreements applicable to the annual wastewater charges to be applied for the upcoming year.

WASTEWATER TREATMENT PLANT

An activated sludge plant operated by the City at 531 River Street, Big Rapids, Michigan, to treat all wastewater received from the sanitary collection system.

WASTEWATER TREATMENT PLANT O & M COST

283 The labor, utilities, and all other costs necessary to operate and maintain the
284 necessary equipment at the wastewater treatment plant.

285

286 **WASTEWATER TREATMENT PLANT BOND DEBT UNIT COST**

287 Debt is for major improvements or renovations that has to be bonded. Bond
288 debt is then proportionally split among the municipalities by use.

289

290 **WASTEWATER TREATMENT PLANT SEWER FLOW**

291 The total influent of sewage coming into the plant from all collection systems.

292

293 **WASTEWATER TREATMENT SERVICES**

294 Providing treatment services of waste water from other non-contracted
295 sources, such as septic waste haulers

296 **AMENDED AND RESTATED WASTEWATER TREATMENT**
297 **AGREEMENT BETWEEN THE CITY OF BIG RAPIDS AND THE**
298 **CHARTER TOWNSHIP OF BIG RAPIDS**
299

300 This Amended and Restated Agreement is made and entered into as of
301 the _____ day of _____, 2025 ("Agreement"), by and between the
302 City of Big Rapids, a Michigan home rule city, whose address is 226 N.
303 Michigan Avenue, Big Rapids, Michigan 49307-1489 ("City") and the
304 Charter Township of Big Rapids, a Michigan charter township whose
305 address is 14212 Northland Drive, Big Rapids, Michigan 49307-2319
306 ("Township").

307 **RECITALS**

- 308 A. The Township has a wastewater collection system that includes
309 transmission lines, lift stations and force mains ("Township Collection
310 System");
- 311 B. The City has a wastewater collection and treatment system that includes
312 transmission lines, lift stations and force mains (City Collection System")
313 and a Wastewater Treatment Plant ("WWTP") that together shall be
314 referred to as the "City System";
- 315 C. The City and the Township initially entered into a Wastewater Treatment
316 Agreement dated October 26, 1977, which was amended on February 4,
317 1878 and April 10, 1978 (collectively, the "Base Agreement") pursuant to

which:

1. The Township contracted with the City for the receipt, treatment and disposal of sewage emanating from the Township and transported in the Township Collection System to the City Collection System;
2. The Township Agreed to participate in certain costs within the City, for which the City agreed to grant specified capacity rights to the Township;
3. The City agreed to accept and treat sewage for the Township to the extent of such capacity rights based upon the design year of 1995 and as outlined in the June 1975 Facilities Plan;
4. The Township agreed to transport and deliver its sewage from the Township Collection System to such points of connection with the City Collection System as specified in the Base Agreement;
5. The City, pursuant to the requirements of applicable law, developed and adopted, a user charge methodology for periodic sewer rate review and modification.

D. Subsequently, the City and the Township updated the Base Agreement through the adoption and execution of an Amended Wastewater Treatment Agreement, dated as of May 1, 1995 (the "Amended Base Agreement");

338 E. The parties have jointly developed an updated Use Charge Methodology,
339 a copy of which is attached to this Agreement as Exhibit A ("User Charge
340 Report"); to set forth the manner in which applicable rates, charges and
341 fees will be determined and established for use of, and operation,
342 maintenance, repair, replacement and improvements to the Township
343 Collection System, the City Collection System and the WWTP;

344 F. The methodology set forth in the User Charge Report has been approved
345 by the Michigan Department of Environment, Great Lakes and Energy
346 ("EGLE"), as the State administrative agent of construction grant programs
347 under the Federal Clean Water Act of 1972.

348 G. The City and the Township have determined that it is necessary,
349 appropriate, and in the best interest of the City, the Township and the
350 respective users of the sewer systems, to enter a new and updated
351 agreement in the form of this Agreement and in place of the Base
352 Agreement and Amended Base Agreement to conform the agreement of
353 the parties to the requirements and provisions of the agreed-upon User
354 Charge Report;

355 H. The City and the Township acknowledge that the City has entered or will
356 enter into a wastewater treatment agreement with Green Charter
357 Township, which agreement will be substantially similar to this Agreement

(the "Green Charter Township Agreement");

IN CONSIDERATION OF THEIR MUTUAL UNDERTAKINGS, THE
PARTIES HEREBY AGREE AS FOLLOWS:

1. **City to Provide Sewage Treatment Services on a Wholesale Basis.**

The City agrees to provide, and the township agrees to pay for, on a wholesale customer basis, sewage treatment and disposal service for the Township Collection System. In the event of any occurrence rendering the Township incapable of performing under this Agreement, any successor to the Township, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Township hereunder.

2. **City Responsibility for City Collection System.** It is agreed that

those portions of the City Collection System located within the City limits shall remain the sole and exclusive responsibility of the City for all purposes including, but not limited to, operations, maintenance, expansion, additions, replacements, improvements and administration unless otherwise provided in this Agreement.

3. **Township Responsibility for Township Collection System.** It is

agreed that the Township Collection System shall be and remain the sole and exclusive responsibility of the Township for all purposes

including, but not limited to, operations, maintenance, expansion, additions, replacements, improvements and administration, unless otherwise provided in this Agreement. The Township shall have the sole responsibility for expansion of the Township Collection System. The Township shall be responsible for all costs for distribution, maintenance and collection of charges for the Township Collection System.

4. **Shared or Delegated Control Over Wastewater Collection**

Facilities. In order to maximize operational efficiency of the wastewater collection systems of the parties, and to allocate or share costs of those wastewater collection systems according to usage and flow, the parties may agree to shared or delegated control over specified collection system facilities without transfer of ownership of the facilities. Each agreement for shared or delegated control over facilities shall be in writing as an addendum to this Agreement and shall specify the facilities that are the subject of shared or delegated control. At any time, the parties can agree to rescind the shared or delegated control and the corresponding responsibility to operate and maintain a facility on written terms reflected in an addendum to this Agreement.

397 5. **Use of and Access to the City Collection and Township Collection**

398 **Systems and WWTP.** It is recognized that there are fixed capacities
399 for transmission lines, lift stations and force mains within the City
400 Collection System and Township Collection System (collection system
401 mapping available - contact specific municipality in question). It is
402 further recognized that the WWTP has a fixed hydraulic and biological
403 capacity that is determined by the National Pollutant Discharge
404 Elimination System ("NPDES") Permit issued from time to time by
405 EGLE.

406 Each party to this Agreement shall have the ability to approve the
407 connection of new users to the City System, in the case of the City, or
408 to the Township Collection System, in the case of the Township, at any
409 time and in any location. No new user shall be arbitrarily denied. The
410 connection can be denied if (a) in the case of the Township, connection
411 jeopardizes the ability of the Township to transport the wastewater for
412 all users, (both existing and as proposed by the new user) in the
413 Township Collection System to the City Collection System for
414 continued transportation to WWTP; or (b) in the case of the City,
415 jeopardizes the ability of the City to transport the wastewater (both from
416 all existing users and as proposed by the new user) in the City

Collection System to the WWTP; or (c) in either case jeopardizes the ability of the WWTP to properly process the wastewater (both from all existing users and as proposed by the new user). The City and the Township acknowledge and agree that Green Charter Township shall have similar rights and ability to connect new users to the City System pursuant to the Green Charter Township Agreement. If either party questions a new user's connection and its impact on the Township Collection System and/or the City Collection System, as the case may be, or the WWTP, then a special meeting of representatives from the Township and the City will be held to discuss and review the proposed new user's connection application prior to the connection of that new user to the applicable collection system and the WWTP. Furthermore, either the City or Township may require a new commercial or industrial user to provide, at the new user's sole expense, a feasibility report in a form required by the City's engineer to evidence that sufficient capacity exists in the respective collection system(s) to be utilized and the WWTP or, if insufficient capacity exists, to identify necessary improvements that will provide, once completed, sufficient capacity. Any proposed user that proposes to discharge wastewater equal to or in excess of 5% of the applicable collection system or WWTP then-

437 current rated capacity, shall be required to provide a feasibility report,
438 at its sole expense, as provided in this paragraph. If the feasibility
439 report for the new user is acceptable to the City or Township, as the
440 case may be, in the exercise of each party's respective discretion, then
441 the City or Township, as the case may be, shall have the right to
442 condition the approval of the connection of the new user on the
443 implementation of the improvements set forth in the feasibility report.

444 If the Director of Public Works determines that the accumulation
445 of Township's users is projected to negatively impact (a) the ability of
446 the City Collection System to effectively convey sewage to the WWTP
447 or (b) cause the WWTP to exceed its allocated capacity as determined
448 by EGLE and set forth in the NPDES permit, then a special meeting of
449 representatives from the Township, Green Charter Township, and City
450 will be held to review the feasibility report prepared by the proposed
451 user, and determine the responsibilities of all parties to pay the costs
452 of required upgrades to the Township and City Collection Systems and
453 for the WWTP, taking into account costs to be paid or shared by the
454 proposed new user or users, other cost-sharing arrangements, and
455 applicable grant opportunities.

456 6. **Availability of Records and Plans.** The parties hereto agree and

understand that the use and expansion of the City Collection System by the City and the use and expansion of the Township Collection System by the Township may have a substantial effect on the present or future use, or future expansion of the collection system of the other party; therefore, each party hereby agrees to:

- a. make its records regarding its collection system available to the other party, including the number and sizes of all service connections and the number of users.
- b. inform the other of any additions to be made to the respective systems.
- c. supply the other party with a copy of preliminary plans, construction plans and specifications for any contemplated expansion.
- d. provide "as-built" plans to the other party in an electronic format.
- e. provide copies of plans and records for any portion of each of the collection systems at no cost and at any time to all parties including any aerial photography, topographic information and overall mapping detail.

7. **Entry Point Master Meters.** At each point of delivery of wastewater from the Township Collection System to the City Collection System, a meter shall be installed by the City or the Township at the Township's

expense (an "Entry Point Meter") and the Entry Point Meter shall be owned by the Township. Each Entry Point Meter in the city shall be read by the City each month for billing purposes. Each Entry Point Meter in the Township shall be read by the Township each month and the data reported to the City Treasurer for billing purposes. The City calibrates its meters at the WWTP annually to ensure an accurate reading of flow to the WWTP. The City shall include all Entry Point Meters in its calibration effort upon request from the Township. The City will bill the Township for the cost of calibration of the Township's Entry Point Meters. If repair, correction and/or calibration estimates are necessary, the City shall estimate the quantity of sewage received from the Township, with such estimate, if possible, based on the aggregate use for a like period at the same time of the preceding year. The Township shall be responsible to pay for and undertake repair and maintenance of the Entry Point Meters. In the event that any Entry Point Meter is not in service or fails to measure correctly, the Township agrees to make all necessary repairs within a reasonable time so that neither the Township nor the City will need to rely on estimates.

8. **Inflow and Infiltration ("I & I")** The Township will be responsible for the amount of the Township's I & I that enters the City's Collection

System. Likewise, if the City uses the Township Collection System, the City will be responsible for the amount of the City's I & I entering the Township's System. The amount of I & I will be determined by the User Charge Report. The amount can be offset by mutual agreement or paid pursuant to the User Charge Report.

9. **Entry Point Sampling Devices.** At each entry point of delivery of wastewater from the Township Collection System to the City Collection System an automatic sampling device ("Entry Point Sampling Device") may be used by either the City or Township. The Entry Point Sampling Device may be used to collect 24-hour composite samples and the City's laboratory shall be used for testing to determine the strength of the waste, pH, five-day Biochemical Oxygen Demand (BOD), Suspended Solids (SS) and Phosphorus (P) and any other toxic or deleterious contaminants that have the potential to harm the City System or cause the City to violate the terms of the NPDES Permit, and shall be used upon request of either the City or the Township.

10. **City's Right to Inspect Township Collection System.** For the purpose of protecting and investigating circumstances detrimental to the City Collection System and WWTP, the City shall have the right to inspect the Township Collection System at any reasonable time during

and after construction and such inspection shall not relieve the Township from full responsibility for the conformance of the finished work with the plans and specifications approved by the Township.

11. **Township Wastewater Ordinance.** The Township has adopted a Sewer Connection, Use and Rate Ordinance, (the "Sewer Ordinance") designated as Chapter 50 of the Township Code of Ordinances. Copies of the original ordinance and any modifications shall be furnished to the City. The Township shall enforce the Sewer Ordinance.

12. **Notice of Damage, Hazard or Violation: Notice and Claim Procedures for Sewer Backup or Overflow.**

a. The City shall notify the Township, in writing, of any damage to the City System, of any hazard to persons involved in the operation or maintenance of the City System, violations of the City's Sewer Use Ordinance as defined below, or violations of the NPDES Discharge Permit, caused by wastewater emanating from the Township Collection System. Upon such notice, the Township shall, at its expense, diligently commence and pursue such action necessary to correct the cause of such damage, hazard or violation.

b. The City and the Township shall include notice and claim procedures for sewer backup and overflow events, as set forth in Act 222 of the Public Acts of Michigan of 2001, as amended, in the City's and Township's respective sewer ordinances. Each party shall provide prompt notice of any claim or notice of backup or overflow received by it to the other party.

13. **Discontinuance of Service in the Event of Emergency.** The City may temporarily discontinue service in the event of an emergency, i.e., any unanticipated occurrence which could be expected to cause immediate damage to the City System or which may constitute an immediate hazard to life and/or property. The City agrees to resume service upon the cessation of the emergency. In the event of any such emergency under this paragraph, the City shall have the right to control continued introduction of sewage into the City System from the Township Collection System. In any such event, the City shall notify the Township and both parties shall employ every available means to correct the situation causing the emergency and to resume service at the earliest practicable time.

Except as otherwise set forth above in the case of an emergency, the City shall not discontinue service and treatment of wastewater

emanating from the Township Collection System except by (i) agreement with the Township or (ii) order of a court of competent jurisdiction.

14. **Force Majeure.** No failure or delay in performance of this Agreement by either party shall be deemed to be a breach of this Agreement when such failure or delay is occasioned by or due to any Act of God, strikes, lockouts, wars, riots, epidemics, explosions, sabotage, breakage or accident to machinery or lines or pipe, the binding order of any court or governmental authority, or any other cause, whether of the kind therein enumerated or otherwise, not within the control of the party claiming suspension provided that no cause or contingency shall relieve the Township of its obligations to make payment for sanitary sewage actually treated and disposed of by the City.

15. **Liability for Damaging Waste.** Incidents of a specific nature such as manhole overflows shall be the liability of the municipality in which the incident occurs. Any fines or costs to remedy such deficiencies shall be borne by the user responsible and/or the responsible municipality. The Township agrees to pay the cost of repair for any damage to the City System resulting from the discharge of damaging wastewater within the meaning of the City's applicable ordinance regarding sewer

576 connection and use (the "City's Sewer Ordinance") from the Township
577 in violation of the NPDES Permit. The Township further agrees to
578 share in any fines or charges levied by any governmental agency
579 against the City for the discharge into the Muskegon River of effluent
580 from the WWTP in violation of the City's NPDES Permit or applicable
581 law or regulation which effluent resulted from objectionable, noxious or
582 toxic wastewater emanating from the Township Collection System in
583 violation of the City Sewer Ordinance and NPDES Permit.

584 While specific liability is levied for specific actions, there may also
585 be fines of general application as a result of WWTP capacity, capability
586 to treat wastewater, age and breakdowns. Fines or penalties levied
587 by a State or Federal agency against the WWTP operation, except for
588 operator error, will be shared by the City, Township, and Green Charter
589 Township (pursuant to the Green Charter Township Agreement) on a
590 proportional flow basis of wastewater to the WWTP as established in
591 the User Charge Report as of the date of the event triggering such fine
592 or penalty.

593 16. **User Charge System.** The Township shall pay the City for the
594 Township's share of the costs of operation, maintenance and
595 replacement of the City System based upon actual metered sewer flow

(including each municipality's I & I) in accordance with the methodology set forth in the User Charge Report. It is understood and agreed that the User Charge Report will be written and produced annually by the City based on the August financial closing statements (of the City's preceding fiscal year ending in June). The spreadsheet, from which the User Charge Report is produced, will be preserved by the City Treasurer with a copy distributed annually to the Township for review. Each year, the rate charge by the City to the Township, and any rate adjustments shall be computed strictly in accordance with the methodology set forth in the User Charge Report, as governed by this Agreement. It is understood that if necessary data to generate the User Charge Report is not produced to the City by the Township within a reasonable time upon request by the City, the City will calculate the user charges in the User Charge Report using estimates based on prior and available data. Rate adjustments calculated in the User Charge Report shall be automatically implemented effective each year as of the October 1 billing cycle or one month after the User Charge Report is accepted by the City, Township, and Green Charter Township, whichever is later. The Township shall review the User Charge Report annually and any adjustments or revisions which are

needed and accepted by the Township shall be made and implemented by the Township.

17. **Elements of the User Charge Report.** The User Charge Report will cover five (5) elements of costs:

a. **WWTP O & M Unit Cost.** This will include, but not be limited to; labor to operate and maintain equipment, collect and analyze samples, and keep accurate and detailed records for reporting to EGLE; supplies and chemicals including everything from pencils and lubricants to polymer used for sludge conditions; contractual services from sophisticated analytical services to biosolids land application management; utilities including electricity and natural gas to operate pumps, blowers, heat exchangers, building heat and light; repair expenses necessary to perform equipment service beyond the capability of the staff.

b. **City Collection System Unit Cost.** The total cost of the City Collection system divided by the total flow to the WWTP.

c. **WWTP Replacement Unit Cost.** Replacement funds required for any item that has a useful life of twenty years or less will be included in replacement cost with a Consumer Price Index (CPI) factor adjustment.

d. **WWTP Bond Debt Unit Cost.** Costs associated with servicing the 2009 \$7,965,000 bond issue from the Michigan Municipal Bond Authority divided by the total flow attributable to each municipality. If the City pursues future debt to improve and maintain the WWTP, the City shall inform the Township of reasons for the project, budget and timelines for the debt. Costs associated with debt service on any future debt to improve and maintain the WWTP shall be allocated as follows: principal and interest on such debt shall be divided by the total flow attributable to each municipality and included in the User Charge Report.

e. **City Administration Cost.** 12% of the City Administrative cost is charged to the City System. This includes the salaries of the City Manager, Treasurer, Public Works Director and City Engineer.

Any inconsistency between the elements of cost of the User Charge Report described above shall be resolved by reference to the User Charge Report attached as Exhibit A to this Agreement.

18. **Payment Terms.** The City shall invoice the Township on a monthly basis for the charges payable by the Township to the City in accordance with the User Charge Report. The payment of such invoices shall be made within thirty (30) days following the date of the

invoice. If any portion of the invoiced amount is unpaid after thirty (30) days from the date of invoice, the amount so unpaid shall be subject to interest at the rate of one percent per month.

19. **Industrial Pretreatment Program/Surcharges.** It is understood that the Federal Clean Water Act as enforced by EGLE requires an Industrial Pretreatment Program (“IPP”) to monitor and control high strength wastewater entering the wastewater system from non-domestic users. The Township hereby agrees to grant operation, reporting requirements and control of the IPP with respect to the Township Collection System to the City. The costs of the IPP are not an obligation of the Township, but are to be billed by the City directly to and collected from non-domestic users themselves. The IPP will register and collect the operational cost of the IPP from every non-domestic user for the general operational costs of the IPP. Users with high strength wastewater, food services and other industrial users will be tested and will pay an additional fee established in accordance with the IPP for the increased cost to treat their wastewater. Charges for Biochemical Oxygen Demand (“BOD”) and Suspended Solids (“SS”) and other contaminants which are detrimental to the operation of the WWTP shall be computed annually in accordance with the User

Charge Report, and shall be billed at the same rate to both City and Township non-domestic users. Neither the costs nor surcharges nor any revenues of the IPP shall be included in the User Charge collected by the City from the Township, but shall be designed to be a 'stand-alone' program of the City System.

The adoption of this Agreement shall give the City wastewater operators the authority to implement and enforce the IPP with respect to the Township Collection System, on the same basis and with same regulations, fees, fines (both in type and amount) as are adopted from time to time by the Big Rapids City Commission with respect to the City System.

20. **Township Right to Audit City Charges:** The Township shall have, at all times and at its cost, the right to audit all charges imposed by the City pursuant to this Agreement and the User Charge Report. Should there be a dispute between the City and the Township as to either the propriety or the amount of any rate or component thereof, charged to the Township, the dispute, if it cannot be resolved between the parties, shall be submitted to arbitration, upon the written request of either party as set forth in Paragraph 21 of this Agreement.

21. **Arbitration/Conflict Resolution.** An arbitration/conflict resolution

696 committee shall be appointed and shall be empowered to resolve any
697 issue and to clarify the terms of this Agreement in a common-sense
698 review of the changing conditions which may arise during the term of
699 this Agreement. Changes in state laws, technology in treatment
700 processes, conditions of EGLE regulations and many other conditions
701 may result in situations which are not covered by the terms of this
702 Agreement. The committee will be established and will guide the
703 solution of issues which arise. The parties agree to abide by the
704 decisions of the committee until the next five-year review occurs, at
705 which point provisions may be written and adopted as an amendment
706 to this Agreement by the City and Township to fully resolve any issue.
707 The committee shall hear appeals brought by the City or Township and
708 shall establish a reasonable timetable to complete or implement
709 construction activities or management and reporting practices which
710 are necessary to comply with the conditions of this Agreement.

711 The determinations shall be made by a committee comprised of
712 five representatives: one representative to be selected by the
713 Township Board, one representative to be selected by the Green
714 Charter Township Board, one representative to be selected by the
715 Mayor, and two representatives to be jointly selected by the three

representatives appointed by the townships and the City. Representatives shall be selected so that they are available to meet within thirty (30) days following a request to meet. City and Township elected officials and staff are not eligible to serve on the committee.

22. **Township-City Communication.** To ensure the highest level of communication a representative of the City administration or City System shall attend Township meetings upon request of the Township to provide updates and comment on finance, treatment or City System issues.

23. **Improvements/Expansion of City System.** On a day-to-day basis the City may have repairs or equipment replacements which are necessary for the maintenance of the City System. When these items cost more than \$5,000 and have a life expectancy of more than five (5) years such expenses will be depreciated according to proper accounting practices, and the money collected for these specific items from the User Charge will be placed in the City's "Sewer Replacement Fund" and will be accounted for in the User Charge Report.

Any potential commercial or industrial user that proposes to locate within the City or Township, and connect to the applicable collection system and WWTP, and which would propose to discharge

736 flows which would equal 5% or more of the rated capacity of the
737 WWTP, shall be evaluated based on their hydraulic and biological
738 impact to the collection systems and WWTP and NPDES permit
739 limitations. As a condition to connection, each such commercial or
740 industrial user shall reimburse the City and/or Township, as the case
741 may be, for the costs of such impact on the WWTP and City Collection
742 and/or Township Collection System in addition to costs incurred by
743 such user pursuant to Paragraph 5 of this Agreement.

744 When the capacity at the WWTP or any collection system
745 reaches 75% of the fixed hydraulic and biological capacity, planning
746 will begin to increase capacity for the WWTP and/or applicable
747 collection system (or systems). The parties and Green Charter
748 Township will share in the cost of such planning on the basis of
749 proportional flow in the manner consistent with the User Charge Report
750 at the time the improvement is needed.

- 751 24. **Inter-Township Sewer Lines.** Big Rapids Charter Township agrees
752 in the manner provided by law to consider the construction, operation,
753 and maintenance of sewer lines necessary for the transportation of
754 wastewater emanating from Green Charter Township across land
755 within the jurisdiction of Green Charter Township. Big Rapids Charter

Township reaffirms its consent to all existing lines located within the Township and used by Green Charter Township as of the date of this Agreement.

25. **Ownership.** This Agreement, its terms, or any payments made or conditions fulfilled as required hereunder, shall not vest any right, title or interest (a) by the Township in the City Collection System or WWTP, or (b) by the City in the Township Collection System. Should it ever be construed by a court or otherwise that either party owns or co-owns any part of the sewer system of either party, it is stipulated and agreed to by the parties hereto that either party may then repurchase the same for the sum of one dollar (\$1.00) to ensure that full ownership of the City Collection System remains vested in the City and that full ownership of the Township Collection System remains vested in the Township.

26. **Authorization Term.** This Agreement shall become effective upon the latest date of approval and authorization of the Township Board and the City Commission and shall remain in effect for a period of twenty-five (25) years. Every five (5) years this Agreement shall be reviewed to address changing conditions, state and federal laws or other issues which require the updating of or modification to this Agreement.

Additional review of this Agreement may be undertaken at any time by mutual consent.

27. **Notice and Binding Effect.** All written notices and other documents to be delivered or transmitted shall be addressed to the respective parties at the address which follows or at such other addresses as shall be specified by the parties from time to time.

The addresses of the parties are as follows:

City of Big Rapids

Attention: City Manager

226 N. Michigan Avenue

Big Rapids, MI 49307-1489

Charter Township of Big Rapids

Attention: Supervisor

14212 Northland Drive

Big Rapids, MI 49307-2319

Written notices or other documents may be delivered or transmitted in person, by mail, or by electronic means.

796 28. **Definition of Sanitary Sewage and Wastewater.** For purposes of
797 this Agreement the terms "sanitary sewage," "sewage," "waste," and
798 "wastewater" are intended to be used interchangeably and to refer to
799 any liquid or water carried waste received from sewer customers
800 including domestic sewage, industrial wastes and any infiltration or
801 inflow as may be present, discharged to a collection system (or
802 systems) for treatment at the WWTP.

803 29. **Effect of Agreement.** This Agreement supersedes the Base
804 Agreement and Amended Base Agreement in their entirety as of the
805 date of this Agreement.

806 30. **Miscellaneous.** All exhibits attached hereto are incorporated herein
807 by reference as though fully stated herein. The waiver by any party
808 hereto of a breach or violation of any provision of this Agreement shall
809 not be a waiver of any subsequent breach of the same or any other
810 provision of this Agreement. If any paragraph or provision of the
811 Agreement is unenforceable for any reason, the unenforceability
812 thereof shall not impair the remainder of this Agreement, which shall
813 remain in full force and effect. This Agreement represents the entire
814 understanding and agreement between the parties hereto. This
815 Agreement may be changed or modified only by a written document,

approved by the City Commission and Township Board, and signed by
all the parties. The captions in the Agreement are for convenience only
and shall not be considered as part of this Agreement or in any way to
amplify or modify the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this
Agreement to be executed and delivered by their respective duly
authorized officers pursuant to the resolutions approving such
execution and delivery all as of the date and year first above written.

CITY OF BIG RAPIDS

By: _____

Frederick Guenther

Its: Mayor

By: _____

Karen Manoski

Its: Clerk

834

CHARTER TOWNSHIP OF BIG RAPIDS

835

836

BY: _____

837

Bruce Borkovich

838

Its: Supervisor

839

840

BY: _____

841

Hannah Saez

842

Its: Clerk

FIRST ADDENDUM Dated _____ for delegated control over

Supervisor's Park lift station The City will upgrade the City lift station at Supervisor's Park in 2018 with the prior approval of the Township, and the City hereby delegates all control and responsibility for operations and maintenance of the lift station to the Township, and the Township hereby accepts all control and responsibility for operations and maintenance of the lift station, after the upgrade is completed, recognizing that currently a majority of the of the flow through the lift station is from Township users. The User Charge Report formula for allocating flow and costs of the collection system(s) will reflect that some of the flow through the Supervisor's Park lift station will be allocated and charged to the Township.

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount
05/30/2025	GEN	13686	BEAN, SUSAN	256.50	245.60
05/30/2025	GEN	13687	DEFEVER, DELPHINE	252.00	241.29
05/30/2025	GEN	13688	HILLMAN, CAROL A	178.50	170.91
05/30/2025	GEN	13689	LESIEWICZ, STEVEN	2,245.50	1,878.70
05/30/2025	GEN	13690	MCHUGH, JULIE J	178.50	178.50
05/30/2025	GEN	DD701	BARD, BLAKE A	611.34	0.00
05/30/2025	GEN	DD702	BECHAZ, JOSEPH	291.67	0.00
05/30/2025	GEN	DD703	BORKOVICH, BRUCE W	4,275.00	0.00
05/30/2025	GEN	DD704	CALIFF, MICHAEL H	384.40	0.00
05/30/2025	GEN	DD705	CASSIDY, CINDY L	153.00	0.00
05/30/2025	GEN	DD706	CLARKE, AIDEN A	1,022.94	0.00
05/30/2025	GEN	DD707	DANIELS, LAURIE A	794.50	0.00
05/30/2025	GEN	DD708	ELDER, CHRISTOPHER A	3,149.53	0.00
05/30/2025	GEN	DD709	ELDRED, MILLARD DEAN	459.00	0.00
05/30/2025	GEN	DD710	EVERETT, JERALD D	291.67	0.00
05/30/2025	GEN	DD711	IAFRATE, DEBRA J	995.00	0.00
05/30/2025	GEN	DD712	KLEINHEKSEL, TIMOTHY J	862.80	0.00
05/30/2025	GEN	DD713	KONDZIOLKA, CHERYL L	724.50	0.00
05/30/2025	GEN	DD714	LUTHER, MELANIE S	922.50	0.00
05/30/2025	GEN	DD715	MAREK, DENA R	4,102.20	0.00
05/30/2025	GEN	DD716	MOSS , MARK E	1,972.48	0.00
05/30/2025	GEN	DD717	PHILLIPS, BRETT D	4,652.26	0.00
05/30/2025	GEN	DD718	SAEZ, HANNAH C	4,245.78	0.00
05/30/2025	GEN	DD719	TECENO, CHRISTOPHER S	291.67	0.00
05/30/2025	GEN	DD720	WELCH, RONALD J	291.67	0.00
Totals:				33,604.91	2,715.00
Total Physical Checks:			5		
Total Check Stubs:			20		

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount
05/30/2025	GEN	DD721	PHILLIPS, BRETT D	374.66	0.00
Totals:		Number of Checks: 001		374.66	0.00
Total Physical Checks:					
Total Check Stubs:		1			

05/30/2025 09:36 AM
 User: HANNAH
 DB: Big Rapids Twp

CHECK REGISTER FOR BIG RAPIDS TOWNSHIP
 CHECK DATE FROM 05/07/2025 - 06/03/2025

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank GEN GENERAL TOWNSHIP CHECKING						
05/07/2025	GEN	34948	CIT02	BIG RAPIDS CITY TREASURER	SEWER IPP CHARGE	0.66
05/07/2025	GEN	34949	CIT00	CITY OF BIG RAPIDS	EMPLOYERS MONTHLY INCOME TAX	10.09
05/07/2025	GEN	34950	DO ALL DOU	DO ALL DOUG	FIRE STATION BOULDER REMOVAL/MILLER BUR	750.00
05/07/2025	GEN	34951	FIR00	FIRST NATIONAL BANK	SUPERVISOR CREDIT CARD CHARGES	2,668.46
05/07/2025	GEN	34952	FIR00	VOID		0.00 V
05/07/2025	GEN	34953	GRE02	GREAT LAKES ENERGY	BR TOWNSHIP	25.70
05/07/2025	GEN	34954	KLEIN	TIMOTHY KLEINHEKSEL	MILEAGE REIMBURSEMENT	22.50
05/19/2025	GEN	34955	ACC00	ACCIDENT FUND COMPANY	MONTHLY INS INSTALLMENT	1,305.00
05/19/2025	GEN	34956	BATTLE	BATTLE ELECTRIC	100 AMP ELECTRIC SERVICE ON POST	4,175.00
05/19/2025	GEN	34957	CIT02	BIG RAPIDS CITY TREASURER	CITY SNOWPLOWING SIDEWALKS	875.25
05/19/2025	GEN	34958	BIG01	BIG RAPIDS TWP SEWER REC. FUND	314212, 214230, 314214	51.21
05/19/2025	GEN	34959	CHA01	CHARTER COMMUNICATIONS	FIRE DPT, CEM, TWP OFFICES	754.48
05/19/2025	GEN	34960	CHU00	CHUCK & MEREDY'S AUTO SERVICE, INC	SPARK PLUGS, COILS, CHECK ENGINE LIGHT	1,931.64
05/19/2025	GEN	34961	WIL02	ERIC D. WILLIAMS	ZONING ORDINANCES, HANDBOOK UPDATES, OF	995.00
05/19/2025	GEN	34962	GRANGER	GRANGER	BRT HALL, OFFICE, FIRE DEPT	231.90
05/19/2025	GEN	34963	JBOUMAN	JAMES BOUMAN	WATER PLANT TREATMENT SERVICES FOR APRI	1,041.66
05/19/2025	GEN	34964	JOANJENNET	JOAN JENNETT	REIMBURSEMENT FOR EMS TRANSFER	107.30
05/19/2025	GEN	34965	SHELDON	JOANNAH SHELDON	OFFICE AND HALL CLEANING	275.00
05/19/2025	GEN	34966	MOSS01	MARK MOSS	APRIL MILEAGE BLDG DEPT	28.70
05/19/2025	GEN	34967	MEC01	MECOSTA COUNTY ROAD COMMISSION	FUEL USAGE APRIL	118.79
05/19/2025	GEN	34968	MTA00	MICHIGAN TOWNSHIP ASSOCIATION	MTA ANNUAL DUES	3,904.94
05/19/2025	GEN	34969	NORTHWEST	NORTHWEST KENT MECHANICAL CO.	MAINT, 8 MISS DIGS, GEN OUT AND LOW OIL	8,482.77
05/19/2025	GEN	34970	SHU01	SHUMAKER TECHNOLOGY GROUP	2024 WEBSITE, 2025 WEBSITE, AND TRAININ	1,335.00
05/19/2025	GEN	34971	STA01	STATE STREET HARDWARE	OIL FILTER AND STRIPING KIT FOR MOWERS	418.97
05/19/2025	GEN	34972	PIO00	THE PIONEER GROUP	MINS, PROPOSED ORDINANCES, SPC MTG	199.95
05/19/2025	GEN	34973	XEROX	XEROX FINANCIAL SERVICES	MONTHLY CONTRACT PAYMENT	510.82
05/30/2025	GEN	9930625(E)	CHE00	HUNTINGTON BANK	MAY 25 FED TAX WH	6,133.40
05/30/2025	GEN	9930626(E)	JHI00	JOHN HANCOCK LIFE INSURANCE COMPANY	MAY 401A DEDUCTION	2,944.07
05/30/2025	GEN	9930627(E)	STA00	STATE OF MICHIGAN	MAY STATE TAX WH	1,297.38
05/30/2025	GEN	9930628(E)	VOYA	VOYA FINANCIAL	MAY 457 DEDUCTION	818.21
06/03/2025	GEN	34974	CIT02	BIG RAPIDS CITY TREASURER	TOWNSHIP FIRE PROTECTION PAYMENT 3	69,831.26
06/03/2025	GEN	34975	BIG06	BIG RAPIDS TIRE	SUMMER WHEELS 2017 FORD F250	20.00
06/03/2025	GEN	34976	CIT00	CITY OF BIG RAPIDS	MAY CITY INCOME TAX WH	53.36
06/03/2025	GEN	34977	DO ALL DOU	DO ALL DOUG	PIERCE BURIAL	600.00
06/03/2025	GEN	34978	FIR00	FIRST NATIONAL BANK	SUPERVISOR CREDIT CARD CHARGES	2,162.53
06/03/2025	GEN	34979	FIR00	VOID		0.00 V
06/03/2025	GEN	34980	GRE02	GREAT LAKES ENERGY	MAY 2025	25.70
06/03/2025	GEN	34981	SHELDON	JOANNAH SHELDON	HALL CLEANING 5/20	75.00
06/03/2025	GEN	34982	MOSS01	MARK MOSS	MAY BLDG DEPT MILEAGE	44.10
06/03/2025	GEN	34983	MCE00	MECOSTA COUNTY EQUALIZATION	FETCH GIS ANNUAL FEE/SPLITS/COMBOS/LL A	440.00
06/03/2025	GEN	34984	MEC01	MECOSTA COUNTY ROAD COMMISSION	CEM & FD FUEL USAGE	57.70
06/03/2025	GEN	34985	MCT00	MECOSTA COUNTY TREASURER	CIRCLE DRIVE MOBILE HOME PARK TAX 40 UN	100.00
06/03/2025	GEN	34986	MISC	SHERWIN, BENJAMIN	UB refund for account: 100625	5,621.01
06/03/2025	GEN	34987	STA01	STATE STREET HARDWARE	LAWN MOWER PARTS	294.95
06/03/2025	GEN	34988	KLEIN	TIMOTHY KLEINHEKSEL	MAY MILEAGE REIMBURSEMENT	14.38

GEN TOTALS:

Total of 45 Checks:	120,753.84
Less 2 Void Checks:	0.00
Total of 43 Disbursements:	120,753.84