



Board of Trustees

William J. Fountain, Supervisor	Matthew J. Germane, Trustee
Larry N. Ciofu, Clerk	Summer L. McMullen, Trustee
Kathleen A. Horning, Treasurer	Denise M. O'Connell, Trustee
	Joseph M. Petrucci, Trustee

Board of Trustees Regular Meeting Agenda Hartland Township Hall Tuesday, April 04, 2023 7:00 PM

1. Call to Order
 2. Pledge of Allegiance
 3. Roll Call
 4. Approval of the Agenda
 5. Call to the Public
 6. Approval of the Consent Agenda
 - a. Approve Payment of Bills
 - b. Approve Post Audit of Disbursements Between Board Meetings
 - c. 03-21-23 Hartland Township Board Regular Meeting Minutes
 - d. Confirm the Supervisor's Appointment – Melanie Bartley to Zoning Board of Appeals (04/04/23-12/31/24)
 - e. Confirm Supervisor's Appointment – Jon Dehanke as the authorized representative to conduct liquor license inspections for Hartland Township (04.04.2023-3.31.2024)
 - f. Ratify Hiring of A. Carrigan as Hartland Township Assessor
 7. Pending & New Business
 - a. Site Plan/PD Application #23-003, Planned Development (PD) Concept Plan with a detached single-family residential community and commercial area (Highland Reserve Planned Development)
 - b. Hartland Township Community Project Funding - ARPA
 - c. 2023 Hartland Township Liquor License Inspections Agreement
 - d. Assessing Consulting Services Agreement
 - e. Township Fence and Sign Painting Contract
 - f. Automated External Defibrillator (AED) Approval
 8. Board Reports
- [BRIEF RECESS]
9. Information / Discussion
 - a. Manager's Report
 10. Adjournment

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Susan Case, Finance Clerk

Subject: Approve Payment of Bills

Date: March 28, 2023

Recommended Action

Move to approve the bills as presented for payment.

Discussion

Bills presented total \$668,929.72. The bills are available in the Finance office for review.

Notable invoices include:

\$346,558.50 – Hartland Deerfield Fire Authority – (1st Quarterly Payment)

\$81,320.60 – Hartland Township General Fund – (Mobile Home Tax Disbursement, 1st FQ 2024 Salary Allocations, 1st FQ 2024 Cable Studio Rent)

\$60,860.00 – Livingston County Sheriff – (Law Enforcement Services 4/1 – 6/30/23)

\$160,063.10 – Livingston County Drain Commission – (February 2023 Sewer System O&M)

Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

All expenses are covered under the amended FY23 budget or FY24 adopted budget.

Attachments

Bills for 04.04.2023

03/28/2023 03:11 PM
User: SUSANC
DB: Hartland

INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP
EXP CHECK RUN DATES 04/04/2023 - 04/04/2023
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN - CHECK TYPE: PAPER CHECK

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

CINTAS	CINTAS CORPORATION	03/20/2023	4149824262	FOA	MATS	
48911	P.O. BOX 630910	04/04/2023		N		57.47
03/20/2023	CINCINNATI OH, 45263	/ /	0.0000	N		0.00
		04/04/2023		N		57.47

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-801.000	CONTRACTED SERVICES	57.47

VENDOR TOTAL: 57.47

5888	FOSTER, SWIFT, COLLINS & SMITH	03/16/2023	854041	FOA	JANUARY 2023	
48877	313 S. WASHINGTON SQUARE	04/04/2023		N		3,572.00
03/16/2023	LANSING MI, 48933-2193	/ /	0.0000	N		0.00
		04/04/2023		Y		3,572.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-253-826.000	LEGAL FEES	376.00
536-000-826.000	LEGAL FEES	564.00
101-400-826.000	LEGAL FEES	493.50
590-000-826.000	LEGAL FEES	2,138.50
		3,572.00

5888	FOSTER, SWIFT, COLLINS & SMITH	03/27/2023	854931	FOA	FEBRUARY 2023	
48934	313 S. WASHINGTON SQUARE	04/04/2023		N		1,292.50
03/27/2023	LANSING MI, 48933-2193	/ /	0.0000	N		0.00
		04/04/2023		Y		1,292.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-400-826.000	LEGAL FEES	376.00
590-000-826.000	LEGAL FEES	916.50
		1,292.50

VENDOR TOTAL: 4,864.50

HAYAA-F	HARTLAND AREA YOUTH ATHLETIC ASSOC	04/01/2023	APRIL 2023	FOA	APRIL 2023 PAYMENT PER AGREEMENT	
48794	HAYAA - FOOTBALL	04/04/2023		N		330.09
	P.O. BOX 359					
04/01/2023	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		04/04/2023		N		330.09

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	330.09

VENDOR TOTAL: 330.09

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

HAYAA-B	HARTLAND AREA YOUTH ATHLETIC ASSOC.	04/01/2023	APRIL 2023	FOA	APRIL 2023 PAYMENT PER AGREEMENT	
48777	HAYAA - BASEBALL	04/04/2023		N		1,285.72
	P.O. BOX 110					
04/01/2023	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		04/04/2023		N		1,285.72

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	1,285.72

VENDOR TOTAL: 1,285.72

HCSA	HARTLAND COMMUNITY SOCCER ASSN	04/01/2023	APRIL 2023	FOA	APRIL 2023 PAYMENT PER AGREEMENT	
48786	HARTLAND COMMUNITY EDUCATION	04/04/2023		N		728.45
	9525 HIGHLAND RD					
04/01/2023	HOWELL MI, 48843	/ /	0.0000	N		0.00
		04/04/2023		N		728.45

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	728.45

VENDOR TOTAL: 728.45

HDFA	HARTLAND DEERFIELD FIRE	04/01/2023	23-24 1ST Q	FOA	1ST QTRLY PMT	
48933	3205 HARTLAND RD	04/04/2023		N		346,558.50
04/01/2023	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		04/04/2023		N		346,558.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
206-000-999.336	CONTRIBUTION TO FIRE AUTHORITY	346,558.50

VENDOR TOTAL: 346,558.50

0001	HARTLAND TOWNSHIP GENERAL FUND	03/20/2023	032023	FOA	FEBRUARY 2023 MOBILE HOME TAX DISBUR	
48912		04/04/2023		N		279.50
03/20/2023	,	/ /	0.0000	N		0.00
		04/04/2023		N		279.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
701-000-290.300	MOBILE HOME FEES ESCROW	279.50

0001	HARTLAND TOWNSHIP GENERAL FUND	04/01/2023	040123	FOA	1ST FQ 2024 SALARY ALLOCATIONS	
48551		04/04/2023		N		77,795.10
04/01/2023	,	/ /	0.0000	N		0.00
		04/04/2023		N		77,795.10

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

GL NUMBER	DESCRIPTION	AMOUNT
536-000-720.000	ADMINISTRATIVE FEES	41,662.22
590-000-720.000	ADMINISTRATIVE FEES	36,132.88
		<hr/> 77,795.10

0001	HARTLAND TOWNSHIP GENERAL FUND	04/04/2023	040423	FOA	APRIL 1 - JUNE 30, 2023 CABLE STUDIO	
48481		04/04/2023		N		3,246.00
04/04/2023	,	/ /	0.0000	N		0.00
		04/04/2023		N		3,246.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
577-000-941.000	RENT	3,246.00

VENDOR TOTAL: 81,320.60

HYL	HARTLAND YOUTH LACROSSE	04/01/2023	APRIL 2023	FOA	APRIL 2023 PAYMENT PER AGREEMENT	
48802	P.O. BOX 56	04/04/2023		N		330.09
04/01/2023	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		04/04/2023		N		330.09

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	330.09

VENDOR TOTAL: 330.09

HOMEDEPOT	HOME DEPOT CREDIT SERVICES	03/08/2023	5020352	FOA	CEILING TILES	
48931	DEPT 32-2006361202	04/04/2023		N		75.76
	P.O. BOX 70614					
03/08/2023	PHILADELPHIA PA, 19176-0614	/ /	0.0000	N		0.00
		04/04/2023		N		75.76

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-930.000	REPAIRS & MAINTENANCE	75.76

VENDOR TOTAL: 75.76

1548	HORIZON LANDSCAPE INC.	03/20/2023	16539	FOA	WINTERIZATION OF HERITAGE PARK	
48917	11765 HIBNER RD	04/04/2023		N		435.00
03/20/2023	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		04/04/2023		N		435.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	LAWN/SNOW MAINTENANCE	435.00

VENDOR TOTAL: 435.00

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		Due Date		1099		

K&J	K & J ELECTRIC, INC	03/11/2023	10405	FOA	REPLACE FAULTY LIGHT CONDUCTOR	
48876	7219 EAST HIGHLAND RD	04/04/2023		N		455.00
03/11/2023	HOWELL MI, 48843	/ /	0.0000	N		0.00
		04/04/2023		N		455.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-930.000	REPAIRS & MAINTENANCE	455.00

VENDOR TOTAL: 455.00

0015	LIVINGSTON COUNTY SHERIFF	04/01/2023	2NDQTR 2023	FOA	LAW ENFORCEMENT SERVICES 4/1/23 - 6/	
48392	150 S HIGHLANDER WAY	04/04/2023		N		60,860.00
04/01/2023	HOWELL MI, 48843	/ /	0.0000	N		0.00
		04/04/2023		N		60,860.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-302-801.000	CONTRACTED SERVICES	60,860.00

VENDOR TOTAL: 60,860.00

0220	LIVINGSTON COUNTY TREASURER	03/20/2023	032023	FOA	FEBRUARY 2023 MOBILE HOME TAX DISBUR	
48913	200 E. GRAND RIVER	04/04/2023		N		1,397.50
03/20/2023	HOWELL MI, 48843	/ /	0.0000	N		0.00
		04/04/2023		N		1,397.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
701-000-290.300	MOBILE HOME FEES ESCROW	1,397.50

VENDOR TOTAL: 1,397.50

2909	LIVINGSTON CTY.DRAIN COMMISSIO	03/16/2023	3633	FOA	FEBRUARY 2023 SEWER SYSTEM O&M	
48896	2300 E. GRAND RIVER	04/04/2023		N		160,063.10
	STE. 105					
03/16/2023	HOWELL MI, 48843	/ /	0.0000	N		0.00
		04/04/2023		N		160,063.10

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-000-801.008	LCDC CONTRACT SERVICES	160,063.10

VENDOR TOTAL: 160,063.10

LUTZROOFIN	LUTZ ROOFING	03/14/2023	68605	FOA	TWP HALL ROOF REPAIRS	
48916	4721 22 MILE RD	04/04/2023		N		555.76
03/14/2023	SHELBY TOWNSHIP MI, 48317	/ /	0.0000	N		0.00
		04/04/2023		N		555.76

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

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-930.000	REPAIRS & MAINTENANCE	555.76

VENDOR TOTAL: 555.76

1600	PETTY CASH (TREASURER)	03/16/2023	031623	FOA	PETTY CASH REIMBURSEMENT	
48928		04/04/2023		N		62.05
03/16/2023	,	/ /	0.0000	N		0.00
		04/04/2023		N		62.05

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-247-727.000	SUPPLIES & POSTAGE	15.69
101-247-957.000	EDUCATION/TRAINING/CONVENTION	36.36
101-253-804.000	MEMBERSHIP & DUES	10.00
		62.05

VENDOR TOTAL: 62.05

PBI	PITNEY BOWES INC	03/13/2023	1022733809	FOA	RED INK CARTRIDGE	
48927	P.O. BOX 981039	04/04/2023		N		265.58
03/13/2023	BOSTON MA, 02298-1039	/ /	0.0000	N		0.00
		04/04/2023		N		265.58

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-172-727.000	SUPPLIES & POSTAGE	265.58

VENDOR TOTAL: 265.58

PREMIER	PREMIER GARAGE DOORS, LLC	03/06/2023	4768	FOA	GARAGE REPAIR AT HERITAGE PARK	
48932	P.O. BOX 62	04/04/2023		N		95.00
03/06/2023	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		04/04/2023		N		95.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-930.000	REPAIRS & MAINTENANCE	95.00

VENDOR TOTAL: 95.00

SELECTION	SELECTION.COM	03/16/2023	522228	FOA	BACKGROUND CHECK - A. CARRIGAN	
48910	155 TRI-COUNTY PKWY, STE 150	04/04/2023		N		56.00
03/16/2023	CINCINNATI OH, 45246	/ /	0.0000	N		0.00
		04/04/2023		Y		56.00

Open

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

GL NUMBER	DESCRIPTION	AMOUNT
101-209-801.000	CONTRACTED SERVICES	56.00

VENDOR TOTAL: 56.00

SPALDING	SPALDING DEDECKER	03/16/2023	93529	FOA	SENIOR LIVING FACILITY THROUGH 1/29/	
48875	905 SOUTH BLVD EAST	04/04/2023		N		6,032.00
02/13/2023	ROCHESTER HILLS MI, 48307	/ /	0.0000	N		0.00
		04/04/2023		N		6,032.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-400-801.100-0027	PIRHL	6,032.00

VENDOR TOTAL: 6,032.00

DOORHEROS	THE DOOR HEROS	03/16/2023	031623	FOA	FIX LOCK ON A/P FILING CABINET	
48898	P.O. BOX 626	04/04/2023		N		115.00
03/16/2023	BRIGHTON MI, 48116	/ /	0.0000	N		0.00
		04/04/2023		N		115.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-930.000	REPAIRS & MAINTENANCE	115.00

VENDOR TOTAL: 115.00

TOSHIBA	TOSHIBA AMERICA BUSINESS SOLUTIONS	03/19/2023	5989468	FOA	2/25/23 - 3/24/23 - ESTUDIO2830C BLA	
48929	PO BOX 927	04/04/2023		N		2.54
03/19/2023	BUFFALO NY, 14240-0927	/ /	0.0000	N		0.00
		04/04/2023		N		2.54

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-172-930.000	REPAIRS & MAINTENANCE	2.54

TOSHIBA	TOSHIBA AMERICA BUSINESS SOLUTIONS	03/19/2023	5989469	FOA	2/25/23 - 3/24/23 - ESTUDIO2830C COL	
48930	PO BOX 927	04/04/2023		N		15.01
03/19/2023	BUFFALO NY, 14240-0927	/ /	0.0000	N		0.00
		04/04/2023		N		15.01

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-172-930.000	REPAIRS & MAINTENANCE	15.01

VENDOR TOTAL: 17.55

T&TSPECIAL	TRUCK & TRAILER SPECIALTIES, INC.	03/24/2023	HJO002608	FOA	PICK UP UPFIT	
48937	3286 HANNA LAKE IND. PARK DRIVE	04/04/2023		N		2,925.00
03/24/2023	DUTTON MI, 49316	/ /	0.0000	N		0.00

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

		04/04/2023		N		2,925.00
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Open

GL NUMBER	DESCRIPTION	AMOUNT
539-000-142.000	EQUIPMENT	2,925.00

VENDOR TOTAL:	2,925.00
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WATERTECH	WATER TECH	03/15/2023	56469	FOA	FEBRUARY 2023	
48868	718 S MICHIGAN	04/04/2023		N		44.00
02/28/2023	HOWELL MI, 48843	/ /	0.0000	N		0.00
		04/04/2023		N		44.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	44.00

VENDOR TOTAL:	44.00
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TOTAL - ALL VENDORS:	668,929.72
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FUND TOTALS:

Fund 101 - GENERAL FUND	73,002.02
Fund 206 - FIRE OPERATING	346,558.50
Fund 536 - WATER SYSTEM FUND	42,270.22
Fund 539 - WATER REPLACEMENT FUND	2,925.00
Fund 577 - CABLE TV FUND	3,246.00
Fund 590 - SEWER OPERATIONS & MAINTENANCE FUND	199,250.98
Fund 701 - TRUST AND AGENCY	1,677.00

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Susan Case, Finance Clerk

Subject: Approve Post Audit of Disbursements Between Board Meetings

Date: March 28, 2023

Recommended Action

Move to approve the presented disbursements under the post-audit resolution.

Discussion

The following disbursements have been made since the last board meeting:

Accounts Payable – \$1,036,991.37

March 30, 2023 Payroll - \$84,741.57

Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

All expenses are covered under the amended FY23 budget.

Attachments

Post Audit Bills List 03.16.2023

Post Audit Bills List 03.20.2023

Post Audit Bills List 03.23.2023

Post Audit Bills List 03.27.2023

Post Audit Bills List 03.28.2023

Payroll for 03.30.2023

CHECK DISBURSEMENT REPORT FOR HARTLAND TOWNSHIP
 CHECK DATE FROM 03/16/2023 - 03/16/2023

Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/16/2023	FOA	43508	CONSUMERS ENERGY	UTILITIES - GAS	101-265-920.001	1,553.49
		43508		UTILITIES - GAS	536-000-920.001	404.34
						<u>1,957.83</u>
03/16/2023	FOA	43509	DTE ENERGY	UTILITIES - ELECTRIC	206-000-920.002	22.60
		43509		UTILITIES - ELECTRIC	536-000-920.002	108.44
						<u>131.04</u>
03/16/2023	FOA	43510	HARTLAND TOWNSHIP GENERAL FUND	CIBC CDARS	101-000-003.025	500,000.00
03/16/2023	FOA	43511	HARTLAND TWP	MERCANTILE BANK	401-000-003.026	247,100.00
03/16/2023	FOA	43512	HARTLAND WATER REPAIR/RPLCMNT	BANK MICHIGAN CD	539-000-003.024	247,400.00
03/16/2023	FOA	43513	LIVINGSTON DAILY PRESS & ARGUS	PRINTING & PUBLICATIONS	101-215-900.000	80.00
		43513		PRINTING & PUBLICATIONS	101-247-900.000	225.00
		43513		PRINTING & PUBLICATIONS	101-400-900.000	100.00
						<u>405.00</u>
			TOTAL - ALL FUNDS	TOTAL OF 6 CHECKS		996,993.87

--- GL TOTALS ---

101-000-003.025	CIBC CDARS	500,000.00
101-215-900.000	PRINTING & PUBLICATIONS	80.00
101-247-900.000	PRINTING & PUBLICATIONS	225.00
101-265-920.001	UTILITIES - GAS	1,553.49
101-400-900.000	PRINTING & PUBLICATIONS	100.00
206-000-920.002	UTILITIES - ELECTRIC	22.60
401-000-003.026	MERCANTILE BANK	247,100.00
536-000-920.001	UTILITIES - GAS	404.34
536-000-920.002	UTILITIES - ELECTRIC	108.44
539-000-003.024	BANK MICHIGAN CD	247,400.00
	TOTAL	996,993.87

Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/20/2023	FOA	43514	CHASE BANK	SUPPLIES & POSTAGE	101-172-727.000	(14.63)
		43514		SUPPLIES & POSTAGE	101-209-727.000	283.24
		43514		SUPPLIES & POSTAGE	101-215-727.000	254.27
		43514		EDUCATION/TRAINING/CONVENTION	101-215-957.000	75.00
		43514		SUPPLIES & POSTAGE	101-253-727.000	31.98
		43514		EDUCATION/TRAINING/CONVENTION	101-253-957.000	99.00
		43514		OPERATING SUPPLIES	101-265-740.000	191.08
		43514		LAWN/SNOW MAINTENANCE	101-265-802.000	220.50
		43514		SUPPLIES & POSTAGE	101-441-727.000	19.59
		43514		CONTRACTED SERVICES	101-577-801.000	40.99
		43514		PARKS - SPECIAL EVENTS	101-751-955.000	913.66
		43514		WATER TREAT. CHEMICALS	536-000-740.001	3,183.33
		43514		LAWN/SNOW MAINTENANCE	536-000-802.000	220.50
		43514		INTERNET	536-000-805.000	304.80
		43514		TELEPHONE	536-000-851.000	80.99
		43514		PRINTING & PUBLICATIONS	536-000-900.000	26.99
		43514		EDUCATION/TRAINING/CONVENTION	536-000-957.000	210.00
		43514		INTERNET	577-000-805.000	898.70
		43514		CABLE TV FEES	577-000-806.000	142.17
						<hr/> 7,182.16
TOTAL - ALL FUNDS				TOTAL OF 1 CHECKS		7,182.16

--- GL TOTALS ---

101-172-727.000	SUPPLIES & POSTAGE	(14.63)
101-209-727.000	SUPPLIES & POSTAGE	283.24
101-215-727.000	SUPPLIES & POSTAGE	254.27
101-215-957.000	EDUCATION/TRAINING/CONVENTION	75.00
101-253-727.000	SUPPLIES & POSTAGE	31.98
101-253-957.000	EDUCATION/TRAINING/CONVENTION	99.00
101-265-740.000	OPERATING SUPPLIES	191.08
101-265-802.000	LAWN/SNOW MAINTENANCE	220.50
101-441-727.000	SUPPLIES & POSTAGE	19.59
101-577-801.000	CONTRACTED SERVICES	40.99
101-751-955.000	PARKS - SPECIAL EVENTS	913.66
536-000-740.001	WATER TREAT. CHEMICALS	3,183.33
536-000-802.000	LAWN/SNOW MAINTENANCE	220.50
536-000-805.000	INTERNET	304.80
536-000-851.000	TELEPHONE	80.99
536-000-900.000	PRINTING & PUBLICATIONS	26.99
536-000-957.000	EDUCATION/TRAINING/CONVENTION	210.00
577-000-805.000	INTERNET	898.70
577-000-806.000	CABLE TV FEES	142.17
	TOTAL	7,182.16

CHECK DISBURSEMENT REPORT FOR HARTLAND TOWNSHIP
CHECK DATE FROM 03/23/2023 - 03/23/2023

Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/23/2023	FOA	43541	CROMAINE DISTRICT LIBRARY	DPPT ESCROW	701-000-290.200	903.25
03/23/2023	FOA	43542	DELTA DENTAL	ACCRUED DENTAL BENEFITS	001-000-257.101	211.61
		43542		EMPLOYMENT EXPENSE	101-192-716.000	64.06
		43542		EMPLOYMENT EXPENSE	101-215-716.000	92.55
		43542		EMPLOYMENT EXPENSE	101-253-716.000	121.04
		43542		EMPLOYMENT EXPENSE	101-400-716.000	171.57
		43542		EMPLOYMENT EXPENSE	101-441-716.000	222.10
		43542		EMPLOYMENT EXPENSE	536-000-716.000	175.11
						<hr/> 1,058.04
03/23/2023	FOA	43543	DTE ENERGY	UTILITIES - ELECTRIC	101-265-920.002	1,249.49
		43543		STREET LIGHTS	101-448-921.000	42.17
		43543		UTILITIES	101-567-920.000	15.00
		43543		UTILITIES - ELECTRIC	101-751-920.002	366.38
		43543		UTILITIES - ELECTRIC	536-000-920.002	3,342.40
						<hr/> 5,015.44
03/23/2023	FOA	43544	HARTLAND CONSOLIDATED SCHOOLS	DPPT ESCROW	701-000-290.200	5,913.22
03/23/2023	FOA	43545	HARTLAND CONSOLIDATED SCHOOLS	DPPT ESCROW	701-000-290.200	300.53
03/23/2023	FOA	43546	HARTLAND CONSOLIDATED SCHOOLS	DPPT ESCROW	701-000-290.200	453.40
03/23/2023	FOA	43547	HARTLAND ROAD FUND	DPPT ESCROW	701-000-290.200	886.28
03/23/2023	FOA	43548	HARTLAND TOWNSHIP FIRE OPER	DPPT ESCROW	701-000-290.200	1,264.80
03/23/2023	FOA	43549	HARTLAND TOWNSHIP GENERAL FUND	DPPT ESCROW	701-000-290.200	1,001.63
03/23/2023	FOA	43550	LIV. EDUCATIONAL SERVICE AGENC	DPPT ESCROW	701-000-290.200	97.98
03/23/2023	FOA	43551	LIVINGSTON COUNTY TREASURER	DPPT ESCROW	701-000-290.200	624.03
03/23/2023	FOA	43552	MUTUAL OF OMAHA	ACCRUED STD/LTD BENEFITS	001-000-257.103	151.31
		43552		EMPLOYMENT EXPENSE	101-192-716.000	99.00
		43552		EMPLOYMENT EXPENSE	101-209-716.000	46.17
		43552		EMPLOYMENT EXPENSE	101-215-716.000	66.96
		43552		EMPLOYMENT EXPENSE	101-253-716.000	71.31
		43552		EMPLOYMENT EXPENSE	101-400-716.000	112.79
		43552		EMPLOYMENT EXPENSE	101-441-716.000	84.33
		43552		EMPLOYMENT EXPENSE	536-000-716.000	124.62
						<hr/> 756.49
03/23/2023	FOA	43553	PRIORITY HEALTH	ACCRUED MEDICAL BENEFITS	001-000-257.100	2,245.88
		43553		EMPLOYMENT EXPENSE	101-192-716.000	1,162.90
		43553		EMPLOYMENT EXPENSE	101-215-716.000	1,860.65
		43553		EMPLOYMENT EXPENSE	101-253-716.000	581.45
		43553		EMPLOYMENT EXPENSE	101-441-716.000	3,198.04
		43553		EMPLOYMENT EXPENSE	536-000-716.000	2,180.47

Check Date	Bank	Check #	Payee	Description	GL #	Amount
						11,229.39
03/23/2023	FOA	43554	VERIZON WIRELESS	DUE TO EMPLOYEES	101-000-232.000	47.13
		43554		REPAIRS & MAINTENANCE	101-209-930.000	80.02
		43554		TELEPHONE	101-265-851.000	760.25
		43554		TELEPHONE	536-000-851.000	242.86
		43554		CONTRACTED SERVICES & RENTALS	577-000-801.000	40.01
						1,170.27
03/23/2023	FOA	43555	VSP INSURANCE CO. (CT)	DECEMBER 2022 PREMIUMS	001-000-257.102	45.70
		43555		DECEMBER 2022 PREMIUMS	101-192-716.000	15.54
		43555		DECEMBER 2022 PREMIUMS	101-215-716.000	26.43
		43555		DECEMBER 2022 PREMIUMS	101-253-716.000	26.16
		43555		DECEMBER 2022 PREMIUMS	101-400-716.000	34.61
		43555		DECEMBER 2022 PREMIUMS	101-441-716.000	43.06
		43555		DECEMBER 2022 PREMIUMS	536-000-716.000	37.07
						228.57
TOTAL - ALL FUNDS				TOTAL OF 15 CHECKS		30,903.32

--- GL TOTALS ---

001-000-257.100	ACCRUED MEDICAL BENEFITS	2,245.88
001-000-257.101	ACCRUED DENTAL BENEFITS	211.61
001-000-257.102	ACCRUED VISION BENEFITS	45.70
001-000-257.103	ACCRUED STD/LTD BENEFITS	151.31
101-000-232.000	DUE TO EMPLOYEES	47.13
101-192-716.000	EMPLOYMENT EXPENSE	1,341.50
101-209-716.000	EMPLOYMENT EXPENSE	46.17
101-209-930.000	REPAIRS & MAINTENANCE	80.02
101-215-716.000	EMPLOYMENT EXPENSE	2,046.59
101-253-716.000	EMPLOYMENT EXPENSE	799.96
101-265-851.000	TELEPHONE	760.25
101-265-920.002	UTILITIES - ELECTRIC	1,249.49
101-400-716.000	EMPLOYMENT EXPENSE	318.97
101-441-716.000	EMPLOYMENT EXPENSE	3,547.53
101-448-921.000	STREET LIGHTS	42.17
101-567-920.000	UTILITIES	15.00
101-751-920.002	UTILITIES - ELECTRIC	366.38
536-000-716.000	EMPLOYMENT EXPENSE	2,517.27
536-000-851.000	TELEPHONE	242.86
536-000-920.002	UTILITIES - ELECTRIC	3,342.40
577-000-801.000	CONTRACTED SERVICES & RENTALS	40.01
701-000-290.200	DPPT ESCROW	11,445.12
	TOTAL	30,903.32

Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/27/2023	FOA	43556	AT&T	SPECIAL ASSESSMENT REFUNDS	537-000-404.100	736.02
TOTAL - ALL FUNDS				TOTAL OF 1 CHECKS		736.02
--- GL TOTALS ---						
537-000-404.100			SPECIAL ASSESSMENT REFUNDS			736.02
			TOTAL			736.02

Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/28/2023	FOA	43557	POSTMASTER	SUPPLIES & POSTAGE	101-191-727.000	1,176.00
			TOTAL - ALL FUNDS	TOTAL OF 1 CHECKS		1,176.00
--- GL TOTALS ---						
101-191-727.000			SUPPLIES & POSTAGE	1,176.00		
			TOTAL	1,176.00		

Check Register Report For Hartland Township
For Check Dates 03/30/2023 to 03/30/2023

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
03/30/2023	FOA	17365	BURROUGHS, JEFFREY M	350.00	308.35	0.00	Open
03/30/2023	FOA	17366	MARA, CHERYL L	210.00	185.00	0.00	Open
03/30/2023	FOA	17367	MISSION SQUARE	2,325.89	2,325.89	0.00	Open
03/30/2023	FOA	17368	MISSION SQUARE	3,927.77	3,927.77	0.00	Open
03/30/2023	FOA	17369	MISSION SQUARE	2,024.82	2,024.82	0.00	Open
03/30/2023	FOA	17370	MISSION SQUARE	200.00	200.00	0.00	Open
03/30/2023	FOA	DD8398	BEDUHN, TIMOTHY L.A.	1,767.00	0.00	1,346.03	Cleared
03/30/2023	FOA	DD8399	BERNARDI, MELYNDA A	2,108.43	0.00	1,644.35	Cleared
03/30/2023	FOA	DD8400	BROOKS, TYLER J	2,871.33	0.00	2,019.36	Cleared
03/30/2023	FOA	DD8401	CASE, SUSAN E	1,848.28	0.00	1,177.00	Cleared
03/30/2023	FOA	DD8402	CIOFU, LARRY N	2,746.24	0.00	1,990.98	Cleared
03/30/2023	FOA	DD8403	COBB, SUSAN M	31.43	0.00	27.68	Cleared
03/30/2023	FOA	DD8404	COSGROVE, HEATHER H	29.75	0.00	26.22	Cleared
03/30/2023	FOA	DD8405	DRYDEN-HOGAN, SUSAN A	3,601.41	0.00	2,576.93	Cleared
03/30/2023	FOA	DD8406	ECKMAN, MATTHEW A	90.00	0.00	79.29	Cleared
03/30/2023	FOA	DD8407	FOUNTAIN, WILLIAM J	2,746.24	0.00	2,313.75	Cleared
03/30/2023	FOA	DD8408	FOX, LAWRENCE E	360.00	0.00	317.16	Cleared
03/30/2023	FOA	DD8409	GERMANE, MATTHEW J	525.00	0.00	459.84	Cleared
03/30/2023	FOA	DD8410	GREIG, DAVID F	350.00	0.00	323.22	Cleared
03/30/2023	FOA	DD8411	GRISSIM, SUSAN L	90.00	0.00	83.12	Cleared
03/30/2023	FOA	DD8412	HAASETH, GWYN M	481.25	0.00	433.55	Cleared
03/30/2023	FOA	DD8413	HEASLIP, JAMES B	3,211.94	0.00	1,614.86	Cleared
03/30/2023	FOA	DD8414	HORNING, KATHLEEN A	2,996.24	0.00	2,190.62	Cleared
03/30/2023	FOA	DD8415	HUBBARD, TONYA S	1,725.38	0.00	1,248.54	Cleared
03/30/2023	FOA	DD8416	JOHNSON, LISA	2,593.20	0.00	1,689.76	Cleared
03/30/2023	FOA	DD8417	KENDALL, ANTHONY S	96.00	0.00	88.66	Cleared
03/30/2023	FOA	DD8418	LANGER, TROY D	3,842.16	0.00	2,722.88	Cleared
03/30/2023	FOA	DD8419	LITTERAL, JON D	420.00	0.00	387.87	Cleared
03/30/2023	FOA	DD8420	LOFTUS, DANIEL M	698.56	0.00	603.28	Cleared
03/30/2023	FOA	DD8421	LOUIS, CASEY	876.55	0.00	678.06	Cleared
03/30/2023	FOA	DD8422	LUCE, MICHAEL T	3,446.80	0.00	2,533.84	Cleared
03/30/2023	FOA	DD8423	MAYER, JAMES L	90.00	0.00	79.29	Cleared
03/30/2023	FOA	DD8424	MCMULLEN, SUMMER L	615.00	0.00	517.87	Cleared
03/30/2023	FOA	DD8425	MITCHELL, MICHAEL E	90.00	0.00	83.12	Cleared

Check Register Report For Hartland Township
For Check Dates 03/30/2023 to 03/30/2023

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
03/30/2023	FOA	DD8426	MORGANROTH, CAROL L	2,255.34	0.00	1,745.99	Cleared
03/30/2023	FOA	DD8427	MURPHY, THOMAS A	100.00	0.00	88.10	Cleared
03/30/2023	FOA	DD8428	NIXON, MITCHELL A	2,416.00	0.00	1,862.25	Cleared
03/30/2023	FOA	DD8429	O'CONNELL, DENISE	525.00	0.00	368.59	Cleared
03/30/2023	FOA	DD8430	PETRUCCI, JOSEPH M	525.00	0.00	438.59	Cleared
03/30/2023	FOA	DD8431	SHOLLACK, DONNA M	2,261.94	0.00	1,720.20	Cleared
03/30/2023	FOA	DD8432	SOSNOWSKI, SHERI R	701.50	0.00	493.03	Cleared
03/30/2023	FOA	DD8433	VERMILLION, KAREN L	1,928.88	0.00	1,396.96	Cleared
03/30/2023	FOA	DD8434	WEST, ROBERT M	4,466.67	0.00	2,723.75	Cleared
03/30/2023	FOA	DD8435	WYATT, MARTHA K	3,266.99	0.00	2,149.27	Cleared
03/30/2023	FOA	EFT670	FEDERAL TAX DEPOSIT	13,262.78	13,262.78	0.00	Cleared
03/30/2023	FOA	EFT671	MI DEPT OF TREASURY	3,644.80	3,644.80	0.00	Cleared

Totals:		Number of Checks: 046	84,741.57	25,879.41	42,243.86
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Total Physical Checks:	6
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Total Check Stubs:	40
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Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Larry Ciofu, Clerk

Subject: 03-21-23 Hartland Township Board Regular Meeting Minutes

Date: March 29, 2023

Recommended Action

Move to approve the Hartland Township Board Regular Meeting Minutes for March 21, 2023

Discussion

Draft minutes are attached for review.

Financial Impact

None

Attachments

3-21-23 HTB Minutes - DRAFT

HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES
March 21, 2023 – 7:00 PM

DRAFT

1. Call to Order

The meeting was called to order by Supervisor Fountain at 7:00 p.m.

2. Pledge of Allegiance

3. Roll Call

PRESENT: Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee Germane, Trustee McMullen, Trustee O'Connell, Trustee Petrucci (remote from Florida)

ABSENT: None

Also present were Township Manager Bob West (remote from Canada) and Public Works Director Mike Luce

4. Approval of the Agenda

Move to approve the agenda for the March 21, 2023 Hartland Township Board Meeting as presented.

Motion made by Trustee O'Connell, Seconded by Clerk Ciofu.

Voting Yea: Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee Germane, Trustee McMullen, Trustee O'Connell

Voting Nay: None

Abstain: Trustee Petrucci (remote)

Absent: None

5. Call to the Public

No one came forward.

6. Approval of the Consent Agenda

Move to approve the consent agenda for the March 21, 2023 Hartland Township Board meeting as presented.

Motion made by Clerk Ciofu, Seconded by Trustee Germane.

Voting Yea: Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee Germane, Trustee McMullen, Trustee O'Connell

Voting Nay: None

Abstain: Trustee Petrucci (remote)

Absent: None

- a. Approve Payment of Bills
- b. Approve Post Audit of Disbursements Between Board Meetings
- c. 03-07-23 Hartland Township Board Regular Meeting Minutes
- d. Year-End FY2023 Budget Amendments

7. Pending & New Business

- a. Resolution of Determination of wages and benefits of the Township Supervisor

HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

March 21, 2023 – 7:00 PM

Supervisor Fountain gave a brief overview of the rate study done three years ago that indicated slight increases to the Clerk, Treasurer and Supervisor positions were warranted over a three year period. He stated that these increases are required to be approved by Resolution. Manager West clarified that the rate study is up dated every year as the rate study done three years ago indicated we were behind the average for these positions in communities of our size and he is recommending the proposed increases.

Move to adopt the Resolution of Determination of wages and benefits of the Township Supervisor for the 2023-2024 fiscal year.

Motion made by Treasurer Horning, Seconded by Trustee O'Connell. Roll call vote taken
Voting Yea: Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee Germane,
Trustee McMullen, Trustee O'Connell
Voting Nay: None
Abstain: Trustee Petrucci (remote)
Absent: None Motion passes: 6-0-1

b. Resolution of Determination of wages and benefits of the Township Clerk

Move to adopt the Resolution of Determination of wages and benefits of the Township Clerk for the 2023-2024 fiscal year.

Motion made by Trustee O'Connell, Seconded by Treasurer Horning. Roll call vote taken
Voting Yea: Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee Germane,
Trustee McMullen, Trustee O'Connell
Voting Nay: None
Abstain: Trustee Petrucci (remote)
Absent: None Motion passes: 6-0-1

c. Resolution of Determination of wages and benefits of the Township Treasurer

Move to adopt the Resolution of Determination of wages and benefits of the Township Treasurer for the 2023-2024 fiscal year.

Motion made by Trustee Germane, Seconded by Clerk Ciofu. Roll Call vote taken
Voting Yea: Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee Germane,
Trustee McMullen, Trustee O'Connell
Voting Nay: None
Abstain: Trustee Petrucci (remote)
Absent: None Motion passes: 6-0-1

d. FY2024 General Appropriations Act

Manager West gave an brief overview of the Truth in Taxation, highlighting the best estimate for general millage rates for Hartland Township. Supervisor Fountain gave a brief overview of the Headlee Amendment and stated that the initial General Fund Millage was 1.1 mils has been rolled back due to this to the current 0.7587 mils. He also commented on the lower millage rates for the Fire Millage and the Road millage and even though we could have proposed to go back to the original millage rate, Hartland Township has elected not to do so at this time. Manager West reviewed the General Fund Estimated Revenues for Fiscal Year 2023-2024, highlighting the \$1.7 million received from State Shared Revenue and the \$674,000 received

HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

March 21, 2023 – 7:00 PM

from general Property Taxes. He proceeded to reviewed the General Fund Estimated Expenditures for the Fiscal Year 2023-2024, highlighting increased expenses for Planning & Zoning in anticipation of the development projects scheduled for next year. Manager West commended our recreation partners for the exceptional parks and recreation programs we have created in the community without a dedicated parks millage. All of our park improvements are funded through the General Fund. He provided a brief overview of the \$500,000 transfer out expense which is the remaining surplus of estimated revenues collected less estimated expenses which is transferred to the Capital Improvement Fund. This Fund is used for community improvements and capital projects, such as sidewalks, that benefit the entire Hartland community. Manager West stated that if approved the full budget will be available on the Township's website and in hardcopy at the Township Hall.

Move to open the Public Hearing at 7:15 p.m.

Motion made by Treasurer Horning, Seconded by Trustee Germane.

Voting Yea: Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee Germane, Trustee McMullen, Trustee O'Connell

Voting Nay: None

Abstain: Trustee Petrucci (remote)

Absent: None

No one came forward.

Move to close the Public Hearing at 7:16 p.m.

Motion made by Clerk Ciofu, Seconded by Trustee O'Connell

Voting Yea: Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee Germane, Trustee McMullen, Trustee O'Connell

Voting Nay: None

Abstain: Trustee Petrucci (remote)

Absent: None

Move to approve the Resolution to establish a General Appropriations Act for the 2023-2024 fiscal year.

Manager West stated that we have modified the Purchase Policy to authorize the Administrative Committee to have additional purchasing authority and this language was incorporated in the Resolution.

Motion made by Clerk Ciofu, Seconded by Trustee Germane.

Roll call vote taken

Voting Yea: Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee Germane, Trustee McMullen, Trustee O'Connell

Voting Nay: None

Abstain: Trustee Petrucci (remote)

Absent: None

Motion passes: 6-0-1

e. Hartland Enrichment and Recreation Organization (HERO) Agreement 2023-2026

Manager West gave a brief overview of the Township's support of the Hartland Enrichment Recreation Organization (HERO) through a formal agreement. This agreement is expiring and we are looking to renew it for an additional three years. The only change is an increase of \$300 per year to \$2,500 annually for the Township's contribution to the maintenance of the HERO Center.

HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

March 21, 2023 – 7:00 PM

Move to approve the Hartland Enrichment and Recreation Organization (HERO) Agreement 2023-2026 as presented.

Motion made by Trustee O'Connell, Seconded by Trustee McMullen.

Voting Yea: Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee Germane, Trustee McMullen, Trustee O'Connell

Voting Nay: None

Abstain: Trustee Petrucci (remote)

Absent: None

f. HAYAA - Spranger Field Agreement 2023-2025

Supervisor Fountain stated that we have an agreement with the Hartland Area Youth Athletic Association (HAYAA) to fund the maintenance of the fields to a standard we would require if maintenance was under our control. Manager West commended HAYAA as a recreation partner of the Township stating this was a very unique model that has worked very well in this community.

Move to approve the HAYAA - Spranger Field Agreement 2023-2025 as presented.

Motion made by Treasurer Horning, Seconded by Trustee O'Connell.

Voting Yea: Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee Germane, Trustee McMullen, Trustee O'Connell

Voting Nay: None

Abstain: Trustee Petrucci (remote)

Absent: None

8. Board Reports

Trustee Petrucci - No report

Clerk Ciofu - Stated that Absentee Voter Ballot Applications were mailed out last week. Ballots should be ready to be mail out early next week. Ballots are due back to the Township by May 2, 2023 at 8:00 p.m.

Treasurer Horning - Stated that with the recent bank closures on the West Coast, our Treasury Department is monitoring this and have found eight new banks to further diversify our funds. She stated we have opened a CDARS account with CIBC in Troy. With the restrictions of Public Act 90, a CDARS account allows a large sum of money to be placed with a secure bank and that bank puts the funds into qualified banks that we do not use, are not local, or that we cannot logistically drive to, thereby ensuring full FDIC coverage for the entire amount. She stated that with the finite vision for the sewer system as far as selling REU's we are looking into establishing an investment portfolio for these funds. The Michigan Municipal Treasurers Association is holding a special meeting next week regarding the banking situation.

Trustee Germane - Stated that a very productive meeting was held with the Township and the HERO board regarding improvements to the HERO Teen Center and that on behalf of the HERO Board, especially in light of the extension of the Agreement approved tonight, he thanked the Township for their support of the HERO Center.

Trustee O'Connell - No report.

Trustee McMullen - No report.

Supervisor Fountain - Stated that they had fourteen in-person applicants and a total of 75 including letter and veteran applications at the Board of Review this past week. He also thanked retiring Assessor Jim Heaslip for all of his excellent work over the past thirteen years. He stated that probably the most

HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

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highly accomplished accolade for an Assessor would be a perfect score on the Michigan State Assessing Audit and Jim not only accomplished this, but did it twice. In both years there were only a handful of Assessors in the entire State of Michigan that received that honor. He also stated that we have hired a new Assessor starting full time on May 1, 2023. Manager West stated she is Assessor of record at her current community and wanted to bring closure to this before starting at Hartland Township.

[BRIEF RECESS]

9. Information / Discussion

a. Manager's Report

Manager West stated that he met with a resident that has some issues with the Township and although he did not necessarily agree with or like the response, he has a better understanding of the issues and was appreciative of the explanations. He stated that the joint meeting of the Board and Planning Commission is scheduled for April 6th, probably at 6:30 p.m. Manager West and Planning Director Troy Langer will facilitate this meeting, providing an update on the sewer REU inventory and the effect it will have on zoning, planning and potential limitations on planned developments in the future. Manager West stated the Cemetery Clean-Up Day will be held on April 15th. Public Works Director Mike Luce initiated this event last year and it was well received by the community, and we will be doing this again this year. He stated the Large Item Clean-Up Day will be held on Saturday, May 20th from 9:00 a.m. until 1:00 p.m. at the Hartland High School parking lot. Manager West stated he will be bringing the Heritage Park Agreement with the HAYAA partners to the Board in the near future. This was originally a ten year agreement that will be renewed for five years. The discussions are going well and it is a very mutually beneficial agreement for all parties. Manager West gave a brief update on Treasurer Horning comments regarding the sewer bond funds, stating that since we cannot payoff the bonds until a specific date, we would be looking to lock in longer terms interest rates that would mature with the callable dates of the bonds. He commended Treasurer Horning for her research on this matter. Manager West recognized Assessor Jim Heaslip for his work over the years and stated he has been instrumental in selecting and onboarding our new Assessor, Amanda Carrigan. Assessor Carrigan will be in a couple of days a week through April and will officially start on May 1, 2023. She lives locally and has been an Assessor of record for over twenty years. Assessor Heaslip is willing to assist Assessor Carrigan during the transition and we will be developing a short-term consulting contract with Assessor Heaslip for his assistance during this period. Treasurer Horning also congratulated Assessor Heaslip and stated she enjoyed working closely with him for the last 13 years and will miss having him here. Manager West concurred with Trustee Germane that the HERO meeting was very productive. He stated that the building is owned by the Township and that maintenance items to the building should be funded by the Township. The additional funds committed to the HERO Center would be for improvements to the building. Trustee Germane inquired as to any update from the County regarding the Septage Receiving Station. Manager West stated that the Livingston County Board of Public Works (LCBPW) added a meeting to go into closed session on this matter and upon coming out of closed session agreed to move forward with what was discussed in closed session and bring that to the Livingston County Board of Commissioners (LCBC). Manager West received confirmation that this would have to be approved by the LCBPW, then go to the County Infrastructure Committee, and if approved by the Infrastructure Committee it would move on to the LCBC. After this we may see the agreement. Manager West is not confident that the proposed agreement will be agreeable to the Board. He hopes to know more after the April 6th LCBPW meeting. Manager West stated he was asked prior to the last LCBPW meeting how he would feel if the LCBPW took the hosting fee from Hartland and paid it to the Livingston County Regional Sewer System instead. Manager West responded that he would probably not be agreeable on several points. Supervisor Fountain stated if we need a special meeting to discuss this we would do so. Manager West reiterated that he does not

HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

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see any resolution they may propose that would benefit the resident users of the sewer system. Trustee Germane inquired as to whether Tyrone Township is aware of these new developments and Manager West responded that Tyrone Township Supervisor Cunningham was in the closed session of the LCBPW meeting. A brief discussion was held on current septage receiving station flow limits and meter issues.

10. Adjournment

Move to adjourn the meeting at 7:55 p.m.

Motion made by Clerk Ciofu, Seconded by Trustee O'Connell.

Voting Yea: Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee Germane, Trustee McMullen, Trustee O'Connell

Voting Nay: None

Abstain: Trustee Petrucci (remote)

Absent: None

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert M. West, Township Manager

Subject: Confirm the Supervisor's appointments – Melanie Bartley to Zoning Board of Appeals (04/04/23-12/31/24)

Date: March 28, 2023

Recommended Action

Move to confirm the Supervisor's appointment – Melanie Bartley from alternate to full position of Zoning Board of Appeals (04/04/23-12/31/24)

Discussion

Former Zoning Board of Appeals member Ed Seguin has resigned from his current position, and in response, current alternate Melanie Bartley has accepted the Township invitation to fill the position.

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert M. West, Township Manager

Subject: Confirm Supervisor's Appointment – Jon Dehanke as the authorized representative to conduct liquor license inspections for Hartland Township (04.04.2023-3.31.2024)

Date: March 28, 2023

Recommended Action

Confirm Supervisor's Appointment – Jon Dehanke as the authorized representative to conduct liquor license inspections for Hartland Township (04.04.2023-3.31.2024)

Discussion

Township Supervisor is recommending the appointment of Jon Dehanke, current Hartland Deerfield Fire Authority Captain, as the authorized agent to conduct liquor license inspections within Hartland Township.

Approval of this agenda item will confirm the Township Supervisor's appointment.

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert M. West, Township Manager

Subject: Ratify Hiring of A. Carrigan as Hartland Township Assessor

Date: March 28, 2023

Recommended Action

Move to ratify Hiring of Amanda Carrigan as Hartland Township Assessor beginning 04/01/23, at an annual salary of \$75,000.

Discussion

Hartland Township received four resumes for the Township Assessor position. Amanda Carrigan was identified as an exceptional candidate for the position after conducting numerous phone interviews and multiple in-person interviews.

Mrs. Carrigan has over 25 years of progressive Assessing experience, and formally served as the Assessor of record for Fenton and Bridgeport Township. She was the most qualified applicant, holding multiple certifications that will benefit Hartland Township.

Mrs. Carrigan has preexisting working relationships with Livingston County Assessing and with the State of Michigan in day-to-day aspects of Assessing operations.

The Township Manager is recommending the proposed compensation based upon Mrs. Carrigan's experience and education. The proposed wage is the higher limit of the predetermined compensation range.

Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

All salaried funds for FY24 have already been budgeted for.

Attachments

Amanda Carrigan Cover Letter & Resume

February 5, 2023

Hartland Township
Attn: Robert West
2655 Clark Road
Hartland MI 48353



Dear Mr. West,

After many years of dedicated service by Mr. Heaslip, it is my understanding that Hartland Township is accepting applications for his replacement. Please accept this as my letter of interest in the open position.

As an Assessor with experience in both Townships & Cities, I have gained extensive knowledge in all aspects of property assessment. My long tenure in this field has provided me the opportunity to work constructively within the challenges of the changing landscape of property values and tax laws over the years.

The experience I gained with the City of Fenton offered great opportunities to improve the efficiency of the Assessor's office. From the creation of a new records system to the implementation of the geographic information system, I was able to transform the department into one of the most technologically advanced Assessors Offices in the County. My time spent in more rural townships challenged me to be more resourceful with improvements and developments within those offices, however, creating collaborative environments between departments enabled us to strengthen data integrity and improve our overall efficiency.

While the position of Assessor has never been a very popular one, I enjoy meeting with residents to discuss their issues to offer information as to how Michigan's property assessment system functions, both independently, and jointly with other departments. Thirty years of experience in local government have formed me into an approachable administrator for both residents and colleagues.

Living just a few minutes north of your boundaries, Hartland's commercial district is a familiar place for my family and myself. For as many years as we have resided in Fenton, Hartland has been a staple for shopping, recreation, and even day care. And now that my only daughter is off to Michigan State, even more frequent trips through Hartland on our way to-and-from campus.

Enclosed is my resume for your review. I am excited about the opportunity to discuss my qualifications with your office. Please feel free to reach out to me with any questions you may have. I will be happy to offer personal or professional references upon your request.

Sincerely,

Amanda Carrigan, MAAO PPE

Amanda Carrigan

MAAO, PPE



PROFILE

Committed to the principles of the equitable assessment of real and personal property. Compelled to work collaboratively with other departments to serve the needs of the community.

EDUCATION/ CERTIFICATION

Michigan Advanced
Assessing Officer, 1998
Personal Property
Examiners License, 1996
Damage Assessment
Training 2003, 2007, 2016
Delta College 1993-1995

PROFESSIONAL AFFILIATIONS

- MAA - Member
- Tri-County Assessors Assoc,
Past Board Member
- SAGA GIS Member Rep
- City of Fenton Damage
Assessment Response Team

PERSONAL INTERESTS

- Paddle Boarding
- Watercolor Painting
- Home Remodeling/Weekend
Warrior Projects
- Traveling with Family

WORK EXPERIENCE

TOWNSHIP ASSESSOR

2007 - Present

Bridgeport Charter Township, Saginaw County

- 5,300 Real Parcels, 265 Personal Parcels
- Responsible for the everyday operations of the Assessor's Office, including processing splits/combinations, ECF & land value determinations, processing affidavits, conducting Boards of Review, working with residents inquiries, etc.
- Create and manage department budget.
- Serve as Township's representative to the Michigan Tax Tribunal & State Tax Commission.

CONTRACTUAL ADMINISTRATIVE ASSESSING SUPPORT

2017 - Present

City of Fenton, Genesee, Livingston, & Oakland Counties

- Provide administrative support as needed for Tribunal research, land value & ECF determinations, and other tasks for Fenton as well as two other units that they assess through shared services agreements.

TOWNSHIP ASSESSOR

2006-2012

Rose Township, Oakland County

- 3,200 Real Parcels, 100 Personal Property Parcels

TOWNSHIP ASSESSOR

2006-2007

Grass Lake Township, Jackson County

- 3,000 Real Parcels, 300 Personal Property Parcels

CITY ASSESSOR

1998-2006

City of Fenton, Genesee, Livingston, & Oakland Counties

- 5,000 Real Parcels, 800 Personal Property Parcels

APPRAISER

Commerce Township, Oakland County

1998

ASSISTANT ASSESSOR

1994-1998

City of South Lyon, Oakland County

TECHNICAL PROFICIENCIES

- BS&A Assessing, Tax, &
Building Modules
- Microsoft Office Suite
- Apex Sketching Software
- Zoom
- ArcMap
- Google Docs

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Troy Langer, Planning Director

Subject: Site Plan/PD Application #23-003, Planned Development (PD) Concept Plan with a detached single-family residential community and commercial area (Highland Reserve Planned Development)

Date: March 28, 2023

Recommended Action

No formal action shall be taken by the Planning Commission or the Township Board as part of a Planned Development Concept Plan review. The Planning Commission should provide comments to the applicant about the proposed Planned Development Concept Plan and whether it is indicative of a plan that can and will meet the intent, design standards, and eligibility criteria of the Planned Development process.

The Preliminary PD, which is in the next phase of a Planned Development (PD), will include significantly more detail with respect to design and engineering, landscaping, lighting, traffic impacts, wetland determinations, common space features, etc. It would be in the Applicant's best interest to provide a summary of design details (entryway feature, landscaping, amenities, common area features, etc.) as part of the Preliminary PD submittal.

Discussion

Applicant: Mike West

Site Description

The subject property is south of Highland Road and east of Hartland Glen Lane/Hartland Glen Golf Course, in Section 26 of the Township. Redwood Living Planned Development has frontage along the west side of Hartland Glen Lane and is currently under construction. The subject parcel (Parcel ID #4708-26-200-002) is approximately 39.05 acres in size and zoned CA (Conservation Agricultural). The 2015 Future Land Use Map (FLUM) designates this parcel as Special Planning Area (SPA) and is within the M-59/Pleasant Valley/Fenton Road SPA. The 2020-2021 Amendment to the FLUM has this same designation.

Currently the property primarily consists of open fields which have historically been used for agricultural activities. The plans indicate two (2) wetland areas, with one area on the west and another in the southeast corner. Wooded areas occur along the M-59 boundary (west and northeast), and along the east and west sides of the property. A stand of trees exists in the southwest corner of the site.

The property to the south is part of Hartland Glen Golf Course which is zoned CA (Conservation Agricultural).

To the east, is property that has been historically associated with the Newberry Place Planned Development project, which is zoned CA (Conservation Agricultural). The property is undeveloped currently.

Per the site plan, access to the site is via Highland Road, a public road, which is under the jurisdiction of the Michigan Department of Transportation (MDOT). An additional road connection is shown from Hartland Glen Lane, west of the subject site. Hartland Glen Lane was never formally approved as a private roadway and would be considered a non-conforming roadway.

Historically this roadway has been the only access route to the golf club and parking associated with Hartland Glen Golf Course. The approved plans for Redwood Living PD (SP PD #21-005 and SP PD #22-003) shows Hartland Glen Lane as paved (asphalt surfacing), twenty (20) feet wide, and without curb and gutter. Redwood Living PD has two (2) access points from Hartland Glen Lane. An access easement for ingress and egress would be required as part of the Final PD documents, allowing Highland Reserve PD to take access from Hartland Glen Lane.

Municipal water and sanitary sewer will be required for this project.

Site History

Per Township records, the property was occupied by a residential home, and addressed as 12690 Highland Road. The records do not indicate when the house was constructed. The house and detached building were demolished in 2000, under Land Use Permit #5344. The Township Assessing records indicate the property has been leased for agricultural purposes since 2007.

Historically, plans for the Newberry Place Planned Development have included the subject property as part of that development, under several applications from 2007 to 2016 (Newberry West). Conversely, other development plans for Newberry Place PD did not include this property. The Preliminary PD for Newberry Place PD was approved by the Township Board on July 6, 2021, under SP/PD #20-012, and did not include the subject property.

Planned Development Procedure

Section 3.1.18 of the Township's Zoning Ordinance provides standards and approval procedures for a PD (Planned Development). Approval of a Planned Development is a three-step process. A Concept Plan, Preliminary Plan, and Final Plan are all reviewed by the Planning Commission and the Township Board, with the Planning Commission making a recommendation and the Board having final approval at each step. The process usually requires a rezoning from the existing zoning district to the Planned Development (PD) zoning district. As part of the rezoning, a public hearing is held before the Planning Commission consistent with the Michigan Zoning Enabling Act; this public hearing is held at the same meeting during which the Planning Commission reviews and makes a recommendation on the Preliminary PD. Approval of the Final Plan by the Township Board usually constitutes a rezoning of the subject property to PD (Planned Development).

An informal meeting on this project was held on January 11, 2023, with the applicant, Planning staff, and the Planning Commission Site Plan Review Committee.

The Planning Commission discussed this request at their March 23, 2023 regular meeting. Comments were generally supportive of this project.

Proposed Concept Plan

A. General

The subject parcel is approximately 39.05 acres in area. Per Section 3.1.18.B.ii, the minimum size for a Planned Development is twenty (20) acres of contiguous land, thus the property meets the minimum size requirement.

Development Plan

The applicant has submitted a Concept Plan that shows two (2) proposed parcels of land with two (2) different uses. An approximate 1.9 acre parcel, in the northwest corner of the site, is designated as Commercial Split Area. Per the applicant the seller intends to retain the northwest corner for a commercial project, essentially proposing to go through a land division process to create that parcel. Although specific

development plans for this area were not provided, this will be required as part of the planned development. The commercial project area will have to be part of the planned development for reasons outlined in the next few paragraphs.

Currently the subject site (39.05 acres) is zoned CA (Conservation Agricultural). If the applicant pursued a land division in the northwest corner (Commercial Split Area), and this parcel was not part of a planned development, the proposed parcel would have to meet the minimum CA zoning standards for lot width and lot area. As currently configured, the proposed parcel in the northwest corner does not meet the minimum lot size for CA for a single-family dwelling (minimum 2 acres), or farm dwelling (minimum 10 acres). Staff was unable to determine the lot width along Highland Road. Additionally, commercial uses are very limited in CA. Based on the information provided and the CA zoning standards, it would be difficult to utilize the northwest corner for a commercial use, if that parcel was independent from a planned development.

It is staff's opinion that the northwest corner of the property would need to be part of the proposed planned development in order to allow for commercial uses. In that scenario, that portion of the PD could be developed as a commercial use, subject to standards established as part of the Preliminary PD. Details on proposed setbacks, design guidelines, architectural standards, and potential uses for the commercial portion of the PD would need to be provided by the applicant as part of the Preliminary PD submittal. The details will be reviewed by the Planning Commission, and standards will be established as part of the Preliminary PD.

The remaining portion of the site, approximately 37.14 acres, is shown as a single-family residential development with a total of one hundred (100) detached single-family homes. Thirty-five (35) of the detached homes are homes for rent. The rental homes are placed along the northern portion of the site, along Highland Road frontage, and in the central area, generally on the west side of the site.

The remainder of the property will be developed as a site condominium subdivision with sixty-five (65) detached single-family residential units.

The plan shows three (3) development phases for the residential portion of the project, which are summarized below:

Phase #	#Rental units	#Site condo units
Phase 1	25	6
Phase 2	10	37
Phase 3	0	22
TOTAL UNITS	35	65

Housing Information and Setbacks

Several housing options are available and include a single-story ranch, two-story and/or bi-level homes with individual floor plans ranging between 1,250 to 2,800 square feet in size, with 3-4 bedrooms, 2-3 bathrooms, and an attached two-car or three-car garage. Product information on the building materials are not identified on the illustrations of the housing styles.

Minimum lot sizes within the condominium subdivision are 60 feet wide by 120 feet long, and approximately 7,200 square feet in area. For the rental homes, the plan shows the building unit as fifty (50) feet by fifty (50) feet.

Staff assumes the intent of the proposed unit envelope for the rental house units and condominium units is that each residential structure and associated accessory structures, including pools, decks, and sheds, will be located within the envelope; however, the applicant should provide clarification on this matter as part of the Preliminary PD submittal. Lot coverage within the unit envelope is not stated on the plans. Staff would suggest that the Preliminary PD plans include sample drawings of a typical rental unit and condominium unit, showing how the house and other site elements would fit within the unit, including a deck, patio, pool, shed, and 3-car garage.

The proposed building setbacks for the rental units are as follows:

Front: 25 feet

Side: 10 feet between homes

Rear: 80 feet for homes adjacent to Highland Road

The proposed building setbacks for the condominium units are as follows:

Front: 25 feet

Side: 5 feet (interior lot); 10 feet (corner lot)

Rear: 20 feet

Other Concept Plan Details

On-site stormwater detention is shown in three areas. Approximately 15.93 acres of the site is designated as open space, equating to approximately 40.8% of the residential portion of the property.

The property is approximately 39.05 acres, resulting in an estimated density of 2.56 dwelling units per acre. More discussion on density is provided in the next section of this report.

Section 3.1.18.E has specific requirements for information to be included within a Planned Development Concept Plan submittal. Given the information provided by the applicant, the Planning Department feels the submittal is sufficient to consider complete.

B. Proposed Density

Section 3.1.18.C. of the Zoning Ordinance states the residential density in a planned development shall be consistent with the density designation within the Township's Comprehensive Plan. The subject property is designated as a Special Planning Area (SPA) on the adopted 2015 Future Land Use Map and the 2020-2021 Amendment to the FLUM.

The property is part of the M-59/Pleasant Valley/Fenton Road Special Planning Area. This category designation envisions a maximum density of four (4) dwelling units per acre. Using 39.05 acres for property size and allowing a maximum of four (4) units per acre, a maximum 156.2 (or 156) dwelling units could be permitted (39.05 acres x 4 dwelling units per acre). The Concept Plan proposes a density of 2.56 dwelling units per acre (100 dwellings ÷ 39.05 acres), which is consistent with the maximum allowed density for the Special Planning Area.

Per Section 3.1.18.C.iv., the Planning Commission may agree to recommend up to a forty (40%) percent increase in units on a site in recognition of outstanding attributes as listed in this section. The Township Board in its sole discretion shall have the ability to approve such density increase up to forty (40%) percent subsequent to an affirmative recommendation from the Planning Commission. In this case if the Planned Development land area could accommodate 156 units, in accordance with the Comprehensive Plan, the Planned Development plan could include up to 218 dwellings (156 + 62 additional units) if a maximum bonus were awarded by the Planning Commission and Township Board.

Per the 2020-2021 Amendment to the FLUM, the surrounding properties on the west and south are designated as Special Planning Area, as part of the M-59/Cundy Road/Hartland Glen Golf Course Special Planning Area. The property to the east is designated as Special Planning Area, as part of the M-59/Pleasant Valley/Fenton Road Special Planning Area, per the adopted 2015 Future Land Use Map and the 2020-2021 Amendment to the FLUM.

C. Public Road Access

As noted previously, access to the residential portion of the PD is shown from Highland Road, a public road, and Hartland Glen Lane, a private roadway. Access to the commercial site in the northwest corner is not shown. Internally the lots are served by a looped system of private roads, with two (2) cul-de-sacs. Any proposed access from Highland Road requires review and approval from the Michigan Department of Transportation (MDOT).

D. Traffic Generation

The applicant has not submitted a traffic impact analysis as part of the Concept Plan submittal; this is one of the requirements of the Preliminary PD submittal.

E. Internal Vehicular/Pedestrian Circulation

Although the plans state the development will be served by public roads, it is more likely that the roads will be private. Nonetheless, the plans show an internal vehicular circulation that is comprised of a grid pattern with two (2) cul-de-sacs. Two street stubs are shown, one on the east and one on the south, which are intended to allow for future street extensions and connectivity to the adjacent properties. Per the applicant's explanation, the two street stubs will be constructed to the eastern and southern property lines. Access easements for ingress and egress those proposed road connections would be required as part of the Final PD documents.

The private roads in the proposed development will be required to meet the standards of Section 5.23 of the Zoning Ordinance for a road serving twenty-five (25) or more units or parcels, which requires the private road to be constructed consistent with public road requirements of the Livingston County Road Commission (LCRC). The private roads are shown as thirty (30) feet wide with a 66-foot wide right-of-way. Although not stated on the plans, it is assumed curb and gutter will be provided for the private roads.

Five (5) foot wide concrete sidewalks are shown on both sides of each private road. Mowed trails are planned within the two larger open space areas of the site, with connections to the concrete sidewalks in several locations for walkability throughout the development. Benches are shown along the mowed trails.

F. Utilities

Municipal water and sanitary sewer will be required for this project. The applicant will need to work with the Township and Livingston County regarding public water and sanitary sewer. They will also need to work with the Hartland Township Department of Public Works (DPW) to acquire the necessary Residential Equivalent Units (REU)'s for this development.

G. Design Details

A Pattern Book with specific design details was not submitted with the Concept Plan. For a project such as this, additional design details could include information on price points, streetlights (if proposed), entry feature, common space amenities, etc.

Minimum design details are outlined in Section 3.1.18.c. and include minimum yard requirements and distance between buildings.

H. Open Space

Section 3.1.18.C requires a Planned Development to include open space; at a minimum that open space should meet the requirements of the site's previous zoning district. Historically in other residential Planned Developments, such as Walnut Ridge Estates and Fiddler Grove, the following formula was applied: a minimum of 25% (of total area of site) should be provided as open space, and of that 25%, 10% must be usable open space.

The Concept Plan labels seven (7) open space areas, with the size of each area stated. The total open space is approximately 15.93 acres equating to 40.85% of the site. A series of mowed trails are proposed within the open space areas, adjacent to wetland areas, with benches along the trails, as noted above. The Preliminary PD plans should clearly identify areas counted as open space and usable open space, using different graphics. Section 3.15 states "open common open space shall be planned, developed, and maintained for appropriate recreational and other open space uses for the anticipated occupants of the housing."

I. Landscaping

A preliminary landscape plan is provided and shows street trees and a landscape berm along the frontage of Highland Road. The berm is planted with a variety of conifer trees, with the intent of providing a year-round buffer between the houses and Highland Road. The width of the berm is not stated. It should be noted that the required height for a conifer tree is eight (8) feet at the time of planting. The required size for a canopy tree (street tree) is a three (3) inch caliper tree at the time of planting. The landscape plan in the Concept Plan set does not meet those standards but should be addressed on the Preliminary PD plans.

Some type of screening should be provided on the commercial site along the east and south lot lines, as a buffer between the commercial site and residential uses. The buffer should be shown on the Preliminary PD plans.

The Preliminary PD will be reviewed for compliance with the landscaping/screening requirements of a Planned Development, including screening/buffering from lower-density residential properties adjacent to the proposed development.

J. Exterior Lighting

A lighting plan was provided which shows the streetlight locations and style of streetlight. The pole height is stated as twelve (12) feet, excluding the light fixture.

Recognizable Benefits

One of the eligibility criteria for a Planned Development is that it "shall result in a recognizable and substantial benefit to the ultimate users of the project and to the community and shall result in a higher quality of development than could be achieved under conventional zoning." It is not clear based on the Concept Plan whether the proposed development satisfies these criteria. It will be ultimately up to the applicant, Planning Commission, and Township Board to come to an agreement on the extent to which a recognizable benefit shall be provided for the proposed development.

Hartland Township DPW Review

Comments were not provided.

Hartland Township Engineer's Review (Spaulding DeDecker)

Comments from the Township Engineer (SDA) are provided in the letter dated March 8, 2023.

Hartland Deerfield Fire Authority Review

The Hartland Deerfield Fire Authority has provided comments in outlined in the review letter dated March 2, 2023.

Recommendation

No formal action shall be taken by the Planning Commission or the Township Board as part of a Planned Development Concept Plan review. The Planning Commission should provide comments to the applicant about the proposed Highland Reserve PD Concept Plan and whether it is indicative of a plan that can and will meet the intent, design standards, and eligibility criteria of the Planned Development process.

The Preliminary PD will include significantly more detail with respect to design and engineering, landscaping, lighting, traffic impacts, wetland determinations, common space features, etc. It would be in the Applicant's best interest to provide a summary of design details (entryway feature, landscaping, amenities, common area features, etc.) as part of the Preliminary PD submittal.

Attachments:

1. Hartland Township Engineer (SDA) review letter dated 03.08.2023 – PDF version
2. Hartland Deerfield Fire Authority email, dated 03.02.2023 – PDF version
3. Project Narrative dated 02.27.2023 – PDF version
4. Typical Housing Styles – PDF version
5. Concept PD Plans dated 02.27.2023 – PDF version

CC:

Spaulding DeDecker, Twp Engineer (via email)

Mike Luce, Twp DPW Director (via email)

A. Carroll, Hartland FD Fire Chief (via email)

T:\PLANNING DEPARTMENT\PLANNING COMMISSION\2023 Planning Commission Activity\Site Plan Applications\SP PD #23-003 Concept PD Plan\Staff reports\Planning Commission\SP PD #23-003 Concept Plan Staff report TB 03.28.2023.docx

March 8, 2023

Mr. Troy Langer
Planning Director
Hartland Township
2655 Clark Road
Hartland, Michigan 48353

**Re: Concept Review for Highland Reserve
SD Job #HL22127**

Dear Mr. Langer:

We have reviewed the conceptual site plan for the above referenced project prepared by Diffin Engineering & Surveying, dated February 24, 2023. We offer the following comments to assist with the project:

A. General

The subject site is at 12685 Highland Road (M-59) east of US-23 on the south side of Highland Road. The site is approximately 39.05 acres with Parcel ID 4708-26-200-002. The plans show the construction of a Planned Development (PD) clustered residential site with 35 rental units and 65 condo units. The project is proposed to be constructed in 3 phases. The 37.14-acre site is proposed to be split from the 39.05 overall parcel area. Approximately 1.913 of the original 39.05-acre parcel is shown as a proposed commercial development by others northwest of the proposed planned development. A buffer may be needed between commercial and residential zoning.

B. Water Main

The plans show that there is an existing 14-inch diameter water main that crosses Highland Road and dead ends at the northwest side of the commercial split parcel near the intersection of Hartland Glen Lane and Cundy Road.

Township records indicate a 12-inch diameter water main connected to existing 14-inch water main at the intersection of Hartland Glen Lane and Cundy Road serving and looping around the proposed Redwood apartments (currently under construction) and dead ends near the southwest corner parcel of the proposed site.

There is a proposed 8-inch diameter water main connecting near the proposed entrance of Abernethy Street at GV-5, looping around the proposed units and connecting near the southwest corner parcel of the proposed site at GV-20. The proposed water main will need to be accompanied by a 20-foot easement. An EGLE permit for construction will be required for the proposed public watermain.

C. Sanitary Sewer

The township records indicate a 10” sanitary sewer and 6” forcemain along Hartland Glen Lane inside a 20-foot sanitary sewer easement, proposed sewer utilities are currently under construction for redwood apartments. There is a proposed 8” sanitary sewer that loops around the proposed site and connects to Manhole B, north of unit 80 at the Redwood Living Apartments near the southwest corner parcel of the proposed site. The proposed sanitary sewer on-site will need to be accompanied by a 20-foot easement and an EGLE permit for construction will be required for the proposed public sanitary sewer.

D. Storm Drainage

The plans include three (3) proposed detention basins and approximately 3.9 acres of wetlands. The storm drainage system will be subject to the Township’s review and approval and a storm drain agreement from the township will be required. Coordination with Livingston County and EGLE will be needed to confirm the outlets into the wetlands as acceptable.

Hartland Township follows the current version of the LCDC Detention design Standards except where modified by the township engineering manual.

E. Site Paving

It is noted that the development plans on having private streets with access drives from Highland Road (M-59) and Hartland Glen Lane. Private roads and driveways shall meet the requirement of Hartland Township’s Zoning Ordinance Article 30.00, unless amended herein. A note on the plan states that all public road requirements will be met which is consistent with the private road ordinance which states that LCRC requirements must be met when serving greater than 25 units.

Permits Required

The following permits may be required and will need to be provided to the Township:

1. Copy of Grading Permit from the LCDC.
2. Copy of LCDC sanitary review confirmation.
3. Copy of Soil Erosion and Sedimentation permit from LCDC.
4. All necessary easements. Easements must be on Hartland Township Standard Easement document and include a sketch. A current title policy for ownership verification shall be provided with all executed easement submittals, if applicable.
5. NPDES Notice of Coverage Documentation (site is larger than 5 acres).
6. MDEGLE Water Supply System Permit for the proposed water main.

7. MDEGLE Part 41 Wastewater Construction Permit for the proposed sanitary sewer system.
8. MDEGLE Permit for all proposed work within the state-regulated wetlands, if applicable.
9. Township Storm Water Agreement (for the stormwater system improvement on the site).
10. Maintenance bond and insurance for the sanitary sewer and water main to be dedicated to the township, if applicable.
11. Genesee County Drain Commissioner's Office IPP Discharge Permit approval.

Please be aware that additional comments may arise with the submittal of additional plans and information.

Concept Review Recommendation

Overall, there are no evident issues with the concept plan from an engineering perspective. Future reviews will provide detailed analysis of the proposed improvements.

The comments are not necessarily conclusive. The site plan and final engineering plans for this development are to be prepared in accordance with the Hartland Township Engineering Design Standards and 2008 Hartland Township Standard Details.

If you have any questions regarding this matter, please contact our office at your convenience.

Sincerely,

SPALDING DEDECKER ASSOCIATES, INC.



Mark Collins, PE

Municipal Project Manager



Luisa Amici

Engineer



HARTLAND DEERFIELD FIRE AUTHORITY
HARTLAND AREA FIRE DEPT.

3205 Hartland Road
Hartland, MI. 48353-1825

Voice: (810) 632-7676
E-Mail: firemarshal@hartlandareafire.com

March 2, 2023

To: Hartland Township Planning Commission
c/o: Planning Department

Re: 12685 Highland Road

This review and the following comments are for the residential development in the area of Hartland Glen Lane and Highland Road, dated 2-24-2023. The development consists of roughly one hundred residential homes of various sizes and a two-acre parcel on the northwest portion of the complex for a future commercial development.

The residential portion of the development is proposed to include five-foot side setbacks (ten feet between homes), however, Hartland Township Ordinance 76 states minimum side setback requirements for High Density Residential is ten feet. One of the critical reasons for ten-foot setbacks is to aid in preventing the spread of fire from one structure to an adjacent structure, especially with radiant heat compromising the adjacent structure with potential flame spread to the combustible materials on the walls, eaves, and fascia. This is a problem the fire service routinely encounters in the manufactured home environment with twice the distance (twenty feet) between homes with the same exterior finishes as proposed.

Most importantly, limiting fire spread reduces the potential for loss of life in adjacent homes. It is our position that if this precedent-setting request to remove a life safety and property conservation ordinance requirement that creates a non-compliant development is considered, it would necessitate reinstating a life safety protective measure that provides an equal or better level of protection, such as: residential sprinklers in accordance with NFPA 13R; 2-hour rated non-combustible exterior walls, eaves, and fascia; or 2-hour rated non-combustible fence extending to the top of the fascia. Should the better level of protection with residential sprinklers be selected, we would support longer hydrant spacing and reduced road widths within the development.

Jon Dehanke
Captain

Highland Reserve Planned Development

Detached Single Family Residential Community

Conceptual Review Project Narrative

February 27, 2023

Project Objective/Overview

The subject property at 12685 Highland Drive (Parcel #08-26-200-002) is approximately 39 acres and is currently zoned CA, Conservation Agriculture. A detached single family residential community, to be called “Highland Reserve”, is proposed under the PD, Planned Development zoning option (Section 3.1.18 of the Hartland Township Zoning Ordinance) with the intent of creating a unique residential neighborhood that provides detached single family residential homes for both sale and lease. The project also proposes preservation of natural features and valuable open space areas, while incorporating a sustainable and healthy walkable neighborhood design that includes concrete sidewalks along both sides of the public streets and natural walking trails through the open space areas. The overall objective of the Highland Reserve project is to provide much needed and quality housing for residents in Hartland Township through a unique development concept. A further description is provided below.

Residential Development Components

The Highland Reserve single family residential community is proposed on 37 acres of the overall 39 acre property. An approximate 2.0 acre parcel in the northwest corner of the property will be retained by the current owner for future commercial development. The northern portion of the Highland Reserve project, adjacent Highland Road/M-59, is proposed to be developed as an exclusive rental community containing 35 detached single family homes. Individual homes and exterior grounds will be professionally managed and maintained by the developer. The remainder of the property will be developed as a site condominium subdivision with a total of 65 detached single family residential units. The overall Highland Reserve neighborhood will consist of 100 detached single family homes on 37 acres with a development density of 2.7 units/per acre.

Minimum lot sizes within the site condominium subdivision will be 7,200 square feet and 60’ wide. Single family homes within the site condominium subdivision will maintain minimum setbacks of 25’ (front), 20’ (rear) and 5’ (side), while single family homes within rental community portion of the project will maintain minimum setbacks of 25’ (front), 20’ (rear) and 10’ (separation between homes). Homes adjacent Highland Drive/M-59 will maintain a minimum 80’ setback.

Detached single family homes throughout the Highland Reserve will consist of a mixture of ranch, two-story and/or bi-level homes with individual floor plans ranging between 1,250-2,080 square feet in size with 3-4 bedrooms, 2-3 bathrooms and an attached two-car garage. Home for retail sale are

anticipated to range in value from the lower \$300s and up, while homes for rent are anticipated to range between \$2,300-\$2,600/month with a minimum 12-month lease. A sample portfolio of homes with color elevations and floor plans depicting homes anticipated to be constructed within the Highland Reserve neighborhood is included with the application package.

Open Space Preservation/Walkability

A total of 15.9 acres (40%) of the overall property is proposed to be preserved in perpetual open space consisting of wetlands, storm water basins, wooded areas, mature tree lines and open fields. Primary locations of open space preservation are concentrated in the southeastern and westcentral portions of the property, with additional perimeter areas of preservation proposed along the eastern and western property lines. Natural mowed walking trails are proposed within the two larger open space areas in the southeastern and westcentral portion of the site with benches strategically located to provide view of these natural areas. The natural mowed walking trails will be connected to the 5' wide concrete sidewalks located along the interior public streets.

Landscaping and Buffering

In addition to preserved open space areas described above, supplemental berming and landscaping will also be installed throughout the development. Natural topographic differences and a supplemental berm with evergreen tree plantings will be utilized along the Highland Road/M-59 frontage to screen/buffer the rear portions of homes abutting Highland Road/M-59. Deciduous street trees will also be installed throughout the community, one street tree per home site, two street trees per corner units. A preliminary landscape plan is included with the Preliminary Plan set.

Access/Public Utilities/Storm Water Management

The Highland Reserve project will be served by public streets with access provided from Highland Road/M-59 (north) and Hartland Glen Lane (west). Preliminary street names of Abernethy Street, Ardmore Avenue, Kirk Wall Court, Carradale Court, Melsetter Street and Lockerbie Lane have been identified and are reference on the Preliminary Plan set. Since the project is bordered by large vacant parcels to the east and south, public street stubs will be constructed to the eastern and southern property lines to allow for future street extensions and neighborhood connectivity. All public streets will be designed and constructed consistent with Livingston County Road Commission requirements.

Homes within the Highland Reserve neighborhood will be served by municipal water and sanitary sewer. Storm water runoff will be collected and conveyed to three detention basins located throughout the property with additional infiltration swales constructed within the rear yards of homes as required by the Livingston County Drain Commission.

Master Deed/Bylaws

The site condominium subdivision portion of the project will be governed by a Master Deed and Bylaws. A Homeowner's Association (HOA) will also be established with the scope of authority that includes architectural review, open space and community maintenance, enforcement of restrictions, and financial management. Each homeowner will pay a modest annual fee for the operation of the HOA. As stated above, the individual homes and exterior grounds associated with the rental portion of the community will be professionally managed and maintained by the developer.

HIGHLAND RESERVE
SINGLE FAMILY RESIDENTIAL NEIGHBORHOOD
SAMPLE PORTFOLIO OF HOMES
2/23/23

The following plans represent a sample set of homes that may be constructed in the Highland Reserve Single Family Residential Neighborhood:

INTEGRITY 1250 - 1252 Square Foot Ranch
INTEGRITY 1610 - 1,607 Square Foot Ranch
INTEGRITY 1810 - 1,822 Square Foot Two-Story
INTEGRITY 2060 - 2,060 Square Foot Bi-Level
INTEGRITY 2080 - 2,062 Square Foot Two-Story

integrity 1250

1,252 SF

2-4 bedrooms

1-2 bathrooms

2-3 car attached garage



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Elevation A1

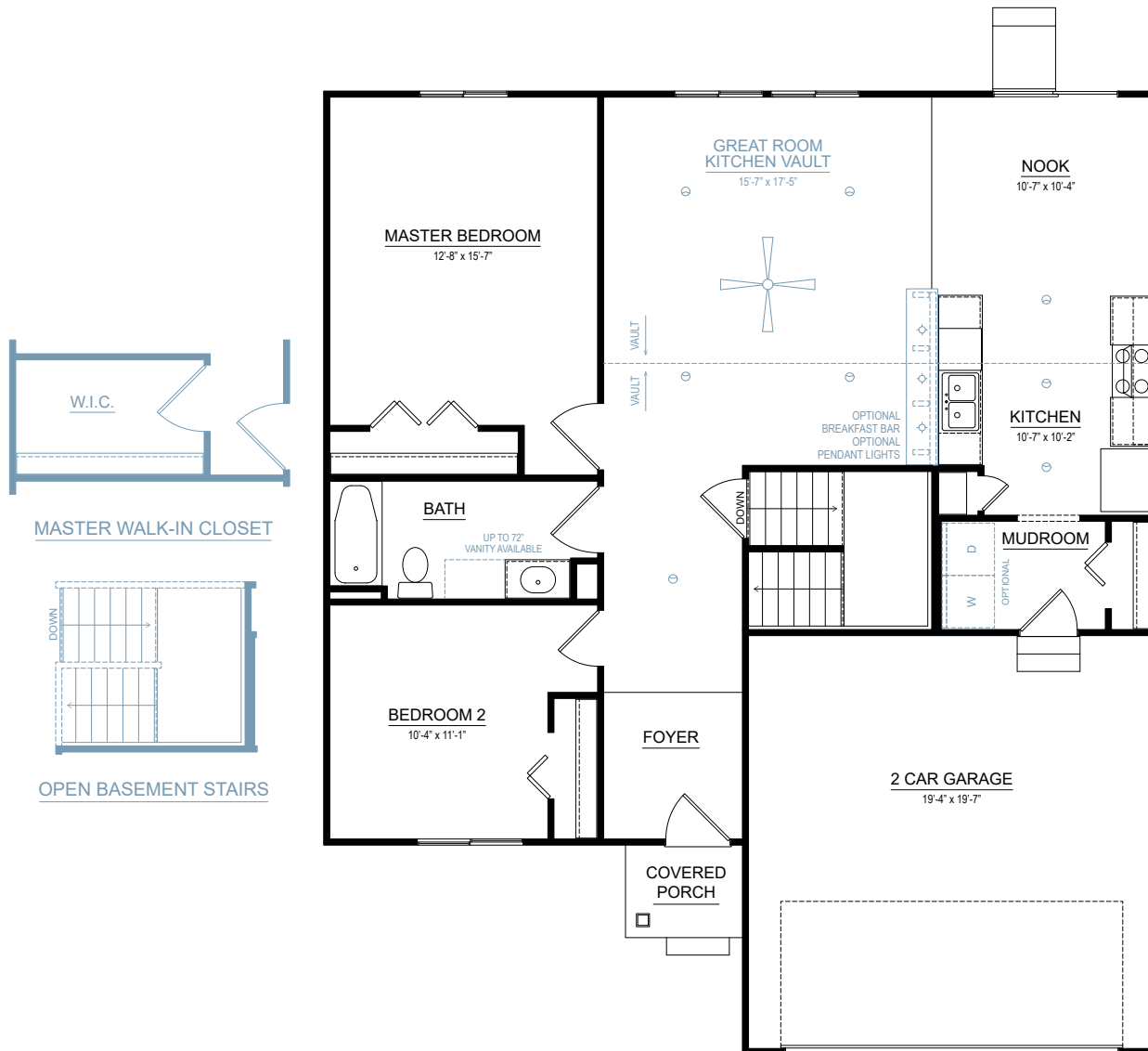


Elevation A2



Elevation A3

Elevation A



FIRST FLOOR

integrity 1610

1,607 SF

3-5 bedrooms

2-3 bathrooms

2-3 car attached garage



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Elevation A1

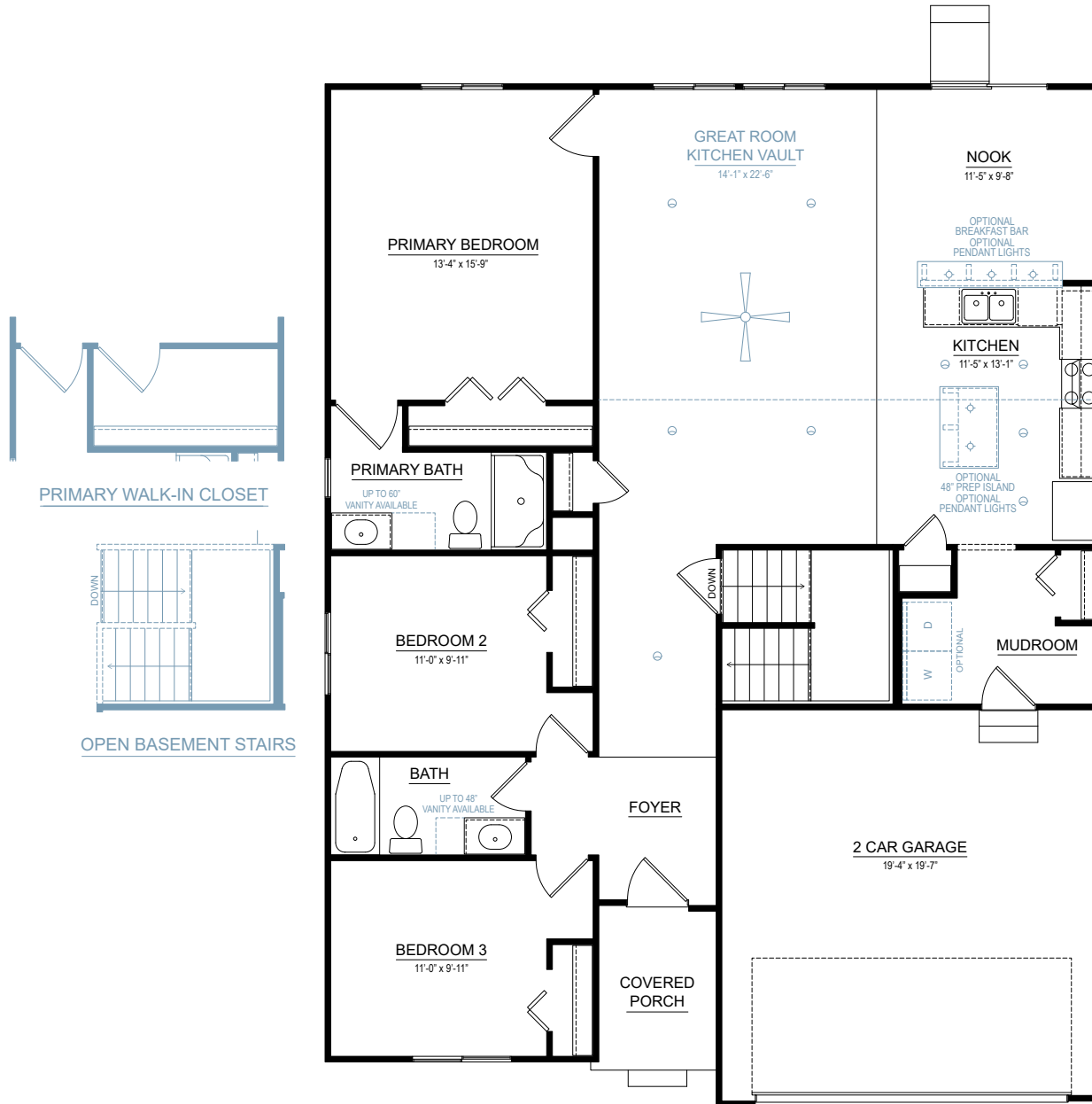


Elevation A2



Elevation A3

Elevation A



FIRST FLOOR

integrity 1810

1,822 SF

4 bedrooms

2.5-3.5 bathrooms

2-3 car attached garage



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Elevation A1

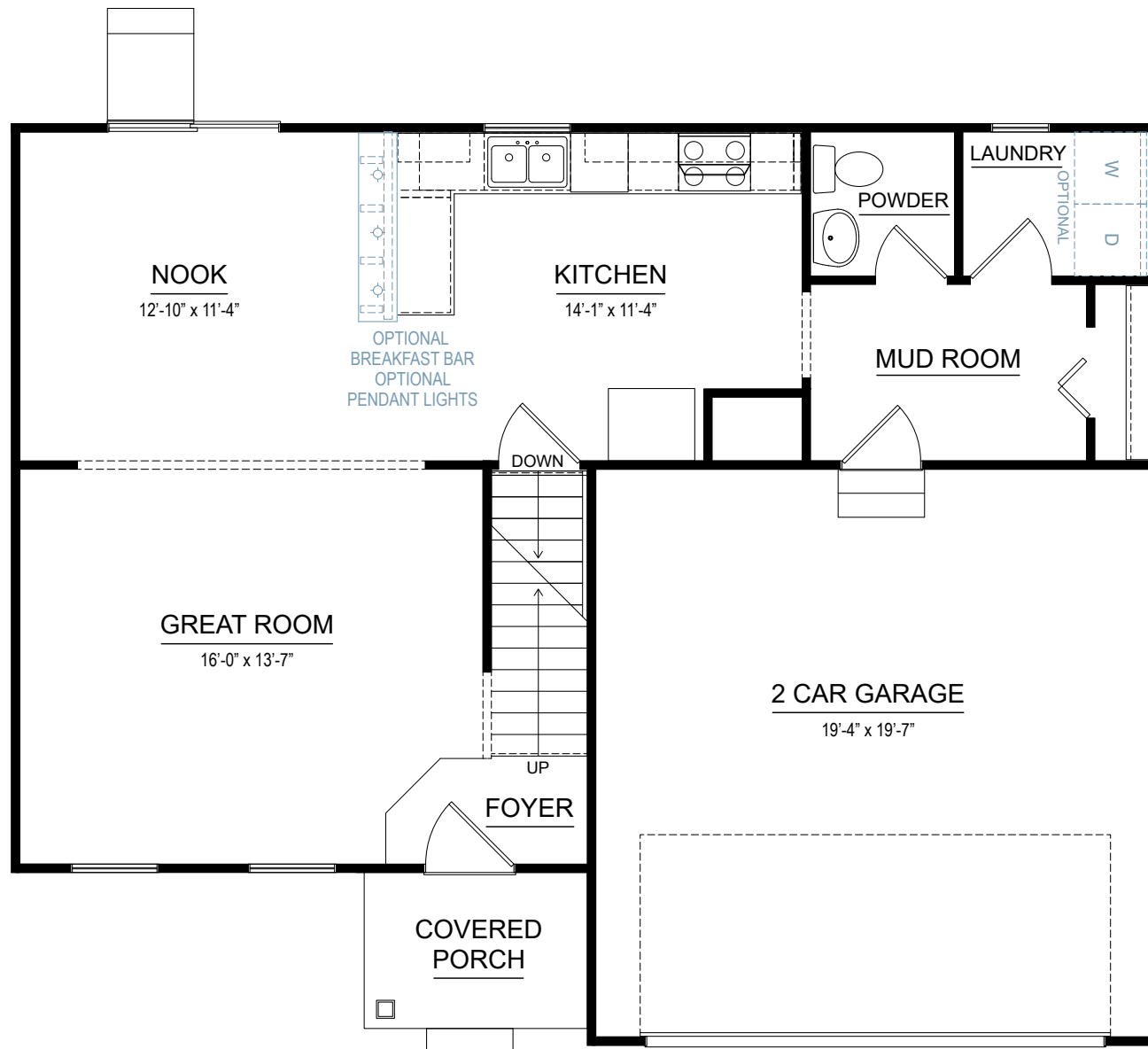


Elevation A2

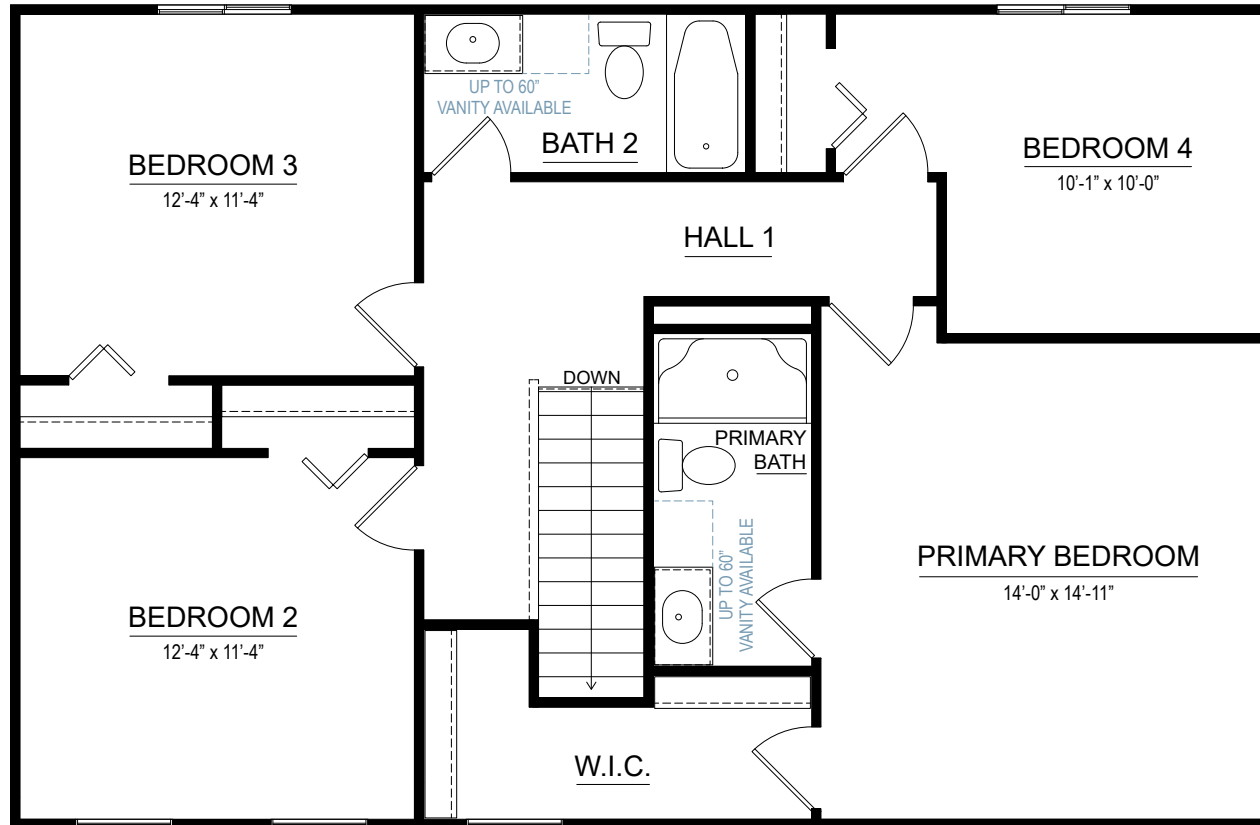


Elevation A3

Elevation A



FIRST FLOOR



SECOND FLOOR

integrity 2060

2,060 SF

3-4 bedrooms

2-2.5 bathrooms

2 car attached garage



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Elevation A1

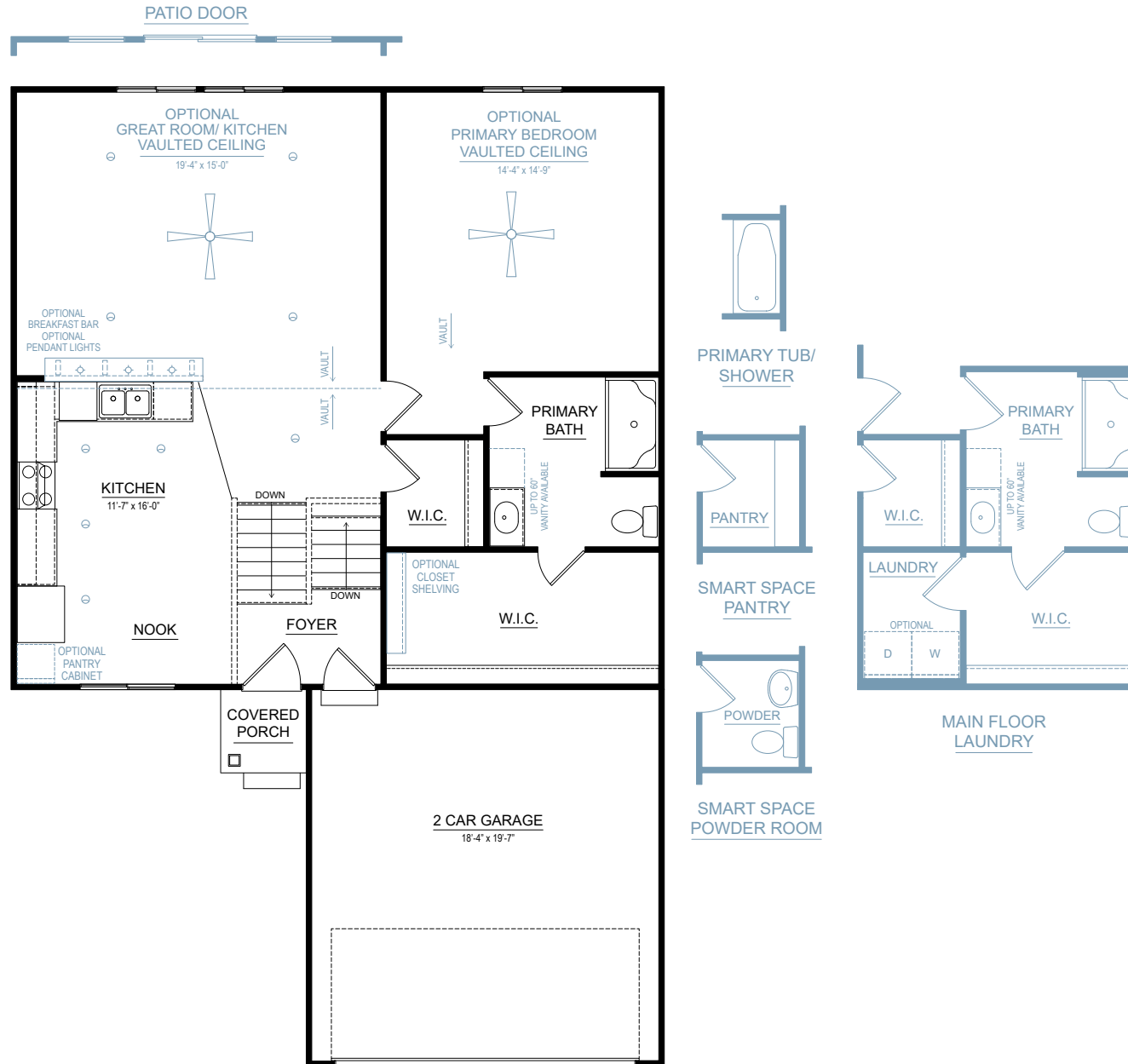


Elevation A2

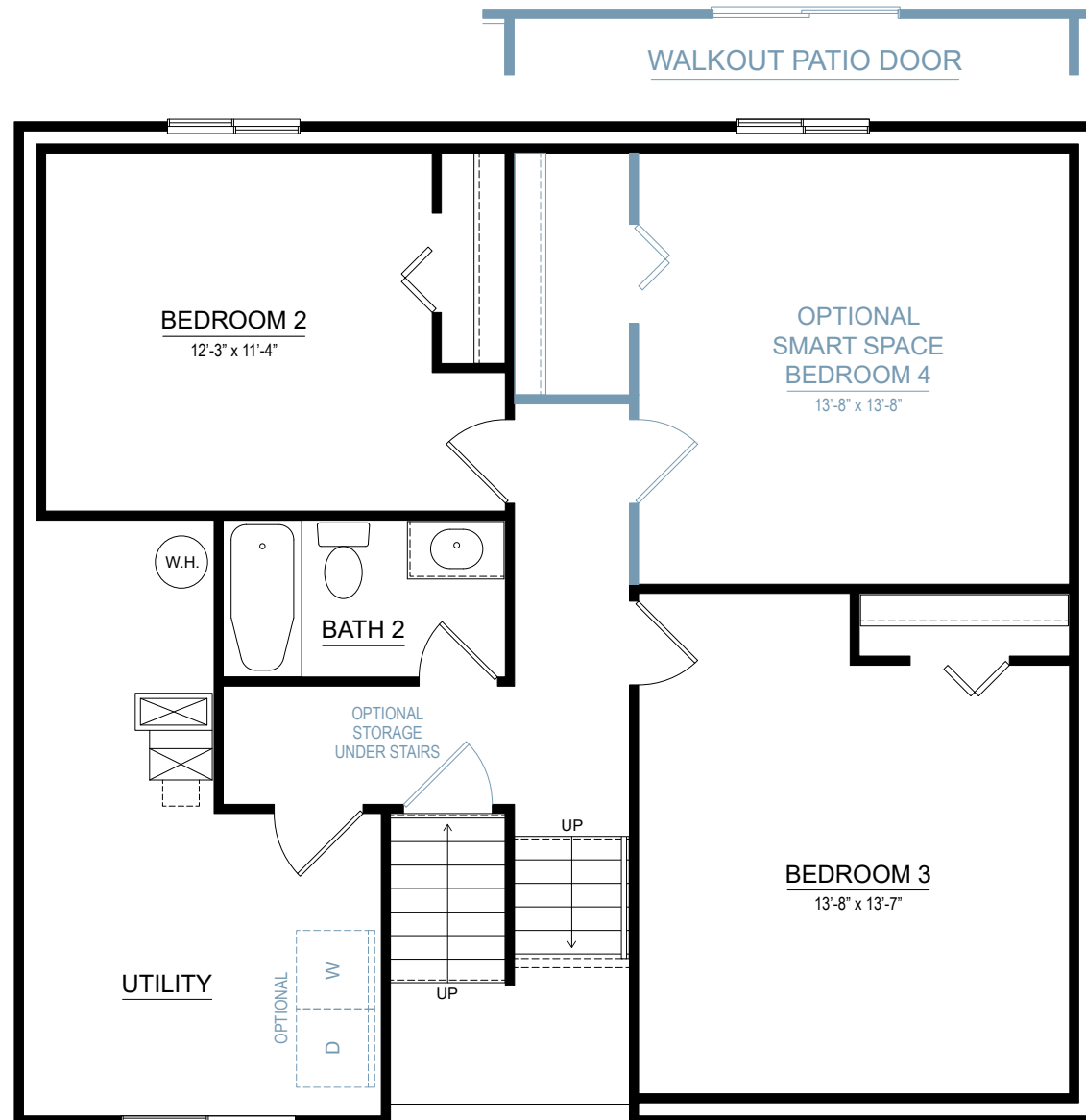


Elevation A3

Elevation A



FIRST FLOOR



LOWER LEVEL

i2080

2,062 SF

4-5 bedrooms

2.5 - 3.5 baths

2 - 3 car attached garage



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A1

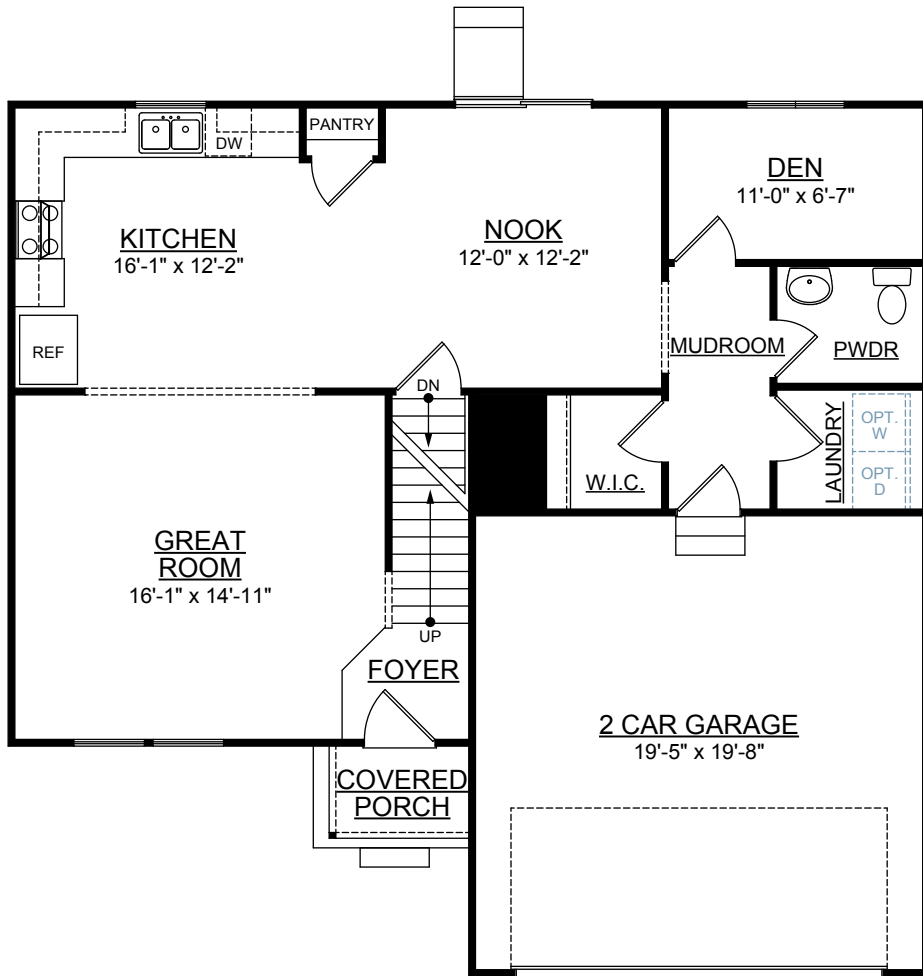


A2

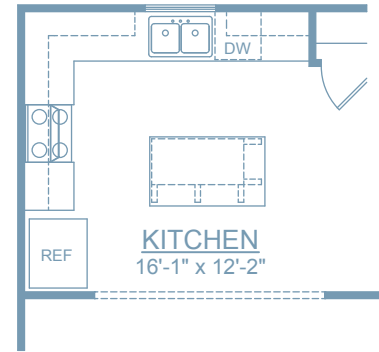


A3

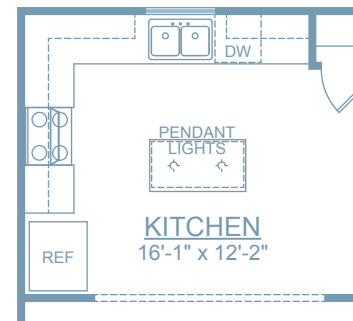
ELEVATION A



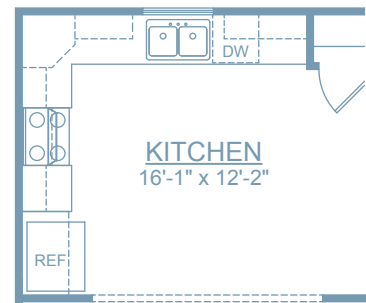
FIRST FLOOR



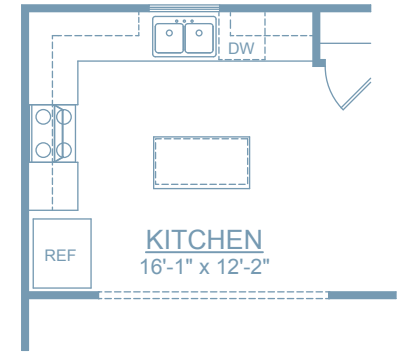
OPT. 48" KITCHEN ISLAND
W/2 EXTENDED SIDES



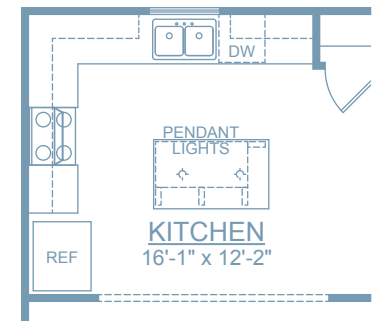
OPT. 2 PENDANT LIGHT
OVER ISLAND



OPT. DESIGNER KITCHEN

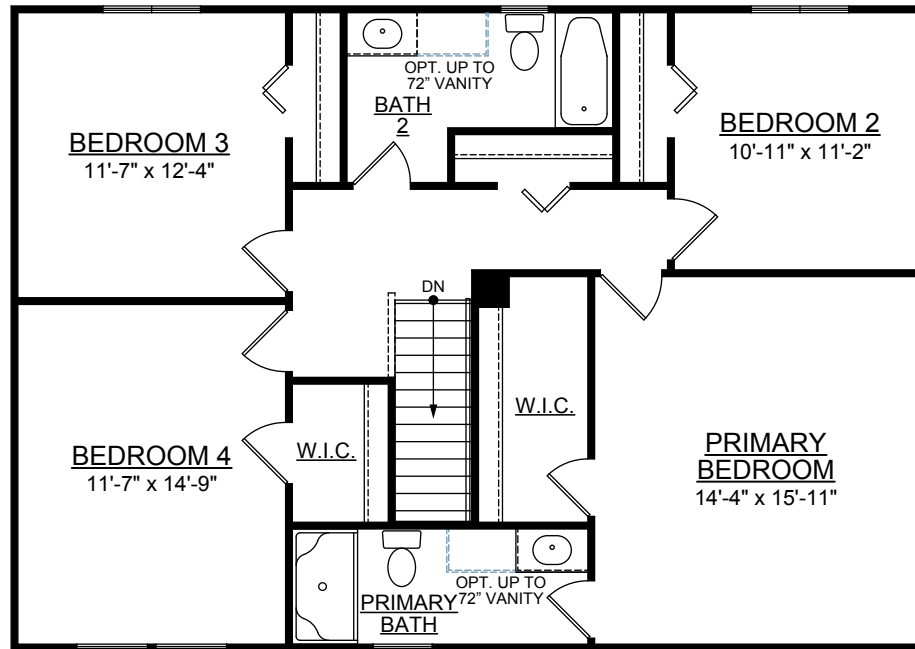


OPT. 48" PREP ISLAND



OPT. 2 PENDANT LIGHT
OVER EXTENDED ISLAND

FIRST FLOOR



SECOND FLOOR

SECOND FLOOR

PRELIMINARY SITE PLAN
HIGHLAND RESERVE
RESIDENTIAL HOUSING DEVELOPMENT
HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN
SECTION 16, TOWN 4 SOUTH, RANGE 10 EAST

CONTACT INFORMATION

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HARTLAND TOWNSHIP
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HARTLAND, MI 48353

HARTLAND TOWNSHIP
MICHAEL LUCE, DIRECTOR PUBLIC WORKS
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2655 CLARK ROAD
HARTLAND, MI 48353

HARTLAND DEERFIELD FIRE AUTHORITY
ADAM CARROLL, CHIEF
PHONE: (810) 632-7498
3205 HARTLAND ROAD
HARTLAND, MI 48353

NOT APPROVED--PERMIT LIST

TWP. PRELIMINARY SITE PLAN \ CLUSTER DEVELOPMENT APPROVAL
TOWNSHIP ZBA (NOT REQUIRED)
TOWNSHIP FINAL ENGINEERING PLAN APPROVAL
M.D.O.T. RIGHT-OF-WAY PERMIT
COUNTY SOIL EROSION PERMIT
EGLE NPDES NOTICE OF COVERAGE
EGLE PART 41 WASTEWATER PERMIT
EGLE ACT 399 WATER SYSTEM PERMIT
EGLE WETLAND PERMIT
TOWNSHIP WOODLAND PERMIT

APPROVED--PERMIT LIST

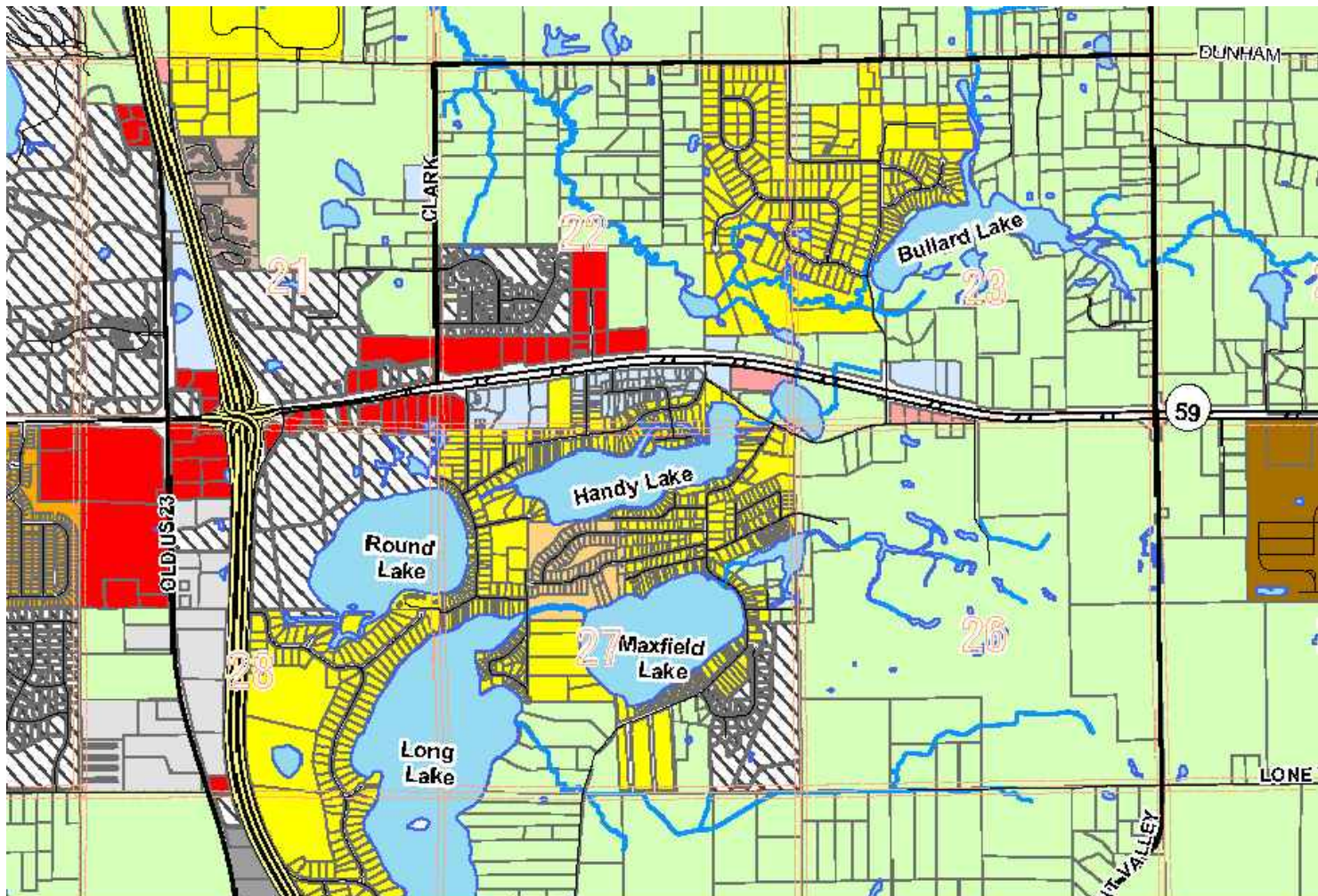
ENGINEER/SURVEYOR
DIFFIN Engineering & Surveying
Matthew A Diffin, P.E.
Principal

24353 Tara Drive
South Lyon, MI 48178
Phone: (248) 943-8244
Fax: (248) 378-2564
E-mail: mdiffin@diffin-eng.com
Web: www.diffin-eng.com

OWNER \ DEVELOPER
CONTACT: MIKE WEST
GREEN DEVELOPMENT VENTURES, LLC
ALLEN EDWIN HOMES
2186 E. CENTRE STREET
PORTAGE, MI 49002
Ph: (269) 365-8548
Email: mwest@allenedwin.com

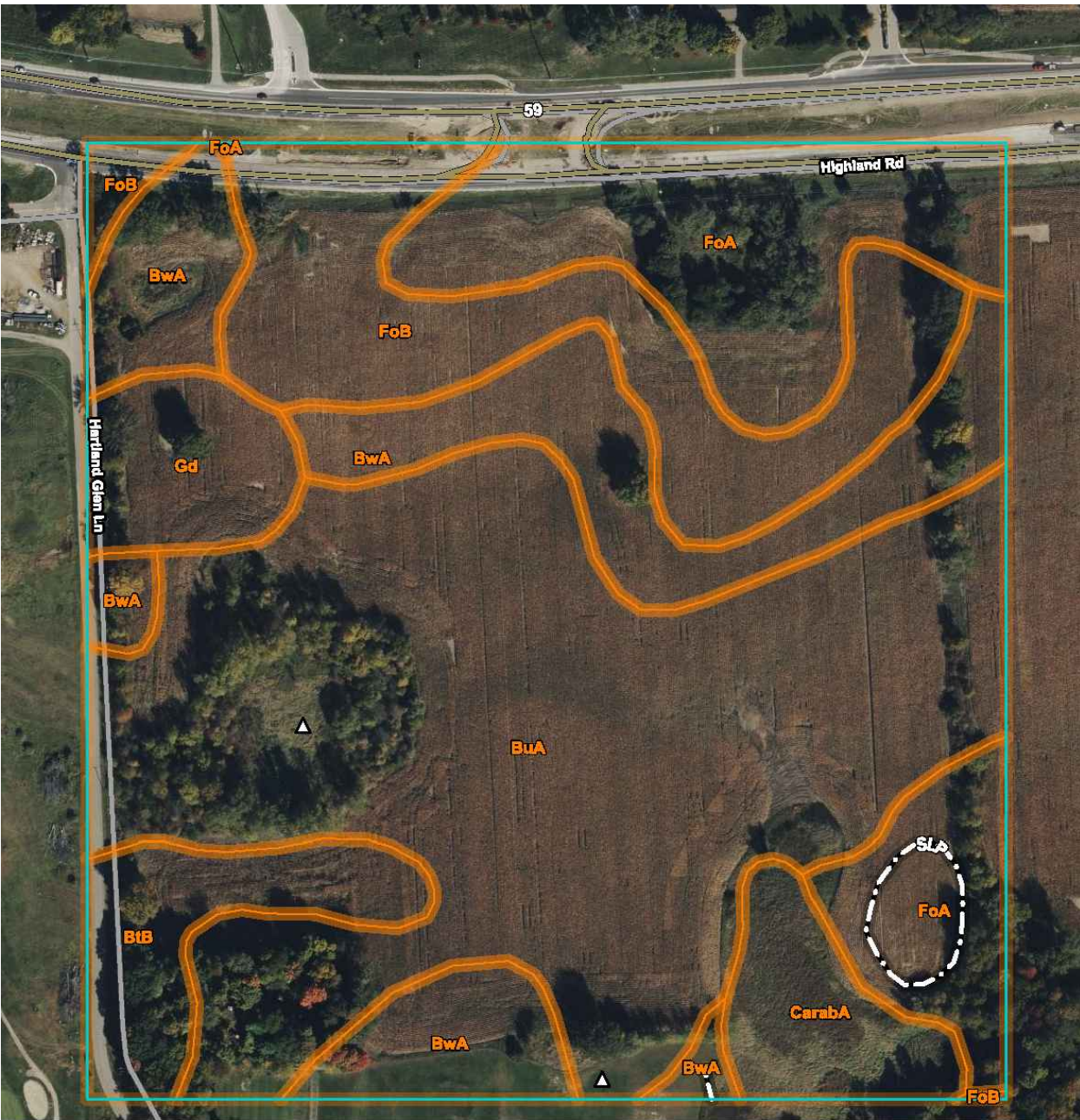


AERIAL MAP
1" = 200'



ZONING MAP
NOT TO SCALE

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BIB	Boyer-Cshemo loamy sands, 2 to 8 percent slopes	2.4	4.9%
BuA	Brady loamy sand, 0 to 2 percent slopes	21.0	42.3%
BwA	Bronson loamy sand, 0 to 2 percent slopes	7.7	15.5%
CarabA	Carlisle muck, 0 to 2 percent slopes	1.9	3.9%
FoA	Fox sandy loam, 0 to 2 percent slopes	7.9	16.0%
FoB	Fox sandy loam, 2 to 6 percent slopes	6.8	13.8%
Gd	Gifford sandy loam, 0 to 2 percent slopes, gravelly subsoil	1.9	3.8%
Totals for Area of Interest		49.7	100.0%

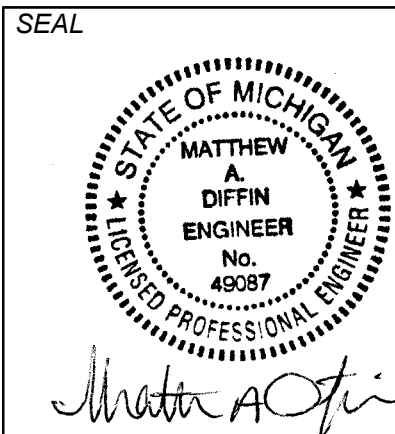


SOILS MAP
NOT TO SCALE

SOILS LEGEND

SHEET INDEX	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	ALTA \ NSPS LAND TITLE SURVEY
3	SITE PLAN
4	SITE GRADING & UTILITY PLAN

CITY \ COUNTY STANDARD DETAILS	
COUNTY STORM SEWER STANDARD DETAILS CITY SANITARY SEWER STANDARD DETAILS CITY WATER MAIN STANDARD DETAILS COUNTY SESC STANDARD DETAILS	



Z:\ALLEN EDWIN HOMES\HIGHLAND RD - HIGHLAND\BASE-SP 2-25-23.DWG

CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

811 Know what's below. Call before you dig.

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Civil Engineering
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Land Surveying
Construction Services

DIFFIN
Engineering & Surveying
24353 Tara Drive
South Lyon, MI 48178
P: 248.943.8244
F: 248.378.2564
www.Diffin-Eng.com

REVISIONS

CLIENT:	ALLEN EDWIN HOMES 2186 E. CENTRE STREET PORTAGE, MICHIGAN 49002
COVER SHEET	HARTLAND RESERVE

These documents are instruments of service in which the engineer or architect has provided professional services. They are not to be used for any other purpose without the written consent of the engineer or architect. The engineer or architect shall not be responsible for any damages, losses and expenses including attorney's fees arising out of or from the use of these documents for any purpose other than that for which they were prepared. The user shall indemnify and hold the engineer or architect harmless from and against all claims, damages, losses and expenses including attorney's fees arising out of or from the use of these documents for any purpose other than that for which they were prepared. The user shall agree upon by User and DES.

SECTION 26	TOWN 3 NORTH, RANGE 6 EAST	HARTLAND TOWNSHIP	INGHAM COUNTY, MICHIGAN
------------	----------------------------	-------------------	-------------------------

DATE: 2-24-23
Drawn By: XX
P.E.: MD

AS SHOWN
Job No.: 230213
Sheet No.: 1



13

LEGEND

————— 979 —————
 ————— 979 —————
 TC 979.0
 TW 979.0
 SW 979.0
 FG 979.0
 V.O. 974.0
 W.O. 970.0

877.42

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

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REDWOOD
APARTMENTS
(UNDER
CONSTRUCTION

DEVELOPER SHALL OBTAIN PUBLIC
WATER AND SEWER EASEMENTS
FOR CONNECTION OF UTILITIES
FROM REDWOOD APARTMENTS
PRIOR TO THE START OF
CONSTRUCTION

CON
GV-
RIM

CON
GV-
RIM

DIFFIN
Engineering & Surveying
24353 Tara Drive
South Lyon, MI 48178
P: 248.943.8244
F: 248.378.2564
www.Diffin-Eng.com

REVISION.

CLIENT: ALLEN EDWIN HOMES
2186 E. CENTRE STREET
PORTAGE, MICHIGAN 49002

GRADING & UTILITY PLAN NO. 3

These documents are instruments of service in respect of the Project and any reuse without written verification or adaptation by Ditrin Engineering & Surveying for the specific purposes intended (DES) for the sole risk and without liability or legal exposure to DES and User shall indemnify and hold harmless DES from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle DES to further compensation at rates to be agreed upon by User and DES.

26

TOWN 3 NORTH, RANGE 6 EAST

HARTLAND TOWNSHIP

LIVINGSTON COUNTY, MICHIGAN

DATE: 2-24-23

Drawn By: XX

P.E.: MD

Job No.: 221215

Sheet No.

4

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert M. West, Township Manager

Subject: Hartland Township Community Project Funding - ARPA

Date: March 28, 2023

Recommended Action

Adopt resolution authorizing distribution of Hartland Township ARPA funds as part of the Community Projects Funding Initiative in the total program amount of \$82,852.00.

Discussion

The Hartland Township Board developed a community project funding initiative for civic organizations within the community. The intent of the program was to infuse Hartland Township's American Rescue Plan Act (ARPA) federal funding into community projects. 11 Applications were received by the Township and have been highlighted in the attachments for reference.

It should be noted the American Legion Post 415 submitted a project application and proposed the Township install benches within the cemeteries. Adoption of the proposed resolution will result in the inclusion of the American Legion Post 415 request, but a formal agreement is not required since the Township will facilitate the project on their behalf.

Manager West is recommending approval of the proposed projects as presented and will facilitate final execution of agreements with the community organizations upon approval of the Township Board.

Financial Impact

Is a Budget Amendment Required? ☒ Yes ☐ No

The Fiscal Year 2024 budget includes \$75,000 in ARPA funds for community projects. A budget amendment in the amount of \$7,852 to 285-703-884.000 will be approved as part of this agenda item.

Attachments

10 proposed agreements

<u>Hartland Community Council</u>			
Holly Cluster	2	\$ 568.00	\$ 1,136.00
Triple Poinsettia	2	\$ 964.00	\$ 1,928.00
Holly Candle	2	\$ 684.00	\$ 1,368.00
Face Plate	6	\$ -	\$ -
Pole Banners	2	\$ 350.00	\$ 700.00
Additional Decorations	12	\$ 250.00	\$ 3,000.00
			\$ 8,132.00

<u>Hartland Rotary</u>			
Holly Cluster	1	\$ 4,500.00	\$ 4,500.00
Mulch	10	\$ 70.00	\$ 700.00
Landscape	1	\$ 1,000.00	\$ 1,000.00
			\$ 6,200.00

<u>Hartland Music Hall</u>			
Seat Removal	1	\$ 350.00	\$ 350.00
Seat repairs and install	1	\$ 500.00	\$ 500.00
Wood Floor refinishing	700	\$ 9.50	\$ 6,650.00
			\$ 7,500.00

<u>Hartland Library</u>			
Digitizing Records	1	\$ 7,303.00	\$ 7,303.00
Searchable feature	1	\$ 750.00	\$ 750.00
			\$ 8,053.00

<u>Hartland Lions Club</u>			
Spot Vision Reader	1	\$ 8,760.00	\$ 8,760.00
Printer Included in PKG	1	\$ -	\$ -
			\$ 8,760.00

<u>Hartland Legion</u>			
Cemetery Benches	6	\$ 1,250.00	\$ 7,500.00
			\$ 7,500.00

<u>Hartland Historical Society</u>			
Digitize Records	1	\$ 6,000.00	\$ 6,000.00
Searchable	1	\$ 1,030.00	\$ 1,030.00
Security	1	\$ 1,000.00	\$ 1,000.00
			\$ 8,030.00

<u>Hartland Senior Center</u>			
Fitness Machine	1	\$ 4,477.00	\$ 4,477.00
			\$ 4,477.00

<u>Hartland Area Project</u>			
Website Development	1	\$ 7,500.00	\$ 7,500.00
Additional Promo Material	1	\$ 1,000.00	\$ 1,000.00
			\$ 8,500.00

<u>Hartland Area Chamber of Commerce</u>			
Park Art	10	\$ 500.00	\$ 5,000.00
Installation	10	\$ 500.00	\$ 5,000.00
			\$ 10,000.00

<u>Hartland Farmers Market</u>			
Promo Bags	600	\$ 9.50	\$ 5,700.00
			\$ 5,700.00

Hartland Township Community			
Project Totals:			\$ 82,852.00

**AMERICAN RESCUE PLAN ACT (ARPA) COMMUNITY PROJECT
FUNDING AGREEMENT BETWEEN THE TOWNSHIP OF HARTLAND
AND **HARTLAND FARMERS MARKET****

THIS AGREEMENT, entered into **this 4th day of April, 2023**, by and between the Township of Hartland, Michigan, a municipal corporation, ("Township"), and **Hartland Farmers Market**, ("Grantee")

WHEREAS, the Township is the recipient of funds from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program as established pursuant to the American Recovery Plan Amendments of 2021 ("ARPA"); and

WHEREAS, the Township desires to use some of these funds on community programs and services that address or mitigate the impacts of COVID-19; and

WHEREAS, under the provisions of the ARPA, the Township is required to report to the U.S. Department of Treasury the use of ARPA funds both by the Township and by any grantee, as specified by the ARPA Program.

NOW, THEREFORE, the parties mutually agree as follows:

SECTION 1: REFERENCES

- A. **"Application"** refers to the Grantee's application to the Township for funding under the SLFRF Program; contained in Attachment A.
- B. **"CFR"** refers to the Code of Federal Regulations.
- C. **"Grantee"** refers to an individual or organization, e.g., civic organization, non-profit, etc that is a beneficiary of a community projects program established by the Township using payments from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program as established pursuant to the American Recovery Plan Amendments of 2021 ("ARPA").
- D. **"Recipient"** refers to the Township of Hartland. **"Resolution"** refers to the resolution dated April 18, 2023, by the Township Board of the Township of Hartland authorizing execution of this Agreement and/or payment of SLFRF funds to the Grantee.
- E. **"Township"** refers to the Township of Hartland.
- F. **"Treasury"** refers to the United States Department of Treasury.

SECTION 2: CONTRACT DOCUMENTS

The contract documents consist of this Agreement, an Application for SLFRF funding contained in Attachment A, Certification of Legal Authority contained in Attachment B, and Certification to Comply with All Applicable Federal Regulations contained in Attachment C.

The information contained in Attachments A, B, and C as stated and incorporated by reference shall be considered fully a part of this Agreement and shall be fully binding upon the Township and the Grantee for purposes of this Agreement.

SECTION 3: AMOUNT AND SOURCES OF FUNDS

A grant of **\$5,700.00 (Dollars)**, from the Township's SLFRF funds is awarded to the Grantee for the capital appropriation subject to the terms and conditions of this Agreement, as more fully described in Attachment A.

In the event that Treasury determines that the Township or Grantee have not fulfilled their obligation under the SLFRF requirements, or the Township determines that the Grantee has not fulfilled its obligation under the SLFRF requirements and/or Treasury or the Township demands reimbursement of expenses paid under this Agreement, the Grantee shall provide said reimbursement from non-federal sources within ten days of said notice. The Grantee further acknowledges that this Agreement is necessary to comply with the requirements of SLFRF Program, which is the source of funds provided under this Agreement; and agrees that it will comply with, and will require all subcontractors, subgrantees and assigns to comply with all terms and conditions of SLFRF and this Agreement, as they may be amended from time to time. It shall be the Grantee's responsibility to ensure that it has the latest version of all applicable laws and regulations in its possession so as to be able to comply with their provisions.

SECTION 4: SCOPE OF SERVICES

Grantee will provide those activities described in Attachment A. The Grantee further agrees to the audit requirements in Section 5 of this Agreement.

SECTION 5: ADMINISTRATIVE REQUIREMENTS

A. EXPENDITURE OF FUNDS

The Grantee will expend funds in strict accordance with the purposes described in the application contained in Attachment A, and in strict accordance with the provisions of the SLFRF Program, as amended. The Grantee agrees to utilize the federal funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. COMPLIANCE WITH ALL APPLICABLE FEDERAL REGULATIONS

The Grantee agrees to comply with all provisions of the SLFRF Program, as amended, and all federal regulations and policies issued pursuant to these regulations. All applicable regulations whether stated herein or incorporated by reference, are hereby made wholly a part of this Agreement, and shall be binding on the Grantee.

C. FINANCIAL MANAGEMENT

1. The Grantee agrees to comply with SLFRF requirements and agrees to adhere to the accounting principles and procedures required therein. The Grantee further agrees to utilize adequate internal controls and maintain necessary source documentation for all costs incurred.
2. The Grantee shall administer its program in conformance with SLFRF requirements for all costs incurred whether charged on a direct or indirect basis.

D. PROCUREMENT PROCEDURE

1. In the procurement of materials, supplies and services necessary to perform the scope of services under this Agreement, the Grantee shall, insofar as practical, seek price quotations from at least three providers. Award shall be made to the provider offering the lowest acceptable quotation. The Grantee shall duly record the date and amount of such quotations and retain these records in its files.
2. The Grantee shall maintain an inventory of all non-expendable personal property as defined in Section 5F of this Agreement.

E. PROGRAM PROPERTY

1. Title to all equipment acquired with funds made available through this Agreement shall remain vested in the Grantee.
2. The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved, or sold using funds received under this Agreement, if applicable.

F. DOCUMENTATION AND RECORDKEEPING

1. The Grantee will collect and have on file records which demonstrate that the Grantee has complied with all regulations, laws, and requirements governing the use of SLFRF funds. The Grantee shall maintain all records required by the SLFRF Program and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken with SLFRF funds;
 - b. Records demonstrating that each activity undertaken meets one of the Objectives of the SLFRF Program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with SLFRF assistance (if applicable);
 - e. Records that demonstrate that each project meets the property standards;
 - f. Records that demonstrate compliance with the requirements of the SLFRF Program;
 - g. Financial records as required by SLFRF Program; and
 - h. Other records necessary to document compliance with the SLFRF Program.
2. The Grantee shall maintain records that adequately identify the source and application of SLFRF funds received under this Agreement. These records shall contain information pertaining to fund obligations, unobligated balances, assets, liabilities, outlays, and income, if any.
3. The Grantee will comply with any additional documentation requirements or subsequent agreements between the Township and the U.S. Department of Treasury for the conduct of activities under the SLFRF Investment Partnership Program.

G. ACCESS TO RECORDS

1. The Grantee will make available files and records of activities related to this Agreement to representatives of the Township and its designees, the Township's Independent Auditor, and officials of the U. S. Department of Treasury.
2. The Township, the Federal grantor agency, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee which are directly pertinent to this specific Agreement, for the purpose of making audit, examination, excerpts and transcriptions.

H. RECORDS RETENTION

1. The Grantee shall retain all records pertaining to this Agreement, including but not limited to financial, statistical, property and programmatic records, for a period of five (5) years after the Agreement expires or is terminated. All records, however, that are subject to audit findings shall be retained for three (3) years in the manner prescribed above or until an ongoing audit is completed

and all issues raised by the audit are resolved, whichever is later. Records for non-expendable property acquired with funds under this contract shall be retained for three (3) years after final disposition of such property.

2. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by federal, state or local law. These records must also be made available to Treasury and/or representatives of the Comptroller General of the United States for audit, inspection or copying purposes during normal business hours as defined in Section 5I of this agreement.

I. AUDIT REQUIREMENTS

1. The Grantee shall, at its own expense, obtain and submit to the Township within three (3) months of the end of the Grantee's fiscal year an annual audit to assure proper accounting for the expenditure of SLFRF funds provided by the Township.
2. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the Township banning the Grantee from future participation in SLFRF programs.

J. NONPROFIT 501(c)(3) STATUS

1. The Grantee shall be a bona fide private nonprofit corporation, registered with the State of Michigan Secretary of State, which meets the qualifications established in Section 501(c) of the Internal Revenue Code of 1988 and is exempt from taxation under Subtitle A of the Internal Revenue Code.

K. IDENTIFICATION OF BOARD OF DIRECTORS

1. The Grantee shall file with the Township Clerk a current listing of its officers and directors (trustees), including the addresses of such persons.

SECTION 6: DISBURSEMENT OF FUNDS

- A. All SLFRF funds will be made in a single payment to Grantee.
- B. When the administrative requirements of this Agreement are met by the Grantee, payments will be made.
- C. The Grantee shall at all times maintain close communication with the Township with respect to Grantee's disbursements to insure all disbursements are eligible expenditures under the terms and conditions of this Agreement.

SECTION 7: PERMITS, LICENSES, CODES AND INSPECTIONS

- A. The Grantee shall comply with all applicable laws, ordinances, and codes of the local, state, and federal government. This shall include giving appropriate notice as required by the Township and obtaining, at the Grantee's own expense, all permits required for the performance of the services covered by this Agreement.
- B. Any and all property improvements performed under this Agreement must be inspected by Township staff.

SECTION 8: SUBCONTRACTS

- A. The Grantee shall insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Township along with documentation of the selection process upon request.
- B. The Grantee shall include all of the provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.
- C. The Grantee shall be as fully responsible to the Township for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by the subcontractors, as the Grantee is

for the acts and omissions of persons directly employed by the Grantee.

- D. Nothing contained in this Agreement shall create any contractual relationship between the Township and any subcontractor.
- E. The Grantee will monitor all subcontracted services on a regular basis to assure contract compliance. The Grantee shall communicate any deficiencies in subcontractor activities in writing to the subcontractor and the Township. Corrective action for any noted areas of subcontractor deficiency shall occur within thirty (30) days of the written notice unless a waiver is approved in writing by the Township. Actions taken to correct subcontractor deficiencies must be documented in program files.

SECTION 9: CITIZEN PARTICIPATION REQUIREMENTS

The Grantee shall encourage citizens to submit views and proposals regarding the planning, implementation, and evaluation of the Grantee's program.

SECTION 10: CIVIL RIGHTS PROVISIONS

A. Nondiscrimination in the Provision of Services

The Grantee agrees that no person shall, on the grounds of race, religion, color, national origin, sex, age, handicapped condition, ancestry, family status or veterans status be excluded from participation in, be denied the benefit of, or be subjected to, discrimination in its program or any aspects of this Agreement. The Grantee shall comply with all existing Federal, State, and local laws, rules and regulations regarding equal opportunity and nondiscrimination, affirmative action procedures, fair housing, and laws, rules and regulations regarding the prescribed use of SLFRF funds. These laws, rules, and regulations include, but are not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended,
2. Title VIII of the Civil Rights Act of 1968, as amended,
3. Section 109 of Title I of the Housing and Community Development Act of 1974,
4. Section 504 of the Rehabilitation Act of 1973,
5. The Americans with Disabilities Act of 1990, and
6. The Age Discrimination Act of 1975.

B. Nondiscrimination in Employment

The Grantee agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicapped condition, national origin, ancestry, veteran's status, or family status. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, handicapped condition, national origin, ancestry, veteran's status, or family status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

C. Documentation

The Grantee shall maintain sufficient program and fiscal records to document that, under all aspects of this Agreement, the Grantee has acted in a manner which is in full compliance with the provisions of this Section where such provisions are applicable to this project. Such records shall at all times remain open to inspection by the Township, Treasury, or the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with the provisions of this Section.

SECTION 11: AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT PROVISIONS

A. Affirmative Action Plan

The Grantee shall, prior to receiving funds under this Agreement, have either an Affirmative Action Program that is currently certified by the Township, or have executed a Letter of Agreement obligating said Grantee to complete a certified Affirmative Action Plan within the time specified by such Letter of Agreement.

B. Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Firms

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken by the Grantee to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include, but not be limited to, the following:
 - a. Including qualified small and minority businesses on solicitation lists.
 - b. Assuring that small and minority businesses are solicited whenever they are potential sources.
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses.
 - e. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1d above.
2. The Grantee shall take similar, appropriate affirmative action in support of women's business enterprises.
3. Grantee is encouraged to procure goods and services from labor surplus areas.

C. EEO/AA Statement

The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Beneficiary, state that it is an Equal Opportunity or Affirmative Action employer.

D. Notification

1. The Grantee agrees to post in conspicuous places, available to employees, and applicants for employment or training, notices to be provided by the Township setting forth the provisions of this Section.
2. The Grantee will send to each labor union or representation of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Township advising the said labor union or workers' representatives of the Grantee's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

F. Subcontract Provisions

The Grantee will include the Civil Rights Provisions and Affirmative Action and Equal Opportunity Provisions in every subcontract or purchase order under this Agreement, either specifically or by reference so that such provisions will be binding upon each subcontractor or vendor.

SECTION 12: SOLE SOURCE OF FUNDS

The sole source of funding from the Township for payment of services performed under this Agreement is the SLFRF provided to the Township by Treasury. The Grantee agrees that in the event that the SLFRF is reduced or withheld by Treasury, the Township shall not be liable for payment from Township funds other than the SLFRF Program, and the Grantee further agrees the maximum sum payable under this Agreement may be reduced by the Township.

The Grantee expressly understands and agrees that all rights, demands and claims to compensation arising under this Agreement shall be conditioned and contingent upon receipt of such funds by the Township. In the event that such funds are not received by the Township for any reason, the Grantee expressly agrees and covenants to hold and save harmless the Township or its agents or employees from any costs, expenses, liabilities, or obligations arising from the claims of any person or persons for any cost they have incurred or claim to have incurred by reason of subcontract or sub-agreement with the Grantee.

SECTION 13: TOWNSHIP OBLIGATIONS AND LIMITATIONS

It is expressly understood by the Grantee that the Township's total commitment to activities covered in this Agreement is not to exceed **Five Thousand Seven Hundred dollars (\$5,700.00)**, and that the Township has no obligation to complete the activities proposed in Attachment A or to provide any additional funding or services from any source for said activities.

SECTION 14: INDEMNITY AND HOLD HARMLESS PROVISIONS

- A. The Township and Grantee acknowledge that the Beneficiary is an independent contractor in all of the Grantee activities and that in the course of such activities, at no time do the Grantee, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of Grantee become the agents of the Township for any purpose, and at no time shall the Township become liable in any manner whatever for any of the actions or activities of the Grantee, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Grantee.

In the event any person shall undertake to hold the Township liable for any conduct or activities of the Grantee, its officers, directors (trustees), members, employees, volunteers, or other person acting on behalf of the Grantee, the Grantee expressly agrees to hold the Township harmless of and from any such liability.

- B. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Township and the Grantee. The Township shall be exempt from payment of all employee benefits including Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance on behalf of the Grantee. If any portion of the Grantee's SLFRF allocation under this Agreement is used to pay employee benefit costs, the Grantee is still wholly responsible for payment of these costs and settlement of any claims resulting from its actions.

SECTION 15: CONTRACT DURATION AND TERMINATION PROVISION

- A. This Agreement shall become effective **April 18, 2023**.
- B. The Scope of Services, as stated in Section 4 of this Agreement must be completed within twelve (12) consecutive months of the effective date of this Agreement unless an extension is approved in writing by the Township. The Grantee may request an extension of the grant period in writing from the Township Manager.
- C. This Agreement may be terminated by the Township for failure to comply with the terms of the Agreement upon fifteen (15) days written notice to the Grantee.
- D. The Grantee's obligation to the Township shall not end until all close-out requirements are completed. Close-out activities shall include, but not be limited to, making final payments, and determining the custodianship of records.
- G. If a contract is terminated, canceled or suspended according to the provisions of this Section, the Grantee shall have no claims for damages against the Township on account of cancellation or suspension or declaration of ineligibility.

SECTION 16: REVERSION OF ASSETS

The Grantee shall also ensure that in the event that any real or personal property purchased under this Agreement is sold within one year after execution of this Agreement, any income from the sale shall be returned to the Township within ten (10) days of sale. In the event that the balance of funds held in the Grantee's SLFRF Account is not sufficient to repay SLFRF funds received by Grantee, the Grantee must provide a written explanation to the Township at least twenty (20) working days prior to closing of a transaction.

SECTION 17: MODIFICATION AND RENEGOTIATION

- A. This Agreement will be subject to modification and/or renegotiation to conform with any changes caused by amendments or revisions in Federal laws and regulations. This Agreement may also be modified to reflect changes in funding amounts or other grant conditions related to the use of SLFRF funds.
- B. The Township or the Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Township Board and the Grantee's Board of Directors. Such amendments shall not invalidate this Agreement, nor relieve or release the Township or the Grantee from its obligations under this Agreement.

SECTION 18: CONFLICT OF INTEREST

A. Compliance

The Grantee agrees to abide by federal, state and local provisions with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Grantee further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Grantee hereunder.

No person(s) who exercise or have exercised any functions or responsibilities with respect to activities assisted with SLFRF funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

B. Persons Covered by this Policy

Persons covered by these conflict of interest provisions include:

- 1. All employees of the Grantee and their families, including spouses, minor children and other relatives who are residents of their household.
- 2. All members of the Grantee's Board of Directors, and their families, including spouses, minor children and other relatives who are residents of their households.
- 3. All agents, officers, consultants, elected or appointed officials, or any persons who exercise any functions or responsibilities with respect to the activities assisted under this Agreement or who are in a position to participate in a decision-making process affecting the activities covered under this Agreement.

C. Conflicts Prohibited

- 1. Except for approved eligible administrative or personnel costs, no persons covered under this Section may gain a financial interest or benefit from the activities covered under this Agreement, or have an interest in or share in the proceeds of any subcontract thereunder.

2. No person covered by this Section shall participate in selection of a vendor, contractor, or firm to be compensated under this Agreement if he/she, members of his/her immediate family, his/her partners or business affiliates, or an organization which employs or is about to employ any of the above have a financial or other interest in the selected firm, vendor, or contractor.
3. Persons covered by this Section shall neither solicit nor accept gratuities, favors or anything of monetary value from actual or potential contractors, firms, or vendors. The only exceptions shall be:
 - a. Acceptance of food or refreshment of nominal value on infrequent occasions in the ordinary course of a luncheon or dinner meeting or other meeting, or in the normal course of such covered person's assigned duties when such covered person is properly in attendance;
 - b. Acceptance of a loan from a bank or other financial institution on customary terms to finance usual activities of such covered person;
 - c. Acceptance of unsolicited advertising or promotional materials, such as pens, pencils, calendars, or other items of nominal value.

D. Exceptions

1. In some cases, an exception to the prohibition described in paragraph C, above, may serve to further the purposes of the SLFRF Program and the effective and efficient administration of this Agreement. A waiver of the Conflict of Interest provisions may be granted only by the Township. The Grantee shall submit a written request for such a waiver to the Township Manager.
2. Requests for waivers shall include the following information:
 - a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made:
 - b. A description of factors that warrant an exception from the Conflict of Interest Policy. Such factors should include:
 - (1) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
 - (2) Whether the interest or benefit was present before the affected person was in a position to participate in the decision-making process or gain inside information with regard to activities, or to obtain a personal or financial interest or benefit from the activity, or to exercise any function or responsibility in regard to the activity in question;
 - (3) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - (4) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available; and
 - (5) Any other relevant considerations.

SECTION 19: COPYRIGHTS AND PATENTS

If this Agreement results in a book or other copyrightable materials or patentable materials, the Grantee may copyright or patent such, but the Township and the United States Government reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use such materials and to authorize others to do so.

SECTION 20: NOTIFICATION

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been served as of the postmark appearing upon the envelope if sent by the United States mail, at the address listed below, or upon the actual date of delivery if hand delivered to the address listed below. Either party may change the below listed address at which one receives written notices by so notifying the other party hereto in writing.

ADDRESS OF TOWNSHIP

Robert M. West
Hartland Township
2655 Clark Rd
Hartland, MI 48353

ADDRESS OF GRANTEE

Julie Bessette
Hartland Farmers Market
10400 Highland Road
Hartland, MI 48353

SECTION 21: OTHER FEDERAL, STATE, AND LOCALLY MANDATED PROVISIONS

A. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

1. No elected federal, state or local official shall be admitted to any share or part of this Agreement or to any benefit to arise from the same greater than all other private citizens.
2. No officer, employee, or member of the governing body of the Township who exercises any function or responsibilities in connection with the carrying out of the project to which this contract pertains shall have any private interest, direct or indirect, in this contract.

B. DRUG-FREE WORK PLACE PROVISION

The Grantee certifies to provide for a drug-free work place in conformance with the Drug-Free Workplace Act of 1988. This includes the administration of a policy designed to ensure that all program work areas are free from the illegal use, possession or distribution of drugs or alcohol by its employees, volunteers, or program beneficiaries.

C. ANTI-LOBBYING PROVISION

The Grantee certifies that, to the best of its knowledge and belief,

1. No Federal appropriated funds shall be used by Grantee for publicity or propaganda purposes designed to support or defeat legislation pending before a Federal, State, or local government.
2. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Township, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. If any funds other than Federal appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee must notify the Township.
4. The Grantee shall require that the language of this certification be included in the award of documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

D. POLITICAL ACTIVITY PROVISION (HATCH ACT)

The Grantee agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, lobbying, or to further the election or defeat of any candidate for public office.

E. PROHIBITION AGAINST SECTARIAN OR RELIGIOUS ACTIVITY

The Grantee agrees that funds provided under this Agreement will not be used for sectarian or religious activities, to promote sectarian or religious interests, or for the benefit of a sectarian or religious organization.

F. BUY USA

Grantee should, to the greatest extent practicable , provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

SECTION 22: PARTIAL INVALIDITY

Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or enforceable any other section or any part of any section in this Agreement.

SECTION 23: NO THIRD-PARTY RIGHTS

Nothing in this agreement shall be construed to constitute or create rights in any person, firm or other entity against the parties hereto (as third-party beneficiaries or otherwise) or to create obligations or responsibilities of the Township or the Grantee to such third parties, or to permit anyone other than the Township and the Grantee to rely upon the agreements herein contained. The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the Township.

SECTION 24: ALL TERMS AND CONDITIONS ARE INCLUDED IN CONTRACT

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference, including Attachments A, B, and C and referenced federal regulations, are made wholly a part of this Agreement as if incorporated herein. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto and hereinafter set their hands and seals on the day and year hereinabove written.

TOWNSHIP OF HARTLAND, MICHIGAN

BY:

BY:

Bill Fountain, Township Supervisor

Name
President

ATTEST:

WITNESS:

Larry Ciofu, Township Clerk

Name
Secretary



American Rescue Plan Act Project Funding Application

Hartland Township is pleased to provide an opportunity for financial assistance through the Township American Rescue Plan Act (ARPA) funding for non-profit civic community organizations operating and offering benefit within Hartland Township. The intent of the opportunity remains to maximize and diversify the Hartland Township ARPA funding.

Please understand Hartland Township's Administrative Committee will review all ARPA Project Funding Applications prior to determining whether they will support the described project. Please take the time and effort to explain to them how your project will benefit the community in detail. The quality of information provided can impact the Hartland Township Administrative Committee's decision to approve or deny funding.

PROJECT NAME: Market Bags

ORGANIZATION NAME: Hartland Farmers Market

ADDRESS: 10400 Highland Rd

PROJECT CONTACT: Julie Bessette

PHONE NUMBER: 810-5997603

E-MAIL: hartlandmarket2004@gmail.com

PROJECT START DATE: 5-13-23 PROJECT END DATE: 10-15-23

Submit completed applications to:
Robert West, Hartland Township Manager
Email: rwest@hartlandtwp.com
Mail: 2655 Clark Rd
Hartland, MI 48353
517-861-7889



Hartland Farmer's Market

American Rescue Plan Act Project Funding Application

1. Provide a detailed description of project (if necessary, attach separate pages):

More community awareness of fresh locally grown fruits, vegetables, meat & other items such as soaps, jams, honey, eggs.

2. How does the proposed project benefit the community?

Sustaining our community farms is important. Last year yielded the most patrons & vendors. Entering our 20th season people are more excited than ever to see this market grow

3. Who will facilitate and complete the proposed project?

The marketmasters, Chamber Director,

4. If benefits of this project will aid or involve other organizations, please describe and list:

Cromaine Library Hand Out at a concert
Hartland Chamber - Golf Outing & New Member Bags
Memorial Day
Senior Center - Gleaners Food Bank

5. Additional Information:

This is a reusable bag w/ the dates & times of the market. People love them and they can be handed out at places other than the market such as the Township Park, library, chamber, parade, school events, Music Hall Events and more



American Rescue Plan Act Project Funding Application

Please provide supporting documentation that aligns with the budgetary information. Supporting documentation may consist of quotes, bids, invoices, purchase orders, sales agreements, board/commission meeting minutes, or other documents that provide additional information about the project described and the budget associated with that project. Funding requests are limited to \$7,500.00 per application. Approved application will require designated vendor and/or contractor to issue payment. ARPA guidelines prevent Hartland Township from issuing funds directly to the community organization, yet the Township can issue direct payments to the vendors and/or contractors.

TOTAL PROJECT COST: \$ 5700.00

ALL DOLLARS COLLECTED FROM THE MARKET GO BACK INTO ADVERTISING & EVENTS. THE Market managers
OTHER FUNDING SOURCE(S): are volunteer

TOTAL FROM OTHER SOURCE(S): \$ 0

HARTLAND TOWNSHIP FUNDS REQUESTED: \$ 5700⁰⁰

Please provide the vendor and/or contractor funding should be issued to for project completion.

SIGNATURE OF APPLICANT: _____

DATE: 2-28-23

PRINTED NAME: Julie Besette

TITLE: Market Manager

Please contact Robert West, Township Manager with any questions or comments regarding the application at rwest@hartlandtwp.com or directly at 517-861-7889

ATTACHMENT B

TOWNSHIP OF HARTLAND, MICHIGAN
SLFRF INVESTMENT PARTNERSHIPS PROGRAM

CERTIFICATION OF LEGAL AUTHORITY TO EXECUTE THIS

AGREEMENT

The Grantee, hereby assures and certifies that:

- (a) It possesses legal authority to execute the attached agreement and provide the proposed program services agreed to.
- (b) Its governing body has duly agreed to and officially acted by a resolution, motion or similar action to authorize the execution of this Agreement, including all understandings and assurances contained herein. The governing body further authorizes the person identified as the official representative of the Grantee to act in connection with the agreement and to provide such additional service information as may be required.

Name and Title

ATTACHMENT C

TOWNSHIP OF HARTLAND,
MICHIGAN
SLFRF PROGRAM

CERTIFICATION TO COMPLY WITH ALL APPLICABLE FEDERAL REGULATIONS

The Grantee hereby assures and certifies to comply with all applicable laws and regulations relating to the SLFRF Program and all civil rights laws.

The Grantee further understands that the Township shall hold it responsible for knowledge and proper application of these laws and regulations. If, under any circumstances, the Grantee requires clarification of these laws or regulations, it shall be the Grantee's responsibility to contact the Township or the U.S. Department of Treasury.

The Grantee acknowledges that it cannot be absolved of its responsibilities under these laws or regulations by claiming lack of access, knowledge, or understanding thereof.

Name and Title

**AMERICAN RESCUE PLAN ACT (ARPA) COMMUNITY PROJECT
FUNDING AGREEMENT BETWEEN THE TOWNSHIP OF HARTLAND
AND **HARTLAND AREA COMMUNITY COUNCIL****

THIS AGREEMENT, entered into **this 4th day of April, 2023**, by and between the Township of Hartland, Michigan, a municipal corporation, ("Township"), and **Hartland Area Community Council**, ("Grantee")

WHEREAS, the Township is the recipient of funds from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program as established pursuant to the American Recovery Plan Amendments of 2021 ("ARPA"); and

WHEREAS, the Township desires to use some of these funds on community programs and services that address or mitigate the impacts of COVID-19; and

WHEREAS, under the provisions of the ARPA, the Township is required to report to the U.S. Department of Treasury the use of ARPA funds both by the Township and by any grantee, as specified by the ARPA Program.

NOW, THEREFORE, the parties mutually agree as follows:

SECTION 1: REFERENCES

- A. **"Application"** refers to the Grantee's application to the Township for funding under the SLFRF Program; contained in Attachment A.
- B. **"CFR"** refers to the Code of Federal Regulations.
- C. **"Grantee"** refers to an individual or organization, e.g., civic organization, non-profit, etc that is a beneficiary of a community projects program established by the Township using payments from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program as established pursuant to the American Recovery Plan Amendments of 2021 ("ARPA").
- D. **"Recipient"** refers to the Township of Hartland. **"Resolution"** refers to the resolution dated April 18, 2023, by the Township Board of the Township of Hartland authorizing execution of this Agreement and/or payment of SLFRF funds to the Grantee.
- E. **"Township"** refers to the Township of Hartland.
- F. **"Treasury"** refers to the United States Department of Treasury.

SECTION 2: CONTRACT DOCUMENTS

The contract documents consist of this Agreement, an Application for SLFRF funding contained in Attachment A, Certification of Legal Authority contained in Attachment B, and Certification to Comply with All Applicable Federal Regulations contained in Attachment C.

The information contained in Attachments A, B, and C as stated and incorporated by reference shall be considered fully a part of this Agreement and shall be fully binding upon the Township and the Grantee for purposes of this Agreement.

SECTION 3: AMOUNT AND SOURCES OF FUNDS

A grant of **\$8,132.00 (Dollars)**, from the Township's SLFRF funds is awarded to the Grantee for the capital appropriation subject to the terms and conditions of this Agreement, as more fully described in Attachment A.

In the event that Treasury determines that the Township or Grantee have not fulfilled their obligation under the SLFRF requirements, or the Township determines that the Grantee has not fulfilled its obligation under the SLFRF requirements and/or Treasury or the Township demands reimbursement of expenses paid under this Agreement, the Grantee shall provide said reimbursement from non-federal sources within ten days of said notice. The Grantee further acknowledges that this Agreement is necessary to comply with the requirements of SLFRF Program, which is the source of funds provided under this Agreement; and agrees that it will comply with, and will require all subcontractors, subgrantees and assigns to comply with all terms and conditions of SLFRF and this Agreement, as they may be amended from time to time. It shall be the Grantee's responsibility to ensure that it has the latest version of all applicable laws and regulations in its possession so as to be able to comply with their provisions.

SECTION 4: SCOPE OF SERVICES

Grantee will provide those activities described in Attachment A. The Grantee further agrees to the audit requirements in Section 5 of this Agreement.

SECTION 5: ADMINISTRATIVE REQUIREMENTS

A. EXPENDITURE OF FUNDS

The Grantee will expend funds in strict accordance with the purposes described in the application contained in Attachment A, and in strict accordance with the provisions of the SLFRF Program, as amended. The Grantee agrees to utilize the federal funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. COMPLIANCE WITH ALL APPLICABLE FEDERAL REGULATIONS

The Grantee agrees to comply with all provisions of the SLFRF Program, as amended, and all federal regulations and policies issued pursuant to these regulations. All applicable regulations whether stated herein or incorporated by reference, are hereby made wholly a part of this Agreement, and shall be binding on the Grantee.

C. FINANCIAL MANAGEMENT

1. The Grantee agrees to comply with SLFRF requirements and agrees to adhere to the accounting principles and procedures required therein. The Grantee further agrees to utilize adequate internal controls and maintain necessary source documentation for all costs incurred.
2. The Grantee shall administer its program in conformance with SLFRF requirements for all costs incurred whether charged on a direct or indirect basis.

D. PROCUREMENT PROCEDURE

1. In the procurement of materials, supplies and services necessary to perform the scope of services under this Agreement, the Grantee shall, insofar as practical, seek price quotations from at least three providers. Award shall be made to the provider offering the lowest acceptable quotation. The Grantee shall duly record the date and amount of such quotations and retain these records in its files.
2. The Grantee shall maintain an inventory of all non-expendable personal property as defined in Section 5F of this Agreement.

E. PROGRAM PROPERTY

1. Title to all equipment acquired with funds made available through this Agreement shall remain vested in the Grantee.
2. The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved, or sold using funds received under this Agreement, if applicable.

F. DOCUMENTATION AND RECORDKEEPING

1. The Grantee will collect and have on file records which demonstrate that the Grantee has complied with all regulations, laws, and requirements governing the use of SLFRF funds. The Grantee shall maintain all records required by the SLFRF Program and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken with SLFRF funds;
 - b. Records demonstrating that each activity undertaken meets one of the Objectives of the SLFRF Program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with SLFRF assistance (if applicable);
 - e. Records that demonstrate that each project meets the property standards;
 - f. Records that demonstrate compliance with the requirements of the SLFRF Program;
 - g. Financial records as required by SLFRF Program; and
 - h. Other records necessary to document compliance with the SLFRF Program.
2. The Grantee shall maintain records that adequately identify the source and application of SLFRF funds received under this Agreement. These records shall contain information pertaining to fund obligations, unobligated balances, assets, liabilities, outlays, and income, if any.
3. The Grantee will comply with any additional documentation requirements or subsequent agreements between the Township and the U.S. Department of Treasury for the conduct of activities under the SLFRF Investment Partnership Program.

G. ACCESS TO RECORDS

1. The Grantee will make available files and records of activities related to this Agreement to representatives of the Township and its designees, the Township's Independent Auditor, and officials of the U. S. Department of Treasury.
2. The Township, the Federal grantor agency, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee which are directly pertinent to this specific Agreement, for the purpose of making audit, examination, excerpts and transcriptions.

H. RECORDS RETENTION

1. The Grantee shall retain all records pertaining to this Agreement, including but not limited to financial, statistical, property and programmatic records, for a period of five (5) years after the Agreement expires or is terminated. All records, however, that are subject to audit findings shall be retained for three (3) years in the manner prescribed above or until an ongoing audit is completed

and all issues raised by the audit are resolved, whichever is later. Records for non-expendable property acquired with funds under this contract shall be retained for three (3) years after final disposition of such property.

2. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by federal, state or local law. These records must also be made available to Treasury and/or representatives of the Comptroller General of the United States for audit, inspection or copying purposes during normal business hours as defined in Section 5I of this agreement.

I. AUDIT REQUIREMENTS

1. The Grantee shall, at its own expense, obtain and submit to the Township within three (3) months of the end of the Grantee's fiscal year an annual audit to assure proper accounting for the expenditure of SLFRF funds provided by the Township.
2. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the Township banning the Grantee from future participation in SLFRF programs.

J. NONPROFIT 501(c)(3) STATUS

1. The Grantee shall be a bona fide private nonprofit corporation, registered with the State of Michigan Secretary of State, which meets the qualifications established in Section 501(c) of the Internal Revenue Code of 1988 and is exempt from taxation under Subtitle A of the Internal Revenue Code.

K. IDENTIFICATION OF BOARD OF DIRECTORS

1. The Grantee shall file with the Township Clerk a current listing of its officers and directors (trustees), including the addresses of such persons.

SECTION 6: DISBURSEMENT OF FUNDS

- A. All SLFRF funds will be made in a single payment to Grantee.
- B. When the administrative requirements of this Agreement are met by the Grantee, payments will be made.
- C. The Grantee shall at all times maintain close communication with the Township with respect to Grantee's disbursements to insure all disbursements are eligible expenditures under the terms and conditions of this Agreement.

SECTION 7: PERMITS, LICENSES, CODES AND INSPECTIONS

- A. The Grantee shall comply with all applicable laws, ordinances, and codes of the local, state, and federal government. This shall include giving appropriate notice as required by the Township and obtaining, at the Grantee's own expense, all permits required for the performance of the services covered by this Agreement.
- B. Any and all property improvements performed under this Agreement must be inspected by Township staff.

SECTION 8: SUBCONTRACTS

- A. The Grantee shall insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Township along with documentation of the selection process upon request.
- B. The Grantee shall include all of the provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.
- C. The Grantee shall be as fully responsible to the Township for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by the subcontractors, as the Grantee is

for the acts and omissions of persons directly employed by the Grantee.

- D. Nothing contained in this Agreement shall create any contractual relationship between the Township and any subcontractor.
- E. The Grantee will monitor all subcontracted services on a regular basis to assure contract compliance. The Grantee shall communicate any deficiencies in subcontractor activities in writing to the subcontractor and the Township. Corrective action for any noted areas of subcontractor deficiency shall occur within thirty (30) days of the written notice unless a waiver is approved in writing by the Township. Actions taken to correct subcontractor deficiencies must be documented in program files.

SECTION 9: CITIZEN PARTICIPATION REQUIREMENTS

The Grantee shall encourage citizens to submit views and proposals regarding the planning, implementation, and evaluation of the Grantee's program.

SECTION 10: CIVIL RIGHTS PROVISIONS

A. Nondiscrimination in the Provision of Services

The Grantee agrees that no person shall, on the grounds of race, religion, color, national origin, sex, age, handicapped condition, ancestry, family status or veterans status be excluded from participation in, be denied the benefit of, or be subjected to, discrimination in its program or any aspects of this Agreement. The Grantee shall comply with all existing Federal, State, and local laws, rules and regulations regarding equal opportunity and nondiscrimination, affirmative action procedures, fair housing, and laws, rules and regulations regarding the prescribed use of SLFRF funds. These laws, rules, and regulations include, but are not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended,
2. Title VIII of the Civil Rights Act of 1968, as amended,
3. Section 109 of Title I of the Housing and Community Development Act of 1974,
4. Section 504 of the Rehabilitation Act of 1973,
5. The Americans with Disabilities Act of 1990, and
6. The Age Discrimination Act of 1975.

B. Nondiscrimination in Employment

The Grantee agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicapped condition, national origin, ancestry, veteran's status, or family status. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, handicapped condition, national origin, ancestry, veteran's status, or family status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

C. Documentation

The Grantee shall maintain sufficient program and fiscal records to document that, under all aspects of this Agreement, the Grantee has acted in a manner which is in full compliance with the provisions of this Section where such provisions are applicable to this project. Such records shall at all times remain open to inspection by the Township, Treasury, or the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with the provisions of this Section.

SECTION 11: AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT PROVISIONS

A. Affirmative Action Plan

The Grantee shall, prior to receiving funds under this Agreement, have either an Affirmative Action Program that is currently certified by the Township, or have executed a Letter of Agreement obligating said Grantee to complete a certified Affirmative Action Plan within the time specified by such Letter of Agreement.

B. Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Firms

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken by the Grantee to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include, but not be limited to, the following:
 - a. Including qualified small and minority businesses on solicitation lists.
 - b. Assuring that small and minority businesses are solicited whenever they are potential sources.
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses.
 - e. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1d above.
2. The Grantee shall take similar, appropriate affirmative action in support of women's business enterprises.
3. Grantee is encouraged to procure goods and services from labor surplus areas.

C. EEO/AA Statement

The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Beneficiary, state that it is an Equal Opportunity or Affirmative Action employer.

D. Notification

1. The Grantee agrees to post in conspicuous places, available to employees, and applicants for employment or training, notices to be provided by the Township setting forth the provisions of this Section.
2. The Grantee will send to each labor union or representation of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Township advising the said labor union or workers' representatives of the Grantee's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

F. Subcontract Provisions

The Grantee will include the Civil Rights Provisions and Affirmative Action and Equal Opportunity Provisions in every subcontract or purchase order under this Agreement, either specifically or by reference so that such provisions will be binding upon each subcontractor or vendor.

SECTION 12: SOLE SOURCE OF FUNDS

The sole source of funding from the Township for payment of services performed under this Agreement is the SLFRF provided to the Township by Treasury. The Grantee agrees that in the event that the SLFRF is reduced or withheld by Treasury, the Township shall not be liable for payment from Township funds other than the SLFRF Program, and the Grantee further agrees the maximum sum payable under this Agreement may be reduced by the Township.

The Grantee expressly understands and agrees that all rights, demands and claims to compensation arising under this Agreement shall be conditioned and contingent upon receipt of such funds by the Township. In the event that such funds are not received by the Township for any reason, the Grantee expressly agrees and covenants to hold and save harmless the Township or its agents or employees from any costs, expenses, liabilities, or obligations arising from the claims of any person or persons for any cost they have incurred or claim to have incurred by reason of subcontract or sub-agreement with the Grantee.

SECTION 13: TOWNSHIP OBLIGATIONS AND LIMITATIONS

It is expressly understood by the Grantee that the Township's total commitment to activities covered in this Agreement is not to exceed **Eight Thousand One Hundred Thirty-Two dollars (\$8,132.00)**, and that the Township has no obligation to complete the activities proposed in Attachment A or to provide any additional funding or services from any source for said activities.

SECTION 14: INDEMNITY AND HOLD HARMLESS PROVISIONS

- A. The Township and Grantee acknowledge that the Beneficiary is an independent contractor in all of the Grantee activities and that in the course of such activities, at no time do the Grantee, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of Grantee become the agents of the Township for any purpose, and at no time shall the Township become liable in any manner whatever for any of the actions or activities of the Grantee, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Grantee.

In the event any person shall undertake to hold the Township liable for any conduct or activities of the Grantee, its officers, directors (trustees), members, employees, volunteers, or other person acting on behalf of the Grantee, the Grantee expressly agrees to hold the Township harmless of and from any such liability.

- B. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Township and the Grantee. The Township shall be exempt from payment of all employee benefits including Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance on behalf of the Grantee. If any portion of the Grantee's SLFRF allocation under this Agreement is used to pay employee benefit costs, the Grantee is still wholly responsible for payment of these costs and settlement of any claims resulting from its actions.

SECTION 15: CONTRACT DURATION AND TERMINATION PROVISION

- A. This Agreement shall become effective **April 18, 2023**.
- B. The Scope of Services, as stated in Section 4 of this Agreement must be completed within twelve (12) consecutive months of the effective date of this Agreement unless an extension is approved in writing by the Township. The Grantee may request an extension of the grant period in writing from the Township Manager.
- C. This Agreement may be terminated by the Township for failure to comply with the terms of the Agreement upon fifteen (15) days written notice to the Grantee.
- D. The Grantee's obligation to the Township shall not end until all close-out requirements are completed. Close-out activities shall include, but not be limited to, making final payments, and determining the custodianship of records.
- G. If a contract is terminated, canceled or suspended according to the provisions of this Section, the Grantee shall have no claims for damages against the Township on account of cancellation or suspension or declaration of ineligibility.

SECTION 16: REVERSION OF ASSETS

The Grantee shall also ensure that in the event that any real or personal property purchased under this Agreement is sold within one year after execution of this Agreement, any income from the sale shall be returned to the Township within ten (10) days of sale. In the event that the balance of funds held in the Grantee's SLFRF Account is not sufficient to repay SLFRF funds received by Grantee, the Grantee must provide a written explanation to the Township at least twenty (20) working days prior to closing of a transaction.

SECTION 17: MODIFICATION AND RENEGOTIATION

- A. This Agreement will be subject to modification and/or renegotiation to conform with any changes caused by amendments or revisions in Federal laws and regulations. This Agreement may also be modified to reflect changes in funding amounts or other grant conditions related to the use of SLFRF funds.
- B. The Township or the Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Township Board and the Grantee's Board of Directors. Such amendments shall not invalidate this Agreement, nor relieve or release the Township or the Grantee from its obligations under this Agreement.

SECTION 18: CONFLICT OF INTEREST

A. Compliance

The Grantee agrees to abide by federal, state and local provisions with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Grantee further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Grantee hereunder.

No person(s) who exercise or have exercised any functions or responsibilities with respect to activities assisted with SLFRF funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

B. Persons Covered by this Policy

Persons covered by these conflict of interest provisions include:

- 1. All employees of the Grantee and their families, including spouses, minor children and other relatives who are residents of their household.
- 2. All members of the Grantee's Board of Directors, and their families, including spouses, minor children and other relatives who are residents of their households.
- 3. All agents, officers, consultants, elected or appointed officials, or any persons who exercise any functions or responsibilities with respect to the activities assisted under this Agreement or who are in a position to participate in a decision-making process affecting the activities covered under this Agreement.

C. Conflicts Prohibited

- 1. Except for approved eligible administrative or personnel costs, no persons covered under this Section may gain a financial interest or benefit from the activities covered under this Agreement, or have an interest in or share in the proceeds of any subcontract thereunder.

2. No person covered by this Section shall participate in selection of a vendor, contractor, or firm to be compensated under this Agreement if he/she, members of his/her immediate family, his/her partners or business affiliates, or an organization which employs or is about to employ any of the above have a financial or other interest in the selected firm, vendor, or contractor.
3. Persons covered by this Section shall neither solicit nor accept gratuities, favors or anything of monetary value from actual or potential contractors, firms, or vendors. The only exceptions shall be:
 - a. Acceptance of food or refreshment of nominal value on infrequent occasions in the ordinary course of a luncheon or dinner meeting or other meeting, or in the normal course of such covered person's assigned duties when such covered person is properly in attendance;
 - b. Acceptance of a loan from a bank or other financial institution on customary terms to finance usual activities of such covered person;
 - c. Acceptance of unsolicited advertising or promotional materials, such as pens, pencils, calendars, or other items of nominal value.

D. Exceptions

1. In some cases, an exception to the prohibition described in paragraph C, above, may serve to further the purposes of the SLFRF Program and the effective and efficient administration of this Agreement. A waiver of the Conflict of Interest provisions may be granted only by the Township. The Grantee shall submit a written request for such a waiver to the Township Manager.
2. Requests for waivers shall include the following information:
 - a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made:
 - b. A description of factors that warrant an exception from the Conflict of Interest Policy. Such factors should include:
 - (1) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
 - (2) Whether the interest or benefit was present before the affected person was in a position to participate in the decision-making process or gain inside information with regard to activities, or to obtain a personal or financial interest or benefit from the activity, or to exercise any function or responsibility in regard to the activity in question;
 - (3) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - (4) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available; and
 - (5) Any other relevant considerations.

SECTION 19: COPYRIGHTS AND PATENTS

If this Agreement results in a book or other copyrightable materials or patentable materials, the Grantee may copyright or patent such, but the Township and the United States Government reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use such materials and to authorize others to do so.

SECTION 20: NOTIFICATION

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been served as of the postmark appearing upon the envelope if sent by the United States mail, at the address listed below, or upon the actual date of delivery if hand delivered to the address listed below. Either party may change the below listed address at which one receives written notices by so notifying the other party hereto in writing.

ADDRESS OF TOWNSHIP

Robert M. West
Hartland Township
2655 Clark Rd
Hartland, MI 48353

ADDRESS OF GRANTEE

Kevin Brennan
Hartland Area Community Council
P.O. Box 113
Hartland, MI 48353

SECTION 21: OTHER FEDERAL, STATE, AND LOCALLY MANDATED PROVISIONS

A. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

1. No elected federal, state or local official shall be admitted to any share or part of this Agreement or to any benefit to arise from the same greater than all other private citizens.
2. No officer, employee, or member of the governing body of the Township who exercises any function or responsibilities in connection with the carrying out of the project to which this contract pertains shall have any private interest, direct or indirect, in this contract.

B. DRUG-FREE WORK PLACE PROVISION

The Grantee certifies to provide for a drug-free work place in conformance with the Drug-Free Workplace Act of 1988. This includes the administration of a policy designed to ensure that all program work areas are free from the illegal use, possession or distribution of drugs or alcohol by its employees, volunteers, or program beneficiaries.

C. ANTI-LOBBYING PROVISION

The Grantee certifies that, to the best of its knowledge and belief,

1. No Federal appropriated funds shall be used by Grantee for publicity or propaganda purposes designed to support or defeat legislation pending before a Federal, State, or local government.
2. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Township, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. If any funds other than Federal appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee must notify the Township.
4. The Grantee shall require that the language of this certification be included in the award of documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

D. **POLITICAL ACTIVITY PROVISION (HATCH ACT)**

The Grantee agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, lobbying, or to further the election or defeat of any candidate for public office.

E. **PROHIBITION AGAINST SECTARIAN OR RELIGIOUS ACTIVITY**

The Grantee agrees that funds provided under this Agreement will not be used for sectarian or religious activities, to promote sectarian or religious interests, or for the benefit of a sectarian or religious organization.

F. **BUY USA**

Grantee should, to the greatest extent practicable , provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

SECTION 22: PARTIAL INVALIDITY

Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or enforceable any other section or any part of any section in this Agreement.

SECTION 23: NO THIRD-PARTY RIGHTS

Nothing in this agreement shall be construed to constitute or create rights in any person, firm or other entity against the parties hereto (as third-party beneficiaries or otherwise) or to create obligations or responsibilities of the Township or the Grantee to such third parties, or to permit anyone other than the Township and the Grantee to rely upon the agreements herein contained. The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the Township.

SECTION 24: ALL TERMS AND CONDITIONS ARE INCLUDED IN CONTRACT

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference, including Attachments A, B, and C and referenced federal regulations, are made wholly a part of this Agreement as if incorporated herein. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto and hereinafter set their hands and seals on the day and year hereinabove written.

TOWNSHIP OF HARTLAND, MICHIGAN

BY:

BY:

Bill Fountain, Township Supervisor

Name
President

ATTEST:

WITNESS:

Larry Ciofu, Township Clerk

Name
Secretary



American Rescue Plan Act Project Funding Application

Hartland Township is pleased to provide an opportunity for financial assistance through the Township American Rescue Plan Act (ARPA) funding for non-profit civic community organizations operating and offering benefit within Hartland Township. The intent of the opportunity remains to maximize and diversify the Hartland Township ARPA funding.

Please understand Hartland Township's Administrative Committee will review all ARPA Project Funding Applications prior to determining whether they will support the described project. Please take the time and effort to explain to them how your project will benefit the community in detail. The quality of information provided can impact the Hartland Township Administrative Committee's decision to approve or deny funding.

PROJECT NAME: Village Holiday Decorations and Banners

ORGANIZATION NAME: Hartland Area Community Council

ADDRESS: PO Box 113 Hartland MI 48353

PROJECT CONTACT: Kevin Brennan

PHONE NUMBER: 810-923-0817

E-MAIL: kevin@michiganfinancialplanning.com

PROJECT START DATE: 01/15/2023

PROJECT END DATE: 06/01/2023

Submit completed applications to:
Robert West, Hartland Township Manager
Email: rwest@hartlandtwp.com
Mail: 2655 Clark Rd
Hartland, MI 48353
517-861-7889



American Rescue Plan Act Project Funding Application

1. Provide a detailed description of project (if necessary, attach separate pages):

Improvements and updates to the Village of Hartland Decorations. This will include 6 new LED Holiday decorations, Garland for the Hartland Rd bridge and the Hartland Cemetery, New Banner Decorations. The Holiday decorations will total approx. \$7,000-\$8,000 including delivery. The new banners will cost approx. \$1,000.

2. How does the proposed project benefit the community?

This will improve the aesthetics of the community and highlight the Historic Village.

3. Who will facilitate and complete the proposed project?

Hartland Area Community Council board of directors, Bronners commercial

4. If benefits of this project will aid or involve other organizations, please describe and list:

5. Additional Information:

Some of the decorations have already been ordered to benefit from a discount that ended on Feb 1



American Rescue Plan Act Project Funding Application

Please provide supporting documentation that aligns with the budgetary information. Supporting documentation may consist of quotes, bids, invoices, purchase orders, sales agreements, board/commission meeting minutes, or other documents that provide additional information about the project described and the budget associated with that project. Funding requests are limited to \$7,500.00 per application. Approved application will require designated vendor and/or contractor to issue payment. ARPA guidelines prevent Hartland Township from issuing funds directly to the community organization, yet the Township can issue direct payments to the vendors and/or contractors.

TOTAL PROJECT COST: \$ 8,000-\$9,000

OTHER FUNDING SOURCE(S): Community Council

TOTAL FROM OTHER SOURCE(S): \$ 1,000-\$2,500

HARTLAND TOWNSHIP FUNDS REQUESTED: \$ 7,500

Please provide the vendor and/or contractor funding should be issued to for project completion.

SIGNATURE OF APPLICANT:

DATE: 2/8/2023

PRINTED NAME: Kevin Brennan

TITLE: HACC President

Please contact Robert West, Township Manager with any questions or comments regarding the application at west@hartlandtwp.com or directly at 517-861-7889

ATTACHMENT B

TOWNSHIP OF HARTLAND, MICHIGAN
SLFRF INVESTMENT PARTNERSHIPS PROGRAM

CERTIFICATION OF LEGAL AUTHORITY TO EXECUTE THIS

AGREEMENT

The Grantee, hereby assures and certifies that:

- (a) It possesses legal authority to execute the attached agreement and provide the proposed program services agreed to.
- (b) Its governing body has duly agreed to and officially acted by a resolution, motion or similar action to authorize the execution of this Agreement, including all understandings and assurances contained herein. The governing body further authorizes the person identified as the official representative of the Grantee to act in connection with the agreement and to provide such additional service information as may be required.

Name and Title

ATTACHMENT C

TOWNSHIP OF HARTLAND,
MICHIGAN
SLFRF PROGRAM

CERTIFICATION TO COMPLY WITH ALL APPLICABLE FEDERAL REGULATIONS

The Grantee hereby assures and certifies to comply with all applicable laws and regulations relating to the SLFRF Program and all civil rights laws.

The Grantee further understands that the Township shall hold it responsible for knowledge and proper application of these laws and regulations. If, under any circumstances, the Grantee requires clarification of these laws or regulations, it shall be the Grantee's responsibility to contact the Township or the U.S. Department of Treasury.

The Grantee acknowledges that it cannot be absolved of its responsibilities under these laws or regulations by claiming lack of access, knowledge, or understanding thereof.

Name and Title

**AMERICAN RESCUE PLAN ACT (ARPA) COMMUNITY PROJECT
FUNDING AGREEMENT BETWEEN THE TOWNSHIP OF HARTLAND
AND HARTLAND SENIOR ACTIVITY CENTER**

THIS AGREEMENT, entered into **this 4th day of April, 2023**, by and between the Township of Hartland, Michigan, a municipal corporation, ("Township"), and **Hartland Senior Activity Center**, ("Grantee")

WHEREAS, the Township is the recipient of funds from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program as established pursuant to the American Recovery Plan Amendments of 2021 ("ARPA"); and

WHEREAS, the Township desires to use some of these funds on community programs and services that address or mitigate the impacts of COVID-19; and

WHEREAS, under the provisions of the ARPA, the Township is required to report to the U.S. Department of Treasury the use of ARPA funds both by the Township and by any grantee, as specified by the ARPA Program.

NOW, THEREFORE, the parties mutually agree as follows:

SECTION 1: REFERENCES

- A. **"Application"** refers to the Grantee's application to the Township for funding under the SLFRF Program; contained in Attachment A.
- B. **"CFR"** refers to the Code of Federal Regulations.
- C. **"Grantee"** refers to an individual or organization, e.g., civic organization, non-profit, etc that is a beneficiary of a community projects program established by the Township using payments from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program as established pursuant to the American Recovery Plan Amendments of 2021 ("ARPA").
- D. **"Recipient"** refers to the Township of Hartland. **"Resolution"** refers to the resolution dated April 18, 2023, by the Township Board of the Township of Hartland authorizing execution of this Agreement and/or payment of SLFRF funds to the Grantee.
- E. **"Township"** refers to the Township of Hartland.
- F. **"Treasury"** refers to the United States Department of Treasury.

SECTION 2: CONTRACT DOCUMENTS

The contract documents consist of this Agreement, an Application for SLFRF funding contained in Attachment A, Certification of Legal Authority contained in Attachment B, and Certification to Comply with All Applicable Federal Regulations contained in Attachment C.

The information contained in Attachments A, B, and C as stated and incorporated by reference shall be considered fully a part of this Agreement and shall be fully binding upon the Township and the Grantee for purposes of this Agreement.

SECTION 3: AMOUNT AND SOURCES OF FUNDS

A grant of **\$4,477.00 (Dollars)**, from the Township's SLFRF funds is awarded to the Grantee for the capital appropriation subject to the terms and conditions of this Agreement, as more fully described in Attachment A.

In the event that Treasury determines that the Township or Grantee have not fulfilled their obligation under the SLFRF requirements, or the Township determines that the Grantee has not fulfilled its obligation under the SLFRF requirements and/or Treasury or the Township demands reimbursement of expenses paid under this Agreement, the Grantee shall provide said reimbursement from non-federal sources within ten days of said notice. The Grantee further acknowledges that this Agreement is necessary to comply with the requirements of SLFRF Program, which is the source of funds provided under this Agreement; and agrees that it will comply with, and will require all subcontractors, subgrantees and assigns to comply with all terms and conditions of SLFRF and this Agreement, as they may be amended from time to time. It shall be the Grantee's responsibility to ensure that it has the latest version of all applicable laws and regulations in its possession so as to be able to comply with their provisions.

SECTION 4: SCOPE OF SERVICES

Grantee will provide those activities described in Attachment A. The Grantee further agrees to the audit requirements in Section 5 of this Agreement.

SECTION 5: ADMINISTRATIVE REQUIREMENTS

A. EXPENDITURE OF FUNDS

The Grantee will expend funds in strict accordance with the purposes described in the application contained in Attachment A, and in strict accordance with the provisions of the SLFRF Program, as amended. The Grantee agrees to utilize the federal funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. COMPLIANCE WITH ALL APPLICABLE FEDERAL REGULATIONS

The Grantee agrees to comply with all provisions of the SLFRF Program, as amended, and all federal regulations and policies issued pursuant to these regulations. All applicable regulations whether stated herein or incorporated by reference, are hereby made wholly a part of this Agreement, and shall be binding on the Grantee.

C. FINANCIAL MANAGEMENT

1. The Grantee agrees to comply with SLFRF requirements and agrees to adhere to the accounting principles and procedures required therein. The Grantee further agrees to utilize adequate internal controls and maintain necessary source documentation for all costs incurred.
2. The Grantee shall administer its program in conformance with SLFRF requirements for all costs incurred whether charged on a direct or indirect basis.

D. PROCUREMENT PROCEDURE

1. In the procurement of materials, supplies and services necessary to perform the scope of services under this Agreement, the Grantee shall, insofar as practical, seek price quotations from at least three providers. Award shall be made to the provider offering the lowest acceptable quotation. The Grantee shall duly record the date and amount of such quotations and retain these records in its files.
2. The Grantee shall maintain an inventory of all non-expendable personal property as defined in Section 5F of this Agreement.

E. PROGRAM PROPERTY

1. Title to all equipment acquired with funds made available through this Agreement shall remain vested in the Grantee.
2. The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved, or sold using funds received under this Agreement, if applicable.

F. DOCUMENTATION AND RECORDKEEPING

1. The Grantee will collect and have on file records which demonstrate that the Grantee has complied with all regulations, laws, and requirements governing the use of SLFRF funds. The Grantee shall maintain all records required by the SLFRF Program and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken with SLFRF funds;
 - b. Records demonstrating that each activity undertaken meets one of the Objectives of the SLFRF Program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with SLFRF assistance (if applicable);
 - e. Records that demonstrate that each project meets the property standards;
 - f. Records that demonstrate compliance with the requirements of the SLFRF Program;
 - g. Financial records as required by SLFRF Program; and
 - h. Other records necessary to document compliance with the SLFRF Program.
2. The Grantee shall maintain records that adequately identify the source and application of SLFRF funds received under this Agreement. These records shall contain information pertaining to fund obligations, unobligated balances, assets, liabilities, outlays, and income, if any.
3. The Grantee will comply with any additional documentation requirements or subsequent agreements between the Township and the U.S. Department of Treasury for the conduct of activities under the SLFRF Investment Partnership Program.

G. ACCESS TO RECORDS

1. The Grantee will make available files and records of activities related to this Agreement to representatives of the Township and its designees, the Township's Independent Auditor, and officials of the U. S. Department of Treasury.
2. The Township, the Federal grantor agency, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee which are directly pertinent to this specific Agreement, for the purpose of making audit, examination, excerpts and transcriptions.

H. RECORDS RETENTION

1. The Grantee shall retain all records pertaining to this Agreement, including but not limited to financial, statistical, property and programmatic records, for a period of five (5) years after the Agreement expires or is terminated. All records, however, that are subject to audit findings shall be retained for three (3) years in the manner prescribed above or until an ongoing audit is completed

and all issues raised by the audit are resolved, whichever is later. Records for non-expendable property acquired with funds under this contract shall be retained for three (3) years after final disposition of such property.

2. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by federal, state or local law. These records must also be made available to Treasury and/or representatives of the Comptroller General of the United States for audit, inspection or copying purposes during normal business hours as defined in Section 5I of this agreement.

I. AUDIT REQUIREMENTS

1. The Grantee shall, at its own expense, obtain and submit to the Township within three (3) months of the end of the Grantee's fiscal year an annual audit to assure proper accounting for the expenditure of SLFRF funds provided by the Township.
2. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the Township banning the Grantee from future participation in SLFRF programs.

J. NONPROFIT 501(c)(3) STATUS

1. The Grantee shall be a bona fide private nonprofit corporation, registered with the State of Michigan Secretary of State, which meets the qualifications established in Section 501(c) of the Internal Revenue Code of 1988 and is exempt from taxation under Subtitle A of the Internal Revenue Code.

K. IDENTIFICATION OF BOARD OF DIRECTORS

1. The Grantee shall file with the Township Clerk a current listing of its officers and directors (trustees), including the addresses of such persons.

SECTION 6: DISBURSEMENT OF FUNDS

- A. All SLFRF funds will be made in a single payment to Grantee.
- B. When the administrative requirements of this Agreement are met by the Grantee, payments will be made.
- C. The Grantee shall at all times maintain close communication with the Township with respect to Grantee's disbursements to insure all disbursements are eligible expenditures under the terms and conditions of this Agreement.

SECTION 7: PERMITS, LICENSES, CODES AND INSPECTIONS

- A. The Grantee shall comply with all applicable laws, ordinances, and codes of the local, state, and federal government. This shall include giving appropriate notice as required by the Township and obtaining, at the Grantee's own expense, all permits required for the performance of the services covered by this Agreement.
- B. Any and all property improvements performed under this Agreement must be inspected by Township staff.

SECTION 8: SUBCONTRACTS

- A. The Grantee shall insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Township along with documentation of the selection process upon request.
- B. The Grantee shall include all of the provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.
- C. The Grantee shall be as fully responsible to the Township for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by the subcontractors, as the Grantee is

for the acts and omissions of persons directly employed by the Grantee.

- D. Nothing contained in this Agreement shall create any contractual relationship between the Township and any subcontractor.
- E. The Grantee will monitor all subcontracted services on a regular basis to assure contract compliance. The Grantee shall communicate any deficiencies in subcontractor activities in writing to the subcontractor and the Township. Corrective action for any noted areas of subcontractor deficiency shall occur within thirty (30) days of the written notice unless a waiver is approved in writing by the Township. Actions taken to correct subcontractor deficiencies must be documented in program files.

SECTION 9: CITIZEN PARTICIPATION REQUIREMENTS

The Grantee shall encourage citizens to submit views and proposals regarding the planning, implementation, and evaluation of the Grantee's program.

SECTION 10: CIVIL RIGHTS PROVISIONS

A. Nondiscrimination in the Provision of Services

The Grantee agrees that no person shall, on the grounds of race, religion, color, national origin, sex, age, handicapped condition, ancestry, family status or veterans status be excluded from participation in, be denied the benefit of, or be subjected to, discrimination in its program or any aspects of this Agreement. The Grantee shall comply with all existing Federal, State, and local laws, rules and regulations regarding equal opportunity and nondiscrimination, affirmative action procedures, fair housing, and laws, rules and regulations regarding the prescribed use of SLFRF funds. These laws, rules, and regulations include, but are not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended,
2. Title VIII of the Civil Rights Act of 1968, as amended,
3. Section 109 of Title I of the Housing and Community Development Act of 1974,
4. Section 504 of the Rehabilitation Act of 1973,
5. The Americans with Disabilities Act of 1990, and
6. The Age Discrimination Act of 1975.

B. Nondiscrimination in Employment

The Grantee agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicapped condition, national origin, ancestry, veteran's status, or family status. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, handicapped condition, national origin, ancestry, veteran's status, or family status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

C. Documentation

The Grantee shall maintain sufficient program and fiscal records to document that, under all aspects of this Agreement, the Grantee has acted in a manner which is in full compliance with the provisions of this Section where such provisions are applicable to this project. Such records shall at all times remain open to inspection by the Township, Treasury, or the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with the provisions of this Section.

SECTION 11: AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT PROVISIONS

A. Affirmative Action Plan

The Grantee shall, prior to receiving funds under this Agreement, have either an Affirmative Action Program that is currently certified by the Township, or have executed a Letter of Agreement obligating said Grantee to complete a certified Affirmative Action Plan within the time specified by such Letter of Agreement.

B. Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Firms

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken by the Grantee to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include, but not be limited to, the following:
 - a. Including qualified small and minority businesses on solicitation lists.
 - b. Assuring that small and minority businesses are solicited whenever they are potential sources.
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses.
 - e. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1d above.
2. The Grantee shall take similar, appropriate affirmative action in support of women's business enterprises.
3. Grantee is encouraged to procure goods and services from labor surplus areas.

C. EEO/AA Statement

The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Beneficiary, state that it is an Equal Opportunity or Affirmative Action employer.

D. Notification

1. The Grantee agrees to post in conspicuous places, available to employees, and applicants for employment or training, notices to be provided by the Township setting forth the provisions of this Section.
2. The Grantee will send to each labor union or representation of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Township advising the said labor union or workers' representatives of the Grantee's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

F. Subcontract Provisions

The Grantee will include the Civil Rights Provisions and Affirmative Action and Equal Opportunity Provisions in every subcontract or purchase order under this Agreement, either specifically or by reference so that such provisions will be binding upon each subcontractor or vendor.

SECTION 12: SOLE SOURCE OF FUNDS

The sole source of funding from the Township for payment of services performed under this Agreement is the SLFRF provided to the Township by Treasury. The Grantee agrees that in the event that the SLFRF is reduced or withheld by Treasury, the Township shall not be liable for payment from Township funds other than the SLFRF Program, and the Grantee further agrees the maximum sum payable under this Agreement may be reduced by the Township.

The Grantee expressly understands and agrees that all rights, demands and claims to compensation arising under this Agreement shall be conditioned and contingent upon receipt of such funds by the Township. In the event that such funds are not received by the Township for any reason, the Grantee expressly agrees and covenants to hold and save harmless the Township or its agents or employees from any costs, expenses, liabilities, or obligations arising from the claims of any person or persons for any cost they have incurred or claim to have incurred by reason of subcontract or sub-agreement with the Grantee.

SECTION 13: TOWNSHIP OBLIGATIONS AND LIMITATIONS

It is expressly understood by the Grantee that the Township's total commitment to activities covered in this Agreement is not to exceed **(Four Thousand Four Hundred Seventy-Seven dollars) (\$4,477.00)**, and that the Township has no obligation to complete the activities proposed in Attachment A or to provide any additional funding or services from any source for said activities.

SECTION 14: INDEMNITY AND HOLD HARMLESS PROVISIONS

- A. The Township and Grantee acknowledge that the Beneficiary is an independent contractor in all of the Grantee activities and that in the course of such activities, at no time do the Grantee, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of Grantee become the agents of the Township for any purpose, and at no time shall the Township become liable in any manner whatever for any of the actions or activities of the Grantee, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Grantee.

In the event any person shall undertake to hold the Township liable for any conduct or activities of the Grantee, its officers, directors (trustees), members, employees, volunteers, or other person acting on behalf of the Grantee, the Grantee expressly agrees to hold the Township harmless of and from any such liability.

- B. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Township and the Grantee. The Township shall be exempt from payment of all employee benefits including Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance on behalf of the Grantee. If any portion of the Grantee's SLFRF allocation under this Agreement is used to pay employee benefit costs, the Grantee is still wholly responsible for payment of these costs and settlement of any claims resulting from its actions.

SECTION 15: CONTRACT DURATION AND TERMINATION PROVISION

- A. This Agreement shall become effective **April 18, 2023**.
- B. The Scope of Services, as stated in Section 4 of this Agreement must be completed within twelve (12) consecutive months of the effective date of this Agreement unless an extension is approved in writing by the Township. The Grantee may request an extension of the grant period in writing from the Township Manager.
- C. This Agreement may be terminated by the Township for failure to comply with the terms of the Agreement upon fifteen (15) days written notice to the Grantee.
- D. The Grantee's obligation to the Township shall not end until all close-out requirements are completed. Close-out activities shall include, but not be limited to, making final payments, and determining the custodianship of records.
- G. If a contract is terminated, canceled or suspended according to the provisions of this Section, the Grantee shall have no claims for damages against the Township on account of cancellation or suspension or declaration of ineligibility.

SECTION 16: REVERSION OF ASSETS

The Grantee shall also ensure that in the event that any real or personal property purchased under this Agreement is sold within one year after execution of this Agreement, any income from the sale shall be returned to the Township within ten (10) days of sale. In the event that the balance of funds held in the Grantee's SLFRF Account is not sufficient to repay SLFRF funds received by Grantee, the Grantee must provide a written explanation to the Township at least twenty (20) working days prior to closing of a transaction.

SECTION 17: MODIFICATION AND RENEGOTIATION

- A. This Agreement will be subject to modification and/or renegotiation to conform with any changes caused by amendments or revisions in Federal laws and regulations. This Agreement may also be modified to reflect changes in funding amounts or other grant conditions related to the use of SLFRF funds.
- B. The Township or the Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Township Board and the Grantee's Board of Directors. Such amendments shall not invalidate this Agreement, nor relieve or release the Township or the Grantee from its obligations under this Agreement.

SECTION 18: CONFLICT OF INTEREST

A. Compliance

The Grantee agrees to abide by federal, state and local provisions with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Grantee further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Grantee hereunder.

No person(s) who exercise or have exercised any functions or responsibilities with respect to activities assisted with SLFRF funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

B. Persons Covered by this Policy

Persons covered by these conflict of interest provisions include:

- 1. All employees of the Grantee and their families, including spouses, minor children and other relatives who are residents of their household.
- 2. All members of the Grantee's Board of Directors, and their families, including spouses, minor children and other relatives who are residents of their households.
- 3. All agents, officers, consultants, elected or appointed officials, or any persons who exercise any functions or responsibilities with respect to the activities assisted under this Agreement or who are in a position to participate in a decision-making process affecting the activities covered under this Agreement.

C. Conflicts Prohibited

- 1. Except for approved eligible administrative or personnel costs, no persons covered under this Section may gain a financial interest or benefit from the activities covered under this Agreement, or have an interest in or share in the proceeds of any subcontract thereunder.

2. No person covered by this Section shall participate in selection of a vendor, contractor, or firm to be compensated under this Agreement if he/she, members of his/her immediate family, his/her partners or business affiliates, or an organization which employs or is about to employ any of the above have a financial or other interest in the selected firm, vendor, or contractor.
3. Persons covered by this Section shall neither solicit nor accept gratuities, favors or anything of monetary value from actual or potential contractors, firms, or vendors. The only exceptions shall be:
 - a. Acceptance of food or refreshment of nominal value on infrequent occasions in the ordinary course of a luncheon or dinner meeting or other meeting, or in the normal course of such covered person's assigned duties when such covered person is properly in attendance;
 - b. Acceptance of a loan from a bank or other financial institution on customary terms to finance usual activities of such covered person;
 - c. Acceptance of unsolicited advertising or promotional materials, such as pens, pencils, calendars, or other items of nominal value.

D. Exceptions

1. In some cases, an exception to the prohibition described in paragraph C, above, may serve to further the purposes of the SLFRF Program and the effective and efficient administration of this Agreement. A waiver of the Conflict of Interest provisions may be granted only by the Township. The Grantee shall submit a written request for such a waiver to the Township Manager.
2. Requests for waivers shall include the following information:
 - a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made:
 - b. A description of factors that warrant an exception from the Conflict of Interest Policy. Such factors should include:
 - (1) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
 - (2) Whether the interest or benefit was present before the affected person was in a position to participate in the decision-making process or gain inside information with regard to activities, or to obtain a personal or financial interest or benefit from the activity, or to exercise any function or responsibility in regard to the activity in question;
 - (3) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - (4) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available; and
 - (5) Any other relevant considerations.

SECTION 19: COPYRIGHTS AND PATENTS

If this Agreement results in a book or other copyrightable materials or patentable materials, the Grantee may copyright or patent such, but the Township and the United States Government reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use such materials and to authorize others to do so.

SECTION 20: NOTIFICATION

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been served as of the postmark appearing upon the envelope if sent by the United States mail, at the address listed below, or upon the actual date of delivery if hand delivered to the address listed below. Either party may change the below listed address at which one receives written notices by so notifying the other party hereto in writing.

ADDRESS OF TOWNSHIP

Robert M. West
Hartland Township
2655 Clark Rd
Hartland, MI 48353

ADDRESS OF GRANTEE

Kim Konarski
Hartland Senior Activity Center
9525 E Highland Road
Howell, MI 48843

SECTION 21: OTHER FEDERAL, STATE, AND LOCALLY MANDATED PROVISIONS

A. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

1. No elected federal, state or local official shall be admitted to any share or part of this Agreement or to any benefit to arise from the same greater than all other private citizens.
2. No officer, employee, or member of the governing body of the Township who exercises any function or responsibilities in connection with the carrying out of the project to which this contract pertains shall have any private interest, direct or indirect, in this contract.

B. DRUG-FREE WORK PLACE PROVISION

The Grantee certifies to provide for a drug-free work place in conformance with the Drug-Free Workplace Act of 1988. This includes the administration of a policy designed to ensure that all program work areas are free from the illegal use, possession or distribution of drugs or alcohol by its employees, volunteers, or program beneficiaries.

C. ANTI-LOBBYING PROVISION

The Grantee certifies that, to the best of its knowledge and belief,

1. No Federal appropriated funds shall be used by Grantee for publicity or propaganda purposes designed to support or defeat legislation pending before a Federal, State, or local government.
2. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Township, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. If any funds other than Federal appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee must notify the Township.
4. The Grantee shall require that the language of this certification be included in the award of documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

D. **POLITICAL ACTIVITY PROVISION (HATCH ACT)**

The Grantee agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, lobbying, or to further the election or defeat of any candidate for public office.

E. **PROHIBITION AGAINST SECTARIAN OR RELIGIOUS ACTIVITY**

The Grantee agrees that funds provided under this Agreement will not be used for sectarian or religious activities, to promote sectarian or religious interests, or for the benefit of a sectarian or religious organization.

F. **BUY USA**

Grantee should, to the greatest extent practicable , provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

SECTION 22: PARTIAL INVALIDITY

Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or enforceable any other section or any part of any section in this Agreement.

SECTION 23: NO THIRD-PARTY RIGHTS

Nothing in this agreement shall be construed to constitute or create rights in any person, firm or other entity against the parties hereto (as third-party beneficiaries or otherwise) or to create obligations or responsibilities of the Township or the Grantee to such third parties, or to permit anyone other than the Township and the Grantee to rely upon the agreements herein contained. The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the Township.

SECTION 24: ALL TERMS AND CONDITIONS ARE INCLUDED IN CONTRACT

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference, including Attachments A, B, and C and referenced federal regulations, are made wholly a part of this Agreement as if incorporated herein. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto and hereinafter set their hands and seals on the day and year hereinabove written.

TOWNSHIP OF HARTLAND, MICHIGAN

BY:

BY:

Bill Fountain, Township Supervisor

Name
President

ATTEST:

WITNESS:

Larry Ciofu, Township Clerk

Name
Secretary



American Rescue Plan Act Project Funding Application

Hartland Township is pleased to provide an opportunity for financial assistance through the Township American Rescue Plan Act (ARPA) funding for non-profit civic community organizations operating and offering benefit within Hartland Township. The intent of the opportunity remains to maximize and diversify the Hartland Township ARPA funding.

Please understand Hartland Township's Administrative Committee will review all ARPA Project Funding Applications prior to determining whether they will support the described project. Please take the time and effort to explain to them how your project will benefit the community in detail. The quality of information provided can impact the Hartland Township Administrative Committee's decision to approve or deny funding.

PROJECT NAME: New Equipment for Weight Room

ORGANIZATION NAME: Hartland Senior Activity Center

ADDRESS: 9525 East Highland Rd. Howell, MI 48843

PROJECT CONTACT: Kim Konarski

PHONE NUMBER: 810-626-2135

E-MAIL: KimKonarski@hartlandschools.us

PROJECT START DATE: ASAP

PROJECT END DATE: When installed

Submit completed applications to:
Robert West, Hartland Township Manager
Email: rwest@hartlandtwp.com
Mail: 2655 Clark Rd
Hartland, MI 48353
517-861-7889



American Rescue Plan Act Project Funding Application

1. Provide a detailed description of project (if necessary, attach separate pages):

Hartland Senior Activity Center has a well-equipped weight room for use by the community for ages 18+ but mainly utilized by seniors since it's only open during senior center hours. Each year we hire a company to inspect the equipment for safety concerns and cleaning. Occasionally we find the need for a new piece of equipment. We are asking for funds to purchase an arm exerciser for the weight room (see attached sample).

2. How does the proposed project benefit the community?

Our weight room was used by 140 individuals routinely last year. Seniors who have Silver Sneakers as part of their insurance benefit are able to use the weight room at no cost, they just sign in on our tablet dedicated to Silver Sneakers tracking. We are seeing a higher number of people using our weight room after surgery and one of the requests was for a replacement arm / shoulder exerciser. We believe this is a good investment as much of our equipment has been in place for years but remains functional due to our commitment to annual inspections and cleaning.

3. Who will facilitate and complete the proposed project?

I will be responsible for the process of getting quotes, approval, purchase and delivery. We have worked with All Pro Exercise out of Livonia for years as our annual inspection and purchased three pieces of equipment over the last ten years.

4. If benefits of this project will aid or involve other organizations, please describe and list:

This is mainly for our senior community although anyone ages 18+ are able to use the facilities as long as they pay the \$2.00 drop in fee and sign a waiver.

5. Additional Information:

We appreciate your consideration of our request. We only see growth happening with regards to all our programs. One trend we have seen is when one of our regular fitness classes are canceled due to an instructor being off, many people will use the weight room as a replacement for the class.



American Rescue Plan Act Project Funding Application

Please provide supporting documentation that aligns with the budgetary information. Supporting documentation may consist of quotes, bids, invoices, purchase orders, sales agreements, board/commission meeting minutes, or other documents that provide additional information about the project described and the budget associated with that project. Funding requests are limited to \$7,500.00 per application. Approved application will require designated vendor and/or contractor to issue payment. ARPA guidelines prevent Hartland Township from issuing funds directly to the community organization, yet the Township can issue direct payments to the vendors and/or contractors.

TOTAL PROJECT COST: \$ 4,477.00

OTHER FUNDING SOURCE(S): None

TOTAL FROM OTHER SOURCE(S): \$ None

HARTLAND TOWNSHIP FUNDS REQUESTED: \$ 4,477.00

Please provide the vendor and/or contractor funding should be issued to for project completion.

SIGNATURE OF APPLICANT: Kim Konarski  DATE: 2.23.23

PRINTED NAME: Kim Konarski

TITLE: Director, HSAC

Please contact Robert West, Township Manager with any questions or comments regarding the application at rwesl@hartlandtwp.com or directly at 517-861-7889

Hartland HESSC Senior Center
9525 Highland Road
Hartland MI 48843
United States
810-626-2137

Quotation # 24167

Quotation Date:
02/22/2023

Expiration:
03/01/2023

Salesperson:
Jason Swekel 734-934-2859

Description	Quantity	Unit Price	Amount
[PRO102-INT] Scifit Upper Body - Adjustable Tilt Head, Cranks - Standard Seat	1.000 Unit(s)	4,224.00	\$ 4,224.00
[Freight] Freight	1.000 Unit(s)	133.00	\$ 133.00
[Commercial Installation] Commercial Installation (2 man/hr)	1.000 Hour(s)	120.00	\$ 120.00
Subtotal			\$ 4,477.00
Taxes on \$ 4,477.00			\$ 0.00
Total			\$ 4,477.00

Payment terms: 30 Net Days



Prescribed for Progress™



PRO1 Upper Body Product Specifications

Order Code: PRO102-INT

FEATURES

Bi-directional movement and resistance	Pedaling in forward and reverse provides versatility, helps prolong exercise and promotes reciprocal muscle balance
Low starting resistance	6 watts
Resistance range	191 levels of resistance - 20 levels adjustable in .1 increments
Resistance system	3 phase combination generator & eddy current brake - largest watt range in the industry
Foot rests	Foot rests included for comfort and multiple foot placement options
Easy to transport	Integrated transport wheels
Heart rate monitoring	Telemetric (chest strap required)

ACCESSIBILITY & ADJUSTABILITY

Adjustable, tilt head	Accommodates users of all heights and allows them to exercise while seated or standing
Adjustable arm cranks	4 range of motion settings, plus unison motion
Step-through seating	Adjustable step-through allows easy entry and safe and easy access for all users
Direct wheelchair access	Seat slides off for direct wheelchair access - ADA compliant
Wheelchair platform	Provides a sturdy foundation for wheelchair use or for standing exercise
Standard seat	Forward and back adjustability
360° Therapist Assist Pedals	Adjust the seat forward and back from any point around the machine
Seat removal handle	Integrated handle on seat back makes it easy to remove the seat
Zero-sloping forward/back seat adjustment	Adjust forward and back on level monorail for optimum control and safe positioning

INTELLI-FIT™ CONSOLE

7" LCD full color touch screen display	Touch screen with clear, simple screens and large, readable font.
Audible beep	Yes
Tactile buttons	Tactile buttons in addition to touch screen
Resistance levels	191 levels of resistance - 20 levels adjustable in .1 increments
Display feedback	Time, level, distance, METs, heart rate, calories, RPM, watts
One touch quick start	Yes
Control METs - Constant Work Program	Set constant METs level and the workload remains constant throughout the program.
Iso-Strength Program	Isokinetic program for safe, accommodating resistance
Power Burst	8-second burst of high intensity training
Cool down	Automatic cool down begins after each exercise is completed
Administrative mode	User defined settings, metric or US units of measure and other custom settings
User-defined console languages	9 languages - English, Spanish, French, German, Russian, Japanese, Chinese, Italian, Dutch
Download results to USB flash drive	Plug USB flash drive into the Fit-Key® slot to save workout results in a .txt file
CSAFE port and 8-volt DC power port	Yes
USB charger	For phones and other electronic devices

PRO1 Upper Body Product Specifications (cont.)

Order Code: PRO102-INT

INTELLI-FIT™ CONSOLE (cont.)

Water bottle holder, accessory tray, reading rack	Integrated			
Personal Cooling Fan	Integrated dual fans with three speeds			
Programs	Quick Start	Constant Work - METs	Hills	Heart Fit Test & Training
	Manual	Constant Work - Watts	Fit-Quik®	Power Fit Test & Training
	Heart Rate	Iso-Strength	Random	Stress Test

TECHNICAL SPECIFICATIONS

Power Requirements	Self-generating; low-voltage AC adapter, included
Maximum user weight capacity	500 lbs.
Unit weight	232 lbs.
Unit size	60" L x 30" W x 77" H
Color	Frame: Charcoal Cover: Charcoal
Manufacturing	Assembled in USA

WARRANTY

Parts	3 years
Labor	1 year

ENHANCEMENTS

Fit-Key® software	Optional Fit-Key® software makes it easy to create specialized programs and track data
Entertainment options	Yes

ACCESSORIES

Internal/External Rotation Device	Strengthens internal and external rotators in one exercise
Assist Gloves	Designed for individuals who require help gripping the hand cranks. Made of heavy-duty closed cell foam that resists moisture. Flexible, comfortable and easy to clean.
Straight Grips	For those who have spasticity, weakness, or tremors in their upper extremities.
Heavy duty wheelchair ramps	For manual and powered wheelchair access. Provides increased stabilization
Polar Chest Strap	Transmits heart rate directly to console - works on all SCIFIT products



SCIFIT Systems, Inc. reserves the right to change or alter specifications at any time without notice and without incurring any obligation.

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PRO1 Specs - PRO102-INT - 2015 - v1

<u>Hartland Community Council</u>			
Holly Cluster	2	\$ 568.00	\$ 1,136.00
Triple Poinsettia	2	\$ 964.00	\$ 1,928.00
Holly Candle	2	\$ 684.00	\$ 1,368.00
Face Plate	6	\$ -	\$ -
Pole Banners	2	\$ 350.00	\$ 700.00
Additional Decorations	12	\$ 250.00	\$ 3,000.00
			\$ 8,132.00

<u>Hartland Rotary</u>			
Holly Cluster	1	\$ 4,500.00	\$ 4,500.00
Mulch	10	\$ 70.00	\$ 700.00
Landscape	1	\$ 1,000.00	\$ 1,000.00
			\$ 6,200.00

<u>Hartland Music Hall</u>			
Seat Removal	1	\$ 350.00	\$ 350.00
Seat repairs and install	1	\$ 500.00	\$ 500.00
Wood Floor refinishing	700	\$ 9.50	\$ 6,650.00
			\$ 7,500.00

<u>Hartland Library</u>			
Digitizing Records	1	\$ 7,303.00	\$ 7,303.00
Searchable feature	1	\$ 750.00	\$ 750.00
			\$ 8,053.00

<u>Hartland Lions Club</u>			
Spot Vision Reader	1	\$ 8,760.00	\$ 8,760.00
Printer Included in PKG	1	\$ -	\$ -
			\$ 8,760.00

<u>Hartland Legion</u>			
Cemetery Benches	6	\$ 1,250.00	\$ 7,500.00
			\$ 7,500.00

<u>Hartland Historical Society</u>			
Digitize Records	1	\$ 6,000.00	\$ 6,000.00
Searchable	1	\$ 1,030.00	\$ 1,030.00
Security	1	\$ 1,000.00	\$ 1,000.00
			\$ 8,030.00

<u>Hartland Senior Center</u>			
Fitness Machine	1	\$ 4,477.00	\$ 4,477.00
			\$ 4,477.00

<u>Hartland Area Project</u>			
Website Development	1	\$ 7,500.00	\$ 7,500.00
Additional Promo Material	1	\$ 1,000.00	\$ 1,000.00
			\$ 8,500.00

<u>Hartland Area Chamber of Commerce</u>			
Park Art	10	\$ 500.00	\$ 5,000.00
Installation	10	\$ 500.00	\$ 5,000.00
			\$ 10,000.00

<u>Hartland Farmers Market</u>			
Promo Bags	600	\$ 9.50	\$ 5,700.00
			\$ 5,700.00

Hartland Township Community			
Project Totals:			\$ 82,852.00

ATTACHMENT B

TOWNSHIP OF HARTLAND, MICHIGAN
SLFRF INVESTMENT PARTNERSHIPS PROGRAM

CERTIFICATION OF LEGAL AUTHORITY TO EXECUTE THIS

AGREEMENT

The Grantee, hereby assures and certifies that:

- (a) It possesses legal authority to execute the attached agreement and provide the proposed program services agreed to.
- (b) Its governing body has duly agreed to and officially acted by a resolution, motion or similar action to authorize the execution of this Agreement, including all understandings and assurances contained herein. The governing body further authorizes the person identified as the official representative of the Grantee to act in connection with the agreement and to provide such additional service information as may be required.

Name and Title

ATTACHMENT C

TOWNSHIP OF HARTLAND,
MICHIGAN
SLFRF PROGRAM

CERTIFICATION TO COMPLY WITH ALL APPLICABLE FEDERAL REGULATIONS

The Grantee hereby assures and certifies to comply with all applicable laws and regulations relating to the SLFRF Program and all civil rights laws.

The Grantee further understands that the Township shall hold it responsible for knowledge and proper application of these laws and regulations. If, under any circumstances, the Grantee requires clarification of these laws or regulations, it shall be the Grantee's responsibility to contact the Township or the U.S. Department of Treasury.

The Grantee acknowledges that it cannot be absolved of its responsibilities under these laws or regulations by claiming lack of access, knowledge, or understanding thereof.

Name and Title

**AMERICAN RESCUE PLAN ACT (ARPA) COMMUNITY PROJECT
FUNDING AGREEMENT BETWEEN THE TOWNSHIP OF HARTLAND
AND HARTLAND AREA PROJECT**

THIS AGREEMENT, entered into **this 4th day of April, 2023**, by and between the Township of Hartland, Michigan, a municipal corporation, ("Township"), and **Hartland Area Project** ("Grantee")

WHEREAS, the Township is the recipient of funds from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program as established pursuant to the American Recovery Plan Amendments of 2021 ("ARPA"); and

WHEREAS, the Township desires to use some of these funds on community programs and services that address or mitigate the impacts of COVID-19; and

WHEREAS, under the provisions of the ARPA, the Township is required to report to the U.S. Department of Treasury the use of ARPA funds both by the Township and by any grantee, as specified by the ARPA Program.

NOW, THEREFORE, the parties mutually agree as follows:

SECTION 1: REFERENCES

- A. **"Application"** refers to the Grantee's application to the Township for funding under the SLFRF Program; contained in Attachment A.
- B. **"CFR"** refers to the Code of Federal Regulations.
- C. **"Grantee"** refers to an individual or organization, e.g., civic organization, non-profit, etc that is a beneficiary of a community projects program established by the Township using payments from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program as established pursuant to the American Recovery Plan Amendments of 2021 ("ARPA").
- D. **"Recipient"** refers to the Township of Hartland. **"Resolution"** refers to the resolution dated April 18, 2023, by the Township Board of the Township of Hartland authorizing execution of this Agreement and/or payment of SLFRF funds to the Grantee.
- E. **"Township"** refers to the Township of Hartland.
- F. **"Treasury"** refers to the United States Department of Treasury.

SECTION 2: CONTRACT DOCUMENTS

The contract documents consist of this Agreement, an Application for SLFRF funding contained in Attachment A, Certification of Legal Authority contained in Attachment B, and Certification to Comply with All Applicable Federal Regulations contained in Attachment C.

The information contained in Attachments A, B, and C as stated and incorporated by reference shall be considered fully a part of this Agreement and shall be fully binding upon the Township and the Grantee for purposes of this Agreement.

SECTION 3: AMOUNT AND SOURCES OF FUNDS

A grant of **\$8,500.00 (Dollars)**, from the Township's SLFRF funds is awarded to the Grantee for the capital appropriation subject to the terms and conditions of this Agreement, as more fully described in Attachment A.

In the event that Treasury determines that the Township or Grantee have not fulfilled their obligation under the SLFRF requirements, or the Township determines that the Grantee has not fulfilled its obligation under the SLFRF requirements and/or Treasury or the Township demands reimbursement of expenses paid under this Agreement, the Grantee shall provide said reimbursement from non-federal sources within ten days of said notice. The Grantee further acknowledges that this Agreement is necessary to comply with the requirements of SLFRF Program, which is the source of funds provided under this Agreement; and agrees that it will comply with, and will require all subcontractors, subgrantees and assigns to comply with all terms and conditions of SLFRF and this Agreement, as they may be amended from time to time. It shall be the Grantee's responsibility to ensure that it has the latest version of all applicable laws and regulations in its possession so as to be able to comply with their provisions.

SECTION 4: SCOPE OF SERVICES

Grantee will provide those activities described in Attachment A. The Grantee further agrees to the audit requirements in Section 5 of this Agreement.

SECTION 5: ADMINISTRATIVE REQUIREMENTS

A. EXPENDITURE OF FUNDS

The Grantee will expend funds in strict accordance with the purposes described in the application contained in Attachment A, and in strict accordance with the provisions of the SLFRF Program, as amended. The Grantee agrees to utilize the federal funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. COMPLIANCE WITH ALL APPLICABLE FEDERAL REGULATIONS

The Grantee agrees to comply with all provisions of the SLFRF Program, as amended, and all federal regulations and policies issued pursuant to these regulations. All applicable regulations whether stated herein or incorporated by reference, are hereby made wholly a part of this Agreement, and shall be binding on the Grantee.

C. FINANCIAL MANAGEMENT

1. The Grantee agrees to comply with SLFRF requirements and agrees to adhere to the accounting principles and procedures required therein. The Grantee further agrees to utilize adequate internal controls and maintain necessary source documentation for all costs incurred.
2. The Grantee shall administer its program in conformance with SLFRF requirements for all costs incurred whether charged on a direct or indirect basis.

D. PROCUREMENT PROCEDURE

1. In the procurement of materials, supplies and services necessary to perform the scope of services under this Agreement, the Grantee shall, insofar as practical, seek price quotations from at least three providers. Award shall be made to the provider offering the lowest acceptable quotation. The Grantee shall duly record the date and amount of such quotations and retain these records in its files.
2. The Grantee shall maintain an inventory of all non-expendable personal property as defined in Section 5F of this Agreement.

E. PROGRAM PROPERTY

1. Title to all equipment acquired with funds made available through this Agreement shall remain vested in the Grantee.
2. The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved, or sold using funds received under this Agreement, if applicable.

F. DOCUMENTATION AND RECORDKEEPING

1. The Grantee will collect and have on file records which demonstrate that the Grantee has complied with all regulations, laws, and requirements governing the use of SLFRF funds. The Grantee shall maintain all records required by the SLFRF Program and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken with SLFRF funds;
 - b. Records demonstrating that each activity undertaken meets one of the Objectives of the SLFRF Program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with SLFRF assistance (if applicable);
 - e. Records that demonstrate that each project meets the property standards;
 - f. Records that demonstrate compliance with the requirements of the SLFRF Program;
 - g. Financial records as required by SLFRF Program; and
 - h. Other records necessary to document compliance with the SLFRF Program.
2. The Grantee shall maintain records that adequately identify the source and application of SLFRF funds received under this Agreement. These records shall contain information pertaining to fund obligations, unobligated balances, assets, liabilities, outlays, and income, if any.
3. The Grantee will comply with any additional documentation requirements or subsequent agreements between the Township and the U.S. Department of Treasury for the conduct of activities under the SLFRF Investment Partnership Program.

G. ACCESS TO RECORDS

1. The Grantee will make available files and records of activities related to this Agreement to representatives of the Township and its designees, the Township's Independent Auditor, and officials of the U. S. Department of Treasury.
2. The Township, the Federal grantor agency, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee which are directly pertinent to this specific Agreement, for the purpose of making audit, examination, excerpts and transcriptions.

H. RECORDS RETENTION

1. The Grantee shall retain all records pertaining to this Agreement, including but not limited to financial, statistical, property and programmatic records, for a period of five (5) years after the Agreement expires or is terminated. All records, however, that are subject to audit findings shall be retained for three (3) years in the manner prescribed above or until an ongoing audit is completed

and all issues raised by the audit are resolved, whichever is later. Records for non-expendable property acquired with funds under this contract shall be retained for three (3) years after final disposition of such property.

2. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by federal, state or local law. These records must also be made available to Treasury and/or representatives of the Comptroller General of the United States for audit, inspection or copying purposes during normal business hours as defined in Section 5I of this agreement.

I. AUDIT REQUIREMENTS

1. The Grantee shall, at its own expense, obtain and submit to the Township within three (3) months of the end of the Grantee's fiscal year an annual audit to assure proper accounting for the expenditure of SLFRF funds provided by the Township.
2. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the Township banning the Grantee from future participation in SLFRF programs.

J. NONPROFIT 501(c)(3) STATUS

1. The Grantee shall be a bona fide private nonprofit corporation, registered with the State of Michigan Secretary of State, which meets the qualifications established in Section 501(c) of the Internal Revenue Code of 1988 and is exempt from taxation under Subtitle A of the Internal Revenue Code.

K. IDENTIFICATION OF BOARD OF DIRECTORS

1. The Grantee shall file with the Township Clerk a current listing of its officers and directors (trustees), including the addresses of such persons.

SECTION 6: DISBURSEMENT OF FUNDS

- A. All SLFRF funds will be made in a single payment to Grantee.
- B. When the administrative requirements of this Agreement are met by the Grantee, payments will be made.
- C. The Grantee shall at all times maintain close communication with the Township with respect to Grantee's disbursements to insure all disbursements are eligible expenditures under the terms and conditions of this Agreement.

SECTION 7: PERMITS, LICENSES, CODES AND INSPECTIONS

- A. The Grantee shall comply with all applicable laws, ordinances, and codes of the local, state, and federal government. This shall include giving appropriate notice as required by the Township and obtaining, at the Grantee's own expense, all permits required for the performance of the services covered by this Agreement.
- B. Any and all property improvements performed under this Agreement must be inspected by Township staff.

SECTION 8: SUBCONTRACTS

- A. The Grantee shall insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Township along with documentation of the selection process upon request.
- B. The Grantee shall include all of the provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.
- C. The Grantee shall be as fully responsible to the Township for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by the subcontractors, as the Grantee is

for the acts and omissions of persons directly employed by the Grantee.

- D. Nothing contained in this Agreement shall create any contractual relationship between the Township and any subcontractor.
- E. The Grantee will monitor all subcontracted services on a regular basis to assure contract compliance. The Grantee shall communicate any deficiencies in subcontractor activities in writing to the subcontractor and the Township. Corrective action for any noted areas of subcontractor deficiency shall occur within thirty (30) days of the written notice unless a waiver is approved in writing by the Township. Actions taken to correct subcontractor deficiencies must be documented in program files.

SECTION 9: CITIZEN PARTICIPATION REQUIREMENTS

The Grantee shall encourage citizens to submit views and proposals regarding the planning, implementation, and evaluation of the Grantee's program.

SECTION 10: CIVIL RIGHTS PROVISIONS

A. Nondiscrimination in the Provision of Services

The Grantee agrees that no person shall, on the grounds of race, religion, color, national origin, sex, age, handicapped condition, ancestry, family status or veterans status be excluded from participation in, be denied the benefit of, or be subjected to, discrimination in its program or any aspects of this Agreement. The Grantee shall comply with all existing Federal, State, and local laws, rules and regulations regarding equal opportunity and nondiscrimination, affirmative action procedures, fair housing, and laws, rules and regulations regarding the prescribed use of SLFRF funds. These laws, rules, and regulations include, but are not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended,
2. Title VIII of the Civil Rights Act of 1968, as amended,
3. Section 109 of Title I of the Housing and Community Development Act of 1974,
4. Section 504 of the Rehabilitation Act of 1973,
5. The Americans with Disabilities Act of 1990, and
6. The Age Discrimination Act of 1975.

B. Nondiscrimination in Employment

The Grantee agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicapped condition, national origin, ancestry, veteran's status, or family status. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, handicapped condition, national origin, ancestry, veteran's status, or family status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

C. Documentation

The Grantee shall maintain sufficient program and fiscal records to document that, under all aspects of this Agreement, the Grantee has acted in a manner which is in full compliance with the provisions of this Section where such provisions are applicable to this project. Such records shall at all times remain open to inspection by the Township, Treasury, or the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with the provisions of this Section.

SECTION 11: AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT PROVISIONS

A. Affirmative Action Plan

The Grantee shall, prior to receiving funds under this Agreement, have either an Affirmative Action Program that is currently certified by the Township, or have executed a Letter of Agreement obligating said Grantee to complete a certified Affirmative Action Plan within the time specified by such Letter of Agreement.

B. Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Firms

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken by the Grantee to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include, but not be limited to, the following:
 - a. Including qualified small and minority businesses on solicitation lists.
 - b. Assuring that small and minority businesses are solicited whenever they are potential sources.
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses.
 - e. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1d above.
2. The Grantee shall take similar, appropriate affirmative action in support of women's business enterprises.
3. Grantee is encouraged to procure goods and services from labor surplus areas.

C. EEO/AA Statement

The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Beneficiary, state that it is an Equal Opportunity or Affirmative Action employer.

D. Notification

1. The Grantee agrees to post in conspicuous places, available to employees, and applicants for employment or training, notices to be provided by the Township setting forth the provisions of this Section.
2. The Grantee will send to each labor union or representation of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Township advising the said labor union or workers' representatives of the Grantee's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

F. Subcontract Provisions

The Grantee will include the Civil Rights Provisions and Affirmative Action and Equal Opportunity Provisions in every subcontract or purchase order under this Agreement, either specifically or by reference so that such provisions will be binding upon each subcontractor or vendor.

SECTION 12: SOLE SOURCE OF FUNDS

The sole source of funding from the Township for payment of services performed under this Agreement is the SLFRF provided to the Township by Treasury. The Grantee agrees that in the event that the SLFRF is reduced or withheld by Treasury, the Township shall not be liable for payment from Township funds other than the SLFRF Program, and the Grantee further agrees the maximum sum payable under this Agreement may be reduced by the Township.

The Grantee expressly understands and agrees that all rights, demands and claims to compensation arising under this Agreement shall be conditioned and contingent upon receipt of such funds by the Township. In the event that such funds are not received by the Township for any reason, the Grantee expressly agrees and covenants to hold and save harmless the Township or its agents or employees from any costs, expenses, liabilities, or obligations arising from the claims of any person or persons for any cost they have incurred or claim to have incurred by reason of subcontract or sub-agreement with the Grantee.

SECTION 13: TOWNSHIP OBLIGATIONS AND LIMITATIONS

It is expressly understood by the Grantee that the Township's total commitment to activities covered in this Agreement is not to exceed **Eight Thousand Five Hundred dollars (\$8,500.00)**, and that the Township has no obligation to complete the activities proposed in Attachment A or to provide any additional funding or services from any source for said activities.

SECTION 14: INDEMNITY AND HOLD HARMLESS PROVISIONS

- A. The Township and Grantee acknowledge that the Beneficiary is an independent contractor in all of the Grantee activities and that in the course of such activities, at no time do the Grantee, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of Grantee become the agents of the Township for any purpose, and at no time shall the Township become liable in any manner whatever for any of the actions or activities of the Grantee, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Grantee.

In the event any person shall undertake to hold the Township liable for any conduct or activities of the Grantee, its officers, directors (trustees), members, employees, volunteers, or other person acting on behalf of the Grantee, the Grantee expressly agrees to hold the Township harmless of and from any such liability.

- B. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Township and the Grantee. The Township shall be exempt from payment of all employee benefits including Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance on behalf of the Grantee. If any portion of the Grantee's SLFRF allocation under this Agreement is used to pay employee benefit costs, the Grantee is still wholly responsible for payment of these costs and settlement of any claims resulting from its actions.

SECTION 15: CONTRACT DURATION AND TERMINATION PROVISION

- A. This Agreement shall become effective **April 18, 2023**.
- B. The Scope of Services, as stated in Section 4 of this Agreement must be completed within twelve (12) consecutive months of the effective date of this Agreement unless an extension is approved in writing by the Township. The Grantee may request an extension of the grant period in writing from the Township Manager.
- C. This Agreement may be terminated by the Township for failure to comply with the terms of the Agreement upon fifteen (15) days written notice to the Grantee.
- D. The Grantee's obligation to the Township shall not end until all close-out requirements are completed. Close-out activities shall include, but not be limited to, making final payments, and determining the custodianship of records.
- G. If a contract is terminated, canceled or suspended according to the provisions of this Section, the Grantee shall have no claims for damages against the Township on account of cancellation or suspension or declaration of ineligibility.

SECTION 16: REVERSION OF ASSETS

The Grantee shall also ensure that in the event that any real or personal property purchased under this Agreement is sold within one year after execution of this Agreement, any income from the sale shall be returned to the Township within ten (10) days of sale. In the event that the balance of funds held in the Grantee's SLFRF Account is not sufficient to repay SLFRF funds received by Grantee, the Grantee must provide a written explanation to the Township at least twenty (20) working days prior to closing of a transaction.

SECTION 17: MODIFICATION AND RENEGOTIATION

- A. This Agreement will be subject to modification and/or renegotiation to conform with any changes caused by amendments or revisions in Federal laws and regulations. This Agreement may also be modified to reflect changes in funding amounts or other grant conditions related to the use of SLFRF funds.
- B. The Township or the Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Township Board and the Grantee's Board of Directors. Such amendments shall not invalidate this Agreement, nor relieve or release the Township or the Grantee from its obligations under this Agreement.

SECTION 18: CONFLICT OF INTEREST

A. Compliance

The Grantee agrees to abide by federal, state and local provisions with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Grantee further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Grantee hereunder.

No person(s) who exercise or have exercised any functions or responsibilities with respect to activities assisted with SLFRF funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

B. Persons Covered by this Policy

Persons covered by these conflict of interest provisions include:

- 1. All employees of the Grantee and their families, including spouses, minor children and other relatives who are residents of their household.
- 2. All members of the Grantee's Board of Directors, and their families, including spouses, minor children and other relatives who are residents of their households.
- 3. All agents, officers, consultants, elected or appointed officials, or any persons who exercise any functions or responsibilities with respect to the activities assisted under this Agreement or who are in a position to participate in a decision-making process affecting the activities covered under this Agreement.

C. Conflicts Prohibited

- 1. Except for approved eligible administrative or personnel costs, no persons covered under this Section may gain a financial interest or benefit from the activities covered under this Agreement, or have an interest in or share in the proceeds of any subcontract thereunder.

2. No person covered by this Section shall participate in selection of a vendor, contractor, or firm to be compensated under this Agreement if he/she, members of his/her immediate family, his/her partners or business affiliates, or an organization which employs or is about to employ any of the above have a financial or other interest in the selected firm, vendor, or contractor.
3. Persons covered by this Section shall neither solicit nor accept gratuities, favors or anything of monetary value from actual or potential contractors, firms, or vendors. The only exceptions shall be:
 - a. Acceptance of food or refreshment of nominal value on infrequent occasions in the ordinary course of a luncheon or dinner meeting or other meeting, or in the normal course of such covered person's assigned duties when such covered person is properly in attendance;
 - b. Acceptance of a loan from a bank or other financial institution on customary terms to finance usual activities of such covered person;
 - c. Acceptance of unsolicited advertising or promotional materials, such as pens, pencils, calendars, or other items of nominal value.

D. Exceptions

1. In some cases, an exception to the prohibition described in paragraph C, above, may serve to further the purposes of the SLFRF Program and the effective and efficient administration of this Agreement. A waiver of the Conflict of Interest provisions may be granted only by the Township. The Grantee shall submit a written request for such a waiver to the Township Manager.
2. Requests for waivers shall include the following information:
 - a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made;
 - b. A description of factors that warrant an exception from the Conflict of Interest Policy. Such factors should include:
 - (1) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
 - (2) Whether the interest or benefit was present before the affected person was in a position to participate in the decision-making process or gain inside information with regard to activities, or to obtain a personal or financial interest or benefit from the activity, or to exercise any function or responsibility in regard to the activity in question;
 - (3) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - (4) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available; and
 - (5) Any other relevant considerations.

SECTION 19: COPYRIGHTS AND PATENTS

If this Agreement results in a book or other copyrightable materials or patentable materials, the Grantee may copyright or patent such, but the Township and the United States Government reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use such materials and to authorize others to do so.

SECTION 20: NOTIFICATION

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been served as of the postmark appearing upon the envelope if sent by the United States mail, at the address listed below, or upon the actual date of delivery if hand delivered to the address listed below. Either party may change the below listed address at which one receives written notices by so notifying the other party hereto in writing.

ADDRESS OF TOWNSHIP

Robert M. West
Hartland Township
2655 Clark Rd
Hartland, MI 48353

ADDRESS OF GRANTEE

Brian Crouse
Hartland Area Project
9840 Crouse Road
Howell, MI 48855

SECTION 21: OTHER FEDERAL, STATE, AND LOCALLY MANDATED PROVISIONS

A. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

1. No elected federal, state or local official shall be admitted to any share or part of this Agreement or to any benefit to arise from the same greater than all other private citizens.
2. No officer, employee, or member of the governing body of the Township who exercises any function or responsibilities in connection with the carrying out of the project to which this contract pertains shall have any private interest, direct or indirect, in this contract.

B. DRUG-FREE WORK PLACE PROVISION

The Grantee certifies to provide for a drug-free work place in conformance with the Drug-Free Workplace Act of 1988. This includes the administration of a policy designed to ensure that all program work areas are free from the illegal use, possession or distribution of drugs or alcohol by its employees, volunteers, or program beneficiaries.

C. ANTI-LOBBYING PROVISION

The Grantee certifies that, to the best of its knowledge and belief,

1. No Federal appropriated funds shall be used by Grantee for publicity or propaganda purposes designed to support or defeat legislation pending before a Federal, State, or local government.
2. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Township, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. If any funds other than Federal appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee must notify the Township.
4. The Grantee shall require that the language of this certification be included in the award of documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

D. POLITICAL ACTIVITY PROVISION (HATCH ACT)

The Grantee agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, lobbying, or to further the election or defeat of any candidate for public office.

E. PROHIBITION AGAINST SECTARIAN OR RELIGIOUS ACTIVITY

The Grantee agrees that funds provided under this Agreement will not be used for sectarian or religious activities, to promote sectarian or religious interests, or for the benefit of a sectarian or religious organization.

F. BUY USA

Grantee should, to the greatest extent practicable , provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

SECTION 22: PARTIAL INVALIDITY

Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or enforceable any other section or any part of any section in this Agreement.

SECTION 23: NO THIRD-PARTY RIGHTS

Nothing in this agreement shall be construed to constitute or create rights in any person, firm or other entity against the parties hereto (as third-party beneficiaries or otherwise) or to create obligations or responsibilities of the Township or the Grantee to such third parties, or to permit anyone other than the Township and the Grantee to rely upon the agreements herein contained. The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the Township.

SECTION 24: ALL TERMS AND CONDITIONS ARE INCLUDED IN CONTRACT

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference, including Attachments A, B, and C and referenced federal regulations, are made wholly a part of this Agreement as if incorporated herein. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto and hereinafter set their hands and seals on the day and year hereinabove written.

TOWNSHIP OF HARTLAND, MICHIGAN

BY:

BY:

Bill Fountain, Township Supervisor

Name
President

ATTEST:

WITNESS:

Larry Ciofu, Township Clerk

Name
Secretary



American Rescue Plan Act Project Funding Application

Hartland Township is pleased to provide an opportunity for financial assistance through the Township American Rescue Plan Act (ARPA) funding for non-profit civic community organizations operating and offering benefit within Hartland Township. The intent of the opportunity remains to maximize and diversify the Hartland Township ARPA funding.

Please understand Hartland Township's Administrative Committee will review all ARPA Project Funding Applications prior to determining whether they will support the described project. Please take the time and effort to explain to them how your project will benefit the community in detail. The quality of information provided can impact the Hartland Township Administrative Committee's decision to approve or deny funding.

PROJECT NAME: Hartland Area Project Website Rebuild and Roll out

ORGANIZATION NAME: Hartland Area Project

ADDRESS: 9840 Crouse Road, Howell, MI 48855

PROJECT CONTACT: Brian Crouse

PHONE NUMBER: 810-623-8742

E-MAIL: crousebr@waldenwoods.com

PROJECT START DATE: 3/1/23

PROJECT END DATE: 8/1/23

Submit completed applications to:
 Robert West, Hartland Township Manager
 Email: rwest@hartlandtwp.com
 Mail: 2655 Clark Rd
 Hartland, MI 48353
 517-861-7889



American Rescue Plan Act Project Funding Application

1. Provide a detailed description of project (if necessary, attach separate pages):

The Hartland Area Project Inc was setup as a 501c3 in 2021 to further the original Hartland Area Project established in 1929. Unfortunately, the original project was not set up with the IRS as a tax free entity so the foundation has not been able to grow and increase community participation. We are working to develop our website to improve community access to both participate and contribute in the philanthropic efforts to enhance the local community.

2. How does the proposed project benefit the community?

The website will serve as a primary vehicle for interacting with the community. Given the Hartland Area Project was founded on the principle of collaboration, improving communication with the community will facilitate increased participation, reach and impact.

3. Who will facilitate and complete the proposed project?

This project will be completed by our web designer, CPS and with input from the Heartland Foundation and Hartland Consolidated School Foundation boards.

4. If benefits of this project will aid or involve other organizations, please describe and list:

This project will involve the Heartland Foundation and Hartland Consolidated School Foundations.



American Rescue Plan Act Project Funding Application

5. Additional Information:

Our current website is at www.hartlandareaproject.org

Please provide supporting documentation that aligns with the budgetary information. Supporting documentation may consist of quotes, bids, invoices, purchase orders, sales agreements, board/commission meeting minutes, or other documents that provide additional information about the project described and the budget associated with that project. Funding requests are limited to \$7,500.00 per application. Approved application will require designated vendor and/or contractor to issue payment. ARPA guidelines prevent Hartland Township from issuing funds directly to the community organization, yet the Township can issue direct payments to the vendors and/or contractors.

TOTAL PROJECT COST: \$8,500

OTHER FUNDING SOURCE(S): \$1000 Waldenwoods

TOTAL FROM OTHER SOURCE(S): \$1000

HARTLAND TOWNSHIP FUNDS REQUESTED: \$7500

Please provide the vendor and/or contractor funding should be issued to for project completion.

Creative Programs and Systems

SIGNATURE OF APPLICANT:

Brian Crouse

DATE:

2/10/23

PRINTED NAME:

Brian Crouse

TITLE:

*Director / Manager
Board Member*



American Rescue Plan Act Project Funding Application

Please contact Robert West, Township Manager with any questions or comments regarding the application at rwesf@hartlandtwp.com or directly at 517-861-7889



CREATIVE PROGRAMS & SYSTEMS

PROFESSIONAL PEOPLE. PROFESSIONAL RESULTS.

810-224-5252

5865 Whitmore Lake Rd., Suite 2
Brighton, MI 48116

sales@cpsmi.com | www.cpsmi.com

Agreement # 27127

This estimate/agreement is with Client listed to the right and Creative Programs and Systems (CPS). This is an open-ended agreement with no set termination time.

Hartland Area Project

Contact: Brian Crouse

Phone:

Email: crousebr@waldenwoods.com

Scope of Work

Custom website with the following attributes:

- Rebranding and rebuilding of HAP website.
- Mobile responsive design and ease of navigation.
- Developed in WordPress.
- Focus on community functions.
- Ability to donate funds, recurring donations, etc.
- Charities can sign up and post community service/help wanted events
- Project section to advertise whats going on
- Home/Vision setup to promote community growth
- Training on use WordPress, updating and editing of pages.

Customer to provide all images, CPS may use royalty free images, customer must purchase any licensed images.

All pages coded with on-site SEO optimization, W3C compliance, and attention to programming detail.

Customer will be provided all website code and will be provided a copy upon request after final payment is received.

Proposed Production Schedule

Description	Qty	Amount	Total
Website cost not to exceed	1	\$7,500.00	\$7,500.00
Michigan Sales Tax			\$0.00
Agreement Total Cost			\$7,500.00

All dates are estimated from the time CPS receives the deposit.

Standard Rates

These are standard rates CPS charges per hour as of this agreement. CPS reserves the right to change or alter these rates at anytime without notice.

Consulting (Internet or Networking)	\$135.00
Website Development/Graphic Design	\$135.00
SEO / SEM Development	\$135.00
Software / Database Engineering	\$135.00

Acceptance of Agreement

By signing below, you are stating you are aware of and agree to our policies, and terms and conditions which may be amended from time to time. View our policies at <http://www.cpsmi.com/policies>, or posted in our store, or available via printout by request and attached to this Agreement.

CPS Signature/Date

Client Signature/Date

Creative Programs and Systems

810-224-5252

www.cpsmi.com

ATTACHMENT B

TOWNSHIP OF HARTLAND, MICHIGAN
SLFRF INVESTMENT PARTNERSHIPS PROGRAM

CERTIFICATION OF LEGAL AUTHORITY TO EXECUTE THIS

AGREEMENT

The Grantee, hereby assures and certifies that:

- (a) It possesses legal authority to execute the attached agreement and provide the proposed program services agreed to.
- (b) Its governing body has duly agreed to and officially acted by a resolution, motion or similar action to authorize the execution of this Agreement, including all understandings and assurances contained herein. The governing body further authorizes the person identified as the official representative of the Grantee to act in connection with the agreement and to provide such additional service information as may be required.

Name and Title

ATTACHMENT C

TOWNSHIP OF HARTLAND,
MICHIGAN
SLFRF PROGRAM

CERTIFICATION TO COMPLY WITH ALL APPLICABLE FEDERAL REGULATIONS

The Grantee hereby assures and certifies to comply with all applicable laws and regulations relating to the SLFRF Program and all civil rights laws.

The Grantee further understands that the Township shall hold it responsible for knowledge and proper application of these laws and regulations. If, under any circumstances, the Grantee requires clarification of these laws or regulations, it shall be the Grantee's responsibility to contact the Township or the U.S. Department of Treasury.

The Grantee acknowledges that it cannot be absolved of its responsibilities under these laws or regulations by claiming lack of access, knowledge, or understanding thereof.

Name and Title

**AMERICAN RESCUE PLAN ACT (ARPA) COMMUNITY PROJECT
FUNDING AGREEMENT BETWEEN THE TOWNSHIP OF HARTLAND
AND **HARTLAND AREA HISTORICAL SOCIETY****

THIS AGREEMENT, entered into **this 4th day of April, 2023**, by and between the Township of Hartland, Michigan, a municipal corporation, ("Township"), and **Hartland Area Historical Society** ("Grantee")

WHEREAS, the Township is the recipient of funds from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program as established pursuant to the American Recovery Plan Amendments of 2021 ("ARPA"); and

WHEREAS, the Township desires to use some of these funds on community programs and services that address or mitigate the impacts of COVID-19; and

WHEREAS, under the provisions of the ARPA, the Township is required to report to the U.S. Department of Treasury the use of ARPA funds both by the Township and by any grantee, as specified by the ARPA Program.

NOW, THEREFORE, the parties mutually agree as follows:

SECTION 1: REFERENCES

- A. **"Application"** refers to the Grantee's application to the Township for funding under the SLFRF Program; contained in Attachment A.
- B. **"CFR"** refers to the Code of Federal Regulations.
- C. **"Grantee"** refers to an individual or organization, e.g., civic organization, non-profit, etc that is a beneficiary of a community projects program established by the Township using payments from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program as established pursuant to the American Recovery Plan Amendments of 2021 ("ARPA").
- D. **"Recipient"** refers to the Township of Hartland. **"Resolution"** refers to the resolution dated April 18, 2023, by the Township Board of the Township of Hartland authorizing execution of this Agreement and/or payment of SLFRF funds to the Grantee.
- E. **"Township"** refers to the Township of Hartland.
- F. **"Treasury"** refers to the United States Department of Treasury.

SECTION 2: CONTRACT DOCUMENTS

The contract documents consist of this Agreement, an Application for SLFRF funding contained in Attachment A, Certification of Legal Authority contained in Attachment B, and Certification to Comply with All Applicable Federal Regulations contained in Attachment C.

The information contained in Attachments A, B, and C as stated and incorporated by reference shall be considered fully a part of this Agreement and shall be fully binding upon the Township and the Grantee for purposes of this Agreement.

SECTION 3: AMOUNT AND SOURCES OF FUNDS

A grant of **\$8,030.00 (Dollars)**, from the Township's SLFRF funds is awarded to the Grantee for the capital appropriation subject to the terms and conditions of this Agreement, as more fully described in Attachment A.

In the event that Treasury determines that the Township or Grantee have not fulfilled their obligation under the SLFRF requirements, or the Township determines that the Grantee has not fulfilled its obligation under the SLFRF requirements and/or Treasury or the Township demands reimbursement of expenses paid under this Agreement, the Grantee shall provide said reimbursement from non-federal sources within ten days of said notice. The Grantee further acknowledges that this Agreement is necessary to comply with the requirements of SLFRF Program, which is the source of funds provided under this Agreement; and agrees that it will comply with, and will require all subcontractors, subgrantees and assigns to comply with all terms and conditions of SLFRF and this Agreement, as they may be amended from time to time. It shall be the Grantee's responsibility to ensure that it has the latest version of all applicable laws and regulations in its possession so as to be able to comply with their provisions.

SECTION 4: SCOPE OF SERVICES

Grantee will provide those activities described in Attachment A. The Grantee further agrees to the audit requirements in Section 5 of this Agreement.

SECTION 5: ADMINISTRATIVE REQUIREMENTS

A. EXPENDITURE OF FUNDS

The Grantee will expend funds in strict accordance with the purposes described in the application contained in Attachment A, and in strict accordance with the provisions of the SLFRF Program, as amended. The Grantee agrees to utilize the federal funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. COMPLIANCE WITH ALL APPLICABLE FEDERAL REGULATIONS

The Grantee agrees to comply with all provisions of the SLFRF Program, as amended, and all federal regulations and policies issued pursuant to these regulations. All applicable regulations whether stated herein or incorporated by reference, are hereby made wholly a part of this Agreement, and shall be binding on the Grantee.

C. FINANCIAL MANAGEMENT

1. The Grantee agrees to comply with SLFRF requirements and agrees to adhere to the accounting principles and procedures required therein. The Grantee further agrees to utilize adequate internal controls and maintain necessary source documentation for all costs incurred.
2. The Grantee shall administer its program in conformance with SLFRF requirements for all costs incurred whether charged on a direct or indirect basis.

D. PROCUREMENT PROCEDURE

1. In the procurement of materials, supplies and services necessary to perform the scope of services under this Agreement, the Grantee shall, insofar as practical, seek price quotations from at least three providers. Award shall be made to the provider offering the lowest acceptable quotation. The Grantee shall duly record the date and amount of such quotations and retain these records in its files.
2. The Grantee shall maintain an inventory of all non-expendable personal property as defined in Section 5F of this Agreement.

E. PROGRAM PROPERTY

1. Title to all equipment acquired with funds made available through this Agreement shall remain vested in the Grantee.
2. The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved, or sold using funds received under this Agreement, if applicable.

F. DOCUMENTATION AND RECORDKEEPING

1. The Grantee will collect and have on file records which demonstrate that the Grantee has complied with all regulations, laws, and requirements governing the use of SLFRF funds. The Grantee shall maintain all records required by the SLFRF Program and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken with SLFRF funds;
 - b. Records demonstrating that each activity undertaken meets one of the Objectives of the SLFRF Program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with SLFRF assistance (if applicable);
 - e. Records that demonstrate that each project meets the property standards;
 - f. Records that demonstrate compliance with the requirements of the SLFRF Program;
 - g. Financial records as required by SLFRF Program; and
 - h. Other records necessary to document compliance with the SLFRF Program.
2. The Grantee shall maintain records that adequately identify the source and application of SLFRF funds received under this Agreement. These records shall contain information pertaining to fund obligations, unobligated balances, assets, liabilities, outlays, and income, if any.
3. The Grantee will comply with any additional documentation requirements or subsequent agreements between the Township and the U.S. Department of Treasury for the conduct of activities under the SLFRF Investment Partnership Program.

G. ACCESS TO RECORDS

1. The Grantee will make available files and records of activities related to this Agreement to representatives of the Township and its designees, the Township's Independent Auditor, and officials of the U. S. Department of Treasury.
2. The Township, the Federal grantor agency, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee which are directly pertinent to this specific Agreement, for the purpose of making audit, examination, excerpts and transcriptions.

H. RECORDS RETENTION

1. The Grantee shall retain all records pertaining to this Agreement, including but not limited to financial, statistical, property and programmatic records, for a period of five (5) years after the Agreement expires or is terminated. All records, however, that are subject to audit findings shall be retained for three (3) years in the manner prescribed above or until an ongoing audit is completed

and all issues raised by the audit are resolved, whichever is later. Records for non-expendable property acquired with funds under this contract shall be retained for three (3) years after final disposition of such property.

2. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by federal, state or local law. These records must also be made available to Treasury and/or representatives of the Comptroller General of the United States for audit, inspection or copying purposes during normal business hours as defined in Section 5I of this agreement.

I. AUDIT REQUIREMENTS

1. The Grantee shall, at its own expense, obtain and submit to the Township within three (3) months of the end of the Grantee's fiscal year an annual audit to assure proper accounting for the expenditure of SLFRF funds provided by the Township.
2. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the Township banning the Grantee from future participation in SLFRF programs.

J. NONPROFIT 501(c)(3) STATUS

1. The Grantee shall be a bona fide private nonprofit corporation, registered with the State of Michigan Secretary of State, which meets the qualifications established in Section 501(c) of the Internal Revenue Code of 1988 and is exempt from taxation under Subtitle A of the Internal Revenue Code.

K. IDENTIFICATION OF BOARD OF DIRECTORS

1. The Grantee shall file with the Township Clerk a current listing of its officers and directors (trustees), including the addresses of such persons.

SECTION 6: DISBURSEMENT OF FUNDS

- A. All SLFRF funds will be made in a single payment to Grantee.
- B. When the administrative requirements of this Agreement are met by the Grantee, payments will be made.
- C. The Grantee shall at all times maintain close communication with the Township with respect to Grantee's disbursements to insure all disbursements are eligible expenditures under the terms and conditions of this Agreement.

SECTION 7: PERMITS, LICENSES, CODES AND INSPECTIONS

- A. The Grantee shall comply with all applicable laws, ordinances, and codes of the local, state, and federal government. This shall include giving appropriate notice as required by the Township and obtaining, at the Grantee's own expense, all permits required for the performance of the services covered by this Agreement.
- B. Any and all property improvements performed under this Agreement must be inspected by Township staff.

SECTION 8: SUBCONTRACTS

- A. The Grantee shall insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Township along with documentation of the selection process upon request.
- B. The Grantee shall include all of the provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.
- C. The Grantee shall be as fully responsible to the Township for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by the subcontractors, as the Grantee is

for the acts and omissions of persons directly employed by the Grantee.

- D. Nothing contained in this Agreement shall create any contractual relationship between the Township and any subcontractor.
- E. The Grantee will monitor all subcontracted services on a regular basis to assure contract compliance. The Grantee shall communicate any deficiencies in subcontractor activities in writing to the subcontractor and the Township. Corrective action for any noted areas of subcontractor deficiency shall occur within thirty (30) days of the written notice unless a waiver is approved in writing by the Township. Actions taken to correct subcontractor deficiencies must be documented in program files.

SECTION 9: CITIZEN PARTICIPATION REQUIREMENTS

The Grantee shall encourage citizens to submit views and proposals regarding the planning, implementation, and evaluation of the Grantee's program.

SECTION 10: CIVIL RIGHTS PROVISIONS

A. Nondiscrimination in the Provision of Services

The Grantee agrees that no person shall, on the grounds of race, religion, color, national origin, sex, age, handicapped condition, ancestry, family status or veterans status be excluded from participation in, be denied the benefit of, or be subjected to, discrimination in its program or any aspects of this Agreement. The Grantee shall comply with all existing Federal, State, and local laws, rules and regulations regarding equal opportunity and nondiscrimination, affirmative action procedures, fair housing, and laws, rules and regulations regarding the prescribed use of SLFRF funds. These laws, rules, and regulations include, but are not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended,
2. Title VIII of the Civil Rights Act of 1968, as amended,
3. Section 109 of Title I of the Housing and Community Development Act of 1974,
4. Section 504 of the Rehabilitation Act of 1973,
5. The Americans with Disabilities Act of 1990, and
6. The Age Discrimination Act of 1975.

B. Nondiscrimination in Employment

The Grantee agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicapped condition, national origin, ancestry, veteran's status, or family status. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, handicapped condition, national origin, ancestry, veteran's status, or family status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

C. Documentation

The Grantee shall maintain sufficient program and fiscal records to document that, under all aspects of this Agreement, the Grantee has acted in a manner which is in full compliance with the provisions of this Section where such provisions are applicable to this project. Such records shall at all times remain open to inspection by the Township, Treasury, or the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with the provisions of this Section.

SECTION 11: AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT PROVISIONS

A. Affirmative Action Plan

The Grantee shall, prior to receiving funds under this Agreement, have either an Affirmative Action Program that is currently certified by the Township, or have executed a Letter of Agreement obligating said Grantee to complete a certified Affirmative Action Plan within the time specified by such Letter of Agreement.

B. Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Firms

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken by the Grantee to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include, but not be limited to, the following:
 - a. Including qualified small and minority businesses on solicitation lists.
 - b. Assuring that small and minority businesses are solicited whenever they are potential sources.
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses.
 - e. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1d above.
2. The Grantee shall take similar, appropriate affirmative action in support of women's business enterprises.
3. Grantee is encouraged to procure goods and services from labor surplus areas.

C. EEO/AA Statement

The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Beneficiary, state that it is an Equal Opportunity or Affirmative Action employer.

D. Notification

1. The Grantee agrees to post in conspicuous places, available to employees, and applicants for employment or training, notices to be provided by the Township setting forth the provisions of this Section.
2. The Grantee will send to each labor union or representation of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Township advising the said labor union or workers' representatives of the Grantee's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

F. Subcontract Provisions

The Grantee will include the Civil Rights Provisions and Affirmative Action and Equal Opportunity Provisions in every subcontract or purchase order under this Agreement, either specifically or by reference so that such provisions will be binding upon each subcontractor or vendor.

SECTION 12: SOLE SOURCE OF FUNDS

The sole source of funding from the Township for payment of services performed under this Agreement is the SLFRF provided to the Township by Treasury. The Grantee agrees that in the event that the SLFRF is reduced or withheld by Treasury, the Township shall not be liable for payment from Township funds other than the SLFRF Program, and the Grantee further agrees the maximum sum payable under this Agreement may be reduced by the Township.

The Grantee expressly understands and agrees that all rights, demands and claims to compensation arising under this Agreement shall be conditioned and contingent upon receipt of such funds by the Township. In the event that such funds are not received by the Township for any reason, the Grantee expressly agrees and covenants to hold and save harmless the Township or its agents or employees from any costs, expenses, liabilities, or obligations arising from the claims of any person or persons for any cost they have incurred or claim to have incurred by reason of subcontract or sub-agreement with the Grantee.

SECTION 13: TOWNSHIP OBLIGATIONS AND LIMITATIONS

It is expressly understood by the Grantee that the Township's total commitment to activities covered in this Agreement is not to exceed **Eight Thousand Thirty dollars (\$8,030.00)**, and that the Township has no obligation to complete the activities proposed in Attachment A or to provide any additional funding or services from any source for said activities.

SECTION 14: INDEMNITY AND HOLD HARMLESS PROVISIONS

- A. The Township and Grantee acknowledge that the Beneficiary is an independent contractor in all of the Grantee activities and that in the course of such activities, at no time do the Grantee, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of Grantee become the agents of the Township for any purpose, and at no time shall the Township become liable in any manner whatever for any of the actions or activities of the Grantee, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Grantee.

In the event any person shall undertake to hold the Township liable for any conduct or activities of the Grantee, its officers, directors (trustees), members, employees, volunteers, or other person acting on behalf of the Grantee, the Grantee expressly agrees to hold the Township harmless of and from any such liability.

- B. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Township and the Grantee. The Township shall be exempt from payment of all employee benefits including Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance on behalf of the Grantee. If any portion of the Grantee's SLFRF allocation under this Agreement is used to pay employee benefit costs, the Grantee is still wholly responsible for payment of these costs and settlement of any claims resulting from its actions.

SECTION 15: CONTRACT DURATION AND TERMINATION PROVISION

- A. This Agreement shall become effective **April 18, 2023**.
- B. The Scope of Services, as stated in Section 4 of this Agreement must be completed within twelve (12) consecutive months of the effective date of this Agreement unless an extension is approved in writing by the Township. The Grantee may request an extension of the grant period in writing from the Township Manager.
- C. This Agreement may be terminated by the Township for failure to comply with the terms of the Agreement upon fifteen (15) days written notice to the Grantee.
- D. The Grantee's obligation to the Township shall not end until all close-out requirements are completed. Close-out activities shall include, but not be limited to, making final payments, and determining the custodianship of records.
- G. If a contract is terminated, canceled or suspended according to the provisions of this Section, the Grantee shall have no claims for damages against the Township on account of cancellation or suspension or declaration of ineligibility.

SECTION 16: REVERSION OF ASSETS

The Grantee shall also ensure that in the event that any real or personal property purchased under this Agreement is sold within one year after execution of this Agreement, any income from the sale shall be returned to the Township within ten (10) days of sale. In the event that the balance of funds held in the Grantee's SLFRF Account is not sufficient to repay SLFRF funds received by Grantee, the Grantee must provide a written explanation to the Township at least twenty (20) working days prior to closing of a transaction.

SECTION 17: MODIFICATION AND RENEGOTIATION

- A. This Agreement will be subject to modification and/or renegotiation to conform with any changes caused by amendments or revisions in Federal laws and regulations. This Agreement may also be modified to reflect changes in funding amounts or other grant conditions related to the use of SLFRF funds.
- B. The Township or the Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Township Board and the Grantee's Board of Directors. Such amendments shall not invalidate this Agreement, nor relieve or release the Township or the Grantee from its obligations under this Agreement.

SECTION 18: CONFLICT OF INTEREST

A. Compliance

The Grantee agrees to abide by federal, state and local provisions with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Grantee further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Grantee hereunder.

No person(s) who exercise or have exercised any functions or responsibilities with respect to activities assisted with SLFRF funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

B. Persons Covered by this Policy

Persons covered by these conflict of interest provisions include:

- 1. All employees of the Grantee and their families, including spouses, minor children and other relatives who are residents of their household.
- 2. All members of the Grantee's Board of Directors, and their families, including spouses, minor children and other relatives who are residents of their households.
- 3. All agents, officers, consultants, elected or appointed officials, or any persons who exercise any functions or responsibilities with respect to the activities assisted under this Agreement or who are in a position to participate in a decision-making process affecting the activities covered under this Agreement.

C. Conflicts Prohibited

- 1. Except for approved eligible administrative or personnel costs, no persons covered under this Section may gain a financial interest or benefit from the activities covered under this Agreement, or have an interest in or share in the proceeds of any subcontract thereunder.

2. No person covered by this Section shall participate in selection of a vendor, contractor, or firm to be compensated under this Agreement if he/she, members of his/her immediate family, his/her partners or business affiliates, or an organization which employs or is about to employ any of the above have a financial or other interest in the selected firm, vendor, or contractor.
3. Persons covered by this Section shall neither solicit nor accept gratuities, favors or anything of monetary value from actual or potential contractors, firms, or vendors. The only exceptions shall be:
 - a. Acceptance of food or refreshment of nominal value on infrequent occasions in the ordinary course of a luncheon or dinner meeting or other meeting, or in the normal course of such covered person's assigned duties when such covered person is properly in attendance;
 - b. Acceptance of a loan from a bank or other financial institution on customary terms to finance usual activities of such covered person;
 - c. Acceptance of unsolicited advertising or promotional materials, such as pens, pencils, calendars, or other items of nominal value.

D. Exceptions

1. In some cases, an exception to the prohibition described in paragraph C, above, may serve to further the purposes of the SLFRF Program and the effective and efficient administration of this Agreement. A waiver of the Conflict of Interest provisions may be granted only by the Township. The Grantee shall submit a written request for such a waiver to the Township Manager.
2. Requests for waivers shall include the following information:
 - a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made:
 - b. A description of factors that warrant an exception from the Conflict of Interest Policy. Such factors should include:
 - (1) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
 - (2) Whether the interest or benefit was present before the affected person was in a position to participate in the decision-making process or gain inside information with regard to activities, or to obtain a personal or financial interest or benefit from the activity, or to exercise any function or responsibility in regard to the activity in question;
 - (3) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - (4) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available; and
 - (5) Any other relevant considerations.

SECTION 19: COPYRIGHTS AND PATENTS

If this Agreement results in a book or other copyrightable materials or patentable materials, the Grantee may copyright or patent such, but the Township and the United States Government reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use such materials and to authorize others to do so.

SECTION 20: NOTIFICATION

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been served as of the postmark appearing upon the envelope if sent by the United States mail, at the address listed below, or upon the actual date of delivery if hand delivered to the address listed below. Either party may change the below listed address at which one receives written notices by so notifying the other party hereto in writing.

ADDRESS OF TOWNSHIP

Robert M. West
Hartland Township
2655 Clark Rd
Hartland, MI 48353

ADDRESS OF GRANTEE

Tom Parshall
Hartland Area Historical Society
3503 Avon Street
Hartland, MI 48353

SECTION 21: OTHER FEDERAL, STATE, AND LOCALLY MANDATED PROVISIONS

A. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

1. No elected federal, state or local official shall be admitted to any share or part of this Agreement or to any benefit to arise from the same greater than all other private citizens.
2. No officer, employee, or member of the governing body of the Township who exercises any function or responsibilities in connection with the carrying out of the project to which this contract pertains shall have any private interest, direct or indirect, in this contract.

B. DRUG-FREE WORK PLACE PROVISION

The Grantee certifies to provide for a drug-free work place in conformance with the Drug-Free Workplace Act of 1988. This includes the administration of a policy designed to ensure that all program work areas are free from the illegal use, possession or distribution of drugs or alcohol by its employees, volunteers, or program beneficiaries.

C. ANTI-LOBBYING PROVISION

The Grantee certifies that, to the best of its knowledge and belief,

1. No Federal appropriated funds shall be used by Grantee for publicity or propaganda purposes designed to support or defeat legislation pending before a Federal, State, or local government.
2. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Township, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. If any funds other than Federal appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee must notify the Township.
4. The Grantee shall require that the language of this certification be included in the award of documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

D. POLITICAL ACTIVITY PROVISION (HATCH ACT)

The Grantee agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, lobbying, or to further the election or defeat of any candidate for public office.

E. PROHIBITION AGAINST SECTARIAN OR RELIGIOUS ACTIVITY

The Grantee agrees that funds provided under this Agreement will not be used for sectarian or religious activities, to promote sectarian or religious interests, or for the benefit of a sectarian or religious organization.

F. BUY USA

Grantee should, to the greatest extent practicable , provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

SECTION 22: PARTIAL INVALIDITY

Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or enforceable any other section or any part of any section in this Agreement.

SECTION 23: NO THIRD-PARTY RIGHTS

Nothing in this agreement shall be construed to constitute or create rights in any person, firm or other entity against the parties hereto (as third-party beneficiaries or otherwise) or to create obligations or responsibilities of the Township or the Grantee to such third parties, or to permit anyone other than the Township and the Grantee to rely upon the agreements herein contained. The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the Township.

SECTION 24: ALL TERMS AND CONDITIONS ARE INCLUDED IN CONTRACT

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference, including Attachments A, B, and C and referenced federal regulations, are made wholly a part of this Agreement as if incorporated herein. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto and hereinafter set their hands and seals on the day and year hereinabove written.

TOWNSHIP OF HARTLAND, MICHIGAN

BY:

BY:

Bill Fountain, Township Supervisor

Name
President

ATTEST:

WITNESS:

Larry Ciofu, Township Clerk

Name
Secretary



American Rescue Plan Act Project Funding Application

Hartland Township is pleased to provide an opportunity for financial assistance through the Township American Rescue Plan Act (ARPA) funding for non-profit civic community organizations operating and offering benefit within Hartland Township. The intent of the opportunity remains to maximize and diversify the Hartland Township ARPA funding.

Please understand Hartland Township's Administrative Committee will review all ARPA Project Funding Applications prior to determining whether they will support the described project. Please take the time and effort to explain to them how your project will benefit the community in detail. The quality of information provided can impact the Hartland Township Administrative Committee's decision to approve or deny funding.

PROJECT NAME:Dearing Museum Digital Transformation Project

ORGANIZATION NAME:Hartland Area Historical Society

ADDRESS:3503 Avon St, Hartland, MI 48353

PROJECT CONTACT:Tom Parshall

PHONE NUMBER: 810-333-6947

E-MAIL: HAHS.PREZ@gmail.com

PROJECT START DATE: 01/11/2023

PROJECT END DATE:06/30/2023

Submit completed applications to:
Robert West, Hartland Township Manager
Email: rwest@hartlandtwp.com
Mail: 2655 Clark Rd
Hartland, MI 48353
517-861-7889



American Rescue Plan Act Project Funding Application

1. Provide a detailed description of project (if necessary, attach separate pages):

While the Hartland Historical Society's Dearing Museum houses significant historical items for the Hartland Community, the operational infrastructure that allows a modern museum to operate is seriously lacking putting much of these treasures at risk and making them less accessible to its residents. This project will address issues of 1) Access Management 2) Building & Artifact Security and 3) Computer Network and Database Connectivity through an integrated network solution that provides access controls, security cameras, and network management. Additionally, completion of this network solution will allow the recently upgraded museum database management software to create digital collections that will be publicly searchable and to further manage those individual relationships with members and donors. When completed, this project will allow us to modernize the Dearing Museum and reach a more diverse group of residents by making our resources more readily available to the Hartland community.

2. How does the proposed project benefit the community?

Project will allow community and members to access the Collections database of the Florence B. Dearing Museum from the Internet for historical research, genealogy research and connectivity to other museum database products remotely.

3. Who will facilitate and complete the proposed project?

The Board of directors and membership will manage the project with local vendors providing technical assistance and the necessary hardware and software.

4. If benefits of this project will aid or involve other organizations, please describe and list:

This project will connect the Dearing Museum to other accredited Museums and Educational organizations so they can search our collection for items available for loan or research projects. The project will also allow our database to connect bidirectionally to the (AAT) website at Getty EDU , (ULAN website at Getty EDU research and the Library of Congress Online Catalog Website. These database connections would benefit all U.S. citizens and organizations wanting to search our databases for items of interest for research and possible loan to other accredited organizations therefore taking our collection national.

5. Additional Information:

The Florance B. Dearing Museum is an accredited museum our collection is of national historic interest. The Museum / Collection, the building (a Michigan historic site and historic building with marker) and former town hall is maintained by the Hartland Area Historical Society.

This project will allow the Historical Society to utilize 21 century management, development and cataloging software and systems that will help us develop a more automatic management



American Rescue Plan Act Project Funding Application

structure and leverage the marketability of the museum, origination and the Hartland village area.

Copy of meeting minuetts showing support of this project.

Please provide supporting documentation that aligns with the budgetary information. Supporting documentation may consist of quotes, bids, invoices, purchase orders, sales agreements, board/commission meeting minutes, or other documents that provide additional information about the project described and the budget associated with that project. Funding requests are limited to \$7,500.00 per application. Approved application will require designated vendor and/or contractor to issue payment. ARPA guidelines prevent Hartland Township from issuing funds directly to the community organization, yet the Township can issue direct payments to the vendors and/or contractors.

TOTAL PROJECT COST: \$8000.00

OTHER FUNDING SOURCE(S): Donation by vendor (IMC)

TOTAL FROM OTHER SOURCE(S): \$500.00

HARTLAND TOWNSHIP FUNDS REQUESTED: \$7500.00

Please provide the vendor and/or contractor funding should be issued to for project completion.

SIGNATURE OF APPLICANT:

DATE:

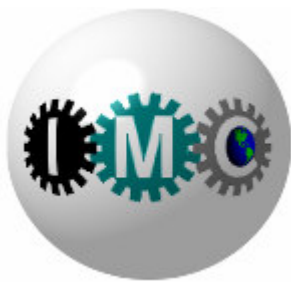
PRINTED NAME: Tom Parshall

TITLE:



American Rescue Plan Act Project Funding Application

Please contact Robert West, Township Manager with any questions or comments regarding the application at rwest@hartlandtwp.com or directly at 517-861-7889



I.M.C. L.L.C.
P.O.B. 245
Hartland, MI. 48353
Phone (810) 632-6711
Fax (810) 632-2257
WWW.IMCPRODUCTS.COM

Friday January 6, 2023

Reference: Internet, WIFI, Camera, File Server, Access Control System

Attn: Hartland Area Historical Society Board

The system quoted below will allow all Cameras and hardware devices to operate with very high security and remote administration. The system will also allow for asset Management of all connected UniFi Devices. System will have 3 Cameras inside the building and 1 camera outside the building. The unifi system will also host and control the card access building access system.

The Camera system supports both 4k and 2k resolution @ 30 frames per second, the upgraded cloud key supports over one year file retention. This camera system uses the best remote access application I have ever seen, super fast, super high resolution database driven system.

The system Will include a 19GB network attached file system for document retention.

Camera Specifications: UniFi Pro G4, Resolution 4K & 2K (3840 x 2160), Field of View: Wide 108° (H), 58° (V), 125° (D) Telephoto 37° (H), 20° (V), 43° (D), Weatherproofing IP67, Sensor OS08A10, 1/2"

Unifi Dream Machine S.E. Plus Management Portal Specifications: PPTP, L2TP, IPSec, PPPoE, OSPF, RIP-1, RIP-2, Telnet, SNMP, 2c, HTTP, HTTPS, SSH

Performance: VPN: VPN tunnels:5, SSL VPN tunnels:5

Firewall protection: DMZ port, routing, DHCP support, NAT support, VPN support, auto-negotiation, load balancing, LDAP support, VLAN support, auto-uplink (auto MDI/MDI-X), Syslog support, DoS attack prevention, content filtering, packet filtering, ALG support, dynamic DNS server, manageable, Intrusion Detection System (IDS), E-mail alert, antivirus

Encryption Algorithms: DES, Triple DES, MD5, AES, IKE, SSL, DH, SHA-1, WPA, WPA2, PKI

Authentication Methods: Secure Shell (SSH), RADIUS, X.509 certificates, LDAP, Active Directory

Historical Society Building system: \$8030.00

1	Unifi Dream Machine SE Server	\$1180.00
1	Wall Mount Rack	\$490.00
2	UniFi 360 Degree Cameras	\$1200.00
2	UniFi Pro 4G Cameras	\$ 890.00
1	Unifi Dual band access point 2.4 Ghz and 5 Ghz	\$ 400.00
1	Unifi Access Control system.	\$2230.00
1	Qnap NAS Server 19GB	\$1640.00
1	All Connections, Hardware, Switches and Routers	
Total		\$8030.00

Lead time: 2 weeks for sourcing, 1 week to assemble and test in shop, 1 week to install

Please let us know if you have any questions regarding the above estimate. We look forward to working with you on this and future projects.

Sincerely.

Tom Parshall
President
I.M.C. L.L.C.

ATTACHMENT B

TOWNSHIP OF HARTLAND, MICHIGAN
SLFRF INVESTMENT PARTNERSHIPS PROGRAM

CERTIFICATION OF LEGAL AUTHORITY TO EXECUTE THIS

AGREEMENT

The Grantee, hereby assures and certifies that:

- (a) It possesses legal authority to execute the attached agreement and provide the proposed program services agreed to.
- (b) Its governing body has duly agreed to and officially acted by a resolution, motion or similar action to authorize the execution of this Agreement, including all understandings and assurances contained herein. The governing body further authorizes the person identified as the official representative of the Grantee to act in connection with the agreement and to provide such additional service information as may be required.

Name and Title

ATTACHMENT C

TOWNSHIP OF HARTLAND,
MICHIGAN
SLFRF PROGRAM

CERTIFICATION TO COMPLY WITH ALL APPLICABLE FEDERAL REGULATIONS

The Grantee hereby assures and certifies to comply with all applicable laws and regulations relating to the SLFRF Program and all civil rights laws.

The Grantee further understands that the Township shall hold it responsible for knowledge and proper application of these laws and regulations. If, under any circumstances, the Grantee requires clarification of these laws or regulations, it shall be the Grantee's responsibility to contact the Township or the U.S. Department of Treasury.

The Grantee acknowledges that it cannot be absolved of its responsibilities under these laws or regulations by claiming lack of access, knowledge, or understanding thereof.

Name and Title

**AMERICAN RESCUE PLAN ACT (ARPA) COMMUNITY PROJECT
FUNDING AGREEMENT BETWEEN THE TOWNSHIP OF HARTLAND
AND CROMAINE DISTRICT LIBRARY**

THIS AGREEMENT, entered into **this 4th day of April, 2023**, by and between the Township of Hartland, Michigan, a municipal corporation, ("Township"), and **Cromaine District Library**, ("Grantee")

WHEREAS, the Township is the recipient of funds from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program as established pursuant to the American Recovery Plan Amendments of 2021 ("ARPA"); and

WHEREAS, the Township desires to use some of these funds on community programs and services that address or mitigate the impacts of COVID-19; and

WHEREAS, under the provisions of the ARPA, the Township is required to report to the U.S. Department of Treasury the use of ARPA funds both by the Township and by any grantee, as specified by the ARPA Program.

NOW, THEREFORE, the parties mutually agree as follows:

SECTION 1: REFERENCES

- A. **"Application"** refers to the Grantee's application to the Township for funding under the SLFRF Program; contained in Attachment A.
- B. **"CFR"** refers to the Code of Federal Regulations.
- C. **"Grantee"** refers to an individual or organization, e.g., civic organization, non-profit, etc that is a beneficiary of a community projects program established by the Township using payments from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program as established pursuant to the American Recovery Plan Amendments of 2021 ("ARPA").
- D. **"Recipient"** refers to the Township of Hartland. **"Resolution"** refers to the resolution dated April 18, 2023, by the Township Board of the Township of Hartland authorizing execution of this Agreement and/or payment of SLFRF funds to the Grantee.
- E. **"Township"** refers to the Township of Hartland.
- F. **"Treasury"** refers to the United States Department of Treasury.

SECTION 2: CONTRACT DOCUMENTS

The contract documents consist of this Agreement, an Application for SLFRF funding contained in Attachment A, Certification of Legal Authority contained in Attachment B, and Certification to Comply with All Applicable Federal Regulations contained in Attachment C.

The information contained in Attachments A, B, and C as stated and incorporated by reference shall be considered fully a part of this Agreement and shall be fully binding upon the Township and the Grantee for purposes of this Agreement.

SECTION 3: AMOUNT AND SOURCES OF FUNDS

A grant of **\$8,053.00 (Dollars)**, from the Township's SLFRF funds is awarded to the Grantee for the capital appropriation subject to the terms and conditions of this Agreement, as more fully described in Attachment A.

In the event that Treasury determines that the Township or Grantee have not fulfilled their obligation under the SLFRF requirements, or the Township determines that the Grantee has not fulfilled its obligation under the SLFRF requirements and/or Treasury or the Township demands reimbursement of expenses paid under this Agreement, the Grantee shall provide said reimbursement from non-federal sources within ten days of said notice. The Grantee further acknowledges that this Agreement is necessary to comply with the requirements of SLFRF Program, which is the source of funds provided under this Agreement; and agrees that it will comply with, and will require all subcontractors, subgrantees and assigns to comply with all terms and conditions of SLFRF and this Agreement, as they may be amended from time to time. It shall be the Grantee's responsibility to ensure that it has the latest version of all applicable laws and regulations in its possession so as to be able to comply with their provisions.

SECTION 4: SCOPE OF SERVICES

Grantee will provide those activities described in Attachment A. The Grantee further agrees to the audit requirements in Section 5 of this Agreement.

SECTION 5: ADMINISTRATIVE REQUIREMENTS

A. EXPENDITURE OF FUNDS

The Grantee will expend funds in strict accordance with the purposes described in the application contained in Attachment A, and in strict accordance with the provisions of the SLFRF Program, as amended. The Grantee agrees to utilize the federal funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. COMPLIANCE WITH ALL APPLICABLE FEDERAL REGULATIONS

The Grantee agrees to comply with all provisions of the SLFRF Program, as amended, and all federal regulations and policies issued pursuant to these regulations. All applicable regulations whether stated herein or incorporated by reference, are hereby made wholly a part of this Agreement, and shall be binding on the Grantee.

C. FINANCIAL MANAGEMENT

1. The Grantee agrees to comply with SLFRF requirements and agrees to adhere to the accounting principles and procedures required therein. The Grantee further agrees to utilize adequate internal controls and maintain necessary source documentation for all costs incurred.
2. The Grantee shall administer its program in conformance with SLFRF requirements for all costs incurred whether charged on a direct or indirect basis.

D. PROCUREMENT PROCEDURE

1. In the procurement of materials, supplies and services necessary to perform the scope of services under this Agreement, the Grantee shall, insofar as practical, seek price quotations from at least three providers. Award shall be made to the provider offering the lowest acceptable quotation. The Grantee shall duly record the date and amount of such quotations and retain these records in its files.
2. The Grantee shall maintain an inventory of all non-expendable personal property as defined in Section 5F of this Agreement.

E. PROGRAM PROPERTY

1. Title to all equipment acquired with funds made available through this Agreement shall remain vested in the Grantee.
2. The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved, or sold using funds received under this Agreement, if applicable.

F. DOCUMENTATION AND RECORDKEEPING

1. The Grantee will collect and have on file records which demonstrate that the Grantee has complied with all regulations, laws, and requirements governing the use of SLFRF funds. The Grantee shall maintain all records required by the SLFRF Program and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken with SLFRF funds;
 - b. Records demonstrating that each activity undertaken meets one of the Objectives of the SLFRF Program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with SLFRF assistance (if applicable);
 - e. Records that demonstrate that each project meets the property standards;
 - f. Records that demonstrate compliance with the requirements of the SLFRF Program;
 - g. Financial records as required by SLFRF Program; and
 - h. Other records necessary to document compliance with the SLFRF Program.
2. The Grantee shall maintain records that adequately identify the source and application of SLFRF funds received under this Agreement. These records shall contain information pertaining to fund obligations, unobligated balances, assets, liabilities, outlays, and income, if any.
3. The Grantee will comply with any additional documentation requirements or subsequent agreements between the Township and the U.S. Department of Treasury for the conduct of activities under the SLFRF Investment Partnership Program.

G. ACCESS TO RECORDS

1. The Grantee will make available files and records of activities related to this Agreement to representatives of the Township and its designees, the Township's Independent Auditor, and officials of the U. S. Department of Treasury.
2. The Township, the Federal grantor agency, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee which are directly pertinent to this specific Agreement, for the purpose of making audit, examination, excerpts and transcriptions.

H. RECORDS RETENTION

1. The Grantee shall retain all records pertaining to this Agreement, including but not limited to financial, statistical, property and programmatic records, for a period of five (5) years after the Agreement expires or is terminated. All records, however, that are subject to audit findings shall be retained for three (3) years in the manner prescribed above or until an ongoing audit is completed

and all issues raised by the audit are resolved, whichever is later. Records for non-expendable property acquired with funds under this contract shall be retained for three (3) years after final disposition of such property.

2. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by federal, state or local law. These records must also be made available to Treasury and/or representatives of the Comptroller General of the United States for audit, inspection or copying purposes during normal business hours as defined in Section 5I of this agreement.

I. AUDIT REQUIREMENTS

1. The Grantee shall, at its own expense, obtain and submit to the Township within three (3) months of the end of the Grantee's fiscal year an annual audit to assure proper accounting for the expenditure of SLFRF funds provided by the Township.
2. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the Township banning the Grantee from future participation in SLFRF programs.

J. NONPROFIT 501(c)(3) STATUS

1. The Grantee shall be a bona fide private nonprofit corporation, registered with the State of Michigan Secretary of State, which meets the qualifications established in Section 501(c) of the Internal Revenue Code of 1988 and is exempt from taxation under Subtitle A of the Internal Revenue Code.

K. IDENTIFICATION OF BOARD OF DIRECTORS

1. The Grantee shall file with the Township Clerk a current listing of its officers and directors (trustees), including the addresses of such persons.

SECTION 6: DISBURSEMENT OF FUNDS

- A. All SLFRF funds will be made in a single payment to Grantee.
- B. When the administrative requirements of this Agreement are met by the Grantee, payments will be made.
- C. The Grantee shall at all times maintain close communication with the Township with respect to Grantee's disbursements to insure all disbursements are eligible expenditures under the terms and conditions of this Agreement.

SECTION 7: PERMITS, LICENSES, CODES AND INSPECTIONS

- A. The Grantee shall comply with all applicable laws, ordinances, and codes of the local, state, and federal government. This shall include giving appropriate notice as required by the Township and obtaining, at the Grantee's own expense, all permits required for the performance of the services covered by this Agreement.
- B. Any and all property improvements performed under this Agreement must be inspected by Township staff.

SECTION 8: SUBCONTRACTS

- A. The Grantee shall insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Township along with documentation of the selection process upon request.
- B. The Grantee shall include all of the provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.
- C. The Grantee shall be as fully responsible to the Township for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by the subcontractors, as the Grantee is

for the acts and omissions of persons directly employed by the Grantee.

- D. Nothing contained in this Agreement shall create any contractual relationship between the Township and any subcontractor.
- E. The Grantee will monitor all subcontracted services on a regular basis to assure contract compliance. The Grantee shall communicate any deficiencies in subcontractor activities in writing to the subcontractor and the Township. Corrective action for any noted areas of subcontractor deficiency shall occur within thirty (30) days of the written notice unless a waiver is approved in writing by the Township. Actions taken to correct subcontractor deficiencies must be documented in program files.

SECTION 9: CITIZEN PARTICIPATION REQUIREMENTS

The Grantee shall encourage citizens to submit views and proposals regarding the planning, implementation, and evaluation of the Grantee's program.

SECTION 10: CIVIL RIGHTS PROVISIONS

A. Nondiscrimination in the Provision of Services

The Grantee agrees that no person shall, on the grounds of race, religion, color, national origin, sex, age, handicapped condition, ancestry, family status or veterans status be excluded from participation in, be denied the benefit of, or be subjected to, discrimination in its program or any aspects of this Agreement. The Grantee shall comply with all existing Federal, State, and local laws, rules and regulations regarding equal opportunity and nondiscrimination, affirmative action procedures, fair housing, and laws, rules and regulations regarding the prescribed use of SLFRF funds. These laws, rules, and regulations include, but are not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended,
2. Title VIII of the Civil Rights Act of 1968, as amended,
3. Section 109 of Title I of the Housing and Community Development Act of 1974,
4. Section 504 of the Rehabilitation Act of 1973,
5. The Americans with Disabilities Act of 1990, and
6. The Age Discrimination Act of 1975.

B. Nondiscrimination in Employment

The Grantee agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicapped condition, national origin, ancestry, veteran's status, or family status. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, handicapped condition, national origin, ancestry, veteran's status, or family status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

C. Documentation

The Grantee shall maintain sufficient program and fiscal records to document that, under all aspects of this Agreement, the Grantee has acted in a manner which is in full compliance with the provisions of this Section where such provisions are applicable to this project. Such records shall at all times remain open to inspection by the Township, Treasury, or the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with the provisions of this Section.

SECTION 11: AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT PROVISIONS

A. Affirmative Action Plan

The Grantee shall, prior to receiving funds under this Agreement, have either an Affirmative Action Program that is currently certified by the Township, or have executed a Letter of Agreement obligating said Grantee to complete a certified Affirmative Action Plan within the time specified by such Letter of Agreement.

B. Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Firms

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken by the Grantee to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include, but not be limited to, the following:
 - a. Including qualified small and minority businesses on solicitation lists.
 - b. Assuring that small and minority businesses are solicited whenever they are potential sources.
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses.
 - e. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1d above.
2. The Grantee shall take similar, appropriate affirmative action in support of women's business enterprises.
3. Grantee is encouraged to procure goods and services from labor surplus areas.

C. EEO/AA Statement

The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Beneficiary, state that it is an Equal Opportunity or Affirmative Action employer.

D. Notification

1. The Grantee agrees to post in conspicuous places, available to employees, and applicants for employment or training, notices to be provided by the Township setting forth the provisions of this Section.
2. The Grantee will send to each labor union or representation of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Township advising the said labor union or workers' representatives of the Grantee's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

F. Subcontract Provisions

The Grantee will include the Civil Rights Provisions and Affirmative Action and Equal Opportunity Provisions in every subcontract or purchase order under this Agreement, either specifically or by reference so that such provisions will be binding upon each subcontractor or vendor.

SECTION 12: SOLE SOURCE OF FUNDS

The sole source of funding from the Township for payment of services performed under this Agreement is the SLFRF provided to the Township by Treasury. The Grantee agrees that in the event that the SLFRF is reduced or withheld by Treasury, the Township shall not be liable for payment from Township funds other than the SLFRF Program, and the Grantee further agrees the maximum sum payable under this Agreement may be reduced by the Township.

The Grantee expressly understands and agrees that all rights, demands and claims to compensation arising under this Agreement shall be conditioned and contingent upon receipt of such funds by the Township. In the event that such funds are not received by the Township for any reason, the Grantee expressly agrees and covenants to hold and save harmless the Township or its agents or employees from any costs, expenses, liabilities, or obligations arising from the claims of any person or persons for any cost they have incurred or claim to have incurred by reason of subcontract or sub-agreement with the Grantee.

SECTION 13: TOWNSHIP OBLIGATIONS AND LIMITATIONS

It is expressly understood by the Grantee that the Township's total commitment to activities covered in this Agreement is not to exceed **Eight Thousand Fifty-three dollars (\$8,053.00)**, and that the Township has no obligation to complete the activities proposed in Attachment A or to provide any additional funding or services from any source for said activities.

SECTION 14: INDEMNITY AND HOLD HARMLESS PROVISIONS

- A. The Township and Grantee acknowledge that the Beneficiary is an independent contractor in all of the Grantee activities and that in the course of such activities, at no time do the Grantee, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of Grantee become the agents of the Township for any purpose, and at no time shall the Township become liable in any manner whatever for any of the actions or activities of the Grantee, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Grantee.

In the event any person shall undertake to hold the Township liable for any conduct or activities of the Grantee, its officers, directors (trustees), members, employees, volunteers, or other person acting on behalf of the Grantee, the Grantee expressly agrees to hold the Township harmless of and from any such liability.

- B. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Township and the Grantee. The Township shall be exempt from payment of all employee benefits including Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance on behalf of the Grantee. If any portion of the Grantee's SLFRF allocation under this Agreement is used to pay employee benefit costs, the Grantee is still wholly responsible for payment of these costs and settlement of any claims resulting from its actions.

SECTION 15: CONTRACT DURATION AND TERMINATION PROVISION

- A. This Agreement shall become effective **April 18, 2023**.
- B. The Scope of Services, as stated in Section 4 of this Agreement must be completed within twelve (12) consecutive months of the effective date of this Agreement unless an extension is approved in writing by the Township. The Grantee may request an extension of the grant period in writing from the Township Manager.
- C. This Agreement may be terminated by the Township for failure to comply with the terms of the Agreement upon fifteen (15) days written notice to the Grantee.
- D. The Grantee's obligation to the Township shall not end until all close-out requirements are completed. Close-out activities shall include, but not be limited to, making final payments, and determining the custodianship of records.
- G. If a contract is terminated, canceled or suspended according to the provisions of this Section, the Grantee shall have no claims for damages against the Township on account of cancellation or suspension or declaration of ineligibility.

SECTION 16: REVERSION OF ASSETS

The Grantee shall also ensure that in the event that any real or personal property purchased under this Agreement is sold within one year after execution of this Agreement, any income from the sale shall be returned to the Township within ten (10) days of sale. In the event that the balance of funds held in the Grantee's SLFRF Account is not sufficient to repay SLFRF funds received by Grantee, the Grantee must provide a written explanation to the Township at least twenty (20) working days prior to closing of a transaction.

SECTION 17: MODIFICATION AND RENEGOTIATION

- A. This Agreement will be subject to modification and/or renegotiation to conform with any changes caused by amendments or revisions in Federal laws and regulations. This Agreement may also be modified to reflect changes in funding amounts or other grant conditions related to the use of SLFRF funds.
- B. The Township or the Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Township Board and the Grantee's Board of Directors. Such amendments shall not invalidate this Agreement, nor relieve or release the Township or the Grantee from its obligations under this Agreement.

SECTION 18: CONFLICT OF INTEREST

A. Compliance

The Grantee agrees to abide by federal, state and local provisions with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Grantee further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Grantee hereunder.

No person(s) who exercise or have exercised any functions or responsibilities with respect to activities assisted with SLFRF funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

B. Persons Covered by this Policy

Persons covered by these conflict of interest provisions include:

- 1. All employees of the Grantee and their families, including spouses, minor children and other relatives who are residents of their household.
- 2. All members of the Grantee's Board of Directors, and their families, including spouses, minor children and other relatives who are residents of their households.
- 3. All agents, officers, consultants, elected or appointed officials, or any persons who exercise any functions or responsibilities with respect to the activities assisted under this Agreement or who are in a position to participate in a decision-making process affecting the activities covered under this Agreement.

C. Conflicts Prohibited

- 1. Except for approved eligible administrative or personnel costs, no persons covered under this Section may gain a financial interest or benefit from the activities covered under this Agreement, or have an interest in or share in the proceeds of any subcontract thereunder.

2. No person covered by this Section shall participate in selection of a vendor, contractor, or firm to be compensated under this Agreement if he/she, members of his/her immediate family, his/her partners or business affiliates, or an organization which employs or is about to employ any of the above have a financial or other interest in the selected firm, vendor, or contractor.
3. Persons covered by this Section shall neither solicit nor accept gratuities, favors or anything of monetary value from actual or potential contractors, firms, or vendors. The only exceptions shall be:
 - a. Acceptance of food or refreshment of nominal value on infrequent occasions in the ordinary course of a luncheon or dinner meeting or other meeting, or in the normal course of such covered person's assigned duties when such covered person is properly in attendance;
 - b. Acceptance of a loan from a bank or other financial institution on customary terms to finance usual activities of such covered person;
 - c. Acceptance of unsolicited advertising or promotional materials, such as pens, pencils, calendars, or other items of nominal value.

D. Exceptions

1. In some cases, an exception to the prohibition described in paragraph C, above, may serve to further the purposes of the SLFRF Program and the effective and efficient administration of this Agreement. A waiver of the Conflict of Interest provisions may be granted only by the Township. The Grantee shall submit a written request for such a waiver to the Township Manager.
2. Requests for waivers shall include the following information:
 - a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made;
 - b. A description of factors that warrant an exception from the Conflict of Interest Policy. Such factors should include:
 - (1) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
 - (2) Whether the interest or benefit was present before the affected person was in a position to participate in the decision-making process or gain inside information with regard to activities, or to obtain a personal or financial interest or benefit from the activity, or to exercise any function or responsibility in regard to the activity in question;
 - (3) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - (4) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available; and
 - (5) Any other relevant considerations.

SECTION 19: COPYRIGHTS AND PATENTS

If this Agreement results in a book or other copyrightable materials or patentable materials, the Grantee may copyright or patent such, but the Township and the United States Government reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use such materials and to authorize others to do so.

SECTION 20: NOTIFICATION

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been served as of the postmark appearing upon the envelope if sent by the United States mail, at the address listed below, or upon the actual date of delivery if hand delivered to the address listed below. Either party may change the below listed address at which one receives written notices by so notifying the other party hereto in writing.

ADDRESS OF TOWNSHIP

Robert M. West
Hartland Township
2655 Clark Rd
Hartland, MI 48353

ADDRESS OF GRANTEE

Sarah Neidert
Cromaine District Library
P.O. Box 308
Hartland, MI 48353

SECTION 21: OTHER FEDERAL, STATE, AND LOCALLY MANDATED PROVISIONS

A. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

1. No elected federal, state or local official shall be admitted to any share or part of this Agreement or to any benefit to arise from the same greater than all other private citizens.
2. No officer, employee, or member of the governing body of the Township who exercises any function or responsibilities in connection with the carrying out of the project to which this contract pertains shall have any private interest, direct or indirect, in this contract.

B. DRUG-FREE WORK PLACE PROVISION

The Grantee certifies to provide for a drug-free work place in conformance with the Drug-Free Workplace Act of 1988. This includes the administration of a policy designed to ensure that all program work areas are free from the illegal use, possession or distribution of drugs or alcohol by its employees, volunteers, or program beneficiaries.

C. ANTI-LOBBYING PROVISION

The Grantee certifies that, to the best of its knowledge and belief,

1. No Federal appropriated funds shall be used by Grantee for publicity or propaganda purposes designed to support or defeat legislation pending before a Federal, State, or local government.
2. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Township, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. If any funds other than Federal appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee must notify the Township.
4. The Grantee shall require that the language of this certification be included in the award of documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

D. **POLITICAL ACTIVITY PROVISION (HATCH ACT)**

The Grantee agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, lobbying, or to further the election or defeat of any candidate for public office.

E. **PROHIBITION AGAINST SECTARIAN OR RELIGIOUS ACTIVITY**

The Grantee agrees that funds provided under this Agreement will not be used for sectarian or religious activities, to promote sectarian or religious interests, or for the benefit of a sectarian or religious organization.

F. **BUY USA**

Grantee should, to the greatest extent practicable , provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

SECTION 22: PARTIAL INVALIDITY

Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or enforceable any other section or any part of any section in this Agreement.

SECTION 23: NO THIRD-PARTY RIGHTS

Nothing in this agreement shall be construed to constitute or create rights in any person, firm or other entity against the parties hereto (as third-party beneficiaries or otherwise) or to create obligations or responsibilities of the Township or the Grantee to such third parties, or to permit anyone other than the Township and the Grantee to rely upon the agreements herein contained. The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the Township.

SECTION 24: ALL TERMS AND CONDITIONS ARE INCLUDED IN CONTRACT

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference, including Attachments A, B, and C and referenced federal regulations, are made wholly a part of this Agreement as if incorporated herein. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto and hereinafter set their hands and seals on the day and year hereinabove written.

TOWNSHIP OF HARTLAND, MICHIGAN

BY:

BY:

Bill Fountain, Township Supervisor

Name
President

ATTEST:

WITNESS:

Larry Ciofu, Township Clerk

Name
Secretary



American Rescue Plan Act Project Funding Application

Hartland Township is pleased to provide an opportunity for financial assistance through the Township American Rescue Plan Act (ARPA) funding for non-profit civic community organizations operating and offering benefit within Hartland Township. The intent of the opportunity remains to maximize and diversify the Hartland Township ARPA funding.

Please understand Hartland Township's Administrative Committee will review all ARPA Project Funding Applications prior to determining whether they will support the described project. Please take the time and effort to explain to them how your project will benefit the community in detail. The quality of information provided can impact the Hartland Township Administrative Committee's decision to approve or deny funding.

PROJECT NAME: Preserving Hartland's History

ORGANIZATION NAME: Cromaine District Library

ADDRESS: 4688 N. Hartland Rd.
P.O. Box 308
Hartland, MI 48353

PROJECT CONTACT: Sarah Neidert, Library Director

PHONE NUMBER: (810) 632-5200 x105

E-MAIL: director@cromaine.org

PROJECT START DATE: ongoing

PROJECT END DATE: ongoing

Submit completed applications to:
Robert West, Hartland Township Manager
Email: rwest@hartlandtwp.com
Mail: 2655 Clark Rd
Hartland, MI 48353
517-861-7889



American Rescue Plan Act Project Funding Application

1. Provide a detailed description of project (if necessary, attach separate pages):

With a Local History Collection that includes documents dating from 1839, preservation is an important aspect of the Cromaïne Library's service to the community. In an effort to strengthen the Local History Collection of the Library by improving the storage of its oldest materials, a project is underway to more purposefully house our records and artifacts. To preserve local history documents, fragile books, textiles and audio visual materials, the Cromaïne Local History Librarian is requesting ARPA funds to house materials in archival quality containers that will protect them from dust, moisture, pests and light. With ARPA funds, we hope to digitize parts of our collection which will require investment a high quality digital scanner.

2. How does the proposed project benefit the community?

We will be using this equipment for a dual use- both to preserve and to digitize the Local History Collection but also to design programs that will help patrons preserve family and collective memory, as well as give them an opportunity to work with and learn about their digital assets.

We plan to offer patrons access to equipment to aid in the preservation of their personal and local memories by hosting "Scan Days" at the Library, teaching community members how to scan their personal memory artifacts.

Scan Days will:

- Offer patrons a way to keep track of their digital assets and to take care of their digital possessions
- Help gather Local History photographs to aid community memory. Examples of these events:
 - <https://libguides.library.sd.gov/services/scanday>
 - <https://smcl.bibliocommons.com/events/630652ba2d2248ab5529bfd6>
- October programs for Family History Month for the whole community

3. Who will facilitate and complete the proposed project?

Cromaïne District Library Staff, specifically the Local History Librarian, Rachel Stock, with the support of staff from other departments as well.

4. If benefits of this project will aid or involve other organizations, please describe and list

5. Additional Information:



American Rescue Plan Act Project Funding Application

Please provide supporting documentation that aligns with the budgetary information. Supporting documentation may consist of quotes, bids, invoices, purchase orders, sales agreements, board/commission meeting minutes, or other documents that provide additional information about the project described and the budget associated with that project. Funding requests are limited to \$7,500.00 per application. Approved application will require designated vendor and/or contractor to issue payment. ARPA guidelines prevent Hartland Township from issuing funds directly to the community organization, yet the Township can issue direct payments to the vendors and/or contractors.

TOTAL PROJECT COST: \$ 7,303

OTHER FUNDING SOURCE(S): Friends of the Cromaine District Library

TOTAL FROM OTHER SOURCE(S): \$ 750

The Friends of the Cromaine District Library have donated \$750 for additional preservation materials, not listed here.

HARTLAND TOWNSHIP FUNDS REQUESTED: \$7,303, please see attached list

Please provide the vendor and/or contractor funding should be issued to for project completion.

SIGNATURE OF APPLICANT: Sarah Neidert

DATE: 2/1/2023

PRINTED NAME: Sarah Neidert

TITLE: Library Director

Please contact Robert West, Township Manager with any questions or comments regarding the application at rwest@hartlandtwp.com or directly at 517-861-7889

American Rescue Plan Act Project Funding Application

Crouse Ledgers: \$505

(21) Clamshell Box with Durashield (10 ¼ Wx15 ¼ L x 3H) (\$460)

BECSL15103

\$21.73

<https://www.gaylord.com/New-Products/Archival-Storage-Boxes/Gaylord-Archival%26%23174%3B-Clamshell-Box-with-DuraShield%26%23153%3B/p/HYB09674>

(2) Short Lid Boxes, e-flute (11x17x3.5) (\$45)

612-1711

\$22.35

<https://www.universityproducts.com/perma-cor-corrugated-short-lid-boxes-e-flute.html>

Audio Visual: \$500

(3) Slides (stores 400) (\$82)

799-6112

\$27.10

<https://www.universityproducts.com/slide-storage-box.html>

(4) Photo File (holds 1000 photos) (\$157)

462-5060- tan

\$39.20

462-5061-black

\$39.20

<https://www.universityproducts.com/infinity-photo-file.html>

(4) Polyester Processing Folder (9x11) and (12x15) (\$50)+ (70)= (\$120)

737-9011

\$25.30

737-1215

\$34.55

<https://www.universityproducts.com/polyester-processing-folders.htm>

(3) Video Box (\$55)

735-1555

\$18.05

<https://www.universityproducts.com/archival-video-box.html>

(1) Archival Polyester Negative and Print Sleeves 2 mil (100 Pack) (\$86)

MP45

\$86

<https://www.gaylord.com/Preservation/Photo%2C-Print-%26-Art-Preservation/Envelopes%2C-Sleeves-%26-Protectors/Gaylord-Archival%26%23174%3B-2-mil-Archival-Polyester-Negative-%26-Print-Sleeves-%28100-Pack%29/p/HYB01280>

Document storage: \$1,670

(1) Ready to assemble shelf files (10 pack) (\$41)

540-1275

\$40.40

<https://www.universityproducts.com/ready-to-assemble-shelf-files.html>

American Rescue Plan Act Project Funding Application

(3) 3 Flap File Folder (legal) (\$64)

3F914

\$21.13

<https://www.gaylord.com/Preservation/Document-Preservation/Folders/Gaylord-Archival%26%23174%3B-3-Flap-File-Folders-%2810-Pack%29/p/HYB09396>

(10) Flip Top Document Case (\$146)

Various product numbers

\$14.56-\$18.82

<https://www.gaylord.com/New-Products/Archival-Storage-Boxes/Gaylord-Archival%26%23174%3B-Flip-Top-Document-Case-with-DuraShield%26%23153%3B/p/HYB09679>

(3) Legal Size File Folders (100 Pack) (\$143)

RF9114

\$47.54

<https://www.gaylord.com/Preservation/Document-Preservation/Folders/Gaylord-Archival%26%23174%3B-Reinforced-Full-1%22-Tab-Legal-Size-File-Folders-%28100-Pack%29/p/HYB00022>

(25) Vertical File Folders Legal (10 pack)(\$1,275 for 250)

727-8141

\$51.00

<https://www.universityproducts.com/vertical-expansion-file-folders.html>

MISC Boxes \$600

(11) Barrier Board Short Lid Boxes (\$555)

Various product numbers

\$9.05-\$28.25

<https://www.universityproducts.com/perma-dur-barrier-board-short-lid-boxes-blue-gray.html>

(2) Non-Tabbed Dividers for Document Cases (legal) (\$45)

1115

\$22.95

<https://www.hollingermetaleedge.com/dividers-for-document-cases-and-storage-cartons/>

Digital Storage \$329

18 TB \$329

<https://amzn.to/3j4cwBI>

Scanner:

Epson Expression 12000XL Photo Scanner \$3,699

https://www.officedepot.com/a/products/4592187/Epson-Expression-12000XL-GA-Flatbed-Scanner/?utm_source=google&utm_medium=cpc&mediacampaignid=71700000096441899_17451447826&qclid=CjwKCAiArNOeBhAHEiwAze_nKHAxY7QU CZ_iqQK-HiOpefxXJW88gILjLAXChU_i7C7XdXNm3BpZyRoCTqcQAvD_BwE&qclsrc=aw.ds

ATTACHMENT B

TOWNSHIP OF HARTLAND, MICHIGAN
SLFRF INVESTMENT PARTNERSHIPS PROGRAM

CERTIFICATION OF LEGAL AUTHORITY TO EXECUTE THIS

AGREEMENT

The Grantee, hereby assures and certifies that:

- (a) It possesses legal authority to execute the attached agreement and provide the proposed program services agreed to.
- (b) Its governing body has duly agreed to and officially acted by a resolution, motion or similar action to authorize the execution of this Agreement, including all understandings and assurances contained herein. The governing body further authorizes the person identified as the official representative of the Grantee to act in connection with the agreement and to provide such additional service information as may be required.

Name and Title

ATTACHMENT C

TOWNSHIP OF HARTLAND,
MICHIGAN
SLFRF PROGRAM

CERTIFICATION TO COMPLY WITH ALL APPLICABLE FEDERAL REGULATIONS

The Grantee hereby assures and certifies to comply with all applicable laws and regulations relating to the SLFRF Program and all civil rights laws.

The Grantee further understands that the Township shall hold it responsible for knowledge and proper application of these laws and regulations. If, under any circumstances, the Grantee requires clarification of these laws or regulations, it shall be the Grantee's responsibility to contact the Township or the U.S. Department of Treasury.

The Grantee acknowledges that it cannot be absolved of its responsibilities under these laws or regulations by claiming lack of access, knowledge, or understanding thereof.

Name and Title

**AMERICAN RESCUE PLAN ACT (ARPA) COMMUNITY PROJECT
FUNDING AGREEMENT BETWEEN THE TOWNSHIP OF HARTLAND
AND HARTLAND LIONS CLUB**

THIS AGREEMENT, entered into **this 4th day of April, 2023**, by and between the Township of Hartland, Michigan, a municipal corporation, ("Township"), and **Hartland Lions Club**, ("Grantee")

WHEREAS, the Township is the recipient of funds from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program as established pursuant to the American Recovery Plan Amendments of 2021 ("ARPA"); and

WHEREAS, the Township desires to use some of these funds on community programs and services that address or mitigate the impacts of COVID-19; and

WHEREAS, under the provisions of the ARPA, the Township is required to report to the U.S. Department of Treasury the use of ARPA funds both by the Township and by any grantee, as specified by the ARPA Program.

NOW, THEREFORE, the parties mutually agree as follows:

SECTION 1: REFERENCES

- A. **"Application"** refers to the Grantee's application to the Township for funding under the SLFRF Program; contained in Attachment A.
- B. **"CFR"** refers to the Code of Federal Regulations.
- C. **"Grantee"** refers to an individual or organization, e.g., civic organization, non-profit, etc that is a beneficiary of a community projects program established by the Township using payments from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program as established pursuant to the American Recovery Plan Amendments of 2021 ("ARPA").
- D. **"Recipient"** refers to the Township of Hartland. **"Resolution"** refers to the resolution dated April 18, 2023, by the Township Board of the Township of Hartland authorizing execution of this Agreement and/or payment of SLFRF funds to the Grantee.
- E. **"Township"** refers to the Township of Hartland.
- F. **"Treasury"** refers to the United States Department of Treasury.

SECTION 2: CONTRACT DOCUMENTS

The contract documents consist of this Agreement, an Application for SLFRF funding contained in Attachment A, Certification of Legal Authority contained in Attachment B, and Certification to Comply with All Applicable Federal Regulations contained in Attachment C.

The information contained in Attachments A, B, and C as stated and incorporated by reference shall be considered fully a part of this Agreement and shall be fully binding upon the Township and the Grantee for purposes of this Agreement.

SECTION 3: AMOUNT AND SOURCES OF FUNDS

A grant of **\$8,760.00 (Dollars)**, from the Township's SLFRF funds is awarded to the Grantee for the capital appropriation subject to the terms and conditions of this Agreement, as more fully described in Attachment A.

In the event that Treasury determines that the Township or Grantee have not fulfilled their obligation under the SLFRF requirements, or the Township determines that the Grantee has not fulfilled its obligation under the SLFRF requirements and/or Treasury or the Township demands reimbursement of expenses paid under this Agreement, the Grantee shall provide said reimbursement from non-federal sources within ten days of said notice. The Grantee further acknowledges that this Agreement is necessary to comply with the requirements of SLFRF Program, which is the source of funds provided under this Agreement; and agrees that it will comply with, and will require all subcontractors, subgrantees and assigns to comply with all terms and conditions of SLFRF and this Agreement, as they may be amended from time to time. It shall be the Grantee's responsibility to ensure that it has the latest version of all applicable laws and regulations in its possession so as to be able to comply with their provisions.

SECTION 4: SCOPE OF SERVICES

Grantee will provide those activities described in Attachment A. The Grantee further agrees to the audit requirements in Section 5 of this Agreement.

SECTION 5: ADMINISTRATIVE REQUIREMENTS

A. EXPENDITURE OF FUNDS

The Grantee will expend funds in strict accordance with the purposes described in the application contained in Attachment A, and in strict accordance with the provisions of the SLFRF Program, as amended. The Grantee agrees to utilize the federal funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. COMPLIANCE WITH ALL APPLICABLE FEDERAL REGULATIONS

The Grantee agrees to comply with all provisions of the SLFRF Program, as amended, and all federal regulations and policies issued pursuant to these regulations. All applicable regulations whether stated herein or incorporated by reference, are hereby made wholly a part of this Agreement, and shall be binding on the Grantee.

C. FINANCIAL MANAGEMENT

1. The Grantee agrees to comply with SLFRF requirements and agrees to adhere to the accounting principles and procedures required therein. The Grantee further agrees to utilize adequate internal controls and maintain necessary source documentation for all costs incurred.
2. The Grantee shall administer its program in conformance with SLFRF requirements for all costs incurred whether charged on a direct or indirect basis.

D. PROCUREMENT PROCEDURE

1. In the procurement of materials, supplies and services necessary to perform the scope of services under this Agreement, the Grantee shall, insofar as practical, seek price quotations from at least three providers. Award shall be made to the provider offering the lowest acceptable quotation. The Grantee shall duly record the date and amount of such quotations and retain these records in its files.
2. The Grantee shall maintain an inventory of all non-expendable personal property as defined in Section 5F of this Agreement.

E. PROGRAM PROPERTY

1. Title to all equipment acquired with funds made available through this Agreement shall remain vested in the Grantee.
2. The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved, or sold using funds received under this Agreement, if applicable.

F. DOCUMENTATION AND RECORDKEEPING

1. The Grantee will collect and have on file records which demonstrate that the Grantee has complied with all regulations, laws, and requirements governing the use of SLFRF funds. The Grantee shall maintain all records required by the SLFRF Program and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken with SLFRF funds;
 - b. Records demonstrating that each activity undertaken meets one of the Objectives of the SLFRF Program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with SLFRF assistance (if applicable);
 - e. Records that demonstrate that each project meets the property standards;
 - f. Records that demonstrate compliance with the requirements of the SLFRF Program;
 - g. Financial records as required by SLFRF Program; and
 - h. Other records necessary to document compliance with the SLFRF Program.
2. The Grantee shall maintain records that adequately identify the source and application of SLFRF funds received under this Agreement. These records shall contain information pertaining to fund obligations, unobligated balances, assets, liabilities, outlays, and income, if any.
3. The Grantee will comply with any additional documentation requirements or subsequent agreements between the Township and the U.S. Department of Treasury for the conduct of activities under the SLFRF Investment Partnership Program.

G. ACCESS TO RECORDS

1. The Grantee will make available files and records of activities related to this Agreement to representatives of the Township and its designees, the Township's Independent Auditor, and officials of the U. S. Department of Treasury.
2. The Township, the Federal grantor agency, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee which are directly pertinent to this specific Agreement, for the purpose of making audit, examination, excerpts and transcriptions.

H. RECORDS RETENTION

1. The Grantee shall retain all records pertaining to this Agreement, including but not limited to financial, statistical, property and programmatic records, for a period of five (5) years after the Agreement expires or is terminated. All records, however, that are subject to audit findings shall be retained for three (3) years in the manner prescribed above or until an ongoing audit is completed

and all issues raised by the audit are resolved, whichever is later. Records for non-expendable property acquired with funds under this contract shall be retained for three (3) years after final disposition of such property.

2. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by federal, state or local law. These records must also be made available to Treasury and/or representatives of the Comptroller General of the United States for audit, inspection or copying purposes during normal business hours as defined in Section 5I of this agreement.

I. AUDIT REQUIREMENTS

1. The Grantee shall, at its own expense, obtain and submit to the Township within three (3) months of the end of the Grantee's fiscal year an annual audit to assure proper accounting for the expenditure of SLFRF funds provided by the Township.
2. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the Township banning the Grantee from future participation in SLFRF programs.

J. NONPROFIT 501(c)(3) STATUS

1. The Grantee shall be a bona fide private nonprofit corporation, registered with the State of Michigan Secretary of State, which meets the qualifications established in Section 501(c) of the Internal Revenue Code of 1988 and is exempt from taxation under Subtitle A of the Internal Revenue Code.

K. IDENTIFICATION OF BOARD OF DIRECTORS

1. The Grantee shall file with the Township Clerk a current listing of its officers and directors (trustees), including the addresses of such persons.

SECTION 6: DISBURSEMENT OF FUNDS

- A. All SLFRF funds will be made in a single payment to Grantee.
- B. When the administrative requirements of this Agreement are met by the Grantee, payments will be made.
- C. The Grantee shall at all times maintain close communication with the Township with respect to Grantee's disbursements to insure all disbursements are eligible expenditures under the terms and conditions of this Agreement.

SECTION 7: PERMITS, LICENSES, CODES AND INSPECTIONS

- A. The Grantee shall comply with all applicable laws, ordinances, and codes of the local, state, and federal government. This shall include giving appropriate notice as required by the Township and obtaining, at the Grantee's own expense, all permits required for the performance of the services covered by this Agreement.
- B. Any and all property improvements performed under this Agreement must be inspected by Township staff.

SECTION 8: SUBCONTRACTS

- A. The Grantee shall insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Township along with documentation of the selection process upon request.
- B. The Grantee shall include all of the provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.
- C. The Grantee shall be as fully responsible to the Township for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by the subcontractors, as the Grantee is

for the acts and omissions of persons directly employed by the Grantee.

- D. Nothing contained in this Agreement shall create any contractual relationship between the Township and any subcontractor.
- E. The Grantee will monitor all subcontracted services on a regular basis to assure contract compliance. The Grantee shall communicate any deficiencies in subcontractor activities in writing to the subcontractor and the Township. Corrective action for any noted areas of subcontractor deficiency shall occur within thirty (30) days of the written notice unless a waiver is approved in writing by the Township. Actions taken to correct subcontractor deficiencies must be documented in program files.

SECTION 9: CITIZEN PARTICIPATION REQUIREMENTS

The Grantee shall encourage citizens to submit views and proposals regarding the planning, implementation, and evaluation of the Grantee's program.

SECTION 10: CIVIL RIGHTS PROVISIONS

A. Nondiscrimination in the Provision of Services

The Grantee agrees that no person shall, on the grounds of race, religion, color, national origin, sex, age, handicapped condition, ancestry, family status or veterans status be excluded from participation in, be denied the benefit of, or be subjected to, discrimination in its program or any aspects of this Agreement. The Grantee shall comply with all existing Federal, State, and local laws, rules and regulations regarding equal opportunity and nondiscrimination, affirmative action procedures, fair housing, and laws, rules and regulations regarding the prescribed use of SLFRF funds. These laws, rules, and regulations include, but are not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended,
2. Title VIII of the Civil Rights Act of 1968, as amended,
3. Section 109 of Title I of the Housing and Community Development Act of 1974,
4. Section 504 of the Rehabilitation Act of 1973,
5. The Americans with Disabilities Act of 1990, and
6. The Age Discrimination Act of 1975.

B. Nondiscrimination in Employment

The Grantee agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicapped condition, national origin, ancestry, veteran's status, or family status. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, handicapped condition, national origin, ancestry, veteran's status, or family status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

C. Documentation

The Grantee shall maintain sufficient program and fiscal records to document that, under all aspects of this Agreement, the Grantee has acted in a manner which is in full compliance with the provisions of this Section where such provisions are applicable to this project. Such records shall at all times remain open to inspection by the Township, Treasury, or the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with the provisions of this Section.

SECTION 11: AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT PROVISIONS

A. Affirmative Action Plan

The Grantee shall, prior to receiving funds under this Agreement, have either an Affirmative Action Program that is currently certified by the Township, or have executed a Letter of Agreement obligating said Grantee to complete a certified Affirmative Action Plan within the time specified by such Letter of Agreement.

B. Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Firms

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken by the Grantee to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include, but not be limited to, the following:
 - a. Including qualified small and minority businesses on solicitation lists.
 - b. Assuring that small and minority businesses are solicited whenever they are potential sources.
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses.
 - e. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1d above.
2. The Grantee shall take similar, appropriate affirmative action in support of women's business enterprises.
3. Grantee is encouraged to procure goods and services from labor surplus areas.

C. EEO/AA Statement

The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Beneficiary, state that it is an Equal Opportunity or Affirmative Action employer.

D. Notification

1. The Grantee agrees to post in conspicuous places, available to employees, and applicants for employment or training, notices to be provided by the Township setting forth the provisions of this Section.
2. The Grantee will send to each labor union or representation of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Township advising the said labor union or workers' representatives of the Grantee's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

F. Subcontract Provisions

The Grantee will include the Civil Rights Provisions and Affirmative Action and Equal Opportunity Provisions in every subcontract or purchase order under this Agreement, either specifically or by reference so that such provisions will be binding upon each subcontractor or vendor.

SECTION 12: SOLE SOURCE OF FUNDS

The sole source of funding from the Township for payment of services performed under this Agreement is the SLFRF provided to the Township by Treasury. The Grantee agrees that in the event that the SLFRF is reduced or withheld by Treasury, the Township shall not be liable for payment from Township funds other than the SLFRF Program, and the Grantee further agrees the maximum sum payable under this Agreement may be reduced by the Township.

The Grantee expressly understands and agrees that all rights, demands and claims to compensation arising under this Agreement shall be conditioned and contingent upon receipt of such funds by the Township. In the event that such funds are not received by the Township for any reason, the Grantee expressly agrees and covenants to hold and save harmless the Township or its agents or employees from any costs, expenses, liabilities, or obligations arising from the claims of any person or persons for any cost they have incurred or claim to have incurred by reason of subcontract or sub-agreement with the Grantee.

SECTION 13: TOWNSHIP OBLIGATIONS AND LIMITATIONS

It is expressly understood by the Grantee that the Township's total commitment to activities covered in this Agreement is not to exceed **Eight Thousand Seven Hundred Sixty dollars (\$8,760.00)**, and that the Township has no obligation to complete the activities proposed in Attachment A or to provide any additional funding or services from any source for said activities.

SECTION 14: INDEMNITY AND HOLD HARMLESS PROVISIONS

- A. The Township and Grantee acknowledge that the Beneficiary is an independent contractor in all of the Grantee activities and that in the course of such activities, at no time do the Grantee, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of Grantee become the agents of the Township for any purpose, and at no time shall the Township become liable in any manner whatever for any of the actions or activities of the Grantee, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Grantee.

In the event any person shall undertake to hold the Township liable for any conduct or activities of the Grantee, its officers, directors (trustees), members, employees, volunteers, or other person acting on behalf of the Grantee, the Grantee expressly agrees to hold the Township harmless of and from any such liability.

- B. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Township and the Grantee. The Township shall be exempt from payment of all employee benefits including Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance on behalf of the Grantee. If any portion of the Grantee's SLFRF allocation under this Agreement is used to pay employee benefit costs, the Grantee is still wholly responsible for payment of these costs and settlement of any claims resulting from its actions.

SECTION 15: CONTRACT DURATION AND TERMINATION PROVISION

- A. This Agreement shall become effective **April 18, 2023**.
- B. The Scope of Services, as stated in Section 4 of this Agreement must be completed within twelve (12) consecutive months of the effective date of this Agreement unless an extension is approved in writing by the Township. The Grantee may request an extension of the grant period in writing from the Township Manager.
- C. This Agreement may be terminated by the Township for failure to comply with the terms of the Agreement upon fifteen (15) days written notice to the Grantee.
- D. The Grantee's obligation to the Township shall not end until all close-out requirements are completed. Close-out activities shall include, but not be limited to, making final payments, and determining the custodianship of records.
- G. If a contract is terminated, canceled or suspended according to the provisions of this Section, the Grantee shall have no claims for damages against the Township on account of cancellation or suspension or declaration of ineligibility.

SECTION 16: REVERSION OF ASSETS

The Grantee shall also ensure that in the event that any real or personal property purchased under this Agreement is sold within one year after execution of this Agreement, any income from the sale shall be returned to the Township within ten (10) days of sale. In the event that the balance of funds held in the Grantee's SLFRF Account is not sufficient to repay SLFRF funds received by Grantee, the Grantee must provide a written explanation to the Township at least twenty (20) working days prior to closing of a transaction.

SECTION 17: MODIFICATION AND RENEGOTIATION

- A. This Agreement will be subject to modification and/or renegotiation to conform with any changes caused by amendments or revisions in Federal laws and regulations. This Agreement may also be modified to reflect changes in funding amounts or other grant conditions related to the use of SLFRF funds.
- B. The Township or the Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Township Board and the Grantee's Board of Directors. Such amendments shall not invalidate this Agreement, nor relieve or release the Township or the Grantee from its obligations under this Agreement.

SECTION 18: CONFLICT OF INTEREST

A. Compliance

The Grantee agrees to abide by federal, state and local provisions with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Grantee further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Grantee hereunder.

No person(s) who exercise or have exercised any functions or responsibilities with respect to activities assisted with SLFRF funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

B. Persons Covered by this Policy

Persons covered by these conflict of interest provisions include:

- 1. All employees of the Grantee and their families, including spouses, minor children and other relatives who are residents of their household.
- 2. All members of the Grantee's Board of Directors, and their families, including spouses, minor children and other relatives who are residents of their households.
- 3. All agents, officers, consultants, elected or appointed officials, or any persons who exercise any functions or responsibilities with respect to the activities assisted under this Agreement or who are in a position to participate in a decision-making process affecting the activities covered under this Agreement.

C. Conflicts Prohibited

- 1. Except for approved eligible administrative or personnel costs, no persons covered under this Section may gain a financial interest or benefit from the activities covered under this Agreement, or have an interest in or share in the proceeds of any subcontract thereunder.

2. No person covered by this Section shall participate in selection of a vendor, contractor, or firm to be compensated under this Agreement if he/she, members of his/her immediate family, his/her partners or business affiliates, or an organization which employs or is about to employ any of the above have a financial or other interest in the selected firm, vendor, or contractor.
3. Persons covered by this Section shall neither solicit nor accept gratuities, favors or anything of monetary value from actual or potential contractors, firms, or vendors. The only exceptions shall be:
 - a. Acceptance of food or refreshment of nominal value on infrequent occasions in the ordinary course of a luncheon or dinner meeting or other meeting, or in the normal course of such covered person's assigned duties when such covered person is properly in attendance;
 - b. Acceptance of a loan from a bank or other financial institution on customary terms to finance usual activities of such covered person;
 - c. Acceptance of unsolicited advertising or promotional materials, such as pens, pencils, calendars, or other items of nominal value.

D. Exceptions

1. In some cases, an exception to the prohibition described in paragraph C, above, may serve to further the purposes of the SLFRF Program and the effective and efficient administration of this Agreement. A waiver of the Conflict of Interest provisions may be granted only by the Township. The Grantee shall submit a written request for such a waiver to the Township Manager.
2. Requests for waivers shall include the following information:
 - a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made;
 - b. A description of factors that warrant an exception from the Conflict of Interest Policy. Such factors should include:
 - (1) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
 - (2) Whether the interest or benefit was present before the affected person was in a position to participate in the decision-making process or gain inside information with regard to activities, or to obtain a personal or financial interest or benefit from the activity, or to exercise any function or responsibility in regard to the activity in question;
 - (3) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - (4) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available; and
 - (5) Any other relevant considerations.

SECTION 19: COPYRIGHTS AND PATENTS

If this Agreement results in a book or other copyrightable materials or patentable materials, the Grantee may copyright or patent such, but the Township and the United States Government reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use such materials and to authorize others to do so.

SECTION 20: NOTIFICATION

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been served as of the postmark appearing upon the envelope if sent by the United States mail, at the address listed below, or upon the actual date of delivery if hand delivered to the address listed below. Either party may change the below listed address at which one receives written notices by so notifying the other party hereto in writing.

ADDRESS OF TOWNSHIP

Robert M. West
Hartland Township
2655 Clark Rd
Hartland, MI 48353

ADDRESS OF GRANTEE

Larry Ciofu c/o Kurt Stromlund
Hartland Lions Club
1879 Korte
Hartland, MI 48353

SECTION 21: OTHER FEDERAL, STATE, AND LOCALLY MANDATED PROVISIONS

A. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

1. No elected federal, state or local official shall be admitted to any share or part of this Agreement or to any benefit to arise from the same greater than all other private citizens.
2. No officer, employee, or member of the governing body of the Township who exercises any function or responsibilities in connection with the carrying out of the project to which this contract pertains shall have any private interest, direct or indirect, in this contract.

B. DRUG-FREE WORK PLACE PROVISION

The Grantee certifies to provide for a drug-free work place in conformance with the Drug-Free Workplace Act of 1988. This includes the administration of a policy designed to ensure that all program work areas are free from the illegal use, possession or distribution of drugs or alcohol by its employees, volunteers, or program beneficiaries.

C. ANTI-LOBBYING PROVISION

The Grantee certifies that, to the best of its knowledge and belief,

1. No Federal appropriated funds shall be used by Grantee for publicity or propaganda purposes designed to support or defeat legislation pending before a Federal, State, or local government.
2. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Township, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. If any funds other than Federal appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee must notify the Township.
4. The Grantee shall require that the language of this certification be included in the award of documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

D. **POLITICAL ACTIVITY PROVISION (HATCH ACT)**

The Grantee agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, lobbying, or to further the election or defeat of any candidate for public office.

E. **PROHIBITION AGAINST SECTARIAN OR RELIGIOUS ACTIVITY**

The Grantee agrees that funds provided under this Agreement will not be used for sectarian or religious activities, to promote sectarian or religious interests, or for the benefit of a sectarian or religious organization.

F. **BUY USA**

Grantee should, to the greatest extent practicable , provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

SECTION 22: PARTIAL INVALIDITY

Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or enforceable any other section or any part of any section in this Agreement.

SECTION 23: NO THIRD-PARTY RIGHTS

Nothing in this agreement shall be construed to constitute or create rights in any person, firm or other entity against the parties hereto (as third-party beneficiaries or otherwise) or to create obligations or responsibilities of the Township or the Grantee to such third parties, or to permit anyone other than the Township and the Grantee to rely upon the agreements herein contained. The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the Township.

SECTION 24: ALL TERMS AND CONDITIONS ARE INCLUDED IN CONTRACT

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference, including Attachments A, B, and C and referenced federal regulations, are made wholly a part of this Agreement as if incorporated herein. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto and hereinafter set their hands and seals on the day and year hereinabove written.

TOWNSHIP OF HARTLAND, MICHIGAN

BY:

BY:

Bill Fountain, Township Supervisor

Name
President

ATTEST:

WITNESS:

Larry Ciofu, Township Clerk

Name
Secretary

AMERICAN RESCUE PLAN ACT PROJECT FUNDING APPLICATION

PROJECT NAME: Kidsight Eye Screening Camera

ORGANIZATION NAME: Hartland Lions Club

ADDRESS: Kurt Stromlund, President
1879 Korte St
Hartland, MI 48353

PROJECT CONTACT: Larry N. Ciofu, Lions Club Member

PHONE: NO.: (248) 342-5457

E-MAIL: lciofu@aol.com

PROJECT START DATE: 5/1/2023

PROJECT END DATE: 5/1/2023

DESCRIPTION OF PROJECT:

The Lion's Club International (LCI) is the largest volunteer organization in the world and has a mission statement as follows: "To empower Lions clubs, volunteers, and partners to improve health and well-being, strengthen communities, and support those in need through humanitarian services and grants that impact lives globally, and encourage peace and international understanding". They focus on five global causes, Diabetes, Environment, Hunger Vision, and Childhood Cancer. The Hartland Lions Club is a Chapter in the Michigan District 11-C2 comprising the Townships of Livingston, Clinton, Eaton, Gratiot and Shiawassee. The Hartland Lions Club embraces the five global causes of LCI on the local level here in Hartland, and the immediate surrounding areas. The Strategic Objective of the Lions Club with regards to Vision is to "Serve to prevent avoidable blindness and improve quality of life for people who are blind and visually impaired. As to this objective the Hartland Lions Club has participated in the "Lions Kidsight USA" program for many years here in Hartland. The Kidsight program provides vision screening for children from 6 months to 6 years, as vision problems undetected by the age of 7 can become permanent, and will also screen children through grade 12. The procedure is done with a special eye camera that provides digital touch-less technology and will produce immediate "pass/referral (fail) results. The Hartland Lions Clubs held the following Kidsight screenings in the past year:

March 18, 2022 at Cromaine Library

April 29, 2022 at the Community Education Center

May 6, 2022 at Garden Gate Montessori

May 27, 2022 at Garden Gate Montessori

July 7, 8, 2022 at Potter's Zoo in Lansing

October 3, 2022 at Hartland Child Care

January 3, 2023 at the Community Education Center

A scheduled event for February 1, 2023 was cancelled as we could not get one of the four District cameras on that day.

We are respectfully requesting ARPA funds to purchase a screening camera to be primarily used in Hartland Township.

COMMUNITY BENEFIT

As noted, we have worked with various childhood learning institutions in Hartland and would look to expand our reach into the community. We need to get the approval of the institution and work with staff for setting up screening centers and signing up children that wish to participate. Each child tested must have a signed release form from the parents and the Lions Club workers must take a test to become a certified vision screener prior to participating in the screening process. We have screened over 275 children in the past year and have recommended referrals to local eye care professional to the parents of those children based on these tests when warranted.

FACILITATION AND COMPLETION OF THE PROJECT

Lions Club President Kurt Stromlund, and member Larry Ciofu, will facilitate the purchase of the camera and peripheral equipment coordinating with the Lions Club of Michigan and a local Michigan distributor.

BENEFITS/INVOLVEMENT OF OTHER ORGANIZATIONS

In addition to benefits of free early-stage eye screening of local children, the Hartland Lions Club will receive the additional benefit of completing one of the yearly goals required to maintain Chapter Membership. Other Lions Clubs in the District 11-C2 townships will benefit by being able to borrow the Hartland camera for their KidSight events if not being used in Hartland Township at that time.

ADDITIONAL INFORMATION

Attached KidSight information.

TOTAL PROJECT COST

We have not obtained a current quote as we are working with the Lions Club International and the Lions Club of Michigan to identify reputable Michigan distributors of the camera. We have the Lions Club of Michigan invoice from their last purchase of cameras from 2021 indicating the cost of a camera, peripheral equipment and delivery of \$6,950 at that time (attached). The Hartland Lions Club would be seeking the maximum ARPA allotment of \$7500 or the actual price, which ever is lower. Any amount over the \$7500 maximum allotment will be paid by the Hartland Lions Club.

OTHER FUNDING SOURCES

Any amount over the \$7500 maximum allotment will be paid by the Hartland Lions Club. In addition, by making the camera available to other Chapters within District 11-C2, the Lions Club of Michigan will provide for ongoing maintenance costs of the camera.



Larry N. Ciofu, Lions Club Member



Date



School Health Corporation
5600 Apollo Drive
Rolling Meadows, Illinois 60008
P(866)323-5465 | F(800)235-1305
schoolhealth.com

ACKNOWLEDGEMENT

ACK DATE	ORDER NO.
03/31/21	3899692-00
P.O. #	PAGE #
033121	1

Attn: CHAD MCCANN
Ship To: LIONS OF MICHIGAN FNDN
5730 EXECUTIVE DR
LANSING, MI 48911-5301

Bill To: LIONS OF MICHIGAN FNDN
5730 EXECUTIVE DR
LANSING, MI 48911-5301

INSTRUCTIONS		SHIP POINT		VIA		SHIPPED	TERMS	
		SCHOOL HEALTH		UPS GROUND			NET 30	
LN	ITEM AND DESCRIPTION	ORDERED	BACK ORDER	SHIPPED	UOM	PRICE	AMOUNT	
1	1003012SP SPOT VISION SCREENER W/5 YR PIC NP *****ATTENTION: PLEASE READ ***** ACTIVATE YOUR 5 YEAR PARTNERS IN CARE WARRANTY IMMEDIATELY! To activate: 1. Locate the device serial number and priority numbers from the yellow envelope that was enclosed with your product shipment. 2. Please call Hillrom at 800-535-6663, Option 1 (US/Canada) or go to welchallyn.com/service/activate and follow the instructions. 3. Once your PIC has been activated, Hillrom will send you a welcome letter within 10-15 days including your service agreement number, the serial number of the devices covered, and the effective dates of the agreement. Please keep these numbers in a secure place for future use. PRODUCT INCLUDES: Spot Vision Screener, Carry Case w/foam insert, wrist strap*, and 5 Year Warranty at \$1496 value. *Please note the Spot wrist strap DOES NOT HAVE LATEX. *Do not throw away protective foam insert.	4	4	0	PKG	6950.00	27800.00	
2	1020208PROMO PPE KIT PPE Kit Includes: 1020055, 1020126, 1020133, 55694 PROMO OFFER CANNOT BE APPLIED TO PRIOR PURCHASES!	4	0		KIT	0.00	0.00	
3	52903 WIRELESS PRINTER FOR SPOT VISION SCREENER	4	0		EACH	214.11	856.44	
Items stocked in our warehouse usually ship within 24 hours. Items above may be indicated as **Shipping Direct From Manufacturer** or **Oversized (O/S) Item**. Costs for **Oversized (O/S) Item** are shown with your order totals. Delivery times for items **Shipping Direct From Manufacturer** vary. For specific delivery time, call customer care at 866-323-5465.		3 Lines Total		Qty Shipped Total		8	Total	28656.44

Continued



We Supply Your Future™

School Health Corporation
 5600 Apollo Drive
 Rolling Meadows, Illinois 60008
 P(866)323-5465 | F(800)235-1305
 schoolhealth.com

ACKNOWLEDGEMENT

ACK DATE		ORDER NO.
03/31/21		3899692-00
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Attn: CHAD MCCANN
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INSTRUCTIONS		SHIP POINT		VIA		SHIPPED	TERMS
		SCHOOL HEALTH		UPS GROUND			NET 30
LN	ITEM AND DESCRIPTION	ORDERED	BACK ORDER	SHIPPED	UOM	PRICE	AMOUNT
<div>Freight 140.00</div> <div>Downpayment 1000.00</div> <div>Invoice Total 27796.44</div> <div>Tax ID Number: 36-2425385</div>							



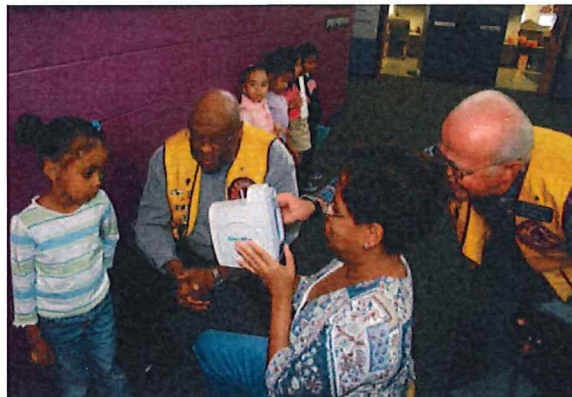
OUR CHILDREN Are Counting on Us

According to educational experts, 80% of learning is visual. So if a child can't see well, he can't learn well. That's why Lions KidSight USA was established.

Lions KidSight USA is a new national program that brings Lions together to ensure that our children receive eye screenings and follow-up care when needed. But to do this, we need your help.

Support Lions KidSight USA

- **We're 6 to 6** – we provide vision screening to children 6 months to 6 years of age.
- **We're national** – we're creating a coordinated national coalition of new and experienced Lions vision screeners.
- **We're needed** – vision problems undetected by the age of 7 can become permanent.



■ And we're waiting for you to join us!

Change a Life by Becoming a Vision Screener

Every child deserves to learn and see the world clearly. With just minutes of training, any Lion can screen the vision of a child. Just push a few buttons and the screening devices used in KidSight USA do all the work for you.

Start Planning Your Vision Screening Program Today

Visit www.e-district.org/sites/kidsightusa to learn more about becoming a vision screener and how your club can get involved in Lions KidSight USA!

www.e-district.org/sites/kidsightusa



PROGRAM OVERVIEW

SUMMER 2021

OUR MISSION

Lions KidSight USA is a nation-wide program bringing Lions clubs across the country together to ensure our children receive eye screenings and follow-up care when needed.

According to educational experts, **80%** of learning is visual. If children can't see well, they will have more difficulty learning.

1-in-3 young children have poor but correctable vision - often just needing eyeglasses.

CORE VALUES

We believe very strongly from years of experience that early childhood vision screening- and correction of poor vision - is one of the most effective and cost-efficient health care interventions in the entire world.

We provide vision screening to children as young as six months and through grade 12.

We're national – we've created a coordinated national coalition of active and experienced Lions vision screeners.

We're needed – vision problems undetected by the age of 7 can become permanent.

We're concerned – How many millions of kids now have worsening eyesight from prolonged “screen” time, in 2020?

We are cutting edge, modern and digital. While basic eye-chart screenings have been around since 1899 - and we use eye chart screenings in our own EyeCare practices because they will always play an important role in performing a full and complete eye exam in the doctor's office - eye chart screenings have some limitations when used for large-scale children's vision screenings.

We provide immediate results. Eye chart testing can be subjective and relies on a well-trained school staff person as well as a very cooperative student in order to produce quick, reliable results. Eye chart screenings can miss such potential issues, such as farsightedness, amblyopia factors, low-grade cases of myopia and astigmatism. In contrast, the digital, touch-less technology used in our primary screening devices is automatic and produces immediate “pass/referral (fail)” results.

All-Volunteer Management Board

The board of directors of LionsKidSight USA includes two seasoned lifelong optometrists, as well as a board-certified ophthalmologist. Plus, the U.S.-based Executive Officers of Lions Clubs International. It's a lean national standards body, but very experienced and goal oriented. All volunteer as well.

LionsKidSight USA Foundation is a legally incorporated nonprofit organization, a fully tax-exempt 501-C3 charity.



A Partnership of state programs

Across the entire country - from Oregon on the west coast to Connecticut out East - Lions KidSight initiatives have been operating since 1998, when the first generation of vision screening cameras were introduced, using older film-based technologies that require manual interpretation of the photos. Nowadays, all these programs use newer, more efficient and touch-less digital screening devices.



Attachment A

Despite all the challenges caused by the Covid lockdowns over the last year, I'm amazed by the tremendous strides accomplished by the Lions KidSight USA Foundation and all our friends and partners. I'm particularly excited at the potential of Project SEE CLEARLY 2021 campaign to once again help ensure the vision health of our next generation. Please join with us. Our kids are counting on us.

—Dr. Edward Cordes, Chair, Lions KidSight USA Foundation

New Project SEE CLEARLY '21 campaign developed and readying for national launch on August 15.



Lions KidSight USA board holds virtual meeting in late March to approve the Project SEE CLEARLY '21 initiative.



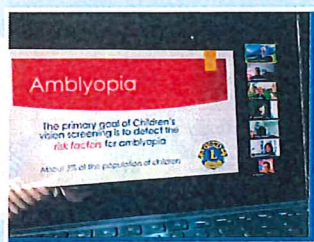
Hillrom™

plusoptix

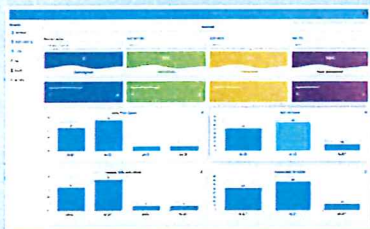
Partners Plusoptix and Hillrom/Welch Allyn both commit to helping sponsor Project SEE CLEARLY '21.

WelchAllyn™

MD 33 Massachusetts held a Lions KidSight refresher, virtual training.



Essilor Vision Foundation endorses the campaign.



Database Retooling - work continues on re-designing the Lions KidSight USA screening results reporting system, set for July 1. Testing and final design tweaks are progressing.



Studio Tyson engaged as video, branding, and web design firm for campaign

PROJECT SEE CLEARLY '21 | What is it exactly?

The year 2020 was a disaster of a year - enough said.

One hidden, potential consequence is that early childhood vision health screenings were postponed for millions of children. An estimated 25 million children have now gone for almost two full years without a simple, yet potentially life-changing, vision screening. Additionally, the switch to remote education over "tiny screens" may have caused a surge of children with correctable myopia, which has spiked to affect nearly half of ALL children in recent studies from China and Taiwan.

Is a vision problem tsunami now stalking our children as well? We just don't know. Only the kick-start in 2021 of children's vision screening programs will tell us.

This is the rationale and urgency for our new, national initiative Project SEE CLEARLY '21. We seek to clear the national backlog of children who are way overdue for their next vision screening, and to improve the eyesight of at least 10,000* young children between August 15th and Halloween to put vision health of our children back on track. Join us in this crusade! (*Note: 10,000 kids with improved eyesight based on the target of screening 1M kids this autumn.)



Children's Vision Health

KNOW THE FACTS



Vision and education professionals widely agree that **80%** of a child's learning comes through their vision



According to the National Institutes of Health in 2015,



174,000 children aged 3 to 5 years in the United States were visually impaired



Almost 121,000 of these cases (69%) arose from simple uncorrected refractive error – the need for glasses.



43,000 (25%) from bilateral amblyopia.

5% of children have risk factors for the development of unilateral (one eye) amblyopia.

The **#1 cause** of preventable vision loss in the USA is amblyopia.

8%

of children younger than 18 years in the United States have a diagnosed eye and vision condition

The World Health Organization states that the single largest cause for vision impairment is the **need for glasses**



Lions KidSight USA children's vision screenings detects these risk factors with an 80% sensitivity and a

95% accuracy rate



Lions KidSight USA vision screenings are fast, touchless and

FREE

OUR CHILDREN Are Counting on Us



According to educational experts, 80% of learning is visual. If children can't see well, they will have more difficulty learning.

Lions KidSight USA is a nation-wide program that brings Lions clubs across the country together to ensure our children receive eye screenings and follow-up care when needed.

1-in-3 young children have poor but correctable vision - often just needing eyeglasses.



Support Lions KidSight USA

- **We're 6 to 6** – we provide vision screening to children as young as 6 months to grade 12.
- **We're national** – we've created a coordinated national coalition of active and experienced Lions vision screeners.
- **We're needed** – vision problems undetected by the age of 7 can become permanent.
- How many millions of kids now have worsening eyesight from prolonged "screen" time?

Change a Life by Becoming a Vision Screener

- Every child deserves to learn and see the world clearly.
- With just minutes of training, any person can screen the vision of a child. Just push a few buttons and the screening devices used in KidSight USA do all the work, providing instantaneous, very accurate results.

Start Planning Your Vision Screening Program Today

Visit **www.LionsKidSightUSA.org** to learn more about (1) becoming a vision screener and (2) how to plan a half-day screening event.

The kids are waiting for you!

Vision Screening Device Partners: Hill-Rom/Welch Allyn & Plusoptix



LionsKidSightUSA.org

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LionsKidSightUSA.org

90 DAYS To Protect the EyeSight and Vision Health of our Kids

A Planning Tool for Organizing Your First Children's Vision Screening



According to educational experts, 80% of learning is visual. If children can't see well, they will have more difficulty learning.

Project SEE CLEARLY '21 is a national vision screening and correction campaign to help clear the national backlog of the 25 MILLION children – aged 6 mos and through early grade school—who have gone for nearly 2 years without a basic vision screening due to pandemic interruption. This volunteer initiative is brought to you by the Lions KidSight USA- a nation-wide program that brings Lions clubs across the country together to ensure our children receive eye screenings and follow-up care when needed.

1-in-3 young children have poor but correctable vision - often just needing eyeglasses.



Support Lions KidSight USA

- **We're 6 to 6** – we provide vision screening to children as young as 6 months to grade 12.
- **We're national** – we've created a coordinated national coalition of active and experienced Lions vision screeners.
- **We're needed** – vision problems undetected by the age of 7 can become permanent.
- How many millions of kids now have worsening eyesight from prolonged "screen" time?

Take These 3 Steps To Conduct KidSight Vision Screenings in YOUR town:

1

Send an info pack to either all public elementaries, or any early child care centers, to get their permission to host a vision screening.

2

Identify 3-6 people to be certified by LKSUSA as a children's vision screener.

3

Secure a screening instrument from a nearby club, district/local Lions KidSight team, or by contacting us 45 days prior to your screening if a device is needed.



FIRST 30 DAYS

SEND permission approval letter packet to schools and/or early child centers and nursery schools. Identify 3 or more club members willing to devote 2 hours online to become a Certified Vision Screener at LionsKidSightUSA.org/certification as well as commit to one half day, or ideally a few half days, to conduct the vision screenings.

SECOND 30 DAYS

FOLLOW-UP with the area's schools and/or early child care centers to set a day and time for the screening; provide any assistance needed in securing parental/guardian permission (assuming the facility does not already have a 'global permission' in place).

SECURE a screening device, if needed, from a nearby club or the district/LionsKidSight body if they have a rotating device program, and if not, contact us to explore either purchasing one if long-term usage is planned, or requesting a trial device from one of our two corporate partners if you are uncertain about future screening volumes and activities.

CREATE an "Upcoming Service Project" posting in MyLion for the vision screening initiative, which will help generate excitement plus help with coordination.

FINAL 30 DAY STRETCH

ASSIGN responsible person or party to enter data of the screening results.

ARRANGE a referral process to assist any students' families who may require assistance to receive a full eye exam if failing this instrument vision screening. (A "referral avg" for most screenings should be between 10-20%, depending on the community's access to preventative health screenings in general).

PLAN to Celebrate your Success for organizing and conducting your First children's vision screening.

Rinse, repeat again...till every child is given the chance to **SEE CLEARLY.**



LionsKidSightUSA.org



2021

Vision Screening Event Planner

All Lions clubs are self-governing, and any club is ultimately responsible for conducting events and complying with local laws and regulations. This planner is intended to provide recommendations, best-practice sharing from other clubs' experiences and should not be considered legal advice nor any form of instruction. The activities in this planner may or may not be appropriate within your community. Consult with a local Lions KidSight and/or local children's vision screening initiatives for appropriate guidance for your community, to ensure compliance with all laws and regulations, safety guidelines and protocols to be followed.



Half-Day Lions KidSight Event



Correctable vision problems affect about 25% of children, often silent and un-detected. Yet, 80% of learning and social development relies on healthy, clear vision. It's a fundamental building block. Annual children's vision screenings—which are touchless, digital, automatic and performed using a special camera device—are one of the best ways to help safeguard their vision. The screening devices accurately detect possible early risk factors for amblyopia and poor vision that require referral to a professional for follow-up care and possibly prescription eyeglasses to SEE CLEARLY.

This project planner provides some planning tips for your club to partner with local early elementary schools, preschools or even daycare centers (children as young as 6 months can be screened effectively using anyone of the modern, digital screening devices). This type of event can bring an important, health screening service, at no-expense, to our schools and care centers, shouldering some of their extra burden at this time of need in '21-22... and hopefully bring a smile to any children with poor, but correctable vision.

Start planning your event.

Fill in the blank fields in the form below to determine the details of your event.

<p>Duration</p> <p>Half day (4 hours)</p>	<p>Location Considerations</p> <p>Approach local institutions which help care or educate young children, such as:</p> <ul style="list-style-type: none"> <input type="radio"/> Public Elementary <input type="radio"/> Nursery Schools <input type="radio"/> Daycare Facilities <input type="radio"/> Church Daycares/schools <input type="radio"/> Head Start Schools & Social Service Centers <input type="radio"/> After-school Programs
<p>Planning time</p> <p>4-6 weeks</p>	
<p>Start/end dates</p> <p>_____</p>	

Lion members who can best conduct vision screenings:

- ✓ Someone certified as a vision screener
- ✓ Available to volunteer for 4/hr events
- ✓ Has fun rapport with children

What you can achieve by conducting children's vision screening, especially in 2021:

- ① Help clear the national backlog from 2020
- ② Be part of a national campaign to champion kid's sight
- ③ Improve a child's learning abilities

Determine all the key steps for conducting a vision screening program so it becomes an annual club service event

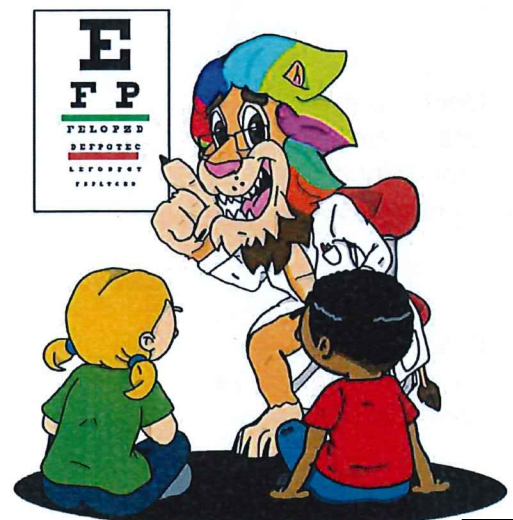
Be sure to focus your outreach on agencies/schools you may have partnered with in other ways. If your club is not currently participating in vision screening activities of this type, contact other clubs with experience in vision screening asking for advice/guidance. Reach out to your district/multiple district chairperson for guidance.

All successful vision screening programs embrace these tasks and objectives:

- Work closely with school or agency staff
- Have permission forms signed by parents or guardian before screening (some schools/agencies have global permission pre-signed)
- Follow strict privacy laws and regulations (HIPAA)
- Ensure the room for screening is the correct size and has adjustable lighting
- Ensure all Lions participating are trained in their tasks
- Ensure all local COVID guidelines are followed
- Have a plan for follow up contacts with families of those children who were referred
- Provide some modest financial assistance to families that cannot obtain care without some help
- Be prepared to provide financial assistance to indigent families that cannot obtain care
- Have a list of eye care professionals who will examine kids who were referred
- Record all data on the Lions KidSight USA database
- Ensure your club secretary records your event on MyLion
- Keep accurate records of:
 - The number of children screened
 - The age of those screened
 - If possible, obtain the number of those referred that actually received professional care
 - The number of children indicating the need for a referral

Screening Room Requirements:

- Room should have controllable light
- Do not screen in a dark room
- Direct light should not shine into the device
- Ideal number of Lions is 3
- Agency staff should always be present
- Arrange kids so one being screen and one watching – the rest waiting away so less distraction



Assign roles for volunteers at your event

Position/role	Name	Contact information	Notes
Vision Screening Project Chair			Can be a Lion/adult Leo or healthcare professional; must possess basic knowledge about vision health terminology and be able to lead both event logistics and volunteers
Volunteer Vision Screener Team Leader			Coordinate a small volunteer team of 3-6 to conduct vision screenings and be familiar with regulations for working with youth
School Outreach Coordinator			Should be a Lion totally familiar with process and terminology
Logistics Coordinator For Screenings			Lion who can coordinate all volunteers with agency staff and arrange for devices to be prepared and ready to screen
Event photographer			You need to secure signed release forms from participants if you plan to use event photographs for promotional purposes
Licensed eye healthcare professional to receive referrals			Should be identified in the planning process, if an Eye Care professional is not presently working with the club in this capacity
Follow-up Champion for kid's needing eye care and/or glasses			Club should have a standard plan for coverage – who and how much money. Only send checks to eye care professionals. Consider Essilor Vision Foundation Changing Life Through Lenses Program

Organize your vision screening project into achievable steps

Status	Task	Deadline	Task Lead	Tips
X	Visit www.LionsKidSighUSA.org to learn about children's vision screening			Take the online test to become a certified vision screener
	Talk with your club to get buy-in and form a project planning committee			» Determine event participants, activities and logistics » Decide and assign volunteer tasks
	Identify a partner school or Day Care			Identify any necessary equipment & promotional materials
	Set a date for a half day screening or even shorter			Should be secured at least 1 month in advance
	Ensure proper insurance coverage			» Check with relevant officials to determine if a certificate of insurance or supplemental insurance will be required » For questions regarding coverage under the General Liability Insurance Policy visit lionsclubs.org/pib-en
	Assemble Team of 3-6 Screening Volunteers			Certification recommended
	Create event itinerary			Should be a time-specific schedule of all activities from start to finish

Status	Task	Deadline	Task Lead	Tips
	Secure eye healthcare professional(s) to receive student referrals			
	Create promotion/ marketing plan			Can include flyers, digital materials, etc.
	Identify potential event collaborators or sponsors			
	Schedule a post-event meeting to celebrate successes and discuss opportunities for improvement			Use the reflection questions to talk about your project

A team of caring and dedicated people, and a few wonderful organizations, make it possible for Lions KidSight USA to screen and safeguard the vision of 2 million children annually (pre-Covid).

These wonderful partners who share the same mission, include:

Screening Equipment Device Partners

Hill-Rom/Welch Allyn - This decades old health care and medical device manufacturer has been a founding partner since 2015. www.hillrom.com

Plusoptix - This company specializes in the development of digital vision screening technologies, and has also been a founding member of Lions KidSight USA since 2015. www.plusoptix.com

Service Program Partners

Essilor Vision Foundation (EVF) - The charitable arm and foundation of the world's largest eyeglass lens manufacturer. Provides support through their Changing Lives Through Lenses (CLTS), an initiative that provides free EyeCare and eyeglasses to lower-income students and families. www.evfusa.org

Lions Clubs International Foundation (LCIF) - The charitable arm and nonprofit foundation of Lions Clubs International. LCIF has granted more than \$1.8 million in funding to support the development of regional and state Lions KidSight programs since 2000. www.lcif.org

Two-dozen regional and state Lions KidSight programs - the primary backbone of Lions KidSight USA.

School nurses, school officials, and daycare agency managers throughout the USA. We could not achieve our mission of safeguarding children's vision without thousands of dedicated people working in schools and day care centers across the country.



LionsKidSightUSA.org

ATTACHMENT B

TOWNSHIP OF HARTLAND, MICHIGAN
SLFRF INVESTMENT PARTNERSHIPS PROGRAM

CERTIFICATION OF LEGAL AUTHORITY TO EXECUTE THIS

AGREEMENT

The Grantee, hereby assures and certifies that:

- (a) It possesses legal authority to execute the attached agreement and provide the proposed program services agreed to.
- (b) Its governing body has duly agreed to and officially acted by a resolution, motion or similar action to authorize the execution of this Agreement, including all understandings and assurances contained herein. The governing body further authorizes the person identified as the official representative of the Grantee to act in connection with the agreement and to provide such additional service information as may be required.

Name and Title

ATTACHMENT C

TOWNSHIP OF HARTLAND,
MICHIGAN
SLFRF PROGRAM

CERTIFICATION TO COMPLY WITH ALL APPLICABLE FEDERAL REGULATIONS

The Grantee hereby assures and certifies to comply with all applicable laws and regulations relating to the SLFRF Program and all civil rights laws.

The Grantee further understands that the Township shall hold it responsible for knowledge and proper application of these laws and regulations. If, under any circumstances, the Grantee requires clarification of these laws or regulations, it shall be the Grantee's responsibility to contact the Township or the U.S. Department of Treasury.

The Grantee acknowledges that it cannot be absolved of its responsibilities under these laws or regulations by claiming lack of access, knowledge, or understanding thereof.

Name and Title

**AMERICAN RESCUE PLAN ACT (ARPA) COMMUNITY PROJECT
FUNDING AGREEMENT BETWEEN THE TOWNSHIP OF HARTLAND
AND HARTLAND MUSIC HALL**

THIS AGREEMENT, entered into **this 4th day of April, 2023**, by and between the Township of Hartland, Michigan, a municipal corporation, ("Township"), and **Hartland Music Hall**, ("Grantee")

WHEREAS, the Township is the recipient of funds from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program as established pursuant to the American Recovery Plan Amendments of 2021 ("ARPA"); and

WHEREAS, the Township desires to use some of these funds on community programs and services that address or mitigate the impacts of COVID-19; and

WHEREAS, under the provisions of the ARPA, the Township is required to report to the U.S. Department of Treasury the use of ARPA funds both by the Township and by any grantee, as specified by the ARPA Program.

NOW, THEREFORE, the parties mutually agree as follows:

SECTION 1: REFERENCES

- A. **"Application"** refers to the Grantee's application to the Township for funding under the SLFRF Program; contained in Attachment A.
- B. **"CFR"** refers to the Code of Federal Regulations.
- C. **"Grantee"** refers to an individual or organization, e.g., civic organization, non-profit, etc that is a beneficiary of a community projects program established by the Township using payments from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program as established pursuant to the American Recovery Plan Amendments of 2021 ("ARPA").
- D. **"Recipient"** refers to the Township of Hartland. **"Resolution"** refers to the resolution dated April 18, 2023, by the Township Board of the Township of Hartland authorizing execution of this Agreement and/or payment of SLFRF funds to the Grantee.
- E. **"Township"** refers to the Township of Hartland.
- F. **"Treasury"** refers to the United States Department of Treasury.

SECTION 2: CONTRACT DOCUMENTS

The contract documents consist of this Agreement, an Application for SLFRF funding contained in Attachment A, Certification of Legal Authority contained in Attachment B, and Certification to Comply with All Applicable Federal Regulations contained in Attachment C.

The information contained in Attachments A, B, and C as stated and incorporated by reference shall be considered fully a part of this Agreement and shall be fully binding upon the Township and the Grantee for purposes of this Agreement.

SECTION 3: AMOUNT AND SOURCES OF FUNDS

A grant of **\$7,500.00 (Dollars)**, from the Township's SLFRF funds is awarded to the Grantee for the capital appropriation subject to the terms and conditions of this Agreement, as more fully described in Attachment A.

In the event that Treasury determines that the Township or Grantee have not fulfilled their obligation under the SLFRF requirements, or the Township determines that the Grantee has not fulfilled its obligation under the SLFRF requirements and/or Treasury or the Township demands reimbursement of expenses paid under this Agreement, the Grantee shall provide said reimbursement from non-federal sources within ten days of said notice. The Grantee further acknowledges that this Agreement is necessary to comply with the requirements of SLFRF Program, which is the source of funds provided under this Agreement; and agrees that it will comply with, and will require all subcontractors, subgrantees and assigns to comply with all terms and conditions of SLFRF and this Agreement, as they may be amended from time to time. It shall be the Grantee's responsibility to ensure that it has the latest version of all applicable laws and regulations in its possession so as to be able to comply with their provisions.

SECTION 4: SCOPE OF SERVICES

Grantee will provide those activities described in Attachment A. The Grantee further agrees to the audit requirements in Section 5 of this Agreement.

SECTION 5: ADMINISTRATIVE REQUIREMENTS

A. EXPENDITURE OF FUNDS

The Grantee will expend funds in strict accordance with the purposes described in the application contained in Attachment A, and in strict accordance with the provisions of the SLFRF Program, as amended. The Grantee agrees to utilize the federal funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. COMPLIANCE WITH ALL APPLICABLE FEDERAL REGULATIONS

The Grantee agrees to comply with all provisions of the SLFRF Program, as amended, and all federal regulations and policies issued pursuant to these regulations. All applicable regulations whether stated herein or incorporated by reference, are hereby made wholly a part of this Agreement, and shall be binding on the Grantee.

C. FINANCIAL MANAGEMENT

1. The Grantee agrees to comply with SLFRF requirements and agrees to adhere to the accounting principles and procedures required therein. The Grantee further agrees to utilize adequate internal controls and maintain necessary source documentation for all costs incurred.
2. The Grantee shall administer its program in conformance with SLFRF requirements for all costs incurred whether charged on a direct or indirect basis.

D. PROCUREMENT PROCEDURE

1. In the procurement of materials, supplies and services necessary to perform the scope of services under this Agreement, the Grantee shall, insofar as practical, seek price quotations from at least three providers. Award shall be made to the provider offering the lowest acceptable quotation. The Grantee shall duly record the date and amount of such quotations and retain these records in its files.
2. The Grantee shall maintain an inventory of all non-expendable personal property as defined in Section 5F of this Agreement.

E. PROGRAM PROPERTY

1. Title to all equipment acquired with funds made available through this Agreement shall remain vested in the Grantee.
2. The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved, or sold using funds received under this Agreement, if applicable.

F. DOCUMENTATION AND RECORDKEEPING

1. The Grantee will collect and have on file records which demonstrate that the Grantee has complied with all regulations, laws, and requirements governing the use of SLFRF funds. The Grantee shall maintain all records required by the SLFRF Program and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken with SLFRF funds;
 - b. Records demonstrating that each activity undertaken meets one of the Objectives of the SLFRF Program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with SLFRF assistance (if applicable);
 - e. Records that demonstrate that each project meets the property standards;
 - f. Records that demonstrate compliance with the requirements of the SLFRF Program;
 - g. Financial records as required by SLFRF Program; and
 - h. Other records necessary to document compliance with the SLFRF Program.
2. The Grantee shall maintain records that adequately identify the source and application of SLFRF funds received under this Agreement. These records shall contain information pertaining to fund obligations, unobligated balances, assets, liabilities, outlays, and income, if any.
3. The Grantee will comply with any additional documentation requirements or subsequent agreements between the Township and the U.S. Department of Treasury for the conduct of activities under the SLFRF Investment Partnership Program.

G. ACCESS TO RECORDS

1. The Grantee will make available files and records of activities related to this Agreement to representatives of the Township and its designees, the Township's Independent Auditor, and officials of the U. S. Department of Treasury.
2. The Township, the Federal grantor agency, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee which are directly pertinent to this specific Agreement, for the purpose of making audit, examination, excerpts and transcriptions.

H. RECORDS RETENTION

1. The Grantee shall retain all records pertaining to this Agreement, including but not limited to financial, statistical, property and programmatic records, for a period of five (5) years after the Agreement expires or is terminated. All records, however, that are subject to audit findings shall be retained for three (3) years in the manner prescribed above or until an ongoing audit is completed

and all issues raised by the audit are resolved, whichever is later. Records for non-expendable property acquired with funds under this contract shall be retained for three (3) years after final disposition of such property.

2. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by federal, state or local law. These records must also be made available to Treasury and/or representatives of the Comptroller General of the United States for audit, inspection or copying purposes during normal business hours as defined in Section 5I of this agreement.

I. AUDIT REQUIREMENTS

1. The Grantee shall, at its own expense, obtain and submit to the Township within three (3) months of the end of the Grantee's fiscal year an annual audit to assure proper accounting for the expenditure of SLFRF funds provided by the Township.
2. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the Township banning the Grantee from future participation in SLFRF programs.

J. NONPROFIT 501(c)(3) STATUS

1. The Grantee shall be a bona fide private nonprofit corporation, registered with the State of Michigan Secretary of State, which meets the qualifications established in Section 501(c) of the Internal Revenue Code of 1988 and is exempt from taxation under Subtitle A of the Internal Revenue Code.

K. IDENTIFICATION OF BOARD OF DIRECTORS

1. The Grantee shall file with the Township Clerk a current listing of its officers and directors (trustees), including the addresses of such persons.

SECTION 6: DISBURSEMENT OF FUNDS

- A. All SLFRF funds will be made in a single payment to Grantee.
- B. When the administrative requirements of this Agreement are met by the Grantee, payments will be made.
- C. The Grantee shall at all times maintain close communication with the Township with respect to Grantee's disbursements to insure all disbursements are eligible expenditures under the terms and conditions of this Agreement.

SECTION 7: PERMITS, LICENSES, CODES AND INSPECTIONS

- A. The Grantee shall comply with all applicable laws, ordinances, and codes of the local, state, and federal government. This shall include giving appropriate notice as required by the Township and obtaining, at the Grantee's own expense, all permits required for the performance of the services covered by this Agreement.
- B. Any and all property improvements performed under this Agreement must be inspected by Township staff.

SECTION 8: SUBCONTRACTS

- A. The Grantee shall insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Township along with documentation of the selection process upon request.
- B. The Grantee shall include all of the provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.
- C. The Grantee shall be as fully responsible to the Township for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by the subcontractors, as the Grantee is

for the acts and omissions of persons directly employed by the Grantee.

- D. Nothing contained in this Agreement shall create any contractual relationship between the Township and any subcontractor.
- E. The Grantee will monitor all subcontracted services on a regular basis to assure contract compliance. The Grantee shall communicate any deficiencies in subcontractor activities in writing to the subcontractor and the Township. Corrective action for any noted areas of subcontractor deficiency shall occur within thirty (30) days of the written notice unless a waiver is approved in writing by the Township. Actions taken to correct subcontractor deficiencies must be documented in program files.

SECTION 9: CITIZEN PARTICIPATION REQUIREMENTS

The Grantee shall encourage citizens to submit views and proposals regarding the planning, implementation, and evaluation of the Grantee's program.

SECTION 10: CIVIL RIGHTS PROVISIONS

A. Nondiscrimination in the Provision of Services

The Grantee agrees that no person shall, on the grounds of race, religion, color, national origin, sex, age, handicapped condition, ancestry, family status or veterans status be excluded from participation in, be denied the benefit of, or be subjected to, discrimination in its program or any aspects of this Agreement. The Grantee shall comply with all existing Federal, State, and local laws, rules and regulations regarding equal opportunity and nondiscrimination, affirmative action procedures, fair housing, and laws, rules and regulations regarding the prescribed use of SLFRF funds. These laws, rules, and regulations include, but are not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended,
2. Title VIII of the Civil Rights Act of 1968, as amended,
3. Section 109 of Title I of the Housing and Community Development Act of 1974,
4. Section 504 of the Rehabilitation Act of 1973,
5. The Americans with Disabilities Act of 1990, and
6. The Age Discrimination Act of 1975.

B. Nondiscrimination in Employment

The Grantee agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicapped condition, national origin, ancestry, veteran's status, or family status. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, handicapped condition, national origin, ancestry, veteran's status, or family status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

C. Documentation

The Grantee shall maintain sufficient program and fiscal records to document that, under all aspects of this Agreement, the Grantee has acted in a manner which is in full compliance with the provisions of this Section where such provisions are applicable to this project. Such records shall at all times remain open to inspection by the Township, Treasury, or the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with the provisions of this Section.

SECTION 11: AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT PROVISIONS

A. Affirmative Action Plan

The Grantee shall, prior to receiving funds under this Agreement, have either an Affirmative Action Program that is currently certified by the Township, or have executed a Letter of Agreement obligating said Grantee to complete a certified Affirmative Action Plan within the time specified by such Letter of Agreement.

B. Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Firms

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken by the Grantee to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include, but not be limited to, the following:
 - a. Including qualified small and minority businesses on solicitation lists.
 - b. Assuring that small and minority businesses are solicited whenever they are potential sources.
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses.
 - e. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1d above.
2. The Grantee shall take similar, appropriate affirmative action in support of women's business enterprises.
3. Grantee is encouraged to procure goods and services from labor surplus areas.

C. EEO/AA Statement

The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Beneficiary, state that it is an Equal Opportunity or Affirmative Action employer.

D. Notification

1. The Grantee agrees to post in conspicuous places, available to employees, and applicants for employment or training, notices to be provided by the Township setting forth the provisions of this Section.
2. The Grantee will send to each labor union or representation of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Township advising the said labor union or workers' representatives of the Grantee's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

F. Subcontract Provisions

The Grantee will include the Civil Rights Provisions and Affirmative Action and Equal Opportunity Provisions in every subcontract or purchase order under this Agreement, either specifically or by reference so that such provisions will be binding upon each subcontractor or vendor.

SECTION 12: SOLE SOURCE OF FUNDS

The sole source of funding from the Township for payment of services performed under this Agreement is the SLFRF provided to the Township by Treasury. The Grantee agrees that in the event that the SLFRF is reduced or withheld by Treasury, the Township shall not be liable for payment from Township funds other than the SLFRF Program, and the Grantee further agrees the maximum sum payable under this Agreement may be reduced by the Township.

The Grantee expressly understands and agrees that all rights, demands and claims to compensation arising under this Agreement shall be conditioned and contingent upon receipt of such funds by the Township. In the event that such funds are not received by the Township for any reason, the Grantee expressly agrees and covenants to hold and save harmless the Township or its agents or employees from any costs, expenses, liabilities, or obligations arising from the claims of any person or persons for any cost they have incurred or claim to have incurred by reason of subcontract or sub-agreement with the Grantee.

SECTION 13: TOWNSHIP OBLIGATIONS AND LIMITATIONS

It is expressly understood by the Grantee that the Township's total commitment to activities covered in this Agreement is not to exceed **Seven Thousand Five Hundred dollars (\$7,500.00)**, and that the Township has no obligation to complete the activities proposed in Attachment A or to provide any additional funding or services from any source for said activities.

SECTION 14: INDEMNITY AND HOLD HARMLESS PROVISIONS

- A. The Township and Grantee acknowledge that the Beneficiary is an independent contractor in all of the Grantee activities and that in the course of such activities, at no time do the Grantee, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of Grantee become the agents of the Township for any purpose, and at no time shall the Township become liable in any manner whatever for any of the actions or activities of the Grantee, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Grantee.

In the event any person shall undertake to hold the Township liable for any conduct or activities of the Grantee, its officers, directors (trustees), members, employees, volunteers, or other person acting on behalf of the Grantee, the Grantee expressly agrees to hold the Township harmless of and from any such liability.

- B. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Township and the Grantee. The Township shall be exempt from payment of all employee benefits including Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance on behalf of the Grantee. If any portion of the Grantee's SLFRF allocation under this Agreement is used to pay employee benefit costs, the Grantee is still wholly responsible for payment of these costs and settlement of any claims resulting from its actions.

SECTION 15: CONTRACT DURATION AND TERMINATION PROVISION

- A. This Agreement shall become effective **April 18, 2023**.
- B. The Scope of Services, as stated in Section 4 of this Agreement must be completed within twelve (12) consecutive months of the effective date of this Agreement unless an extension is approved in writing by the Township. The Grantee may request an extension of the grant period in writing from the Township Manager.
- C. This Agreement may be terminated by the Township for failure to comply with the terms of the Agreement upon fifteen (15) days written notice to the Grantee.
- D. The Grantee's obligation to the Township shall not end until all close-out requirements are completed. Close-out activities shall include, but not be limited to, making final payments, and determining the custodianship of records.
- G. If a contract is terminated, canceled or suspended according to the provisions of this Section, the Grantee shall have no claims for damages against the Township on account of cancellation or suspension or declaration of ineligibility.

SECTION 16: REVERSION OF ASSETS

The Grantee shall also ensure that in the event that any real or personal property purchased under this Agreement is sold within one year after execution of this Agreement, any income from the sale shall be returned to the Township within ten (10) days of sale. In the event that the balance of funds held in the Grantee's SLFRF Account is not sufficient to repay SLFRF funds received by Grantee, the Grantee must provide a written explanation to the Township at least twenty (20) working days prior to closing of a transaction.

SECTION 17: MODIFICATION AND RENEGOTIATION

- A. This Agreement will be subject to modification and/or renegotiation to conform with any changes caused by amendments or revisions in Federal laws and regulations. This Agreement may also be modified to reflect changes in funding amounts or other grant conditions related to the use of SLFRF funds.
- B. The Township or the Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Township Board and the Grantee's Board of Directors. Such amendments shall not invalidate this Agreement, nor relieve or release the Township or the Grantee from its obligations under this Agreement.

SECTION 18: CONFLICT OF INTEREST

A. Compliance

The Grantee agrees to abide by federal, state and local provisions with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Grantee further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Grantee hereunder.

No person(s) who exercise or have exercised any functions or responsibilities with respect to activities assisted with SLFRF funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

B. Persons Covered by this Policy

Persons covered by these conflict of interest provisions include:

- 1. All employees of the Grantee and their families, including spouses, minor children and other relatives who are residents of their household.
- 2. All members of the Grantee's Board of Directors, and their families, including spouses, minor children and other relatives who are residents of their households.
- 3. All agents, officers, consultants, elected or appointed officials, or any persons who exercise any functions or responsibilities with respect to the activities assisted under this Agreement or who are in a position to participate in a decision-making process affecting the activities covered under this Agreement.

C. Conflicts Prohibited

- 1. Except for approved eligible administrative or personnel costs, no persons covered under this Section may gain a financial interest or benefit from the activities covered under this Agreement, or have an interest in or share in the proceeds of any subcontract thereunder.

2. No person covered by this Section shall participate in selection of a vendor, contractor, or firm to be compensated under this Agreement if he/she, members of his/her immediate family, his/her partners or business affiliates, or an organization which employs or is about to employ any of the above have a financial or other interest in the selected firm, vendor, or contractor.
3. Persons covered by this Section shall neither solicit nor accept gratuities, favors or anything of monetary value from actual or potential contractors, firms, or vendors. The only exceptions shall be:
 - a. Acceptance of food or refreshment of nominal value on infrequent occasions in the ordinary course of a luncheon or dinner meeting or other meeting, or in the normal course of such covered person's assigned duties when such covered person is properly in attendance;
 - b. Acceptance of a loan from a bank or other financial institution on customary terms to finance usual activities of such covered person;
 - c. Acceptance of unsolicited advertising or promotional materials, such as pens, pencils, calendars, or other items of nominal value.

D. Exceptions

1. In some cases, an exception to the prohibition described in paragraph C, above, may serve to further the purposes of the SLFRF Program and the effective and efficient administration of this Agreement. A waiver of the Conflict of Interest provisions may be granted only by the Township. The Grantee shall submit a written request for such a waiver to the Township Manager.
2. Requests for waivers shall include the following information:
 - a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made:
 - b. A description of factors that warrant an exception from the Conflict of Interest Policy. Such factors should include:
 - (1) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
 - (2) Whether the interest or benefit was present before the affected person was in a position to participate in the decision-making process or gain inside information with regard to activities, or to obtain a personal or financial interest or benefit from the activity, or to exercise any function or responsibility in regard to the activity in question;
 - (3) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - (4) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available; and
 - (5) Any other relevant considerations.

SECTION 19: COPYRIGHTS AND PATENTS

If this Agreement results in a book or other copyrightable materials or patentable materials, the Grantee may copyright or patent such, but the Township and the United States Government reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use such materials and to authorize others to do so.

SECTION 20: NOTIFICATION

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been served as of the postmark appearing upon the envelope if sent by the United States mail, at the address listed below, or upon the actual date of delivery if hand delivered to the address listed below. Either party may change the below listed address at which one receives written notices by so notifying the other party hereto in writing.

ADDRESS OF TOWNSHIP

Robert M. West
Hartland Township
2655 Clark Rd
Hartland, MI 48353

ADDRESS OF GRANTEE

Sarah Neidert
Hartland Music Hall c/o Cromaine District Library
3619 Hartland Road
Hartland, MI 48353

SECTION 21: OTHER FEDERAL, STATE, AND LOCALLY MANDATED PROVISIONS

A. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

1. No elected federal, state or local official shall be admitted to any share or part of this Agreement or to any benefit to arise from the same greater than all other private citizens.
2. No officer, employee, or member of the governing body of the Township who exercises any function or responsibilities in connection with the carrying out of the project to which this contract pertains shall have any private interest, direct or indirect, in this contract.

B. DRUG-FREE WORK PLACE PROVISION

The Grantee certifies to provide for a drug-free work place in conformance with the Drug-Free Workplace Act of 1988. This includes the administration of a policy designed to ensure that all program work areas are free from the illegal use, possession or distribution of drugs or alcohol by its employees, volunteers, or program beneficiaries.

C. ANTI-LOBBYING PROVISION

The Grantee certifies that, to the best of its knowledge and belief,

1. No Federal appropriated funds shall be used by Grantee for publicity or propaganda purposes designed to support or defeat legislation pending before a Federal, State, or local government.
2. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Township, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. If any funds other than Federal appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee must notify the Township.
4. The Grantee shall require that the language of this certification be included in the award of documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

D. POLITICAL ACTIVITY PROVISION (HATCH ACT)

The Grantee agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, lobbying, or to further the election or defeat of any candidate for public office.

E. PROHIBITION AGAINST SECTARIAN OR RELIGIOUS ACTIVITY

The Grantee agrees that funds provided under this Agreement will not be used for sectarian or religious activities, to promote sectarian or religious interests, or for the benefit of a sectarian or religious organization.

F. BUY USA

Grantee should, to the greatest extent practicable , provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

SECTION 22: PARTIAL INVALIDITY

Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or enforceable any other section or any part of any section in this Agreement.

SECTION 23: NO THIRD-PARTY RIGHTS

Nothing in this agreement shall be construed to constitute or create rights in any person, firm or other entity against the parties hereto (as third-party beneficiaries or otherwise) or to create obligations or responsibilities of the Township or the Grantee to such third parties, or to permit anyone other than the Township and the Grantee to rely upon the agreements herein contained. The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the Township.

SECTION 24: ALL TERMS AND CONDITIONS ARE INCLUDED IN CONTRACT

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference, including Attachments A, B, and C and referenced federal regulations, are made wholly a part of this Agreement as if incorporated herein. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto and hereinafter set their hands and seals on the day and year hereinabove written.

TOWNSHIP OF HARTLAND, MICHIGAN

BY:

BY:

Bill Fountain, Township Supervisor

Name
President

ATTEST:

WITNESS:

Larry Ciofu, Township Clerk

Name
Secretary



American Rescue Plan Act Project Funding Application

Hartland Township is pleased to provide an opportunity for financial assistance through the Township American Rescue Plan Act (ARPA) funding for non-profit civic community organizations operating and offering benefit within Hartland Township. The intent of the opportunity remains to maximize and diversify the Hartland Township ARPA funding.

Please understand Hartland Township's Administrative Committee will review all ARPA Project Funding Applications prior to determining whether they will support the described project. Please take the time and effort to explain to them how your project will benefit the community in detail. The quality of information provided can impact the Hartland Township Administrative Committee's decision to approve or deny funding.

PROJECT NAME: Hartland Music Hall Improvements

ORGANIZATION NAME: Hartland Music Hall

ADDRESS: 3619 Hartland Rd, Hartland, MI 48353
C/O Cromaine Dist. Library

PROJECT CONTACT: Sarah Neidert

PHONE NUMBER: (810) 632-5200

E-MAIL: Sarah@cromaine.org

PROJECT START DATE: ? PROJECT END DATE: December 2023

Submit completed applications to:

Robert West, Hartland Township Manager

Email: rwest@hartlandtwp.com

Mail: 2655 Clark Rd

Hartland, MI 48353

517-861-7889



American Rescue Plan Act Project Funding Application

1. Provide a detailed description of project (if necessary, attach separate pages):

- ① The historic organ @ the music hall needs to be assessed and serviced by a professional.
- ② The floors of the Hall need to be resurfaced.
This will include moving the seating, sanding, staining and replacing the seats

2. How does the proposed project benefit the community?

- ① The Kilgen Organ is used for the annual Messiah Chorus and other community events.
- ② The Hall is host to many community events.

3. Who will facilitate and complete the proposed project?

We have contacted an individual who services Kilgen organs - will provide a quote ASAP.

I will contract locally (w/ Don's help) for the floor project (if funding is available)

4. If benefits of this project will aid or involve other organizations, please describe and list:

- ① The Hartland Messiah Chorus will benefit from a tuned and serviced organ
- ② The Hartland Players host multiple plays per year, ~~also~~ Weddings and a community Church also take place in the Hall.

5. Additional Information:

Don Thompson resurfaced/stained the floors years ago. He will help supervise the flooring restoration, but we would like a professional crew to do the work.



American Rescue Plan Act Project Funding Application

Please provide supporting documentation that aligns with the budgetary information. Supporting documentation may consist of quotes, bids, invoices, purchase orders, sales agreements, board/commission meeting minutes, or other documents that provide additional information about the project described and the budget associated with that project. Funding requests are limited to \$7,500.00 per application. Approved application will require designated vendor and/or contractor to issue payment. ARPA guidelines prevent Hartland Township from issuing funds directly to the community organization, yet the Township can issue direct payments to the vendors and/or contractors.

TOTAL PROJECT COST: \$ _____

OTHER FUNDING SOURCE(S): _____

TOTAL FROM OTHER SOURCE(S): \$ _____

HARTLAND TOWNSHIP FUNDS REQUESTED: \$

\$7,500

Please provide the vendor and/or contractor funding should be issued to for project completion.

SIGNATURE OF APPLICANT:

Sarah Neider

DATE:

2/25/23

PRINTED NAME:

Sarah Neider

TITLE:

Library
Director

Please contact Robert West, Township Manager with any questions or comments regarding the application at rwest@hartlandtwp.com or directly at 517-861-7889

ATTACHMENT B

TOWNSHIP OF HARTLAND, MICHIGAN
SLFRF INVESTMENT PARTNERSHIPS PROGRAM

CERTIFICATION OF LEGAL AUTHORITY TO EXECUTE THIS

AGREEMENT

The Grantee, hereby assures and certifies that:

- (a) It possesses legal authority to execute the attached agreement and provide the proposed program services agreed to.
- (b) Its governing body has duly agreed to and officially acted by a resolution, motion or similar action to authorize the execution of this Agreement, including all understandings and assurances contained herein. The governing body further authorizes the person identified as the official representative of the Grantee to act in connection with the agreement and to provide such additional service information as may be required.

Name and Title

ATTACHMENT C

TOWNSHIP OF HARTLAND,
MICHIGAN
SLFRF PROGRAM

CERTIFICATION TO COMPLY WITH ALL APPLICABLE FEDERAL REGULATIONS

The Grantee hereby assures and certifies to comply with all applicable laws and regulations relating to the SLFRF Program and all civil rights laws.

The Grantee further understands that the Township shall hold it responsible for knowledge and proper application of these laws and regulations. If, under any circumstances, the Grantee requires clarification of these laws or regulations, it shall be the Grantee's responsibility to contact the Township or the U.S. Department of Treasury.

The Grantee acknowledges that it cannot be absolved of its responsibilities under these laws or regulations by claiming lack of access, knowledge, or understanding thereof.

Name and Title

**AMERICAN RESCUE PLAN ACT (ARPA) COMMUNITY PROJECT
FUNDING AGREEMENT BETWEEN THE TOWNSHIP OF HARTLAND
AND **ROTARY CLUB OF HARTLAND****

THIS AGREEMENT, entered into **this 4th day of April, 2023**, by and between the Township of Hartland, Michigan, a municipal corporation, ("Township"), and **Rotary Club of Hartland** ("Grantee")

WHEREAS, the Township is the recipient of funds from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program as established pursuant to the American Recovery Plan Amendments of 2021 ("ARPA"); and

WHEREAS, the Township desires to use some of these funds on community programs and services that address or mitigate the impacts of COVID-19; and

WHEREAS, under the provisions of the ARPA, the Township is required to report to the U.S. Department of Treasury the use of ARPA funds both by the Township and by any grantee, as specified by the ARPA Program.

NOW, THEREFORE, the parties mutually agree as follows:

SECTION 1: REFERENCES

- A. **"Application"** refers to the Grantee's application to the Township for funding under the SLFRF Program; contained in Attachment A.
- B. **"CFR"** refers to the Code of Federal Regulations.
- C. **"Grantee"** refers to an individual or organization, e.g., civic organization, non-profit, etc that is a beneficiary of a community projects program established by the Township using payments from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program as established pursuant to the American Recovery Plan Amendments of 2021 ("ARPA").
- D. **"Recipient"** refers to the Township of Hartland. **"Resolution"** refers to the resolution dated April 18, 2023, by the Township Board of the Township of Hartland authorizing execution of this Agreement and/or payment of SLFRF funds to the Grantee.
- E. **"Township"** refers to the Township of Hartland.
- F. **"Treasury"** refers to the United States Department of Treasury.

SECTION 2: CONTRACT DOCUMENTS

The contract documents consist of this Agreement, an Application for SLFRF funding contained in Attachment A, Certification of Legal Authority contained in Attachment B, and Certification to Comply with All Applicable Federal Regulations contained in Attachment C.

The information contained in Attachments A, B, and C as stated and incorporated by reference shall be considered fully a part of this Agreement and shall be fully binding upon the Township and the Grantee for purposes of this Agreement.

SECTION 3: AMOUNT AND SOURCES OF FUNDS

A grant of **\$6,200.00 (Dollars)**, from the Township's SLFRF funds is awarded to the Grantee for the capital appropriation subject to the terms and conditions of this Agreement, as more fully described in Attachment A.

In the event that Treasury determines that the Township or Grantee have not fulfilled their obligation under the SLFRF requirements, or the Township determines that the Grantee has not fulfilled its obligation under the SLFRF requirements and/or Treasury or the Township demands reimbursement of expenses paid under this Agreement, the Grantee shall provide said reimbursement from non-federal sources within ten days of said notice. The Grantee further acknowledges that this Agreement is necessary to comply with the requirements of SLFRF Program, which is the source of funds provided under this Agreement; and agrees that it will comply with, and will require all subcontractors, subgrantees and assigns to comply with all terms and conditions of SLFRF and this Agreement, as they may be amended from time to time. It shall be the Grantee's responsibility to ensure that it has the latest version of all applicable laws and regulations in its possession so as to be able to comply with their provisions.

SECTION 4: SCOPE OF SERVICES

Grantee will provide those activities described in Attachment A. The Grantee further agrees to the audit requirements in Section 5 of this Agreement.

SECTION 5: ADMINISTRATIVE REQUIREMENTS

A. EXPENDITURE OF FUNDS

The Grantee will expend funds in strict accordance with the purposes described in the application contained in Attachment A, and in strict accordance with the provisions of the SLFRF Program, as amended. The Grantee agrees to utilize the federal funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. COMPLIANCE WITH ALL APPLICABLE FEDERAL REGULATIONS

The Grantee agrees to comply with all provisions of the SLFRF Program, as amended, and all federal regulations and policies issued pursuant to these regulations. All applicable regulations whether stated herein or incorporated by reference, are hereby made wholly a part of this Agreement, and shall be binding on the Grantee.

C. FINANCIAL MANAGEMENT

1. The Grantee agrees to comply with SLFRF requirements and agrees to adhere to the accounting principles and procedures required therein. The Grantee further agrees to utilize adequate internal controls and maintain necessary source documentation for all costs incurred.
2. The Grantee shall administer its program in conformance with SLFRF requirements for all costs incurred whether charged on a direct or indirect basis.

D. PROCUREMENT PROCEDURE

1. In the procurement of materials, supplies and services necessary to perform the scope of services under this Agreement, the Grantee shall, insofar as practical, seek price quotations from at least three providers. Award shall be made to the provider offering the lowest acceptable quotation. The Grantee shall duly record the date and amount of such quotations and retain these records in its files.
2. The Grantee shall maintain an inventory of all non-expendable personal property as defined in Section 5F of this Agreement.

E. PROGRAM PROPERTY

1. Title to all equipment acquired with funds made available through this Agreement shall remain vested in the Grantee.
2. The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved, or sold using funds received under this Agreement, if applicable.

F. DOCUMENTATION AND RECORDKEEPING

1. The Grantee will collect and have on file records which demonstrate that the Grantee has complied with all regulations, laws, and requirements governing the use of SLFRF funds. The Grantee shall maintain all records required by the SLFRF Program and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken with SLFRF funds;
 - b. Records demonstrating that each activity undertaken meets one of the Objectives of the SLFRF Program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with SLFRF assistance (if applicable);
 - e. Records that demonstrate that each project meets the property standards;
 - f. Records that demonstrate compliance with the requirements of the SLFRF Program;
 - g. Financial records as required by SLFRF Program; and
 - h. Other records necessary to document compliance with the SLFRF Program.
2. The Grantee shall maintain records that adequately identify the source and application of SLFRF funds received under this Agreement. These records shall contain information pertaining to fund obligations, unobligated balances, assets, liabilities, outlays, and income, if any.
3. The Grantee will comply with any additional documentation requirements or subsequent agreements between the Township and the U.S. Department of Treasury for the conduct of activities under the SLFRF Investment Partnership Program.

G. ACCESS TO RECORDS

1. The Grantee will make available files and records of activities related to this Agreement to representatives of the Township and its designees, the Township's Independent Auditor, and officials of the U. S. Department of Treasury.
2. The Township, the Federal grantor agency, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee which are directly pertinent to this specific Agreement, for the purpose of making audit, examination, excerpts and transcriptions.

H. RECORDS RETENTION

1. The Grantee shall retain all records pertaining to this Agreement, including but not limited to financial, statistical, property and programmatic records, for a period of five (5) years after the Agreement expires or is terminated. All records, however, that are subject to audit findings shall be retained for three (3) years in the manner prescribed above or until an ongoing audit is completed

and all issues raised by the audit are resolved, whichever is later. Records for non-expendable property acquired with funds under this contract shall be retained for three (3) years after final disposition of such property.

2. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by federal, state or local law. These records must also be made available to Treasury and/or representatives of the Comptroller General of the United States for audit, inspection or copying purposes during normal business hours as defined in Section 5I of this agreement.

I. AUDIT REQUIREMENTS

1. The Grantee shall, at its own expense, obtain and submit to the Township within three (3) months of the end of the Grantee's fiscal year an annual audit to assure proper accounting for the expenditure of SLFRF funds provided by the Township.
2. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the Township banning the Grantee from future participation in SLFRF programs.

J. NONPROFIT 501(c)(3) STATUS

1. The Grantee shall be a bona fide private nonprofit corporation, registered with the State of Michigan Secretary of State, which meets the qualifications established in Section 501(c) of the Internal Revenue Code of 1988 and is exempt from taxation under Subtitle A of the Internal Revenue Code.

K. IDENTIFICATION OF BOARD OF DIRECTORS

1. The Grantee shall file with the Township Clerk a current listing of its officers and directors (trustees), including the addresses of such persons.

SECTION 6: DISBURSEMENT OF FUNDS

- A. All SLFRF funds will be made in a single payment to Grantee.
- B. When the administrative requirements of this Agreement are met by the Grantee, payments will be made.
- C. The Grantee shall at all times maintain close communication with the Township with respect to Grantee's disbursements to insure all disbursements are eligible expenditures under the terms and conditions of this Agreement.

SECTION 7: PERMITS, LICENSES, CODES AND INSPECTIONS

- A. The Grantee shall comply with all applicable laws, ordinances, and codes of the local, state, and federal government. This shall include giving appropriate notice as required by the Township and obtaining, at the Grantee's own expense, all permits required for the performance of the services covered by this Agreement.
- B. Any and all property improvements performed under this Agreement must be inspected by Township staff.

SECTION 8: SUBCONTRACTS

- A. The Grantee shall insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Township along with documentation of the selection process upon request.
- B. The Grantee shall include all of the provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.
- C. The Grantee shall be as fully responsible to the Township for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by the subcontractors, as the Grantee is

for the acts and omissions of persons directly employed by the Grantee.

- D. Nothing contained in this Agreement shall create any contractual relationship between the Township and any subcontractor.
- E. The Grantee will monitor all subcontracted services on a regular basis to assure contract compliance. The Grantee shall communicate any deficiencies in subcontractor activities in writing to the subcontractor and the Township. Corrective action for any noted areas of subcontractor deficiency shall occur within thirty (30) days of the written notice unless a waiver is approved in writing by the Township. Actions taken to correct subcontractor deficiencies must be documented in program files.

SECTION 9: CITIZEN PARTICIPATION REQUIREMENTS

The Grantee shall encourage citizens to submit views and proposals regarding the planning, implementation, and evaluation of the Grantee's program.

SECTION 10: CIVIL RIGHTS PROVISIONS

A. Nondiscrimination in the Provision of Services

The Grantee agrees that no person shall, on the grounds of race, religion, color, national origin, sex, age, handicapped condition, ancestry, family status or veterans status be excluded from participation in, be denied the benefit of, or be subjected to, discrimination in its program or any aspects of this Agreement. The Grantee shall comply with all existing Federal, State, and local laws, rules and regulations regarding equal opportunity and nondiscrimination, affirmative action procedures, fair housing, and laws, rules and regulations regarding the prescribed use of SLFRF funds. These laws, rules, and regulations include, but are not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended,
2. Title VIII of the Civil Rights Act of 1968, as amended,
3. Section 109 of Title I of the Housing and Community Development Act of 1974,
4. Section 504 of the Rehabilitation Act of 1973,
5. The Americans with Disabilities Act of 1990, and
6. The Age Discrimination Act of 1975.

B. Nondiscrimination in Employment

The Grantee agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicapped condition, national origin, ancestry, veteran's status, or family status. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, handicapped condition, national origin, ancestry, veteran's status, or family status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

C. Documentation

The Grantee shall maintain sufficient program and fiscal records to document that, under all aspects of this Agreement, the Grantee has acted in a manner which is in full compliance with the provisions of this Section where such provisions are applicable to this project. Such records shall at all times remain open to inspection by the Township, Treasury, or the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with the provisions of this Section.

SECTION 11: AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT PROVISIONS

A. Affirmative Action Plan

The Grantee shall, prior to receiving funds under this Agreement, have either an Affirmative Action Program that is currently certified by the Township, or have executed a Letter of Agreement obligating said Grantee to complete a certified Affirmative Action Plan within the time specified by such Letter of Agreement.

B. Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Firms

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken by the Grantee to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include, but not be limited to, the following:
 - a. Including qualified small and minority businesses on solicitation lists.
 - b. Assuring that small and minority businesses are solicited whenever they are potential sources.
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses.
 - e. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1d above.
2. The Grantee shall take similar, appropriate affirmative action in support of women's business enterprises.
3. Grantee is encouraged to procure goods and services from labor surplus areas.

C. EEO/AA Statement

The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Beneficiary, state that it is an Equal Opportunity or Affirmative Action employer.

D. Notification

1. The Grantee agrees to post in conspicuous places, available to employees, and applicants for employment or training, notices to be provided by the Township setting forth the provisions of this Section.
2. The Grantee will send to each labor union or representation of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Township advising the said labor union or workers' representatives of the Grantee's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

F. Subcontract Provisions

The Grantee will include the Civil Rights Provisions and Affirmative Action and Equal Opportunity Provisions in every subcontract or purchase order under this Agreement, either specifically or by reference so that such provisions will be binding upon each subcontractor or vendor.

SECTION 12: SOLE SOURCE OF FUNDS

The sole source of funding from the Township for payment of services performed under this Agreement is the SLFRF provided to the Township by Treasury. The Grantee agrees that in the event that the SLFRF is reduced or withheld by Treasury, the Township shall not be liable for payment from Township funds other than the SLFRF Program, and the Grantee further agrees the maximum sum payable under this Agreement may be reduced by the Township.

The Grantee expressly understands and agrees that all rights, demands and claims to compensation arising under this Agreement shall be conditioned and contingent upon receipt of such funds by the Township. In the event that such funds are not received by the Township for any reason, the Grantee expressly agrees and covenants to hold and save harmless the Township or its agents or employees from any costs, expenses, liabilities, or obligations arising from the claims of any person or persons for any cost they have incurred or claim to have incurred by reason of subcontract or sub-agreement with the Grantee.

SECTION 13: TOWNSHIP OBLIGATIONS AND LIMITATIONS

It is expressly understood by the Grantee that the Township's total commitment to activities covered in this Agreement is not to exceed **Six Thousand Two Hundred dollars (\$6,200.00)**, and that the Township has no obligation to complete the activities proposed in Attachment A or to provide any additional funding or services from any source for said activities.

SECTION 14: INDEMNITY AND HOLD HARMLESS PROVISIONS

- A. The Township and Grantee acknowledge that the Beneficiary is an independent contractor in all of the Grantee activities and that in the course of such activities, at no time do the Grantee, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of Grantee become the agents of the Township for any purpose, and at no time shall the Township become liable in any manner whatever for any of the actions or activities of the Grantee, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Grantee.

In the event any person shall undertake to hold the Township liable for any conduct or activities of the Grantee, its officers, directors (trustees), members, employees, volunteers, or other person acting on behalf of the Grantee, the Grantee expressly agrees to hold the Township harmless of and from any such liability.

- B. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Township and the Grantee. The Township shall be exempt from payment of all employee benefits including Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance on behalf of the Grantee. If any portion of the Grantee's SLFRF allocation under this Agreement is used to pay employee benefit costs, the Grantee is still wholly responsible for payment of these costs and settlement of any claims resulting from its actions.

SECTION 15: CONTRACT DURATION AND TERMINATION PROVISION

- A. This Agreement shall become effective **April 18, 2023**.
- B. The Scope of Services, as stated in Section 4 of this Agreement must be completed within twelve (12) consecutive months of the effective date of this Agreement unless an extension is approved in writing by the Township. The Grantee may request an extension of the grant period in writing from the Township Manager.
- C. This Agreement may be terminated by the Township for failure to comply with the terms of the Agreement upon fifteen (15) days written notice to the Grantee.
- D. The Grantee's obligation to the Township shall not end until all close-out requirements are completed. Close-out activities shall include, but not be limited to, making final payments, and determining the custodianship of records.
- G. If a contract is terminated, canceled or suspended according to the provisions of this Section, the Grantee shall have no claims for damages against the Township on account of cancellation or suspension or declaration of ineligibility.

SECTION 16: REVERSION OF ASSETS

The Grantee shall also ensure that in the event that any real or personal property purchased under this Agreement is sold within one year after execution of this Agreement, any income from the sale shall be returned to the Township within ten (10) days of sale. In the event that the balance of funds held in the Grantee's SLFRF Account is not sufficient to repay SLFRF funds received by Grantee, the Grantee must provide a written explanation to the Township at least twenty (20) working days prior to closing of a transaction.

SECTION 17: MODIFICATION AND RENEGOTIATION

- A. This Agreement will be subject to modification and/or renegotiation to conform with any changes caused by amendments or revisions in Federal laws and regulations. This Agreement may also be modified to reflect changes in funding amounts or other grant conditions related to the use of SLFRF funds.
- B. The Township or the Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Township Board and the Grantee's Board of Directors. Such amendments shall not invalidate this Agreement, nor relieve or release the Township or the Grantee from its obligations under this Agreement.

SECTION 18: CONFLICT OF INTEREST

A. Compliance

The Grantee agrees to abide by federal, state and local provisions with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Grantee further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Grantee hereunder.

No person(s) who exercise or have exercised any functions or responsibilities with respect to activities assisted with SLFRF funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

B. Persons Covered by this Policy

Persons covered by these conflict of interest provisions include:

- 1. All employees of the Grantee and their families, including spouses, minor children and other relatives who are residents of their household.
- 2. All members of the Grantee's Board of Directors, and their families, including spouses, minor children and other relatives who are residents of their households.
- 3. All agents, officers, consultants, elected or appointed officials, or any persons who exercise any functions or responsibilities with respect to the activities assisted under this Agreement or who are in a position to participate in a decision-making process affecting the activities covered under this Agreement.

C. Conflicts Prohibited

- 1. Except for approved eligible administrative or personnel costs, no persons covered under this Section may gain a financial interest or benefit from the activities covered under this Agreement, or have an interest in or share in the proceeds of any subcontract thereunder.

2. No person covered by this Section shall participate in selection of a vendor, contractor, or firm to be compensated under this Agreement if he/she, members of his/her immediate family, his/her partners or business affiliates, or an organization which employs or is about to employ any of the above have a financial or other interest in the selected firm, vendor, or contractor.
3. Persons covered by this Section shall neither solicit nor accept gratuities, favors or anything of monetary value from actual or potential contractors, firms, or vendors. The only exceptions shall be:
 - a. Acceptance of food or refreshment of nominal value on infrequent occasions in the ordinary course of a luncheon or dinner meeting or other meeting, or in the normal course of such covered person's assigned duties when such covered person is properly in attendance;
 - b. Acceptance of a loan from a bank or other financial institution on customary terms to finance usual activities of such covered person;
 - c. Acceptance of unsolicited advertising or promotional materials, such as pens, pencils, calendars, or other items of nominal value.

D. Exceptions

1. In some cases, an exception to the prohibition described in paragraph C, above, may serve to further the purposes of the SLFRF Program and the effective and efficient administration of this Agreement. A waiver of the Conflict of Interest provisions may be granted only by the Township. The Grantee shall submit a written request for such a waiver to the Township Manager.
2. Requests for waivers shall include the following information:
 - a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made;
 - b. A description of factors that warrant an exception from the Conflict of Interest Policy. Such factors should include:
 - (1) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
 - (2) Whether the interest or benefit was present before the affected person was in a position to participate in the decision-making process or gain inside information with regard to activities, or to obtain a personal or financial interest or benefit from the activity, or to exercise any function or responsibility in regard to the activity in question;
 - (3) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - (4) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available; and
 - (5) Any other relevant considerations.

SECTION 19: COPYRIGHTS AND PATENTS

If this Agreement results in a book or other copyrightable materials or patentable materials, the Grantee may copyright or patent such, but the Township and the United States Government reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use such materials and to authorize others to do so.

SECTION 20: NOTIFICATION

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been served as of the postmark appearing upon the envelope if sent by the United States mail, at the address listed below, or upon the actual date of delivery if hand delivered to the address listed below. Either party may change the below listed address at which one receives written notices by so notifying the other party hereto in writing.

ADDRESS OF TOWNSHIP

Robert M. West
Hartland Township
2655 Clark Rd
Hartland, MI 48353

ADDRESS OF GRANTEE

Greg Kirchmeier
Rotary Club of Hartland
P.O. Box 129
Hartland, MI 48353

SECTION 21: OTHER FEDERAL, STATE, AND LOCALLY MANDATED PROVISIONS

A. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

1. No elected federal, state or local official shall be admitted to any share or part of this Agreement or to any benefit to arise from the same greater than all other private citizens.
2. No officer, employee, or member of the governing body of the Township who exercises any function or responsibilities in connection with the carrying out of the project to which this contract pertains shall have any private interest, direct or indirect, in this contract.

B. DRUG-FREE WORK PLACE PROVISION

The Grantee certifies to provide for a drug-free work place in conformance with the Drug-Free Workplace Act of 1988. This includes the administration of a policy designed to ensure that all program work areas are free from the illegal use, possession or distribution of drugs or alcohol by its employees, volunteers, or program beneficiaries.

C. ANTI-LOBBYING PROVISION

The Grantee certifies that, to the best of its knowledge and belief,

1. No Federal appropriated funds shall be used by Grantee for publicity or propaganda purposes designed to support or defeat legislation pending before a Federal, State, or local government.
2. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Township, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. If any funds other than Federal appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee must notify the Township.
4. The Grantee shall require that the language of this certification be included in the award of documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

D. **POLITICAL ACTIVITY PROVISION (HATCH ACT)**

The Grantee agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, lobbying, or to further the election or defeat of any candidate for public office.

E. **PROHIBITION AGAINST SECTARIAN OR RELIGIOUS ACTIVITY**

The Grantee agrees that funds provided under this Agreement will not be used for sectarian or religious activities, to promote sectarian or religious interests, or for the benefit of a sectarian or religious organization.

F. **BUY USA**

Grantee should, to the greatest extent practicable , provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

SECTION 22: PARTIAL INVALIDITY

Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or enforceable any other section or any part of any section in this Agreement.

SECTION 23: NO THIRD-PARTY RIGHTS

Nothing in this agreement shall be construed to constitute or create rights in any person, firm or other entity against the parties hereto (as third-party beneficiaries or otherwise) or to create obligations or responsibilities of the Township or the Grantee to such third parties, or to permit anyone other than the Township and the Grantee to rely upon the agreements herein contained. The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the Township.

SECTION 24: ALL TERMS AND CONDITIONS ARE INCLUDED IN CONTRACT

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference, including Attachments A, B, and C and referenced federal regulations, are made wholly a part of this Agreement as if incorporated herein. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto and hereinafter set their hands and seals on the day and year hereinabove written.

TOWNSHIP OF HARTLAND, MICHIGAN

BY:

BY:

Bill Fountain, Township Supervisor

Name
President

ATTEST:

WITNESS:

Larry Ciofu, Township Clerk

Name
Secretary

American Rescue Plan Act Project Funding Application

PROJECT NAME: Rotary Club of Hartland Butterfly Garden

ORGANIZATION NAME: Rotary Club of Hartland

ADDRESS: P.O. Box 129, Hartland, MI 48353

PROJECT CONTACT: Greg Kirchmeier

PHONE NUMBER: (810) 632-9533

E-MAIL: greg.kirchmeier@edwardjones.com

1. Provide a detailed description of project:
 - a. We are requesting funds for the maintenance, improvements and upkeep of the Butterfly Garden that was installed several years ago in Settler's Park by the Rotary Club of Hartland
2. How does the proposed project benefit the community?
 - a. The Butterfly Garden provides a nutrient-rich environment for butterflies to feed on with butterfly-friendly plants, flowers and milkweeds
 - b. The Butterfly Garden provides a nice space in the park for those walking to stop, sit down and enjoy.
 - c. The Butterfly Garden also has a free little lending library
 - d. The Butterfly Garden also will soon have a 8' tall "Peace Pole" with "May Peace Prevail" in eight different languages: English, Spanish, Chinese, German, French, Japanese, Italian and Russian
3. Who will facilitate and complete the proposed project?
 - a. SoilVation Landscaping, Howell
 - b. Members of the Rotary Club of Hartland
4. If benefits of this project will aid or involve other organizations, please describe and list:
 - a. None currently, at this time
5. Additional Information:
 - a. TOTAL PROJECT COST: \$4,500. See attached quotes from SoilVation Landscaping

OTHER FUNDING SOURCE(S): Varying donations (\$ and sweat equity) from members of the Rotary Club of Hartland; Our annual fund-raising event in the summer has been providing the bulk of funds needed to maintain the Garden's appearance (mulch, weeding, new plantings...)

TOTAL FROM OTHER SOURCES: \$1,200-\$1,700

HARTLAND TOWNSHIP FUNDS REQUESTED: \$4,500. Funds to be sent directly to SoilVation Landscaping, 4784 Nature View Ct, Howell, MI 48353, (810) 360-3020

SIGNATURE OF APPLICANT: Barbara A. Walker DATE: 2/28/23

PRINTED NAME: Greg Kirchmeier

TITLE: Sergeant at Arms

BARBARA WALKER - PAST PRESIDENT

ATTACHMENT B

TOWNSHIP OF HARTLAND, MICHIGAN
SLFRF INVESTMENT PARTNERSHIPS PROGRAM

CERTIFICATION OF LEGAL AUTHORITY TO EXECUTE THIS

AGREEMENT

The Grantee, hereby assures and certifies that:

- (a) It possesses legal authority to execute the attached agreement and provide the proposed program services agreed to.
- (b) Its governing body has duly agreed to and officially acted by a resolution, motion or similar action to authorize the execution of this Agreement, including all understandings and assurances contained herein. The governing body further authorizes the person identified as the official representative of the Grantee to act in connection with the agreement and to provide such additional service information as may be required.

Name and Title

ATTACHMENT C

TOWNSHIP OF HARTLAND,
MICHIGAN
SLFRF PROGRAM

CERTIFICATION TO COMPLY WITH ALL APPLICABLE FEDERAL REGULATIONS

The Grantee hereby assures and certifies to comply with all applicable laws and regulations relating to the SLFRF Program and all civil rights laws.

The Grantee further understands that the Township shall hold it responsible for knowledge and proper application of these laws and regulations. If, under any circumstances, the Grantee requires clarification of these laws or regulations, it shall be the Grantee's responsibility to contact the Township or the U.S. Department of Treasury.

The Grantee acknowledges that it cannot be absolved of its responsibilities under these laws or regulations by claiming lack of access, knowledge, or understanding thereof.

Name and Title

**AMERICAN RESCUE PLAN ACT (ARPA) COMMUNITY PROJECT
FUNDING AGREEMENT BETWEEN THE TOWNSHIP OF HARTLAND
AND HARTLAND AREA CHAMBER OF COMMERCE**

THIS AGREEMENT, entered into **this 4th day of April, 2023**, by and between the Township of Hartland, Michigan, a municipal corporation, ("Township"), and **Hartland Area Chamber of Commerce**, ("Grantee")

WHEREAS, the Township is the recipient of funds from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program as established pursuant to the American Recovery Plan Amendments of 2021 ("ARPA"); and

WHEREAS, the Township desires to use some of these funds on community programs and services that address or mitigate the impacts of COVID-19; and

WHEREAS, under the provisions of the ARPA, the Township is required to report to the U.S. Department of Treasury the use of ARPA funds both by the Township and by any grantee, as specified by the ARPA Program.

NOW, THEREFORE, the parties mutually agree as follows:

SECTION 1: REFERENCES

- A. **"Application"** refers to the Grantee's application to the Township for funding under the SLFRF Program; contained in Attachment A.
- B. **"CFR"** refers to the Code of Federal Regulations.
- C. **"Grantee"** refers to an individual or organization, e.g., civic organization, non-profit, etc that is a beneficiary of a community projects program established by the Township using payments from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program as established pursuant to the American Recovery Plan Amendments of 2021 ("ARPA").
- D. **"Recipient"** refers to the Township of Hartland. **"Resolution"** refers to the resolution dated April 18, 2023, by the Township Board of the Township of Hartland authorizing execution of this Agreement and/or payment of SLFRF funds to the Grantee.
- E. **"Township"** refers to the Township of Hartland.
- F. **"Treasury"** refers to the United States Department of Treasury.

SECTION 2: CONTRACT DOCUMENTS

The contract documents consist of this Agreement, an Application for SLFRF funding contained in Attachment A, Certification of Legal Authority contained in Attachment B, and Certification to Comply with All Applicable Federal Regulations contained in Attachment C.

The information contained in Attachments A, B, and C as stated and incorporated by reference shall be considered fully a part of this Agreement and shall be fully binding upon the Township and the Grantee for purposes of this Agreement.

SECTION 3: AMOUNT AND SOURCES OF FUNDS

A grant of **\$10,000.00 (Dollars)**, from the Township's SLFRF funds is awarded to the Grantee for the capital appropriation subject to the terms and conditions of this Agreement, as more fully described in Attachment A.

In the event that Treasury determines that the Township or Grantee have not fulfilled their obligation under the SLFRF requirements, or the Township determines that the Grantee has not fulfilled its obligation under the SLFRF requirements and/or Treasury or the Township demands reimbursement of expenses paid under this Agreement, the Grantee shall provide said reimbursement from non-federal sources within ten days of said notice. The Grantee further acknowledges that this Agreement is necessary to comply with the requirements of SLFRF Program, which is the source of funds provided under this Agreement; and agrees that it will comply with, and will require all subcontractors, subgrantees and assigns to comply with all terms and conditions of SLFRF and this Agreement, as they may be amended from time to time. It shall be the Grantee's responsibility to ensure that it has the latest version of all applicable laws and regulations in its possession so as to be able to comply with their provisions.

SECTION 4: SCOPE OF SERVICES

Grantee will provide those activities described in Attachment A. The Grantee further agrees to the audit requirements in Section 5 of this Agreement.

SECTION 5: ADMINISTRATIVE REQUIREMENTS

A. EXPENDITURE OF FUNDS

The Grantee will expend funds in strict accordance with the purposes described in the application contained in Attachment A, and in strict accordance with the provisions of the SLFRF Program, as amended. The Grantee agrees to utilize the federal funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. COMPLIANCE WITH ALL APPLICABLE FEDERAL REGULATIONS

The Grantee agrees to comply with all provisions of the SLFRF Program, as amended, and all federal regulations and policies issued pursuant to these regulations. All applicable regulations whether stated herein or incorporated by reference, are hereby made wholly a part of this Agreement, and shall be binding on the Grantee.

C. FINANCIAL MANAGEMENT

1. The Grantee agrees to comply with SLFRF requirements and agrees to adhere to the accounting principles and procedures required therein. The Grantee further agrees to utilize adequate internal controls and maintain necessary source documentation for all costs incurred.
2. The Grantee shall administer its program in conformance with SLFRF requirements for all costs incurred whether charged on a direct or indirect basis.

D. PROCUREMENT PROCEDURE

1. In the procurement of materials, supplies and services necessary to perform the scope of services under this Agreement, the Grantee shall, insofar as practical, seek price quotations from at least three providers. Award shall be made to the provider offering the lowest acceptable quotation. The Grantee shall duly record the date and amount of such quotations and retain these records in its files.
2. The Grantee shall maintain an inventory of all non-expendable personal property as defined in Section 5F of this Agreement.

E. PROGRAM PROPERTY

1. Title to all equipment acquired with funds made available through this Agreement shall remain vested in the Grantee.
2. The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved, or sold using funds received under this Agreement, if applicable.

F. DOCUMENTATION AND RECORDKEEPING

1. The Grantee will collect and have on file records which demonstrate that the Grantee has complied with all regulations, laws, and requirements governing the use of SLFRF funds. The Grantee shall maintain all records required by the SLFRF Program and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken with SLFRF funds;
 - b. Records demonstrating that each activity undertaken meets one of the Objectives of the SLFRF Program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with SLFRF assistance (if applicable);
 - e. Records that demonstrate that each project meets the property standards;
 - f. Records that demonstrate compliance with the requirements of the SLFRF Program;
 - g. Financial records as required by SLFRF Program; and
 - h. Other records necessary to document compliance with the SLFRF Program.
2. The Grantee shall maintain records that adequately identify the source and application of SLFRF funds received under this Agreement. These records shall contain information pertaining to fund obligations, unobligated balances, assets, liabilities, outlays, and income, if any.
3. The Grantee will comply with any additional documentation requirements or subsequent agreements between the Township and the U.S. Department of Treasury for the conduct of activities under the SLFRF Investment Partnership Program.

G. ACCESS TO RECORDS

1. The Grantee will make available files and records of activities related to this Agreement to representatives of the Township and its designees, the Township's Independent Auditor, and officials of the U. S. Department of Treasury.
2. The Township, the Federal grantor agency, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee which are directly pertinent to this specific Agreement, for the purpose of making audit, examination, excerpts and transcriptions.

H. RECORDS RETENTION

1. The Grantee shall retain all records pertaining to this Agreement, including but not limited to financial, statistical, property and programmatic records, for a period of five (5) years after the Agreement expires or is terminated. All records, however, that are subject to audit findings shall be retained for three (3) years in the manner prescribed above or until an ongoing audit is completed

and all issues raised by the audit are resolved, whichever is later. Records for non-expendable property acquired with funds under this contract shall be retained for three (3) years after final disposition of such property.

2. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by federal, state or local law. These records must also be made available to Treasury and/or representatives of the Comptroller General of the United States for audit, inspection or copying purposes during normal business hours as defined in Section 5I of this agreement.

I. AUDIT REQUIREMENTS

1. The Grantee shall, at its own expense, obtain and submit to the Township within three (3) months of the end of the Grantee's fiscal year an annual audit to assure proper accounting for the expenditure of SLFRF funds provided by the Township.
2. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the Township banning the Grantee from future participation in SLFRF programs.

J. NONPROFIT 501(c)(3) STATUS

1. The Grantee shall be a bona fide private nonprofit corporation, registered with the State of Michigan Secretary of State, which meets the qualifications established in Section 501(c) of the Internal Revenue Code of 1988 and is exempt from taxation under Subtitle A of the Internal Revenue Code.

K. IDENTIFICATION OF BOARD OF DIRECTORS

1. The Grantee shall file with the Township Clerk a current listing of its officers and directors (trustees), including the addresses of such persons.

SECTION 6: DISBURSEMENT OF FUNDS

- A. All SLFRF funds will be made in a single payment to Grantee.
- B. When the administrative requirements of this Agreement are met by the Grantee, payments will be made.
- C. The Grantee shall at all times maintain close communication with the Township with respect to Grantee's disbursements to insure all disbursements are eligible expenditures under the terms and conditions of this Agreement.

SECTION 7: PERMITS, LICENSES, CODES AND INSPECTIONS

- A. The Grantee shall comply with all applicable laws, ordinances, and codes of the local, state, and federal government. This shall include giving appropriate notice as required by the Township and obtaining, at the Grantee's own expense, all permits required for the performance of the services covered by this Agreement.
- B. Any and all property improvements performed under this Agreement must be inspected by Township staff.

SECTION 8: SUBCONTRACTS

- A. The Grantee shall insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Township along with documentation of the selection process upon request.
- B. The Grantee shall include all of the provisions of this Agreement to be included in, and made a part of, any subcontract executed in the performance of this Agreement.
- C. The Grantee shall be as fully responsible to the Township for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by the subcontractors, as the Grantee is

for the acts and omissions of persons directly employed by the Grantee.

- D. Nothing contained in this Agreement shall create any contractual relationship between the Township and any subcontractor.
- E. The Grantee will monitor all subcontracted services on a regular basis to assure contract compliance. The Grantee shall communicate any deficiencies in subcontractor activities in writing to the subcontractor and the Township. Corrective action for any noted areas of subcontractor deficiency shall occur within thirty (30) days of the written notice unless a waiver is approved in writing by the Township. Actions taken to correct subcontractor deficiencies must be documented in program files.

SECTION 9: CITIZEN PARTICIPATION REQUIREMENTS

The Grantee shall encourage citizens to submit views and proposals regarding the planning, implementation, and evaluation of the Grantee's program.

SECTION 10: CIVIL RIGHTS PROVISIONS

A. Nondiscrimination in the Provision of Services

The Grantee agrees that no person shall, on the grounds of race, religion, color, national origin, sex, age, handicapped condition, ancestry, family status or veterans status be excluded from participation in, be denied the benefit of, or be subjected to, discrimination in its program or any aspects of this Agreement. The Grantee shall comply with all existing Federal, State, and local laws, rules and regulations regarding equal opportunity and nondiscrimination, affirmative action procedures, fair housing, and laws, rules and regulations regarding the prescribed use of SLFRF funds. These laws, rules, and regulations include, but are not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended,
2. Title VIII of the Civil Rights Act of 1968, as amended,
3. Section 109 of Title I of the Housing and Community Development Act of 1974,
4. Section 504 of the Rehabilitation Act of 1973,
5. The Americans with Disabilities Act of 1990, and
6. The Age Discrimination Act of 1975.

B. Nondiscrimination in Employment

The Grantee agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicapped condition, national origin, ancestry, veteran's status, or family status. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, handicapped condition, national origin, ancestry, veteran's status, or family status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

C. Documentation

The Grantee shall maintain sufficient program and fiscal records to document that, under all aspects of this Agreement, the Grantee has acted in a manner which is in full compliance with the provisions of this Section where such provisions are applicable to this project. Such records shall at all times remain open to inspection by the Township, Treasury, or the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with the provisions of this Section.

SECTION 11: AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT PROVISIONS

A. Affirmative Action Plan

The Grantee shall, prior to receiving funds under this Agreement, have either an Affirmative Action Program that is currently certified by the Township, or have executed a Letter of Agreement obligating said Grantee to complete a certified Affirmative Action Plan within the time specified by such Letter of Agreement.

B. Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Firms

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken by the Grantee to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include, but not be limited to, the following:
 - a. Including qualified small and minority businesses on solicitation lists.
 - b. Assuring that small and minority businesses are solicited whenever they are potential sources.
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses.
 - e. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1d above.
2. The Grantee shall take similar, appropriate affirmative action in support of women's business enterprises.
3. Grantee is encouraged to procure goods and services from labor surplus areas.

C. EEO/AA Statement

The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Beneficiary, state that it is an Equal Opportunity or Affirmative Action employer.

D. Notification

1. The Grantee agrees to post in conspicuous places, available to employees, and applicants for employment or training, notices to be provided by the Township setting forth the provisions of this Section.
2. The Grantee will send to each labor union or representation of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Township advising the said labor union or workers' representatives of the Grantee's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

F. Subcontract Provisions

The Grantee will include the Civil Rights Provisions and Affirmative Action and Equal Opportunity Provisions in every subcontract or purchase order under this Agreement, either specifically or by reference so that such provisions will be binding upon each subcontractor or vendor.

SECTION 12: SOLE SOURCE OF FUNDS

The sole source of funding from the Township for payment of services performed under this Agreement is the SLFRF provided to the Township by Treasury. The Grantee agrees that in the event that the SLFRF is reduced or withheld by Treasury, the Township shall not be liable for payment from Township funds other than the SLFRF Program, and the Grantee further agrees the maximum sum payable under this Agreement may be reduced by the Township.

The Grantee expressly understands and agrees that all rights, demands and claims to compensation arising under this Agreement shall be conditioned and contingent upon receipt of such funds by the Township. In the event that such funds are not received by the Township for any reason, the Grantee expressly agrees and covenants to hold and save harmless the Township or its agents or employees from any costs, expenses, liabilities, or obligations arising from the claims of any person or persons for any cost they have incurred or claim to have incurred by reason of subcontract or sub-agreement with the Grantee.

SECTION 13: TOWNSHIP OBLIGATIONS AND LIMITATIONS

It is expressly understood by the Grantee that the Township's total commitment to activities covered in this Agreement is not to exceed **Ten Thousand dollars (\$10,000.00)**, and that the Township has no obligation to complete the activities proposed in Attachment A or to provide any additional funding or services from any source for said activities.

SECTION 14: INDEMNITY AND HOLD HARMLESS PROVISIONS

- A. The Township and Grantee acknowledge that the Beneficiary is an independent contractor in all of the Grantee activities and that in the course of such activities, at no time do the Grantee, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of Grantee become the agents of the Township for any purpose, and at no time shall the Township become liable in any manner whatever for any of the actions or activities of the Grantee, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Grantee.

In the event any person shall undertake to hold the Township liable for any conduct or activities of the Grantee, its officers, directors (trustees), members, employees, volunteers, or other person acting on behalf of the Grantee, the Grantee expressly agrees to hold the Township harmless of and from any such liability.

- B. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Township and the Grantee. The Township shall be exempt from payment of all employee benefits including Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance on behalf of the Grantee. If any portion of the Grantee's SLFRF allocation under this Agreement is used to pay employee benefit costs, the Grantee is still wholly responsible for payment of these costs and settlement of any claims resulting from its actions.

SECTION 15: CONTRACT DURATION AND TERMINATION PROVISION

- A. This Agreement shall become effective **April 18, 2023**.
- B. The Scope of Services, as stated in Section 4 of this Agreement must be completed within twelve (12) consecutive months of the effective date of this Agreement unless an extension is approved in writing by the Township. The Grantee may request an extension of the grant period in writing from the Township Manager.
- C. This Agreement may be terminated by the Township for failure to comply with the terms of the Agreement upon fifteen (15) days written notice to the Grantee.
- D. The Grantee's obligation to the Township shall not end until all close-out requirements are completed. Close-out activities shall include, but not be limited to, making final payments, and determining the custodianship of records.
- G. If a contract is terminated, canceled or suspended according to the provisions of this Section, the Grantee shall have no claims for damages against the Township on account of cancellation or suspension or declaration of ineligibility.

SECTION 16: REVERSION OF ASSETS

The Grantee shall also ensure that in the event that any real or personal property purchased under this Agreement is sold within one year after execution of this Agreement, any income from the sale shall be returned to the Township within ten (10) days of sale. In the event that the balance of funds held in the Grantee's SLFRF Account is not sufficient to repay SLFRF funds received by Grantee, the Grantee must provide a written explanation to the Township at least twenty (20) working days prior to closing of a transaction.

SECTION 17: MODIFICATION AND RENEGOTIATION

- A. This Agreement will be subject to modification and/or renegotiation to conform with any changes caused by amendments or revisions in Federal laws and regulations. This Agreement may also be modified to reflect changes in funding amounts or other grant conditions related to the use of SLFRF funds.
- B. The Township or the Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Township Board and the Grantee's Board of Directors. Such amendments shall not invalidate this Agreement, nor relieve or release the Township or the Grantee from its obligations under this Agreement.

SECTION 18: CONFLICT OF INTEREST

A. Compliance

The Grantee agrees to abide by federal, state and local provisions with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Grantee further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Grantee hereunder.

No person(s) who exercise or have exercised any functions or responsibilities with respect to activities assisted with SLFRF funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

B. Persons Covered by this Policy

Persons covered by these conflict of interest provisions include:

- 1. All employees of the Grantee and their families, including spouses, minor children and other relatives who are residents of their household.
- 2. All members of the Grantee's Board of Directors, and their families, including spouses, minor children and other relatives who are residents of their households.
- 3. All agents, officers, consultants, elected or appointed officials, or any persons who exercise any functions or responsibilities with respect to the activities assisted under this Agreement or who are in a position to participate in a decision-making process affecting the activities covered under this Agreement.

C. Conflicts Prohibited

- 1. Except for approved eligible administrative or personnel costs, no persons covered under this Section may gain a financial interest or benefit from the activities covered under this Agreement, or have an interest in or share in the proceeds of any subcontract thereunder.

2. No person covered by this Section shall participate in selection of a vendor, contractor, or firm to be compensated under this Agreement if he/she, members of his/her immediate family, his/her partners or business affiliates, or an organization which employs or is about to employ any of the above have a financial or other interest in the selected firm, vendor, or contractor.
3. Persons covered by this Section shall neither solicit nor accept gratuities, favors or anything of monetary value from actual or potential contractors, firms, or vendors. The only exceptions shall be:
 - a. Acceptance of food or refreshment of nominal value on infrequent occasions in the ordinary course of a luncheon or dinner meeting or other meeting, or in the normal course of such covered person's assigned duties when such covered person is properly in attendance;
 - b. Acceptance of a loan from a bank or other financial institution on customary terms to finance usual activities of such covered person;
 - c. Acceptance of unsolicited advertising or promotional materials, such as pens, pencils, calendars, or other items of nominal value.

D. Exceptions

1. In some cases, an exception to the prohibition described in paragraph C, above, may serve to further the purposes of the SLFRF Program and the effective and efficient administration of this Agreement. A waiver of the Conflict of Interest provisions may be granted only by the Township. The Grantee shall submit a written request for such a waiver to the Township Manager.
2. Requests for waivers shall include the following information:
 - a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made:
 - b. A description of factors that warrant an exception from the Conflict of Interest Policy. Such factors should include:
 - (1) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
 - (2) Whether the interest or benefit was present before the affected person was in a position to participate in the decision-making process or gain inside information with regard to activities, or to obtain a personal or financial interest or benefit from the activity, or to exercise any function or responsibility in regard to the activity in question;
 - (3) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - (4) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available; and
 - (5) Any other relevant considerations.

SECTION 19: COPYRIGHTS AND PATENTS

If this Agreement results in a book or other copyrightable materials or patentable materials, the Grantee may copyright or patent such, but the Township and the United States Government reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use such materials and to authorize others to do so.

SECTION 20: NOTIFICATION

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been served as of the postmark appearing upon the envelope if sent by the United States mail, at the address listed below, or upon the actual date of delivery if hand delivered to the address listed below. Either party may change the below listed address at which one receives written notices by so notifying the other party hereto in writing.

ADDRESS OF TOWNSHIP

Robert M. West
Hartland Township
2655 Clark Rd
Hartland, MI 48353

ADDRESS OF GRANTEE

Emmalyn Wheaton
Hartland Area Chamber of Commerce
9525 E Highland Road
Howell, MI 48843

SECTION 21: OTHER FEDERAL, STATE, AND LOCALLY MANDATED PROVISIONS

A. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

1. No elected federal, state or local official shall be admitted to any share or part of this Agreement or to any benefit to arise from the same greater than all other private citizens.
2. No officer, employee, or member of the governing body of the Township who exercises any function or responsibilities in connection with the carrying out of the project to which this contract pertains shall have any private interest, direct or indirect, in this contract.

B. DRUG-FREE WORK PLACE PROVISION

The Grantee certifies to provide for a drug-free work place in conformance with the Drug-Free Workplace Act of 1988. This includes the administration of a policy designed to ensure that all program work areas are free from the illegal use, possession or distribution of drugs or alcohol by its employees, volunteers, or program beneficiaries.

C. ANTI-LOBBYING PROVISION

The Grantee certifies that, to the best of its knowledge and belief,

1. No Federal appropriated funds shall be used by Grantee for publicity or propaganda purposes designed to support or defeat legislation pending before a Federal, State, or local government.
2. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Township, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. If any funds other than Federal appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee must notify the Township.
4. The Grantee shall require that the language of this certification be included in the award of documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

D. POLITICAL ACTIVITY PROVISION (HATCH ACT)

The Grantee agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, lobbying, or to further the election or defeat of any candidate for public office.

E. PROHIBITION AGAINST SECTARIAN OR RELIGIOUS ACTIVITY

The Grantee agrees that funds provided under this Agreement will not be used for sectarian or religious activities, to promote sectarian or religious interests, or for the benefit of a sectarian or religious organization.

F. BUY USA

Grantee should, to the greatest extent practicable , provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

SECTION 22: PARTIAL INVALIDITY

Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or enforceable any other section or any part of any section in this Agreement.

SECTION 23: NO THIRD-PARTY RIGHTS

Nothing in this agreement shall be construed to constitute or create rights in any person, firm or other entity against the parties hereto (as third-party beneficiaries or otherwise) or to create obligations or responsibilities of the Township or the Grantee to such third parties, or to permit anyone other than the Township and the Grantee to rely upon the agreements herein contained. The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the Township.

SECTION 24: ALL TERMS AND CONDITIONS ARE INCLUDED IN CONTRACT

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference, including Attachments A, B, and C and referenced federal regulations, are made wholly a part of this Agreement as if incorporated herein. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto and hereinafter set their hands and seals on the day and year hereinabove written.

TOWNSHIP OF HARTLAND, MICHIGAN

BY:

BY:

Bill Fountain, Township Supervisor

Name
President

ATTEST:

WITNESS:

Larry Ciofu, Township Clerk

Name
Secretary



American Rescue Plan Act Project Funding Application

Hartland Township is pleased to provide an opportunity for financial assistance through the Township American Rescue Plan Act (ARPA) funding for non-profit civic community organizations operating and offering benefits within Hartland Township. The intent of the opportunity remains to maximize and diversify the Hartland Township ARPA funding.

Please understand Hartland Township's Administrative Committee will review all ARPA Project Funding Applications prior to determining whether they will support the described project. Please take the time and effort to explain to them how your project will benefit the community in detail. The quality of information provided can impact the Hartland Township Administrative Committee's decision to approve or deny funding.

PROJECT NAME: hARTland Art Walk Commissioned Community Artwork

ORGANIZATION NAME: Hartland Area Chamber of Commerce

ADDRESS: 9525 E Highland Rd, Howell, MI 48843

PROJECT CONTACT: Emmalyn Wheaton

PHONE NUMBER: 517-303-1606

E-MAIL: emmalyn@hartlandchamber.org

PROJECT START DATE: Sept 1, 2023 PROJECT END DATE: Oct 7, 2023

Submit completed applications to:
Robert West, Hartland Township Manager
Email: rwest@hartlandtwp.com
Mail: 2655 Clark Rd
Hartland, MI 48353
517-861-7889



American Rescue Plan Act Project Funding Application

1. Provide a detailed description of project (if necessary, attach separate pages):

The hARTland Art Walk Art Prize style community festival is a joint effort of the Partners in Progress/Hartland Living to help promote the community of Hartland and bring the beauty and culture of original artwork to Hartland. We are commissioning local artists to create original artwork that will have a permanent place in Settlers Park Butterfly Garden and a mural at the High School's new auxiliary field.

A sculpture will be commissioned for the garden and the mural will be painted on the side of the Auxiliary fields storage shed next to the sidewalk leading to the field.

2. How does the proposed project benefit the community?

This project is meant to bring original artworks that can be viewed and enjoyed by our community for years to come and encourage visitors from outside our community to visit Hartland to enjoy art, our parks and local businesses.

3. Who will facilitate and complete the proposed project?

Emmalyn Wheaton and the Art Walk committee will be facilitating this project. All artists and their art work will be overseen by Emmalyn via the Chamber of Commerce.

4. If benefits of this project will aid or involve other organizations, please describe and list:

Partners in Progress
Hartland Living
Hartland Rotary
Hartland Township (Settlers Park)
Hartland High School

5. Additional Information:

American Rescue Plan Act Project Funding Application

Please provide supporting documentation that aligns with the budgetary information. Supporting documentation may consist of quotes, bids, invoices, purchase orders, sales agreements, board/commission meeting minutes, or other documents that provide additional information about the project described and the budget associated with that project. Funding requests are limited to \$7,500.00 per application. Approved application will require designated vendor and/or contractor to issue payment. ARPA guidelines prevent Hartland Township from issuing funds directly to the community organization, yet the Township can issue direct payments to the vendors and/or contractors.

TOTAL PROJECT COST: \$ 10,000.00

OTHER FUNDING SOURCE(S): Sponsorship revenue from hARTland Art Walk sponsors

TOTAL FROM OTHER SOURCE(S): \$ 1000.00

HARTLAND TOWNSHIP FUNDS REQUESTED: \$9000.00

Please provide the vendor and/or contractor funding should be issued for project completion.

SIGNATURE OF APPLICANT:



DATE: 2/27/2023

PRINTED NAME: Emmalyn Wheaton

TITLE: Executive Director, Hartland Area Chamber of Commerce

Please contact Robert West, Township Manager with any questions or comments regarding the application at rwest@hartlandwp.com or directly at 517-861-7889

ATTACHMENT B

TOWNSHIP OF HARTLAND, MICHIGAN
SLFRF INVESTMENT PARTNERSHIPS PROGRAM

CERTIFICATION OF LEGAL AUTHORITY TO EXECUTE THIS

AGREEMENT

The Grantee, hereby assures and certifies that:

- (a) It possesses legal authority to execute the attached agreement and provide the proposed program services agreed to.
- (b) Its governing body has duly agreed to and officially acted by a resolution, motion or similar action to authorize the execution of this Agreement, including all understandings and assurances contained herein. The governing body further authorizes the person identified as the official representative of the Grantee to act in connection with the agreement and to provide such additional service information as may be required.

Name and Title

ATTACHMENT C

TOWNSHIP OF HARTLAND,
MICHIGAN
SLFRF PROGRAM

CERTIFICATION TO COMPLY WITH ALL APPLICABLE FEDERAL REGULATIONS

The Grantee hereby assures and certifies to comply with all applicable laws and regulations relating to the SLFRF Program and all civil rights laws.

The Grantee further understands that the Township shall hold it responsible for knowledge and proper application of these laws and regulations. If, under any circumstances, the Grantee requires clarification of these laws or regulations, it shall be the Grantee's responsibility to contact the Township or the U.S. Department of Treasury.

The Grantee acknowledges that it cannot be absolved of its responsibilities under these laws or regulations by claiming lack of access, knowledge, or understanding thereof.

Name and Title

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert M. West, Township Manager

Subject: 2023 Hartland Township Liquor License Inspections Agreement

Date: March 28, 2023

Recommended Action

Approve the Agreement with Hartland Deerfield Fire Authority to perform liquor license inspections within the community as presented.

Discussion

Hartland Township is required to perform liquor license inspections with the State revenue received liquor license fees for businesses. Hartland Township has cooperatively developed a proposed agreement authorizing the Hartland Deerfield Fire Authority Captain to perform said services on behalf of the Township.

The intent of the inspections will remain a proactive approach towards educating the businesses, servers, and the community. Two proposed educational opportunities will be facilitated to demonstrate the proactive nature of Hartland Township's liquor license inspection program. Additionally, courtesy compliance inspections are available for any business requesting such resource.

The Township will compensate the Hartland Deerfield Fire Authority annually based upon a rate of \$125.00 per active liquor license within the community. Both parties have the option without reason to discontinue participation in the cooperative services with 24-hour notice as outlined in the agreement.

Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

The Fiscal Year 2024 Budget includes funds available for this service under 212-000-801.000

Attachments

2023 Proposed Agreement

AGREEMENT FOR LIQUOR LISCENCE INSPECTION SERVICES

THIS AGREEMENT, made and entered into this 4th day of April 2023, by and between the Hartland Deerfield Fire Authority, (hereinafter referred to as the "HDFA"), and Hartland Township (hereinafter referred to as the "Township")

For and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

1. Services to be Performed by HDFA. The HDFA shall furnish liquor license inspections services on behalf of the Township as set forth in the attached Appendix A.
2. Insurance. The HDFA shall be responsible for obtaining and maintaining its own property and liability insurance.
3. Compensation. The Township shall pay the HDFA the sum of One Hundred Twenty-Five dollars (\$125.00) per active liquor license within Hartland Township for performing liquor license inspection services within the Township under this Agreement. The Township shall remit all payments to the HDFA on an annual basis prior to June 1, 2023.
5. Status of HDFA Employee Assigned Under This Agreement. The HDFA Fire Inspector under this Agreement shall remain an employee of the HDFA and under the supervision, direction, management, and control of the HDFA.
6. Nondiscrimination. In carrying out the terms of this Agreement, the parties hereto shall adhere to all applicable Federal, State and local laws and regulations prohibiting discrimination. The parties hereto, as required by law, shall not discriminate against persons to receive services under this Agreement or against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this covenant shall be regarded as a material breach of this Agreement.
8. Complete Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
9. Agreement Period. This Agreement shall commence upon the 1st day of June, 2023, and shall continue until the day 30th of May 2023, at which time it shall have the option to renew for a two year period by the Township.

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated at any time by either the Township or HDFA upon 24 hours prior written notice to the other parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS AGREEMENT FOR LIQUOR LISCENCE INSPECTION SERVICES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

Hartland Deerfield Fire Authority

Hartland Township

By: _____

Adam Carroll, HDFA Fire Chief

Date: _____

By: _____

Bill Fountain, Hartland Township Supervisor

Date: _____

By: _____

Jon Dehanke, HDFA Fire Inspector

Date: _____

By: _____

Larry Ciofu, Hartland Township Clerk

Date: _____

APPENDIX A

DESCRIPTION OF SERVICES:

Jon Dehanke, HDFA Fire Inspector, will be appointed by the Township Board as the official Hartland Township Liquor License Inspector.

The inspections will occur two times annually and will be proactive in assisting liquor license holders in sustaining compliance.

Hartland Township will adjust the rate of compensation to the Hartland Deerfield Fire Authority annually to equate to \$125.00 per registered license in Hartland Township. The current Hartland Township license count equates to 45 total licenses, resulting in a payment of \$5,625.00 for the FY2023-24. Any changes in the total license count will be reflected in the subsequent year.

The Fire Inspector will facilitate two training opportunities during each year of the agreement. The training will be divided into two separate topics:

1. A training session for servers and/or potential servers seeking training and guidance as to what to expect when serving and explore the sense of appropriateness while serving patrons.
2. A training session for business owners seeking training and guidance as to what to expect during a liquor license inspection.

The intent of the liquor license inspection program and related training is to provide a proactive partnership towards keeping the community safe.

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert M. West, Township Manager

Subject: Assessing Consulting Services Agreement

Date: March 28, 2023

Recommended Action

Approve the Contract with Pioneer Appraisals Inc., for assessing consultant services as presented.

Discussion

As Jim Heaslip celebrates his retirement as the former Hartland Township Assessor of Record, he has agreed to act as a consultant for Hartland Township on an as needed basis to onboard Amanda Carrigan as the new Township Assessor.

The proposed agreement will permit Jim's business, Pioneer Appraisals, to act as a consultant in the onboarding of the new Township Assessor. The services will be used as needed and are projected to be less than 50 total hours for onboarding.

The intent of the agreement is limited to consulting services only, and Jim will not act as the Township Assessor of Record. As Pioneer Appraisals does not carry workers comp insurance, the Township will cover Jim Heaslip under our WC policy with MML. The Township will cover the nominal cost of coverage.

Financial Impact

Is a Budget Amendment Required? ☒ Yes ☐ No

Add \$5,000 to 101-209-801.000 Assessing Contract Services

This will be covered by General Fund Contingencies 101-172-890.000

Attachments

Agreement

AGREEMENT

This Agreement ("Agreement") is made this 4th day of April, 2023 ("Effective Date"), by and between the Township of Hartland, Livingston County Michigan, a Michigan municipal corporation, whose address is 2655 Clark Rd, Hartland, Michigan 48353 (the "Township"), and Pioneer Appraisals Inc., a domestic profit corporation, whose address is 2937 Rubbins Rd, Howell, Michigan 48843 ("Pioneer") (and collectively the "parties").

WHEREAS, the Township has determined that assistance is needed with onboarding a new Township assessor; and

WHEREAS, the Township desires to contract with Pioneer to provide services to the Township to facilitate the transition to a new Township assessor and Pioneer has agreed to provide such services as described in this Agreement.

NOW THEREFORE, the parties agree as follows:

1. Assessor of Record ("AOR"). During the term of this Agreement, Pioneer, acting through its President James Heaslip, will NOT act as the AOR but only as a Certified MAAO (Formerly Level III Assessor) consultant, and will be an assistant to the AOR.
2. Public Relations. Pioneer shall provide consulting services to the AOR, the Township, and the public as required by the Township as needed.
3. Personnel and Qualifications. Pioneer, including its President James Heaslip, will act in a professional manner and appearance and represents that James Heaslip is trained in appraisal and assessing techniques necessary to provide the services under this Agreement. The Township will provide a letter of introduction or identification if needed indicating that Pioneer and/or James Heaslip is an authorized representative for the Township for the performance of services under the terms of this Agreement.
4. Office Space. The Township will provide Pioneer office space within the Township Hall for the use of its personnel during the term of this Agreement. The office will be made available so as not to impede the performance of the services described in this proposal.
5. The Township understands that neither Pioneer, nor James Heaslip carries any workers compensation insurance, liability insurance, or general business insurance and for this short-term Agreement such insurance will not be required to perform the services under this Agreement.
6. Hours. During the term of this Agreement, Pioneer will provide up to 50 hours of consulting in and/or for the Township as determined by the Township Manager. Pioneer will also ensure its personnel will be available to:
 - a. Meet with certain staff of the Township to answer questions and provide guidance within the scope of this Agreement.

- b. Be available to assist with providing information and answering inquiries of taxpayers.
 - c. Perform other services within the scope of assessing as directed by the Township Manager.
 - d. Meet with the AOR or other designated staff of the Township as needed to consult on the preparation of the annual assessment roll and other assessment matters that the Township deems necessary.
7. Compensation. Compensation will be paid at the rate of One Hundred dollars (\$100.00) per hour in increments of whole hours and rounded to the nearest hour. This rate will include all services, in person consulting, on or off site and telephone consultations. Pioneer is an independent contractor and understands that no tax withholdings will be made by Hartland Township on its behalf or on behalf of any of its personnel.
8. Assignment. Neither the Township nor Pioneer will assign or transfer this Agreement or any portion of this Agreement without receiving written approval from the other party nor will the AOR delegate any of their responsibilities to Pioneer.
9. Either party may terminate and/or cancel this Agreement (or any part of this Agreement) at any time with or without reason upon five (5) days written notice to the Township or Pioneer. The effective date of termination and/or cancellation shall be clearly stated in the written notice.

Pioneer Appraisals Inc. 2937 Rubbins Rd. Howell, MI 48353 517-404-0503 Tax ID - 38-2951526 pioneerappraisals@gmail.com	Township of Hartland 2655 Clark Rd Hartland, Michigan 48353 810-632-7498
_____ James Heaslip President, Pioneer Appraisals, Inc. Date:_____	_____ Robert West Hartland Township Manager Date:_____

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert M. West, Township Manager

Subject: Township Fence and Sign Painting Contract

Date: March 29, 2023

Recommended Action

Approve the Township standard contract with Perfect Painter LLC for fence and sign painting in the amount of \$13,200 as presented.

Discussion

The current Ore Creek bridge fence paint finish is deteriorated and in need of restorative services. The proposed corrective measures includes the proper procedures for galvanized metal preparations for proper paint adhesion.

Additionally, the Township community signs are deteriorated and in need of similar painting and caulking. Three signs are included for full painting rehabilitation as part of the quote.

The intent of the scope is to have the work completed prior to the Memorial Day Parade, with the fence portion taking priority over the signs. Manager West is recommending the painting services be funded from the Township American Rescue Plan Act funding.

Financial Impact

Is a Budget Amendment Required? ☒ Yes ☐ No

The original FY24 budget included \$6,500. A budget amendment of \$6,700 is necessary to cover the entire expense of \$13,200.

Add \$6,700 to 285-444-930.000

Attachments

Standard contract for services

HARTLAND TOWNSHIP
CONTRACT FOR SERVICES

Date through Date: April 4, 2023 – July 31, 2023

This "Contract" is made between the TOWNSHIP OF HARTLAND, a Michigan Municipal Corporation, hereinafter called "Township", and the "Contractor" as further described in the following Table. In this Contract, either Contractor or the Township may also be referred to individually as a "Party" or jointly as the "Parties".

<p style="text-align: center;">HARTLAND TOWNSHIP Township Representative: Mike Luce 2655 Clark Road Hartland, MI 48353 810-632-7498 (herein, the "Township")</p>	<p style="text-align: center;">Perfect Painter LLC Contact Person: Benjamin Hetes 882 E Grand River Ave Brighton, MI 48116 810-869-2906 (herein the "Contractor")</p>
--	---

This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

SECTION 1.	<u>SCOPE OF CONTRACTOR'S SERVICES</u>
SECTION 2.	<u>TOWNSHIP PAYMENT OBLIGATION FOR CONTRACTOR'S SERVICES</u>
SECTION 3.	<u>CONTRACT EFFECTIVE DATE AND TERMINATION</u>
SECTION 4.	<u>CONTRACTOR ASSURANCES AND WARRANTIES</u>
SECTION 5.	<u>CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION</u>
SECTION 6.	<u>CONTRACT DOCUMENTS, DEFINITIONS, AND GENERAL TERMS AND CONDITIONS</u>

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

§1. SCOPE OF CONTRACTOR'S SERVICES

Scope of Work – Attached hereto and made a part hereof the quotations for the Hartland Township Ore Creek bridge painting and community monument sign painting as outlined in the quotation.

§2. TOWNSHIP PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICE

- 2.1.** Except as otherwise expressly provided for in this Contract, the Township's sole financial obligation to the Contractor for any Contractor services under this Contract shall be \$13,200, in accordance with the attached proposal (Exhibit A).

VENDOR NAME: Perfect Painter LLC

No more than once a month, the Contractor shall submit an invoice to the Township which shall itemize all amounts due and/or owing by the Township under this Contract for services rendered, and payment terms as the date of the invoice. The Township shall make payments pursuant to the provisions of Section 6.18 of this Contract.

- 2.2. Under no circumstances shall the Township be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract.
- 2.3. This Contract does not authorize any in-kind services by either Party, unless expressly provided herein.

§3. CONTRACT EFFECTIVE DATE, TERMINATION NOTICES AND AMENDMENTS

- 3.1. The effective date of this Contract shall be as stated on the first page of this Contract, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:
 - 3.1.1. This Contract is signed by a Contractor Employee, legally authorized to bind the Contractor.
 - 3.1.2. Any and all Contractor Certificates of Insurance, and any other conditions precedent to the Contract have been submitted and accepted by the Township.
 - 3.1.3. This Contract is signed by an authorized agent of the Township.
- 3.2. The Township may terminate and/or cancel this Contract (or any part thereof) at any time during the term, any renewal, or any extension of this Contract, upon thirty (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.
- 3.3. The Township's sole obligation in the event of termination is for payment for actual services rendered by the Contractor before the effective date of termination. Under no circumstances shall the Township be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of this Contract. The Township shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein.
- 3.4. Contractor may terminate and/or cancel this Contract (or any part thereof) at anytime upon ninety (90) days written notice to the Township, if the Township defaults in any obligation contained herein, and within the ninety (90) notice period the Township has failed or has not attempted to cure any such default. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice.
- 3.5. Notices. Notices given under this Contract shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed above. Notice will be deemed given upon the earliest date that one of the following occurs: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
 - 3.5.1. If notice is sent to the Contractor, it shall be addressed to the address stated on page one of this Contract.
 - 3.5.2. If notice is sent the Township, it shall be addressed to the Contract Administrator stated on the signature page of this Contract.
 - 3.5.3. Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.

VENDOR NAME: Perfect Painter LLC

- 3.6. Contract Modifications or Amendments. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Contractor Employee and an expressly authorized Township Agent.

§4. CONTRACTOR'S ASSURANCES AND WARRANTIES

- 4.1. Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable federal, state and local laws, statutes, regulations, ordinances, zoning, codes, and professional standards, as well as M.I.O.S.H.A guidelines in effect at the time of the project.
- 4.2. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 4.3. Equipment and Supplies. The Contractor is responsible for providing equipment and supplies not expressly required to be provided by the Township herein.
- 4.4. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The Township shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind.
- 4.5. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the Township including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 4.6. Contractor Employees.
- 4.6.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may required by law.
- 4.6.2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee
- 4.7. Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adheres to all of the terms of this Contract. Contractor shall indemnify and hold the Township harmless for all Claims against the Township by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.
- 4.8. Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review the proposed services, and review all Township requirements and/or expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute this Contract. The Contractor is expected to maintain high standards or workmanship, representing the best traditions of the trade. Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Contract as specified herein.
- 4.9. The Contractor's relationship to the Township is that of an Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the Township and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-contractors of the Township.

§5. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

5.1. Indemnification

- 5.1.1.** Contractor shall indemnify and hold the Township harmless from any and all Claims which are incurred by or asserted against the Township by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.
- 5.1.2.** The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify the Township for all claims asserted against the Township and if the insurance company prevails, the Contractor shall indemnify the Township for uncollectable accounts.
- 5.1.3.** Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the Township based upon any Claim brought against the Township suffered by a Contractor Employee.

5.2. Contractor Provided Insurance

- 5.2.1.** At all times during this Contract, including renewals or extensions, Contractor shall obtain and maintain insurance according to the following specifications:
 - 1. Contractor agrees to procure and maintain insurance coverage according to the following minimum specifications:
 - a. Commercial General Liability - with the following as minimum requirements:
\$1,000,000 – Each Occurrence (Total)
Occurrence Form Policy
Broad Form Property Damage
Premises/Operations
Independent Contractors
Products and Completed Operations
(Blanket) Broad Form Contractual
Personal Injury - Delete Contractual Exclusion
X, C, U Exclusions deleted, as applicable
Additional Insured: The Township of Hartland and Township Agents (as defined in this Contract);
 - b. Workers' Compensation - as required by law and \$500,000 Employer's Liability;
 - c. Automobile Liability and Property Damage - \$1,000,000 each occurrence, including coverage for all owned, hired and non-owned vehicles including No Fault coverage as required by law.
 - 2. General Certificates of Insurance:
 - a. All Certificates of Insurance shall contain evidence of the following conditions and/or clauses and shall be sent to: Hartland Township, 2655 Clark Road, Hartland, MI 48353.
 - b. The Township of Hartland, its elected officials, officers and employees shall be named as "General Liability" Additional Insured with respect to work performed by the Contractor.
 - c. All Certificates are to provide 30 days written notice of material change, cancellation, or non-renewal. Certificates of Insurance or insurance binders must be provided no less than ten (10) working days before commencement of work to the Township. Insurance carriers are subject to the approval of Township.

§6. **CONSTRUCTION, MAINTENANCE, AND REPAIR CONTRACT GENERAL CONDITIONS**

DEFINITIONS: The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 6.1. **"Contractor Employee"** means without limitation, any employees, officers, directors members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Contractor Employee" shall also include any person who was a Contractor Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 6.2. **"Claims"** means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the Township, or for which the Township may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 6.3. **"Township"** means the Township of Hartland, a Municipal Corporation, its departments, divisions, authorities, boards, committees, and "Township Agent" as defined below.
- 6.4. **"Township Agent"** means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons' successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "Township Agent" shall also include any person who was a "Township Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.
- 6.5. A **"Contract Administrator"** or **"Township Representative"** is appointed by the Township to act as a liaison between the Township and the Contractor. Any questions or problems the Contractor may have concerning Work under this Contract should be directed to this individual.
- 6.6. The term **"Subcontractor"** includes only those having a direct contact with the Contractor in the way of labor or materials worked to a special design. One who merely furnishes material to the Contractor is not included in this definition.
- 6.7. The term **"Calendar Day"** shall mean any day of the week, which shall begin at 12:00.01 a.m. and end at 11:59.59 p.m.. The term **"Working Day"** shall mean any calendar day except Saturday, Sunday, and Township legal holidays.
- 6.8. **"Written Notice"** shall be considered properly served if delivered in person to the Contractor, or to a member or office of his company; also if delivered at, or sent by registered mail to, the business address of the Contractor listed above.

6.10. **NON EXCLUSIVE CONTRACT AND OTHER CONTRACTS**

- 6.10.1 No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the

VENDOR NAME: Perfect Painter LLC

Township may freely engage other persons to perform the same work that the Contractor performs. The Contractor shall coordinate his work with theirs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the Township.

- 6.10.2 If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Township any defects in such work that shall render it unsuitable for such proper execution and results. His failure to inspect and report shall constitute an acceptance of the other contractor's work.

6.11. MATERIALS AND WORKMANSHIP

- 6.11.1 All workmanship shall conform to the best current practice at the respective trades; and all equipment, materials and articles incorporated in the Work under the Contract shall be new and of the best grade of their kinds for the purpose. The Contractor shall, if required, furnish evidence as to kind and quality of materials.
- 6.11.2 Contractor shall deliver all materials to the project site in their original unopened containers bearing the names of the manufacturer and brand. Materials shall be handled and stored as recommended by the manufacturer to prevent damage.
- 6.11.3 Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
- 6.11.4 In the event the Contractor shall fail, neglect, or refuse to perform any or all of his duties under this Contract, the Township after giving the Contractor seven, (7) calendar days notice in writing, may perform such duties under the Contract and charge the Contractor or deduct the amount from the Contractor's payment.

6.12 NOTIFICATION

The Contractor must schedule all Work, in advance, with the Township Representative. The Contractor shall give three (3) working days notice before performance of Work under this Contract.

6.13 DAMAGES

- 6.13.1 The Contractor shall be responsible for damage to the Township's premises that may be caused by his work.
- 6.13.2 The Contractor shall take all necessary measures to prevent damage to other areas of the building, grounds, and utilities adjacent to his Work.
- 6.13.3 Should damage occur as a result of the Contractor's Work, the Contractor is responsible for the repair and/or replacement of the damaged area. Otherwise, the Township shall repair and/or replace the damaged area and charge the Contractor or deduct the amount from the Contractor's payment.

6.14 CLEANING

- 6.14.1 The Contractor shall at all times keep the Township's premises and the adjoining premises, driveways and streets clean of rubbish caused by the Contractor's operations and at the completion of the Work shall remove all the rubbish, all of his tools, equipment, temporary work and surplus materials, from and about the premises, and shall leave the Work clean and ready for use. If the Contractor does not attend to such cleaning immediately upon request, the Township may cause such cleaning to be done by others and the charge the cost of same to the Contractor.
- 6.14.2 Contractor shall store his materials, supplies, and equipment in a neat and orderly manner so as not to unduly interfere with the progress of his Work, the Work of other Contractors, or the operation of Township business.
- 6.14.3 Contractor shall perform clean-ups of his Work area on a daily basis to remove debris from that day's Work.

- 6.14.4 Contractor shall remove all rubbish and debris from Township property and legally dispose of it. No open burning of debris or rubbish shall be permitted.

6.15 PERMITS AND INSPECTIONS

- 6.15.1 The Contractor shall obtain all necessary permits required by laws and regulations give all required notices and pay all lawful fees in accordance with requirements for his particular work and the locality in which the project is being built.
- 6.15.2 The Contractor shall deliver to the Township certificates of inspection where such are required.
- 6.15.3 The Township Representative or Contract Administrator shall have access to the Work under this Contract.

6.16 SAFETY

- 6.16.1 The Contractor shall perform all work in accordance with "The General Safety Rules and Regulations for the Construction Industry" as promulgated by the State Construction Safety Commission under the authority of the Safety Act, Act 89, or the Public Acts of 1963, as amended and the Federal Occupational Safety and Health Act, of 1970. Public law 91-596, 84 Stat. 1590, as amended.
- 6.16.2 The Contractor shall notify the Township Representative of any conflict between the Contract documents and these laws, rules, regulations, and guidelines in writing.
- 6.16.3 The Contractor shall provide for the protection of the public, Township employees, and the Contractor's own workers from work-related hazards. Contractor shall provide, install, and maintain warning signs and barricades necessary for the protection of persons and property affected by construction. Contractor shall also provide notification to the Township representative and personnel directly affected by construction of any potentially dangerous situations.
- 6.16.4 The Contractor will use all due care in the handling and storage of hazardous materials and equipment, including explosives, while performing Work under this Contract. Contractors and their employees involved in these activities are to properly trained and licensed for the task.
- 6.16.5 In the event of an emergency affecting the safety of persons or property, the Contractor shall act immediately to prevent threatened loss or damage. The Contractor shall immediately stop any activity or operation-affecting safety until the situations is corrected.

6.17 CONTRACTS WITH TOWNSHIP EMPLOYEES

Pursuant to the provisions of Public Act 317 of 1968, as amended (M.C.L. 15.321, et seq.), no contracts shall be entered into between the Township including all agencies and departments thereof, and any employee or officer of the Township. To avoid any real or perceived conflict of interest the Contractor shall identify any relative or relative of the Contractor's employees and subcontractors who are presently employed by the Township.

6.18 PAYMENTS

- 6.18.1 All invoices shall be directed to the attention of the Township Representative for this project for pre-payment approval. The Township shall pay based on satisfactory performance of the Contract during the period invoiced.
- 6.18.2 Complete payment of Contract shall not be made until all Work has been satisfactorily completed and a final cleanup has been performed.
- 6.18.3 Changes in Contract price can come about only with the written permission of the Township. All such changes shall be processed by the Township Representative.

- 6.18.4 Neither the final payment nor and provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship; and upon written notice, the Contractor shall remove any defects due thereto and pay for any damage to other work resulting therefrom which shall appear within one (1) year after date of acceptance and final payment, unless otherwise noted in the contract documents

6.19 DELEGATION/SUBCONTRACT/ASSIGNMENT

Contractor shall not delegate, assign, or subcontract any obligations or rights under this Contract without the prior written consent of the Township.

- 6.19.1 The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.
- 6.19.2 Any assignment, delegation, or subcontract by Contractor and approved by the Township, must include a requirement that the assignee, delegee, or subcontractor will comply with the rights and obligations contained in this Contract.
- 6.19.3 The Contractor shall remain primarily liable for all work performed by any subcontractors. Contractor shall remain liable to the Township for any obligations under the Contract not completely performed by any Contractor delegee or subcontractor.
- 6.19.4 Should a Subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.
- 6.19.5 This Contract cannot be sold.
- 6.19.6 In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the Township may declare this Contract null and void.

6.20 NO IMPLIED WAIVER

Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

6.21 SEVERABILITY

If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the Township harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the Township.

6.22 CAPTIONS

The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.

6.23 PRECEDENCE OF DOCUMENTS

In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:

- 6.32.1 The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other Exhibits or documents.

VENDOR NAME: Perfect Painter LLC

6.24 GOVERNING LAWS/CONSENT TO JURISDICTION AND VENUE

This Contract shall be governed, interpreted and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 44th Judicial Circuit Court of the State of Michigan, the 53rd District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

6.25 ENTIRE CONTRACT

This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The undersigned executes this Contract on behalf of Contractor and the Township, and by doing so legally obligates and binds Contractor and the Township to the terms and conditions of this Contract.

FOR THE CONTRACTOR:

BY: _____ DATE: _____

Printed Name: _____

FOR THE TOWNSHIP:

BY: _____ DATE: _____
William Fountain, Supervisor
Hartland Township

BY: _____ DATE: _____
Larry Ciofu, Clerk
Hartland Township

VENDOR NAME: Perfect Painter LLC

EXHIBIT A

SCOPE OF WORK / PROPOSAL



Perfect Painter LLC

Benjamin Hetes
882 E Grand River Ave
8108692906
benhetes19@gmail.com

ESTIMATE
EST0065

DATE
03/21/2023

TOTAL
USD \$13,200.00

TO
Hartland Township Hall

Mitch Nixon
2655 Clark Rd, Hartland, MI 48353
☎ (517) 375-6421
mnixon@hartlandtwp.com

DESCRIPTION	RATE	QTY	AMOUNT
Production of Labor - Full prep, prime, and paint of: - All black metal fencing on both sides of bridge. All spindals, and little dials in the center. - All 4 metal lamp posts on bridge	\$7,800.00	1	\$7,800.00
Materials - This includes the cost of any and all materials needed to complete the project. Including primer, paint and miscellaneous things like brushes, rollers, etc.	\$4,200.00	1	\$4,200.00
Production of Labor - Full prep, prime and repaint of 3 township signs	\$400.00	3	\$1,200.00
TOTAL			USD \$13,200.00

Don Heter

DATE SIGNED

03/21/2023

Property ID: Hartland Township public bridge and fencing

Deposit/ Payment

- 50% of payment up front to begin project.
- 25% once halfway point of completion is reached.
- Remaining 25% once project is completed.



Mid section of bridge with dials



Black metal fencing with spindals
19 spindals per section



Black metal fencing
- 19 spindals per section



Sign 1



Sign 1



Sign 2



Sign 2



Sign 3

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert M. West, Township Manager

Subject: Automated External Defibrillator (AED) Purchase

Date: March 30, 2023

Recommended Action

Authorize the Township Manager to execute a purchase agreement with the Hartland Deerfield Fire Authority for Four (4) AED units as presented in the amount of \$6,989.92.

Discussion

The higher frequency of patrons within the Township recreation facilities has resulted in the Township Administration seeking enhancements for public health and safety. Township Administration is recommending the purchase of four (4) AED units to be placed at three Township parks as well as the HERO Center. The units will be purchased by the Township through the Hartland Deerfield Fire Authority and funded using the Township's American Rescue Plan Act (ARPA) federal funding.

Financial Impact

Is a Budget Amendment Required? ☒ Yes ☐ No

Add \$6989.92 to g/l 285-751-727.000 SLFRF Parks Capital Outlay

Attachments

Quote for AED Units



Quotation

Quotation#:

03/29/2023

Account Number: WEB016654-SHIP001

BILL-TO

HARTLAND DEERFIELD FIRE AUTHORITY
3205 HARTLAND RD
HARTLAND, MI 48353-1825

Ship Method: >\$150 NO FRT

Payment Terms: NET 30

SHIP-TO

HARTLAND DEERFIELD FIRE AUTHORITY
3205 HARTLAND RD
HARTLAND, MI 48353-1825

Contact Name .

Phone Number .

Item	UOM	Description	Qty	Price	Ext.Price	Exp.Date
2700-58001	1/EA	G5 Auto iCPR S Package	4	\$ 1,549.99	\$ 6,199.96	06/30/2023
2747-39210	1/EA	Surface Mount Wall Cabinet	4	\$ 197.49	\$ 789.96	06/30/2023

Quote Total \$ 6,989.92

Comments:

Chris Samon

Boundtree | Michigan account manager

Phone: 614.335.4346 | Mobile: 810.730.1705

Chris.Samon@BoundTree.com |

Sales tax will be applied to customers who are not exempt.

Shipping charges will be prepaid and added to the invoice unless otherwise stated.

This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.

To place an order, please visit our website at www.boundtree.com, login and add to your shopping cart
or call (800) 533-0523

fax (800) 257-5713