



Board of Trustees

William J. Fountain, Supervisor	Joseph W. Colaianne, Trustee
Larry N. Ciofu, Clerk	Matthew J. Germane, Trustee
Kathleen A. Horning, Treasurer	Glenn E. Harper, Trustee
	Joseph M. Petrucci, Trustee

Board of Trustees Regular Meeting Agenda Hartland Township Hall Tuesday, June 16, 2020 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 Post Audit of Disbursements Between Board Meetings
 - [b.](#) Approve Payment of Bills
 - [c.](#) Approve 06/02/20 Regular Meeting Minutes
 - [d.](#) Ratify the Hiring of N. Vermillion as Public Works Part-Time Seasonal Employee (\$11.00/Hr)
 - [e.](#) ITC Grant Funding (\$2,500)
 - [f.](#) HAYAA Spranger Field Contract Deferment
 7. Applicant
 - [a.](#) Site Plan #20-004 Private Road (Bella Vita)
 8. Pending & New Business
 - [a.](#) Fire Station 61 Replacement Roof (\$49,775)
 - [b.](#) Manager Recruitment Budget Amendment (\$14,000)
 9. Board Reports
- [BRIEF RECESS]
10. Information / Discussion
 - [a.](#) Township Update
 - [b.](#) Fire Millage Discussion
 - [c.](#) Township Hall Reopening Plan
 11. Closed Session
 - [a.](#) To review the written legal opinion of the Township Attorney, subject to attorney-client privilege
 12. Adjournment

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Susan Case, Finance Clerk

Subject: Approve Post Audit of Disbursements Between Board Meetings

Date: June 9, 2020

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 - \$18,319.16

June 15, 2020 Payroll - \$60,894.57

Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

All expenses are covered under the amended FY20 budget and the adopted FY21 budget.

Attachments

Post Audit Bills List 05.28.2020

Post Audit Bills List 06.04.2020

Payroll for 06.15.2020

CHECK DISBURSEMENT REPORT FOR HARTLAND TOWNSHIP
CHECK DATE FROM 05/28/2020 - 05/28/2020

Check Date	Bank	Check #	Payee	Description	GL #	Amount
05/28/2020	FOA	40396	DTE ENERGY	UTILITIES - ELECTRIC	101-265-920.002	809.19
		40396		UTILITIES - ELECTRIC	101-751-920.002	390.74
		40396		UTILITIES - ELECTRIC	536-000-920.002	37.84
						<hr/> 1,237.77
05/28/2020	FOA	40397	MUTUAL OF OMAHA	ACCRUED STD/LTD BENEFITS	001-000-257.103	145.80
		40397		EMPLOYMENT EXPENSE	101-172-716.000	95.25
		40397		EMPLOYMENT EXPENSE	101-192-716.000	89.03
		40397		EMPLOYMENT EXPENSE	101-209-716.000	92.20
		40397		EMPLOYMENT EXPENSE	101-215-716.000	60.10
		40397		EMPLOYMENT EXPENSE	101-253-716.000	62.26
		40397		EMPLOYMENT EXPENSE	101-400-716.000	107.85
		40397		EMPLOYMENT EXPENSE	536-000-716.000	76.50
						<hr/> 728.99
05/28/2020	FOA	40398	PRINCIPAL LIFE INSURANCE COMPANY	ACCRUED DENTAL BENEFITS	001-000-257.101	124.53
		40398		ACCRUED VISION BENEFITS	001-000-257.102	49.86
		40398		EMPLOYMENT EXPENSE	101-172-716.000	160.14
		40398		EMPLOYMENT EXPENSE	101-192-716.000	74.56
		40398		EMPLOYMENT EXPENSE	101-209-716.000	69.11
		40398		EMPLOYMENT EXPENSE	101-215-716.000	109.32
		40398		EMPLOYMENT EXPENSE	101-253-716.000	144.08
		40398		EMPLOYMENT EXPENSE	101-400-716.000	102.98
		40398		EMPLOYMENT EXPENSE	536-000-716.000	37.28
						<hr/> 871.86
05/28/2020	FOA	40399	PRIORITY HEALTH	ACCRUED MEDICAL BENEFITS	001-000-257.100	1,773.71
		40399		EMPLOYMENT EXPENSE	101-172-716.000	448.53
		40399		EMPLOYMENT EXPENSE	101-192-716.000	2,130.54
		40399		EMPLOYMENT EXPENSE	101-209-716.000	1,160.92
		40399		EMPLOYMENT EXPENSE	101-215-716.000	1,183.97
		40399		EMPLOYMENT EXPENSE	101-253-716.000	1,722.22
		40399		EMPLOYMENT EXPENSE	536-000-716.000	448.53
						<hr/> 8,868.42
05/28/2020	FOA	40400	VERIZON WIRELESS	TELEPHONE	101-265-851.000	330.44
		40400		OPERATING SUPPLIES	577-000-740.000	40.00
		40400		CONTRACTED SERVICES & RENTALS	577-000-801.000	5.55
						<hr/> 375.99
TOTAL - ALL FUNDS				TOTAL OF 5 CHECKS		12,083.03

--- GL TOTALS ---
001-000-257.100

ACCRUED MEDICAL BENEFITS

1,773.71

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CHECK DISBURSEMENT REPORT FOR HARTLAND TOWNSHIP
CHECK DATE FROM 05/28/2020 - 05/28/2020

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
001-000-257.101				ACCRUED DENTAL BENEFITS		124.53
001-000-257.102				ACCRUED VISION BENEFITS		49.86
001-000-257.103				ACCRUED STD/LTD BENEFITS		145.80
101-172-716.000				EMPLOYMENT EXPENSE		703.92
101-192-716.000				EMPLOYMENT EXPENSE		2,294.13
101-209-716.000				EMPLOYMENT EXPENSE		1,322.23
101-215-716.000				EMPLOYMENT EXPENSE		1,353.39
101-253-716.000				EMPLOYMENT EXPENSE		1,928.56
101-265-851.000				TELEPHONE		330.44
101-265-920.002				UTILITIES - ELECTRIC		809.19
101-400-716.000				EMPLOYMENT EXPENSE		210.83
101-751-920.002				UTILITIES - ELECTRIC		390.74
536-000-716.000				EMPLOYMENT EXPENSE		562.31
536-000-920.002				UTILITIES - ELECTRIC		37.84
577-000-740.000				OPERATING SUPPLIES		40.00
577-000-801.000				CONTRACTED SERVICES & RENTALS		5.55
				TOTAL		12,083.03

Check Date	Bank	Check #	Payee	Description	GL #	Amount
06/04/2020	FOA	40422	AT&T	TELEPHONE	101-265-851.000	251.83
06/04/2020	FOA	40423	CROMAINE DISTRICT LIBRARY	DPPT ESCROW	701-000-290.200	422.74
06/04/2020	FOA	40424	HARTLAND CONSOLIDATED SCHOOLS	DPPT ESCROW	701-000-290.200	2,733.18
06/04/2020	FOA	40425	HARTLAND ROAD FUND	DPPT ESCROW	701-000-290.200	415.44
06/04/2020	FOA	40426	HARTLAND TOWNSHIP FIRE OPER	DPPT ESCROW	701-000-290.200	521.18
06/04/2020	FOA	40427	HARTLAND TOWNSHIP GENERAL FUND	DPPT ESCROW	701-000-290.200	354.05
06/04/2020	FOA	40428	LIV. EDUCATIONAL SERVICE AGENC	DPPT ESCROW	701-000-290.200	96.63
06/04/2020	FOA	40429	LIVINGSTON COUNTY TREASURER	DPPT ESCROW	701-000-290.200	447.98
06/04/2020	FOA	40430	RESERVE ACCOUNT	SUPPLIES & POSTAGE	101-191-727.000	824.50
		40430		SUPPLIES & POSTAGE	101-192-727.000	8.10
		40430		SUPPLIES & POSTAGE	101-209-727.000	11.45
		40430		SUPPLIES & POSTAGE	101-215-727.000	4.00
		40430		SUPPLIES & POSTAGE	101-253-727.000	14.40
		40430		TAX COLLECTION	101-253-811.100	4.00
		40430		SUPPLIES & POSTAGE	101-299-727.000	54.90
		40430		SUPPLIES & POSTAGE	101-400-727.000	5.50
		40430		SUPPLIES & POSTAGE	101-441-727.000	1.00
		40430		SUPPLIES/POSTAGE	536-000-727.000	32.37
		40430		SUPPLIES & POSTAGE	590-000-727.000	32.88
						<hr/> 993.10
TOTAL - ALL FUNDS				TOTAL OF 9 CHECKS		6,236.13

--- GL TOTALS ---

101-191-727.000	SUPPLIES & POSTAGE	824.50
101-192-727.000	SUPPLIES & POSTAGE	8.10
101-209-727.000	SUPPLIES & POSTAGE	11.45
101-215-727.000	SUPPLIES & POSTAGE	4.00
101-253-727.000	SUPPLIES & POSTAGE	14.40
101-253-811.100	TAX COLLECTION	4.00
101-265-851.000	TELEPHONE	251.83
101-299-727.000	SUPPLIES & POSTAGE	54.90
101-400-727.000	SUPPLIES & POSTAGE	5.50
101-441-727.000	SUPPLIES & POSTAGE	1.00
536-000-727.000	SUPPLIES/POSTAGE	32.37
590-000-727.000	SUPPLIES & POSTAGE	32.88
701-000-290.200	DPPT ESCROW	4,991.20
	TOTAL	6,236.13

Totals:	Number of Checks:	029	60,894.57	16,487.01	31,891.08
Total Physical Checks:	5				
Total Check Stubs:	24				

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Susan Case, Finance Clerk

Subject: Approve Payment of Bills

Date: June 9, 2020

Recommended Action

Move to approve the bills as presented for payment.

Discussion

Bills presented total \$210,428.84. The bills are available in the Finance office for review.

Notable invoices include:

\$15,800.92 – Chloride Solutions LLC – (Dust Control)

\$166,493.08 – Livingston County Drain Commission – (May 2020 Sewer O&M)

Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

All expenses are covered under the amended FY21 budget.

Attachments

Bills for 06.16.2020

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INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP
EXP CHECK RUN DATES 06/16/2020 - 06/16/2020
BOTH JOURNALIZED AND UNJOURNALIZED

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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		

ACROBAT	ADOBE ACROBAT PRO SUBS	05/22/2020	052220	FOA	JUNE 2020	
43604		06/16/2020		N		9.99
05/22/2020	,	/ /	0.0000	N		0.00
		06/16/2020		N		9.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-577-801.000	CONTRACTED SERVICES	9.99

VENDOR TOTAL: 9.99

ADOBE	ADOBE INC	05/12/2020	051220	FOA	MAY 2020	
43490		06/16/2020		N		9.99
05/12/2020	,	/ /	0.0000	N		0.00
		06/16/2020		N		9.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-577-801.000	CONTRACTED SERVICES	9.99

VENDOR TOTAL: 9.99

AMAZON.COM	AMAZON.COM	05/03/2020	111-3442118-0545	FOA	LAPTOP SHOULDER BAG	
43483		06/16/2020		N		29.58
05/03/2020	,	/ /	0.0000	N		0.00
		06/16/2020		N		29.58

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-101-727.000	SUPPLIES & POSTAGE	29.58

AMAZON.COM	AMAZON.COM	05/14/2020	114-1795210-4797	FOA	CASE & SCREEN COVER FOR PHONE	
43511		06/16/2020		N		23.98
05/14/2020	,	/ /	0.0000	N		0.00
		06/16/2020		N		23.98

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-740.000	OPERATING SUPPLIES	23.98

VENDOR TOTAL: 53.56

0300	AT&T	04/22/2020	810632750304/202	FOA	APRIL 2020	
43480	PO BOX 5080	06/16/2020		N		251.55
04/22/2020	CAROL STREAM IL, 60197	/ /	0.0000	N		0.00
		06/16/2020		N		251.55

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-851.000	TELEPHONE	251.55

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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		

VENDOR TOTAL: 251.55

B2B	B2B	05/11/2020	3785015982849	FOA	ANNUAL PRIME MEMBERSHIP	
43536		06/16/2020		N		179.00
05/11/2020	,	/ /	0.0000	N		0.00
		06/16/2020		N		179.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-740.000	OPERATING SUPPLIES	179.00

VENDOR TOTAL: 179.00

CHLORIDESO	CHLORIDE SOLUTIONS, LLC	05/26/2020	643	FOA	DUST CONTROL	
43567	672 NORTH M-52	06/16/2020		N		8,054.88
05/26/2020	WEBBERVILLE MI, 48892	/ /	0.0000	N		0.00
		06/16/2020		Y		8,054.88

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-463-969.002	ROAD CHLORIDE	8,054.88

CHLORIDESO	CHLORIDE SOLUTIONS, LLC	05/30/2020	648	FOA	DUST CONTROL	
43566	672 NORTH M-52	06/16/2020		N		7,746.04
05/30/2020	WEBBERVILLE MI, 48892	/ /	0.0000	N		0.00
		06/16/2020		Y		7,746.04

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-463-969.002	ROAD CHLORIDE	7,746.04

VENDOR TOTAL: 15,800.92

COMCAST	COMCAST CABLE	05/03/2020	050320	FOA	MAY 2020 - INTERNET/PHONE AT WTP	
43484	P.O. BOX 7500	06/16/2020		N		181.32
05/03/2020	SOUTHEASTERN PA, 19398-7500	/ /	0.0000	N		0.00
		06/16/2020		N		181.32

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-851.000	TELEPHONE	65.64
536-000-805.000	INTERNET	115.68
		181.32

COMCAST	COMCAST CABLE	05/06/2020	050620	FOA	MAY 2020 - CABLE/INTERNET AT TWP HAL	
43478	P.O. BOX 7500	06/16/2020		N		271.74
05/06/2020	SOUTHEASTERN PA, 19398-7500	/ /	0.0000	N		0.00
		06/16/2020		N		271.74

Open

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INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP
EXP CHECK RUN DATES 06/16/2020 - 06/16/2020
BOTH JOURNALIZED AND UNJOURNALIZED

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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		

GL NUMBER	DESCRIPTION	AMOUNT
577-000-805.000	INTERNET	178.35
577-000-806.000	CABLE TV FEES	93.39
		<u>271.74</u>

VENDOR TOTAL: 453.06

CONSUMER	CONSUMERS ENERGY	06/02/2020	201629246939	FOA	JUNE 2020 - TOWNSHIP HALL	
43588	PO BOX 740309	06/16/2020		N		134.87
06/02/2020	CINCINNATI OH, 45274-0309	/ /	0.0000	N		0.00
		06/16/2020		N		134.87

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-920.001	UTILITIES - GAS	134.87

CONSUMER	CONSUMERS ENERGY	06/01/2020	205722858692	FOA	JUNE 2020 - PARSHAVILLE SIRENS	
43582	PO BOX 740309	06/16/2020		N		40.99
06/01/2020	CINCINNATI OH, 45274-0309	/ /	0.0000	N		0.00
		06/16/2020		N		40.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
206-000-920.002	UTILITIES - ELECTRIC	40.99

CONSUMER	CONSUMERS ENERGY	05/31/2020	206879429082	FOA	MAY 2020 - STREETLIGHTS	
43569	PO BOX 740309	06/16/2020		N		149.78
05/31/2020	CINCINNATI OH, 45274-0309	/ /	0.0000	N		0.00
		06/16/2020		N		149.78

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-448-921.000	STREET LIGHTS	149.78

CONSUMER	CONSUMERS ENERGY	06/02/2020	206879432962	FOA	JUNE 2020 - HERO TEEN CENTER	
43587	PO BOX 740309	06/16/2020		N		17.05
06/02/2020	CINCINNATI OH, 45274-0309	/ /	0.0000	N		0.00
		06/16/2020		N		17.05

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-920.001	UTILITIES - GAS	17.05

VENDOR TOTAL: 342.69

D&G	D & G EQUIPMENT, INC.	05/05/2020	050520	FOA	MOWER BLADE & SYNTHETIC OIL	
43479	3915 TRACTOR DRIVE	06/16/2020		N		285.36
05/05/2020	HOWELL MI, 48855	/ /	0.0000	N		0.00
		06/16/2020		Y		285.36

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INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP
EXP CHECK RUN DATES 06/16/2020 - 06/16/2020
BOTH JOURNALIZED AND UNJOURNALIZED

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Vendor Code	Vendor name	BOTH OPEN AND PAID	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		

Open

GL NUMBER	DESCRIPTION	AMOUNT
539-000-930.000	REPAIRS & MAINTENANCE	285.36

VENDOR TOTAL: 285.36

DOUGIES	DOUGIE'S DISPOSAL & RECYCLING	06/01/2020	67843	FOA	JUNE 2020 - TRASH PICKUP AT ALL PARK	
43542	PO BOX 241	06/16/2020		N		300.00
06/01/2020	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		06/16/2020		Y		300.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	300.00

VENDOR TOTAL: 300.00

0070	DTE ENERGY	04/30/2020	299215907-04/202	FOA	APR 2020 - ROTONDO WELL HOUSE	
43585	P.O BOX 740786	06/16/2020		N		27.48
	CINCINNATI					
05/11/2020	OH, 45274-0786	/ /	0.0000	N		0.00
		06/16/2020		N		27.48

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-920.002	UTILITIES - ELECTRIC	27.48

0070	DTE ENERGY	04/30/2020	768681908-04/202	FOA	MAR/APR 2020 - CEMETERY	
43584	P.O BOX 740786	06/16/2020		N		28.00
	CINCINNATI					
05/13/2020	OH, 45274-0786	/ /	0.0000	N		0.00
		06/16/2020		N		28.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
209-000-920.000	UTILITIES	28.00

0070	DTE ENERGY	05/31/2020	922090901-05/202	FOA	MAY 2020 - SETTLERS PARK PAVILION	
43586	P.O BOX 740786	06/16/2020		N		55.64
	CINCINNATI					
06/02/2020	OH, 45274-0786	/ /	0.0000	N		0.00
		06/16/2020		N		55.64

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-920.002	UTILITIES - ELECTRIC	55.64

VENDOR TOTAL: 111.12

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INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP
EXP CHECK RUN DATES 06/16/2020 - 06/16/2020
BOTH JOURNALIZED AND UNJOURNALIZED

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

0071	DTE ENERGY-STREET LIGHTS	05/31/2020	200442101194	FOA	MAY 2020 - STREETLIGHTS INCL MILLPOI	
43589		06/16/2020		N		1,247.02
	P.O. BOX 630795					
05/31/2020	CINCINNATI OH, 45263-0795	/ /	0.0000	N		0.00
		06/16/2020		N		1,247.02

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-448-921.000	STREET LIGHTS	978.09
701-000-290.400	MILPOINT STREET LIGHT ESCROW	247.13
701-000-290.410	FIDDLERS GROVE STREETLIGHT	21.80
		<u>1,247.02</u>

VENDOR TOTAL: 1,247.02

ETNA	ETNA SUPPLY COMPANY	06/01/2020	S103539160.001	FOA	COPPERHORN LEAD FORD	
43557	P.O. BOX 772107	06/16/2020		N		2,475.00
06/01/2020	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		06/16/2020		N		2,475.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-741.000	METER COSTS	2,475.00

VENDOR TOTAL: 2,475.00

FROHM	FROHM & WIDMER, INC.	05/29/2020	052920	FOA	APPRAISAL REPORT - RURAL KING	
43568	33966 WEST 8 MILE RD, STE 108	06/16/2020		N		5,500.00
05/29/2020	FARMINGTON MI, 48335	/ /	0.0000	N		0.00
		06/16/2020		N		5,500.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-209-801.000	CONTRACTED SERVICES	5,500.00

VENDOR TOTAL: 5,500.00

MARKETEER	GEORGE MOSES CO	06/01/2020	060120	FOA	JUNE 1/2 PAGE FARMERS MKT AD	
43555	P.O. BOX 686	06/16/2020		N		165.00
06/01/2020	BRIGHTON MI, 48116	/ /	0.0000	N		0.00
		06/16/2020		N		165.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-956.000	FARMERS MARKET	165.00

VENDOR TOTAL: 165.00

GODADDY	GO DADDY	05/11/2020	051120	FOA	RECURRING HOSTING FEE/REFUND	
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INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP
EXP CHECK RUN DATES 06/16/2020 - 06/16/2020
BOTH JOURNALIZED AND UNJOURNALIZED

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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		

43491		06/16/2020		N		0.00
05/11/2020	,	/ /	0.0000	N		0.00
		06/16/2020		N		0.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-801.000	CONTRACTED SERVICES	71.88
101-441-801.000	CONTRACTED SERVICES	(71.88)
		<u>0.00</u>

GODADDY	GO DADDY	05/04/2020	1679534667	FOA	HARTLANDPARKS.COM DOMAIN RENEWAL	
43494		06/16/2020		N		36.34
05/04/2020	,	/ /	0.0000	N		0.00
		06/16/2020		N		36.34

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-577-801.000	CONTRACTED SERVICES	36.34

VENDOR TOTAL: 36.34

HUBBELROTH	HUBBELL, ROTH & CLARK, INC.	05/20/2020	179300	FOA	M59 SAFETY PATH PLANS/SPECS THRU 5/2	
43529	PO BOX 824	06/16/2020		N		4,669.50
05/20/2020	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		06/16/2020		Y		4,669.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
401-444-969.005	SIDEWALKS	4,669.50

HUBBELROTH	HUBBELL, ROTH & CLARK, INC.	05/20/2020	179301	FOA	M59 SAFETY PATH SOIL BORINGS THRU 5/	
43530	PO BOX 824	06/16/2020		N		210.00
05/20/2020	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		06/16/2020		Y		210.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
401-444-969.005	SIDEWALKS	210.00

VENDOR TOTAL: 4,879.50

HUNT2	HUNTINGTON NATIONAL BANK	05/01/2020	23086	FOA	7/1/20 - 6/30/21 - MILLPOINTE RD SPE	
43581	ATTN CORPORATE TRUST DEPT	06/16/2020		N		500.00
	L-3632					
05/01/2020	COLUMBUS OH, 43260	/ /	0.0000	N		0.00
		06/16/2020		N		500.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
358-000-996.000	BOND FEES	500.00

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			Due Date		1099		

VENDOR TOTAL: 500.00

ILD	IN LOCAL DIFFERECE LLC	05/18/2020	051820	FOA	FARMERS MKT ADVERTISING	
43512		06/16/2020		N		100.00
05/18/2020	,	/ /	0.0000	N		0.00
		06/16/2020		N		100.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-956.000	FARMERS MARKET	100.00

VENDOR TOTAL: 100.00

J&R TENTS	J & R TENTS	06/01/2020	2020001	FOA	TABLE RENTAL FOR MARCH ELECTION	
43554	7255 ARGENTINE RD	06/16/2020		N		400.00
03/03/2020	HOWELL MI, 48855	/ /	0.0000	N		0.00
		06/16/2020		N		400.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-191-956.000	MISCELLANEOUS	400.00

VENDOR TOTAL: 400.00

JCIJONES	JCI JONES CHEMICALS, INC	05/28/2020	822003	FOA	800 GALLONS HYPOCHLORITE SOLUTION	
43541	MSC#729	06/16/2020		N		2,018.00
	P.O. BOX 830674					
05/28/2020	BIRMINGHAM AL, 35283-0674	/ /	0.0000	N		0.00
		06/16/2020		Y		2,018.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.001	WATER TREAT. CHEMICALS	2,018.00

VENDOR TOTAL: 2,018.00

2909	LIVINGSTON CTY.DRAIN COMMISSIO	05/28/2020	3179	FOA	MAY 2020 SEWER SYSTEM O&M	
43539	2300 E. GRAND RIVER	06/16/2020		N		166,493.08
	STE. 105					
05/28/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		06/16/2020		N		166,493.08

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-000-801.008	LCDC CONTRACT SERVICES	166,493.08

VENDOR TOTAL: 166,493.08

LDPA	LIVINGSTON DAILY PRESS & ARGUS	04/30/2020	3331754	FOA	APRIL 2020 PUBLICATION	
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			Due Date		1099		

43510			06/16/2020		N		50.00
	3964 SOLUTIONS CENTER						
04/30/2020	CHICAGO IL, 60677-3009		/ /	0.0000	Y		0.00
			06/16/2020		N		50.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-215-900.000	PRINTING & PUBLICATIONS	50.00

VENDOR TOTAL: 50.00

MCCRANDALL	MCCRANDALL, KRISTEN	06/02/2020	060220	FOA	REFUND DEPOSIT FOR PAVILION RENTAL	
43559	3556 RECREATION	06/16/2020		N		150.00
06/02/2020	PINCKNEY MI, 48169	/ /	0.0000	N		0.00
		06/16/2020		N		150.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000-651.000	PARKS & REC USE FEES	150.00

VENDOR TOTAL: 150.00

0400	MICHIGAN TOWNSHIPS ASSOCIATION	05/18/2020	051820	FOA	ROLES & FUNCTIONS OF THE ZBA SEMINAR	
43509	P.O. BOX 80078	06/16/2020		N		94.00
05/18/2020	LANSING MI, 48908-0078	/ /	0.0000	N		0.00
		06/16/2020		N		94.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-410-957.000	EDUCATION/TRAINING/CONVENTION	94.00

0400	MICHIGAN TOWNSHIPS ASSOCIATION	05/12/2020	503300	FOA	AUTHORITIES/RESPONSIBILITIES OF MI T	
43474	P.O. BOX 80078	06/16/2020		N		60.95
05/12/2020	LANSING MI, 48908-0078	/ /	0.0000	N		0.00
		06/16/2020		N		60.95

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-215-900.000	PRINTING & PUBLICATIONS	60.95

VENDOR TOTAL: 154.95

MUELLER	MUELLER CO	06/03/2020	4220813	FOA	STREET MACHINE POWER SUPPLY	
43579	23418 NETWORK PLACE	06/16/2020		N		112.64
06/03/2020	CHICAGO IL, 60673-1234	/ /	0.0000	N		0.00
		06/16/2020		N		112.64

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	112.64

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

VENDOR TOTAL: 112.64

ORKIN	ORKIN	05/05/2020	197392948	FOA	PEST CONTROL AT HERO TEEN CENTER	
43564	21068 BRIDGE ST.	06/16/2020		N		65.88
05/05/2020	SOUTHFIELD MI, 48034	/ /	0.0000	N		0.00
		06/16/2020		Y		65.88

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-801.000	CONTRACTED SERVICES	65.88

VENDOR TOTAL: 65.88

1180	PETER'S TRUE VALUE HARDWARE	05/29/2020	K53211	FOA	GARBAGE BAGS & TIE DOWN	
43540	3455 W. HIGHLAND ROAD	06/16/2020		N		38.97
05/29/2020	MILFORD MI, 48380	/ /	0.0000	N		0.00
		06/16/2020		N		38.97

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	38.97

1180	PETER'S TRUE VALUE HARDWARE	06/02/2020	K53253	FOA	GRASS SEED	
43556	3455 W. HIGHLAND ROAD	06/16/2020		N		20.99
06/02/2020	MILFORD MI, 48380	/ /	0.0000	N		0.00
		06/16/2020		N		20.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	20.99

1180	PETER'S TRUE VALUE HARDWARE	06/02/2020	K53258	FOA	RAKE, WINDSHIELD FLUID, TROWEL	
43558	3455 W. HIGHLAND ROAD	06/16/2020		N		32.97
06/02/2020	MILFORD MI, 48380	/ /	0.0000	N		0.00
		06/16/2020		N		32.97

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	32.97

1180	PETER'S TRUE VALUE HARDWARE	06/03/2020	K53278	FOA	BATTERIES & PAINT TAPE	
43570	3455 W. HIGHLAND ROAD	06/16/2020		N		18.48
06/03/2020	MILFORD MI, 48380	/ /	0.0000	N		0.00
		06/16/2020		N		18.48

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	18.48

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

1180	PETER'S TRUE VALUE HARDWARE	06/04/2020	K53297	FOA	HAND HELD SPREADER & WEED PREVENTER	
43578	3455 W. HIGHLAND ROAD	06/16/2020		N		66.98
06/04/2020	MILFORD MI, 48380	/ /	0.0000	N		0.00
		06/16/2020		N		66.98

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	66.98

1180	PETER'S TRUE VALUE HARDWARE	06/08/2020	K53361	FOA	TRIMMER LINE/GARBAGE BAGS	
43591	3455 W. HIGHLAND ROAD	06/16/2020		N		33.94
06/08/2020	MILFORD MI, 48380	/ /	0.0000	N		0.00
		06/16/2020		N		33.94

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	33.94

VENDOR TOTAL: 212.33

PHONEFUSIO	PHONE FUSION	04/30/2020	051120	FOA	APRIL 2020	
43492		06/16/2020		N		1.99
05/11/2020	,	/ /	0.0000	N		0.00
		06/16/2020		N		1.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-851.000	TELEPHONE	1.99

VENDOR TOTAL: 1.99

PMTECH	PM TECHNOLOGIES	05/28/2020	138675	FOA	SERVICE CALL - GENERATOR WOULDN'T SH	
43545	28294 BECK ROAD	06/16/2020		N		351.19
05/28/2020	WIXOM MI, 48393	/ /	0.0000	N		0.00
		06/16/2020		N		351.19

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-930.003	REPAIRS & MAINTENANCE BLD&GRDS	351.19

VENDOR TOTAL: 351.19

POLLARDWAT	POLLARD WATER	05/20/2020	167042	FOA	CURB KEYS/SHUT OFF KEY	
43535	P.O. BOX 417592	06/16/2020		N		233.49
05/20/2020	BOSTON MA, 02241-7592	/ /	0.0000	N		0.00
		06/16/2020		N		233.49

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	233.49

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		Due Date		1099		

VENDOR TOTAL: 233.49

PREISS	PREISS COMPANIES LLC	05/22/2020	12567	FOA	HERITAGE PARK CLEAN UP	
43561	8211 CLYDE ROAD	06/16/2020		N		375.00
05/22/2020	FENTON MI, 48430	/ /	0.0000	N		0.00
		06/16/2020		Y		375.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-930.000	REPAIRS & MAINTENANCE	375.00

PREISS	PREISS COMPANIES LLC	05/22/2020	12568	FOA	SPRANGER FIELD PLAYScape	
43560	8211 CLYDE ROAD	06/16/2020		N		2,375.00
05/22/2020	FENTON MI, 48430	/ /	0.0000	N		0.00
		06/16/2020		Y		2,375.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
401-751-970.006	SPRANGER FIELD	2,375.00

VENDOR TOTAL: 2,750.00

RBL	REALITY-BASED LEADERSHIP	05/01/2020	042820	FOA	MAY 2020	
43485		06/16/2020		N		27.00
04/28/2020	,	/ /	0.0000	N		0.00
		06/16/2020		N		27.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-192-957.000	EDUCATION/TRAINING/CONVENTION	27.00

VENDOR TOTAL: 27.00

LIM	RICHARD LIM PHOTOGRAPHY	05/28/2020	2020-05-28-1	FOA	PHOTOS, DRONE SHOTS	
43543	2767 LAUREL RIDGE LANE	06/16/2020		N		2,182.00
05/28/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		06/16/2020		Y		2,182.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
577-000-801.000	CONTRACTED SERVICES & RENTALS	2,182.00

VENDOR TOTAL: 2,182.00

RURALKING	RURAL KING	05/04/2020	050420	FOA	WEED PREVENTER & ROUND UP	
43481		06/16/2020		N		108.93
05/04/2020	,	/ /	0.0000	N		0.00
		06/16/2020		N		108.93

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		Due Date		1099		

GL NUMBER	DESCRIPTION	AMOUNT
101-265-802.000	LAWN/SNOW MAINTENANCE	108.93

VENDOR TOTAL: 108.93

SARGENTS	SARGENT'S TITLE COMPANY	06/08/2020	4060820	FOA	OVERPMT OF WATER PAY-OFF REF# 820005	
43590	625 S GRAND TRAVERSE STREET	06/16/2020		N		5.69
06/08/2020	FLINT MI, 48502	/ /	0.0000	N		0.00
		06/16/2020		N		5.69

Open

GL NUMBER	DESCRIPTION	AMOUNT
537-000-404.000	SPECIAL ASSESSMENTS	5.69

VENDOR TOTAL: 5.69

SELECTION	SELECTION.COM	04/01/2020	405254	FOA	BACKGROUND CHECK - M. BERNARDI	
43572	155 TRI-COUNTY PKWY, STE 150	06/16/2020		N		51.00
04/01/2020	CINCINNATI OH, 45246	/ /	0.0000	N		0.00
		06/16/2020		Y		51.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-577-801.000	CONTRACTED SERVICES	51.00

SELECTION	SELECTION.COM	06/01/2020	408885	FOA	BACKGROUND CHECK - A. RUFF	
43583	155 TRI-COUNTY PKWY, STE 150	06/16/2020		N		68.00
06/01/2020	CINCINNATI OH, 45246	/ /	0.0000	N		0.00
		06/16/2020		Y		68.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-801.000	CONTRACTED SERVICES	68.00

VENDOR TOTAL: 119.00

SHUTTERSTO	SHUTTERSTOCK.COM	05/06/2020	050620	FOA	MAY 2020	
43493		06/16/2020		N		29.00
05/06/2020	,	/ /	0.0000	N		0.00
		06/16/2020		N		29.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-577-801.000	CONTRACTED SERVICES	29.00

VENDOR TOTAL: 29.00

STAPLES	STAPLES	05/30/2020	8058555579	FOA	FACE MASKS, GLOVES, FACE SHIELD	
43565	PO BOX 660409	06/16/2020		N		351.45

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05/30/2020	DALLAS TX, 75266-0409		/ /	0.0000	N		0.00
			06/16/2020		N		351.45

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-191-727.000	SUPPLIES & POSTAGE	351.45

STAPLES	STAPLES	06/06/2020	8058630579	FOA	MISC SUPPLIES	
43580	PO BOX 660409	06/16/2020		N		449.61
06/06/2020	DALLAS TX, 75266-0409	/ /	0.0000	N		0.00
		06/16/2020		N		449.61

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-299-727.000	SUPPLIES & POSTAGE	449.61

VENDOR TOTAL: 801.06

SOM	STATE OF MICHIGAN	05/04/2020	050420	FOA	RENEW LICENSE - J. HEASLIP	
43482	MICHIGAN DEPT OF TREASURY	06/16/2020		N		350.00
	P.O. BOX 30716					
05/04/2020	LANSING MI, 48909	/ /	0.0000	N		0.00
		06/16/2020		N		350.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-209-804.000	MEMBERSHIP & DUES	350.00

VENDOR TOTAL: 350.00

TARGET STO	TARGET	05/12/2020	051220	FOA	HAND SANITIZER	
43475		06/16/2020		N		5.99
05/12/2020	,	/ /	0.0000	N		0.00
		06/16/2020		N		5.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-740.000	OPERATING SUPPLIES	5.99

VENDOR TOTAL: 5.99

TCS	TRI COUNTY SUPPLY INC	04/30/2020	289265	FOA	DISINFECTING WIPES	
43514	7109 DAN MCGUIRE DR	06/16/2020		N		222.60
04/30/2020	BRIGHTON MI, 48116	/ /	0.0000	N		0.00
		06/16/2020		N		222.60

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-740.000	OPERATING SUPPLIES	222.60

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		Disc. Date	Disc. %	1099		Net Amount
		Due Date				
TCS	TRI COUNTY SUPPLY INC	05/14/2020	289403	FOA	FACE MASKS	
43515	7109 DAN MCGUIRE DR	06/16/2020		N		45.00
05/14/2020	BRIGHTON MI, 48116	/ /	0.0000	N		0.00
		06/16/2020		N		45.00
Open						
GL NUMBER		DESCRIPTION			AMOUNT	
101-265-740.000		OPERATING SUPPLIES			45.00	
TCS	TRI COUNTY SUPPLY INC	04/30/2020	289438	FOA	GLOVES, HAND SANITIZER, MASKS, TOWEL	
43513	7109 DAN MCGUIRE DR	06/16/2020		N		581.13
04/30/2020	BRIGHTON MI, 48116	/ /	0.0000	N		0.00
		06/16/2020		N		581.13
Open						
GL NUMBER		DESCRIPTION			AMOUNT	
101-265-740.000		OPERATING SUPPLIES			581.13	
VENDOR TOTAL:						848.73
USA	USA BLUE BOOK	06/02/2020	253908	FOA	REAGENT IRON FERROVER	
43571	P.O. BOX 9004	06/16/2020		N		65.90
06/02/2020	GURNEE IL, 60031-9004	/ /	0.0000	N		0.00
		06/16/2020		N		65.90
Open						
GL NUMBER		DESCRIPTION			AMOUNT	
536-000-740.000		OPERATING SUPPLIES			65.90	
VENDOR TOTAL:						65.90
WATERTECH	WATER TECH	04/30/2020	47509	FOA	APRIL 2020 COLIFORM ANALYSIS	
43563	718 S MICHIGAN	06/16/2020		N		176.00
04/30/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		06/16/2020		Y		176.00
Open						
GL NUMBER		DESCRIPTION			AMOUNT	
536-000-740.000		OPERATING SUPPLIES			176.00	
VENDOR TOTAL:						176.00
ZOOM	ZOOM VIDEO COMMUNICATIONS INC.	05/08/2020	050820	FOA	MAY 2020	
43477	55 ALMADEN BLVD, 6TH FLOOR	06/16/2020		N		15.89
05/08/2020	SAN JOSE CA, 95113	/ /	0.0000	N		0.00
		06/16/2020		N		15.89
Open						
GL NUMBER		DESCRIPTION			AMOUNT	
577-000-946.000		PEG SERVER & SOFTWARE RENTAL			15.89	

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DB: Hartland

INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP
EXP CHECK RUN DATES 06/16/2020 - 06/16/2020
BOTH JOURNALIZED AND UNJOURNALIZED

Page: 15/15

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		

VENDOR TOTAL:	15.89
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TOTAL - ALL VENDORS:	210,428.84
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FUND TOTALS:

Fund 101 - GENERAL FUND	27,161.31
Fund 206 - FIRE OPERATING	40.99
Fund 209 - CEMETERY	28.00
Fund 358 - MILLPOINTE ROAD DEBT SERVICE FUND	500.00
Fund 401 - CAPITAL PROJECTS FUND	7,254.50
Fund 536 - WATER SYSTEM FUND	5,921.35
Fund 537 - WATER DEBT SERVICE FUND	5.69
Fund 539 - WATER REPLACEMENT FUND	285.36
Fund 577 - CABLE TV FUND	2,469.63
Fund 590 - SEWER OPERATIONS & MAINTENANCE FUND	166,493.08
Fund 701 - TRUST AND AGENCY	268.93

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Larry Ciofu, Clerk

Subject: 06-02-2020 Hartland Township Board Meeting Minutes

Date: June 9, 2020

Recommended Action

Move to approve the Hartland Township Board Regular Meeting minutes for June 2, 2020.

Discussion

Draft minutes are attached for review

Financial Impact

Attachments

6-2-2020 HTB Minutes - DRAFT

HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

June 02, 2020 – 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 Colaianne, Trustee Germane, Trustee Harper, Trustee Petrucci

ABSENT: None

Also present were Planning Director Troy Langer and Public Works Director Bob West.

4. Approval of the Agenda

Move to approve the agenda for the June 2, 2020 Hartland Township Board meeting as presented.

Motion made by Treasurer Horning, Seconded by Trustee Colaianne.

Voting Yea: Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee Colaianne, Trustee Germane, Trustee Harper, Trustee Petrucci

Voting Nay: None

5. Call to the Public

No one came forward.

6. Approval of the Consent Agenda

Move to approve the consent agenda for the June 2, 2020 Hartland Township Board meeting as presented.

Motion made by Trustee Harper, Seconded by Trustee Germane.

Voting Yea: Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee Colaianne, Trustee Germane, Trustee Harper, Trustee Petrucci

Voting Nay: None

- a. Approve Payment of Bills
- b. Approve Post Audit of Disbursements Between Board Meetings
- c. Approve 05/19/20 Regular Meeting Minutes

7. Pending & New Business

- a. Resolution - Ordinance to Temporarily Relax Standards for Outdoor Uses

Planning Director Troy Langer gave a brief overview of the Executive Order that would allow restaurants to open with limited seating capacity. Even with limited capacity, restaurant expenses will remain the same, as they will need the same amount of staff, and maybe even more staff with the extra cleaning requirements. With seating capacity limited the revenue stream for restaurants is severely reduced. As a result, the Township explored ways to assist restaurants and retail

HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

June 02, 2020 – 7:00 PM

establishments during this period in relaxing certain ordinance standards. Director Langer researched various ordinances throughout the country and came up with an ordinance to relax standards for the use of outdoor seating and space. Director Langer gave a brief overview of the temporary ordinance provisions, which will require a special permit from the Township at no charge. All provisions of this ordinance must still comply to the State's Executive Orders. Director Langer stated that he believes we are the only one in the state that is pursuing this at this time.

Move to adopt the Ordinance to Temporarily Relax Standards for Outdoor Uses, as outlined in the attached Resolution.

Motion made by Trustee Harper, Seconded by Trustee Colaianne. Roll call vote taken.

Voting Yea: Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee Colaianne, Trustee Germane, Trustee Harper, Trustee Petrucci

Voting Nay: None Motion passes: 7-0-0

8. Board Reports

Trustee Harper - No report.

Trustee Petrucci - No report.

Clerk Ciofu – Stated that we have sent out applications to everyone on our Permanent Absentee Ballot List and we are starting to get those back. The State has accessed the Qualified Voter File Index for all of those individuals not on the Permanent Absentee Ballot List and they will be mailing out applications to all other registered voters around June 10, or June 12. This is a dual application for both the August and November application.

Treasurer Horning - On the bottom half of this year's tax bill we will encourage people to use the drop box. If you return to entire bill with the payment, Hartland Township will stamp the top copy and send it back to the resident. We are trying to think of the safety of the residents and the Township employees.

Trustee Colaianne - The summer program for the Hartland HERO Teen Center will be cancelled this year. The annual HERO Teen Center golf outing will be moved to the fall.

Trustee Germane - No report.

Supervisor Fountain – Stated that there will be another Board meeting in two weeks. The planning commission will hold a meeting a week from Thursday looking at a private road with Bella Vita, and this would come to the Board in our next meeting. Supervisor Fountain also mentioned the nice painting on the berm on M-59 for the 2020 Hartland Graduation class and stated the drive through Hartland High School Graduation is set for Saturday, June 6. He congratulated all of the graduates.

[BRIEF RECESS]

9. Information / Discussion

a. Manager Recruitment

Clerk Ciofu gave an overview of the process that the Recruiter Committee took in evaluating potential recruiters. Manager Wickman provided us with a list of recruiting firms and the Committee reviewed various websites to narrow the search down to three firms. The Committee contacted each of the top three firms of Walsh Recruiting Services, Michigan Municipal League and Gov HR. Clerk Ciofu stated that the process was similar for all three firms and went through some of the specific steps that would be taken by each firm and some specifics of each firm. He reviewed the cost estimates for each of the three firms and stated it was the recommendation of the

HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

June 02, 2020 – 7:00 PM

Committee that Walsh Municipal Services would be a viable recruiter for us in the search for a new Manager.

Move to approve Walsh Municipal Services as the recruiting firm for the new Township Manager at a cost not to exceed \$14,000.

Motion made by Trustee Colaianne, Seconded by Trustee Harper.

Voting Yea: Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee Colaianne, Trustee Germane, Trustee Harper, Trustee Petrucci

Voting Nay: None

Supervisor Fountain requested an update on the potential purchase of a fire truck by the Hartland Deerfield Fire Authority (HDFA). Trustee Petrucci gave an overview of the situation stating that in 2018 it was budgeted to purchase a new fire engine, which was delayed until 2019, and again delayed until now. The reason for this purchase in 2018 was the age of the truck and the high cost of repairs, which is still occurring, in addition to the truck being out of service when it is in for repairs. The HDFA solicited bids and one firm told us they would hold the 2019 price which would avoid a 10% increase. A couple of months ago the firm told the HDFA they could no longer hold the price, so the HDFA approved the purchase of the truck to get the 2019 pricing, subject to getting approval of the Hartland Township Board and having financing in place. After further discussion, it was determined by the HDFA that this was not a good time to make this purchase, given the COVID situation and the current economic conditions, and they decided to postpone the purchase for another year. Trustee Petrucci then went through the pros and cons of this decision to delay the purchase and a brief discussion was held on the specifics of the fire truck. This would also put this purchase after any decision being made on a new fire millage. A brief discussion was held on the fire millage proposal and timing.

Trustee Germane wanted to let the Board know what is going on with the improvements at Spranger Field. Public Works Director Bob West gave an overview of the resumed progress on the playscape, the building, and the fences. The playscape was relocated to our original planned location due the fact that the desired location did not meet national safety standards. The playscape is now in, and is awaiting fall protection woodchips to be delivered. The bathroom renovations are on hold awaiting fixtures to be delivered. The first and third base fences have been installed and the backstops are the only items that remain to be completed. Director West also gave a brief overview of the nature trail and the phragmites mitigation plan for Spranger Field. Trustee Germane inquired as to whether the youth programs will resume this summer. Director West stated that HAYAA baseball would be refunding all fees for this year and this would be discussed at the Admin Committee meeting tomorrow. They continue to do the maintenance on the fields. Trustee Germane discussed a grand opening ceremony when times permits.

10. Adjournment

Move to approve adjourn the meeting at 7:45 p.m.

Motion made by Trustee Harper, Seconded by Trustee Petrucci.

Voting Yea: Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee Colaianne, Trustee Germane, Trustee Harper, Trustee Petrucci

Voting Nay: None

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert West, Director of Public Works

Subject: Ratify the Hiring of Nathan Vermillion as Public Works part-time seasonal employee

Date: June 10, 2020

Recommended Action

Ratify the Hiring of Nathan Vermillion as Public Works part-time seasonal employee (\$11.00/hour)

Discussion

Public Works is seeking approval to hire Mr. Vermillion as supplemental assistance to the 2020 mowing crew. Public Works budgeted for three seasonal positions in the approved FY2021 Budget, yet only two have been onboarded for the season. The hiring of Mr. Vermillion does not have a financial impact.

Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

Attachments

N Vermillion Resume.pdf

APPLICATION FOR EMPLOYMENT

This Township is an equal opportunity employer and will not discriminate against any applicant on the basis of any characteristic that is protected by state or federal law. Michigan law requires that a person with a disability or handicap requiring accommodation to perform the essential duties of the job must notify the employer in writing within 182 days of the date that the need is known or should have been known. Federal law has no such requirement.

Position Applied For: Seasonal Work

Date of Application 05/07/19

Date you Can Start: 05/13/19

Please note that this application will only remain active for 3 months, after which the applicant would need to re-apply.

Name: Vermillion Nathaniel
Last First

Present Address: _____
Street City State Zip

Permanent Address

Telephone #: Home

Are you 18 years or older? ☒ Yes ☐ No

Are there any hours or days of the week you cannot work? _____ If so, when? _____

Salary Desired \$11 Type of Employment: _____ Full-time ☒ Part-time

Are you employed now? Yes May we contact your present employer? Yes

Have you ever applied to this Township before? Yes Where? Hartland

Under what name? Nathaniel Vermillion When? May 2018

EDUCATION:

	NAME AND ADDRESS OF SCHOOL	NO. OF YEARS ATTENDED	DID YOU GRADUATE?	SUBJECT/ MAJOR
Elementary School				
High School	Hartland High School	4	Yes	

Do you have US Military experience? NO Date Entered _____

Branch: _____ Rank: _____ Date Discharged _____ Honorably? _____

Are you lawfully entitled to be employed in the United States? Yes

If so, please state citation, date and place where offense occurred. _____

Please provide any additional information such as special skills, training, management experience, equipment operation or qualifications you feel will be helpful to us in considering your application. Shift Leader at Hartland Culver's

REFERENCES: Three individuals not related to you, whom you have known for at least one year:

NAME	ADDRESS AND TELEPHONE	RELATIONSHIP	YEARS ACQUAINTED

CURRENT AND MOST RECENT FORMER EMPLOYERS: (Most Recent One First)

DATE MONTH/YEAR	NAME, ADDRESS AND TELEPHONE NO. OF EMPLOYER	SALARY: STARTING/ ENDING	LAST POSITION HELD/ RESPONSIBILITIES	REASON FOR LEAVING
			Shift Leader at Hartland Culvers Run kitchen/manage employees	Currently working as a second job
From:				
To:				
From:				
To:				
From:				
To:				
From:				
To:				

May We Contact The Employers Listed? ☒ Yes ☐ No
If not, which one(s)? _____

* * * *

Please read the following statement carefully before signing to indicate your understanding:

I understand that, prior to being offered employment, I may be requested to take an employment examination. In the event that I have a disability that will affect my ability to take the test, I will so inform the Township prior to the administration of the test so that a reasonable accommodation can be made. The Township reserves the right to require medical documentation regarding the need for accommodation.

I further understand that I will be required to take a drug/alcohol test prior to being employed and that cooperating in the administration of this test and passing it are conditions for employment.

I certify that the facts contained in this application are true and complete to the best of my knowledge and understand that, if employed, falsified statements or omitted information on this application may result in termination.

I authorize investigation of all statements contained in this application for any employment-related purpose. I release the listed references and all employers, except those specifically excepted,* to provide you with any and all applicable information they may have. I hereby release these references and former employers from all liability for any information they may give to you.

I agree that any action or suit against the Township arising out of my employment or termination of employment, including, but not limited to, claims arising under state or federal civil rights statutes, must be brought within 182 days of the event giving rise to the claims or be forever barred. I waive any limitations period to the contrary.

05/07/19
Date


Signature

*Employers specifically excepted: _____

For Employer Use Only

Interviewed By: _____ Date: _____ Hired: _____ Yes _____ No

Starting Date: _____ Position: _____ Wage: _____

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert West, Director of Public Works

Subject: ITC Grant Funding

Date: June 10, 2020

Recommended Action

Authorize the Public Works Director conduct the brush and tree removal portion of the M-59 pathway connector planned for a future construction date.

Discussion

Public Works applied for financial assistance from ITC for the proposed pathway along the southwest M-59 corridor. ITC awarded a nature management grant in the amount of \$2,500 for the removal of brush and sapling trees along the existing pathway as well as the proposed pathway.

The brush and tree removal will eliminate long term growth into the transmission power lines, and also provide an enhanced safety measure for pathway patrons.

In an effort to sustain positive stewardship of the ITC grant funding, Public Works is recommending the sapling tree and brush removal be conducted this year to ensure a positive follow up report to ITC regarding the use of the funding.

Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

Attachments

None

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert West, Director of Public Works
Subject: HAYAA Spranger Field Contract Deferment
Date: June 10, 2020

Recommended Action

Approve the recommended action of deferring the former 2020 Spranger Field Contract until calendar year 2021. Furthermore, approve the extension of the preexisting 2019 Spranger Field Contract into the calendar year 2020.

Discussion

HAYAA Baseball has reached out to the Township to request a one-year deferment of the revised 2020 Contract for Spranger Field. Due to the COVID-19 circumstances, HAYAA was required to refund all participant fees for the baseball program.

Public Works is recommending the one-year deferment as the revised fee schedule was based upon the field improvements being completed for the season. The field improvements have only recently restarted as a result of the COVID-19 circumstances.

Financial Impact

Is a Budget Amendment Required? ☒ Yes ☐ No

The approved budget includes the revised 2020 fee schedule, which reduced the Township monthly fee to the organization. The deferment to the 2019 contract will require a \$3,000 budget amendment.

Attachments

2020 Spranger HAYAA Contract.docx

2020 Spranger Improvements.docx

2019 HAYAA contract - Spranger fields.pdf

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert West, Director of Public Works

Subject: 2020-2030 HAYAA Spranger Agreement

Date: February 24, 2020

Recommended Action

Authorize the Township Supervisor to approve the ten (10) year agreement between Hartland Township and the Hartland Area Youth Athletic Association for the use, maintenance, and preservation of the Spranger Field facilities.

Discussion

The proposed HAYAA/Spranger contract revisions signify the changes as a result of the planned 2020 park improvements and cost sharing understandings between Hartland Township and HAYAA.

The planned improvements to the Spranger Fields total approximately \$211,000 and will include new fencing, remodeled facility interior, infield improvements, and substantial tree clearing along the US-23 ROW. The proposal has been endorsed by the Park Site Plan Committee and recommended in the FY2020-21 budget.

The proposal requires an financial commitment by HAYAA Baseball in the amount of \$50,000 to be paid over ten years to the Township. HAYAA has requested an increased annual payment from \$7,000 annually to \$9,000 annually due to the increase in field maintenance costs. For reference, HAYAA Baseball received an increase from \$6,000 to the current \$7,000 in 2012.

The proposed 2020-2030 HAYAA contract for use of Spranger Field has been revised based upon the planned 2020 improvements and a payback schedule not too exceed ten years. HAYAA has a meeting scheduled to formalize the contract signing and will deliver a signed contract prior to the Township Board Meeting.

Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

Attachments

2020-2030 HAYAA Contract - Spranger.pdf

2019 HAYAA contract - Spranger fields.pdf

2018 HAYAA contract - Spranger fields.pdf

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert West, Director of Public Works

Subject: 2020 Spranger Improvements

Date: February 26, 2020

Recommended Action

Authorize the Public Works to act on behalf of the Township Board to complete the 2020 Spranger Field improvements and approve a budget amendment in an amount of \$211,000.

Discussion

The Park Site Plan Committee has recommended a series of improvements to the Township's Spranger Field for the 2020 construction season. The proposed improvements have been supported during Township Board work sessions, and Public Works is seeking authorization to proceed.

The proposed improvements include new fencing and backstops, remodeled facility interior, infield improvements, and substantial tree clearing along the US-23 ROW. Additionally, a pathway will be mowed into the norther area of the park. The pathway is not reflected in the cost analysis as the bonus task will be donated by Preiss Outdoor Services.

The budget for the proposed improvements totals \$211,000, however Public Works believes some cost savings will be recognized from the budget. The proposal includes a HAYAA Baseball investment of \$50,000 paid over ten years to the Township, which was acceptable to HAYAA contingent upon an increase from \$7,000 annually to \$9,000 annually for field maintenance. For reference, HAYAA Baseball received an increase from \$6,000 to the current \$7,000 in 2012.

Public Works will act as the general contractor for the proposed improvements as many different services will be required for completion. Public Works is seeking authorization to proceed with completing the project on behalf of the Township Board by ordering parts directly, contracting multiple services, and overseeing budgeting- all of which are cost savings efforts compared to hiring a general contractor to perform the same services.

Financial Impact

Is a Budget Amendment Required? ☒ Yes ☐ No

The proposed improvements will be funded from the Township's Capital Projects Fund. Any funding for work not completed prior to April 1, 2020 will be amended to the FY2020-21 budget.

Attachments



Spranger Upgrades 2020 with costs.pdf



2020 HAYAA Contract - Spranger fields.pdf



Cash Flow.pdf

**Memorandum of Agreement
Between Hartland Township and the Hartland Area Youth Athletic Association**

WHEREAS, Hartland Township (the Township) owns Spranger Field, a park site on Hartland Road and north of Dunham Road, used for general community park uses and provides facilities for the Hartland Area Youth Athletic Association (HAYAA);

WHEREAS, HAYAA has a long tradition of positively serving children in the Township by providing recreational opportunities of baseball and softball activities through the use of volunteers at little cost to the Township;

WHEREAS, the Township and HAYAA desire to enter into an agreement regarding the use, maintenance and preservation of the fields, rest rooms, concession stand, pavilion and parking lot (the Facilities) at Spranger Field; and

WHEREAS, the Township has determined that this Agreement is in the public interest and serves and advances the public purpose,

NOW, THEREFORE, the Township and HAYAA agree as follows:

- I. The term of this Agreement shall commence immediately and shall expire December 31, 2019. The parties agree to meet in November 2019 to discuss renewal of this Agreement.
- II. The Township agrees to provide use of the Facilities to HAYAA under the following conditions:
 - a. Only for the purpose of HAYAA sanctioned baseball and softball activities for children between the ages of five (5) and sixteen (16).
 - b. HAYAA shall submit a "requested" schedule to the Township by March 31, 2019, which shall be reviewed to confirm the availability of the Facilities and to protect the best interest of the Township. After approval by the Township, the schedule shall become "final", and no changes shall be made without written approval of the Township (not to be unreasonably withheld).
 - c. HAYAA shall provide a detailed game and practice schedule prior to each season that includes identification and contact information for each team scheduled.
 - d. HAYAA agrees to use and occupy the Facilities in accordance with all applicable ordinances, statutes, codes, laws, rules and regulations.
- III. The Township shall pay to HAYAA the sum of Seven Thousand Dollars (\$7,000), payable in seven (7) equal monthly installments of One Thousand Dollars (\$1,000) each, beginning March 15, 2019, in consideration of the following services for the Facilities to be provided by HAYAA:
 - a. Facilities shall be maintained in good condition, recognizing they are part of a park serving the general public.
 - b. Grass turf areas shall be mowed once every two weeks between the months of April and October, including the abutting Hartland Road right of way to the north side of the Ore Creek bridge (including weed trimming along sidewalk cracks and edges, from the curb to the fence).
 - c. Picnic pavilion, restroom facilities, all toilets and fixtures shall be:
 - i. Unlocked, open and operational during all HAYAA sanctioned activities;
 - ii. Secured and locked at the conclusion of each day's activities (except pavilion);
 - iii. Cleaned, serviced and maintained in good and safe working order as a clean, useable facility, with all necessary supplies (including, but not limited to, paper towels, toilet paper, and cleaning supplies).

- d. The concession stand shall also be cleaned, serviced and maintained in good and safe working order as a clean, useable facility.
 - e. Proper parking of spectator cars and proper crowd control to allow access for emergency vehicles and personnel shall be maintained.
 - f. Litter control shall be provided to the Facilities daily during HAYAA sanctioned activities and trash receptacles shall be emptied when more than half full, but at least weekly. All refuse shall be properly disposed in a dumpster to be provided by HAYAA in an area approved by the Township. The dumpster shall remain locked, to deter illegal dumping, and it shall be emptied at least bi-weekly.
 - g. When deemed by the Township to have occurred during HAYAA sanctioned activities, prominent graffiti in common areas shall be painted out within one week of discovery. Other incidental graffiti shall be painted out annually.
 - h. Additional asphalt millings shall be applied and the graveled parking lot shall be graded by April 30, 2019.
 - i. HAYAA may provide maintenance or services to a higher or more frequent standard than identified above, providing HAYAA assumes all related costs resulting from the higher standard and complies with any present or future federal, state, or local laws and policies.
 - j. If the Township determines that any of this required maintenance is not being done effectively, the Township will provide 24 hours notice to HAYAA to correct the condition. If it is not completed satisfactorily, the Township will provide the service and bill HAYAA for the cost of service plus an additional 10% administrative fee. HAYAA will pay all costs related to this service.
- IV. The Township shall maintain the well, sewer and electrical services at its own cost, including the winterization of the facilities and restoration of utilities based on the seasonal demand.
- V. The Township shall retain the right to allow and approve rental of the Facilities by others during those times when HAYAA is not scheduled, provided the Facilities are returned to HAYAA in good, clean, playable condition. In consideration of the payment for services above, HAYAA agrees to provide dumpster access and clean the restroom facilities, to the same standard described, for up to ten (10) additional days for rental of the Facilities by others. For any other services HAYAA may provide to other renters of the Facilities (i.e. lining/marketing fields, concessions, equipment rental, etc.), they shall be permitted to charge a reasonable fee to recover any costs HAYAA may incur. HAYAA shall submit a schedule of permissible fees and charges to the Township by March 31, 2019.
- VI. Any other maintenance, safety or liability concerns not provided for in this Agreement should be reported to the Township by HAYAA within 24 hours for review and correction, if necessary.
- VII. HAYAA shall make no modifications to the Facilities without the permission of the Township.
- VIII. Any and all news releases, signs, or other types of publicity pertaining to the activities of HAYAA at Spranger Field shall recognize the Township as a participating entity and represent the Township in a positive and favorable light.
- IX. HAYAA agrees that it will indemnify, hold and save the Township and its officers, agents, contractors and employees whole and harmless and defend same from and against all claims from any an act, omission, negligence or misconduct on the part of HAYAA or any of its

agents, servants, employees, contractors, guests or invitees resulting from its use of the Facilities.

- X. HAYAA shall furnish a copy of a liability insurance policy naming the Township as insured in the amount of \$1,000,000 together with a signed copy of this agreement and a copy of the approved schedule before using the facilities for any purpose. Such liability insurance will also be required of any sub-contractors hired by HAYAA prior to working on park property.
- XI. The Township shall be entitled to revoke this Agreement by 10 days written notice to HAYAA for violating any terms contained herein.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this agreement on the dates shown with their respective signatures.

Hartland Area Youth Athletic Association

Hartland Township

By: _____

By: _____

President

Supervisor

Date: _____

Date: _____

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Troy Langer, Planning Director

Subject: Site Plan #20-004 Private Road (Bella Vita)

Date: June 9, 2020

Recommended Action

Move to Approve as outlined in the Staff Memorandum, dated June 9, 2020.

Approval of Site Plan Application #20-004, a request to construct a private road which is intended to provide access to four (4) parcels, which will be created under a separate land division application. The recommendation for approval is based on the following findings:

1. The length of the proposed private road is acceptable as proposed, despite being in excess of 600 feet in length, despite having only one point of public access, and despite the lack of access easements for a future private road connection to any adjacent developable parcels.
2. The proposed private road meets the minimum standards as outlined in the Zoning Ordinance.
3. Due to the unique shape of the subject property the proposed private road is consistent with the Township Standards for developing the property.

Approval is subject to the following conditions

1. The proposed private road is subject to approval by the Township Board.
2. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandum, dated June 4, 2020. Revised plans if necessary, shall be subject to an administrative review by the Planning staff prior to the issuance of a land use permit.
3. The proposed private road easement maintenance agreement shall comply with the requirements of the Township Attorney.
4. Approval of the private road does not include approval of any future land divisions.
5. A land use permit for the proposed private road is required.
6. The private road shall be constructed in accordance with Hartland Township standards and specifications prior to the issuance of any land use permit by Hartland Township for Parcel 1, Parcel 2, Parcel 3, or Parcel 4.
7. Applicant complies with any requirements of the Department of Public Works Director, Township Engineering Consultant (HRC), Hartland Deerfield Fire Authority, and all other government agencies, as applicable.
8. (Any other conditions the Township Board deems necessary)

Discussion

Applicant: Chuck Sekrenes

Site Description

The subject property, approximately 20.7 acres in size, is located on the north side of Highland Road, east of Arena Drive in Section 22 of the Township (Parcel ID #4708-22-200-018). The site has split zoning with approximately five (5) acres zoned GC-General Commercial at the south end of the site along Highland Road. The remaining property to the north, approximately 15.7 acres, is zoned CA-Conservation Agricultural. In 2017 the Township approved the construction of an approximate 41,500 square foot nursing home (Bella Vita Senior Living Facility) under Site Plan with Special Land Use Application #17-016. The Bella Vita facility is located in the area zoned CA and is currently under construction.

The property, in its current configuration (20.7 acres), has approximately 565 feet of frontage along Highland Road. The approved plans for Bella Vita (SP/SUP #17-016) shows a paved, private access drive, from Highland Road to the northern end of the facility's parking lot. The private access drive is constructed with curb and gutter and is approximately 30 feet wide (total width, back of curb to back of curb). The access drive was constructed per private road standards. Inspections have been made during the construction phase by the Township Engineering consultant, who has confirmed the access drive is consistent with the approved plans.

The northern portion of the subject property is designated as Multiple Family Residential on the Township's Future Land Use Map. The southern portion is designated as Office.

The Multiple Family Residential designation is intended to permit attached single-family homes, townhouses, or one to two story apartment buildings. Multiple Family Residential areas are intended to permit developments with a maximum density of eight (8) units per acre.

The surrounding adjacent properties on the west are zoned GC-General Commercial. Adjacent properties to the north and east are zoned CA-Conservation Agricultural.

Project Summary

The applicant is proposing to have the recently constructed private access drive to be classified as a private road, along with approval of an approximate additional 280 feet of private road that extends north of the existing private access drive and ends in a cul-de-sac. The access drive was approved as part of the Bella Vita Senior Living Facility, under Site Plan Application/Special Use Permit #17-016. On the approved Bella Vita site plan the approximate 860-foot long private drive provides access from Highland Road to the Bella Vita facility's parking lot.

The existing access drive was already constructed and inspected to comply with the Private Road standards; however, the dedication of the drive to become a Private Road requires a recommendation by the Planning Commission to the Township Board, with the final decision by the Township Board.

The proposed paved private road is the same design as the private access drive, having the same total width of 30 feet, which includes curb and gutter. A 66-foot wide easement for ingress/egress is shown on the proposed private road plan for the entire length of the private road.

Upon approval of the private road the applicant anticipates they will divide the approximate 20.7-acre property into four (4) parcels, which will be created under a separate land division application. The four (4) parcels are labeled on the proposed site plan, with the parcel size noted for each parcel. Currently the site has split zoning with approximately five (5) acres zoned GC-General Commercial at the south end of the site. Parcel 1 and Parcel 2 are located in this area (GC zoning), and each have frontage on Highland Road and the proposed private road.

The remaining property, approximately 15.7 acres, is zoned CA-Conservation Agricultural. Bella Vita Senior Living Facility, shown as Parcel 3. Bella Vita has access from the proposed private road.

Parcel 4 is located north of Parcel 3 (Bella Vita) and has access from the proposed cul-de-sac associated with the private road. Parcel 4 is zoned CA. The proposed private road ends in a cul-de-sac within Parcel 4. Per the submitted plan the future parcels range in size from approximately 1.25 to 9.58 acres.

Per the Township's Zoning Ordinance, the Township's Land Division Ordinance, and the State's Land Division Act, a new property cannot be created that does not have frontage on a public road, private road, or shared driveway. The current request is seeking approval for a private road. A private road requires a recommendation by the Planning Commission to the Township Board, with the final decision by the Township Board.

The Planning Commission is scheduled to review this request at their June 11, 2020 regular meeting. Information on that meeting will be made available at the Township Board meeting.

Review Procedure for the Private Road

The applicant is requesting approval for a private road, a portion of which was originally constructed as a private access drive, as approved for the Bella Vita project (SP #17-016). The private road is intended to serve the Bella Vita facility and future businesses having access from the private road. Four (4) parcels are to be created under a separate land division application. Section 5.23 of the Zoning Ordinance provides review and approval standards and procedures for private roads. Private roads require review by the Planning Commission with a recommendation to the Township Board, who makes the final decision.

This memorandum will outline the requirements for a private road and discuss the proposed plan for its compliance with the ordinance standards.

Section 5.23 of the Zoning Ordinance outlines that a land division cannot be approved prior to approval of a private road application. As a note, the Planning Commission will not approve the actual land division; however, the Planning Commission has the authority to recommend approval of a private road to the Township Board. The private road will provide the legal access and the required lot width for the proposed land divisions that will not have direct access to Highland Road. The land division request and application will be reviewed and approved administratively, if and when the private road is approved, constructed, and accepted.

Private Road Standards

The proposed paved private road is accessed from Highland Road and will provide access to four (4) parcels. The applicant is proposing a 26-foot wide paved road surface, with curb and gutter. The total road width is 30 feet. The proposed private road is located within a 66-foot ingress/egress easement. The private road ends in a cul-de-sac circle, which has a 50-foot radius. The length of the private road is approximately 1,000 lineal feet.

Following is an overview of the standards for a private road as they exist in the Zoning Ordinance. For

further clarification please refer to the applicable section in the Zoning Ordinance. Staff has provided comments on various sections, outlined in italics.

- Section 2 of the Township's Zoning Ordinance defines the term "Road, Private" as any road that is to be privately maintained and has not been accepted for maintenance by the Livingston County Road Commission or the State of Michigan, but which meets the requirements of this Ordinance, or has been approved as a private road by the Township. *The applicant intends to construct and maintain the road as a private road and has provided a draft form of a private road and easement maintenance agreement.*
- Section 5.2 of the Township's Zoning Ordinance requires all lots that are created shall have frontage on an improved public or private road, or shared driveway. The frontage shall be maintained for the full required width of the lot or parcel in accordance with the minimum width specifications established in Section 3.1. *The submitted plan shows the proposed private road is intended to provide access to four (4) parcels. Based on the submitted plan, the four (4) proposed parcels have frontage along the private road. Parcel 1 and Parcel 2 have frontage along Highland Road as well. CA requires 200 feet of lot width and a 2-acre lot size for single-family detached. GC requires 120 feet lot width and a minimum 20,000 square foot lot size if the lot has public water and sewer. Lot width is measured at the front yard setback line. In this case the required front setback is 80 feet from the street right-of way for Highland Road, and 50 feet from the 66-foot wide easement for the proposed private road.*

The plan appears to comply with the CA-Conservation Agricultural and GC-General Commercial zoning district requirements with regards to the minimum lot width and lot area requirements, with the exception of Parcel 1, which does not meet the required lot width of 120 feet along Highland Road. The lot width is shown as 99.41 feet, as measured at the required front setback line (80 feet from the ROW for Highland Road). Parcel 1 does meet the lot width requirement along the private road, where access to the parcel is proposed. Further review of the plan for compliance with the CA and GC standards will occur as part of the land division request. Following is a summary of the proposed parcels:

	<i>Parcel 1</i> <i>(GC zoning)</i>	<i>Parcel 2</i> <i>(GC zoning)</i>	<i>Parcel 3</i> <i>(CA zoning)</i>	<i>Parcel 4</i> <i>(CA zoning)</i>
<i>Lot Width</i> <i>(Approx.)</i>				
<i>Required</i>	<i>120 feet</i>	<i>120 feet</i>	<i>200 feet</i>	<i>200 feet</i>
<i>Proposed</i>	<i>99.41 feet*</i>	<i>212.53 feet*</i>	<i>NA</i>	<i>NA</i>
<i>Proposed</i>	<i>168.84 feet**</i>	<i>261.45 feet**</i>	<i>560 feet**</i>	<i>244.2 feet**</i>
<i>Lot Size</i>				
<i>Required</i>	<i>20,000 SF</i>	<i>20,000 SF</i>	<i>2 acres</i>	<i>2 acres</i>
<i>Proposed</i>	<i>1.25 acres</i>	<i>2.91 acres</i>	<i>6.80 acres</i>	<i>9.58 acres</i>

**Lot width along Highland Road*

*** Lot width along proposed private road*

- Section 5.23. Outlines the standards for a private road. A complete application is required and

includes the application; construction plans for the private road; private road easement; easement maintenance agreement; and proof of ownership. *The application includes the request for the private road.*

- Section 5.23.4. Outlines the construction plan requirements for a private road. Section 5.23.4.B.x. requires a proposed cross section drawing showing the type and depth of base and surface materials of the proposed private road. *The applicant has provided a cross section drawing of the private road.*
- Section 5.23.4.B.xi. Requires a proposed method of surface drainage and design calculations including storm water detention or retention systems or facilities. *The private access drive and storm water detention were approved under SP/SUP #17-016. The Township's Engineer has been reviewing these details since the private access drive is currently under construction. Additional review will occur upon submittal of the construction plans for the private road.*
- Section 5.23.4.B.xii. Requires proposed public and private utility locations. *The applicant has not provided this information. The private access drive is currently under construction.*
- Section 5.23.4.C. Requires a construction cost estimate. *The applicant has not provided this information for the portion of the private that has not been constructed.*
- Section 5.23.5. Outlines the minimum private road standards as follows:
 - A. A private road is to be constructed consistent with the public road requirements of the Livingston, except as otherwise permitted in this Section. *Confirmation by the Township's Engineer will occur with the review of the construction plans.*
 - B. Private roads shall conform to the minimum standards based upon the number of parcels to be served by the private road. The number of units or parcels shall be as determined by the Township, based upon the projected potential development within the context of the Township's adopted Comprehensive Plan or zoning regulations, whichever is greater. For a private road serving 3-12 parcels or lots, a gravel road is acceptable. Minimum easement width of 66 feet is required; minimum road surface width of 26 feet; and total width of 30 feet. The required cul-de-sac radius is 50 feet.

The applicant is proposing a 30-foot wide paved, private road with curb and gutter, with a paved road surface of 26 feet. The proposed cul-de-sac radius is 50 feet, which complies. The proposed private road will serve four (4) parcels. The cross section of the private road on the submitted plan complies with the minimum road surface material and design for a private road with 3 to 12 parcels. The Township's Engineer will review the construction plans for compliance with the required standards.

- C. Standards. All private roads shall comply with the geometric, design, construction, and other standards outlined in this section. *The Township's Engineer will review the construction plans for compliance with the required standards.*
- iii. Cul-de-sac circles & T-Turnarounds. A cul-de-sac circle is allowed to provide access to no more than four dwellings in total, inclusive of all dwellings accessed by driveways, shared driveways and easements. The Planning Commission may require a landscaped island in the center of the cul-de-sac circle. *The proposed private road/cul-de-sac provides access to 4 parcels. The Township's Engineer will review the construction plans for compliance with the required*

standards.

- D. Drainage. The private road easement shall include a drainage easement and design features that adequately drain the roadway to prevent flooding or erosion of the roadway and adjoining land. *The private access drive and storm water detention was approved under SP/SUP #17-016. The Township's Engineer will review the construction plans for compliance with the required standards.*
- E. Road Connections. All private roads shall be designed to form a safe and efficient road network. Accordingly, private roads should connect to existing public and private roads whenever feasible in the Township's sole determination. Private roads should also be designed to connect to planned or anticipated future public or private roads. Cul-de-sac roads longer than 600 feet should be avoided unless connection to a through road is likely in the future. Private roads longer than 600 feet shall provide one or more additional easements which shall extend from the primary private road easement to the adjoining parcels, unless the Township determines it would be impractical or not beneficial to connect to existing or future public or private roads on adjoining parcels. *The proposed private road connects to Highland Road which is under the jurisdiction of the Michigan Department of Transportation (MDOT). The entrance drive from Highland Road was previously approved as part of the Bella Vita project (SP/SUP #17-016) for the construction of the private access drive. No further approvals from MDOT are required for the private road.*

The proposed private road is approximately 1,000 feet in length and thus exceeds the maximum allowed length of 600 feet for a private road. Additionally, the plan does not provide connection to another road, existing or future road. See additional comments at the end of this section.

- F. Easements. A Private Road Easement Agreement in recordable form is required and shall be in substantial compliance with the Model Private Road Easement Agreement maintained by the Township. The following items are to be provided:
- i. Legal description of the private road easement. *The applicant has provided this information.*
 - ii. Emergency and public vehicle access. The easement shall provide for unrestricted access for emergency and public vehicles used in performance of necessary public services. *The applicant's draft form of the road and easement maintenance agreement provides language that meets this standard.*
 - iii. Non-Interference. The terms of the easement shall prohibit any property owner served by the shared driveway from the restricting or interfering with the normal ingress and egress of other property owners, their families, guests, invitees, licensees, or others traveling to or leaving any of the properties served by the shared driveway. *The applicant's draft form of the private road and easement maintenance agreement provides language that meets this standard.*
 - iv. Future Connections. The terms of the easement shall provide consent that the Township may permit future abutting private roads or public roads be connected to the easement or private road. *The applicant's draft form of the private road and easement maintenance agreement does not provide language for future connections.*
 - v. Initial Costs of construction. *The applicant has not provided an estimate.*
 - vi. Setback from existing structures. *The required front yard setback in CA-Conservation Agricultural zoning district is 50 feet from the 66-foot wide private road easement. The submitted plan indicates the Bella Vita building (in Parcel 3) is located approximately 40.2 feet, at its closest point, from the private road easement, as measured from the edge of the building to the 66-foot easement line of the private road. The required front yard*

setback in the CA zoning district is 50 feet, thus potentially making the existing building nonconforming.

G. Easement Maintenance Agreement. *The applicant has provided a draft form of a private road and easement maintenance agreement for the private road.*

With regard to the length of the private road, the approval procedures of Section 5.23 provide the Planning Commission and the Township Board the discretion to waive requirements for secondary public access and/or future secondary access and/or maximum cul-de-sac length if they are satisfied that meeting the intent of those requirements is impractical. In this case, the Planning Commission and Township Board would have to determine that a second point of public access to Highland Road is not practical, nor is providing an access easement to adjoining developable properties.

The Planning Commission's role is to review the proposed plan for the private road and consider compliance with the Ordinance standards, sound planning and engineering principles, and compliance with any other applicable ordinances. Based on their findings the Planning Commission shall make a recommendation to the Township Board to approve the application with conditions or deny the application for the proposed private road.

Other Requirements-Zoning Ordinance Standards

Nothing at this time.

Township Engineer's Review

The Township Engineering Consultant (Hubble Roth and Clark, HRC) recommends site plan approval subject to items being addressed in the letter dated May 19, 2020.

Hartland Deerfield Fire Authority Review

Please see the review letter from the Hartland Deerfield Fire Authority dated April 20, 2020. The Fire Authority recommends site plan approval subject to the contingencies noted in the review letter.

Hartland Township DPW Review

No comments at this time.

Attachments

1. Township Engineer (HRC) letter dated May 19, 2020 – *PDF version only*
2. Hartland Deerfield Fire Authority letter dated April 20, 2020 – *PDF version only*
3. Draft version of Bella Vita Road and Easement Maintenance Agreement – *PDF version only*
4. Site Plan dated May 28, 2020 – *PDF version only*

May 19, 2020

Hartland Township
2655 Clark Road
Hartland, MI 48353

Attn: Mr. Troy Langer, Planning Director

Re: Site Plan Review
Bella Vita – Private Road
Section 22, Hartland Township

HRC Job No. 20170765.20

Dear Mr. Langer:

As requested, this office has reviewed the proposed site plans for the above project as prepared by Triumph Engineering and Design. (dated March 5, 2020). The followings comments will need to be addressed:

1. The pavement thickness on the original design plans for the Bella Vita Senior Living Facility was 5 inches of asphalt. The proposed pavement thickness should match the original road design and construction.
2. Include a drainage area map showing the limits of the 9.33 acres tributary to the detention pond to verify that adequate volume is provided for the proposed improvements.

Subject to the above items being addressed in the construction plans, we have no objections to the approval of the proposed site plan. If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.


Michael P. Darga, P.E.

MPD/mpd

pc: Hartland Twp; M. Wyatt
HRC; R. Alix, M. Darga, File



HARTLAND DEERFIELD FIRE AUTHORITY
FIRE MARSHAL'S OFFICE

3205 Hartland Road
Hartland, MI. 48353-1825

Voice: (810) 632-7676

Fax: (810) 632-2176

E-Mail: jwhitbeck@hartlandareafire.com

April 20, 2020

TO: Hartland Township

RE: Bella Vita Private Drive
11579 Highland Road

Upon review and consideration for the Township Ordinance on preexisting-nonconformance, it will meet the fire departments accessibility needs with the following contingencies, which are generally met by inclusion in the deeds for the associated parcels/addresses and any subsequent maintenance agreement:

- Width to be established and continuously maintained at or beyond 20'
- Height to be established and continuously maintained at or above 13'6"
- Surface to be established/continuously support an axel weight of 33,000 lbs.
- Turning radius at the end to be 50', cut sheet attached in email

While not addressing any other Hartland Township Ordinance/Zoning requirements or actions of the Township, with these contingencies, the fire department recommends approval. Please contact us with any questions or changes to the application.

Yours in Fire Safety,

Jennifer Whitbeck
Fire Inspector

ROAD AND EASEMENT MAINTENANCE AGREEMENT AND DEED RESTRICTIONS

This Road and Easement Maintenance Agreement and Deed Restrictions ("Agreement") is made this ____ day of _____, 2020, by HSLG, LLC ("Grantor"), a Michigan limited liability company, whose address is 10751 S. Saginaw Street, Building A, Suite K, Grand Blanc, Michigan 48439.

Recitals:

- Whereas, Grantor is the title holder of certain real property in Hartland Township, Livingston County, Michigan, more particularly described in Exhibit A attached hereto and depicted on the attached drawing of Exhibit A as Parcels 1, 2, 3 and 4 (the "Property"); and
- Whereas, it is Grantor's desire to declare and establish a private road easement, for a roadway to be known as Bella Vita Court for access to the Property (the "Road"), an easement for public and private utilities, a perpetual maintenance agreement for the Road, and certain deed restrictions to be enforced upon the Property for the benefit of all future owners of the Property; and
- Whereas, every future owner of the Property by accepting a conveyance of an interest in the Property does so accepting the benefits and obligations of this Agreement and these Restrictions.

**IN CONSIDERATION OF THE RECITALS SET FORTH ABOVE, IT IS HEREBY
DECLARED AND AGREED AS FOLLOWS:**

Easement Declarations

1. Grantor grants, transfers, establishes and declares a **non-exclusive, perpetual easement** for ingress and egress, improved or unimproved, and for location of public and private utilities, over and across the Road (the road easement), for the benefit of the Property, said easement being more particularly described on Exhibit B attached hereto.
2. The easement shall run with the land and title, and shall be appurtenant thereto.
3. The owners of any and all of the Property using the Road shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and

egress and use by way of the other owners. Normal ingress and egress and use on the Road shall include use by customers, guests, invitees, vendors, tradesmen, delivery persons and others bound to or returning from any of the properties and having a need to use the road.

4. The Road, although private, is hereby established as an easement for the public for purposes of emergency and other public vehicles and for whatever public utility services are necessary.
5. The road easement is a private road easement, which is not required to be maintained by the Board of County Road Commissioners, or the Township of Hartland. No public funds of the Township of Hartland will be used to build, repair or maintain the easements. In addition, the Township of Hartland does not have any legal responsibility or financial obligation to (a) establish a special assessment district for the maintenance or improvement of the easements, or (b) to collect any monies for the maintenance or improvement of the easements.
6. Grantor and each owner of the Property agree to indemnify and save the Township of Hartland harmless from any causes of action or liability which may be created by reasons of the maintenance of the road easement. This indemnification provision shall apply only to the owners of the Property at the time an alleged cause of action arises.

Road Easement Maintenance

7. The owner or owners of any parcel or parcels of the Property ("Parcel Owner" or "Parcel Owners") whose parcel shares any border with the road easement shall be responsible for maintaining the road easement that is part of their parcel(s) up to the curb at the edge of the roadway.
8. Each Parcel Owner shall share in the cost of maintaining and/or improving the remainder of the road easement on a pro-rata basis. Each Parcel Owner's share of the cost shall be based upon the total acreage of the parcel(s) owned by a Parcel Owner as a percentage of the total acreage of all parcels of the Property and shall be subject to the conditions and definitions hereinafter set forth.
9. To the extent any of the herein described parcels of land are subdivided further, the Parcel Owners, heirs, assigns and successors in interest of both the newly created and the remainder of the original parcel shall be liable under this Agreement for their then pro rata share of expenses and such pro rata shares of expenses as of the date any applicable conveyance is recorded. Each Parcel Owner's pro-rata share of expenses shall also reflect the weight of their vote in any vote of the Parcel Owners. Accordingly, a Parcel Owner responsible for a 29% pro-rata share of expenses casting a vote on any issue shall be deemed to have voted 29 voting shares out of a total of 100 voting shares available.
10. The shared repairs and maintenance to be performed on a pro-rata basis under this Agreement shall be limited to the following, unless the consent for additional work is

agreed to by a 75% vote of the Parcel Owners owning 100% of the voting shares as described in paragraphs 8 and 9 above:

Reasonable and normal road improvement and maintenance work to adequately maintain said private road easement and related drainage facilities to permit all weather access. Repairs and maintenance under this Agreement shall include, but is not limited to, lawn/snow maintenance, filling of holes, repairing cracks, repairing and resurfacing of roads, repairing and maintaining drainage structures, removing debris, maintaining any signs, markers, landscaping and lighting, if any, and other work reasonably necessary or proper to repair and preserve the easement for all weather road purposes.

11. Any extraordinary repair required to correct damage to said road easement that results from action taken or contracted for by parties hereto or their successors in interest shall be paid for by the party taking action or party contracting for work which caused the necessity for the extraordinary repair. The repair shall be such as to restore the road easement to the condition existing prior to said damage.

12. It is agreed that Grantor is initially the agent to contract and oversee and do all acts as and when it deems necessary to accomplish the repairs and maintenance required and/or authorized under this Agreement. The parties further agree that the agent may at any time be replaced by a 75% vote of the Parcel Owners. The agent shall obtain three bids from reputable and responsible contractors and shall accept the lowest of said three bids and shall then initiate the work. In performing his duties, the agent, as he anticipates the need for funds, shall notify the parties and each party shall within forty-five (45) days pay the agent, who shall maintain a trustee account and also maintain accurate accounting records which are to be available for inspection by any party or authorized agent upon reasonable request. All such records shall be retained by the agent for a period of five years.

All Parcel Owners acknowledge that the electrical lines for all streetlights located in the road easement are tied into an existing panel on Parcel 3. To the extent that the owner of Parcel 3 pays for the electricity generated by those streetlights, the owner of Parcel 3 shall be credited the amount of \$100.00 per month against Parcel 3's prorata repair and maintenance cost to cover that charge. Should the amount be deemed insufficient at any time, the amount can be raised with the agreement of the majority vote of the Parcel Owners. Finally, so long as the streetlights are tied into an existing panel on Parcel 3, the agent has the authority to arrange for and perform repair and/or maintenance to those lines and to that panel and the owner of Parcel 3 grants permission and access to Parcel 3 for those purposes. To the extent that the Parcel Owners desire to remove the connection to the panel on Parcel 3 and set the streetlights on a panel elsewhere, the Owner of Parcel 3 grants such access and permission.

13. Within 45 days of the date of any invoice from Agent, should any Parcel Owner(s) fail to pay the pro rata share of costs and expenses as provided in this Agreement, then the agent or any Parcel Owner shall be entitled without further notice to institute legal action for the collection of funds advanced on behalf of such Parcel Owners in

accordance with the provisions of Michigan law, and shall be entitled to recover in such action in addition to the funds advanced, interest thereon at the current judiciary rate of interest, until paid, all costs and disbursements of such action, including such sum or sums as the Court may fix as and for a reasonable attorney's fees.

If any Parcel Owner or Owners fail to pay his or their prorated share of expenses then any agent, assignee, or other Parcel Owner can also file a lien on said delinquent Parcel Owner's property. The lien shall encumber the title and shall collect interest at a reasonable rate until paid or property is sold.

14. Any liability of the Parcel Owners for personal injury to any worker employed to make repairs or provide maintenance under this Agreement, or to third persons, as well as any liability of the Parcel Owners for damage to the Property, or any such worker, or of any third persons, as a result of or arising out of repairs and maintenance under this Agreement, shall be borne, as between the Parcel Owners in the same percentages as they bear the costs and expenses of such repairs and maintenance. Each Parcel Owner shall be responsible for and maintain his own insurance, if any. By this Agreement, the parties do not intend to provide for the sharing of liability with respect to personal injury or property damage other than that attributable to the repairs and maintenance undertaken under this Agreement. Each of the Parcel Owners agree to indemnify the others from any and all liability or injury to him or damages to his property when such injury or damage results from, arises out of, or is attributable to any maintenance or repairs undertaken pursuant to this Agreement.

Restrictions

15. All parcels of the Property shall be kept neat and free of debris. No parcel shall be used as a dumping ground and all rubbish, trash, garbage or otherwise, shall be kept in sanitary containers. All brush or other debris piles and accumulations on any parcel or parcels must be removed within thirty (30) days of its accumulation.
16. Exterior walls of any structure in the development shall be constructed of brick, stone, glass, wood, vinyl, dryvit, or other standard exterior siding material. Neither aluminum, except fascia soffits and pillars, nor asphalt siding will be allowed. Any outbuildings permitted to be erected on any parcel shall have the same exterior as the main building located on the same parcel.
17. The foregoing covenants shall run with the land and shall be deemed to be for the benefit of the land of each of the Parcel Owners and each and every person who shall at any time own all or any portion of the Property referred to herein.
18. It is understood and agreed that the covenants herein contained shall be binding on the heirs, executors, administrators, successors, and assigns of each of the Parcel Owners.
19. It is the purpose of the signatories hereto that this instrument be recorded in the property records of this County, and intend that the obligation hereby created shall be and constitute a covenant running with the land and any subsequent Purchaser

of all or any portion thereof, by acceptance of delivery of a deed and/or conveyance regarding of form, shall be deemed to have consented to and become bound by these presents, including without limitation, the right of any person entitled to enforce the terms of this Agreement to institute legal action as provided in paragraph 20 hereof, such remedy to be cumulative and in addition to other remedies provided in this Agreement and to all other remedies at law or in equity. The terms of this Agreement may be amended in writing upon majority approval of the Parcel Owners.

20. This Agreement shall be governed by the laws of the State of Michigan. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected.

21. Unless the Parcel Owners, by a 75% vote, agree to modify or terminate the agreements and restrictions contained herein and record an affidavit reflecting this vote and a statement reflecting the modifications or termination of this Agreement, the Owner of any Parcel may file an affidavit and record it within forty (40) years of the recording date of this Agreement (and subsequently within forty (40) years of the most recent affidavit recorded by a Parcel Owner to extend this Agreement, if any), against the Property to extend the agreements and restrictions contained in this Agreement.

IN WITNESS WHEREFORE, the parties have executed this Agreement on this ____ day of _____, 2020.

HSLG, LLC

By: _____
Chuck SeKrenes
Its: Managing Member

STATE OF MICHIGAN)
) ss.
COUNTY OF GENESEE)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2020, by Chuck SeKrenes, Member of HSLG, LLC.

_____, Notary Public
_____, County, Michigan
My Commission Expires:
Acting in Genesee County, Michigan

PREPARED BY AND WHEN RECORDED RETURN TO: Alan F. Himelhoch (P41665), WINEGARDEN, HALEY, LINDHOLM, TUCKER & HIMELHOCH, P.L.C., G-9460 S. Saginaw Street, Suite A, Grand Blanc, MI 48439; (810) 579-3600

Exhibit B

OVERALL TAX DESCRIPTION

SEC 22 T3N R6E COMM W1/4 COR SEC 22; TH ALG E-W 1/4 LN SEC 22 S88°17'15" E 2521.92 FT TO POB; TH CONT ALG SD LN S88°17'15" E 91.08 FT TO CEN OF SEC 22; TH ALG E-W 1/4 LN OF SEC 22 S88°44'10" E 458.04 FT; TH S01°00'12" W 1585.42 FT TO PT ON N LN OF M-59; TH 566.70 FT ALG CRV L CHD BEARS S86°15'39" W 566.60 FT RAD 7799.50 FT; TH N01°32'53" E 1635.55 FT TO POB CONT 20.54 AC M/L SUB TO ESMTS & ROW OF REC.

INGRESS/EGRESS EASEMENT DESCRIPTION

SEC 22 T3N R6E COMMENCING W 1/4 CORNER SEC 22; THENCE ALONG THE EAST-WEST 1/4 LINE OF SECTION 22 S88°17'15"E 251.92 FEET; THENCE S01°32'53"W 1635.55 TO THE NORTHERLY RIGHT-OF-WAY OF M-59; THENCE 280.62 FEET ALONG CURVE TO THE RIGHT WITH A RADIUS OF 7799.50 FEET AND CHORD BEARING N85°12'36"E 280.61 FEET; THENCE 47.59 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 52.00 FEET AND CHORD BEARING N27°43'27"E 45.95 FEET; THENCE 174.47 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 263.00 FEET AND CHORD BEARING N20°30'41"E 171.29 FEET; THENCE N39°30'59"E 155.41 FEET; THENCE ALONG A CURVE 132.42 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 197.00 FEET AND CHORD BEARING N20°15'35"E 129.94 FEET; THENCE N01°00'12"E 381.30 FEET; THENCE 58.83 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET AND A CHORD BEARING N32°42'22"W 55.50 FEET; THENCE 266.35 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 75.00 FEET AND CHORD BEARING N35°19'17"E 146.86 FEET; THENCE 38.35 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 50.00 FEET AND A CHORD BEARING S20°58'10"E 37.42 FEET; THENCE S01°00'12"W 514.07 FEET; THENCE 176.78 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 263.00 FEET AND CHORD BEARING S20°15'35"W 173.47 FEET; THENCE S39°30'59"E 155.41 FEET; THENCE 110.93 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 197.00 FEET AND CHORD BEARING S23°23'03"W 109.47 FEET; THENCE 61.69 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 52.00 FEET AND CHORD BEARING S26°44'07"E 58.14 FEET RETURNING TO THE NORTHERLY RIGHT-OF-WAY OF M-59; THENCE 115.21 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 7799.50 FEET AND CHORD BEARING S86°39'50"W 115.21 FEET RETURNING TO THE POINT OF BEGINNING.

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert West, Director of Public Works

Subject: Fire Station 61 Replacement Roof

Date: June 10, 2020

Recommended Action

Approve the proposed contract with Ferguson Roofing Inc., for the replacement roof as presented in an amount \$47,400.00 plus a 5% contingency for a total amount not to exceed \$49,770.00.

Discussion

The Fire Station 61 roof has been repaired for several consecutive years due to being in a state of despair. Public works has historically recommended replacing the roof in many prior budget submittals, yet financial constraints have resulted in removing the project in final budget proposals.

Public Works has multiple quotes over the past three years, resulting in a delta of 18% between the prior proposals and the current low proposal. 2020 has proven less than fruitful in obtaining accurate quotes as six roofing contractors were contacted regarding the current need for the Station 61 replacement roof.

The sole repeat responsive contractor from prior years remains the lowest priced quote in the amount of \$47,400. Public Works is recommending approval of the proposed contract with Ferguson Roofing Inc. as presented with a 5% contingency to be distributed as needed by the Public Works Director. The proposal requires a 50% deposit for materials due to the scope of the project.

Financial Impact

Is a Budget Amendment Required? ☒ Yes ☐ No

The facility located at 3205 Hartland Road is a Township owned asset and the replacement roof will be funded from the Township Fire Fund balance rather than the Fire Authority Operating Fund.

The budget amendment will transfer the funds required for the project from the Fire Fund balance to the 206-000-970.003 (fire fund capital outlay) general ledger line

Attachments

Ferguson Roofing Contract 2020.pdf

Roofing Proposal.pdf

VENDOR NAME: Ferguson Roofing Inc.

HARTLAND TOWNSHIP
CONTRACT FOR SERVICES

Date through Date: June 10, 2020 – November 10, 2020

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".

HARTLAND TOWNSHIP Township Representative: Robert M. West 2655 Clark Road Hartland, MI 48353 810-632-7498 (herein, the "Township")	Ferguson Roofing Inc. Contact Person: Vance Ferguson 2015 Moorlands View Howell, MI 48855 (517) 545-3362 (herein the "Contractor")
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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 – Replace and repair as necessary the entire roof of the Hartland Township facility located at 2305 Hartland Road As outlined in the proposal at a cost not to exceed \$47,400.00.

§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 \$47,400 in accordance with the referenced proposal.

VENDOR NAME: Ferguson Roofing Inc.

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: Ferguson Roofing Inc.

- 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: Ferguson Roofing Inc.

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 daily to remove debris from that day's Work.

VENDOR NAME: Ferguson Roofing Inc.

- 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 be 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.

VENDOR NAME: Ferguson Roofing Inc.

- 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: Ferguson Roofing Inc.

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: Ferguson Roofing Inc.

EXHIBIT A

SCOPE OF WORK / PROPOSAL

FERGUSON ROOFING INC

2015 Moorlands View, Howell, MI 48855

(517) 545-3362 Office

(810) 908-2231 Mobile

May 26, 2020

To Hartland Township Fire Hall

Proposed work to be performed at 3205 Hartland Rd, Hartland, MI 48353.

- *Tear-off existing roof
- * Replace any rotten or damaged roof decking (½" CDX or OSB), 3 sheet allowance, after that each additional sheet is \$48.00 per sheet installed.
- *Install new 1 ½" faced drip edge along all eaves and rakes (color: customer choice)
- *Install six feet of Weather Watch ice and water shield on all eaves (2 rows)
- *Install Weather Watch ice and water shield in all valley areas
- *Install 90 lb. rolled roofing in all valley areas
- *Install GAF Felt Buster full synthetic underlayment to the entire remaining roof deck
- *Install GAF Pro-Start starter shingles along eaves and rakes
- *Install Liberty nail base
- *Install 10 squares of Liberty SA cap sheet
- *Install approximately 150 squares of GAF Timberline HDZ lifetime warranty shingles (high wind nail pattern)
- *Install new aluminum-based pipe flashings
- *Install bat screening on ridge openings
- *Install GAF Snow Country Advanced ridge vent system
- *Install GAF Seal-A-Ridge hip and ridge cap
- *Install new step-flashings at walls and chimney
- *Install new counter flashings along walls and chimney
- *Clean up and debris removal included
- *Job includes GAF factory Silver warranty (40-years / 20 non-prorated on material and 10 years on all flashings & workmanship)

Material and Labor Total for Hartland Township Fire Hall: \$47,400.00

We the undersigned agree to the following terms.

X _____
*Terms: 50% of total due at booking and the remaining balance due upon completion of the job.

Sincerely,

Vance Ferguson
Ferguson Roofing Inc

(Builders License #2102201023)

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Susan Dryden-Hogan, Finance Director

Subject: Manager Recruitment Budget Amendment (\$14,000)

Date: June 11, 2020

Recommended Action

Move to approve the budget amendment for manager recruitment services as presented.

Discussion

The Board has decided to conduct its search for the next Township manager utilizing a recruitment firm. The Board reviewed three firms, of which Walsh Recruitment was selected. This firm is active in Michigan and has received high ratings in reviews.

As the recruitment process plays out, the firm will identify excellent candidates to be interviewed by the Board.

Financial Impact

Is a Budget Amendment Required? ☒ Yes ☐ No

The recruitment process is likely to take a couple of months. With that expectation in place, funds will be reallocated within the manager's department budget to cover the cost of recruitment. Funds will be moved from Manager Salary to Contracted Services. There will be no net increase to the budget at this time.

Manager Salary #101-172-702.000; (\$14,000)

Contracted Services #101-172-801.000; \$14,000

Attachments

None

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Susan Dryden-Hogan, Finance Director

Subject: Fire Millage Discussion

Date: June 11, 2020

Recommended Action

For discussion purposes only.

Discussion

The Fire Millage committee, including Chief Carroll will be in attendance to discuss their recommendation to the Board for the Fire Millage request to be placed on the November 2020 ballot.

Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

Attachments

Information will be sent out under separate cover.

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert West, Director of Public Works

Subject: Township Hall Reopening Plan

Date: June 10, 2020

Recommended Action

No action required this time. The intent is for the Public Works Director to present the Township Hall reopening outline for discussion.

Attachments

Hartland Township Reopening Safety Plan.pdf



Hartland Township Reopening Safety Plan

June 3, 2020

The Hartland Township internal Safety Committee collaborated thoughts and processes related to the reopening of the Hartland Township Hall. The reopening will be launched through multiple phases while sustaining compliance with the Michigan Governors Orders. The Phases set forth in this plan are intended to maximize employee safety while sustaining appropriate levels of public service to the community.

Township Hall is currently available as a resource for employees to use as needed contingent upon the Michigan Governor's Executive Order 2020-97 indicates all work in offices must adhere to the following:

- *Assign dedicated entry point(s) for all employees to reduce congestion at the main entrance.*
- *Provide visual indicators of appropriate spacing for employees outside the building in case of congestion.*
- *Take steps to reduce entry congestion and to ensure the effectiveness of screening (e.g., by staggering start times, adopting a rotational schedule in only half of employees are in the office at a particular time).*
- *Require face coverings in shared spaces, including during in-person meetings and in restrooms and hallways when social distancing cannot be sustained.*
- *Increase distancing between employees by spreading out workspaces, staggering workspace usage, restricting non-essential common space (e.g., cafeterias), providing visual cues to guide movement and activity (e.g., restricting elevator capacity with markings, locking conference rooms).*
- *Turn off water fountains.*
- *Prohibit social gatherings and meetings that do not allow for social distancing or that create unnecessary movement through the office.*
- *Provide disinfecting supplies and require employees wipe down their work stations at least twice daily.*
- *Post signs about the importance of personal hygiene.*
- *Disinfect high-touch surfaces in offices (e.g., whiteboard markers, restrooms, handles) and minimize shared items when possible (e.g., pens, remotes, whiteboards).*
- *Institute cleaning and communications protocols when employees are sent home with symptoms.*
- *Notify employees if the employer learns that an individual (including a customer, supplier, or visitor) with a confirmed case of COVID-19 has visited the office.*
- *Suspend all nonessential visitors.*
- *Restrict all non-essential travel, including in-person conference events.*

Hartland Township remains committed to honoring the Executive Order and the safety of the Township employees. Compliance of the Executive Order is independent of the forthcoming phased Township Hall opening, and Township administration continues to monitor the situation.

The Township administration reserves the right to extend safety measures beyond that of the Executive Order and Center for Disease Control (CDC) as deemed necessary by administration.

The reopening of the Township Hall will occur in multiple phases. Staff is encouraged to provide feedback regarding conditions, and furthermore expected to alert his/her supervisor regarding any potential risks associated with changes in personal health and/or facility conditions. The following phases are intended to act as guidance towards projected conditions. The Township administration reserves the right to make changes to the phases as deemed in the best interest of the organization.

Phase I – Target Date June 17, 2020

Building - The Township Hall keycard system will be programmed to permit a limited number of access points into the facility. The main access point has been recommended to be the former Sheriff's office due to the dedicated exterior door and minimized square footage. In the event contamination is discovered, this office provides the most effective means for disinfection. Floor markings and safety notices will be posted as outlined in the Executive Order. Cubicles will be restructured to meet safer social distancing practices. Additionally, Public Works will be implementing the installation of the counter shields, social distancing notices and possible temporary floor markings as needed. Personal protective equipment will be provided for staff. Facility cleaning frequency will be adjusted as necessary to minimize potential risks. All efforts will be intended to sustain Executive Order compliance.

Staff – Staff shall be permitted to report to Township Hall as deemed necessary by each Department Director contingent upon adhering to the Executive Order. Staff will be encouraged to work remotely when feasible. A predetermined self-check-in procedure will be required for all employees each day prior to entering the facility. The expectation is staff will self-certify health through a contactless thermometer and brief health questionnaire. Further actions may be required contingent upon future Executive Orders. All staff will be provided formal instructions regarding the self-check procedures. Staff working hours will be staggered and/or flexed per Department Directors to minimize entry congestion. Staff will be encouraged to use appropriate discernment regarding face masks as a courtesy to other employees on a case by case basis. Face masks are required if social distancing cannot be sustained in areas designed for continued occupancy.

Public – Generally, the facility will remain closed to the public. Contractors providing Township services are permitted with prior notice. All contractors are required to follow CDC recommended practices while on Township property.

Phase II – Target Date June 22, 2020

Building - The Township Hall keycard system will continue to be programmed to permit a limited number of access points into the facility. The main access point will remain the same location as set determined in Phase I. Public Works will be conducting daily inspections to ensure safety measures remain in compliance. Facility cleaning frequency will continue to be adjusted as necessary to minimize potential risks. All efforts will be intended to sustain Executive Order compliance.

Staff – Staff is expected to report to Township Hall on a daily basis. Staff will be permitted to work remotely only upon prior approval of his/her direct supervisor. The expectation is all employees and departments are represented within Township Hall during normal operating hours. The self-check-in procedure outlined in Phase I will continue to be required for all employees each day prior to entering the facility. Further actions may be required contingent upon future Executive Orders. The Phase I face mask guidelines will remain in place. Staff working hours will continue to be staggered and/or flexed per Department Directors to minimize entry congestion.

Public – The Public may be permitted into Township Hall by appointment only. The vestibule will be unlocked during normal business hours for the public. A two-way intercom system will be installed to permit communication with Township Hall patrons entering the vestibule. If the patron has a prescheduled appointment with Township Staff member, said member is to meet with in the Township Hall large conference room only. If the patron does not have an appointment, contact information can be provided via two-way intercom to assist in setting appointment. This practice is intended to prohibit public entry (by appointment) beyond a predetermined boundary in the Township Hall lobby. Staff and patron(s) entering the lobby for appointments must adhere to the CDC recommendations and best practices. Upon conclusion of any meeting within the large conference room, staff will disinfect the high probable contact surfaces. Additionally, all contractors providing repairs, maintenance or improvements to the Township Hall facility are required to follow CDC recommended practices while on Township property.

Phase III – Target Date July 6, 2020

Building - The Township Hall keycard system will expand to include additional entry points to be used for repeated entry throughout the day. Staff will be required to use the dedicated entry point identified in Phase I for the initial entry of the day. Other permitted points of entry may be used for subsequent entries within the same day only.

Staff – Staff will be required to report to Township Hall on normal work week schedule. The self-check-in procedure outlined in Phase I will continue to be required for all employees each day prior to entering the facility. Staff working hours may continue to be staggered and/or flexed per Department Directors to minimize entry congestion. The expectation continues to be all employees and departments are represented within Township Hall during operating hours.

Public – The Public will continue to be permitted into Township Hall by appointment only. The vestibule will continue to be unlocked during normal business hours for the public. The two-way intercom system will continue to be used. If the patron has a prescheduled appointment with Township Staff member, said member is to meet with in the Township Hall large conference room only. If the patron does not have an appointment, Directors may, at their discretion, communicate with patrons via two-way intercom. This Phase will continue to prohibit public entry (by appointment) beyond a predetermined boundary in the Township Hall lobby. Staff and patron(s) entering the lobby for appointments must continue to adhere to the CDC recommendations and best practices. Upon conclusion of any meeting within the large conference room, staff will disinfect the high probable contact surfaces.

Additionally, all contractors providing repairs, maintenance or improvements to the Township Hall facility are required to follow CDC recommended practices while on Township property.

Phase IV – Target Date July 13, 2020

The intent of the final phase of the Township Hall reopening resumes normal operating procedures and is open to the public while following CDC guidelines. Counter screens, floor markings, and PPE will remain in place. The physical safety features will most likely remain in place. Further discussion will be required to develop less restrictive action plans once it is determined in the best interest of the staff and patrons to resume full operations. Any and all questions, comments or concerns regarding the guidance in this outline can be directed to your immediate supervisor.

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Andrew Kumar, Project Coordinator

Subject: To review the written legal opinion of the Township Attorney, subject to attorney-client privilege

Date: June 11, 2020

Recommended Action

Motion to adjourn to closed session to review the written legal opinion of the Township Attorney, subject to attorney-client privilege.

Discussion

The written legal opinion of the Township Attorney has been forwarded to the Board under separate cover.

Attachments

None