



Board of Trustees

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

Board of Trustees Regular Meeting Agenda Hartland Township Hall Tuesday, June 15, 2021 7:00 PM

1. Call to Order
 2. Pledge of Allegiance
 3. Roll Call
 4. Approval of the Agenda
 5. Call to the Public
 6. Approval of the Consent Agenda
 - [a.](#) Approve Payment of Bills
 - [b.](#) Approve Post Audit of Disbursements Between Board Meetings
 - [c.](#) 05-18-2021 Hartland Township Board Regular Meeting Minutes
 - [d.](#) 05-26-2021 Hartland Township Board Special Meeting Minutes
 - [e.](#) 05-26-2021 Hartland Township Board Closed Session Meeting Minutes
 7. Pending & New Business
 - [a.](#) Site Plan Application #21-004 (Amendment to Hartland Marketplace Planned Development)
 - [b.](#) Sanitary Sewer Refunding Bonds, Series 2021
 8. Board Reports
- [BRIEF RECESS]
9. Information / Discussion
 - a. Manager's Report
 - [b.](#) Park Rules and Regulations
 - [c.](#) Fenton Road / M-59 Intersection
 10. Adjournment

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Susan Case, Finance Clerk

Subject: Approve Payment of Bills

Date: June 8, 2021

Recommended Action

Move to approve the bills as presented for payment.

Discussion

Bills presented total \$457,356.97. The bills are available in the Finance office for review.

Notable invoices include:

\$24,077.92 – Chloride Solutions, LLC – (May 2021 Dust Control)

\$174,987.62 – ETNA Supply Company – (Sensus Flexnet System, meters & supplies)

\$42,771.41 – Hartland Township General Fund – (1st FQ 2021 Salary Allocations, May 2021 Mobile Home Tax Disbursements)

\$170,788.05 – Livingston County Drain Commission – (May 2021 Sewer System O&M)

Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

All expenses are covered under the adopted FY22 budget.

Attachments

Bills for 06.15.2021

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INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP
EXP CHECK RUN DATES 06/15/2021 - 06/15/2021
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ACROBAT	ADOBE ACROBAT PRO SUBS	05/06/2021	050621	FOA		
45153		06/15/2021		N		15.89
05/06/2021	,	/ /	0.0000	N		0.00
		06/15/2021		N		15.89

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-740.000	OPERATING SUPPLIES	15.89

VENDOR TOTAL: 15.89

ALLSTAR	ALLSTAR ALARM LLC	06/01/2021	311632	FOA	7/1/21 - 9/30/21 MONITORING AT HERO	
45128	8345 MAIN STREET	06/15/2021		N		150.00
06/01/2021	WHITMORE LAKE MI, 48189	/ /	0.0000	N		0.00
		06/15/2021		Y		150.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-801.000	CONTRACTED SERVICES	150.00

VENDOR TOTAL: 150.00

AMAZON.COM	AMAZON.COM	04/27/2021	113-4890102-2279	FOA	PUSH MOWER LIFT JACK	
45150		06/15/2021		N		439.98
04/27/2021	,	/ /	0.0000	N		0.00
		06/15/2021		N		439.98

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-740.000	OPERATING SUPPLIES	439.98

VENDOR TOTAL: 439.98

AWWA	AMERICAN WATER WORKS ASSOCIATION	06/02/2021	7001881596	FOA	4/1/21 - 3/31/22	
45160	PO BOX 972997	06/15/2021		N		361.00
06/02/2021	DALLAS TX, 75397	/ /	0.0000	N		0.00
		06/15/2021		N		361.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-804.000	MEMBERSHIP & DUES	361.00

VENDOR TOTAL: 361.00

APPLIED	APPLIED IMAGING	05/17/2021	1741163	FOA	4/23/21 - 5/22/21 - RICOH MP6055SP	
45079	7718 SOLUTION CENTER	06/15/2021		N		25.72
05/17/2021	CHICAGO IL, 60677-7007	/ /	0.0000	N		0.00
		06/15/2021		N		25.72

Open

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		Due Date		1099		

GL NUMBER	DESCRIPTION	AMOUNT
101-299-930.000	REPAIRS & MAINTENANCE	25.72

VENDOR TOTAL: 25.72

CHLORIDESO	CHLORIDE SOLUTIONS, LLC	05/15/2021	805	FOA	MAY 2021 DUST CONTROL	
45136	672 NORTH M-52	06/15/2021		N		16,494.26
05/15/2021	WEBBERVILLE MI, 48892	/ /	0.0000	N		0.00
		06/15/2021		Y		16,494.26

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-463-969.002	ROAD CHLORIDE	16,494.26

CHLORIDESO	CHLORIDE SOLUTIONS, LLC	05/22/2021	813	FOA	MAY 2021 DUST CONTROL	
45137	672 NORTH M-52	06/15/2021		N		7,583.66
05/22/2021	WEBBERVILLE MI, 48892	/ /	0.0000	N		0.00
		06/15/2021		Y		7,583.66

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-463-969.002	ROAD CHLORIDE	7,583.66

VENDOR TOTAL: 24,077.92

CINTAS	CINTAS CORPORATION	05/14/2021	4084344234	FOA	MATS	
45185	P.O. BOX 630910	06/15/2021		N		54.11
05/14/2021	CINCINNATI OH, 45263	/ /	0.0000	N		0.00
		06/15/2021		N		54.11

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-801.000	CONTRACTED SERVICES	54.11

CINTAS	CINTAS CORPORATION	05/28/2021	4085630772	FOA	MATS	
45184	P.O. BOX 630910	06/15/2021		N		43.56
05/28/2021	CINCINNATI OH, 45263	/ /	0.0000	N		0.00
		06/15/2021		N		43.56

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-801.000	CONTRACTED SERVICES	43.56

VENDOR TOTAL: 97.67

CIOFU	CIOFU, LARRY N	05/25/2021	052521	FOA	REIMBURSEMENT FOR 2021-2022 LCMC ASS	
45124	1340 WINDMILL LANE	06/15/2021		N		20.00
05/25/2021	MILFORD MI, 48380	/ /	0.0000	N		0.00
		06/15/2021		N		20.00

Open

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GL NUMBER	DESCRIPTION	AMOUNT
101-215-804.000	MEMBERSHIP & DUES	20.00

VENDOR TOTAL: 20.00

CISCO	CISCO SYSTEMS, INC	05/03/2021	161-00248654	FOA	5/3/21 - 6/2/21 WEBEX	
45146		06/15/2021		N		15.85
05/03/2021	,	/ /	0.0000	N		0.00
		06/15/2021		N		15.85

Open

GL NUMBER	DESCRIPTION	AMOUNT
577-000-946.000	PEG SERVER & SOFTWARE RENTAL	15.85

VENDOR TOTAL: 15.85

COMCAST	COMCAST	05/03/2021	050321	FOA	4/22/21 - 5/21/21 PHONE/INTERNET AT	
45140	P.O. BOX 70219	06/15/2021		N		205.05
05/03/2021	PHILADELPHIA PA, 19176-0219	/ /	0.0000	N		0.00
		06/15/2021		N		205.05

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-851.000	TELEPHONE	138.26
536-000-805.000	INTERNET	66.79
		205.05

COMCAST	COMCAST	05/06/2021	050621	FOA	4/27/21 - 5/26/21 INTERNET/CABLE AT	
45141	P.O. BOX 70219	06/15/2021		N		295.90
05/06/2021	PHILADELPHIA PA, 19176-0219	/ /	0.0000	N		0.00
		06/15/2021		N		295.90

Open

GL NUMBER	DESCRIPTION	AMOUNT
577-000-805.000	INTERNET	178.35
577-000-806.000	CABLE TV FEES	117.55
		295.90

COMCAST	COMCAST	05/01/2021	122340804	FOA	4/12/21 - 5/31/21	
45049	P.O. BOX 70219	06/15/2021		N		1,650.54
05/01/2021	PHILADELPHIA PA, 19176-0219	/ /	0.0000	N		0.00
		06/15/2021		N		1,650.54

Open

GL NUMBER	DESCRIPTION	AMOUNT
577-000-805.000	INTERNET	1,650.54

VENDOR TOTAL: 2,151.49

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CONSUMER	CONSUMERS ENERGY	05/31/2021	201184906487	FOA	MAY 2021 - LED LIGHT	
45163	PO BOX 740309	06/15/2021		N		47.47
05/31/2021	CINCINNATI OH, 45274-0309	/ /	0.0000	N		0.00
		06/15/2021		N		47.47

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-448-921.000	STREET LIGHTS	47.47

CONSUMER	CONSUMERS ENERGY	06/01/2021	203231662916	FOA	JUNE 2021 - PARSHALLVILLE SIRON	
45174	PO BOX 740309	06/15/2021		N		44.49
05/31/2021	CINCINNATI OH, 45274-0309	/ /	0.0000	N		0.00
		06/15/2021		N		44.49

Open

GL NUMBER	DESCRIPTION	AMOUNT
206-000-920.002	UTILITIES - ELECTRIC	44.49

CONSUMER	CONSUMERS ENERGY	05/31/2021	206346131223	FOA	MAY 2021 - STREET LIGHTS	
45164	PO BOX 740309	06/15/2021		N		137.40
05/31/2021	CINCINNATI OH, 45274-0309	/ /	0.0000	N		0.00
		06/15/2021		N		137.40

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-448-921.000	STREET LIGHTS	137.40

VENDOR TOTAL: 229.36

D&G	D & G EQUIPMENT, INC.	04/27/2021	1079787	FOA	BELT	
44995	3915 TRACTOR DRIVE	06/15/2021		N		229.60
04/27/2021	HOWELL MI, 48855	/ /	0.0000	N		0.00
		06/15/2021		Y		229.60

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-802.000	LAWN/SNOW MAINTENANCE	229.60

VENDOR TOTAL: 229.60

DOUGIES	DOUGIE'S DISPOSAL & RECYCLING	05/24/2021	85567	FOA	CLEAN-UP DAY - 5 GARBAGE TRUCKS & 10	
45121	PO BOX 241	06/15/2021		N		6,510.00
05/24/2021	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		06/15/2021		Y		6,510.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-801.000	CONTRACTED SERVICES	6,500.00
101-751-801.000	CONTRACTED SERVICES	10.00

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6,510.00

DOUGIES	DOUGIE'S DISPOSAL & RECYCLING	06/01/2021	85775	FOA	JUNE 2021 TRASH PICKUP AT PARKS	
45126	PO BOX 241	06/15/2021		N		300.00
06/01/2021	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		06/15/2021		Y		300.00

Open

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

VENDOR TOTAL: 6,810.00

0070	DTE ENERGY	05/04/2021	922090901-05/202	FOA	MAY 2021 - SETTLERS PARK PAVILION	
45173	P.O BOX 740786	06/15/2021		N		69.30
	CINCINNATI					
06/02/2021	OH, 45274-0786	/ /	0.0000	N		0.00
		06/15/2021		N		69.30

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-920.002	UTILITIES - ELECTRIC	69.30

VENDOR TOTAL: 69.30

0071	DTE ENERGY-STREET LIGHTS	05/31/2021	200372834481	FOA	MAY 2021 STREETLIGHTS INCL MILLPOINT	
45175		06/15/2021		N		1,292.36
	P.O. BOX 630795					
05/31/2021	CINCINNATI OH, 45263-0795	/ /	0.0000	N		0.00
		06/15/2021		N		1,292.36

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-448-921.000	STREET LIGHTS	1,025.72
101-000-282.001	MILLPOINTE STREETLIGHTS DEPOSIT	244.35
101-000-282.002	FIDDLAR GROVE STREETLIGHT DEPOSIT	22.29
		1,292.36

VENDOR TOTAL: 1,292.36

EGLE DW	EGLE DW TRAIN & CERT	05/10/2021	051021	FOA	DRINKING WATER OPERATOR EXAMS	
45156		06/15/2021		N		280.00
05/10/2021	,	/ /	0.0000	N		0.00
		06/15/2021		N		280.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-957.000	EDUCATION/TRAINING/CONVENTION	280.00

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			Due Date		1099		

VENDOR TOTAL: 280.00

ETNA	ETNA SUPPLY COMPANY	05/20/2021	S103808603.001	FOA	SENSUS RNI SAAS SETUP FEE	
45112	P.O. BOX 772107	06/15/2021		N		6,365.00
12/29/2020	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		06/15/2021		N		6,365.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
539-000-140.000	WATER SYSTEM	6,365.00

ETNA	ETNA SUPPLY COMPANY	05/20/2021	S103808607.001	FOA	SENSUS BASE STATION WALL MOUNT	
45111	P.O. BOX 772107	06/15/2021		N		40,000.00
01/14/2021	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		06/15/2021		N		40,000.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
539-000-140.000	WATER SYSTEM	40,000.00

ETNA	ETNA SUPPLY COMPANY	05/20/2021	S103808680.001	FOA	SMARTPOINT SENSUS MODEL METER TRANSC	
45109	P.O. BOX 772107	06/15/2021		N		90,000.00
12/23/2020	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		06/15/2021		N		90,000.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-741.000	METER COSTS	90,000.00

ETNA	ETNA SUPPLY COMPANY	05/20/2021	S103855669.001	FOA	SENSUS FLEXNET COMMAND LINK/TRIMBLE	
45110	P.O. BOX 772107	06/15/2021		N		2,035.00
01/13/2021	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		06/15/2021		N		2,035.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
539-000-140.000	WATER SYSTEM	2,035.00

ETNA	ETNA SUPPLY COMPANY	06/03/2021	S104004265.001	FOA	2" OMNI METERS	
45165	P.O. BOX 772107	06/15/2021		N		1,065.00
06/03/2021	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		06/15/2021		N		1,065.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-741.000	METER COSTS	1,065.00

ETNA	ETNA SUPPLY COMPANY	05/16/2021	S104027937.001	FOA	PROJECT MOBILIZATION/SMART POINT INS	
45108	P.O. BOX 772107	06/15/2021		N		30,340.00
05/16/2021	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		06/15/2021		N		30,340.00

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			Due Date		1099		

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-741.000	METER COSTS	30,340.00
ETNA	ETNA SUPPLY COMPANY	05/17/2021 S104032060.001 FOA IPERL METERS
45080	P.O. BOX 772107	06/15/2021 N 1,410.00
05/17/2021	DETROIT MI, 48277-2107	/ / 0.0000 N 0.00
		06/15/2021 N 1,410.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-741.000	METER COSTS	1,410.00
ETNA	ETNA SUPPLY COMPANY	05/19/2021 S104032060.002 FOA 1" IPERL METERS
45104	P.O. BOX 772107	06/15/2021 N 235.00
05/19/2021	DETROIT MI, 48277-2107	/ / 0.0000 N 0.00
		06/15/2021 N 235.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-741.000	METER COSTS	235.00
ETNA	ETNA SUPPLY COMPANY	05/21/2021 S104039700.001 FOA METER FLAG SETS
45116	P.O. BOX 772107	06/15/2021 N 375.00
05/21/2021	DETROIT MI, 48277-2107	/ / 0.0000 N 0.00
		06/15/2021 N 375.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-741.000	METER COSTS	375.00
ETNA	ETNA SUPPLY COMPANY	05/27/2021 S104050180.001 FOA 1" IPERL METERS
45131	P.O. BOX 772107	06/15/2021 N 2,862.62
05/27/2021	DETROIT MI, 48277-2107	/ / 0.0000 N 0.00
		06/15/2021 N 2,862.62

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-741.000	METER COSTS	2,862.62
ETNA	ETNA SUPPLY COMPANY	06/04/2021 S104059019.001 FOA WIRE
45166	P.O. BOX 772107	06/15/2021 N 300.00
06/04/2021	DETROIT MI, 48277-2107	/ / 0.0000 N 0.00
		06/15/2021 N 300.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-741.000	METER COSTS	300.00

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		Due Date		1099		

VENDOR TOTAL: 174,987.62

EXXON	EXXON MOBIL	05/13/2021	051321	FOA	CHAMBER OF COMMERCE MEETING	
45162		06/15/2021		N		13.98
05/13/2021	,	/ /	0.0000	N		0.00
		06/15/2021		N		13.98

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-172-957.000	EDUCATION/TRAINING/CONVENTION	13.98

VENDOR TOTAL: 13.98

FIRSTCLASS	FIRST CLASS TIRE SHREDDERS	05/24/2021	87040	FOA	LARGE ITEM CLEAN UP DAY	
45181	7302 W VIENNA RD	06/15/2021		N		2,029.30
05/24/2021	CLIO MI, 48420	/ /	0.0000	N		0.00
		06/15/2021		N		2,029.30

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-801.000	CONTRACTED SERVICES	2,029.30

FIRSTCLASS	FIRST CLASS TIRE SHREDDERS	05/25/2021	87041	FOA	LARGE ITEM CLEAN UP DAY	
45182	7302 W VIENNA RD	06/15/2021		N		1,694.00
05/25/2021	CLIO MI, 48420	/ /	0.0000	N		0.00
		06/15/2021		N		1,694.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-801.000	CONTRACTED SERVICES	1,694.00

FIRSTCLASS	FIRST CLASS TIRE SHREDDERS	05/26/2021	87045	FOA	LARGE ITEM CLEAN UP DAY	
45183	7302 W VIENNA RD	06/15/2021		N		699.00
05/26/2021	CLIO MI, 48420	/ /	0.0000	N		0.00
		06/15/2021		N		699.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-801.000	CONTRACTED SERVICES	699.00

VENDOR TOTAL: 4,422.30

5888	FOSTER, SWIFT, COLLINS & SMITH	04/30/2021	809587	FOA	APRIL 2021	
45102	313 S. WASHINGTON SQUARE	06/15/2021		N		922.50
05/26/2021	LANSING MI, 48933-2193	/ /	0.0000	N		0.00
		06/15/2021		Y		922.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-209-826.000	LEGAL FEES	247.50
590-000-826.000	LEGAL FEES	135.00

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		Disc. Date	Disc. %	Sep CK	
		Due Date		1099	

590-595-826.000	LEGAL FEES			450.00	
101-400-826.000	LEGAL FEES			90.00	
				<u>922.50</u>	

VENDOR TOTAL: 922.50

MARKETEER	GEORGE MOSES CO	06/01/2021	060121	FOA	JUNE 2021	
45134	P.O. BOX 686	06/15/2021		N		165.00
06/01/2021	BRIGHTON MI, 48116	/ /	0.0000	N		0.00
		06/15/2021		N		165.00

Open

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

VENDOR TOTAL: 165.00

GODADDY	GO DADDY	05/11/2021	1868262589	FOA	HARTLANDWATER.COM	
45154		06/15/2021		N		24.99
05/11/2021	,	/ /	0.0000	N		0.00
		06/15/2021		N		24.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-900.000	PRINTING & PUBLICATIONS	24.99

VENDOR TOTAL: 24.99

HAYAA-F	HARTLAND AREA YOUTH ATHLETIC ASSOC	06/01/2021	061521	FOA	JUNE 2021 - PMT PER AGREEMENT	
44786	HAYAA - FOOTBALL	06/15/2021		N		375.20
	P.O. BOX 359					
06/01/2021	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		06/15/2021		N		375.20

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	375.20

VENDOR TOTAL: 375.20

HAYAA-B	HARTLAND AREA YOUTH ATHLETIC ASSOC.	06/01/2021	061521	FOA	PAYMENT DUE 6/15/21 PER AGREEMENT	
44203	HAYAA - BASEBALL	06/15/2021		N		1,285.72
	P.O. BOX 110					
06/01/2021	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		06/15/2021		N		1,285.72

Open

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

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

VENDOR TOTAL: 1,285.72

HCSA	HARTLAND COMMUNITY SOCCER ASSN	06/01/2021	061521	FOA	JUNE 2021 - PMT PER AGREEMENT	
44772	HARTLAND COMMUNITY EDUCATION	06/15/2021		N		788.60
	9525 HIGHLAND RD					
06/01/2021	HOWELL MI, 48843	/ /	0.0000	N		0.00
		06/15/2021		N		788.60

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	788.60

VENDOR TOTAL: 788.60

0001	HARTLAND TOWNSHIP GENERAL FUND	06/01/2021	051821	FOA	1ST FISCAL QTR 2021 SALARY ALLOCATIO	
45088		06/15/2021		N		42,498.91
05/18/2021	,	/ /	0.0000	N		0.00
		06/15/2021		N		42,498.91

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-720.000	ADMINISTRATIVE FEES	22,595.81
590-000-720.000	ADMINISTRATIVE FEES	19,903.10
		42,498.91

0001	HARTLAND TOWNSHIP GENERAL FUND	05/31/2021	060721	FOA	MAY 2021 MOBILE HOME TAX DISBURSEMEN	
45172		06/15/2021		N		272.50
06/07/2021	,	/ /	0.0000	N		0.00
		06/15/2021		N		272.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
701-000-290.300	MOBILE HOME FEES ESCROW	272.50

VENDOR TOTAL: 42,771.41

HYL	HARTLAND YOUTH LACROSSE	06/01/2021	061521	FOA	JUNE 2021 - PMT PER AGREEMENT	
44779	P.O. BOX 56	06/15/2021		N		375.20
06/01/2021	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		06/15/2021		N		375.20

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	375.20

VENDOR TOTAL: 375.20

HENDERSON	HENDERSON GLASS	05/12/2021	536719	FOA	32" X 23" CLEAR GLASS	
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		Due Date		1099		
45155	2891 HAGGERTY RD	06/15/2021		N		167.84
05/12/2021	COMMERCE TWP MI, 48390	/ /	0.0000	N		0.00
		06/15/2021		N		167.84

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-930.001	REPAIRS & MAINT - HERO TEEN CTR	167.84

VENDOR TOTAL: 167.84

4589	HORNING, KATHLEEN A	06/07/2021	060721	FOA	REIMBURSE FOR FARMERS MKT CRAFT PROJ	
45176	1665 HARTLAND WOODS DR	06/15/2021		N		112.07
06/07/2021	HOWELL MI, 48843-9044	/ /	0.0000	N		0.00
		06/15/2021		N		112.07

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-956.000	FARMERS MARKET	112.07

VENDOR TOTAL: 112.07

HUBBELROTH	HUBBELL, ROTH & CLARK, INC.	05/31/2021	188121	FOA	SEPTAGE RECEIVING STATION THRU 5/15/	
45168	PO BOX 824	06/15/2021		N		280.00
06/02/2021	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		06/15/2021		Y		280.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-400-801.100-0008	LCDC SRS EXPANSION	280.00

HUBBELROTH	HUBBELL, ROTH & CLARK, INC.	05/31/2021	188123	FOA	M59 SAFETY PATH PLANS/SPECS THRU 5/1	
45169	PO BOX 824	06/15/2021		N		6,562.50
06/02/2021	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		06/15/2021		Y		6,562.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
401-444-969.005	SIDEWALKS	6,562.50

HUBBELROTH	HUBBELL, ROTH & CLARK, INC.	05/31/2021	188124	FOA	M59 SAFETY PATH CONTRACT ADMIN THRU	
45170	PO BOX 824	06/15/2021		N		1,396.00
06/02/2021	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		06/15/2021		Y		1,396.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
401-444-969.005	SIDEWALKS	1,396.00

VENDOR TOTAL: 8,238.50

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		Due Date		1099		

HUNT2	HUNTINGTON NATIONAL BANK	06/07/2021	33884	FOA	7/1 /21 - 6/30/22 MILLPOINTE SPEC AS	
45177	ATTN CORPORATE TRUST DEPT	06/15/2021		N		500.00
	L-3632					
05/03/2021	COLUMBUS OH, 43260	/ /	0.0000	N		0.00
		06/15/2021		N		500.00

Open

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

VENDOR TOTAL: 500.00

JDBEAVERS	J D BEAVERS CO	04/29/2021	4545	FOA	CLEAN-UP EVENT SCRAP METAL COLLECTIO	
45123	7676 RUSHTON RD	06/15/2021		N		750.00
04/29/2021	BRIGHTON MI, 48116	/ /	0.0000	N		0.00
		06/15/2021		N		750.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-801.000	CONTRACTED SERVICES	750.00

VENDOR TOTAL: 750.00

JIMMYJOHNS	JIMMY JOHN'S	04/30/2021	043021	FOA	FOOD FOR HTB RETREAT	
45145		06/15/2021		N		109.10
04/30/2021	,	/ /	0.0000	N		0.00
		06/15/2021		N		109.10

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-101-957.000	EDUCATION/TRAINING/CONVENTION	109.10

VENDOR TOTAL: 109.10

LASHBROOK	LASHBROOK SEPTIC SERVICE	05/21/2021	A-54568	FOA	PORTA-JOHN RENTAL FOR CLEAN-UP DAY E	
45122	4895 CURDY RD	06/15/2021		N		85.00
05/21/2021	HOWELL MI, 48855	/ /	0.0000	N		0.00
		06/15/2021		N		85.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-801.000	CONTRACTED SERVICES	85.00

VENDOR TOTAL: 85.00

0220	LIVINGSTON COUNTY TREASURER	05/31/2021	060721	FOA	MAY 2021 MOBILE HOME TAX DISBURSEMEN	
45171	200 E. GRAND RIVER	06/15/2021		N		1,362.50
06/07/2021	HOWELL MI, 48843	/ /	0.0000	N		0.00
		06/15/2021		N		1,362.50

Open

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		Disc. Date	Disc. %	1099	Net Amount
		Due Date			

GL NUMBER	DESCRIPTION	AMOUNT
701-000-290.300	MOBILE HOME FEES ESCROW	1,362.50
VENDOR TOTAL:		1,362.50

2909	LIVINGSTON CTY.DRAIN COMMISSIO	05/31/2021	3351	FOA	MAY 2021 SEWER SYSTEM O&M	
45132	2300 E. GRAND RIVER	06/15/2021		N		170,788.05
	STE. 105					
06/01/2021	HOWELL MI, 48843	/ /	0.0000	N		0.00
		06/15/2021		N		170,788.05
Open						

GL NUMBER	DESCRIPTION	AMOUNT
590-000-801.008	LCDC CONTRACT SERVICES	170,788.05
VENDOR TOTAL:		170,788.05

LDPA	LIVINGSTON DAILY PRESS & ARGUS	05/11/2021	051121	FOA	MAY 2021	
45147		06/15/2021		N		8.99
	3964 SOLUTIONS CENTER					
05/11/2021	CHICAGO IL, 60677-3009	/ /	0.0000	Y		0.00
		06/15/2021		N		8.99
Open						

GL NUMBER	DESCRIPTION	AMOUNT
101-577-801.000	CONTRACTED SERVICES	8.99
VENDOR TOTAL:		8.99

MASTERS	MASTERS TELECOM LLC	05/24/2021	9724	FOA	MAY 2021 E-FAX SERVICE	
45142		06/15/2021		N		17.95
05/24/2021	,	/ /	0.0000	N		0.00
		06/15/2021		N		17.95
Open						

GL NUMBER	DESCRIPTION	AMOUNT
101-265-851.000	TELEPHONE	17.95
VENDOR TOTAL:		17.95

MWIF	MWIF	05/10/2021	051021	FOA	REFUND FOR 2021 VIRTUAL CONFERENCE	
45139		06/15/2021		N		(75.00)
05/10/2021	,	/ /	0.0000	N		0.00
		06/15/2021		N		(75.00)
Open						

GL NUMBER	DESCRIPTION	AMOUNT
101-253-957.000	EDUCATION/TRAINING/CONVENTION	(75.00)

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

VENDOR TOTAL: (75.00)

ORKIN	ORKIN	05/12/2021	212089552	FOA	PEST CONTROL AT TWP HALL	
45059	21068 BRIDGE ST.	06/15/2021		N		66.85
05/12/2021	SOUTHFIELD MI, 48034	/ /	0.0000	N		0.00
		06/15/2021		N		66.85

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-801.000	CONTRACTED SERVICES	66.85

ORKIN	ORKIN	05/18/2021	212092040	FOA	PEST CONTROL AT HERO TEEN CENTER	
45087	21068 BRIDGE ST.	06/15/2021		N		65.88
05/18/2021	SOUTHFIELD MI, 48034	/ /	0.0000	N		0.00
		06/15/2021		N		65.88

Open

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

VENDOR TOTAL: 132.73

PERSONALIT	PERSONALITY INSIGHTS	05/20/2021	02260-2021	FOA	DISC PROFILES	
45149		06/15/2021		N		90.65
05/20/2021	,	/ /	0.0000	N		0.00
		06/15/2021		N		90.65

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-299-957.000	EDUCATION/TRAINING/CONVENTION	90.65

VENDOR TOTAL: 90.65

1180	PETER'S TRUE VALUE HARDWARE	05/12/2021	57652	FOA	12V TRACTOR BATTERY	
45054	3455 W. HIGHLAND ROAD	06/15/2021		N		39.99
05/12/2021	MILFORD MI, 48380	/ /	0.0000	N		0.00
		06/15/2021		N		39.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	39.99

1180	PETER'S TRUE VALUE HARDWARE	05/13/2021	K57684	FOA	POLY BRUSH SET	
45066	3455 W. HIGHLAND ROAD	06/15/2021		N		13.99
05/13/2021	MILFORD MI, 48380	/ /	0.0000	N		0.00
		06/15/2021		N		13.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	13.99

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		Due Date		1099		

1180	PETER'S TRUE VALUE HARDWARE	05/18/2021	K57754	FOA	BOLTS	
45086	3455 W. HIGHLAND ROAD	06/15/2021		N		4.60
05/18/2021	MILFORD MI, 48380	/ /	0.0000	N		0.00
		06/15/2021		N		4.60

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-930.000	REPAIRS & MAINTENANCE	4.60

1180	PETER'S TRUE VALUE HARDWARE	06/02/2021	K57968	FOA	22" STIHL HEDGE TRIMMERS	
45157	3455 W. HIGHLAND ROAD	06/15/2021		N		359.99
06/02/2021	MILFORD MI, 48380	/ /	0.0000	N		0.00
		06/15/2021		N		359.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	359.99

VENDOR TOTAL: 418.57

PMTECH	PM TECHNOLOGIES	06/04/2021	152784	FOA	PREVENTIVE MAINTENANCE	
45180	28294 BECK ROAD	06/15/2021		N		788.10
06/04/2021	WIXOM MI, 48393	/ /	0.0000	N		0.00
		06/15/2021		N		788.10

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-801.000	CONTRACTED SERVICES	788.10

VENDOR TOTAL: 788.10

RBL	REALITY-BASED LEADERSHIP	04/26/2021	042621	FOA	APRIL 2021	
45002		06/15/2021		N		27.00
04/26/2021	,	/ /	0.0000	N		0.00
		06/15/2021		N		27.00

Open

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

VENDOR TOTAL: 27.00

JOHNSON	ROSATI, SCHULTZ, JOPPICH&AMTSBUECHLER	05/12/2021	1075592	FOA	ORDINANCE ENFORCEMENT AT 5710 CULLEN	
45078	27555 EXECUTIVE DRIVE, SUITE 250	06/15/2021		N		472.50
05/12/2021	FARMINGTON HILLS MI, 48331	/ /	0.0000	N		0.00
		06/15/2021		Y		472.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
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			Due Date		1099		

101-722-826.000	LEGAL FEES					472.50	
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VENDOR TOTAL:	472.50
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RURALKING	RURAL KING	05/18/2021	051821	FOA	T POST	
45143	4216 DEWITT AVE	06/15/2021		N		0.00
05/18/2021	MATTOON IL, 61938	/ /	0.0000	N		0.00
		06/15/2021		N		0.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-930.000	REPAIRS & MAINTENANCE	21.45
101-751-930.000	REPAIRS & MAINTENANCE	(21.45)
		0.00

RURALKING	RURAL KING	05/18/2021	5/18/21	FOA	FENCE POSTS FOR TICK WARNING SIGNS	
45144	4216 DEWITT AVE	06/15/2021		N		44.95
05/18/2021	MATTOON IL, 61938	/ /	0.0000	N		0.00
		06/15/2021		N		44.95

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-930.000	REPAIRS & MAINTENANCE	44.95

VENDOR TOTAL:	44.95
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SANMARINO	SAN MARINO EXCAVATING, INC.	05/26/2021	141986	FOA	LARGE ITEM CLEAN-UP DAY DUMPSTER REN	
45133	5550 MITCHEL WAY	06/15/2021		N		6,985.00
05/26/2021	HOWELL MI, 48843	/ /	0.0000	N		0.00
		06/15/2021		Y		6,985.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-801.000	CONTRACTED SERVICES	6,985.00

VENDOR TOTAL:	6,985.00
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SHRED-IT	SHRED-IT, C/O STERICYCLE, INC	05/28/2021	8182098580	FOA	LARGE ITEM CLEAN-UP DAY SHREDDING	
45135	28883 NETWORK PLACE	06/15/2021		N		1,460.40
05/28/2021	CHICAGO IL, 60673-1288	/ /	0.0000	N		0.00
		06/15/2021		N		1,460.40

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-801.000	CONTRACTED SERVICES	1,460.40

VENDOR TOTAL:	1,460.40
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SHUTTERSTO	SHUTTERSTOCK.COM	05/17/2021	051721	FOA	MAY 2021	
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		Due Date		1099		
45148		06/15/2021		N		29.00
05/17/2021	,	/ /	0.0000	N		0.00
		06/15/2021		N		29.00

Open

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

VENDOR TOTAL: 29.00

SMARTSIGN	SMART SIGN	05/11/2021	CMP-19628	FOA	BEWARE OF TICKS WARNING SIGN	
45151		06/15/2021		N		116.34
05/11/2021	,	/ /	0.0000	N		0.00
		06/15/2021		N		116.34

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-740.000	OPERATING SUPPLIES	116.34

VENDOR TOTAL: 116.34

STAPLES	STAPLES	05/22/2021	8062350159	FOA	MISC SUPPLIES	
45117	PO BOX 660409	06/15/2021		N		147.67
05/22/2021	DALLAS TX, 75266-0409	/ /	0.0000	N		0.00
		06/15/2021		N		147.67

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-299-727.000	SUPPLIES & POSTAGE	69.16
101-400-727.000	SUPPLIES & POSTAGE	37.35
101-299-727.000	SUPPLIES & POSTAGE	41.16
		147.67

STAPLES	STAPLES	05/29/2021	8062431087	FOA	MISC SUPPLIES	
45138	PO BOX 660409	06/15/2021		N		112.73
05/29/2021	DALLAS TX, 75266-0409	/ /	0.0000	N		0.00
		06/15/2021		N		112.73

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-740.000	OPERATING SUPPLIES	110.18
101-299-727.000	SUPPLIES & POSTAGE	2.55
		112.73

VENDOR TOTAL: 260.40

SBS	SUPERIOR BUSINESS SOLUTIONS	05/17/2021	1731537	FOA	#1000 CLEARING A/P CHECKS	
45114	P.O. BOX 3249	06/15/2021		N		148.20
05/17/2021	KALAMAZOO MI, 49003-3249	/ /	0.0000	N		0.00

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INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP
EXP CHECK RUN DATES 06/15/2021 - 06/15/2021
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		

Open		06/15/2021		N		148.20
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GL NUMBER	DESCRIPTION	AMOUNT
101-192-727.000	SUPPLIES & POSTAGE	148.20

VENDOR TOTAL: 148.20

TARGET STO	TARGET	04/29/2021	042921	FOA	BOARD RETREAT PER BOB WEST	
45161		06/15/2021		N		41.64
04/29/2021	,	/ /	0.0000	N		0.00
		06/15/2021		N		41.64

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-101-957.000	EDUCATION/TRAINING/CONVENTION	41.64

VENDOR TOTAL: 41.64

SPIRITOFLLI	THE SPIRIT OF LIVINGSTON	05/14/2021	52501	FOA	SANDWICH SIGNS	
45070	3280 W GRAND RIVER	06/15/2021		N		420.00
05/14/2021	HOWELL MI, 48855	/ /	0.0000	N		0.00
		06/15/2021		N		420.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-956.000	FARMERS MARKET	420.00

SPIRITOFLLI	THE SPIRIT OF LIVINGSTON	05/28/2021	52542	FOA	EMBROIDER CUSTOMER SHIRTS	
45152	3280 W GRAND RIVER	06/15/2021		N		20.00
05/28/2021	HOWELL MI, 48855	/ /	0.0000	N		0.00
		06/15/2021		N		20.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-101-727.000	SUPPLIES & POSTAGE	10.00
101-751-956.000	FARMERS MARKET	10.00

20.00

VENDOR TOTAL: 440.00

TOSHIBA	TOSHIBA BUSINESS SOLUTIONS	06/07/2021	5543978	FOA	4/25/21 - 5/24/21 ESTUDIO2830C BLACK	
45178	PO BOX 927	06/15/2021		N		3.97
06/07/2021	BUFFALO NY, 14240	/ /	0.0000	N		0.00
		06/15/2021		N		3.97

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-299-930.000	REPAIRS & MAINTENANCE	3.97

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INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP
 EXP CHECK RUN DATES 06/15/2021 - 06/15/2021
 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		
TOSHIBA	TOSHIBA BUSINESS SOLUTIONS	06/07/2021	5543991	FOA	4/25/21 - 5/24/21 ESTUDIO2830C COLOR	
45179	PO BOX 927	06/15/2021		N		28.66
06/07/2021	BUFFALO NY, 14240	/ /	0.0000	N		0.00
		06/15/2021		N		28.66

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-299-930.000	REPAIRS & MAINTENANCE	28.66

VENDOR TOTAL: 32.63

USA	USA BLUE BOOK	06/03/2021	622293	FOA	CHLORINE REAGENT SET	
45167	P.O. BOX 9004	06/15/2021		N		325.73
06/03/2021	GURNEE IL, 60031-9004	/ /	0.0000	N		0.00
		06/15/2021		N		325.73

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	325.73

VENDOR TOTAL: 325.73

WATERTECH	WATER TECH	04/30/2021	50492	FOA	APRIL 2021	
45129	718 S MICHIGAN	06/15/2021		N		220.00
05/23/2021	HOWELL MI, 48843	/ /	0.0000	N		0.00
		06/15/2021		N		220.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	220.00

VENDOR TOTAL: 220.00

WOOD	WOOD ENVIRONMENT & INFRASTRUCTURE	05/28/2021	H06102944	FOA	WWTP MONITORING THRU 5/14/21	
45130	P.O. BOX 74008618	06/15/2021		N		859.47
05/28/2021	CHICAGO IL, 60674-8618	/ /	0.0000	N		0.00
		06/15/2021		N		859.47

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-801.007	TREATMENT PLANT SAMPLING	859.47

VENDOR TOTAL: 859.47

TOTAL - ALL VENDORS: 457,356.97

FUND TOTALS:

Fund 101 - GENERAL FUND	54,697.77
Fund 206 - FIRE OPERATING	44.49
Fund 358 - MILLPOINTE ROAD DEBT SERVICE FUND	500.00

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INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP

EXP CHECK RUN DATES 06/15/2021 - 06/15/2021

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BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

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		

Fund 401 - CAPITAL PROJECTS FUND						7,958.50
Fund 536 - WATER SYSTEM FUND						150,882.77
Fund 539 - WATER REPLACEMENT FUND						48,400.00
Fund 577 - CABLE TV FUND						1,962.29
Fund 590 - SEWER OPERATIONS & MAINTENANCE FUND						191,276.15
Fund 701 - TRUST AND AGENCY						1,635.00

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Susan Case, Finance Clerk

Subject: Approve Post Audit of Disbursements Between Board Meetings

Date: June 8, 2021

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 – \$40,684.61

May 27, 2021 Payroll - \$76,500.96

June 15, 2021 Payroll - \$67,359.94

Financial Impact

Is a Budget Amendment Required? ☐ Yes ☒ No

All expenses are covered under the adopted FY22 budget.

Attachments

Post Audit Bills List 05.13.2021

Post Audit Bills List 05.20.2021

Post Audit Bills List 05.26.2021

Post Audit Bills List 06.03.2021

Payroll for 05.27.2021

Payroll for 06.15.2021

CHECK DISBURSEMENT REPORT FOR HARTLAND TOWNSHIP
 CHECK DATE FROM 05/13/2021 - 05/13/2021

Check Date	Bank	Check #	Payee	Description	GL #	Amount
05/13/2021	FOA	41194	CONSUMERS ENERGY	STREET LIGHTS	101-448-921.000	195.68
		41194		UTILITIES - ELECTRIC	206-000-920.002	46.13
						<hr/> 241.81
05/13/2021	FOA	41195	CROMAINE DISTRICT LIBRARY	DPPT ESCROW	701-000-290.200	104.03
05/13/2021	FOA	41196	HARTLAND CONSOLIDATED SCHOOLS	DPPT ESCROW	701-000-290.200	977.17
05/13/2021	FOA	41197	HARTLAND ROAD FUND	DPPT ESCROW	701-000-290.200	102.06
05/13/2021	FOA	41198	HARTLAND TOWNSHIP FIRE OPER	DPPT ESCROW	701-000-290.200	128.00
05/13/2021	FOA	41199	HARTLAND TOWNSHIP GENERAL FUND	DPPT ESCROW	701-000-290.200	145.25
		41199		MOBILE HOME FEES ESCROW	701-000-290.300	271.50
						<hr/> 416.75
05/13/2021	FOA	41200	LIV. EDUCATIONAL SERVICE AGENC	DPPT ESCROW	701-000-290.200	124.08
05/13/2021	FOA	41201	LIVINGSTON COUNTY TREASURER	DPPT ESCROW	701-000-290.200	424.62
		41201		MOBILE HOME FEES ESCROW	701-000-290.300	1,357.50
						<hr/> 1,782.12
TOTAL - ALL FUNDS				TOTAL OF 8 CHECKS		3,876.02

--- GL TOTALS ---

101-448-921.000	STREET LIGHTS	195.68
206-000-920.002	UTILITIES - ELECTRIC	46.13
701-000-290.200	DPPT ESCROW	2,005.21
701-000-290.300	MOBILE HOME FEES ESCROW	1,629.00
	TOTAL	3,876.02

CHECK DISBURSEMENT REPORT FOR HARTLAND TOWNSHIP
 CHECK DATE FROM 05/20/2021 - 05/20/2021

Check Date	Bank	Check #	Payee	Description	GL #	Amount
05/20/2021	FOA	41228	CONSUMERS ENERGY	UTILITIES - GAS	101-265-920.001	59.45
		41228		UTILITIES - GAS	536-000-920.001	104.60
						<hr/> 164.05
05/20/2021	FOA	41229	DTE ENERGY	UTILITIES - ELECTRIC	101-265-920.002	1,121.95
		41229		STREET LIGHTS	101-448-921.000	41.45
		41229		UTILITIES	101-567-920.000	14.95
		41229		UTILITIES - ELECTRIC	101-751-920.002	215.99
		41229		UTILITIES - ELECTRIC	536-000-920.002	2,705.09
						<hr/> 4,099.43
05/20/2021	FOA	41230	HARTLAND TOWNSHIP GENERAL FUND	DOG LICENSES ESCROW	701-000-290.250	31.50
05/20/2021	FOA	41231	LIVINGSTON COUNTY TREASURER	DOG LICENSES ESCROW	701-000-290.250	358.50
05/20/2021	FOA	41232	LIVINGSTON DAILY PRESS & ARGUS	PRINTING & PUBLICATIONS	101-215-900.000	130.00
		41232		PRINTING & PUBLICATIONS	101-400-900.000	90.00
						<hr/> 220.00
TOTAL - ALL FUNDS				TOTAL OF 5 CHECKS		4,873.48

--- GL TOTALS ---

101-215-900.000	PRINTING & PUBLICATIONS	130.00
101-265-920.001	UTILITIES - GAS	59.45
101-265-920.002	UTILITIES - ELECTRIC	1,121.95
101-400-900.000	PRINTING & PUBLICATIONS	90.00
101-448-921.000	STREET LIGHTS	41.45
101-567-920.000	UTILITIES	14.95
101-751-920.002	UTILITIES - ELECTRIC	215.99
536-000-920.001	UTILITIES - GAS	104.60
536-000-920.002	UTILITIES - ELECTRIC	2,705.09
701-000-290.250	DOG LICENSES ESCROW	390.00
	TOTAL	4,873.48

CHECK DISBURSEMENT REPORT FOR HARTLAND TOWNSHIP
CHECK DATE FROM 05/26/2021 - 05/26/2021

Check Date	Bank	Check #	Payee	Description	GL #	Amount
05/26/2021	FOA	41233	AMERICAN SOC OF LANDSCAPE	MEMBERSHIP & DUES	101-400-804.000	480.00
05/26/2021	FOA	41234	CITY OF FENTON	OPERATING SUPPLIES	536-000-740.000	16.00
05/26/2021	FOA	41235	CONSUMERS ENERGY	UTILITIES - GAS	101-265-920.001	183.25
05/26/2021	FOA	41236	DIRETTE, ANDREA	ANDREA N DIRETTE PERFORMANCE DEPOSIT	101-000-283.000-0009	1,000.00
05/26/2021	FOA	41237	FIRE SYSTEMS OF MICHIGAN	REPAIRS & MAINT. EQUIPMENT	206-000-930.001	265.00
05/26/2021	FOA	41238	HORIZON LANDSCAPE INC.	LAWN/SNOW MAINTENANCE	101-463-802.000	6,800.66
		41238		LAWN/SNOW MAINTENANCE	206-000-802.000	2,227.00
						<hr/> 9,027.66
05/26/2021	FOA	41239	I.T. RIGHT	CAPITAL OUTLAY	101-209-970.000	1,260.00
		41239		OPERATING SUPPLIES	536-000-740.000	1,784.98
		41239		OPERATING SUPPLIES	577-000-740.000	140.00
		41239		PEG SERVER & SOFTWARE RENTAL	577-000-946.000	37.93
						<hr/> 3,222.91
05/26/2021	FOA	41240	LOWES BUSINESS ACCT/SYNCB	SUPPLIES & POSTAGE	101-299-727.000	89.15
		41240		OPERATING SUPPLIES	101-751-740.000	81.14
		41240		OPERATING SUPPLIES	536-000-740.000	458.99
						<hr/> 629.28
05/26/2021	FOA	41241	MICHIGAN ASSOC OF PLANNING	MEMBERSHIP & DUES	101-400-804.000	675.00
05/26/2021	FOA	41242	MICHIGAN MUNICIPAL WORKER'S		101-299-910.000	3,097.52
		41242		INSURANCE	536-000-910.000	1,898.48
						<hr/> 4,996.00
05/26/2021	FOA	41243	MUTUAL OF OMAHA	ACCRUED STD/LTD BENEFITS	001-000-257.103	135.71
		41243		EMPLOYMENT EXPENSE	101-192-716.000	91.59
		41243		EMPLOYMENT EXPENSE	101-209-716.000	92.86
		41243		EMPLOYMENT EXPENSE	101-215-716.000	60.77
		41243		EMPLOYMENT EXPENSE	101-253-716.000	66.99
		41243		EMPLOYMENT EXPENSE	101-400-716.000	109.04
		41243		EMPLOYMENT EXPENSE	101-441-716.000	41.36
		41243		EMPLOYMENT EXPENSE	536-000-716.000	80.22
						<hr/> 678.54
05/26/2021	FOA	41244	PRINCIPAL LIFE INSURANCE COMPANY	ACCRUED DENTAL BENEFITS	001-000-257.101	131.48
		41244		ACCRUED VISION BENEFITS	001-000-257.102	50.15
		41244		EMPLOYMENT EXPENSE	101-192-716.000	80.72
		41244		EMPLOYMENT EXPENSE	101-209-716.000	78.06
		41244		EMPLOYMENT EXPENSE	101-215-716.000	129.27
		41244		EMPLOYMENT EXPENSE	101-253-716.000	156.12
		41244		EMPLOYMENT EXPENSE	101-400-716.000	109.00
		41244		EMPLOYMENT EXPENSE	101-441-716.000	133.07
		41244		EMPLOYMENT EXPENSE	536-000-716.000	40.36

Check Date	Bank	Check #	Payee	Description	GL #	Amount
						908.23
05/26/2021	FOA	41245	PRIORITY HEALTH	ACCRUED MEDICAL BENEFITS	001-000-257.100	1,602.85
		41245		EMPLOYMENT EXPENSE	101-192-716.000	1,055.38
		41245		EMPLOYMENT EXPENSE	101-209-716.000	1,160.93
		41245		EMPLOYMENT EXPENSE	101-215-716.000	1,688.62
		41245		EMPLOYMENT EXPENSE	101-253-716.000	527.69
		41245		EMPLOYMENT EXPENSE	101-441-716.000	1,451.17
		41245		EMPLOYMENT EXPENSE	536-000-716.000	527.69
						8,014.33
05/26/2021	FOA	41246	STAPLES	SUPPLIES & POSTAGE	101-191-727.000	22.40
		41246		SUPPLIES & POSTAGE	101-299-727.000	221.98
						244.38
05/26/2021	FOA	41247	VERIZON WIRELESS	TELEPHONE	101-265-851.000	567.77
		41247		CONTRACTED SERVICES & RENTALS	577-000-801.000	457.31
						1,025.08
			TOTAL - ALL FUNDS	TOTAL OF 15 CHECKS		31,365.66

--- GL TOTALS ---

001-000-257.100	ACCRUED MEDICAL BENEFITS	1,602.85
001-000-257.101	ACCRUED DENTAL BENEFITS	131.48
001-000-257.102	ACCRUED VISION BENEFITS	50.15
001-000-257.103	ACCRUED STD/LTD BENEFITS	135.71
101-000-283.000-0009	ANDREA N DIRETTE PERFORMANCE DEPOSIT	1,000.00
101-191-727.000	SUPPLIES & POSTAGE	22.40
101-192-716.000	EMPLOYMENT EXPENSE	1,227.69
101-209-716.000	EMPLOYMENT EXPENSE	1,331.85
101-209-970.000	CAPITAL OUTLAY	1,260.00
101-215-716.000	EMPLOYMENT EXPENSE	1,878.66
101-253-716.000	EMPLOYMENT EXPENSE	750.80
101-265-851.000	TELEPHONE	567.77
101-265-920.001	UTILITIES - GAS	183.25
101-299-727.000	SUPPLIES & POSTAGE	311.13
101-299-910.000	INSURANCE	3,097.52
101-400-716.000	EMPLOYMENT EXPENSE	218.04
101-400-804.000	MEMBERSHIP & DUES	1,155.00
101-441-716.000	EMPLOYMENT EXPENSE	1,625.60
101-463-802.000	LAWN/SNOW MAINTENANCE	6,800.66
101-751-740.000	OPERATING SUPPLIES	81.14
206-000-802.000	LAWN/SNOW MAINTENANCE	2,227.00
206-000-930.001	REPAIRS & MAINT. EQUIPMENT	265.00
536-000-716.000	EMPLOYMENT EXPENSE	648.27
536-000-740.000	OPERATING SUPPLIES	2,259.97
536-000-910.000	INSURANCE	1,898.48
577-000-740.000	OPERATING SUPPLIES	140.00
577-000-801.000	CONTRACTED SERVICES & RENTALS	457.31
577-000-946.000	PEG SERVER & SOFTWARE RENTAL	37.93
	TOTAL	31,365.66

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CHECK DISBURSEMENT REPORT FOR HARTLAND TOWNSHIP
CHECK DATE FROM 06/03/2021 - 06/03/2021

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
06/03/2021	FOA	41248	AT&T	TELEPHONE	101-265-851.000	259.45
06/03/2021	FOA	41249	HARTLAND TOWNSHIP GENERAL FUND	DOG LICENSES ESCROW	701-000-290.250	28.50
06/03/2021	FOA	41250	LIVINGSTON COUNTY TREASURER	DOG LICENSES ESCROW	701-000-290.250	281.50
			TOTAL - ALL FUNDS	TOTAL OF 3 CHECKS		569.45

GL TOTALS ---						
101-265-851.000			TELEPHONE	259.45		
701-000-290.250			DOG LICENSES ESCROW	310.00		
			TOTAL	569.45		

Check Register Report For Hartland Township
For Check Dates 05/27/2021 to 05/27/2021

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
05/27/2021	FOA	17005	LAROSE, MICHELLE M	90.00	79.29	0.00	Open
05/27/2021	FOA	17006	MCMULLEN, SUMMER L	690.00	583.96	0.00	Open
05/27/2021	FOA	17007	PETRUCCI, JOSEPH M	600.00	504.66	0.00	Open
05/27/2021	FOA	17008	VOIGHT, KEITH R	163.00	143.60	0.00	Open
05/27/2021	FOA	17009	ICMA VANTAGEPOINT TRANSFER AGENT	1,735.39	1,735.39	0.00	Open
05/27/2021	FOA	17010	ICMA VANTAGEPOINT TRANSFER AGENT	3,914.57	3,914.57	0.00	Open
05/27/2021	FOA	17011	ICMA VANTAGEPOINT TRANSFER AGENT	1,245.34	1,245.34	0.00	Open
05/27/2021	FOA	17012	ICMA VANTAGEPOINT TRANSFER AGENT	200.00	200.00	0.00	Open
05/27/2021	FOA	DD7172	BAGDON, KELLY M	1,915.00	0.00	1,365.82	Cleared
05/27/2021	FOA	DD7173	BEAUDOIN, DIANA K	1,529.88	0.00	1,298.85	Cleared
05/27/2021	FOA	DD7174	BERNARDI, MELYNDA A	1,384.27	0.00	1,068.70	Cleared
05/27/2021	FOA	DD7175	BROOKS, TYLER J	1,670.79	0.00	1,192.45	Cleared
05/27/2021	FOA	DD7176	CASE, SUSAN E	1,652.40	0.00	1,099.38	Cleared
05/27/2021	FOA	DD7177	CIOFU, LARRY N	2,583.33	0.00	1,866.37	Cleared
05/27/2021	FOA	DD7178	COBB, SUSAN M	34.20	0.00	30.13	Cleared
05/27/2021	FOA	DD7179	DRYDEN-HOGAN, SUSAN A	3,388.82	0.00	2,414.41	Cleared
05/27/2021	FOA	DD7180	FOUNTAIN, WILLIAM J	2,583.33	0.00	2,161.31	Cleared
05/27/2021	FOA	DD7181	FOX, LAWRENCE E	428.25	0.00	377.29	Cleared
05/27/2021	FOA	DD7182	GERMANE, MATTHEW J	600.00	0.00	529.10	Cleared
05/27/2021	FOA	DD7183	GRISSIM, SUSAN L	90.00	0.00	83.11	Cleared
05/27/2021	FOA	DD7184	HEASLIP, JAMES B	2,979.50	0.00	1,772.02	Cleared
05/27/2021	FOA	DD7185	HENDRIX, PETER J	36.34	0.00	32.02	Cleared
05/27/2021	FOA	DD7186	HORNING, KATHLEEN A	2,833.33	0.00	2,054.75	Cleared
05/27/2021	FOA	DD7187	JOHNSON, LISA	2,107.28	0.00	1,445.53	Cleared
05/27/2021	FOA	DD7188	KENDALL, ANTHONY S	29.20	0.00	26.97	Cleared
05/27/2021	FOA	DD7189	KOPCZYK, MARY ANN	433.13	0.00	381.58	Cleared
05/27/2021	FOA	DD7190	LANGER, TROY D	3,630.26	0.00	2,574.20	Cleared
05/27/2021	FOA	DD7191	LOUIS, CASEY	780.44	0.00	486.07	Cleared
05/27/2021	FOA	DD7192	LUCE, MICHAEL T	3,250.00	0.00	2,387.45	Cleared
05/27/2021	FOA	DD7193	MITCHELL, KYLE J	2,558.90	0.00	1,972.27	Cleared
05/27/2021	FOA	DD7194	MITCHELL, MICHAEL E	90.00	0.00	83.12	Cleared
05/27/2021	FOA	DD7195	MORGANROTH, CAROL L	1,943.46	0.00	1,499.60	Cleared
05/27/2021	FOA	DD7196	MURPHY, THOMAS A	90.00	0.00	79.29	Cleared
05/27/2021	FOA	DD7197	O'CONNELL, DENISE	600.00	0.00	424.16	Cleared

Check Register Report For Hartland Township
For Check Dates 05/27/2021 to 05/27/2021

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
05/27/2021	FOA	DD7198	RUF, ANDREW J	920.00	0.00	770.81	Cleared
05/27/2021	FOA	DD7199	SALMON, ROBERT L	1,020.00	0.00	847.26	Cleared
05/27/2021	FOA	DD7200	SHOLLACK, DONNA M	2,023.73	0.00	1,533.95	Cleared
05/27/2021	FOA	DD7201	VERMILLION, KAREN L	1,619.56	0.00	1,195.50	Cleared
05/27/2021	FOA	DD7202	WEST, ROBERT M	4,258.33	0.00	2,554.83	Cleared
05/27/2021	FOA	DD7203	WYATT, MARTHA K	2,839.53	0.00	2,052.51	Cleared
05/27/2021	FOA	EFT592	FEDERAL TAX DEPOSIT	12,337.29	12,337.29	0.00	Cleared
05/27/2021	FOA	EFT593	MI DEPT OF TREASURY	3,622.11	3,622.11	0.00	Cleared
Totals:			Number of Checks: 042	76,500.96	24,366.21	37,660.81	
Total Physical Checks:			8				
Total Check Stubs:			34				

Check Register Report For Hartland Township
For Check Dates 06/01/2021 to 06/15/2021

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
06/15/2021	FOA	17014	ICMA VANTAGEPOINT TRANSFER AGENT	1,724.61	1,724.61	0.00	Open
06/15/2021	FOA	17015	ICMA VANTAGEPOINT TRANSFER AGENT	3,800.08	3,800.08	0.00	Open
06/15/2021	FOA	17016	ICMA VANTAGEPOINT TRANSFER AGENT	1,393.91	1,393.91	0.00	Open
06/15/2021	FOA	DD7204	BAGDON, KELLY M	1,986.88	0.00	1,381.60	Cleared
06/15/2021	FOA	DD7205	BEAUDOIN, DIANA K	1,459.43	0.00	1,243.84	Cleared
06/15/2021	FOA	DD7206	BERNARDI, MELYNDA A	1,688.67	0.00	1,306.44	Cleared
06/15/2021	FOA	DD7207	BROOKS, TYLER J	2,053.26	0.00	1,468.80	Cleared
06/15/2021	FOA	DD7208	BRUMMER, STEVEN E	600.00	0.00	520.89	Cleared
06/15/2021	FOA	DD7209	CASE, SUSAN E	1,846.80	0.00	1,224.29	Cleared
06/15/2021	FOA	DD7210	CIOFU, LARRY N	2,583.33	0.00	1,866.34	Cleared
06/15/2021	FOA	DD7211	DRYDEN-HOGAN, SUSAN A	3,388.82	0.00	2,414.39	Cleared
06/15/2021	FOA	DD7212	HEASLIP, JAMES B	2,979.50	0.00	1,771.99	Cleared
06/15/2021	FOA	DD7213	HORNING, KATHLEEN A	2,583.33	0.00	1,864.49	Cleared
06/15/2021	FOA	DD7214	JOHNSON, LISA	2,039.14	0.00	1,388.79	Cleared
06/15/2021	FOA	DD7215	KENDALL, ANTHONY S	36.50	0.00	33.70	Cleared
06/15/2021	FOA	DD7216	KOPCZYK, MARY ANN	383.63	0.00	337.99	Cleared
06/15/2021	FOA	DD7217	LANGER, TROY D	3,380.26	0.00	2,383.95	Cleared
06/15/2021	FOA	DD7218	LOUIS, CASEY	842.58	0.00	534.58	Cleared
06/15/2021	FOA	DD7219	LUCE, MICHAEL T	3,250.00	0.00	2,387.43	Cleared
06/15/2021	FOA	DD7220	MITCHELL, KYLE J	2,823.63	0.00	2,161.90	Cleared
06/15/2021	FOA	DD7221	MORGANROTH, CAROL L	1,861.86	0.00	1,432.93	Cleared
06/15/2021	FOA	DD7222	RUF, ANDREW J	920.00	0.00	770.81	Cleared
06/15/2021	FOA	DD7223	SALMON, ROBERT L	1,134.75	0.00	934.58	Cleared
06/15/2021	FOA	DD7224	SHOLLACK, DONNA M	2,134.52	0.00	1,613.29	Cleared
06/15/2021	FOA	DD7225	VERMILLION, KAREN L	1,822.01	0.00	1,345.29	Cleared
06/15/2021	FOA	DD7226	WEST, ROBERT M	4,058.33	0.00	2,402.63	Cleared
06/15/2021	FOA	DD7227	WYATT, MARTHA K	2,860.33	0.00	2,060.96	Cleared
06/15/2021	FOA	EFT594	FEDERAL TAX DEPOSIT	11,590.69	11,590.69	0.00	Cleared
06/02/2021	FOA	17013	AMERICAN FAMILY LIFE ASSURANCE CO	133.09	133.09	0.00	Open
Totals:			Number of Checks: 029	67,359.94	18,642.38	34,851.90	

Total Physical Checks: 4
Total Check Stubs: 25

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Larry Ciofu, Clerk

Subject: 05-18-2021 Hartland Township Board Regular Meeting Minutes

Date: June 8, 2021

Recommended Action

Move to approve the Hartland Township Board Regular Meeting minutes for May 18, 2021.

Discussion

Draft minutes are attached for review.

Financial Impact

None

Attachments

5-18-2021 HTB Minutes - DRAFT

HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES
May 18, 2021 – 7:00 PM

DRAFT

1. Call to Order

The meeting was called to order by Supervisor Fountain.

2. Pledge of Allegiance

3. Roll Call

PRESENT: Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee Germane, Trustee McMullen, Trustee O'Connell, Trustee Petrucci

ABSENT: None

4. Approval of the Agenda

Move to approve the agenda for the May 18, 2021 Hartland Township Board meeting as presented.

Motion made by Treasurer Horning, Seconded by Trustee Petrucci.

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

Voting Nay: None

5. Call to the Public

Connie Robinson spoke via zoom regarding Redistricting. She stated she thought the Board was working very hard on these Redistricting issues and believed that this is one of the more important issues that has come along in quite a few years. She stated it was critical that we do everything we can to have these lines drawn, not to favor a party, but to have fair maps so that any particular entity has a fair opportunity for representation. She is asking the Board to consider putting forth a resolution to send to the Redistricting Committee. She stated Redistricting can cause great difficulties in many areas for the community and also asked the Clerk to consider sending a letter, in addition to the Resolution of the Board, stating how he would see this affecting the Clerk's job.

6. Approval of the Consent Agenda

Move to approve the consent agenda for the May 18, 2021 Hartland Township Board meeting as presented.

Motion made by Trustee Petrucci, Seconded by Trustee Germane.

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

Voting Nay: None

- a. Approve Post Audit of Disbursements Between Board Meetings
- b. Approve Payment of Bills
- c. Approve Permit for Fireworks Display – Waldenwoods
- d. 04-30-2021 Hartland Township Board Special Meeting Minutes
- e. 05-04-2021 Hartland Township Board Regular Meeting Minutes

7. Pending & New Business

- a. Rezoning Application #21-001 (Arena Drive)

HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

May 18, 2021 – 7:00 PM

Supervisor Fountain invited the applicant, Mark Schaffer, to come forward and turned the discussion over to Planning Director Troy Langer. Director Langer gave a brief overview of the property and the Planning Commission (PC) meetings regarding this application. He stated that during the public hearing at a PC meeting there were several residents from the subdivision to the west of the property that attended and were in opposition to this rezoning. The PC's concerns were that a portion of the east side contains a parking lot that is for the Ice Arena facility. The PC directed the applicant to not include that portion of the property in the rezoning. This required the applicant to do a survey to determine the exact location of this property and to determine where a future boundary line would be created. If the rezoning is approved, the applicant will transfer this portion of the property to the Ice Arena property. With these changes to the rezoning request the PC has recommended approval of the rezoning. Trustee Germane inquired as to the concerns of the residents to the west. Director Langer stated the residents were just opposed to rezoning this to multi-family (MF) and had concerns with what could be developed on these parcels. Supervisor Fountain inquired as to the parking for these parcels at a busy Ice Arena event. The applicant stated the additional parking lot for the Ice Arena has kept parking off of Arena Drive. Treasurer Horning inquired as to the size of the remaining parcel on the east side of Arena Drive. Director Langer stated the this would be 1.93 acres. She then inquired as to how much MF could go on 1.93 acres. Director Langer stated that in simple math it would be around 48 units total for both the east and west side properties. This may be a little high taking into account the the shape of the property and some physical limitations. There is no current concept plan at this point.

Move to Approve the Rezoning Application #21-001, as outlined in the staff memorandum, dated May 11, 2021.

Motion made by Clerk Ciofu, Seconded by Trustee Petrucci.

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

Voting Nay: None

b. Site Plan with Special Land Use Application #21-007 (6043 Linden Road)

Director Langer gave a brief overview of the location of the property and the past history of the property approved as a woodworking site. The Applicant is looking to start a business making video arcade games and cabinetry and may have a few employees in the future. He does not anticipated a lot of customers visiting the business at it would mostly be online sales. The use is not specified in the district so it falls into a catchall, use not listed category, that if similar to uses in the district could be approved by Special Permit. The PC recommended approval of the Special Use Permit as well as the site plan at their last meeting. One minor issue at the PC meeting was that the site plan used was the site plan from the prior owner that reflected some pavement between the building and the road that was never installed and is now a landscape area. The PC added that this should remain a landscaped area. There was no one at the PC meeting that spoke in opposition of the request. Trustee Germane inquired as to whether the Board's approval of the Special Use Permit will also approve the site plan. Director Langer stated that the PC has the authority to approve the site plan and did so at their last meeting, but the Board must approve the Special Use Permit.

Move to Approve Special Land Use Application #21-007, as outlined in the staff memorandum, dated May 11, 2021.

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

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

HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

May 18, 2021 – 7:00 PM

Voting Nay: None

c. 2020-2021 Amendment to Future Land Use Map and Comprehensive Development Plan

Supervisor Fountain gave a brief overview of the PC process in reviewing our current zoning and the Future Land Use Map to ensure land use is valid in today's market. Director Langer gave an overview of the request that started several years ago and provided a brief history as to how we developed this request citing the recent retail market analysis and the previous residential market analysis. Six areas were identified in the Township that could be updated, modified, or changed, to better incorporate the market analyses. Director Langer briefly reviewed each of the six areas and the proposed changes in the land use category for these areas.

Move to Approve the Resolution Asserting the Right of the Hartland Township Board to Approve or Reject the Draft 2020-2021 Update to the Hartland Township Comprehensive Plan Update with the revisions as outlined in the staff memorandum, dated May 12, 2021.

Motion made by Trustee Germane, Seconded by Treasurer Horning. Roll Call Vote Taken

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

Voting Nay: None Motion Passes: 7 – 0 – 0.

d. Township Staffing Reorganization

Manager West presented a reorganization plan that would defer the hiring of the replacement for the vacant Project Coordinator position. He stated that we have been able to absorb the work of this position by existing staff at this time. In order to sustain absorbing this position into existing staff duties, Manager West is requesting an increase in the hours of the Communications Director by four hours per week and increasing the Receptionist's pay to Step 2 of Pay Grade 2 which is \$14.32 to \$15.00 per hour. He is also requesting to reclassify the Township Assessor position back to a Director position at a Pay Grade 8, at his existing pay. This would not be a pay increase but would just restore the Assessor position back to a Director status reporting directly to the Township Manager. The net effect of these changes would result in the savings of \$50,927 annually. He stated that this is a unique situation in that the Project Coordinator's duties were absorbed by two very qualified part time staff members. If either of these employees were to leave, we would need to reassess the potential full time Project Coordinator position.

Move to approve the Manager's recommendations for staffing reorganization and associated budget amendment as presented.

Motion made by Clerk Ciofu, Seconded by Trustee Petrucci.

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

Voting Nay: None

8. Board Reports

Trustee O'Connell - No report.

Trustee Petrucci - No report.

Trustee McMullen - No report.

Clerk Ciofu - Stated that even though there will be no Memorial Day Parades again this year in Hartland or Milford, due to COVID circumstances, there will be a Vintage Aircraft Flyover. There

HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

May 18, 2021 – 7:00 PM

will be four fly-overs scheduled to come through Hartland at 11:30 am, 11:45 am, 12:00 noon and 12:15 pm on Memorial Day, Monday, May 31, 2021.

Treasurer Horning - Thanked Manager West for attending the Farmer's Market this past Saturday and stated that it has a new energy this year and it's amazing. We had 27 vendors last Saturday which is the most we have ever had, with a lot of new people and new items. It is a fun place to be and will be a great experience for this summer and she would like to see all of the Board member down there some time. It is on Saturdays from 9:00 a.m. to 1:00 p.m. at Rural King.

Trustee Germane - No report.

Supervisor Fountain - Reminded all that this Saturday is the Large Item Clean Up Day at Hartland High School. Weather is supposed to be nice and there should be a great turnout.

[BRIEF RECESS]

9. Information / Discussion

a. Manager's Report

Manager West reported he received word from the Livingston County Road Commission (LCRC) that the Huron Valley Federal Aid Committee, which distributes federal funding for road projects, selected Old US-23 for federal funding for 2023 construction. It will be designed for construction this year. It will go from about 1400 feet south of Bergin Road to M-59. No reason was given for not doing the Brighton Township portion of Old US 23 to the 1400 foot mark. Manager West thinks this is a missed opportunity and will be looking into it. Manager West and DPW Director Mike Luce met with the Livingston County Drain Commission (LCDC) on sewer rate connection allocations in an informal meeting today and seemed to get an agreement that pipe connection allocation is not the way to go on sewer rates. They want to look at amending the Master Operating Agreement to define what a connection would mean. Manager West is on the County Sewer Rate Committee and the connection allocation based on REU's will be brought up at a Committee meeting. This was just an informal meeting to make Drain Commission Jonckheere aware of what will come before the Committee. Internal staff is looking at the water rates and discussion has been held on a water rate study. He stated that we have been updating our previous water rate study and are still on track with this study. He stated that when the new developments come in with a potential 1200 units would be when we would want to do a new rate study. Manager West stated that he met with PC Chairman Fox, and Planning Director Langer to discuss the Comprehensive Plan as to where we start and what would be the end result. This would be the catalyst for a joint work session with the PC and the Board. A brief discussion was held on the differences on a Master Plan and a Comprehensive Plan. Supervisor Fountain stated there will be quarterly meetings with the Chamber of Commerce to get their input and keep them informed on the planning process. Manager West stated they are working on a Board and Commission compensation analysis. He wants to set this up as a reference tool that would be updated periodically on an ongoing basis. He also stated the Large Item Clean Up Day is Saturday, May 22, 2021 from 9:00 a.m. to 1:00 p.m. Manager West made a brief presentation on local businesses that have been doing a significant amount of volunteer work in the Township and thanked them for their contributions to the community. Trustee Germane inquired as to whether there was a limit to the number of drive-through establishments in the Township. Manager West stated that with the new COVID situation, businesses are stating that drive-throughs are the new business models. This is not something that we want to do, but the businesses are stating this is something they need to do, so the Planning Commission is easing up on this and are working with the businesses on an individual basis. He stated that we have approved a building with pick up windows that will have no menu boards and will not allow for orders to be placed at

HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

May 18, 2021 – 7:00 PM

the window. Trustee Germane also inquired as to the future of the old Burger King building. Manager West stated that this Burger King was owned by a conglomerate that had over 1000 Burger Kings across 23 states and he has been unable to get ahold of them regarding their closing of the Hartland store. Manager West also gave a brief overview of his discussion with Rural King and Noble Appliance regarding the clean-up of debris in the back of the stores. Both were understanding and will get this taken care of soon. Manager West stated that he and Supervisor Fountain met with Mayberry Homes recently and they proposed a payment schedule for their sewer payment that is due on September 5, 2021 in the amount of \$1,932MM plus interest. They proposed payment in three equal yearly payments of \$644K plus interest, starting on September 5, 2021 through September 5, 2023. They would also want to purchase 100 water REU's at the same rate as the other developers are paying up front beginning on September 5, 2022. Bob Schroeder of Mayberry Homes also offered a \$100K personal guarantee on the performance requirements of the proposal. Discussion was held on the proposal including the interest due, the sewer bond payment due this year, the septage receiving station funds, the personal guarantee, timing of the potential site plan approval, REU's and REU transfers, and alternative proposal terms. Based on discussion Manager West to set up an informal meeting with Mayberry Homes to discuss the proposal.

b. Park Rules and Regulations Review

Manager West stated we have had a series of recent complaints from residents regarding a reported ultralight aircraft taking off from Heritage Park and flying rather low over a sporting event over one of the fields. Manager West reviewed our Parks Policy stating that you can fly ultralights out of Heritage park by permit only and that we only have two approved permits. There were reportedly six of these ultralights flying out there on that particular day. A discussion was held on whether ultralight aircraft should be allowed to take off and land at Heritage Park. Manager West stated that he and Clerk Ciofu did research and stated that these aircraft did not require an FAA license, but were prohibited from flying over congested areas. Trustee McMullen stated she also did some research on this and stated that these aircraft are regulated by the FAA that there are four licensed ultralight pilots in Livingston County. She stated this is a community park and she would not like to see this park restricted to any resident. She would like to see some form of educating the public on the permit process. Supervisor Fountain gave a brief overview of the parks planning and that Heritage Park was designated as the sports park and Settler's Park as a more passive park and that there are agreements in place with the Hartland Area Youth Athletic Association (HAYAA) for use of the fields at Heritage Park. Items discussed were FAA regulations, education and signage for park rules, height of the aircraft above the fields, precedence for future park restrictions, and safety of park users and occupants. It was the consensus of the Board to have each member do further research and we will discuss again at another meeting.

10. Adjournment

Move to adjourn the meeting at 9:45 p.m.

Motion made by Clerk Ciofu, Seconded by Trustee Germane.

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

Voting Nay: None

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Larry Ciofu, Clerk

Subject: 05-26-2021 Hartland Township Board Special Meeting Minutes

Date: June 8, 2021

Recommended Action

Move to approve the Hartland Township Board Special Meeting minutes for May 26, 2021.

Discussion

Draft minutes are attached for review.

Financial Impact

None

Attachments

05-26-2021 HTB Special Minutes - DRAFT

HARTLAND TOWNSHIP BOARD OF TRUSTEES SPECIAL MEETING MINUTES

May 26, 2021 – 6:00 PM

DRAFT

1. Call to Order

The meeting was called to order by Supervisor Fountain at 6:00 p.m.

2. Pledge of Allegiance

3. Roll Call

PRESENT: Supervisor Fountain, Clerk Ciofu, Treasurer Horning, Trustee Germane, Trustee McMullen, Trustee O'Connell, Trustee Petrucci

ABSENT: None

Also present were Township Manager Bob West, Finance Director Susan Dryden-Hogan and Planning Director Troy Langer.

4. Approval of the Agenda

Move to approve the agenda for the May 26, 2021 Hartland Township Board meeting as presented.

Motion made by Treasurer Horning, Seconded by Clerk Ciofu.

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

Voting Nay: None

5. Call to the Public

No one came forward.

6. Pending & New Business

- a. Closed Session: to review the written legal opinion of the Township Attorney, subject to attorney-client privilege under MCL 15.268(h)

Move to go into closed session to review the written legal opinion of the Township Attorney, subject to attorney-client privilege under MCL 15.268(h) and to include Finance Director Susan Dryden Hogan and Planning Director Troy Langer.

Motion made by Clerk Ciofu, Seconded by Trustee Petrucci.

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

Voting Nay: None

Board is in closed session at 6:03 p.m.

Board came out of closed session at 7:10 p.m.

HARTLAND TOWNSHIP BOARD OF TRUSTEES SPECIAL MEETING MINUTES

May 26, 2021 – 6:00 PM

7. Adjournment

Move to adjourn the meeting at 7:10 p.m.

Motion made by Treasurer Horning, Seconded by Trustee Germane.

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

Voting Nay: None

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Larry Ciofu, Clerk

Subject: 05-26-2021 Hartland Township Board Closed Session Meeting Minutes

Date: June 8, 2021

Recommended Action

Move to approve the Hartland Township Board Closed Session Meeting minutes for May 26, 2021.

Discussion

Draft minutes are available in the Clerk's Office for review.

Financial Impact

None

Attachments

None

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Troy Langer, Planning Director

Subject: Site Plan Application #21-004 (Amendment to Hartland Marketplace Planned Development)

Date: June 9, 2021

Recommended Action

Move to Approve PD Amendment as outlined in Staff Memorandum, dated June 9, 2021,

Approval of the request to amend the Hartland Marketplace Planned Development Agreement, hereby known as the Fifth Amendment, to eliminate the limitation on drive-up and service windows, with dedicated drive-in lanes, in the Hartland Marketplace Planned Development based on the following findings:

1. The original request was to amend the PD Agreement to permit a maximum of three (3) drive-up and service windows, and the Planning Commission recommended that the limitation on drive-up and service windows be eliminated from the PD Agreement.
2. The Planning Commission has determined that the proposed amendment will permit an additional restaurant business with a drive-through service window that will be a good fit for the community and will add to the overall appeal of the Planned Development.
3. The proposed Fifth Amendment document shall be revised to address the comments provided by the Township Attorney, including revisions to signature page, to list all current property owners.

Discussion

Applicant: Hartland Plaza, LLC

Site Description

Hartland Marketplace Planned Development (PD) shopping center is located south of Highland Road (M-59) and east of Blaine Road in Section 21 and 28 of Hartland Township. The Planned Development is comprised of three (3) tax parcels. The subject site for this application is under the ownership of Hartland Plaza, LLC (Parcel ID #4708-28-200-024) and includes the following buildings: 1-story multi-tenant building, approximately 25,000 square feet in size, along the east side of the site; vacant 1-story commercial building, approximately 23,800 square feet (formerly Food Town grocery store), next to the Dollar Tree store, west of the multi-tenant building; 1-story multi-tenant building, approximately 6,300 square feet, located along Highland Road (north side of site) where Dairy Queen is currently located; and four (4) undeveloped parcels, along the south side of the PD site. The size of the subject parcel is approximately 18.16 acres.

The other parcels that comprise the PD include the following: Parcel ID #4708-28-200-026, which is under the ownership of AJM LLC, GWM Real Estate LLC, & BDS Holdings LLC (Condominium Unit 2, currently occupied by Rural King, addressed as 10400 Highland Road); and #4708-28-200-027, which is

under the ownership of Noble Hartland Holdings LLC (Condominium Unit 1, currently occupied by Noble Appliance, addressed as 10420 Highland Road). These two (2) parcels are 16.04 and 10.9 acres respectively. The total size of the PD site (3 parcels) is approximately 45.1 acres.

The site is zoned Planned Development (PD) and the original project was approved in 2007 under Site Plan Application #424.

Overview and Background Information

Hartland Marketplace Planned Development (PD) was approved by the Township in 2007 under Site Plan Application #424. Four (4) amendments to the PD Agreement occurred between 2007 and 2008. Three (3) amendments to the approved Final Plan (dated July 21, 2009) occurred between 2016 and 2017, as outlined below.

Following is a summary of the amendments to the Hartland Marketplace PD project:

Site Plan #450 - 1st Amendment to the Agreement

The First Amendment to the PD Agreement was approved on December 18, 2007 which amended Section 6.7.2 of the original Agreement regarding wall sign regulations.

Site Plan #458 - 2nd Amendment to the Agreement

The Second Amendment to the PD Agreement was approved on May 21, 2008 which acknowledged Wal-Mart had acquired a portion of the land in the Planned Development site.

Site Plan #468 - 3rd Amendment to the Agreement

On October 7, 2008, the Third Amendment to the PD Agreement was approved and included modifications to previously approved plans as follows: changes to two access drives; installation of a truck turnaround for Wal-Mart building; modifications to the building construction materials and the addition of a parapet wall along the east (rear) side of the multi-tenant retail building to screen roof top mounted equipment; landscape changes; and additional site directional signage.

4th Amendment to the Agreement

The Fourth Amendment to the PD Agreement was approved on December 11, 2008, which addressed the proposed off-site road improvements to M-59 as associated with the PD project and outlined the costs for said improvements.

As a side note, the applicant provided a draft version of the current request to amend the Planned Development Agreement. That document was entitled the "Fourth Amendment to Hartland Marketplace Planned Development Agreement." Upon further research, it was noted that the Fourth Amendment to the Agreement had occurred in 2008 as described above. Therefore, the current request is the Fifth Amendment to Hartland Marketplace Planned Development Agreement. A draft version of the 5th Amendment to the PD Agreement is provided as an attachment, with comments from the Township Attorney.

Amendment to the Final Plan - Site Plan #541 (Tractor Supply Company)

Under Site Plan #541, Tractor Supply Company (TSC) requested to amend the previously approved site plans for the shopping center by adding several outdoor display areas around an existing vacant commercial building (formerly Food Town), which TSC intended to occupy, at 10490 Highland Road.

The request also included modifications to the previously approved site plan layout for future retail tenant spaces between the TSC building and Walmart; exterior renovations to the building façade; construction

of a fenced outdoor display areas; and construction of screen walls along outdoor display areas along the front (north) façade of the building. On May 26, 2016, the Planning Commission approved Site Plan #541.

In September 2016, TSC requested a modification to Site Plan #541 to change the design and height of the proposed screen and wing walls surrounding the outdoor display areas along the north side of the building. The request was to increase the height of the screen and wing walls from four feet to six feet, using a combination of a brick base and ornamental decorative fencing on top of the base.

On September 8, 2016, the Planning Commission approved the screen and wing walls to be a maximum height of 63 inches, which includes a brick wall base (minimum 40 inches in height and not to exceed 48 inches in height) and ornamental decorative fencing on top of the brick base. As noted earlier the TSC project did not proceed, and site improvements have not occurred.

Amendment to the Final Plan - Site Plan #543 (Rural King)

Under Site Plan Application #543, the Planning Commission approved renovations to the former Walmart building for Rural King. The project included interior renovations; construction of a screen wall for an additional outdoor display area on the west side of the building; creation of outdoor display areas along the perimeter pedestrian sidewalk in front of the building (north side) with screen walls along those display areas; and reconfiguration of the parking area west of the building. The Planning Commission approved Site Plan #543 on May 26, 2016. Rural King currently occupies approximately 2/3 of the building.

Amendment to the Final Plan - Site Plan #17-011 (Dairy Queen and vacant building)

This was a request is to amend the previously approved site plans for the Walmart/Hartland Marketplace PD, to raze and re-build a multi-tenant building with one drive-through window dedicated to Dairy Queen (Project A); renovate the elevations of an existing vacant commercial building (formerly Food Town) plus add a dumpster enclosure (Project B); and amend the previously approved site plan and adjust the square footage of four (4) future retail spaces that are located west of the vacant commercial building.

On July 13, 2017, the Planning Commission approved SP #17-011. A 1-year extension of site plan approval was granted in 2018, with an end date of July 13, 2019. The project did not proceed before site plan approval expired.

Site Plan #20-003 - Condominium Application (Rural King)

In 2020, Rural King submitted a request to establish two (2) condominium units within the existing building, previously addressed as 10400 Highland Road, under Site Plan Application #20-003. The building was already divided into two adjoining units, separated by one demising wall. The intention was to keep the existing tenant spaces as currently configured and transition the two tenant spaces into two condominium units. Each condominium unit is intended for separate ownership and use. The current businesses are Noble Appliance (Condominium Unit 1) and Rural King (Condominium Unit 2).

The Planning Commission recommended Preliminary and Final Site Condominium approval on October 8, 2020 for this request. The Township Board approved SP #20-003 on October 20, 2020.

Request

The applicant is requesting approval to amend the previously approved Final Plan for the Hartland Marketplace Planned Development (PD). The request includes two projects: raze the existing multi-tenant building, which currently has one drive-through window dedicated for Dairy Queen and two other tenant spaces; and construct two (2) commercial buildings on the same site, each with one (1) drive-through

service window. This request is designated as Project A in this memorandum.

The proposed plans show one (1) multi-tenant building, with two (2) tenant spaces, and one (1) single-tenant building. One (1) drive-through service window is provided for each building, each with a separate menu board/ordering station, and dedicated drive-in lane with associated stacking spaces. Unit 1 (western building), approximately 4,720 square feet in size (GFA), shows two (2) tenant spaces. The drive-through service window is on the east side of the building. The occupants are to be determined at a future time. Unit 2 (eastern building) is approximately 2,453 square feet (GFA), with one (1) tenant space, which will be occupied by Dairy Queen. The drive-through service window is on the east side of this building. A fenced outdoor patio area is provided on the north side of each building. A new parking lot layout and landscape plan for this site are also proposed. As a point of clarification, a separate special use permit is not required for the drive-through use as it is permitted in the PD Agreement.

The second project, Project B, is a request to remodel an existing vacant commercial building (formerly Food Town) on the west side of the Dollar Tree store. The exterior renovations include re-facing the front (north) and side (west) facades to match the style and building materials of the existing buildings in the shopping center; extending the height of the existing parapet wall on the building to screen roof-mounted HVAC units; and constructing a dumpster enclosure on the building, to match the existing enclosures. The current plans for this building are essentially the same as those that were approved in 2017 under SP #17-011 (labeled as Project B on the 2017 plans).

Lastly, the applicant is requesting to amend the Hartland Marketplace Planned Development Agreement, to permit up to three (3) drive-up service windows, with dedicated drive-in lanes, for this development (Fifth Amendment to the PD Agreement). Currently the Planned Development Agreement permits two (2) drive-up and service windows, with one (1) dedicated to the Dairy Queen site, and one (1) previously approved for the Walmart drive-up pharmacy. The third drive-up and service window is intended to be dedicated to the proposed multi-tenant building (Unit 1), for a restaurant with drive-through service window, and dedicated drive-in lane on the east side of the building.

When reviewing the request to amend the PD Agreement to permit up to three (3) drive-up and service windows, consideration could be given to the fact that there may be future requests for additional drive-up service businesses in this shopping center, especially given the fact that there are four (4) undeveloped parcels along the south side of the site. This would potentially require another amendment to the PD Agreement, to be reviewed by the Planning Commission, who makes a recommendation to the Township Board, with a final decision by the Township Board. Thus, the Planning Commission could consider increasing the number of permitted drive-up and service windows (more than three total) or eliminate the restriction on the number of permitted drive-up and service windows, with dedicated drive-in lanes.

If the restriction regarding the number of permitted drive-up and service windows is removed, future commercial projects with a drive-up and service windows could be reviewed by the Planning Commission as amendments to the approved Final Plan, under a site plan application. A separate amendment to the PD Agreement for the number of permitted drive-up and service windows would not be required, thus simplifying the review process.

Planned Development Procedure

New construction and renovations to an existing building within the PD must go through the Township's standard site plan approval process with review and approval by the Planning Commission. The proposed request, to redevelop the existing Dairy Queen site and construct two (2) commercial buildings and reface an existing (vacant) commercial building, will be reviewed for compliance with the applicable standards with the Planned Development Agreement, Final Plan, and the Township's Zoning Ordinance as

applicable. The Planning Commission has Site Plan review authority and will make the final decision on Site Plan #21-004. The Planning Commission approved the site plan, with some modifications at the May 27, 2021 regular meeting. The Planning Commission also recommended approval of the amendment to the PD agreement, with some changes to eliminate the limitation on drive-up service windows.

The applicant is also requesting to amend the Hartland Marketplace PD Agreement to permit up to three (3) drive-up, drive-through or drive-in service windows, with dedicated drive-in lanes. A detailed discussion of this request is outlined in the next section of this memorandum. This amendment is considered the Fifth Amendment to the Hartland Marketplace PD Agreement. A draft version of the Fifth Amendment has been provided by the applicant. The Fifth Amendment to the PD Agreement requires Township Board approval; after the Planning Commission has made a recommendation.

Current Project Summary

The project essentially has two (2) components which will be discussed separately in this memorandum. The first component is the request to amend the Hartland Marketplace PD Agreement. The Planning Commission will review this request and make a recommendation to the Township Board, who will make the final decision. The second component is the request to amend the Final Plan for the PD, to redevelop the Dairy Queen site, with the construction of two (2) commercial buildings and renovate the façade of an existing commercial building. This request requires site plan review by the Planning Commission, who makes the final decision.

Proposed Fifth Amendment to the Hartland Marketplace Planned Development Agreement

The current PD language (Section 3.1.17 and 3.1.18 in the PD Agreement) permits one (1) drive-up service window for the pharmacy which was originally associated with Walmart. This window is located on the east side of the former Walmart building. Noble Appliance (Condominium Unit 1) occupies the eastern portion of the building. The drive-up service window is not currently in use.

One (1) additional drive-up, drive-through, or drive-in service window is permitted and limited to the location currently occupied by Dairy Queen. Dairy Queen will retain the drive-through service window for their new store in the Unit 2 building. The proposed plans indicate an additional restaurant with a drive-through service window in the proposed multi-tenant building (Unit1). As a result, the applicant is requesting to amend the PD Agreement to permit a total of three (3) drive-up, drive-through or drive-in service windows, with dedicated drive-in lanes. This is considered the Fifth Amendment of the PD Agreement. Revised language is provided for Section 3.1.17 and 3.1.18 of the PD Agreement. The Fifth Amendment to the PD Agreement requires Township Board approval; after the Planning Commission has made a recommendation. The Fifth Amendment is subject to the requirements of the Township Attorney. Preliminary comments on the draft document were provided by the Township Attorney. Additional comments from the Township Attorney are directed toward the signature page where Wal-Mart Real Estate Business Trust is listed as a property owner, which is not the case. The suggestion is to revise the signature page to list all current property owners in Hartland Marketplace PD.

Site Plan #21-004 - Request to amend Final PD Plan

For purposes of reviewing the current request, SP #21-004, the next section provides comments on the proposed project, for the redevelopment of the Dairy Queen site, Project A, and the remodeling proposal for the vacant commercial building, Project B. The review incorporates applicable sections of the Hartland Marketplace Planned Development Agreement, dated October 31, 2007 regarding development standards, the Final Plan dated July 21, 2009 (Sheet 9.1), and landscape plan dated July 11, 2008 (Sheet LS-3). Where applicable, references are also made to the current Zoning Ordinance.

PROJECT A- Construct two (2) commercial buildings with one drive-through service window for each building (Unit 1 and Unit 2)

The 2009 Final Plan (Sheet 9.1) shows the existing layout for the Dairy Queen site with one (1) multi-tenant building footprint and 52 parking spaces around the building. Sheet LS-3 of the Final Plan provides the landscape plan for the subject site, including the landscape standards utilized at the time, which will be discussed in the Landscape section of this staff report.

Impact Assessment

An impact assessment is not required for the proposed project.

Traffic Generation

An update on traffic generation is not required for the proposed project.

Access and Circulation

Currently the site is accessed from an existing driveway from Highland Road/M-59 and an existing internal drive from the Wal-Mart/Hartland Plaza. Changes to the two access points are not proposed as part of the current request.

Dimensional Requirements

Lot Size (Sec 3.1.14 (GC-General Commercial) & Sec. 3.1.18 (PD-Planned Development) of Zoning Ordinance)

- Required – Min. 20 acres for a Planned Development (entire development area); minimum lot size undefined for individual parcel or lot; Min. 20,000 sq. ft. with sewer for GC-General Commercial
- Proposed – 45.04 acres for the entire PD site
- Meets Requirement? Minimum lot size undefined
- Comment – (none)

Frontage

- Required – Minimum Frontage undefined for individual lots with an approved Planned Development; Min. 120 ft. for GC-General Commercial
- Proposed/existing – Approx. 207' of frontage along Highland Road/M-59
- Meets Requirement? – N/A
- Comment – (none)

Building Setbacks (Per approved Final Plan - Sheet SP 9.1)

Setback	Required	Proposed	Meets Requirements? (Y / N)
Front (north-along M-59) Unit 1	80'	86.9'	Y
Front (north-along M-59) Unit 2	80'	86.9'	Y
Side (west – Unit 1)	15'	36.0'	Y
Side (east – Unit 2)	15'	49.0'	Y

- Meets Requirement? – Yes
- Comment – (none)

Parking Lot / Driveway / Internal Roads Setbacks (Per Final Plan- Sheet 9.1)

Setback	Required	Proposed	Meets Requirements? (Y / N)	Comment
Front (north) Highland Road/M-59	20'	11.6'	N	
Side (east) parking lot	15'	1.1'	N	Final Plan shows current parking 1.5' from east lot line
Side (west) internal road	15'	0'	N	Final Plan shows internal road 0' from west lot line

- Meets Requirement? – **TBD**
- Comment – **The proposed side setbacks on the east and west property line are the same as the existing setbacks. The proposed front setback is less than required. Planning Commission to determine if the proposed setbacks are consistent with the Final Plan.**

Building Height (Per Final Plan)

- Required – Max. 35'
- Proposed – 25' to top of parapet wall of each building
- Meets Requirement? – Yes
- Comment – (none)

Lot Coverage

- Required – Undefined for a Planned Development, 75% for principal building in GC-General Commercial
- Proposed – Lot coverage for the entire PD was not provided
- Meets Requirement? – Lot coverage undefined in the Planned Development standards
- Comment – (none)

Site Requirements

Outdoor Seating and Dining (Sec. 4.47) – Standards & Operating Restrictions

The PD Agreement refers to Section 10.02.KK for outdoor seating and dining standards ((Ordinance No. 37), which are the same as the standards in Section 4.47 of the current Zoning Ordinance. A review of the current standards for the two (2) outdoor patio areas is provided below.

STANDARDS

Location

- Required – All outdoor seating and dining shall be located immediately adjacent to the establishment with which it is associated; shall not encroach upon any public right-of-way; and a minimum five (5) feet of sidewalk shall be maintained free of tables and other encumbrances.
- Proposed – An outdoor seating and dining area is located immediately adjacent to each building, near the building entrance. A sidewalk area is maintained without tables or encumbrances; 10.5-foot-wide sidewalk in front of Unit 1; and a 5-foot-wide sidewalk in front of Unit 2.
- Meets Requirement? – Yes
- Comment – (none)

Defined Area

- Required – If alcoholic beverages are to be served, outdoor seating and dining areas must be enclosed by a barrier a minimum 3.5 feet above the ground; the barrier must be decorative and cannot restrict visibility; may be constructed of permanent or temporary materials that are compatible with the architectural character of the main establishment; and the barrier must meet all current fire codes, subject to review and approval of the Fire Marshal and must conform to the current Michigan Liquor Control Commission Rules and Regulations.
- Proposed – Each outdoor seating and dining area is defined on three (3) sides by a black, aluminum railing/fencing of open construction that is 3.0 feet in height. Alcoholic beverages are not proposed for either area. Gates are not proposed.
- Meets Requirement? – Yes
- Comment – Should a future tenant serve alcoholic beverages, revisions to the plan may be required.

Capacity

- Required – Outdoor seating and dining areas shall not exceed 25% of the seating for the establishment. Seating plans were not provided for either restaurant thus calculations could not be computed.
- Proposed – 7 seats for Unit 1 patio; 12 seats for Unit 2 patio.
- Meets Requirement? – Cannot be determined at this time.
- Comment – (none)

Screening

- Required – Appropriate screening or fencing complimentary and aesthetically pleasing to the site shall be provided as determined necessary by the Planning Commission.
- Proposed – Black, aluminum railing to define the outdoor seating and dining areas.
- Meets Requirement? – Yes
- Comment – (none)

Pedestrian Circulation

- Required – The seating arrangement of outdoor seating and dining areas must comply with the State of Michigan Building Code and is subject to review and approval by the Hartland Township Fire Marshal.
- Proposed – Seating plans were not provided.
- Meets Requirement? – The seating arrangement plans shall be reviewed under the land use permit application.
- Comment – (none)

Parking Spaces

- Required – No additional parking spaces are required to accommodate outdoor seating and dining spaces.
- Proposed – None proposed or required.
- Meets Requirement? – Yes
- Comment – (none)

Furniture

- Required – Tables, chairs, table umbrellas, railings, planters, posts, and other items shall be of quality designs, materials, and workmanship to ensure safety and convenience of users and to enhance the visual and aesthetic quality of the area. All furniture must be made primarily of wood, metal, or a material of comparable quality.
- Proposed – Outdoor patio furniture specifications are provided.
- Meets Requirement? – A review of the furniture will occur under the land use permit application.
- Comment – Dissonant colors are not permitted.

Waste Disposal

- Required – Appropriate waste disposal containers shall be provided for the convenience and sanitary disposal of garbage or waste within and around outdoor seating and dining areas. Containers shall be complimentary to the style of furniture.
- Proposed – Specifications were provided.
- Meets Requirement? – Yes
- Comment – (none)

OPERATING RESTRICTIONS

Hours of Operation

- Required – All outdoor seating and dining areas shall be allowed to operate until 10:00 p.m. Sunday through Thursday and until 11:00 p.m. Friday and Saturday. All activities shall cease by the required times.
- Proposed – Operation times were not provided.
- Meets Requirement? – Applicant to be informed of the regulations.
- Comment – (none)

Season of Operation

- Required – All outdoor and dining areas shall be allowed to operate from April 1st through November 15th of a given year.
- Proposed – April 1st through November 15th
- Meets Requirement? – Applicant to be informed of the regulations.
- Comment – (none)

Furniture Storage

- Required – In the off-season from November 16th to March 31st of a given year, all furniture and items not fastened to the ground shall be removed and not stored outside.
- Proposed – Information not provided.
- Meets Requirement? – Applicant to be informed of the regulations.
- Comment – (none)

Lighting

- Required – Additional lighting shall be designed and erected in accordance with Section 5.13, Lighting, of the Zoning Ordinance.
- Proposed – Additional lighting is not proposed.
- Meets Requirement? – Yes
- Comment – (none)

Noise

- Required – No music, intercom, or other noise shall be permitted that impacts adjacent properties in accordance with the Township's Nuisance Ordinance.
- Proposed – Information was not provided regarding proposed music, intercom or other amplified systems.
- Meets Requirement? – Applicant to be informed of the regulations.
- Comment – (none)

Patron Entrance and Exit

- Required – Patron entrance and exit from the enclosed outdoor seating and dining area at establishments serving alcohol may only occur through the main establishment or an approved fire exit, as determined by the Fire Marshal. The approved fire exit shall have an alarm to alert the establishment in the event of unauthorized use when no emergency exists.
- Proposed – Alcoholic beverages are not proposed at this time.
- Meets Requirement? – Yes

- Comment – Should a future tenant serve alcoholic beverages, revisions to the plan may be required.

Food and Beverage Service

- Required – All food and beverages shall be prepared within the main establishment. The service of alcoholic beverages is subject to the current Michigan Liquor Control Commission Rules and Regulations (MLCC).
- Proposed – Alcoholic beverages are not proposed at this time.
- Meets Requirement? – Yes
- Comment – Should a future tenant serve alcoholic beverages, revisions to the plan may be required.

Display and Advertising

- Required – No outdoor seating or dining area shall be used for the display or location of merchandise, advertising materials, or signage. No permitted canopy, awning, or umbrellas shall contain advertising material or signage, except umbrellas shall be permitted to include the name of the business and/or logo located at the outer edge of the fabric with a maximum width of six (6) inches.
- Proposed – Applicant to be informed of the regulations.
- Meets Requirement? – Yes
- Comment – (none)

Off-Street Parking (Final Plan – Sheet 9.1)

- Required – 4.5 parking spaces per 1,000 sq. ft. useable floor area. Equates to 26 spaces (Combined GFA of both buildings = 7,120 sq. ft (4,720 sf + 2,453 sf)); 80% of combined gross sq. ft of both buildings = 5,783 sq. ft.; $4.5 \times 5.783 = 26$ spaces **REQUIRED**
- Proposed – 51 spaces, 10' X 20'
- Meets Requirement? – Yes
- Comments – Sheet C02 states there are 52 parking spaces and should be revised on the construction set of plans.
- Other – 8 stacking spaces for the drive-through window are shown for the Unit 1; 11 stacking spaces for the drive-through window are shown for Unit 2. The Final Plan or the PD Agreement did not provide standards for stacking spaces associated with a drive-through service window.

Barrier-Free Parking (Per ADA guidelines)

- Required – 3 barrier-free spaces in a location most accessible to the building entrance, with at least 1 space van-accessible
- Proposed – 4 barrier-free spaces, all van-accessible, with 2 spaces adjacent to building entrance of Unit 1, and 2 spaces in the parking area on the east side of the site. Bumper blocks are shown in front of the two (2) barrier-free parking spaces, in front of Unit 1.
- Meets Requirement? – Yes
- Comments – (none)

Loading (Section 5.9 Township Zoning Ordinance)

- Required – 10' X 50' loading space to side or rear of building.
- Proposed – 10' X 30' loading space is provided at the rear/south side of Unit 1.
- Meets Requirements? – **TBD**
- Comments – **Planning Commission to determine if the proposed loading space is adequately sized.**

Dumpster Enclosure (Per PD Agreement Section 6.1.6. & Township Zoning Ordinance Section 5.7)

- Required – All dumpsters shall be screened from view of public roads by use of a screen wall. Dumpsters shall be completely enclosed and secured by a decorative masonry screen wall on three sides and steel reinforced, opaque lockable wooden gates. The screen wall shall be constructed with building materials that match or compliment the exterior façade materials of the building and be a minimum 6 feet in height. Concrete surface required within the enclosure and extend a minimum 10 feet in front of the enclosure.
- Proposed – Dumpster enclosure located near the southeast corner of the site. The proposed enclosure is 6 feet in height and comprised of Quik Brik with a stone cap to match the building and has solid metal gates. Concrete pad in front of enclosure is approximately 10 feet in depth and 20 feet in width.
- Meets Requirements? – Yes
- Comments – (none)

Lighting (Per Final Plan Sheet 17.2 and 17.3 for light fixture styles and Section 5.13 of Township Zoning Ordinance).

A photometric plan for the subject site was not provided on the Final Plan thus the current zoning standards for site lighting will be utilized.

A. Light levels at Property Lines

- Required – Max. 0.5 fc along property line adjacent to residential, or 1.0 fc along property line adjacent to non-residential.
- Proposed – Max. 0.0 fc along north property line; Max.0.4 fc along south side of site; Max. 0.1 fc along east property line; Max. 0.3 fc along west property line.
- Meets Requirement? – Yes
- Comments – (none)

B. Average Illumination Levels

- Required – Between 2.4 and 3.6 fc (average) within main parking area, and up to 5.0 fc (average) at main building entrance(s) and main driveway(s)
- Proposed – 2.5 fc main parking area; 2.1 fc at driveway entrance M-59; 1.5 fc at driveway exit (south)
- Meets Requirement? – Yes, for information provided for most areas; **average footcandle values for each building entrance (Unit 1 and Unit 2) were not provided.**
- Comments – **Photometric Plan Statistics Chart to be revised to list average footcandle values for each building entrance, on the construction set of plans.**

C. Maximum Illumination Level

- Required – Max. 10.0 fc per Zoning Ordinance
- Proposed – Max. 17.7 fc (south of Unit 2 building)
- Meets Requirement? – No
- Comments – **Photometric Plan to be revised to address this issue on the construction set of plans.**

D. Fixture Height

- Required – Max. 28 feet (25-foot fixture on 3-foot base)
- Proposed – 5 poles at 20 feet each (total height of pole and base)
- Meets Requirements? – Yes
- Comments – (none)

E. Fixture Type

- Required – Light fixture styles shown on Sheet 17.2 and 17.3 of the Final Plan Black shoe-box fully recessed, consistent with overall development

- Proposed – LED wall-mounted fixtures, fully shielded, black color; LED fixtures on light poles, black (single head and double-head).
- Meets Requirement? – **TBD**. Light fixture styles do not match previously approved light fixtures as shown on the Final Plan
- Comments –**The proposed LED light fixtures would be more energy efficient than the previously approved light fixtures on the Final Plan. The proposed light fixtures are entirely shielded and prevent light trespass. The Planning Commission to determine whether the proposed light fixtures are consistent with the intent of the Final Plan.**

Landscaping (Per Final Plan – Sheet LS-3)

A. Adjacent to Roads

- Required – 1 deciduous or evergreen tree per 40 lineal feet of road frontage, PLUS 1 ornamental tree per 100 lineal feet of road frontage, PLUS 8 shrubs per 40 lineal feet of road frontage, for 170 lineal feet of frontage of Highland Road/M-59. Equates to: 4 deciduous or evergreen trees; 2 ornamental trees; and 34 shrubs **REQUIRED**
- Proposed – 4 deciduous trees, including 1 existing deciduous tree; 3 ornamental trees, and 48 evergreen shrubs
- Meets Requirement? – Yes
- Comments – (none)

B. Parking Lot Landscaping

- Required – 20 sf of landscape area per parking space; 1 tree per 320 sf landscape area. Equates to: 1,020 sf of landscape area and 3 deciduous trees for 51 parking spaces **REQUIRED**
- Proposed – 1,435 sf of parking lot landscaping and 3 parking lot trees (canopy trees)
- Meets Requirement? – Yes
- Comments –

C. Façade Landscaping

- Required – 2 sf of landscape area per 1 lineal foot at building grade, typically along the main entrance.
Unit 1: 60 lineal feet (north elevation, main entrances) X 2. Equates to: 120 sf of landscape area **REQUIRED** for Unit 1
Unit 2: 31 lineal feet (north elevation, main entrance) X 2. Equates to: 62 sf of landscape area **REQUIRED** for Unit 2.
- Proposed – 150 sf of landscape area (ornamental grasses) around the outdoor seating/dining area for Unit 1; 180 sf of landscape area (ornamental grasses) around outdoor seating/dining area for Unit 2.
- Meets Requirement? – **TBD regarding proposed locations of façade landscaping planting areas.**
- Comments – **Required square footage for façade landscaping complies; however, façade landscaping areas are not located along the main entrance of either building. Planning Commission to determine if the proposed landscape areas are consistent with the standards listed on the Final Plan.**

D. Other Landscape Comments

- Landscape screen-south side of parking lot
In order to effectively screen the parking lot on the south side of the site, staff suggests extending the proposed row of evergreen shrubs (minimum height of 30”) along the entire width of the row of parking spaces in this area.
- Reconfiguration of ramp/sidewalk layout
In order to improve the internal circulation pattern of the ramps and sidewalks, consideration should be given to revising the ramp/sidewalk layout as shown on an attached plan.

These revisions could be addressed on the construction set of plans.

Water Supply and Wastewater Disposal (Sec. 5.16)

Public sanitary sewer and water currently serve the entire PD site.

Building Materials (Section 6.1.1-PD Agreement)

- Required – Section 6.1 of the PD Agreement outlines the types of building materials to be used in the PD development; however, specific percentages of the building materials are not provided. Per the PD Agreement, the predominant material to be used is brick and/or other approved masonry products on all sides of the buildings. E.I.F.S. (Exterior Insulation Finishing System) is to be used sparingly and only as an accent material or where brick may be impractical.

Architectural elements are to be used to break up expansive walls. Walmart was approved to utilize Quik Brik (Promenade Blend) as the predominant building material as part of the Final Plan dated July 21, 2009. The existing multi-tenant building on the east side of Hartland Plaza also primarily comprised of Quik Brik, which is a single-width decorative CMU block.

- Proposed – The applicant intends to use the same colors, building materials, and general design elements as are found on the existing buildings in Hartland Marketplace PD. A sample board of the materials will be provided by the applicant for the Planning Commission meeting.

The proposed building materials for each building (Unit 1 and Unit 2) are a combination of Quik Brik, split face block (CMU), cast stone, E.I.F.S., and glazing. The same building products are used on all four elevations, except that glazing does not occur on the rear (south) elevation of either building.

The architectural details include the use of soldier course and running bond using Quik Brik. The base of the column is comprised of split-face block and cast stone cap detail. Horizontal bands of E.I.F.S. are used above the windows/entrance doors and above the top course of Quik Brik on each building elevation. The rooftop units are entirely screened by the parapet walls on all sides of the building.

Building Materials-Summary

Façade – Unit 1	CMU/Quik Brik	E.I.F.S.	Glazing
Front (north)	64%	12%	24%
Side (west)	81%	11%	8%
Side (east)	81%	11%	9%
Rear (south)	89%	11%	0%

Façade – Unit 2	CMU/Quik Brik	E.I.F.S.	Glazing
Front (north)	65%	12%	24%
Side (west)	73%	11%	16%
Side (east)	81%	10%	9%
Rear (south)	89%	11%	0%

- Meets Requirements? – **TBD**
- Comments – Based on the staff report dated September 2, 2008 (SP #468), approximately 12.9% of the building materials on the west elevation of the multitenant retail building is E.I.F.S. The Rural King (former Wal-Mart building) has horizontal bands comprised of split face block on each elevation and E.I.F.S. is used mainly for the top of the parapet wall along the roofline. Generally, the proposed building seems consistent with the style of the other buildings in the shopping center, and thus generally consistent with the PD Agreement. **The Planning Commission to determine if the proposed design of the building and building materials are consistent with the PD Agreement and other buildings in the shopping center.**

PROJECT B- Exterior renovations to an existing commercial building (former Food Town)

Project B is a request to remodel an existing vacant commercial building, west of the Dollar Tree store. The approximately 24,000 square foot building was formerly a grocery store. The footprint of the building is not being expanded. The submitted plans do not indicate if the interior of the building will be designed for a single tenant or multiple tenants.

The exterior renovations include re-facing the front (north) façade and partial renovations to the side (west) façade, to match the style and building materials of the existing buildings in the shopping center; extending the parapet walls on the north, south, and west sides of the building to screen roof-mounted HVAC units; and constructing a dumpster enclosure on the east side of the building, designed to match the three (3) existing dumpster enclosures. New light fixtures are proposed on the building; however, a photometric plan was not provided. The light fixtures will match those proposed for the Project A buildings. The existing parking lot being is not impacted. The discussion will focus on the exterior renovations to the building regarding building design and building materials, as well as a brief discussion on landscaping, based on the Final Plan (Sheet LS-3). Color renderings of the building from SP #17-011 are provided as an attachment.

Landscaping (Per Final Plan – Sheet LS-3, dated July 11, 2008)

- Required – Sheet LS-3 shows two (2) planting beds on the north side of the building. Each planting bed has two (2) canopy trees, although one (1) tree is already planted by the Dollar Tree store; therefore, a total of three (3) canopy trees are required. Shrubs (Greenlane Euonymus) are shown in each planting bed that provide ground coverage for each planting bed. This design is repeated along the front of the exiting multi-tenant building.
- Proposed – zero landscaping
- Meets Requirements – **No**
- Comments – **The Planning Commission to determine if landscaping is required as shown on the Final Plan (Sheet LS-3).**

Building Materials (Section 6.1.1-PD Agreement)

- Required – Please refer to the previous discussion regarding the required building materials and building design standards under Project A.
- Proposed – The applicant intends to match the same colors, building materials, and general design elements as are found on the existing buildings in Hartland Plaza. The exterior renovations for building include re-facing the front (north) façade, which is the building entrance. Quik Brik is used as a running bond and soldier course. Columns are constructed with Quik Brik and have bases comprised of split face block and a cast stone cap. E.I.F.S. is used as accent bands and as trim on top of the columns and parapet wall. The parapet wall is intended to screen the rooftop HVAC units.

This same design wraps around the northwest corner of the building, for approximately 15 feet, except the coping on the top of the wall is eliminated on the side (west) façade. The remaining portion of the west façade is surfaced with E.I.F.S. The west side is not totally re-faced with Quik Brik as this side will become a common wall with a future building. The plans indicate the color of the E.I.F.S. in this area is to be white to match the color of the other E.I.F.S. elements on the building. In the Exterior Finish Materials Schedule, the product is indicated as EIFS-1. Staff would suggest that the elevation plans (Sheet A-251) be revised, so as to state the E.I.F.S. on the west façade be painted to match the Quik Brik color, similar to the proposed treatment of the south façade (noted as PT-1 in the Exterior Finish Materials Schedule). Another consideration is to allow for the E.I.F.S. on the west façade to be painted to match the Quik Brik color for a set period of time, and at the end of the set period of time, if a new building has not been constructed at the common wall, the subject wall area should be re-faced with Quik Brik to match the rest of the building.

The existing rear (south) façade is comprised of CMU which is to be painted to match the Quik Brik color (see PT-1 in the Exterior Finish Materials Schedule). A 2-foot extension of the parapet wall is proposed to screen the rooftop HVAC units.

Building Materials-Summary

Facade	CMU/Quik Brik	E.I.F.S.	Glazing
Front (north)	68%	14.5%	17.5%
Side (west)	13.6%	87.4%*	0%
Rear (south)	100%**	0%	0%

*Wall to be concealed by future construction

**Rear wall (existing CMU surface) to be painted to match Quik Brik color

- Meets Requirements? – **TBD**
- Comments – Based on the staff report dated September 2, 2008 (SP #468), approximately 12.9% of the building materials on the west elevation of the multitenant retail building is E.I.F.S. The Rural King (former Wal-Mart building) has horizontal bands comprised of split face block on each elevation and E.I.F.S. is used mainly for the top of the parapet wall along the roofline. Generally, the proposed building seems consistent with the style of the other buildings in the shopping center, and thus generally consistent with the PD Agreement, with some exceptions. **The Planning Commission to determine if the proposed design of the building and building materials are consistent with the PD Agreement and other buildings in the shopping center. Consideration to be given regarding the proposed paint color for the E.I.F.S. on the side (west) facade and establishing a timeframe for the E.I.F.S. to remain as shown.**

Dumpster Enclosure (Per PD Agreement Section 6.1.6. & Township Zoning Ordinance Section 5.7)

- Required – All dumpsters shall be screened from view of public roads by use of a screen wall. Dumpsters shall be completely enclosed and secured by a decorative masonry screen wall on three sides and steel reinforced, opaque lockable wooden gates. The screen wall shall be constructed with building materials that match or compliment the exterior façade materials of the building and be a minimum 6 feet in height. Concrete surface required within the enclosure and

extend a minimum 10 feet in front of the enclosure.

- Proposed – Dumpster enclosure located east side of the building, next to three (3) existing dumpster enclosures. The proposed enclosure is 9 feet in height, which matches the height of existing enclosures and is comprised of Quik Brik with a stone cap to match the building. Solid gates are provided and match existing dumpster gates on the adjacent enclosures. The concrete pad in front of enclosure complies with the 10-foot depth of concrete. Landscaping is not provided as the surrounding surfacing is asphalt.
- Meets Requirements? – **TBD**
- Comments – **Planning Commission to determine if the proposed height of the enclosure (9 feet) is acceptable.**

Other Requirements-Zoning Ordinance Standards

Nothing at this time.

Hartland Township DPW Review

Please see the review from the Hartland Township DPW Director dated March 18, 2021 (attached). DPW approves the final site plans subject to the contingencies noted in his letter.

Hartland Township Engineer's Review (HRC)

No comments at this time.

Hartland Deerfield Fire Authority Review

Please see the review letter from the Hartland Deerfield Fire Authority's office dated March 18, 2021. The Fire Marshal's office recommends site plan approval subject to the contingencies noted in the letter.

Attachments:

1. Hartland Township DPW Review letter dated, March 18, 2021 – *PDF version only*
2. Hartland Deerfield Fire Authority Review letter, dated March 18, 2021 – *PDF version only*
3. Final Plan Hartland Marketplace PD (Sheet 9.1), dated, July 21, 2009 – *PDF version only*
4. Draft version 5th Amendment to PD Agreement 06.08.2021 – *PDF version only*
5. Site Plans for Project A, dated March 26, 2021 – *PDF version only*
6. Site Plans for Project B, dated April 21, 2021 – *PDF version only*
7. Bldg. B – Color Elevation Drawings SP #17-011 – *PDF version only*
8. Project Narrative from Applicant – *PDF version only*

T:\PLANNING DEPARTMENT\PLANNING COMMISSION\2021 Planning Commission Activity\Site Plan Applications\SP #21-004 DQ Hartland Marketplace\Staff Report\SP 21-004 staff report TB 06.09.2021.docx



DEPARTMENT OF PUBLIC WORKS

Michael T. Luce, Public Works Director
2655 Clark Road
Hartland MI 48353
Phone: (810) 632-7498

TO: Planning Department
DATE: 03/18/2021
DEVELOPMENT NAME: Hartland Plaza
PIN#: 10490 Highland – 08-28-200-024

REVIEW TYPE: Site Plan

Site Plans for the proposed Hartland Plaza proposes a complete demolition and new construction of a portion the site located at 10490 Highland Rd. The property currently owns 54.10 Water REU's of which 42.17 are currently in use. As far as Sewer REU's, 37.88 are owned, currently the property is operating at 42.17 REU's leaving a deficiency of 4.29 REU's. This must be brought to current on the Sewer REU's before Public works will sign off on the project. As to building "B" in proposed project, there are currently 11.93 water REU's available on the property and 0 sewer REU's. Additional sewer REU's will need to be purchased for any tenant that is to occupy building "B".

	Sewer REUs	Water REUs
Owned	37.88	54.10
Required	42.17	42.17
REU Difference	(4.29)	11.93
Cost Each	\$9,439.20	\$5,816.10
Total Due Each	\$40,494.17	\$0.00
TOTAL REU COST	\$40,494.17	

Additional REU's may be required once proposed building #1 is occupied.
Public Works approves the above plans subject to applicant securing the required number of REUs and the inclusion of the following details on site and construction plans:

1. Water service lead location, size and materials including fittings.
2. Sanitary sewer material and sizes and connection detail sheet.
3. Monitoring manhole for sewer connection and location if required
4. Utility easements noted as public.
5. A note that all existing utility infrastructure within the development envelope is required to be upgraded to the current design and engineering standards.

Prior to interior construction, applicant will be required to purchase a water meter from the Township.

Please feel free to contact me with any further questions or comments regarding this matter, and thank you for your time.

Michael T Luce,
Public Works Director



HARTLAND DEERFIELD FIRE AUTHORITY
FIRE MARSHALS OFFICE

Hartland Area Fire Dept.
3205 Hartland Road
Hartland, MI. 48353-1825

Voice: (810) 632-7676

E-Mail: jwhitbeck@hartlandareafire.com

To: Hartland Township Planning Commission
Attn: Zoning Department

Re: Hartland Plaza's Request for Site Plan Review
10490 Highland Road, Hartland MI 48353

March 18, 2021

This office has reviewed the Hartland Plaza Site Plan dated 04-21-2021.

We have the following comments regarding both Unit #1 and Unit #2.

1. An address visible from the center of Highland Rd. right-of-way. (Ordinance #77-505.1)
2. Labeling of Mechanical Doors and occupancies on the back of the structure.
3. As it is already serviced by municipal water, we highly recommend evaluating the cost comparison and numerous substantial advantages to a fire suppression system throughout the building. Aside from the obvious protection of life and property, there are many cost savings in construction, along with insurance cost savings that will exceed the cost of the system day one or over the next few years.
4. All emergency lighting and exit signage to be wired to a dedicated and labeled circuit breaker. (Ordinance #77-506.1.2)
5. A Supra Brand lock box to be installed prior to obtaining the certificate of occupancy. An order form can be supplied by the Fire Department to be ordered. (Ordinance #77-506.1)
6. A LadderPort Ladder Receiver (Type 1, Type 2, Type 3 or Type 4) would be installed for equipment and/or appliances installed on the rooftop, in a location as agreed upon by this office. (MBC306.5 & Ordinance #77-5401.1) Exception: If the commercial building is 100% protected by an approved automatic fire suppression system, the access may be located in the interior of the building. (Ordinance #77-504.1.1.1)
7. Plans for a Commercial Hood Suppression System shall be submitted to Brighton Fire Department for review. Once approved the set of plans shall be picked up and taken to the Livingston County Building Department to pull a permit. *Note: UL300 system tests will be conducted using a "wet test" using an agent recommended by the manufacturer. (Ordinance #77-105.7.1.1)
8. Once structural work is complete, contact this office to schedule an Emergency Services Communications Test, the results of which may require a bi-directional amplifier be installed for interior emergency communications. (Ordinance #77-509)
9. A final walk through will be required to receive the Certificate of Occupancy to check on emergency lighting and extinguishers for proper placement and that they are in working order.

An Addendum is being added to this letter in regards to revitalizing the existing building at the back of the complex called the Hartland Marketplace Outlot. The same parameters stated above for the new structures apply to this portion of the complex also. If there are any questions or concerns please let me know.

The Fire Marshals office approves with the above contingencies the submittal. Any revised drawings affecting the Fire Department must be submitted for review.

Yours In Fire Safety,

A handwritten signature in black ink, appearing to read "Jenn Whitbeck". The signature is fluid and cursive, with the first name "Jenn" and last name "Whitbeck" clearly distinguishable.

Jenn Whitbeck

**FIFTH AMENDMENT TO HARTLAND MARKETPLACE
PLANNED DEVELOPMENT AGREEMENT**

Between

HARTLAND TOWNSHIP,

HARTLAND PLAZA LLC,

**NOBLE APPLIANCE CENTER LLC AND RK HOLDINGS, LLP, AS SUCCESSOR TO
WAL-MART REAL ESTATE BUSINESS TRUST**

This Fifth Amendment ("Fifth Amendment"), is made this ___ day of _____, 2021, by and among the Township of Hartland, a Michigan municipal corporation ("Township"), 2655 Clark Road, Hartland, Michigan 48353, Hartland Plaza LLC, a Michigan limited liability company, whose address is 4198 Orchard Lake Road, Suite 250 Orchard Lake, Michigan ("Hartland Plaza"), Noble Appliance Center LLC, a Michigan limited liability company, whose address is _____ ("Noble") and RK Holdings, LLP, an Illinois limited liability partnership, transacting business as Rural King, whose local address is _____ ("RK", who together with Noble is collectively referred as "Successor").

RECITALS

- A. On October 31, 2007, the Township and 23-RDC, as the then partial owner of the land subject to development, entered into a Planned Development Agreement (the "Agreement") for the real property located in Hartland Township, Livingston County, Michigan described in the attached Exhibit A, which is made a part of this document (the "Land").
- B. The Agreement was recorded as Instrument No. 2007R-036785 Livingston County Records, on November 9, 2007.
- C. On December 18, 2007, the Township and 23-RDC executed a First Amendment to the Agreement, which was recorded at Instrument No. 2008R-000932, Livingston County Records, on January 10, 2008.
- D. On May 21, 2008, the Township, 23-RDC and Wal-Mart executed a Second Amendment to the Agreement, which was recorded at Instrument No. 2008R-021399, Livingston County Records, on July 11, 2008.
- E. On October 7, 2008, the Township, 23-RDC, and Wal-Mart entered into a Third Amendment to Hartland Marketplace Planned Development Agreement, which was recorded at Instrument No. 2009R-002057, Livingston County Records, on January 29, 2009.
- F. On December 11, 2008, the Township, 23-RDC, and Wal-Mart entered into a Fourth Amendment to Hartland Marketplace Planned Development Agreement,

which was recorded as Instrument No. 2009R-004020 Livingston County Records, on February 19, 2009.

- G. Successor has succeeded in title to the interest previously held by Wal-Mart, who no longer possesses an interest in the Land.
- H. Hartland Plaza has acquired title to the property previously titled in the name of 23-RDC, and the present parties desire to amend the Agreement, as previously amended, to revise the maximum number and the design and layout of the permitted drive-up and service windows for certain identified Improvements, as more fully identified in this Fifth Amendment.

NOW, THEREFORE, it is hereby agreed as follows:

- 1. Sections 3.1.17 and 3.1.18 of the Agreement are hereby deleted in their entirety, and shall be replaced with the following:

3.1.17. Free-standing or in-line restaurants with outdoor seating, provided they meet the requirements of the Township's Zoning Ordinance, including Section 10.02.KK. Drive-in or drive through service or live entertainment shall be permitted as specifically allowed pursuant to this Agreement or by separate approval of the Township, as evidenced by the approval of a site plan of Owner or its designee, that provides for a Drive -in or drive through service with dedicated drive in lanes, as part of the Improvements.

3.1.18. Drive-up or drive-through service windows shall be permitted, provided they are approved by the Planning Commission in a Site Plan Review and in compliance with the standards outlined in the Planned Development Agreement and/or the Township Zoning Ordinance.

- 2. Except as amended hereby, the provisions of the Agreement, as previously amended, shall remain in effect.

In Witness whereof, we have signed this Fifth Amendment on the date appearing in the first paragraph, above.

(Signatures appear on following page)

TOWNSHIP OF HARTLAND, a Michigan
municipal corporation

By: _____

Its: _____

HARTLAND PLAZA LLC, a Michigan limited
liability company

By: _____

Its: _____

NOBLE APPLIANCE CENTER LLC, a Michigan
limited liability company

By: _____

Its: _____

RK HOLDINGS, LLP, an Illinois limited liability
partnership, transacting business as Rural King

By: _____

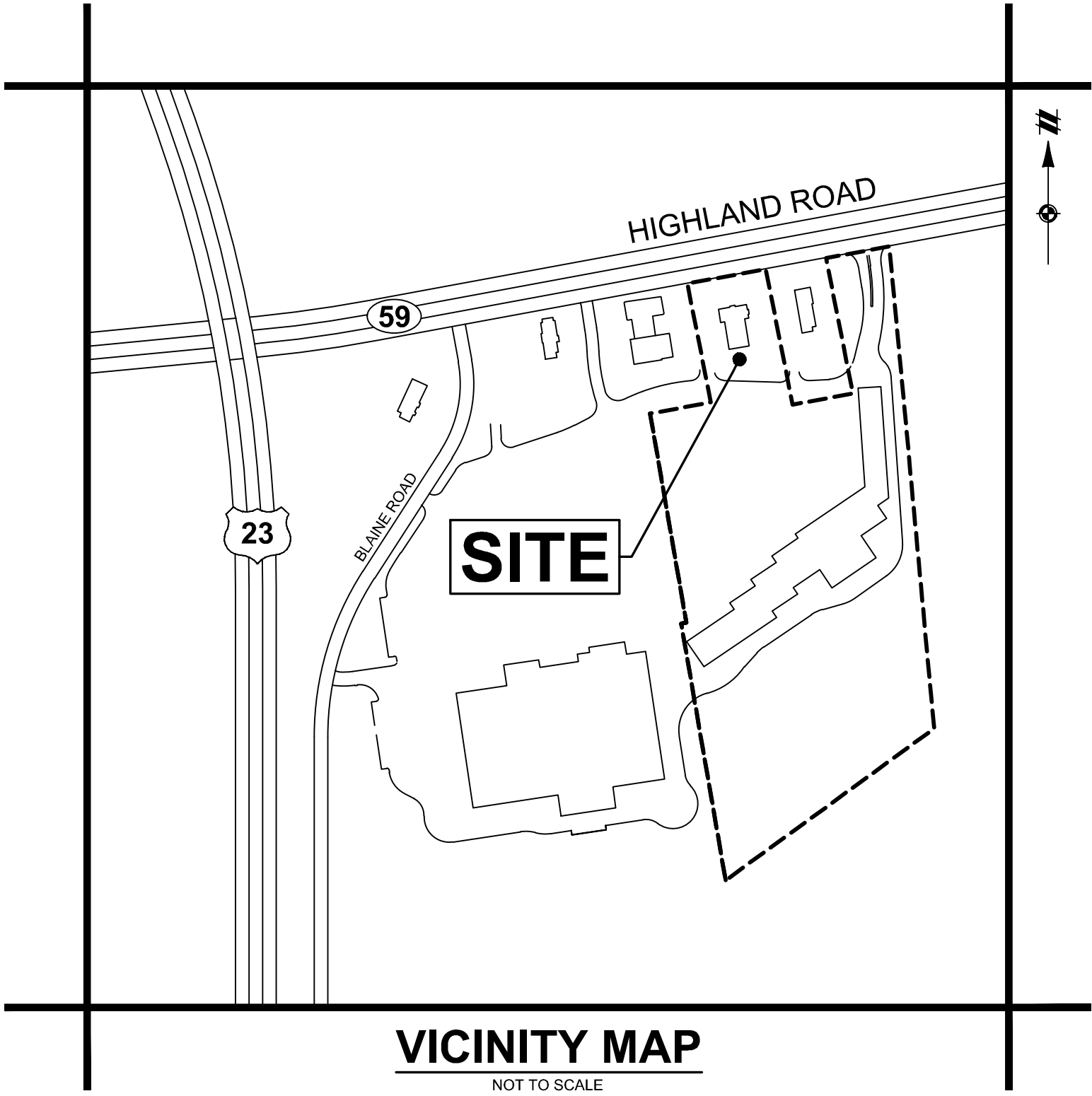
Its: _____

18090591.1

HARTLAND PLAZA

HARTLAND MARKETPLACE
10490 HIGHLAND ROAD
HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN 48353
TAX ID: 08-28-200-024

SITE PLANS



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

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

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

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SOUTHFIELD, MI 48076
248.447.2050

DEVELOPMENT TEAM

DEVELOPER
SYMMETRY PROPERTY MANAGEMENT
4198 ORCHARD LAKE ROAD, STE 250
ORCHARD LAKE, MI 48232
PHONE: (248) 465-0200
CONTACT: FRANK JARBOU

ARCHITECT
CITYSCAPE ARCHITECTS, INC
40850 GRAND RIVER AVE., STE. 200
NOVI, MI 48375
PHONE: (248) 463-7796
CONTACT: DERRICK MROZ

CIVIL ENGINEER
ATWELL, LLC
12475 23 MILE ROAD, SUITE 200
SHELBY TWP., MI 48315
CONTACT: MICHAEL McPHERSON
PHONE: 586-786-9800
EMAIL: mmcpherson@atwell-group.com

GOVERNING AGENCIES / UTILITY CONTACTS

PLANNING DEPARTMENT
2655 CLARK ROAD
HARTLAND, MI 48353
CONTACT: TROY LANGER
PHONE: 810-632-7498
EMAIL: tlanger@hartlandtwp.com

GAS
CONSUMERS ENERGY
1015 S. LATSON RD.
HOWELL, MI 48843

TELEPHONE
AT&T
421 EAST GRAND RIVER
HOWELL, MI 48843

SOIL EROSION
LIVINGSTON COUNTY DRAIN COMMISSIONER
2300 E. GRAND RIVER, SUITE 105
HOWELL, MI 48843
PHONE: 517-546-0040

ELECTRIC
DTE ENERGY
ONE ENERGY PLAZA, RM 1230 WCB
DETROIT, MI 48226

WATER & SEWER
HARTLAND TOWNSHIP PUBLIC WORKS
3191 HARTLAND ROAD
HARTLAND, MI 48353
CONTACT: ROBERT WEST
PHONE:

BUILDING A PROPERTY DESCRIPTION

DESCRIPTION OF HARTLAND MARKETPLACE PROPERTY

SEC 21/28 PART OF SE 1/4 SEC 21 & PART OF NE 1/4 SEC 28 T3N R6E COMM S 1/4 COR SEC 21, TH N01°26'10"E 154.42 FT ALG N-S 1/4 LN SEC 21; TH N84°26'03"E 926.61 FT ALG C/L M-59 TO POB; TH CONT N84°26'03"E 207.82 FT ALG C/L M-59; TH S06°24'46"E 360.19 FT; TH N84°26'03"E 160.00 FT; TH N06°24'46"W 360.19 FT; TH N84°26'03"E 168.03 FT ALG C/L M-59; TH S00°29'31"E 1263.43 FT; TH S58°46'30"W 673.18 FT; TH N04°59'38"W 680.38 FT; TH N85°00'22"E 13.62 FT; TH N04°59'38"W 553.83 FT; TH N84°26'03"E 161.03 FT; TH N06°20'39"W 316.00 FT TO POB, CONT 18.16 AC M/L

PROJECT NARRATIVE

THIS PROJECT PROPOSES TO DEMOLISH AN EXISTING DAIRY QUEEN AND ASSOCIATED PARKING LOT AND CONSTRUCT TWO NEW BUILDINGS. EACH BUILDING INCLUDES A TENANT SPACE FOR A DRIVE-THRU FACILITY.

FLOODPLAIN NOTE

PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MAP (MAP NO. 26093C0238D DATED 9/17/2008 (NON-PRINTED MAP), THE SITE LIES WITHIN ZONE X WHICH ARE AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

WETLANDS

THERE ARE NO EXISTING WETLANDS ON-SITE.

SHEET INDEX


- | | |
|-----|--|
| C01 | COVER SHEET |
| C02 | SITE LAYOUT PLAN |
| C03 | PRELIMINARY STORMWATER MANAGEMENT PLAN |
| C04 | UTILITY PLAN |
| C05 | LANDSCAPE PLAN |
| C06 | LANDSCAPE DETAILS |
| C07 | STANDARD DETAILS |

ATTACHED PLANS
TOPOGRAPHIC SURVEY
PHOTOMETRIC PLAN
FLOOR PLANS
ELEVATIONS

08-28-200-024
10490 HIGHLAND ROAD
HARTLAND TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN

SYMMETRY PROPERTY MANAGEMENT
HARTLAND MARKETPLACE
HARTLAND PLAZA
SITE PLANS
COVER SHEET

DATE	JUNE 14, 2017
REVISIONS/SUBMITTALS	
06-14-2017 TWP. SUBMITTAL	
07-05-2017 PER TWP COMMENT	
07-31-2017 PER TWP COMMENT	
08-09-2017 PER TWP COMMENT	
08-28-2017 PER TWP COMMENT	
02-12-2021 SUBMIT TO TWP	
03-26-2021 PER TWP COMMENT	


DRAWN BY: EM
CHECKED BY: EM
PROJECT MANAGER: MMC
JOB #: 17000262
FILE CODE: SP
SHEET NO. C01



LEGEND

	PROPERTY LINE		PEDESTRIAN CROSSWALK
	CURB & GUTTER		PAINTED STOP BAR W/ STOP SIGN
	SIDEWALK		TRAFFIC FLOW ARROWS
	CONCRETE		PROPOSED SIGN
	STANDARD DUTY ASPHALT		PARKING ROW COUNT
	HEAVY DUTY ASPHALT		ACCESSIBLE PARKING SPACE
	BOULDER WALL (DETAIL ON C07)		LIGHT POLE
	EXISTING OVERHEAD LINES		SIDEWALK RAMP
	EXISTING GUY WIRE		EXISTING UTILITY POLE

NOTES

- REFERENCE THE STANDARD NOTES SHEET FOR ADDITIONAL INFORMATION.
- FOR ALL APPLICABLE CONSTRUCTION DETAILS REFERENCE THE STANDARD DETAILS SHEET(S) AND ANY MUNICIPAL/JURISDICTIONAL DETAILS ATTACHED TO THIS PLAN SET.
- REFERENCE THE ALTA/ACSM LAND TITLE SURVEY FOR ADDITIONAL EXISTING FEATURES AND PROPERTY BOUNDARY INFORMATION.
- ALL DIMENSIONS ARE TO EDGE OF BUILDING, FACE OF CURB, OR EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.
- REFERENCE ARCHITECTURAL / FOUNDATION PLANS FOR BUILDING DIMENSIONS.
- ALL RADII ARE 5' UNLESS OTHERWISE NOTED.
- ALL SIDEWALK ADJACENT TO THE BUILDING SHALL BE INTEGRAL WALK UNLESS OTHERWISE NOTED.
- LIGHT POLE LOCATIONS ARE SHOW FOR REFERENCE ONLY.

SITE DATA

PARCEL SUMMARY

PARCEL ID	PARCEL SIZE	ZONING
08-28-200-024	18.16	PD

BUILDING AREA SUMMARY

TENANT	GROSS AREA	USEABLE AREA
TENANT 1	2,453 SF	1,962 SF (80%)
TENANT 2	4,720 SF	3,776 SF (80%)
TOTAL	7,173 SF	5,738 SF (80%)

BUILDING SETBACKS

FRONT SETBACK	80'
SIDE SETBACK	15'
REAR SETBACK	N/A

STANDARD PARKING SUMMARY

REQUIRED	PROVIDED	FORMULA
26 SPACES	52	*4.5/1,000 SF UFA
*PER HARTLAND MARKETPLACE PLANNED DEVELOPMENT AGREEMENT THE REQUIRED PARKING RATIO FOR THIS DEVELOPMENT IS 4.5 SPACES PER 1,000 SQUARE FEET OF USEABLE FLOOR AREA. USEABLE FLOOR AREA IS CALCULATED AS 80% OF THE GROSS SQUARE FEET.		

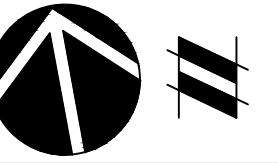
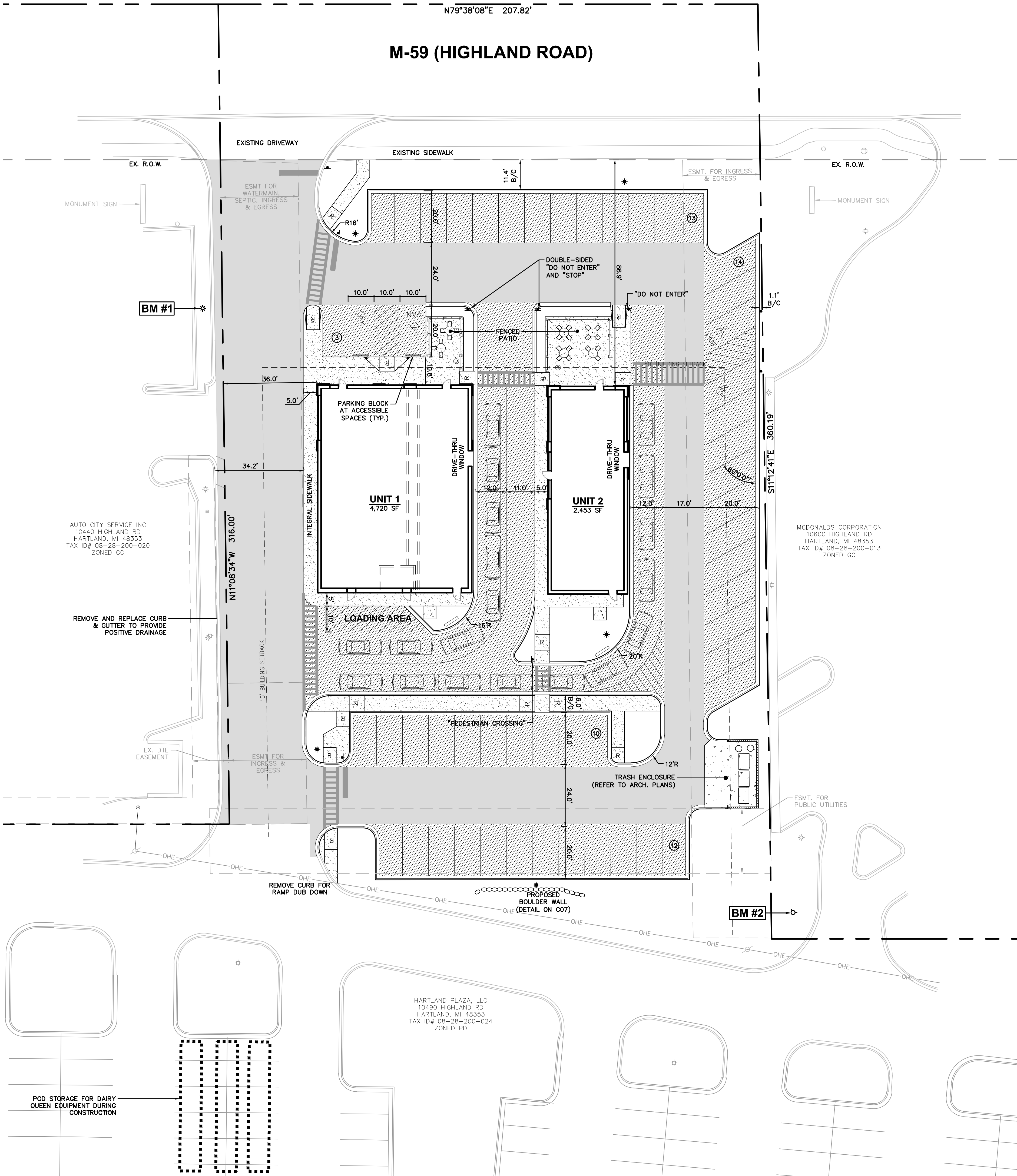
ACCESSIBLE PARKING SUMMARY

TYPE	PROVIDED	REQUIRED	FORMULA
STANDARD	4 SPACES	3 SPACES	51-75 TOTAL
VAN	1 SPACE	1 SPACE	1/6 ACCESSIBLE

SITE BENCHMARKS

BENCHMARK #1:
CHISELED "X" IN EAST SIDE OF CONCRETE LIGHT POLE
BASE
N: 413724.77 E: 13290759.67
ELEV: 975.70 (NAVD88)

BENCHMARK #2:
ARROW ON FIRE HYDRANT LOCATED AT THE SOUTHEAST
END OF THE SITE
N: 413536.75 E: 13291023.80
ELEV: 974.91 (NAVD88)



Know what's Below.

Call before you dig.

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08-28-200-024

10490 HIGHLAND ROAD

HARTLAND TOWNSHIP

LIVINGSTON COUNTY, MICHIGAN

SYMMETRY PROPERTY MANAGEMENT

HARTLAND MARKETPLACE

HARTLAND PLAZA

SITE PLANS

SITE LAYOUT PLAN

DATE

JUNE 14, 2017

REVISIONS/SUBMITTALS

06-14-2017 TWP. SUBMITTAL

07-05-2017 PER TWP COMMENT

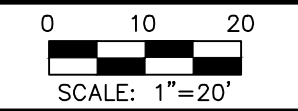
07-31-2017 PER TWP COMMENT

08-09-2017 PER TWP COMMENT

08-28-2017 PER TWP COMMENT

02-12-2021 SUBMIT TO TWP

03-26-2021 PER TWP COMMENT



SCALE: 1"=20'

DRAWN BY: EM

CHECKED BY: EM

PROJECT MANAGER: MMG

JOB #: 17000262

FILE CODE: SP

SHEET NO.

C02

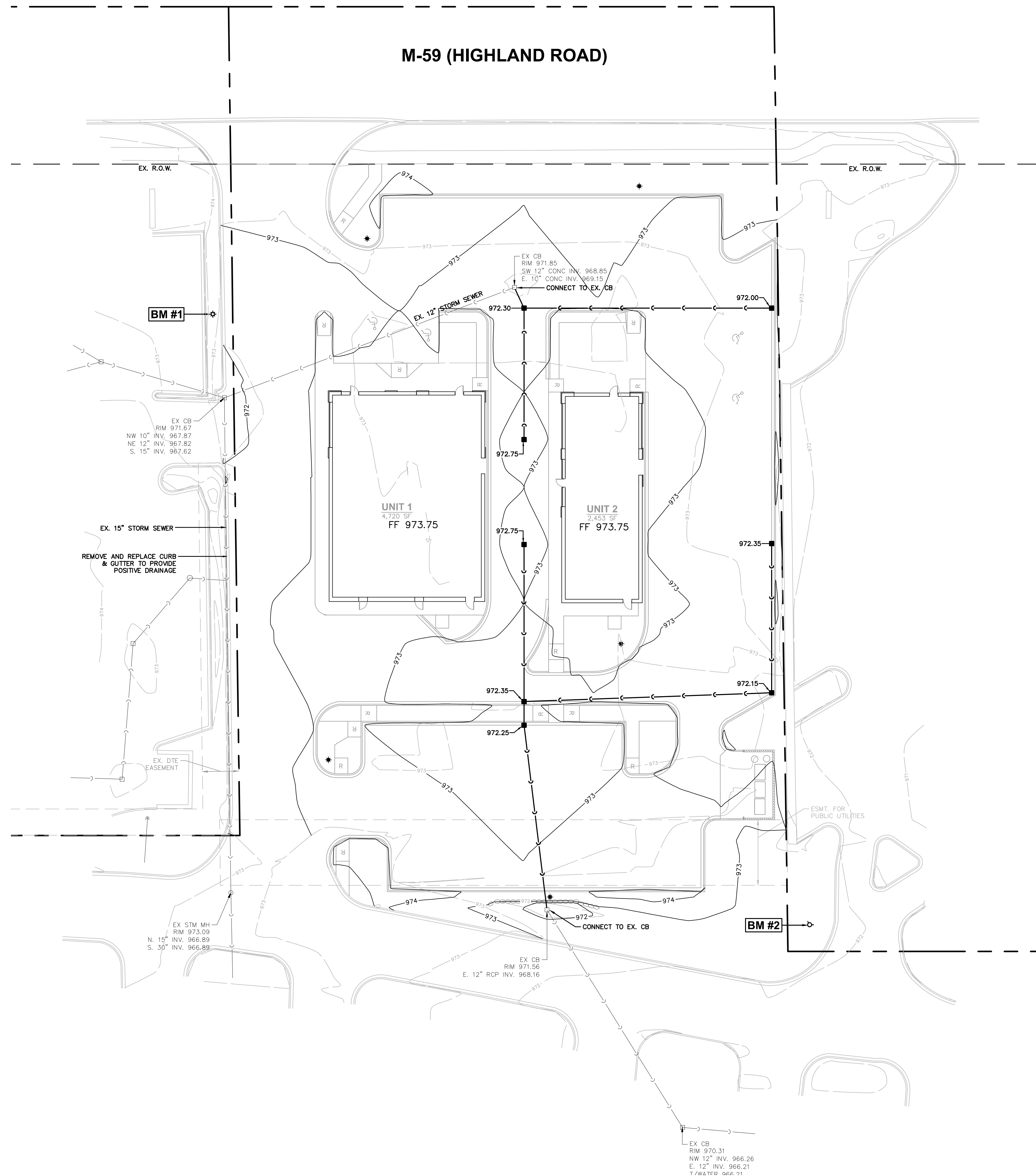
NOT FOR CONSTRUCTION

- PROPERTY LINE
- 500' PROPOSED CONTOUR
- 500' EXISTING CONTOUR
- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- ● EXISTING / PROPOSED MANHOLE
- ■ EXISTING / PROPOSED CATCH BASIN

THE STORM SEWER SYSTEM FOR THIS PROJECT PROPOSES TO CONNECT TO THE EXISTING SITE STORM SEWER SYSTEM WHICH IS PART OF THE HARTLAND MARKETPLACE PLANNED DEVELOPMENT. DETENTION AND WATER QUALITY FOR THIS SITE IS PROVIDED IN THE HARTLAND MARKETPLACE DETENTION BASIN.

BENCHMARK #1:
CHISELED "X" IN EAST SIDE OF CONCRETE LIGHT POLE
BASE
N:413724.77 E:13290759.67
ELEV: 975.70 (NAVD88)

BENCHMARK #2:
ARROW ON FIRE HYDRANT LOCATED AT THE SOUTHEAST
END OF THE SITE
N: 413536.75 E: 13291023.80
ELEV: 974.91 (NAVD88)



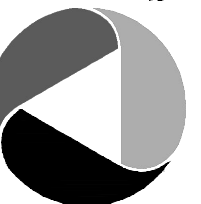
Call before you dig

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NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE
RESPONSIBILITY OF THE CONTRACTOR;
EITHER THE OWNER NOR THE ENGINEER
SHALL BE EXPECTED TO ASSUME ANY
RESPONSIBILITY FOR SAFETY OF THE
WORK, OF PERSONS ENGAGED IN THE
WORK, OF ANY NEARBY STRUCTURES, OR
OF ANY OTHER PERSONS.

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08-28-200-024

10490 HIGHLAND ROAD

HARTLAND TOWNSHIP

LIVINGSTON COUNTY, MICHIGAN

SYMMETRY PROPERTY MANAGEMENT

HARTLAND MARKETPLACE

SITE PLANS

PRELIMINARY STORMWATER
MANAGEMENT PLAN

ATE

JUNE 14, 2017

REVISIONS/SUBMITTALS

06-14-2017 TWP. SUBMITTAL

07-05-2017 PER TWP COMME

07-31-2017 PER TWP COMME

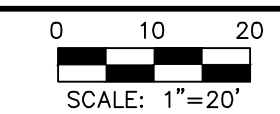
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08-09-2017 PER TWP COMMI

08-28-2017 PER TWP COMME

02-12-2021 SUBMIT TO TWP

03-26-2021 PER TWP COMM



RAWN BY: EM

HECKED BY: EM

PROJECT MANAGER: MM

OB #: 17000262

FILE CODE: SP

SHEET NO.

C03

LEGEND

	PROPERTY LINE		EXISTING / PROPOSED MANHOLE
	EXISTING STORM SEWER		EXISTING / PROPOSED HYDRANT
	EXISTING SANITARY SEWER		EXISTING / PROPOSED VALVE
	EXISTING WATER		EXISTING / PROPOSED LIGHT POLE
	EXISTING GAS		EXISTING UTILITY POLE
	EXISTING OVERHEAD LINE		EXISTING PHONE/DATA PEDESTAL
	EXISTING UNDERGROUND ELECTRIC		PROPOSED TRANSFORMER
	EXISTING UNDERGROUND PHONE/DATA		PROPOSED GREASE TRAP
	PROPOSED SANITARY SEWER		
	PROPOSED WATER		
	PROPOSED GAS		
	PROPOSED UNDERGROUND ELECTRIC		
	PROPOSED UNDERGROUND PHONE/DATA		
	PROPOSED GRANULAR BACKFILL		

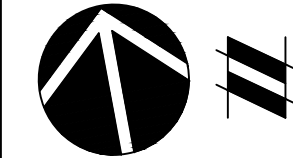
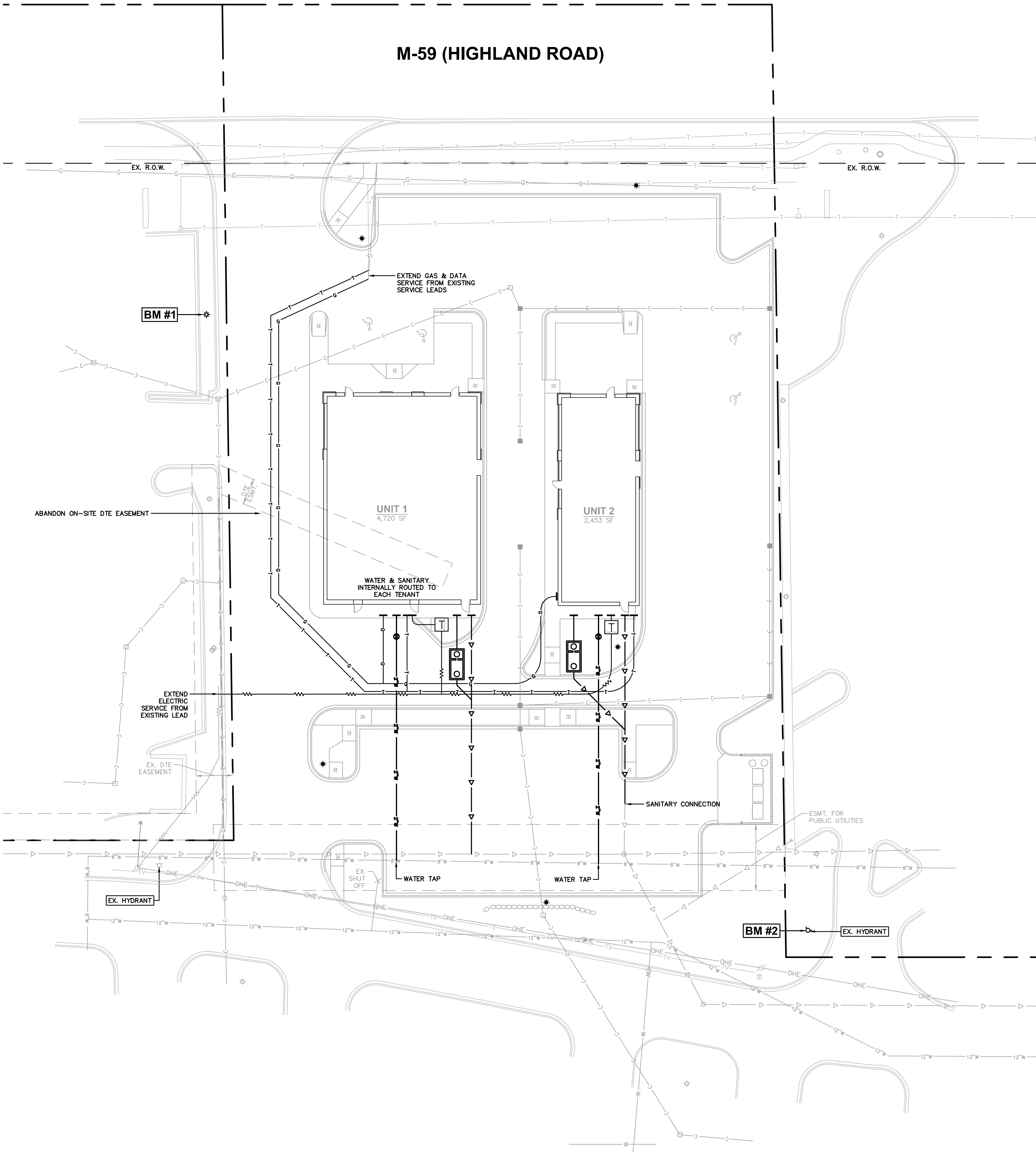
NOTES

1. CONTRACTOR SHALL COORDINATE ALL UTILITY CONNECTIONS WITH UTILITY COMPANY OR AUTHORITY HAVING JURISDICTION PRIOR TO START OF CONSTRUCTION.
2. CONTRACTOR SHALL CALL "MISS DIG" AT LEAST THREE (3) WORKING DAYS PRIOR TO CONSTRUCTION.
3. FRANCHISE UTILITY LOCATIONS SHOWN FOR REFERENCE ONLY. OWNER/CONTRACTOR TO COORDINATE FRANCHISE UTILITY SERVICE CONNECTIONS, PERMITTING, ROUTING, ETC. WITH UTILITY COMPANIES.
4. ALL SANITARY SEWER LEAD SHALL BE 6" PVC SDR 23.5 WITH MINIMUM 1% SLOPE.

SITE BENCHMARKS

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CHISELED "X" IN EAST SIDE OF CONCRETE LIGHT POLE
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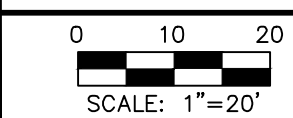
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08-28-200-024
10490 HIGHLAND ROAD
HARTLAND TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN

SYMMETRY PROPERTY MANAGEMENT
HARTLAND MARKETPLACE
HARTLAND PLAZA
SITE PLANS
UTILITY PLAN

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03-26-2021 PER TWP COMMENT	



SCALE: 1"=20'

DRAWN BY: EM

CHECKED BY: EM

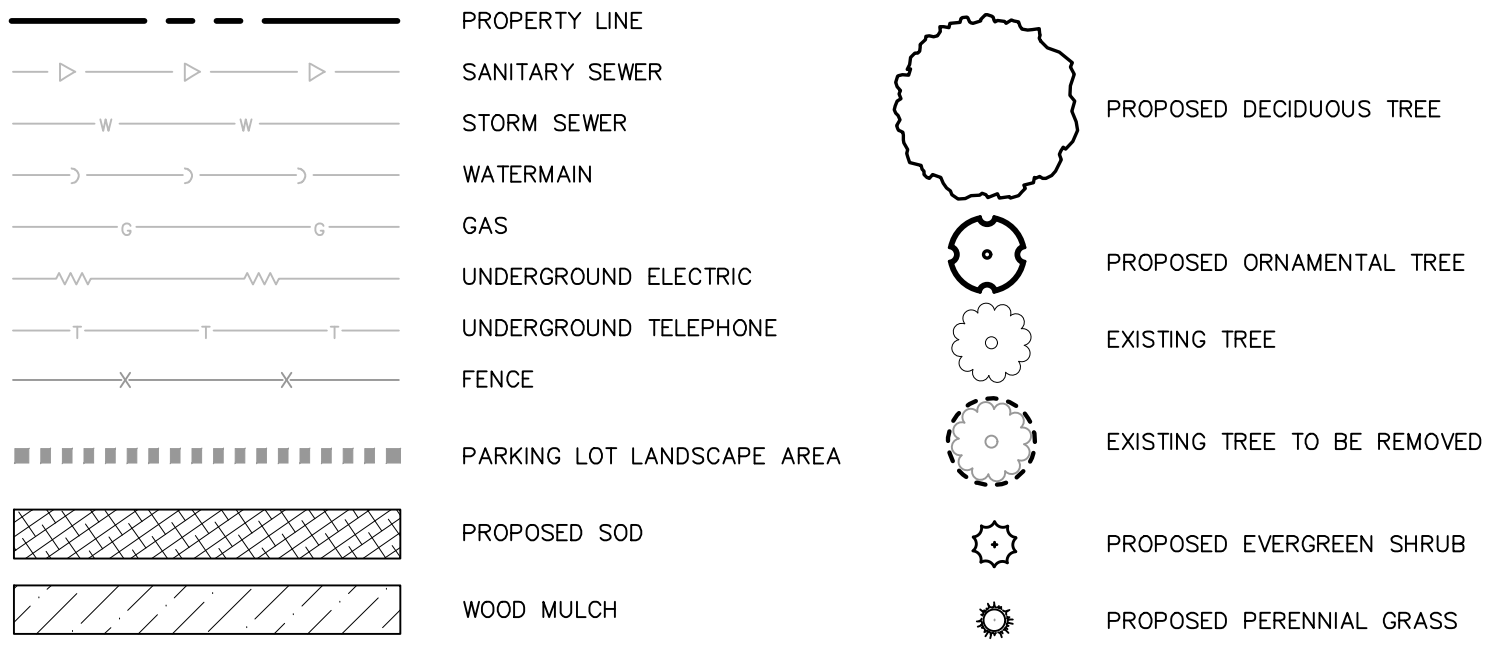
PROJECT MANAGER: MMG

JOB #: 17000262

FILE CODE: SP

SHEET NO. **C04**

LEGEND



PLANT KEY

PA (3) ← PLANT QUANTITY
← PLANT KEY (REFER TO SCHEDULE)

NOTES

- CONTRACTOR SHALL PROVIDE AN IRRIGATION DESIGN FOR ALL ON-SITE SOD AREAS WITHIN THE LIMITS OF DISTURBANCE AND PROVIDE TO OWNER PRIOR TO CONSTRUCTION.
- ALL PLANT MATERIAL SHALL MEET CURRENT AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS.
- ALL LANDSCAPED AREAS SHALL BE AUTOMATICALLY IRRIGATED.
- ALL TREES UNDER 4 INCHES IN DIAMETER MUST BE PROTECTED AND SUPPORTED BY TREE GUARDS.
- ALL PROPOSED TREE PLANTING SHOULD BE COORDINATED WITH EXISTING AND PROPOSED UTILITIES.

LANDSCAPE REQUIREMENTS SUMMARY

LANDSCAPE REQUIREMENTS BELOW ARE TAKEN FROM "DAIRY QUEEN OUTLOT LANDSCAPE REQUIREMENTS" AS OUTLINED IN THE HARTLAND MARKETPLACE PLANNED DEVELOPMENT FINALS PLANS

ITEM	QTY PROVIDED	QTY REQUIRED	FORMULA
FRONTAGE DEC/EVERGREEN TREE	4 TREES*	4 TREES	1/40 LF FRONTAGE (170 LF)
FRONTAGE ORNAMENTAL TREE	2 TREES	2 TREES	1/100 LF FRONTAGE (170 LF)
FRONTAGE SHRUB	46 SHRUBS	34 SHRUBS	8/40 LF FRONTAGE (170 LF)
PARKING LOT LANDSCAPE AREA	1,435 SF	1,140 SF	20 SF/PARKING SPACE (57 SPACES)
PARKING LOT DECIDUOUS TREE	4 TREES	4 TREES	1/320 SF REQ. LANDSCAPE AREA
FACADE LANDSCAPE AREA	330 SF**	160 SF	2 SF/1 LF BUILDING AT GRADE

*INCLUDES 1 EXISTING MAPLE TREE

**FACADE LANDSCAPING IS PROVIDED ALONG UNIT 1 & 2 PATIOS

PLANTING SCHEDULE

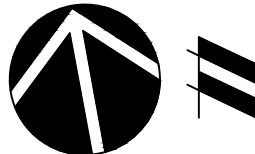
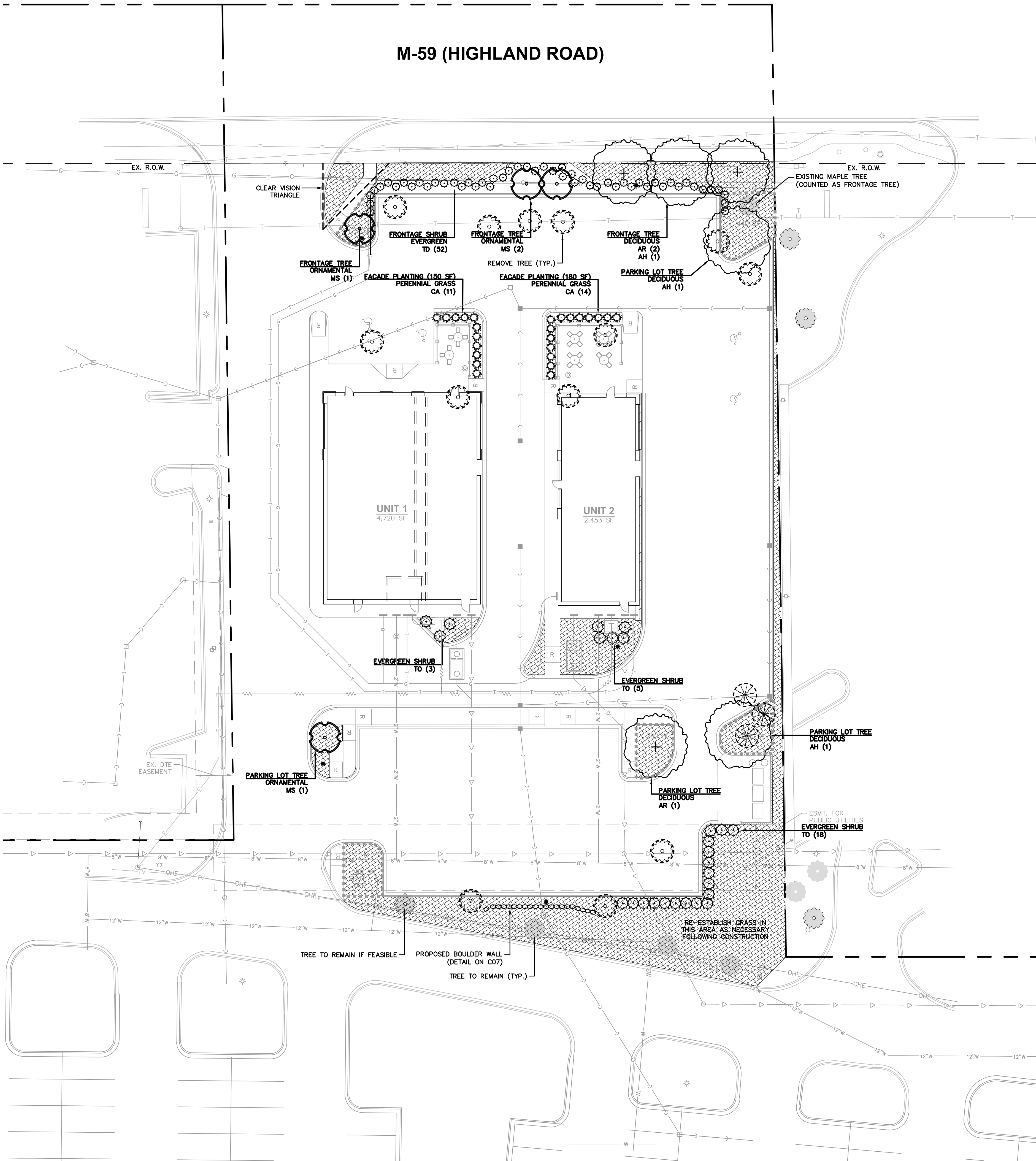
KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	NOTES
AR 03	ACER RUBRUM	'RED MAPLE'	3" CAL.	8' HT.	B & B	
AH 03	CARPINUS CAROLINIANA	AMERICAN HORNBEAM	3" CAL.	8' HT.	B & B	
MS 04	MALUS SARGENTII	SARGENT CRAB	2" CAL.	N/A	B & B	
TO 26	THUJA OCCIDENTALIS 'TECHNY'	TECHNY ARBORVITAE		4' HT.	CONT.	
CA 25	CALAMAGROSTIS ARUNDINACEA	'KARL FOERSTER'	2 GAL.	N/A	CONT.	
TD 52	TAXUS DENSIFORMIS	DENSIFORMIS YEW	30" HT.*	N/A	3 GAL	

*NOTE: TAXUS DENSIFORMIS MUST BE 30" HEIGHT AT THE TIME OF PLANTING

SEED MIX

GRASS SEED MIX - GEOTURF MDOT CLASS A - 40% CREEPING RED FESCUE, 30% KENTUCKY BLUEGRASS, 30% PERENNIAL RYEGRASS OR APPROVED EQUAL. BAG SIZE 50 LB. RECOMMENDED SEEDING RATE 220 LB/ACRE. CSI GEOTURF (WWW.GEOTURF.COM) 1225 76TH STREET, SW BYRON CENTER, MI 49315 (615) 583-0588

TEMPORARY SEED MIX - GEOTURF MDOT TSM - 50% SPRING OATS, 50% PERENNIAL RYEGRASS OR APPROVED EQUAL. BAG SIZE 50 LB. RECOMMENDED SEEDING RATE 100-200 LB/ACRE. CSI GEOTURF (WWW.GEOTURF.COM) 1225 76TH STREET, SW BYRON CENTER, MI 49315 (615) 583-0588



Know what's Below.

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03-26-2021 PER TWP COMMENT



DRAWN BY: EM

CHECKED BY: EM

PROJECT MANAGER: MMG

JOB #: 17000262

FILE CODE: SP

SHEET NO.

C05

NOT FOR CONSTRUCTION

CAD FILE: K:\17000262\DWG\PLAN SET\0 SITE PLANS\17000262-C05-05

GENERAL NOTES

1. LANDSCAPE CONTRACTOR (CONTRACTOR) SHALL VISIT SITE, INSPECT EXISTING CONDITIONS AND REVIEW PROPOSED PLANTINGS AND RELATED WORK. LANDSCAPE CONTRACTOR TO VERIFY ALL UTILITY LOCATIONS ON PROPERTY WITH THE GENERAL CONTRACTOR AND BY CALLING 811 PRIOR TO STAKING PLANT LOCATIONS. IN CASE OF DISCREPANCY BETWEEN PLAN AND PLANT LIST, OWNER SHALL GOVERN QUANTITIES CONTACT LANDSCAPE ARCHITECT AND/OR OWNER'S REPRESENTATIVE WITH ANY CONCERNS. SIZES SPECIFIED IN THE PLANT LIST ARE MINIMUM SIZES TO WHICH THE PLANTS ARE TO BE INSTALLED.
2. PRIOR TO ANY LAND CLEARING OR CONSTRUCTION, TREE PROTECTION FENCING IS TO BE INSTALLED BY THE CONTRACTOR. THIS FENCING SHALL BE INSTALLED AT THE DRIP LINE OF ALL TREES AND SHRUBS AND MUST BE MAINTAINED AS APPROVED FOR THE DURATION OF THE PROJECT. NO CUTTING, FILLING OR TRESPASSING SHALL OCCUR INSIDE THE FENCED AREAS.
3. LANDSCAPE CONTRACTOR SHALL COORDINATE THE PHASES OF CONSTRUCTION AND PLANTING INSTALLATIONS WITH OTHER CONTRACTORS WORKING ON SITE.
4. WHERE EXISTING TREES AND/OR SIGNIFICANT SHRUBS MASSINGS ARE FOUND ON SITE, WHETHER SHOWN ON THE DRAWING OR NOT, THEY SHALL BE PROTECTED AND SAVED UNLESS NOTED TO BE REMOVED AND/OR ARE IN AN AREA TO BE GRADED, ANY QUESTION REGARDING WHETHER PLANT MATERIAL SHOULD REMAIN OR NOT SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND/OR OWNER'S REPRESENTATIVE PRIOR TO REMOVAL.
5. ALL EXISTING TREES TO REMAIN TO BE FERTILIZED AND PRUNED TO REMOVE DEAD WOOD AND DAMAGED OR RUBBING BRANCHES.
6. NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS REQUESTED OF THE LANDSCAPE ARCHITECT AND OWNER BY THE LANDSCAPE CONTRACTOR PRIOR TO INSTALLATION.
7. ALL PLANT MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSERYMEN. ALL LANDSCAPING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE STANDARDS OF THE AUTHORITY HAVING JURISDICTION AND IN ACCORDANCE WITH CURRENT INDUSTRY STANDARDS IN A NEAT, HEALTHY AND WEED FREE CONDITION.
8. CONTRACTOR WILL SUPPLY FINISHED GRADE AND EXCAVATE AS NECESSARY TO SUPPLY 4" TOPSOIL DEPTH IN ALL PLANTING BEDS AND 4" TOPSOIL DEPTH IN ALL LAWN AREAS. BACKFILL AND CROWN PARKING LOT ISLANDS 6" ABOVE ADJACENT CURBS WITH TOPSOIL. BACKFILL DIRECTLY BEHIND ALL CURBS AND ALONG SIDEWALKS AND COMPACT TO TOP OF CURB OR WALK TO SUPPORT VEHICLE AND PEDESTRIAN WEIGHT WITHOUT SETTLING.
9. ACCEPTANCE OF GRADING AND SOD/SEED SHALL BE BY LANDSCAPE ARCHITECT AND/OR PROJECT REPRESENTATIVE. THE LANDSCAPE CONTRACTOR SHALL ASSUME MAINTENANCE RESPONSIBILITY UNTIL FINAL ACCEPTANCE HAS BEEN RECEIVED. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, REPLACEMENT OF WASH-OUTS AND OTHER OPERATIONS NECESSARY TO KEEP SOD/SEED IN A THRIVING CONDITION. UPON FINAL ACCEPTANCE BY LANDSCAPE ARCHITECT AND/OR OWNER'S REPRESENTATIVE, THE OWNER WILL ASSUME ALL MAINTENANCE RESPONSIBILITIES.
10. PLANT MATERIAL LOCATIONS SHOWN ARE DIAGRAMMATIC AND MAY BE SUBJECT TO CHANGE IN THE FIELD AS REQUIRED.
11. REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO THE OWNER.
12. OWNER OR OWNER'S REPRESENTATIVE SHALL INSPECT LANDSCAPE INSTALLATION AND HAVE THE RIGHT TO REJECT AND WITHOLD PAYMENT ON ANY PLANT MATERIAL(S) OF DAMAGED OR POOR QUALITY OR NOT MEETING SPECIFICATIONS.
13. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEAN-UP OF SITE AT THE COMPLETION OF LANDSCAPING EACH DAY. AT ALL TIMES THE SIDEWALKS SHALL BE MAINTAINED CLEAN AND FREE OF DEBRIS. REMOVE SURPLUS SOIL AND WASTE MATERIAL. TRASH AND DEBRIS FROM THE SITE AND LEGALLY DISPOSE OF SAME IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL CODES AND REGULATIONS.
14. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR SOIL, EROSION AND DUST CONTROL MEASURES PRIOR TO AND DURING CONSTRUCTION. THE LANDSCAPE CONTRACTOR SHALL PREVENT EROSION OF SOIL AND ENTRY OF SOIL-BEARING WATER AND AIRBORNE DUST ONTO ADJACENT PROPERTIES AND INTO THE PUBLIC STORMWATER FACILITIES. REFER TO EROSION CONTROL PLANS FOR DETAILS.

- MANUFACTURER'S INSTRUCTIONS UNLESS NOTED OTHERWISE.
4. MULCH MATERIAL: AS SPECIFIED ON THE LANDSCAPE PLANS. MASS MULCH ALL PLANTING BEDS TO 3" DEPTH. ALL SHRUB PLANTING BEDS TO RECEIVE 3" DEEP MULCH. ALL EVERGREEN AND DECIDUOUS TREES (F USED) TO RECEIVE 6" DEEP SHREDDED HARDWOOD MULCH WITH NO MULCH IN DIRECT CONTACT WITH TREE TRUNK. EXTENT OF MULCH TO BE 5'-0" DIA. AT TREES AND 18" BEYOND SHRUB DRIP LINES.
5. TREE STAKING: IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO STAKE AND/OR GUY THE TREES ACCORDING TO THE DETAILS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO TAKE EVERY STEP NECESSARY TO MAINTAIN THE TREES AND SHRUBS IN AN UPRIGHT AND PLUMB CONDITION AT ALL TIMES UNTIL THE END OF THE PLANT GUARANTEE PERIOD ESPECIALLY WHERE VANDALISM, SOIL OR WIND CONDITIONS ARE A PROBLEM. AT END OF GUARANTEE PERIOD ALL STAKES SHALL BE REMOVED BY LANDSCAPE CONTRACTOR. ALL STAKES USED FOR TREE SUPPORTS SHALL POINT AWAY FROM ANY AND ALL CIRCULATION ROUTES.
6. TREE WRAPPING: WRAPPING MATERIAL SHALL BE QUALITY, HEAVY WATERPROOF CREPE PAPER MANUFACTURED FOR THIS PURPOSE. WRAP ALL DECIDUOUS TREES PLANTED IN THE FALL PRIOR TO 12-1 AND REMOVE ALL WRAPPING AFTER 5-1.
7. EDGING: EDGING SHALL BE SPADE EDGED.
8. FERTILIZER: JUMP--SHOT ROOT STIMULATOR AS MANUFACTURED BY ACOME, OR APPROVED EQUAL, SHALL BE APPLIED TO THE SOIL BACKFILL OF EACH PLANT DURING INSTALLATION.

9. PLANT SIZING: MEASURE TREES AND SHRUBS ACCORDING TO ANSI Z60.1 STANDARDS. TAKE CALIPER MEASUREMENTS 6 INCHES ABOVE GROUND FOR TREES UP TO 4" CALIPER AND 12 INCHES ABOVE GROUND FOR LARGER TREES. ALWAYS HANDLE BALLED AND BURLAPPED MATERIAL BY THE ROOT BALL. PLANT MATERIAL SHALL BE DELIVERED TO THE SITE AND PLANTED THE SAME DAY.
10. PLANTING PLAN: ALL PROPOSED PLANTS SHALL BE LOCATED CAREFULLY AS SHOWN ON THE PLANS. PLAN TAKES PRECEDENCE OVER PLANT SCHEDULE IF DISCREPANCIES IN QUANTITIES EXIST. SPECIFICATIONS TAKE PRECEDENCE OVER NOTES. RESPECT STATED DIMENSIONS. DO NOT SCALE DRAWINGS.

PLANTING NOTES

1. NO PLANTING TO BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
2. SEE CIVIL/SITE PLAN FOR ALL SITE DIMENSIONS, SQUARE FOOTAGES, PARKING CALCULATIONS, AND DETAILS OF ALL SITE IMPROVEMENTS.
3. IF THE LANDSCAPE CONTRACTOR PERCEIVES ANY DEFICIENCIES IN THE PLANT SELECTIONS, SOIL CONDITIONS, OR ANY OTHER SITE CONDITION WHICH MIGHT NEGATIVELY AFFECT PLANT MATERIAL ESTABLISHMENT, SURVIVAL, OR GUARANTEE, THEY SHALL BRING THESE DEFICIENCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
4. PRIOR TO ANY LAND CLEARING OR CONSTRUCTION, TREE PROTECTION FENCING IS TO BE INSTALLED BY THE CONTRACTOR. THIS FENCING SHALL BE INSTALLED AT THE DRIP LINE OF ALL TREES AND SHRUBS (TO BE PROTECTED) ACCORDING TO THE TREE PROTECTION DETAIL AND MUST BE MAINTAINED FOR THE DURATION OF THE PROJECT. NO CUTTING, FILLING OR TRESPASSING SHALL OCCUR INSIDE THE FENCED AREAS WITHOUT APPROVAL.
5. ALL PLANTS TO BE INSTALLED AS PER PLANTING DETAILS. PLANT MATERIALS ARE TO BE PLANTED IN THE SAME RELATIONSHIP TO GRADE AS WAS GROWN IN NURSERY CONDITIONS. IF WET, CLAY SOILS OR POOR DRAINING SOILS ARE EVIDENT, PLANT HIGHER, REMOVE ALL TWINE, WIRE AND BURLAP FROM TOP 1/3 OF ROOT BALL AND FROM TREE TRUNKS.
6. ONE SHRUB PER TYPE AND SIZE IN EACH PLANTING BED AND EVERY TREE SHALL BE CLEARLY IDENTIFIED (COMMON OR LATIN NOMENCLATURE) WITH A PLASTIC TAG WHICH SHALL NOT BE REMOVED PRIOR TO OWNER ACCEPTANCE.
7. SEED AND/OR SOD ALL AREAS DISTURBED DUE TO GRADING AND CONSTRUCTION ACTIVITIES, WHERE SOD/SEED ABUTS PAVED SURFACES, FINISHED GRADE OF SOD/SEED SHALL BE HELD 1" BELOW SURFACE ELEVATION OF TRAIL, SLAB, CURB, ETC. SOD SHALL BE Laid PARALLEL TO THE CONTOURS AND SHALL HAVE STAGGERED JOINTS. ON SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES, THE SOD SHALL BE STAKED TO THE GROUND, REFER TO PLAN FOR SOD/SEED LOCATIONS
8. PRUNE, THIN AND SHAPE TREES AND SHRUBS ACCORDING TO STANDARD HORTICULTURAL PRACTICES. APPLY MINIMUM 4" MULCH CUP AT ALL TREES NOT PLANTED IN PLANTING BEDS.
9. EXISTING LAWN AREAS TO BE SAVED AND AREAS THAT ARE DAMAGED DURING CONSTRUCTION MUST BE INSPECTED TO DETERMINE VIABILITY. IF THE EXISTING LAWN IS FOUND TO BE LEVEL, HEALTHY, DENSE & FREE FROM WEEDS, LAWN MAY NOT REQUIRE REPLACEMENT OR RENOVATION. IF RENOVATION IS REQUIRED OR IS PART OF THE APPROVED PLAN, THEN THE FOLLOWING REQUIREMENTS WILL APPLY.

- EXISTING LAWN FOUND TO BE IN POOR CONDITION MUST FIRST BE SPRAYED WITH ROUND-UP (OR EQUAL) TO KILL THE EXISTING LAWN AND WEED AREAS. WAIT A MIN. OF (10) DAYS FOR THE HERBICIDE TO TAKE EFFECT. THEN REMOVE ALL DEAD SOD & WEEDS TO A MIN. DEPTH OF (2) INCHES. ADD A MIN. OF 6 INCHES OF NEW TOPSOIL TO ALL LAWN AREAS. BACKFILL AND COMPACT TOPSOIL TO THE TOP OF ALL CURBS & WALKS PRIOR TO SOODING. REGRADE TO ELIMINATE ALL BUMPS & DEPRESSIONS AND RESOD ALL AREAS.
- EXISTING LAWN FOUND TO BE IN GOOD CONDITION, BUT WITH BARE, SPARSE OR WEEDY AREAS MUST BE RENOVATED BY FILLING IN LOW AREAS, RAKING, OVERSEEDING AND TOP DRESSING ALL SPARSE AND BARE SPOTS AND BY INITIATING A WEED AND FEED PROGRAM.
10. CONVERSION OF ALL ASPHALT AND GRAVEL AREAS TO LANDSCAPE SHALL BE DONE IN THE FOLLOWING MANNER:
- A. REMOVE ALL ASPHALT, GRAVEL AND COMPACTED EARTH TO A DEPTH OF 24"-30" DEPENDING ON THE DEPTH OF SUB BASE AND DISPOSE OF OFF SITE.
- B. REPLACE EXCAVATED MATERIAL W/ GOOD, MEDIUM TEXTURED PLANTING SOIL (LOAM OR LIGHT YELLOW CLAY) TO A MIN. OF 2" ABOVE TOP OF CURB AND SIDEWALK. ADD 4"-6" OF TOPSOIL AND GROWN TO A MIN. OF 6" ABOVE ADJACENT CURB AND WALK AFTER EARTH SETTLING, UNLESS NOTED OTHERWISE ON THE PLANS.

- IF CONVERSION TO LANDSCAPE OCCURS IN AN EXISTING (OR BETWEEN) LANDSCAPE AREAS, REPLACE EXCAVATED MATERIAL TO 4"-6" BELOW ADJACENT EXISTING GRADE W/ GOOD MEDIUM TEXTURED PLANTING SOIL (LOAM OR LIGHT YELLOW CLAY) AND ADD 4"-6" OF TOPSOIL TO MORE EXISTING GRADES AFTER EARTH SETTLING.
11. ALL TREE PITS MUST BE TESTED FOR PROPER DRAINAGE PRIOR TO PLANTING TREES. A DRAINAGE SYSTEM MUST BE INSTALLED IF PLANTING PIT DOES NOT DRAIN SUFFICIENTLY. (REQUIRED IN HEAVY CLAY SOILS)
12. ALL LANDSCAPE AREAS SHALL HAVE PROPER DRAINAGE THAT PREVENTS EXCESS WATER FROM STANDING ON LAWN AREAS OR AROUND TREES & SHRUBS.
13. ALL MULCH RINGS AND SHRUB BEDS IN LAWN AREAS SHALL BE EDGED WITH A MANICURED EDGE OR WITH MANUFACTURED EDGING AS INDICATED.
14. MULCHING AND WATERING OF ALL PLANTS & TREES SHALL BE IMMEDIATELY OR WITHIN 16 HOURS AFTER INSTALLATION.

1. LANDSCAPE CONTRACTOR (CONTRACTOR) SHALL VISIT SITE, INSPECT EXISTING CONDITIONS AND REVIEW PROPOSED PLANTINGS AND RELATED WORK. LANDSCAPE CONTRACTOR TO VERIFY ALL UTILITY LOCATIONS ON PROPERTY WITH THE GENERAL CONTRACTOR AND BY CALLING 811 PRIOR TO STAKING PLANT LOCATIONS. IN CASE OF DISCREPANCY BETWEEN PLAN AND PLANT LIST, OWNER SHALL GOVERN QUANTITIES CONTACT LANDSCAPE ARCHITECT AND/OR OWNER'S REPRESENTATIVE WITH ANY CONCERNS. SIZES SPECIFIED IN THE PLANT LIST ARE MINIMUM SIZES TO WHICH THE PLANTS ARE TO BE INSTALLED.
2. PRIOR TO ANY LAND CLEARING OR CONSTRUCTION, TREE PROTECTION FENCING IS TO BE INSTALLED BY THE CONTRACTOR. THIS FENCING SHALL BE INSTALLED AT THE DRIP LINE OF ALL TREES AND SHRUBS AND MUST BE MAINTAINED AS APPROVED FOR THE DURATION OF THE PROJECT. NO CUTTING, FILLING OR TRESPASSING SHALL OCCUR INSIDE THE FENCED AREAS.
3. LANDSCAPE CONTRACTOR SHALL COORDINATE THE PHASES OF CONSTRUCTION AND PLANTING INSTALLATIONS WITH OTHER CONTRACTORS WORKING ON SITE.
4. WHERE EXISTING TREES AND/OR SIGNIFICANT SHRUBS MASSINGS ARE FOUND ON SITE, WHETHER SHOWN ON THE DRAWING OR NOT, THEY SHALL BE PROTECTED AND SAVED UNLESS NOTED TO BE REMOVED AND/OR ARE IN AN AREA TO BE GRADED, ANY QUESTION REGARDING WHETHER PLANT MATERIAL SHOULD REMAIN OR NOT SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND/OR OWNER'S REPRESENTATIVE PRIOR TO REMOVAL.
5. ALL EXISTING TREES TO REMAIN TO BE FERTILIZED AND PRUNED TO REMOVE DEAD WOOD AND DAMAGED OR RUBBING BRANCHES.
6. NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS REQUESTED OF THE LANDSCAPE ARCHITECT AND OWNER BY THE LANDSCAPE CONTRACTOR PRIOR TO INSTALLATION.
7. ALL PLANT MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSERYMEN. ALL LANDSCAPING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE STANDARDS OF THE AUTHORITY HAVING JURISDICTION AND IN ACCORDANCE WITH CURRENT INDUSTRY STANDARDS IN A NEAT, HEALTHY AND WEED FREE CONDITION.
8. CONTRACTOR WILL SUPPLY FINISHED GRADE AND EXCAVATE AS NECESSARY TO SUPPLY 4" TOPSOIL DEPTH IN ALL PLANTING BEDS AND 4" TOPSOIL DEPTH IN ALL LAWN AREAS. BACKFILL AND CROWN PARKING LOT ISLANDS 6" ABOVE ADJACENT CURBS WITH TOPSOIL. BACKFILL DIRECTLY BEHIND ALL CURBS AND ALONG SIDEWALKS AND COMPACT TO TOP OF CURB OR WALK TO SUPPORT VEHICLE AND PEDESTRIAN WEIGHT WITHOUT SETTLING.
9. ACCEPTANCE OF GRADING AND SOD/SEED SHALL BE BY LANDSCAPE ARCHITECT AND/OR PROJECT REPRESENTATIVE. THE LANDSCAPE CONTRACTOR SHALL ASSUME MAINTENANCE RESPONSIBILITY UNTIL FINAL ACCEPTANCE HAS BEEN RECEIVED. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, REPLACEMENT OF WASH-OUTS AND OTHER OPERATIONS NECESSARY TO KEEP SOD/SEED IN A THRIVING CONDITION. UPON FINAL ACCEPTANCE BY LANDSCAPE ARCHITECT AND/OR OWNER'S REPRESENTATIVE, THE OWNER WILL ASSUME ALL MAINTENANCE RESPONSIBILITIES.
10. PLANT MATERIAL LOCATIONS SHOWN ARE DIAGRAMMATIC AND MAY BE SUBJECT TO CHANGE IN THE FIELD AS REQUIRED.
11. REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO THE OWNER.
12. OWNER OR OWNER'S REPRESENTATIVE SHALL INSPECT LANDSCAPE INSTALLATION AND HAVE THE RIGHT TO REJECT AND WITHOLD PAYMENT ON ANY PLANT MATERIAL(S) OF DAMAGED OR POOR QUALITY OR NOT MEETING SPECIFICATIONS.
13. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEAN-UP OF SITE AT THE COMPLETION OF LANDSCAPING EACH DAY. AT ALL TIMES THE SIDEWALKS SHALL BE MAINTAINED CLEAN AND FREE OF DEBRIS. REMOVE SURPLUS SOIL AND WASTE MATERIAL. TRASH AND DEBRIS FROM THE SITE AND LEGALLY DISPOSE OF SAME IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL CODES AND REGULATIONS.
14. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR SOIL, EROSION AND DUST CONTROL MEASURES PRIOR TO AND DURING CONSTRUCTION. THE LANDSCAPE CONTRACTOR SHALL PREVENT EROSION OF SOIL AND ENTRY OF SOIL-BEARING WATER AND AIRBORNE DUST ONTO ADJACENT PROPERTIES AND INTO THE PUBLIC STORMWATER FACILITIES. REFER TO EROSION CONTROL PLANS FOR DETAILS.

- MANUFACTURER'S INSTRUCTIONS UNLESS NOTED OTHERWISE.
4. MULCH MATERIAL: AS SPECIFIED ON THE LANDSCAPE PLANS. MASS MULCH ALL PLANTING BEDS TO 3" DEPTH. ALL SHRUB PLANTING BEDS TO RECEIVE 3" DEEP MULCH. ALL EVERGREEN AND DECIDUOUS TREES (F USED) TO RECEIVE 6" DEEP SHREDDED HARDWOOD MULCH WITH NO MULCH IN DIRECT CONTACT WITH TREE TRUNK. EXTENT OF MULCH TO BE 5'-0" DIA. AT TREES AND 18" BEYOND SHRUB DRIP LINES.
5. TREE STAKING: IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO STAKE AND/OR GUY THE TREES ACCORDING TO THE DETAILS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO TAKE EVERY STEP NECESSARY TO MAINTAIN THE TREES AND SHRUBS IN AN UPRIGHT AND PLUMB CONDITION AT ALL TIMES UNTIL THE END OF THE PLANT GUARANTEE PERIOD ESPECIALLY WHERE VANDALISM, SOIL OR WIND CONDITIONS ARE A PROBLEM. AT END OF GUARANTEE PERIOD ALL STAKES SHALL BE REMOVED BY LANDSCAPE CONTRACTOR. ALL STAKES USED FOR TREE SUPPORTS SHALL POINT AWAY FROM ANY AND ALL CIRCULATION ROUTES.
6. TREE WRAPPING: WRAPPING MATERIAL SHALL BE QUALITY, HEAVY WATERPROOF CREPE PAPER MANUFACTURED FOR THIS PURPOSE. WRAP ALL DECIDUOUS TREES PLANTED IN THE FALL PRIOR TO 12-1 AND REMOVE ALL WRAPPING AFTER 5-1.
7. EDGING: EDGING SHALL BE SPADE EDGED.
8. FERTILIZER: JUMP--SHOT ROOT STIMULATOR AS MANUFACTURED BY ACOME, OR APPROVED EQUAL, SHALL BE APPLIED TO THE SOIL BACKFILL OF EACH PLANT DURING INSTALLATION.

MAINTENANCE / WARRANTY

1. MAINTENANCE OF PLANT MATERIALS AND LAWN AREAS SHALL BEGIN IMMEDIATELY AFTER INSTALLATION AND SHALL CONTINUE UNTIL FINAL ACCEPTANCE, BUT IN NO CASE, LESS THAN THE FOLLOWING STATED PERIODS:
- PLANT MATERIALS: 90 DAYS AFTER SUBSTANTIAL COMPLETION
- LAWN AREAS: 60 DAYS AFTER SUBSTANTIAL COMPLETION
2. AFTER REQUIRED MAINTENANCE PERIOD, THE OWNER, UPON REQUEST, WILL MAKE AN INSPECTION TO DETERMINE ACCEPTABILITY. UNACCEPTABLE WORK SHALL BE REPAIRED OR REPLACED AND REINSPECTED BEFORE FINAL ACCEPTANCE IS GRANTED.
3. A WRITTEN WARRANTY SHALL BE PROVIDED TO THE OWNER GUARANTEEING THAT ALL PLANT MATERIALS, SOD, AND/OR SEEDED AREAS WILL BE THRIVING FOR THE FOLLOWING STATED PERIODS: TREES, SHRUBS, AND GROUND COVERS - ONE YEAR AFTER FINAL ACCEPTANCE. SOD AND SEEDED AREAS - 90 DAYS AFTER FINAL ACCEPTANCE PERENNIALS - 90 DAYS AFTER FINAL ACCEPTANCE.
4. THE CONTRACTOR SHALL PROVIDE THE OWNER WITH WRITTEN INSTRUCTIONS REGARDING MAINTENANCE OF EACH TYPE OF VEGETATION. THE OWNER IS RESPONSIBLE FOR PROPER MAINTENANCE OF THE MATERIALS DURING THE WARRANTY PERIOD AS OUTLINED IN THE MAINTENANCE INSTRUCTIONS. THE CONTRACTOR SHALL MAKE PERIODIC INSPECTIONS OF THE SITE AND WILL INFORM THE OWNER OF ANY LACK OF PROPER MAINTENANCE IN WRITING. OWNER'S FAILURE TO COMPLY WITH THE MAINTENANCE PROGRAM SHALL RENDER THE WARRANTY NULL AND VOID.
5. THE CONTRACTOR IS NOT RESPONSIBLE FOR ACTS OF NATURE INCLUDING ABNORMAL WEATHER CONDITIONS, EROSION, VANDALISM, NOR DAMAGES BY OTHERS. IF ANY CONDITIONS BEYOND THE CONTROL OF THE CONTRACTOR SHOULD OCCUR, THE MATERIALS AFFECTED WILL NO LONGER BE COVERED BY THE WARRANTY.

PLANT MATERIALS

1. PROVIDE PLANTS OF QUANTITY, SIZE, GENUS, SPECIES, AND VARIETY SHOWN AND SCHEDULED AND IN CONFORMANCE WITH THE REQUIREMENTS OF ANSI Z60.1 "AMERICAN STANDARD FOR NURSERY STOCK". PLANTS SHALL HAVE BEEN GROWN IN A RECOGNIZED NURSERY IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICE.
2. ALL PLANTS SHALL BE FULL, WELL-BRANCHED PLANTS CHARACTERISTIC OF THE SPECIES. PLANTS SHALL BE FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN-SCALD, INJURIES, ABRASIONS, OR DISFIGUREMENT.
3. PLANT STOCK SHALL HAVE BEEN GROWN UNDER CLIMATIC CONDITIONS SIMILAR TO CONDITIONS IN THE LOCALITY OF THE PROJECT.
4. LABEL AT LEAST ONE PLANT OF EACH KIND WITH A SECURELY ATTACHED WATERPROOF TAG BEARING LEGIBLE DESIGNATION OF BOTANICAL AND COMMON NAME.
5. PROVIDE FRESHLY DUG BALLED & BURLAPPED PLANT MATERIALS. DO NOT DROP BALLED & BURLAPPED STOCK DURING DELIVERY.
6. DO NOT REMOVE CONTAINER-GROWN STOCK FROM CONTAINERS UNTIL PLANTING TIME.

INSTALLATION

1. INSTALL TREES AND SHRUBS ACCORDING TO STANDARD DETAILS SHOWN ON THE PLAN.
2. ALL TREE SAUCERS SHALL BE SOAKED WITH WATER AND MULCHED IMMEDIATELY FOLLOWING PLANTING.
3. ALL TREE SAUCERS AND SHRUB BEDS SHALL BE MULCHED WITH A 3-INCH LAYER OF ORGANIC TRIPLE SHREDDED HARDWOOD BARK MULCH. NON-ORGANIC MULCHES SUCH AS GRAVEL, CRUSHED BRICK, LAVA ROCK, ETC. ARE UNACCEPTABLE.
4. TREE GUYING SHALL BE REMOVED AFTER ONE FULL GROWING SEASON.
5. APPLY 12 CUBIC FEET OF PEAT MOSS PER 100 SQUARE FEET AND 20 POUNDS OF 8-8-8 FERTILIZER PER 100 SQUARE FEET OF GROUND COVER PLANTING BEDS. ROTOTILL THE BEDS TO A DEPTH OF 6 INCHES AND SMOOTH TO AN EVEN AND UNIFORM SURFACE. PLANT GROUND COVER MATERIALS, APPLY 2 INCHES OF ORGANIC MULCH, AND WATER.

- (LIMESTONE MAY BE WAIVED IF EXISTING PH IS GREATER THAN 5.5.)
4. MOISTEN PREPARED LAWN AREAS BEFORE PLANTING IF SOIL IS DRY. ALLOW SURFACE MOISTURE TO DRY BEFORE PLANTING LAWNS. DO NOT CREATE A MUDDY SOIL CONDITION.

TOLERANCE FOR PURITY AND GERMINATION ESTABLISHED BY OFFICIAL SEED ANALYSTS OF NORTH AMERICA. PROVIDE SEED TYPE OR SEED MIX WITH BEST RECORD OF SUCCESS IN LOCALITY OF PROJECT OR PER PROJECT SPECIFICATIONS. REFER TO PLAN

5. APPLY SEED AT THE APPROPRIATE RATE, PER M.D.A.T. SPECIFICATIONS, FOR ESTABLISHING A NEW LAWN. SOW SEED USING A SPREADER OR SEEDING MACHINE. DISTRIBUTE SEED EVENLY OVER ENTIRE AREA BY SOWING EQUAL QUANTITY IN 2 DIRECTIONS AT RIGHT ANGLES TO EACH OTHER. RAKE SEED LIGHTLY INTO TOP 1/8-INCH OF SOIL. ROLL LIGHTLY, AND WATER WITH A FINE SPRAY.
6. PROTECT ALL SEEDED AREAS AGAINST EROSION BY SPREADING A CLEAN, SEED FREE SALT HAY OR THRESHED STRAW OF WHEAT, RYE, OATS, OR BARLEY. SPREAD UNIFORMLY TO FORM A CONTINUOUS BLANKET NOT LESS THAN 1.5 INCHES LOOSE MEASUREMENT OVER SEEDED AREA.
7. TREATMENTS SUCH AS JUTE MESH, EXCelsior MATTING, OR FIBERGLASS ROVING SHALL BE USED TO STABILIZE DITCHES OR STEEP SLOPES SUSCEPTIBLE TO EROSION. THE TREATMENT SHALL BE INSTALLED PRIOR TO THE MULCHING OPERATION.

SEEDBED PREPARATION

1. ALL DISTURBED AREAS SHALL BE DRESSED TO THE TYPICAL SECTIONS AND/OR GRADES SHOWN AND PLOWED TO A DEPTH OF 5 INCHES. THE TOP 2 INCHES SHALL BE PULVERIZED TO PROVIDE A UNIFORM SEEDBED.
2. REMOVE ALL LOOSE ROCK, ROOTS, AND OTHER DEBRIS LEAVING SURFACE REASONABLY SMOOTH AND UNIFORM. SOIL LEVEL SHALL BE APPROXIMATELY 1 INCH BELOW ALL TOPS OF CURBS AND WALKWAYS.
3. APPLY LIME AND FERTILIZER WITH NECESSARY EQUIPMENT TO ENSURE UNIFORM DISTRIBUTION OF THE MATERIALS. THE HAND/BUCKET METHOD IS NOT ACCEPTABLE. THE RATES AND TYPES OF MATERIALS TO BE APPLIED ARE AS FOLLOWS:
- TURFGRADE FERTILIZER WITH SLOW RELEASE NITROGEN (E.G. 18-24-10) - RATE THAT WILL PROVIDE 5 LBS. OF PHOSPHORUS PER 1000 SQUARE FEET
- LIMESTONE - 75 LBS. PER 1000 SQUARE FEET

- (LIMESTONE MAY BE WAIVED IF EXISTING PH IS GREATER THAN 5.5.)
4. MOISTEN PREPARED LAWN AREAS BEFORE PLANTING IF SOIL IS DRY. ALLOW SURFACE MOISTURE TO DRY BEFORE PLANTING LAWNS. DO NOT CREATE A MUDDY SOIL CONDITION.

1. PLANTING DETAIL APPLIES TO ALL DECIDUOUS TREES AND LARGE EVERGREEN SHRUBS.
2. SHRUB MULCH RING AND PLANTING PIT SHALL BE TWICE THE DIAMETER OF THE ROOT BALL.
3. CONTRACTOR SHALL PRUNE CROWNED, BROKEN, OR LOW BRANCHES. CUT FLUSH LEAVING CAMBIUM EDGE CLEAN.
- 1 LOOPS OF REINFORCED RUBBER HOSE AT FIRST BRANCHING
- 1/8" GA. ALUMINUM OR GALVANIZED WIRE WITH FLAGGING FOR VISIBILITY. THREE CUTS PER TREE.
- WRAP TRUNK WITH HEAVY TREATED CREPE PAPER OR STRIP BURLAP
- THREE 2" x 2" x 2'-4" HARDWOOD STAKES
- FINISH GRADE
- HAND TAMPED PLANTING MIXTURE (SEE NOTES)
- UNDISTURBED SUBGRADE
- LEAVE BURLAP ON BALL, LOOSEN AT BASE OF TRUNK

- GENERAL NOTES
1. DO NOT ALLOW AIR PICKETS TO FORM WHEN BACKFILLING.
2. DO NOT DAMAGE MAIN ROOTS OR DESTROY ROOT BALL WHEN INSTALLING TREE STAKE.
3. REMOVE TREE RINGS AND STAKES TWO YEAR AFTER INSTALLATION.
4. WATER TREE THOROUGHLY SUBSEQUENT TO INSTALLATION.

1. PRUNE PROPORTIONALLY TO COMPENSATE FOR REDUCTION OF ROOTS AND TO PROMOTE NATURAL CHARACTER OF GROWTH
- 3" THICK MULCH LAYER
- LANDSCAPE FABRIC
- HAND TAMPED MIXTURE (SEE NOTES)
- VARIES (TWICE ROOT BALL SIZE)
- SHRUB SHALL BEAR SAME RELATIONSHIP TO FINISHED GRADE AS PREVIOUS EXISTING GRADE
- CUT & REMOVE BURLAP FROM AROUND ROOT BALL
- FORM SAUCER 2" DEEP TO HOLD WATER
- MIXTURE TO BE TAMPED
- SUBSOIL BROKEN WITH PICK
- UNDISTURBED SUBGRADE
- NOTES
1. PLANT AZALEAS AND RHODODENDRONS WITH 1/4 OF ROOT BALL ABOVE FINISHED GRADE.
2. HAND TAMPED PLANTING MIXTURE SHALL BE 1-PART APPROVED ORGANIC MATTER, 4-PARTS NATIVE SOIL, 1 LB 10-10-10 FERTILIZER PER CUBIC YARD OF BACKFILL OR APPROVED SUBSTITUTE

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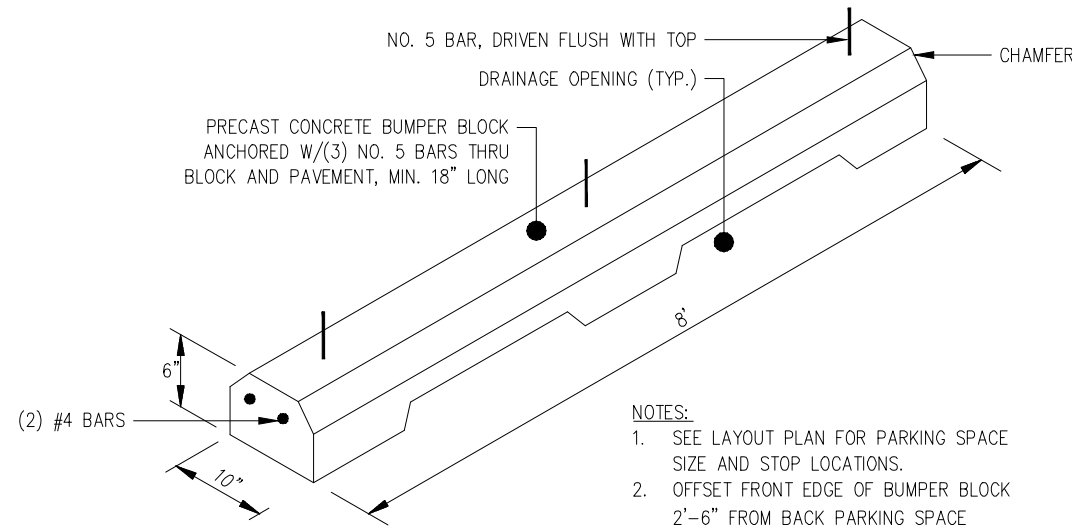
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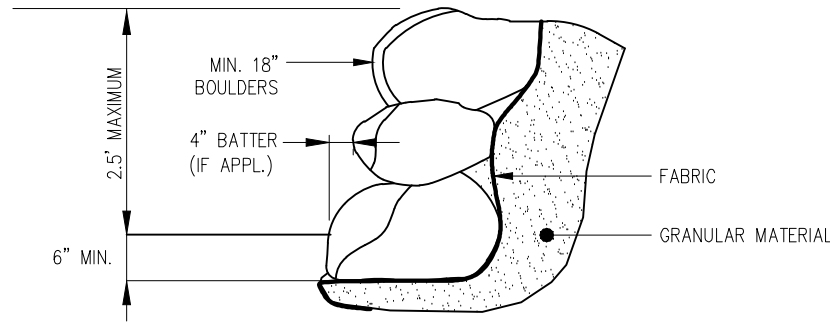
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- 3" THICK MULCH LAYER
- LANDSCAPE FABRIC
- HAND TAMPED MIXTURE (SEE NOTES)
- VARIES (TWICE ROOT BALL SIZE)
- SHRUB SHALL BEAR SAME RELATIONSHIP TO FINISHED GRADE AS PREVIOUS EXISTING GRADE
- CUT & REMOVE BURLAP FROM AROUND ROOT BALL
- FORM SAUCER 2" DEEP TO HOLD WATER
- MIXTURE TO BE TAMPED
- SUBSOIL BROKEN WITH PICK
- UNDISTURBED SUBGRADE
- NOTES
1. PLANT AZALEAS AND RHODODENDRONS WITH 1/4 OF ROOT BALL ABOVE FINISHED GRADE.
2. HAND TAMPED PLANTING MIXTURE SHALL BE 1-PART APPROVED ORGANIC MATTER, 4-PARTS NATIVE SOIL, 1 LB 10-10-10 FERTILIZER PER CUBIC YARD OF BACKFILL OR APPROVED SUBSTITUTE

1. PRUNE PROPORTIONALLY TO COMPENSATE FOR REDUCTION OF ROOTS AND TO PROMOTE NATURAL CHARACTER OF GROWTH
- 3" THICK MULCH LAYER
- LANDSCAPE FABRIC
- HAND TAMPED MIXTURE (SEE NOTES)
- VARIES (TWICE ROOT BALL SIZE)
- SHRUB SHALL BEAR SAME RELATIONSHIP TO FINISHED GRADE AS PREVIOUS EXISTING GRADE
- CUT & REMOVE BURLAP FROM AROUND ROOT BALL
- FORM SAUCER 2" DEEP TO HOLD WATER
- MIXTURE TO BE TAMPED
- SUBSOIL BROKEN WITH PICK
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- FORM SAUCER 2" DEEP TO HOLD WATER
- MIXTURE TO BE TAMPED
- SUBSOIL BROKEN



CONCRETE BUMPER BLOCK
NOT TO SCALE



BOULDER WALL
NOT TO SCALE



Know what's below.

Call before you dig.

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

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

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248.447.2000

08-28-200-024
10490 HIGHLAND ROAD
HARTLAND TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN

SYMMETRY PROPERTY MANAGEMENT
HARTLAND MARKETPLACE HARTLAND PLAZA SITE PLANS
STANDARD DETAILS

DATE
JUNE 14, 2017
REVISIONS/SUBMITTALS
06-14-2017 TWP. SUBMITTAL
07-05-2017 PER TWP COMMENT
07-31-2017 PER TWP COMMENT
08-09-2017 PER TWP COMMENT
08-28-2017 PER TWP COMMENT
02-12-2021 SUBMIT TO TWP
03-26-2021 PER TWP COMMENT



DRAWN BY: EM

CHECKED BY: EM

PROJECT MANAGER: MMG

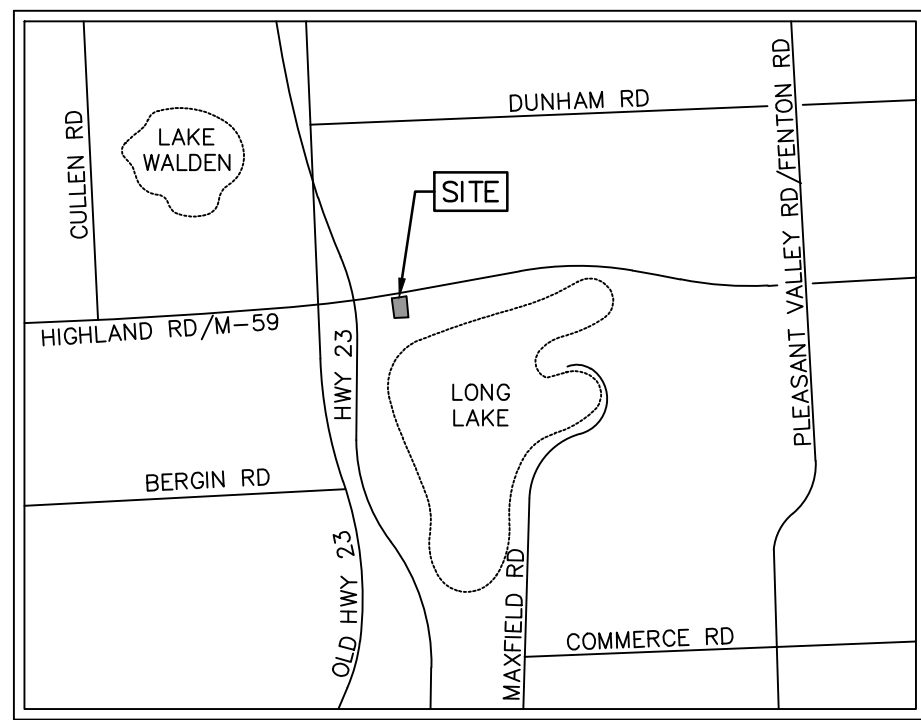
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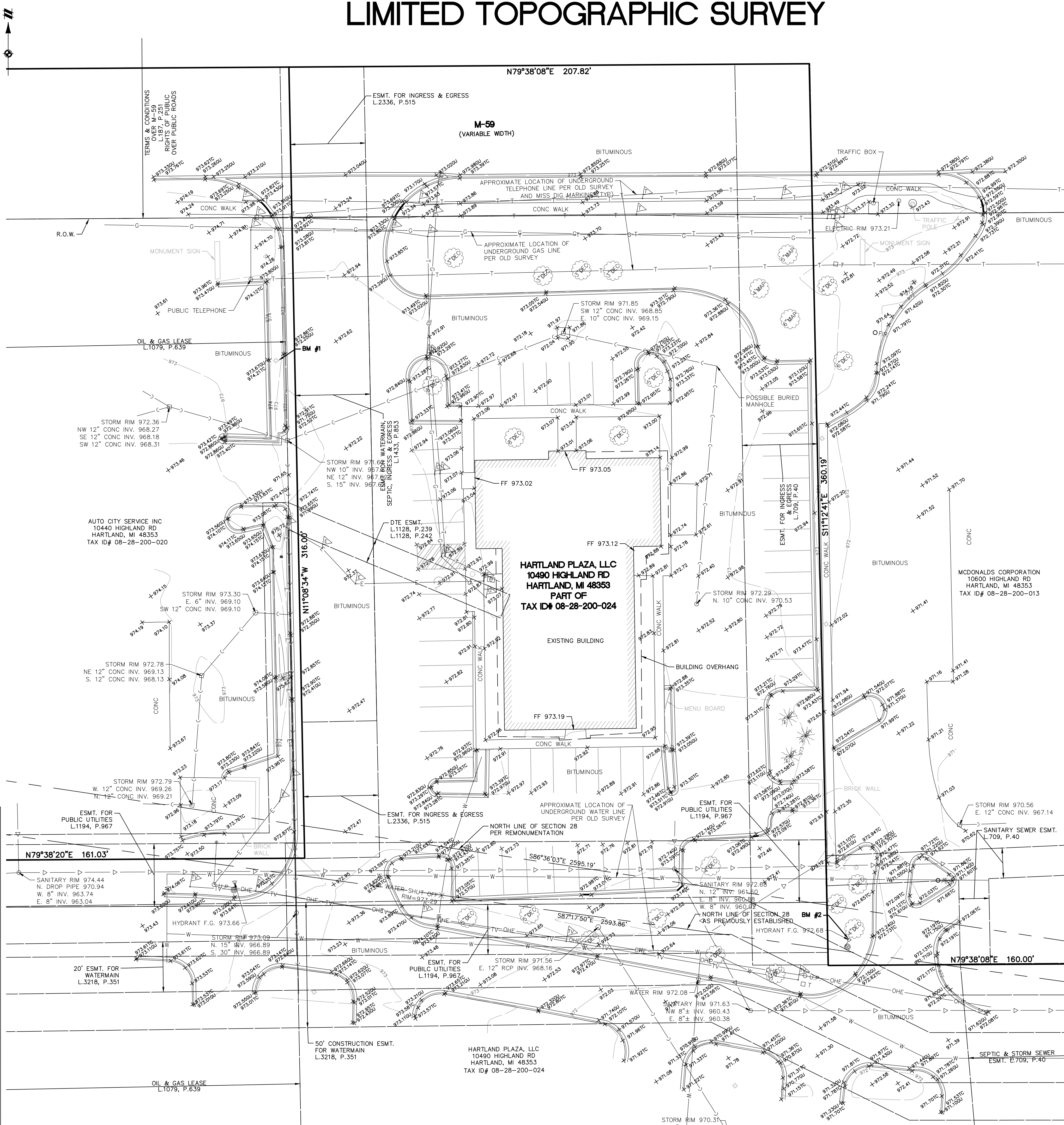
SHEET NO. **C07**

CAD FILE: K:\17000262\DWG\PLAN SET\0 SITE PLANS\17000262-C07-DT

LIMITED TOPOGRAPHIC SURVEY



VICINITY MAP
NOT TO SCALE



LEGEND

OFIR	FOUND IRON ROD
OFIP	FOUND IRON PIPE
+	EXISTING MAILBOX
+	EXISTING SIGN
+	EXISTING LIGHT POLE
+	EXISTING TELEPHONE RISER
+	EXISTING UTILITY POLE
+	EXISTING WATER VALVE
+	EXISTING HYDRANT WITH SHUTOFF
+	EXISTING MANHOLE/CATCH BASIN
+	EXISTING ELECTRIC TRANSFORMER
+	EXISTING TREE
+	EXISTING SANITARY CLEANOUT
+	EXISTING GROUND ELEVATION
---	BOUNDARY ADJACENT LINE
---	EASEMENT LINE
---	SECTION LINE
---	OVERHEAD ELECTRIC LINE
---	UNDERGROUND STORM LINE
---	UNDERGROUND SANITARY LINE
---	EXISTING CURB AND GUTTER
---	EXISTING GROUND CONTOUR

- NOTES:**
- BEARINGS ARE BASED ON NAD83 MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, INTERNATIONAL FEET, GROUND DISTANCES.
VERTICAL DATUM: NAVD88.
 - WATER MAIN, STORM SEWER, AND SANITARY SEWER UTILITY STRUCTURES HAVE BEEN FIELD LOCATED WHERE VISIBLE. UTILITY AND AS-BUILT MAPS HAVE BEEN REQUESTED AND SOME MAPS HAVE BEEN RECEIVED AT DATE OF THIS SURVEY. FRANCHISE UTILITY MAPS HAVE BEEN REQUESTED FROM THE APPROPRIATE FRANCHISE COMPANY, BUT NOT ALL MAPS HAVE BEEN RECEIVED AT DATE OF SURVEY. FRANCHISE UTILITY STRUCTURES HAVE BEEN FIELD LOCATED WHERE VISIBLE.

NOTE: THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED.
 - NO UNDERGROUND ELECTRIC MAPS OR CITY UTILITY MAPS RECEIVED AT THE DATE OF THIS SURVEY.
 - THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. EASEMENTS MAY EXIST THAT ARE NOT SHOWN ON SURVEY.

SITE BENCHMARKS:

BENCHMARK #1: CHISELED "X" IN EAST SIDE OF CONCRETE LIGHT POLE BASE
N 413724.77 E 13290759.67 EL: 975.70 (NAVD88)

BENCHMARK #2: ARROW ON FIRE HYDRANT LOCATED AT THE SOUTHEAST END OF THE SITE
N 413536.75 E 13291023.80 EL: 974.91 (NAVD88)

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON MAY 9, 2017, AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS NOT GREATER THAN 1/5000.

DATE: 06/07/2017

MICHAEL D. EMBREE
PROFESSIONAL SURVEYOR NO. 56860
MEMBER@ATWELL-GROUP.COM
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MICHIGAN 48076
248.447.2000

REVISIONS

SCALE	0 10 20
1" =	20 FEET
DR.	JR CH. ME
P.M.	J. CECIL
BOOK	NA
JOB	17000262
SHEET NO.	1 OF 1

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248.447.2000

SECTIONS 21 & 28

TOWNSHIP 3 NORTH, RANGE 6 EAST

HARTLAND TOWNSHIP

LIVINGSTON COUNTY, MICHIGAN

CLIENT: SYMMETRY PROPERTY MANAGEMENT & REALTY, INC.

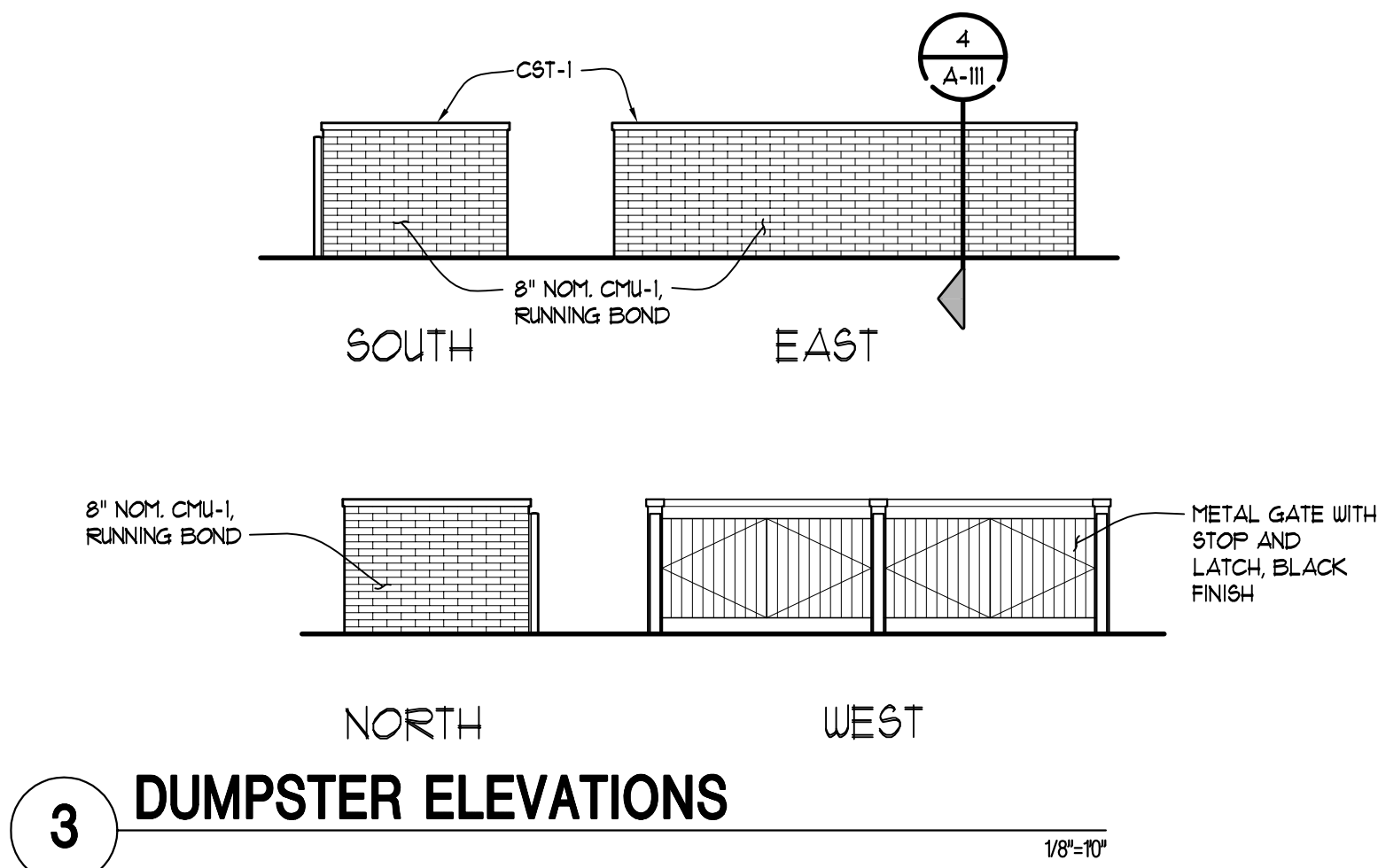
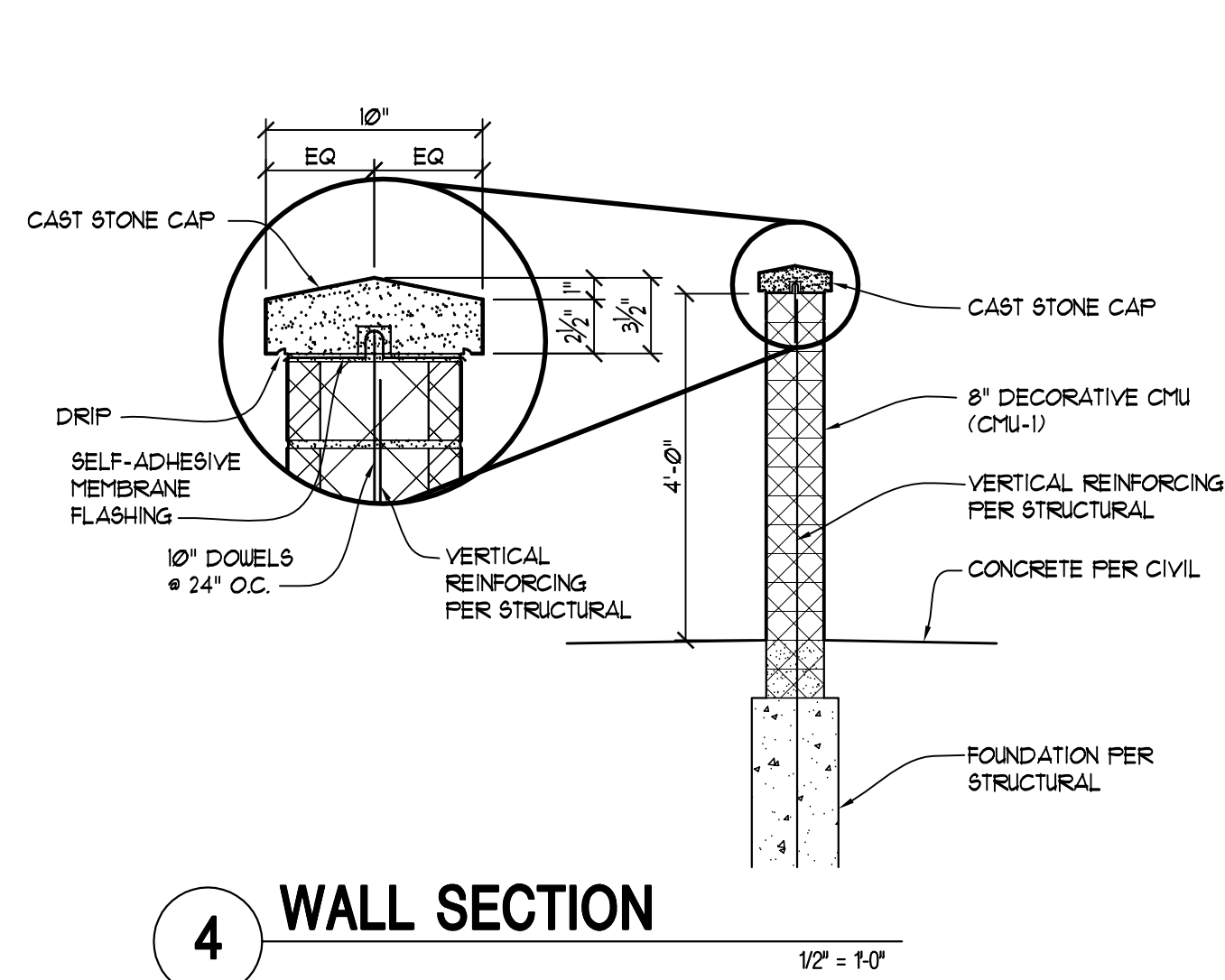
PROJECT: LIMITED TOPOGRAPHIC SURVEY

LOCATED IN

DATE: 05/23/2017

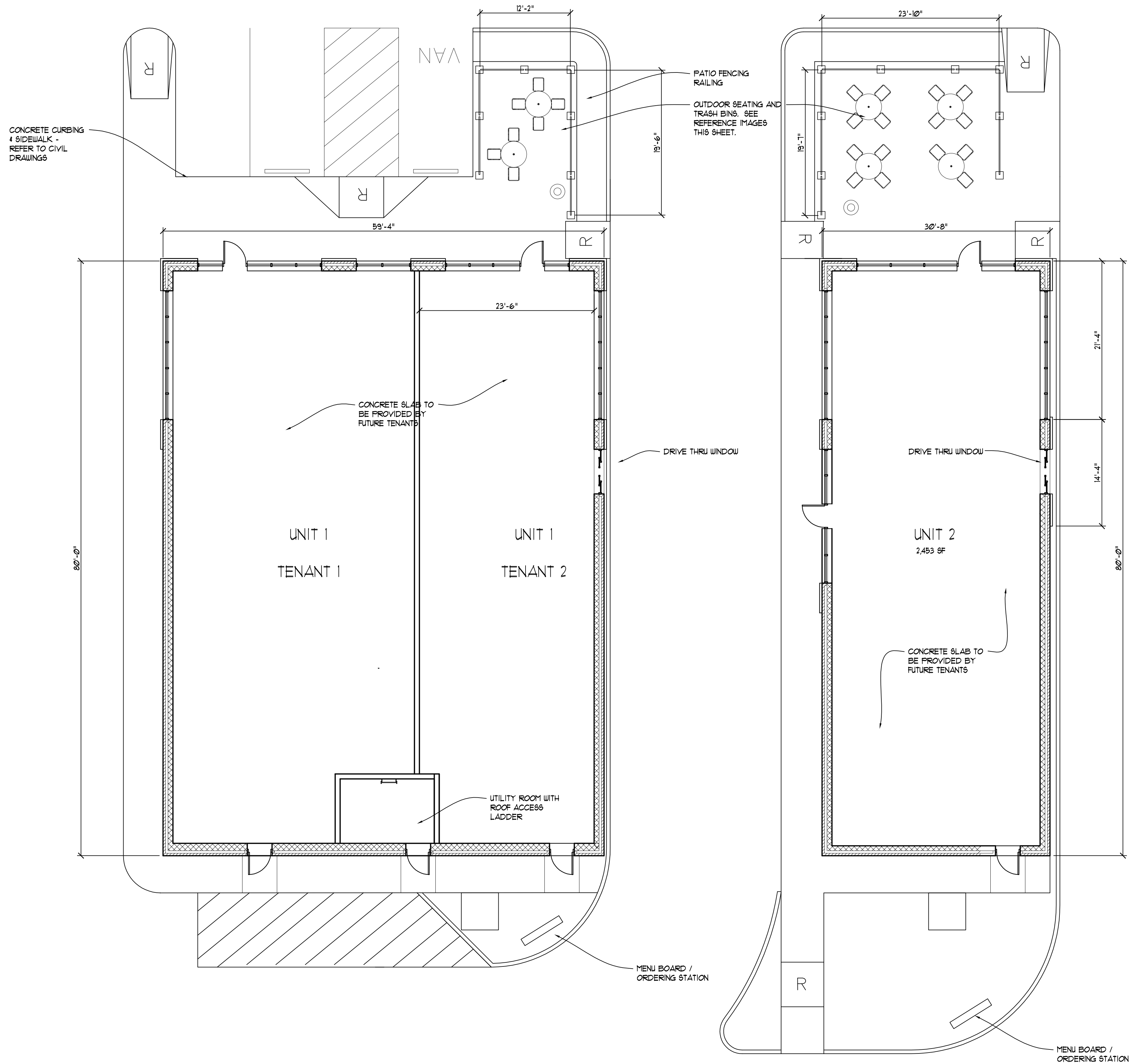
REVISIONS

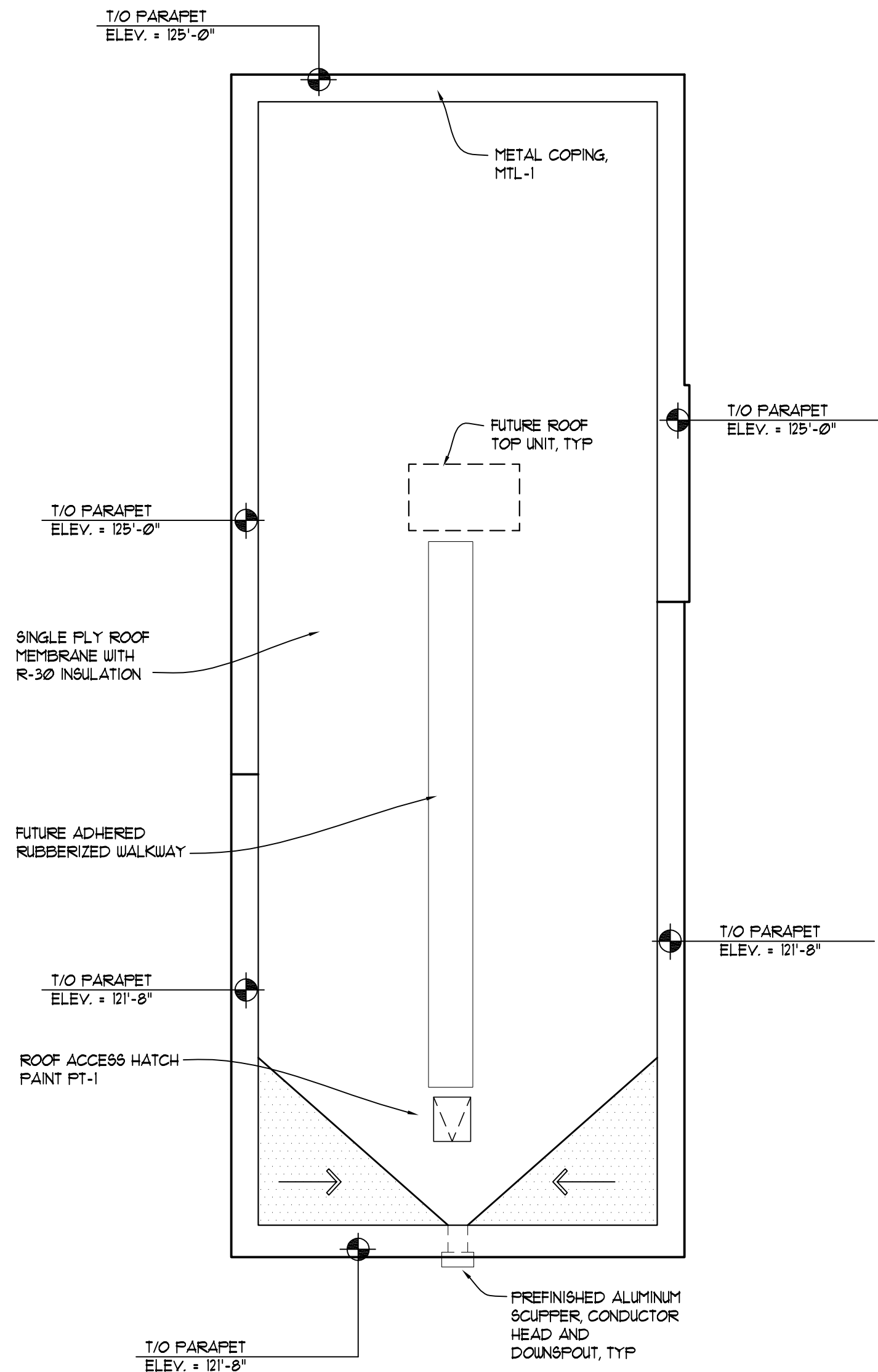
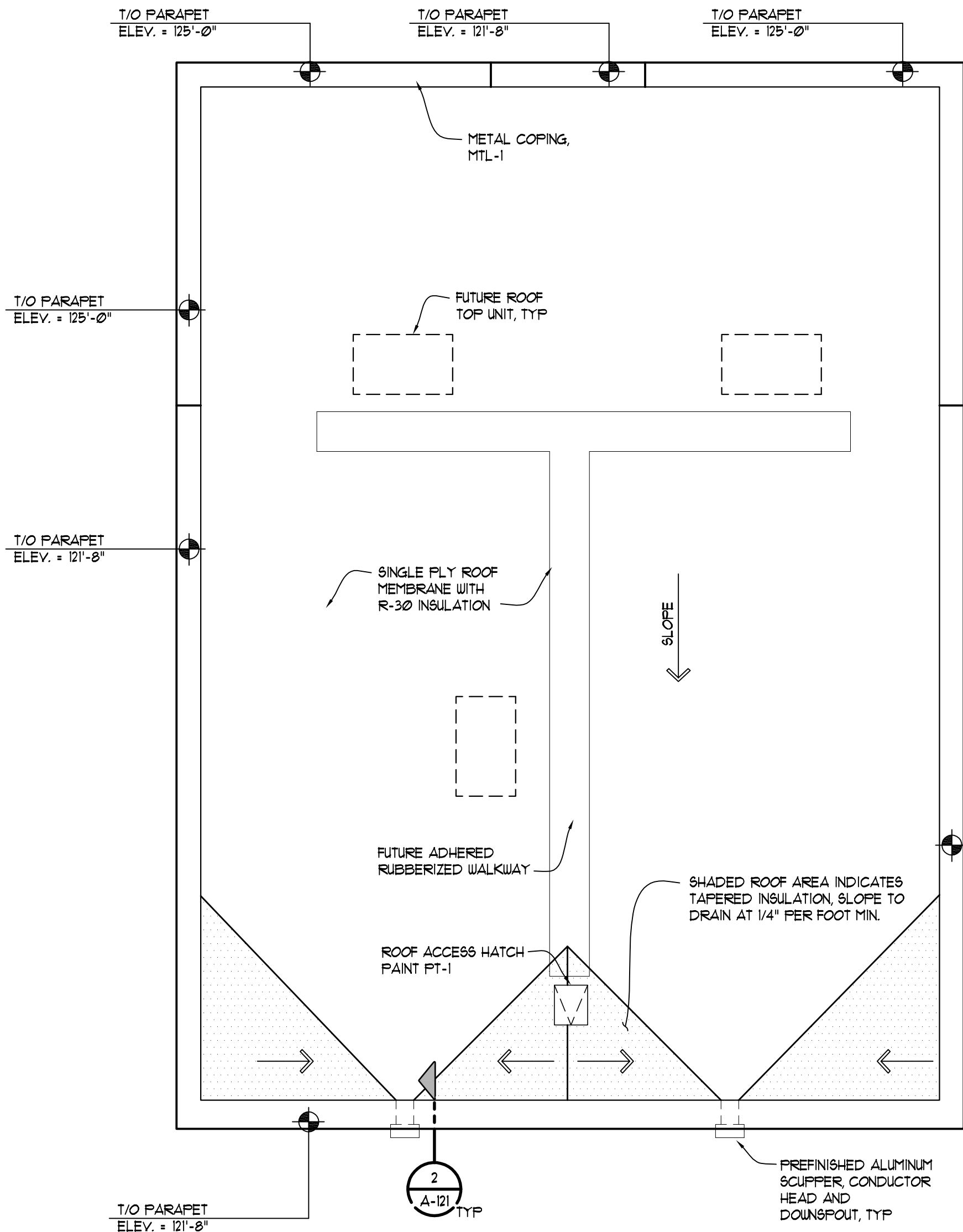
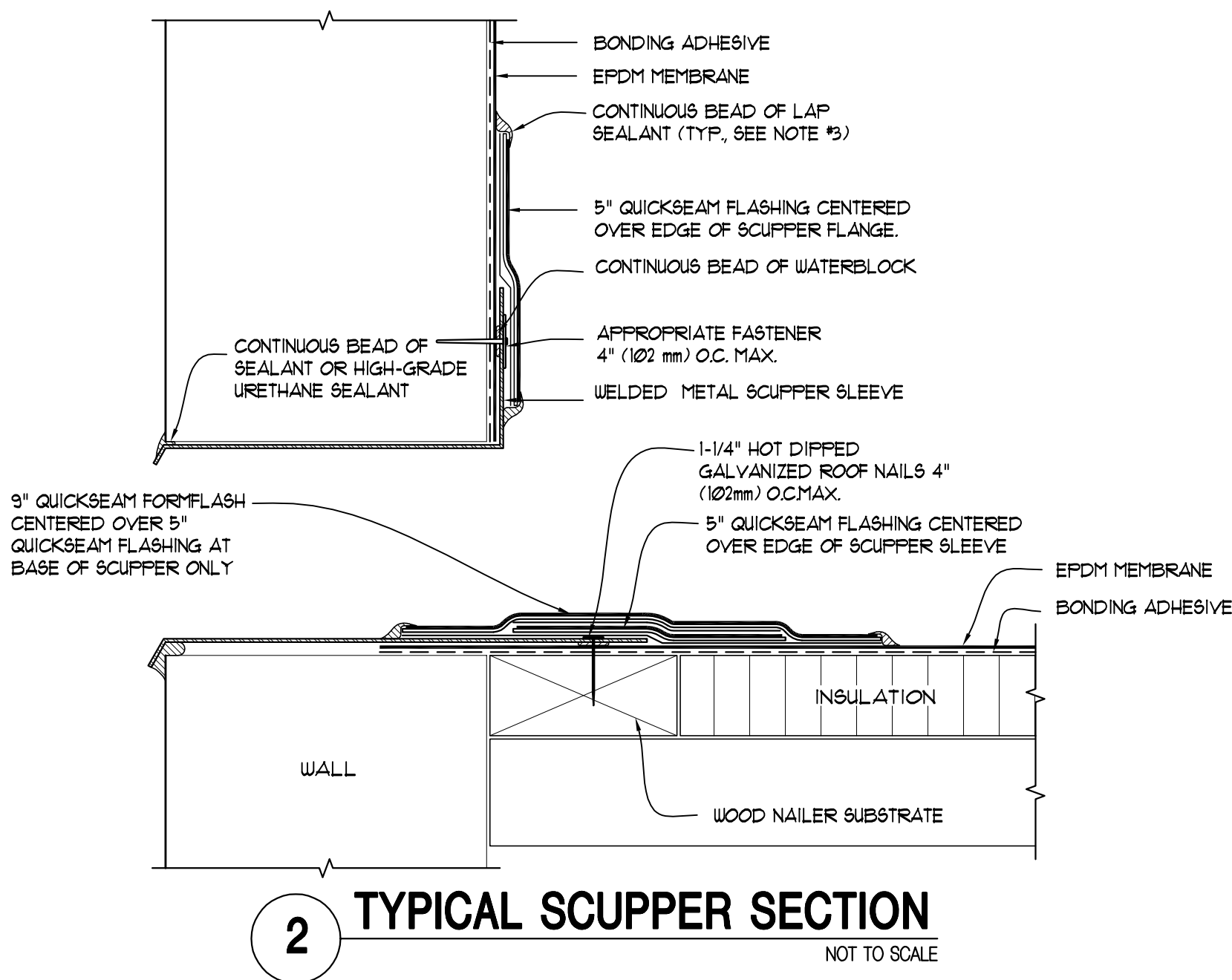
SCALE	0 10 20
1" =	20 FEET
DR.	JR CH. ME
P.M.	J. CECIL
BOOK	NA
JOB	17000262
SHEET NO.	1 OF 1

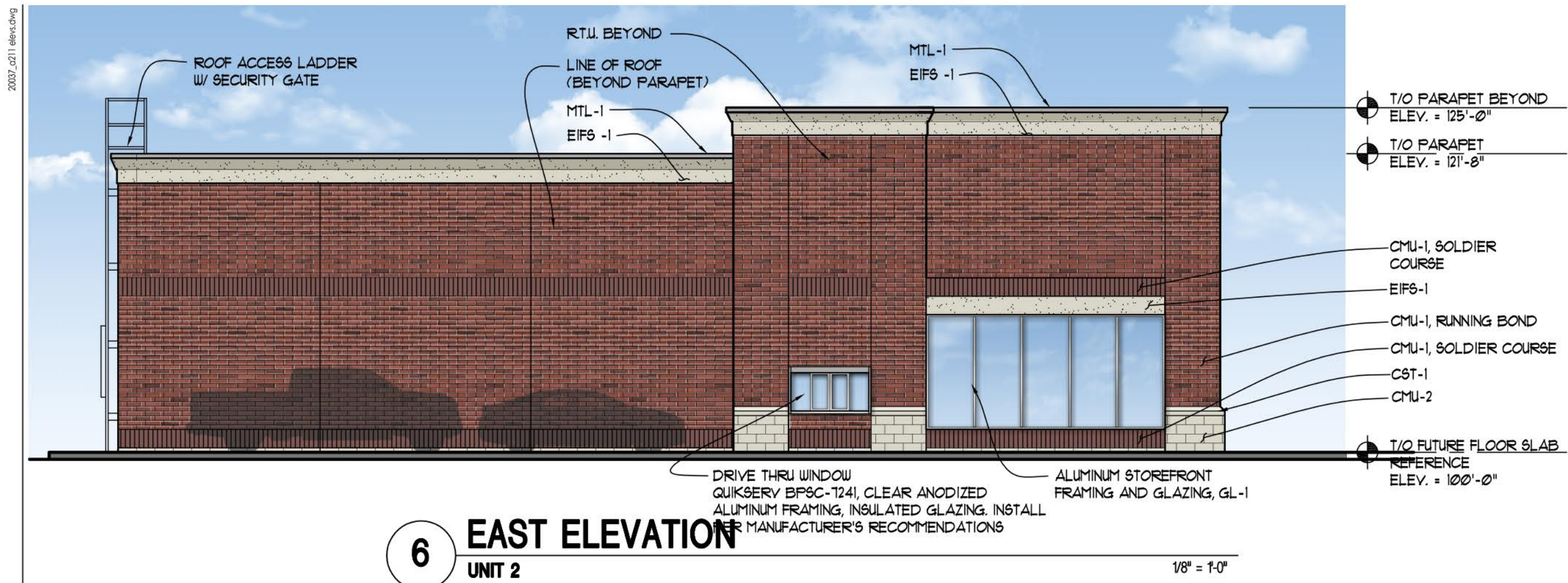


OUTDOOR FURNITURE GENERAL NOTES
MANUFACTURER: LANDSCAPE FORMS
WASTE RECEPTACLE: CHASE PARK LITTER RECEPTACLE
TABLES / CHAIRS: CAROUSEL, 3 4 4-SEAT BACKED, 42" ROUND TABLE, 28.5" TABLE HEIGHT, 3-SEAT IS ADA COMPLIANT.
IMAGES ARE FOR GENERAL LAYOUT AND STYLE REFERENCE. FINISHES TO BE SELECTED BY OWNER.

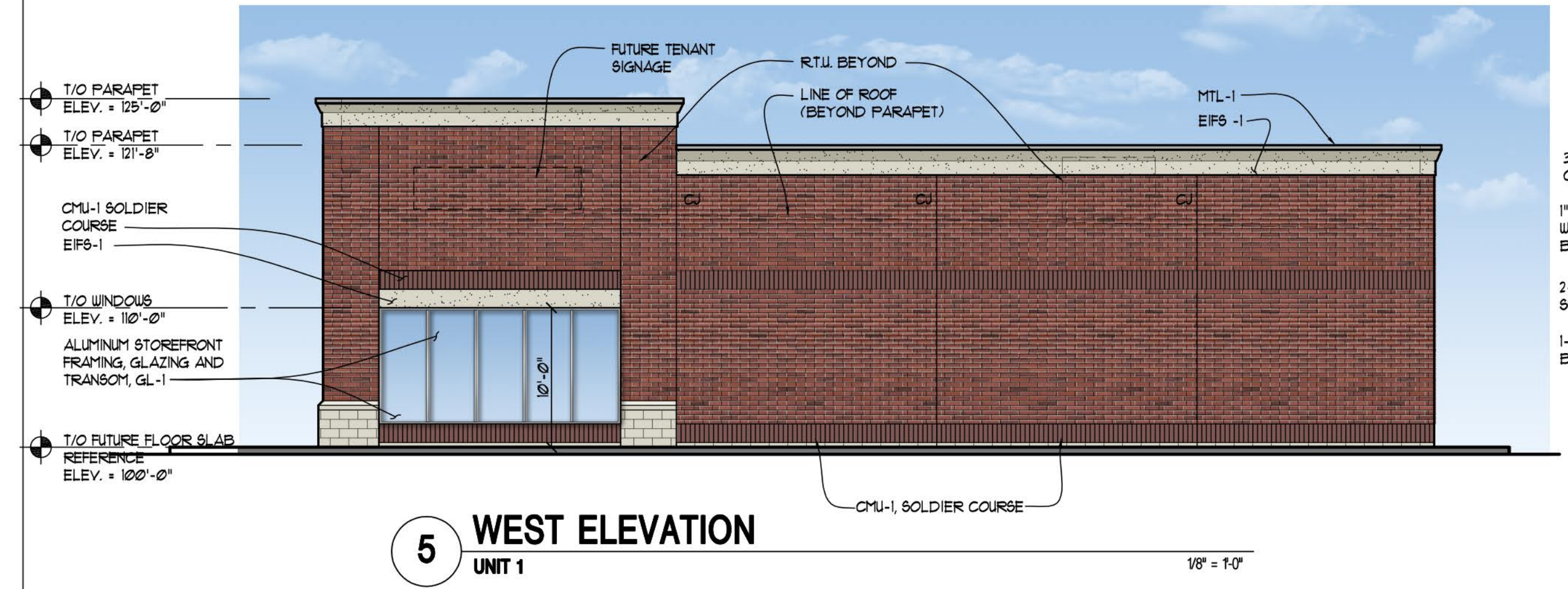
2 OUTDOOR FURNITURE REFERENCE INMAGES



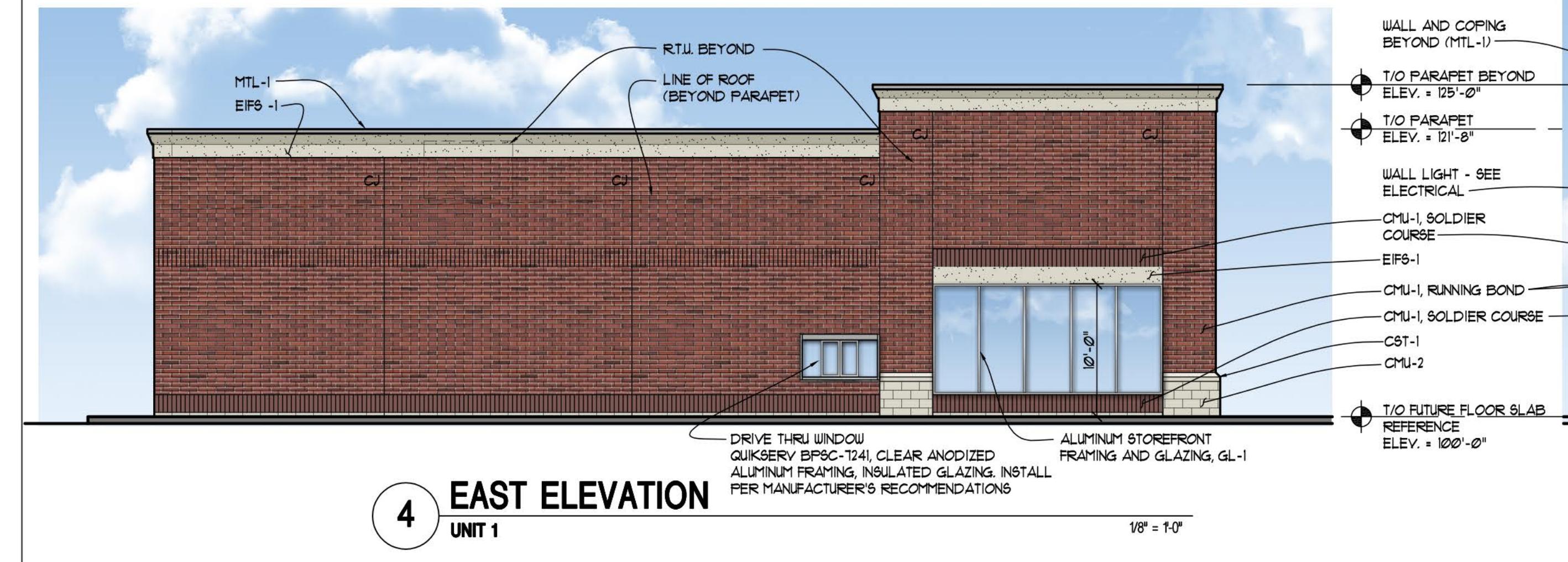




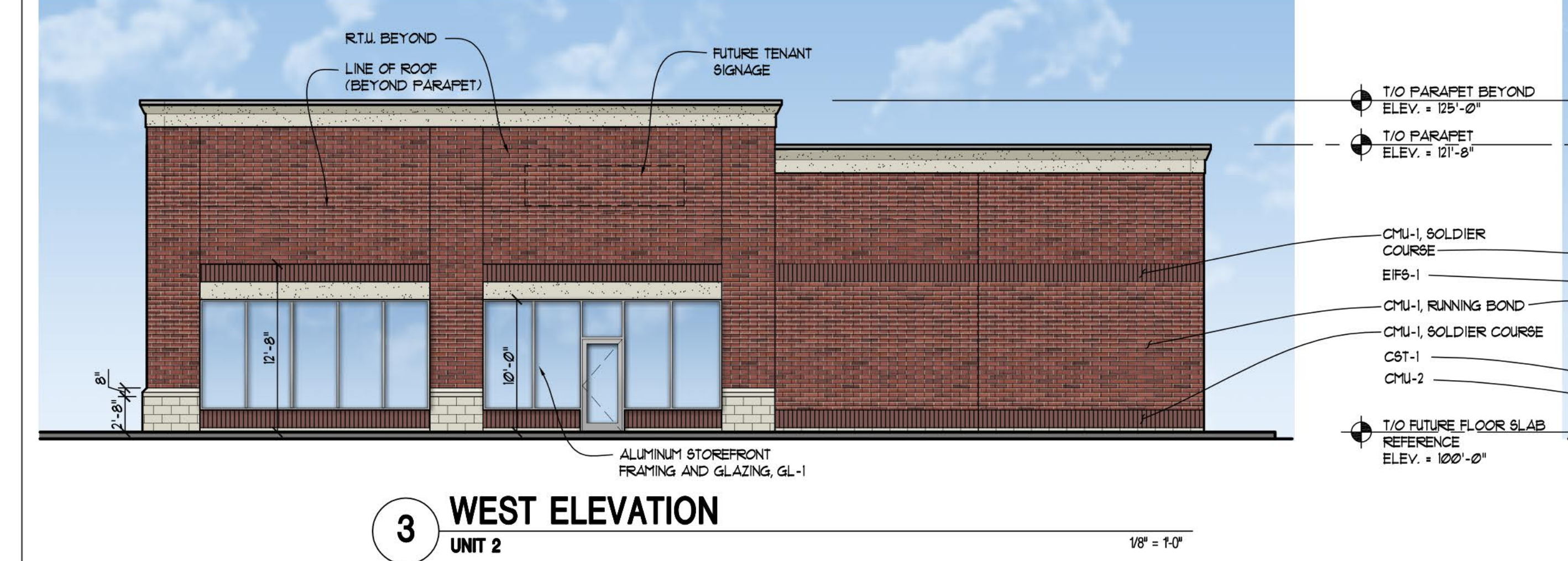
6 EAST ELEVATION
UNIT 2



5 WEST ELEVATION
UNIT 1

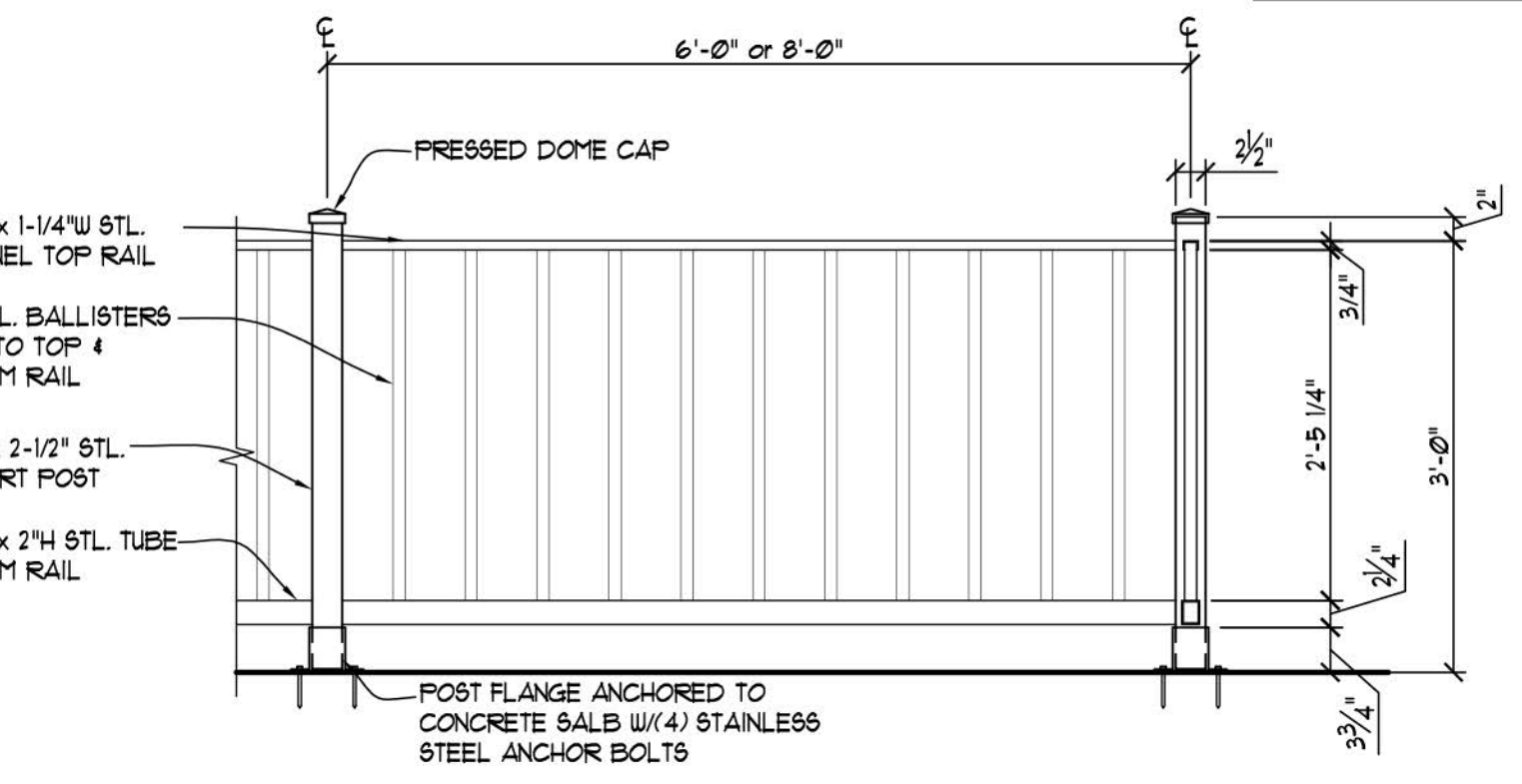


4 EAST ELEVATION
UNIT 1

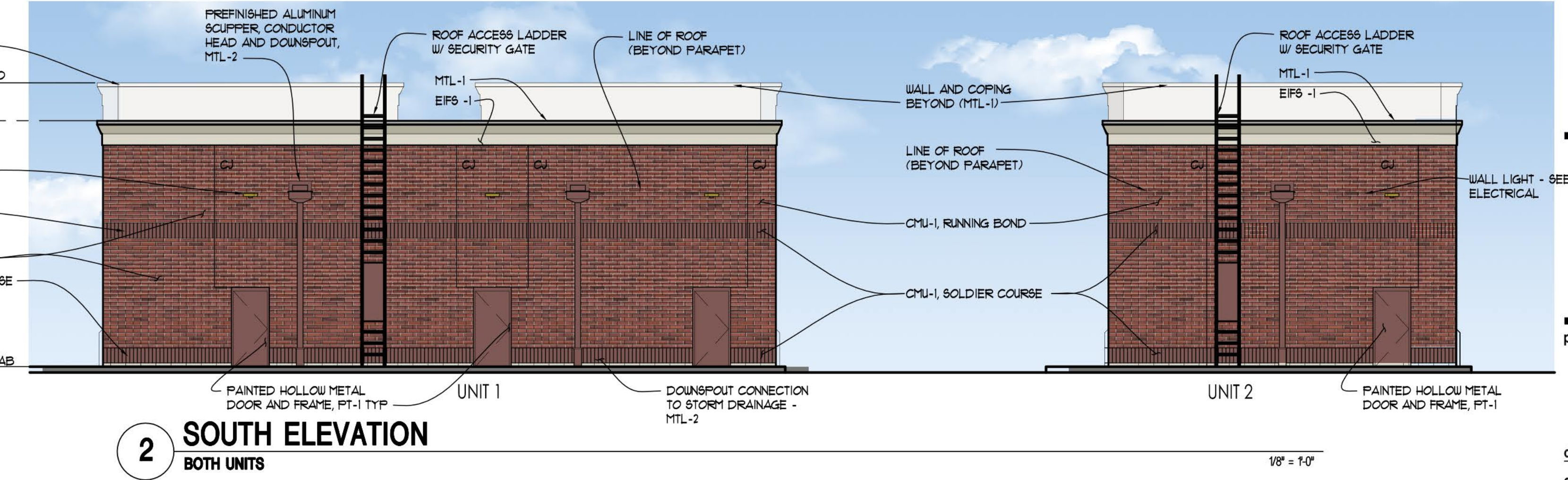


3 WEST ELEVATION
UNIT 2

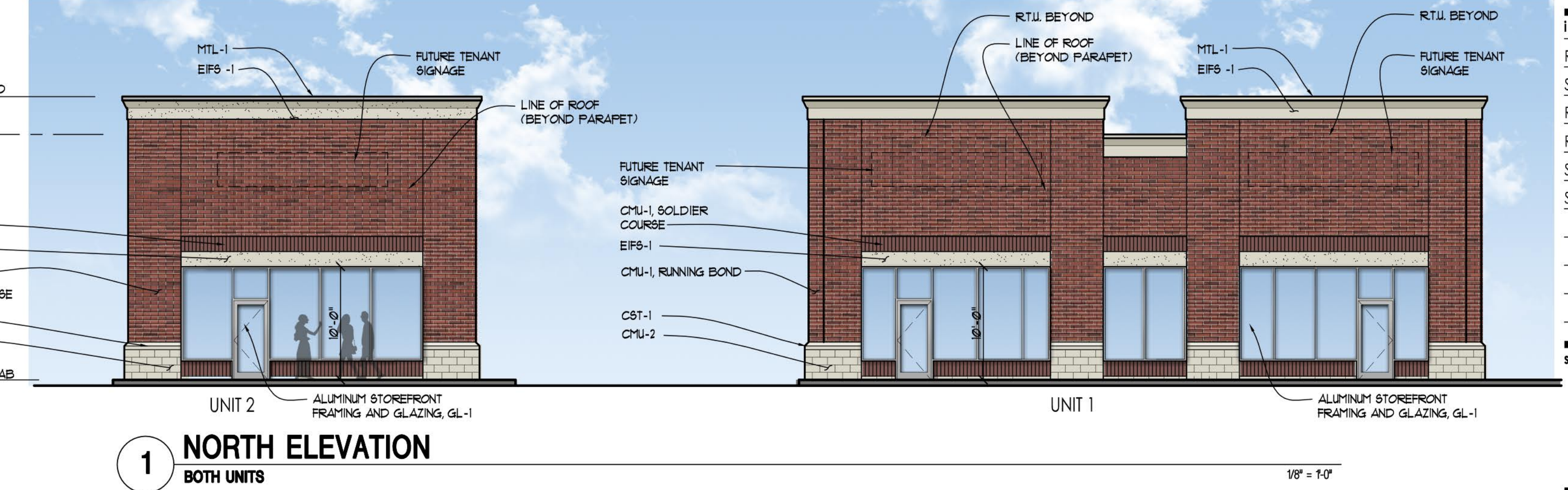
EXTERIOR FINISH MATERIALS SCHEDULE		
SYMBOL	DESCRIPTION	SPECIFICATION SECTION
CMU-1	CMU MANUF. & PRODUCT NAME: NORTHFIELD QUIK BRIK NOM. SIZE: 4" x 4" x 16" UNLESS OTHERWISE NOTED COLOR: PROMENADE BLEND GROUT: CUSTOM BUILDING PRODUCTS COLOR: LINEN	04 2000
CMU-2	CMU MANUF.: GRAND BLANC CEMENT PRODUCTS NOM. SIZE: 8" x 8" x 16" STYLE & COLOR: SPLIT-FACED & BONE	
CST-1	CAST STONE COLOR: MATCH COLOR OF EXISTING CAST STONE AT ADJACENT INLINE RETAIL TENANT SPACES	04 7200
EIFS-1	EXTERIOR INSULATION FINISH SYSTEM COLOR & TEXTURE: MATCH DRYVIT BRITE WHITE #102 SANDBLAST	07 2400
GL-1	STOREFRONT SYSTEM FINISH: CLEAR ANODIZED ALUMINUM	
MTL-1	SHEET METAL - PREFINISHED ALUMINUM LOCATION: PARAPET COPING COLOR: PAC-CLAD KYNAR 500 BONE WHITE	07 6200
MTL-2	SHEET METAL - PREFINISHED ALUMINUM LOCATION: SCUPPER & DOWNSPOUT COLOR: PAC-CLAD KYNAR 500 MEDIUM BRONZE	
PT-1	MANUF: SHERWIN WILLIAMS COLOR: SW6054 CANYON CLAY SHEEN: SEMI-GLOSS	09 9100



7 PATIO FENCE DETAIL



2 SOUTH ELEVATION
BOTH UNITS

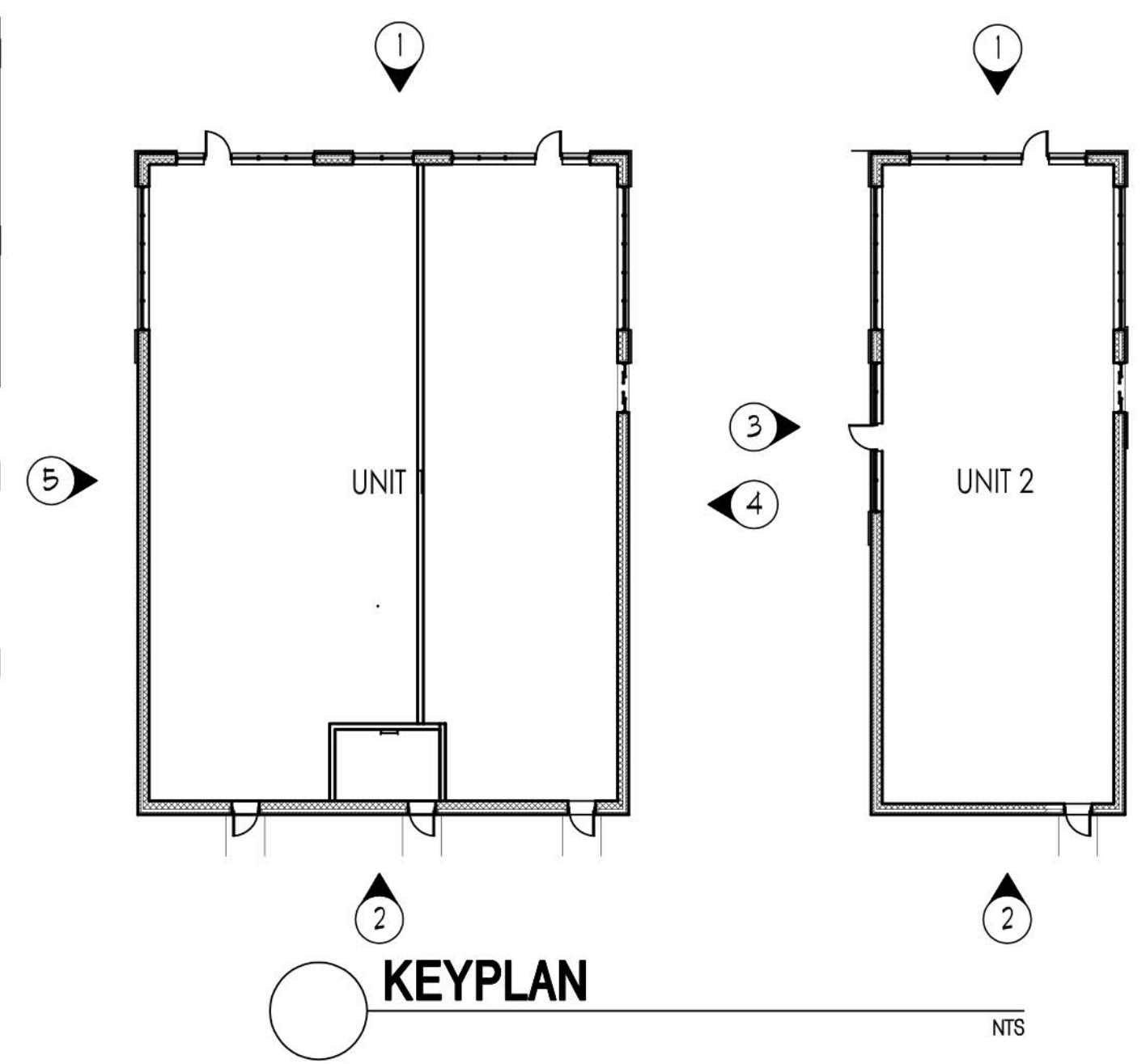


1 NORTH ELEVATION
BOTH UNITS

UNIT 1			
TOTAL AREA (SF)			
MASONRY	EIFS	GLAZING	
NORTH (FRONT)	938	175	350
EAST	1461	192	160
SOUTH (BACK)	1087	128	0
WEST	1477	192	144
PERCENTAGE			
MASONRY	EIFS	GLAZING	
NORTH (FRONT)	64%	12%	24%
EAST	81%	11%	9%
SOUTH (BACK)	89%	11%	0%
WEST	81%	11%	8%

UNIT 2			
TOTAL AREA (SF)			
MASONRY	EIFS	GLAZING	
NORTH (FRONT)	497	90	183
EAST	1503	191	160
SOUTH (BACK)	546	65	0
WEST	1373	215	300
PERCENTAGE			
MASONRY	EIFS	GLAZING	
NORTH (FRONT)	65%	12%	24%
EAST	81%	10%	9%
SOUTH (BACK)	89%	11%	0%
WEST	73%	11%	16%

NOTE: ALL SIGNAGE TO BE PERMITTED UNDER SEPARATE SUBMITTAL



KEYPLAN



8 EXISTING ADJ. BLDG.
FOR COLOR INFORMATION ONLY



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248 471 7877 ph
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project title
**M-59
HARTLAND
MARKETPLACE
OUTLOT**
10490 HIGHLAND ROAD
HARTLAND TWP., MI 48353
sheet title

BUILDING
ELEVATIONS
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project number

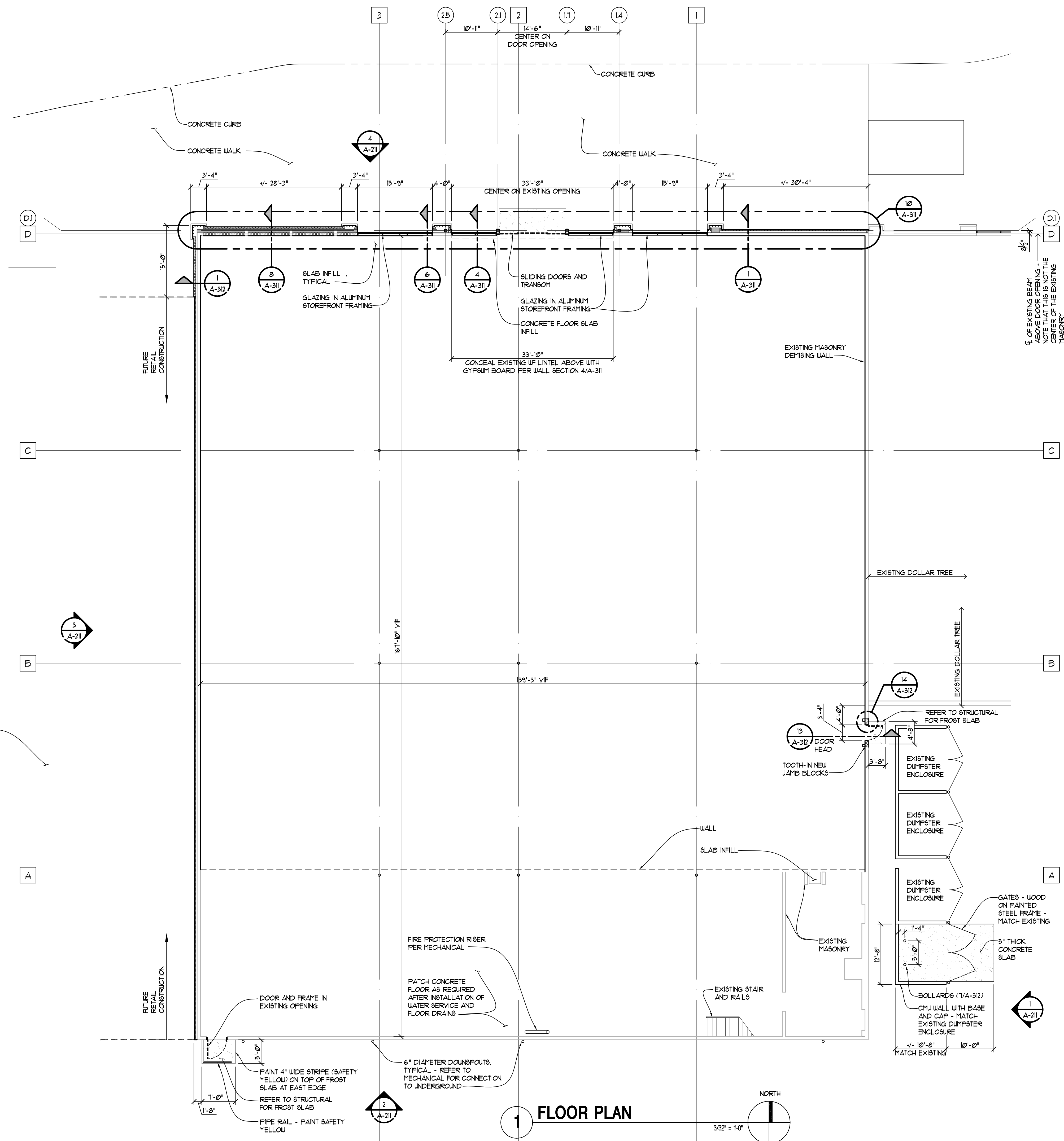
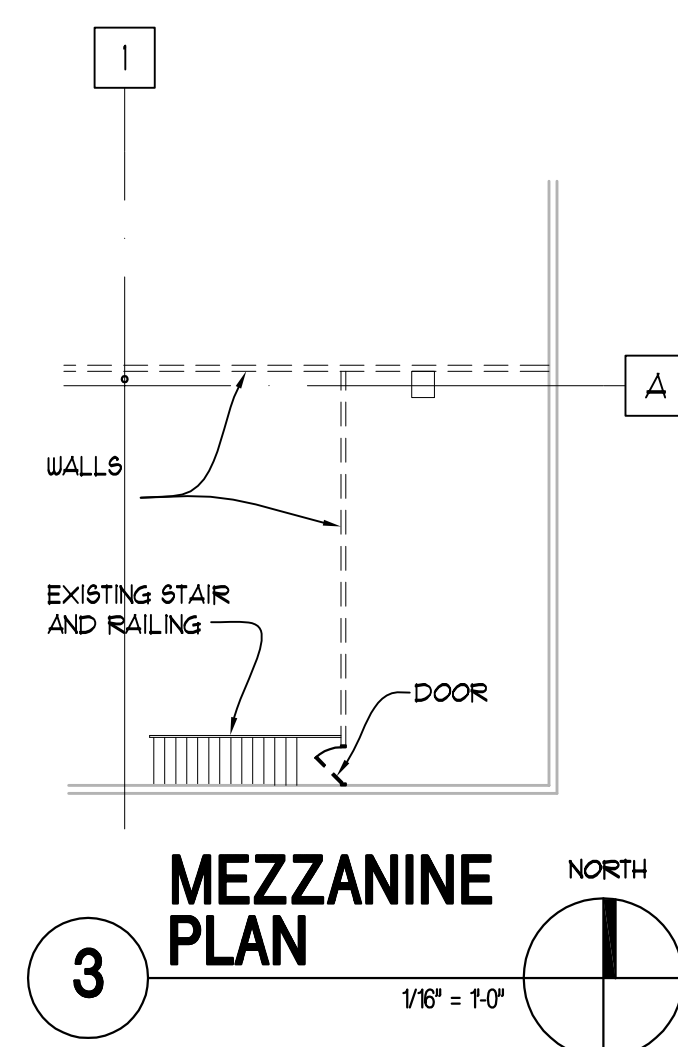
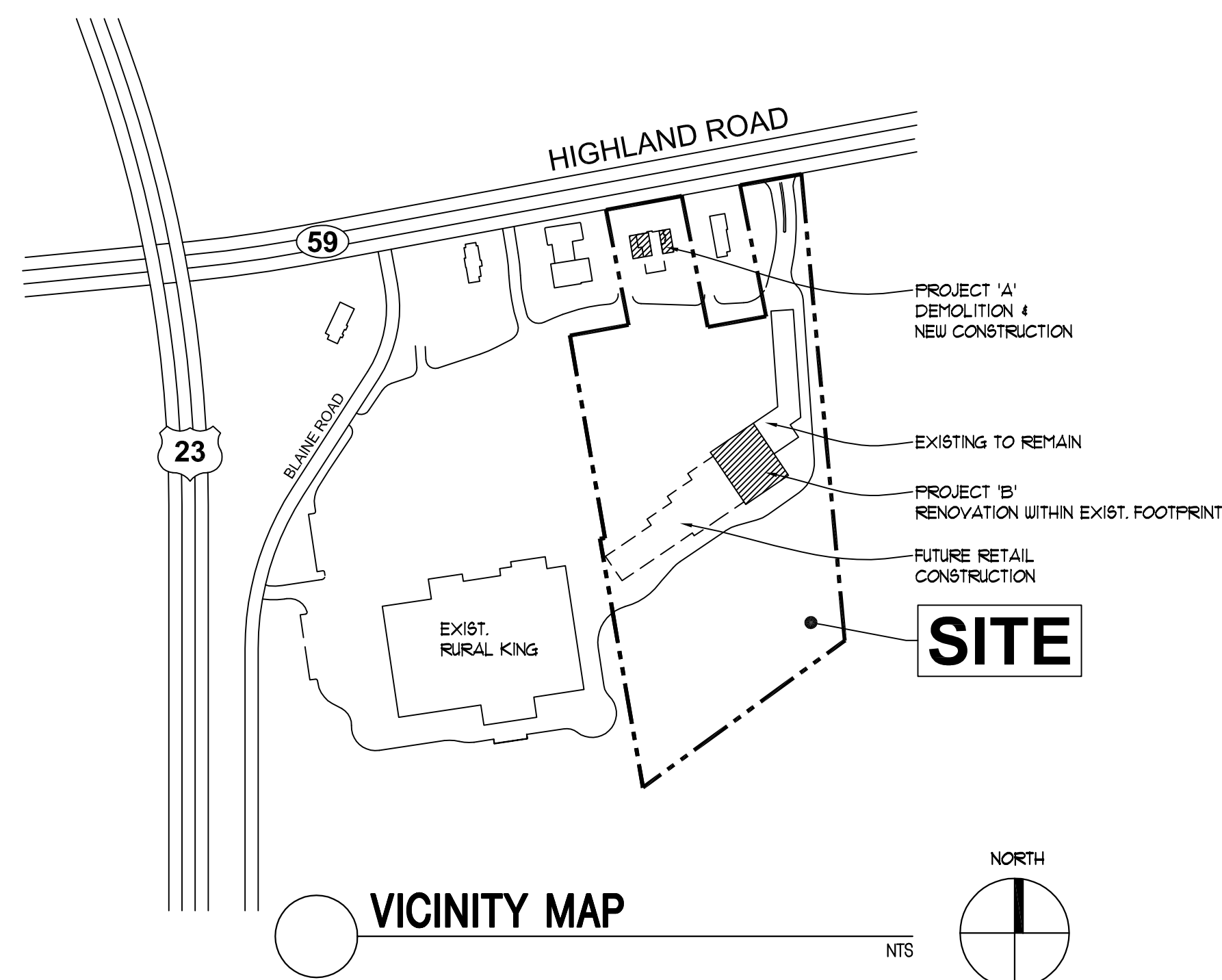
20037

drawn DCA
approved DJM

issued	date
REVIEW	12-23-20
SITE PLAN APPROVAL	01-05-21
REVISED	01-07-21
REVISED	02-05-21
SITE PLAN APPROVAL	02-18-21
SITE PLAN APPROVAL	03-25-21

sheet number

A-211



n o t i c e

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project title

M-59
HARTLAND
MARKETPLACE
OUTLOT
10490 HIGHLAND ROAD
HARTLAND TWP., MI 48353

sheet title

FLOOR PLAN BUILDING B

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project number

20037

drawn PKS

a p p r o v e d DJM

i s s u e d d a t e

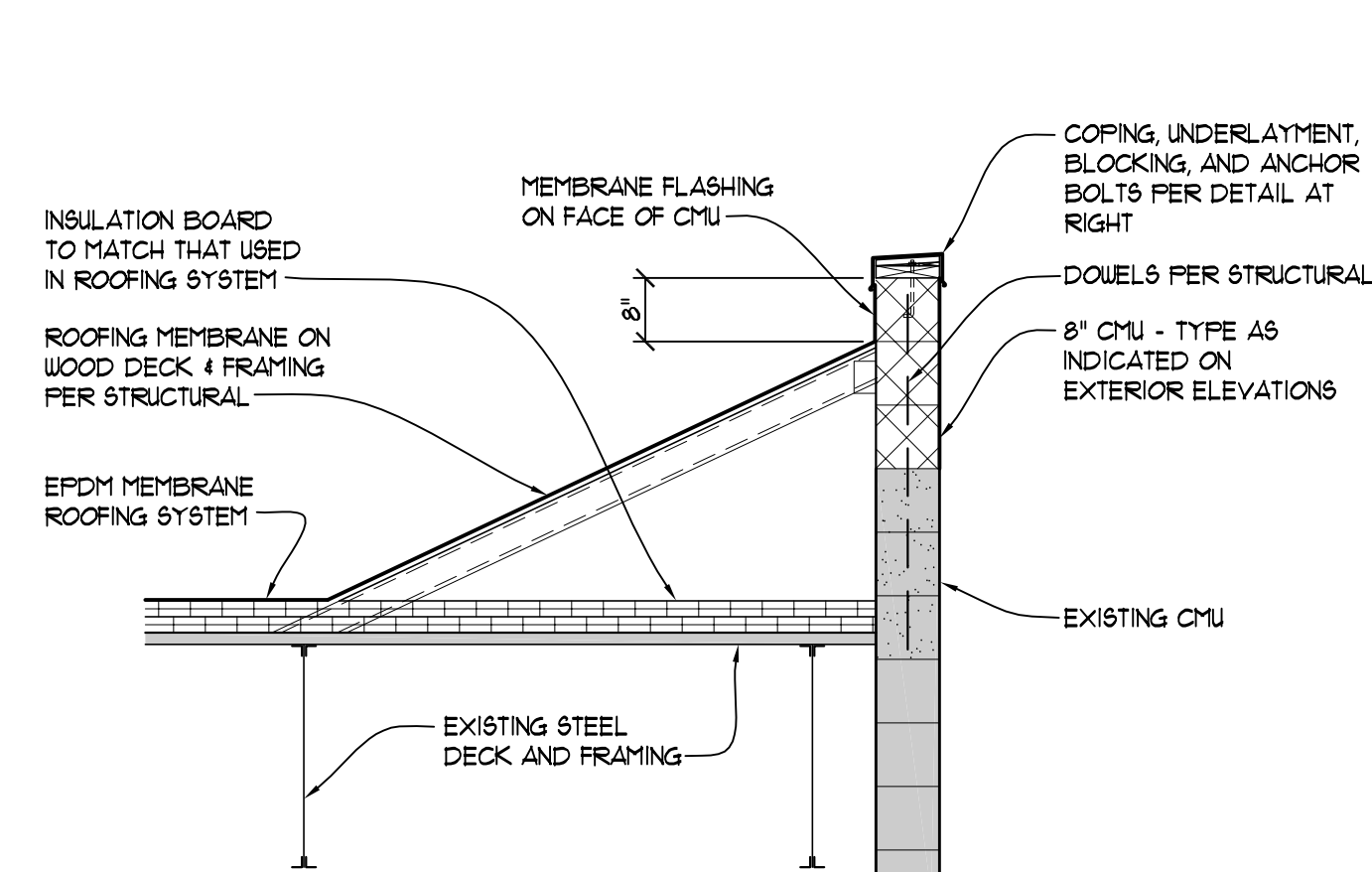
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sheet number

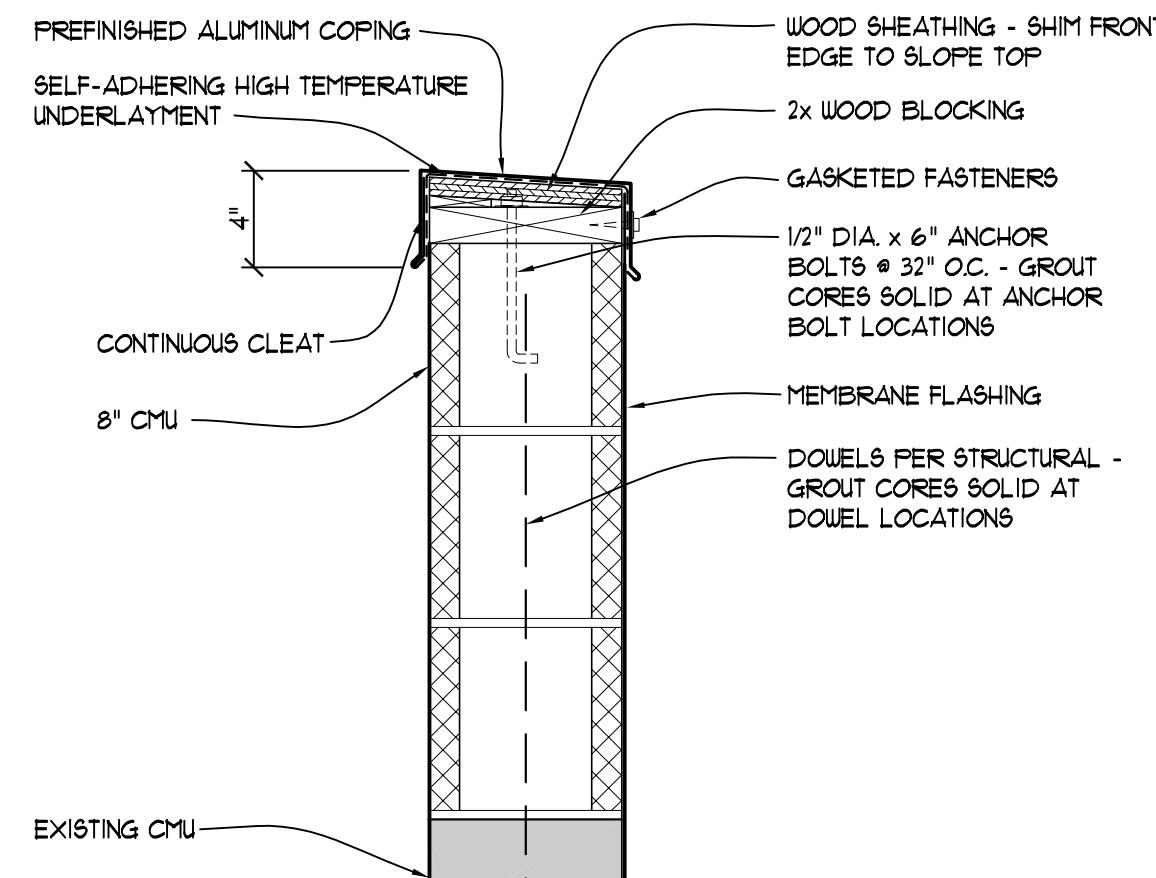
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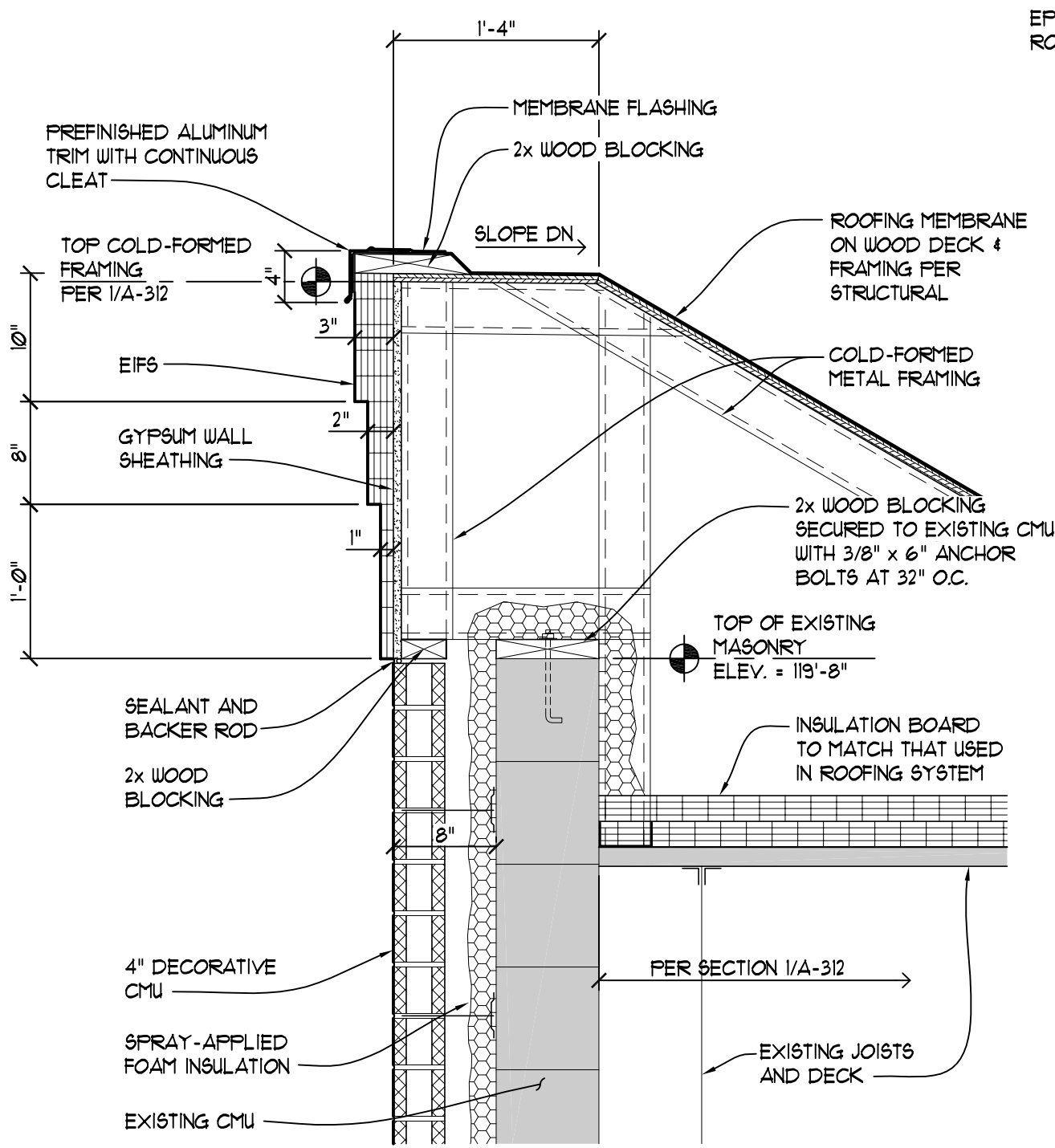
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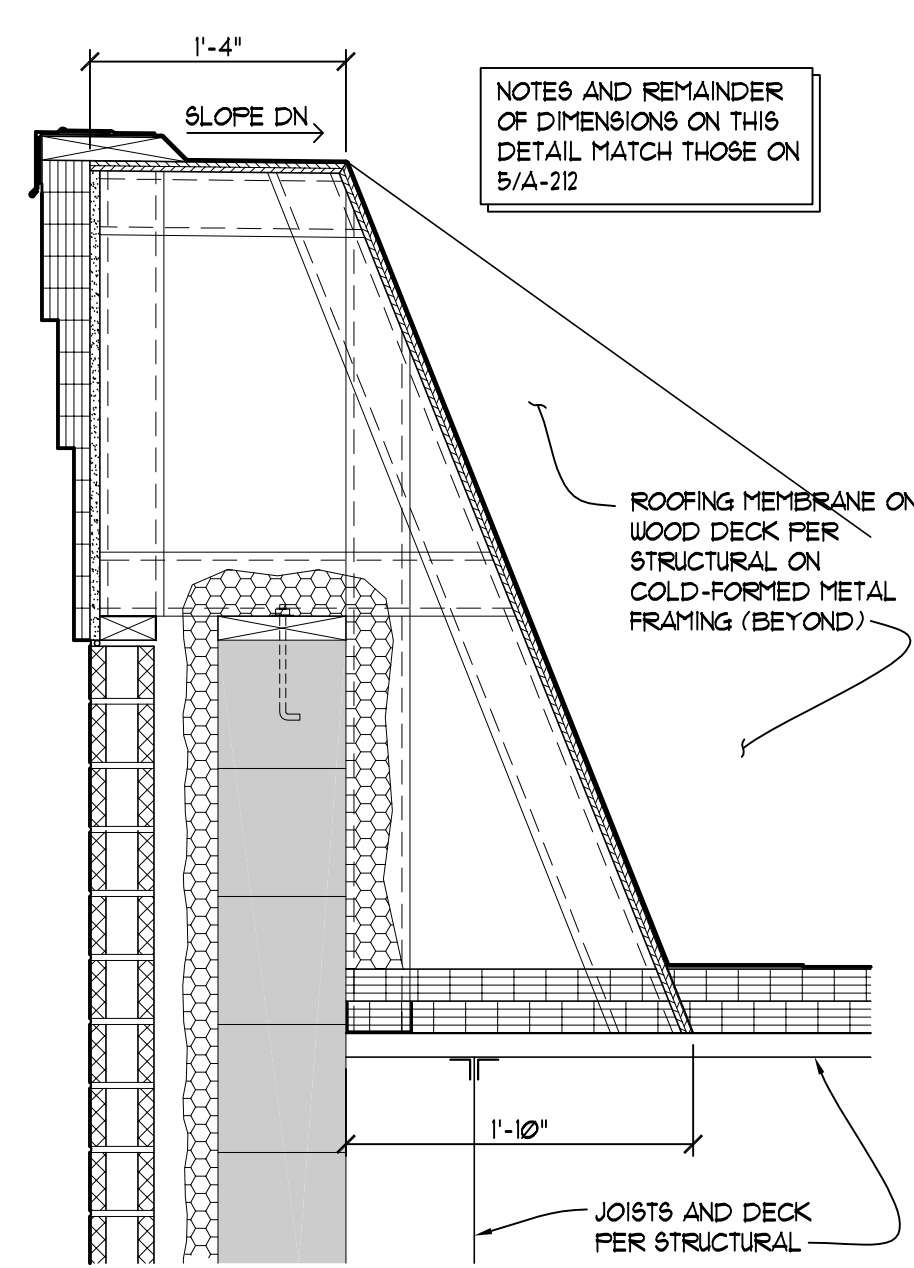
8 PARAPET SECTION
EAST WALL
1/2" = 1'-0"



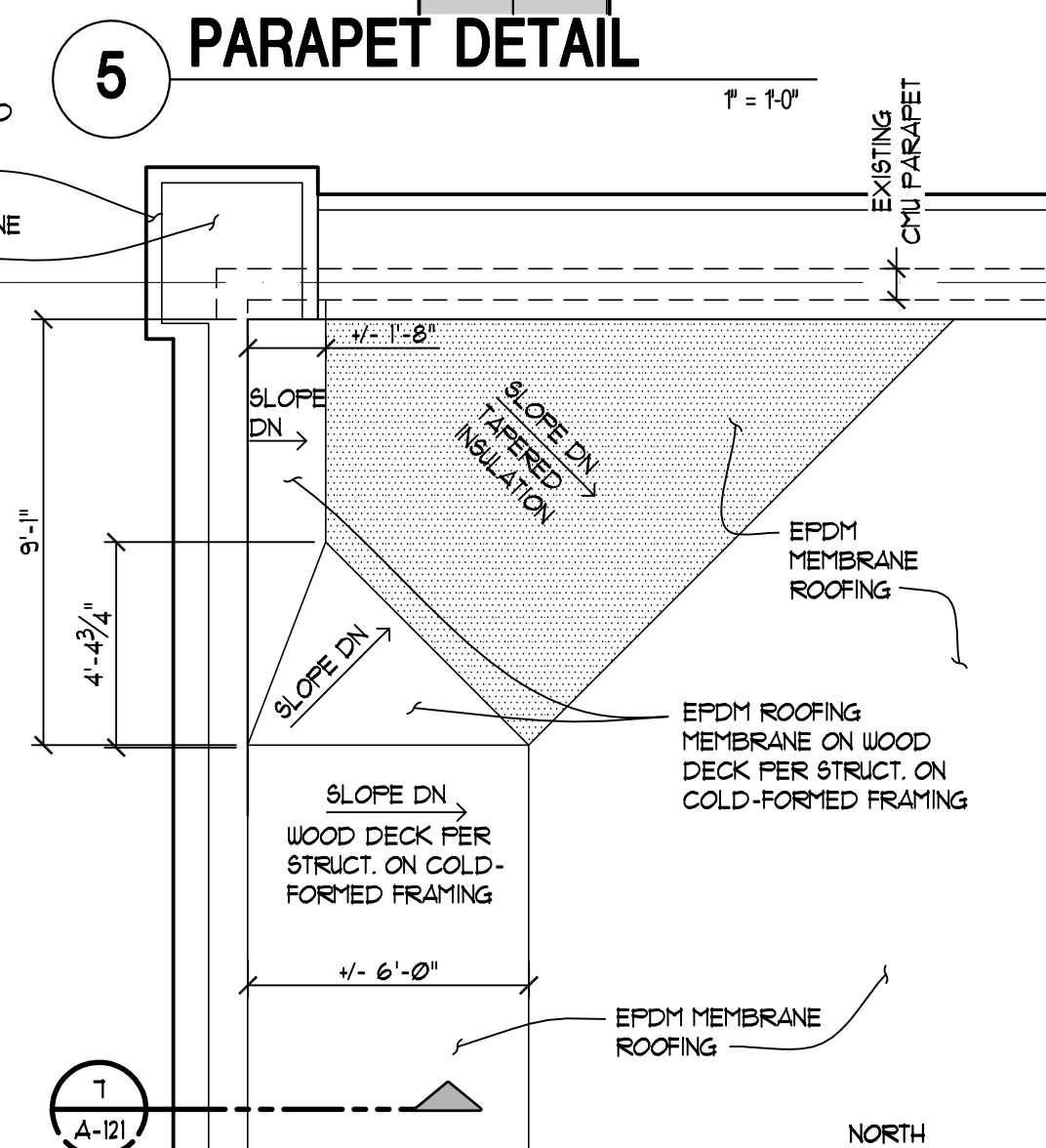
5 PARAPET DETAIL
1" = 1'-0"



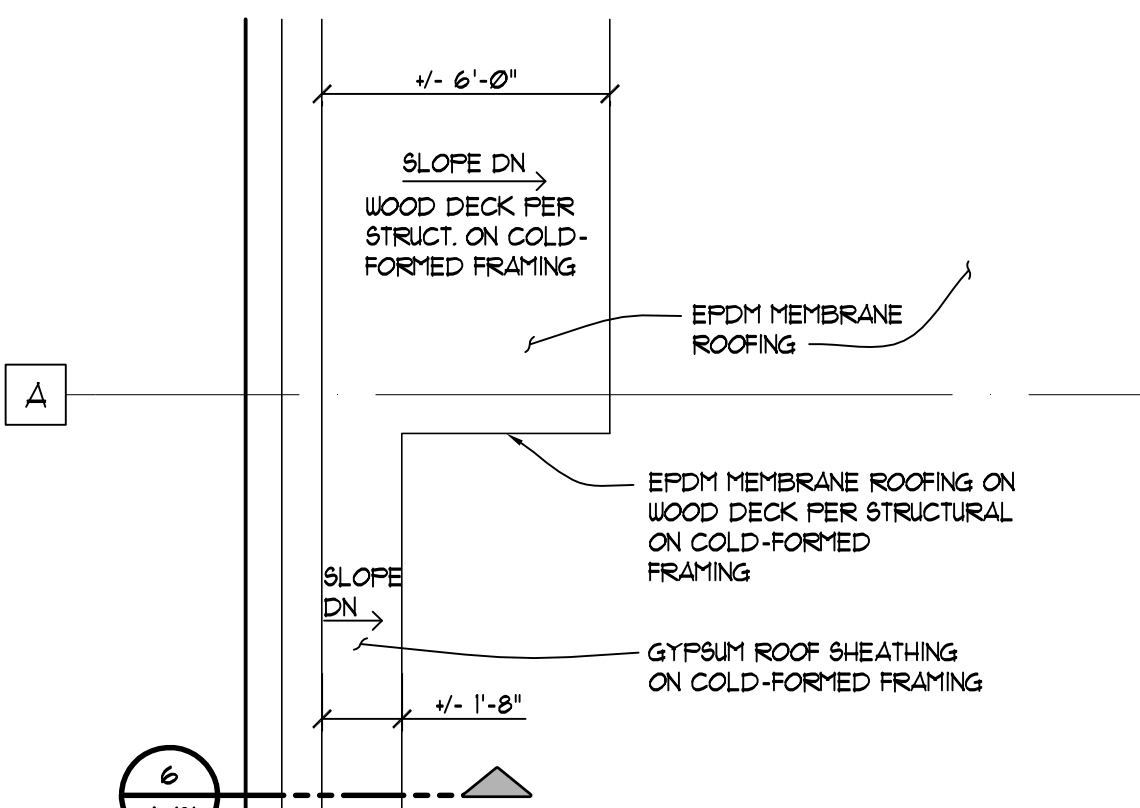
7 PARAPET DETAIL
WEST WALL
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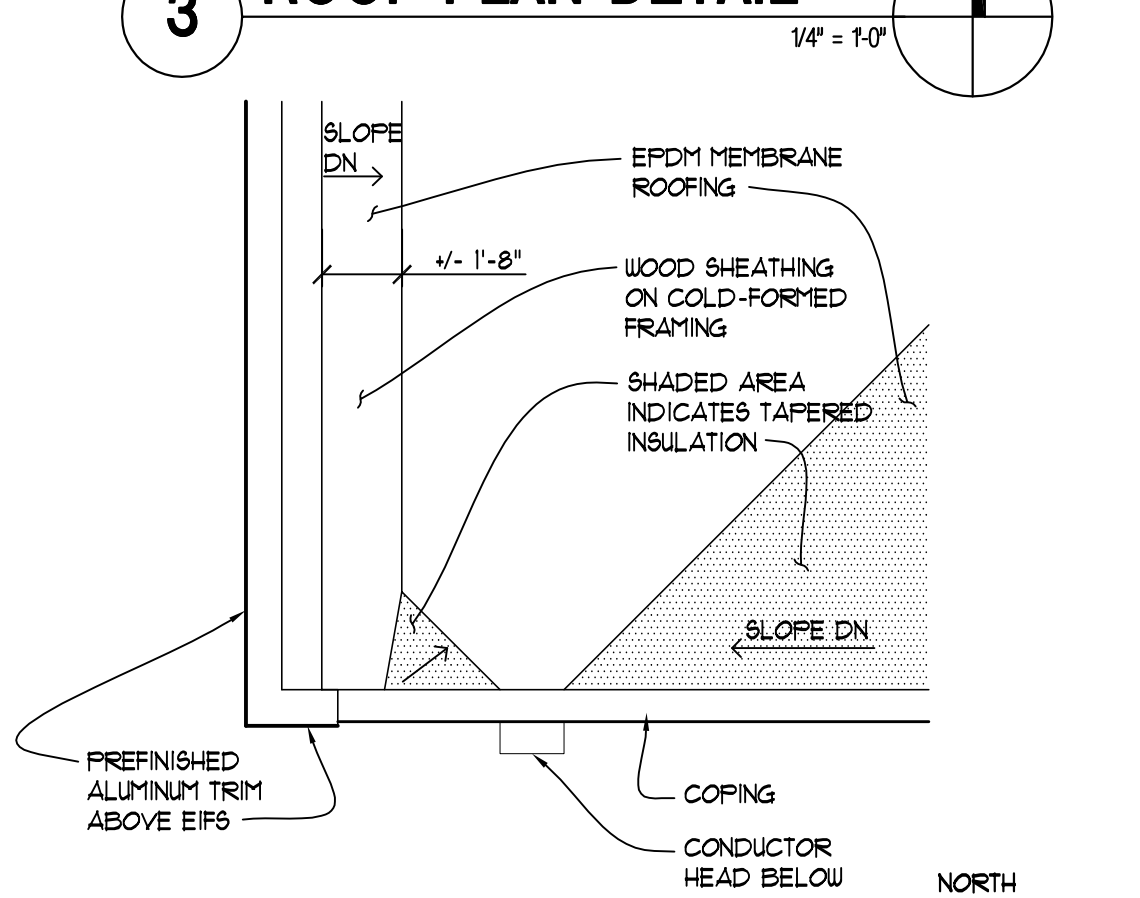
6 PARAPET DETAIL
WEST WALL
1" = 1'-0"



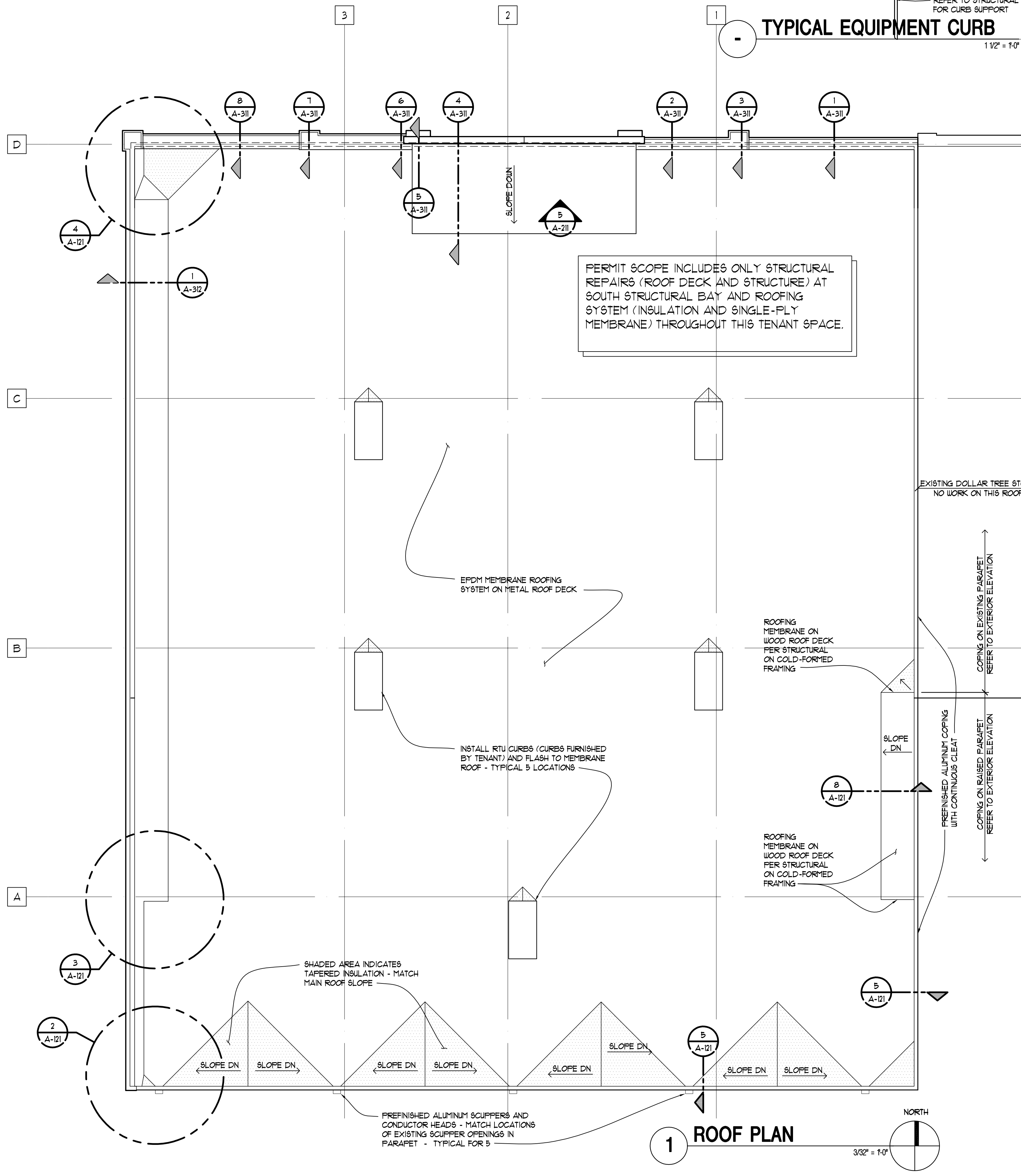
4 ROOF PLAN DETAIL
1/4" = 1'-0"



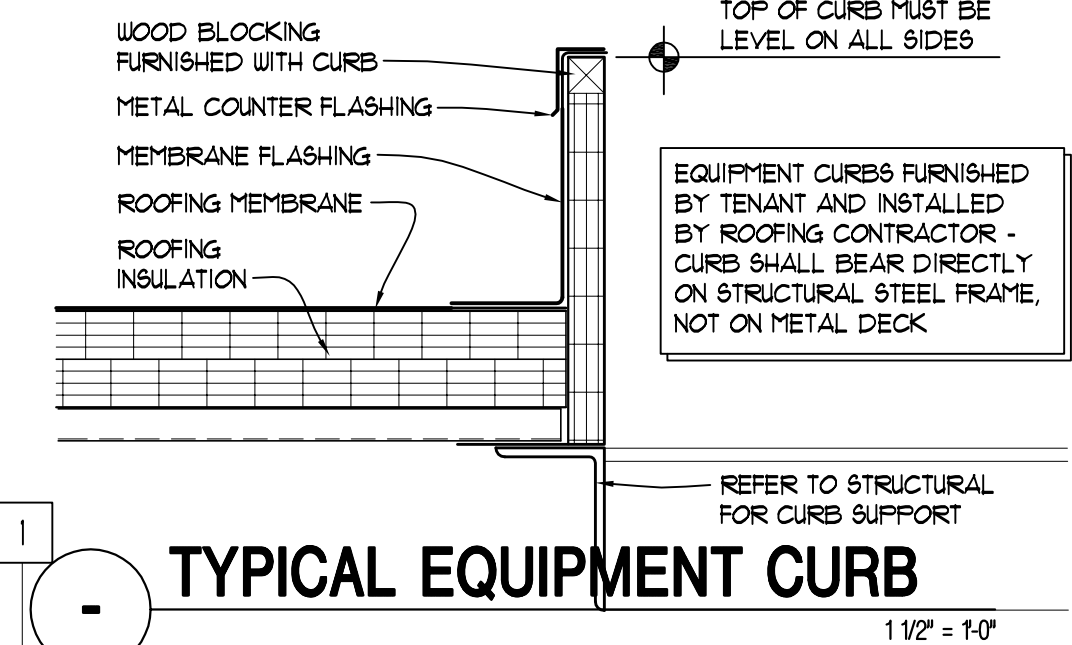
3 ROOF PLAN DETAIL
1/4" = 1'-0"



2 ROOF PLAN DETAIL
1/4" = 1'-0"



1 ROOF PLAN
3/32" = 1'-0"



TYPICAL EQUIPMENT CURB
1 1/2" = 1'-0"

PERMIT SCOPE INCLUDES ONLY STRUCTURAL REPAIRS (ROOF DECK AND STRUCTURE) AT SOUTH STRUCTURAL BAY AND ROOFING SYSTEM (INSULATION AND SINGLE-PLY MEMBRANE) THROUGHOUT THIS TENANT SPACE.



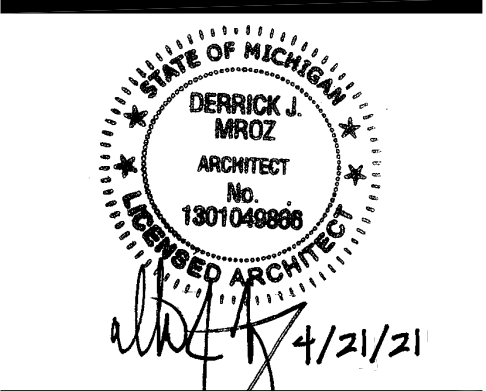
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project title
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HARTLAND
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HARTLAND TWP., MI 48353

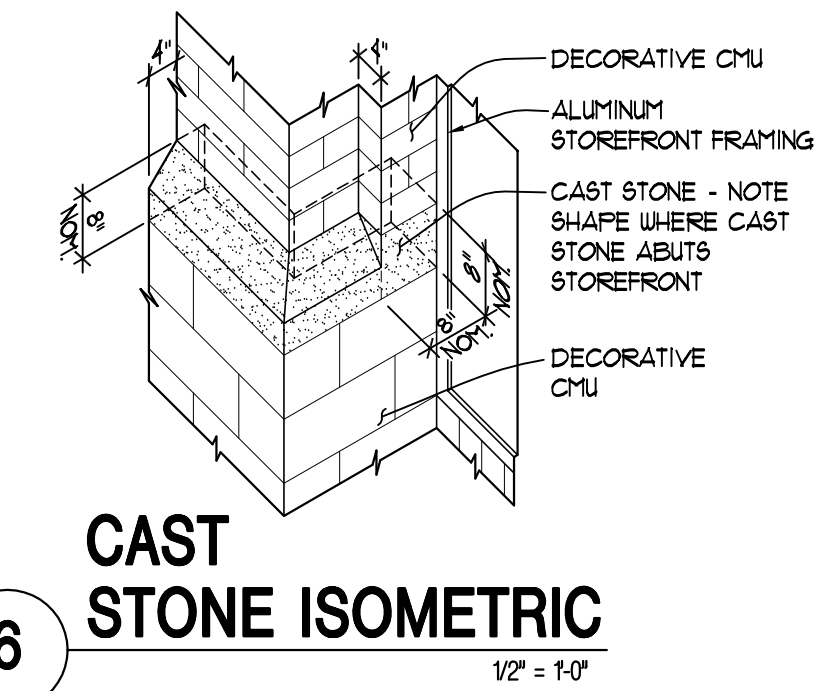
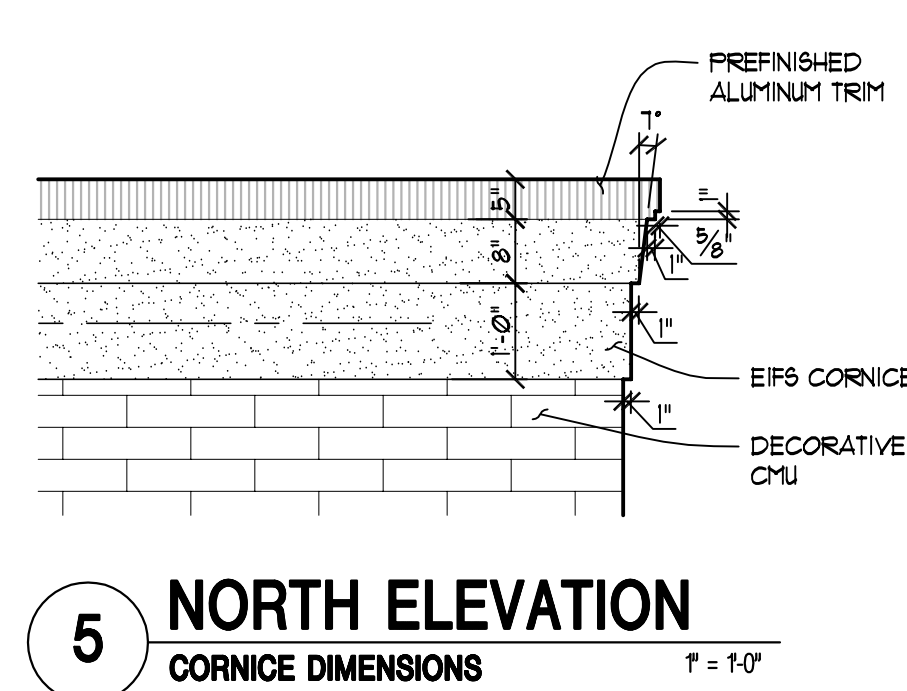
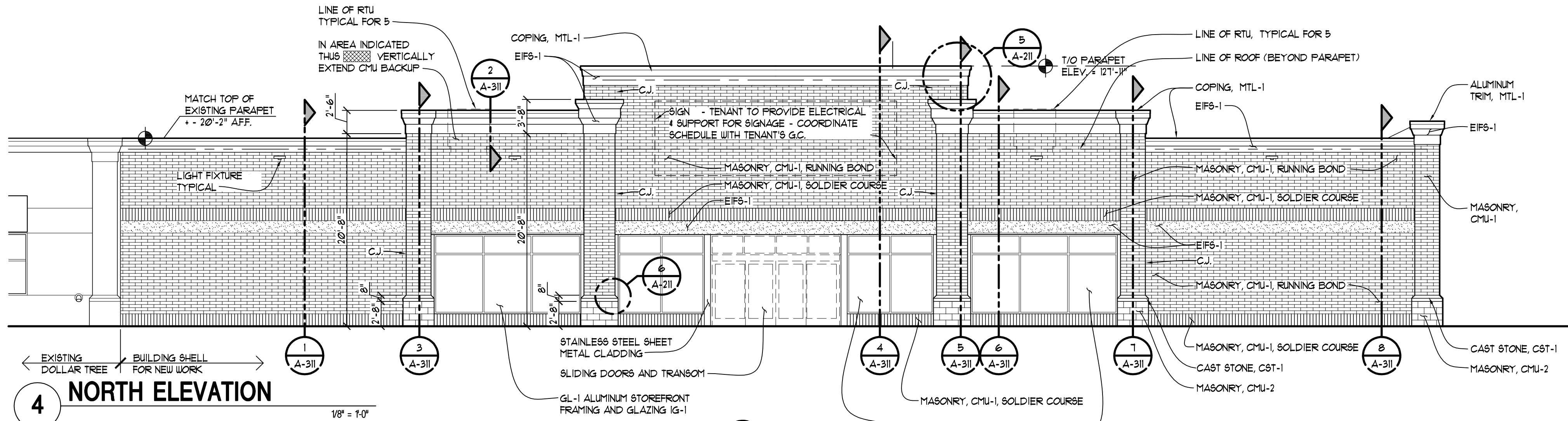
sheet title
BUILDING B:
ROOF PLAN
AND DETAILS
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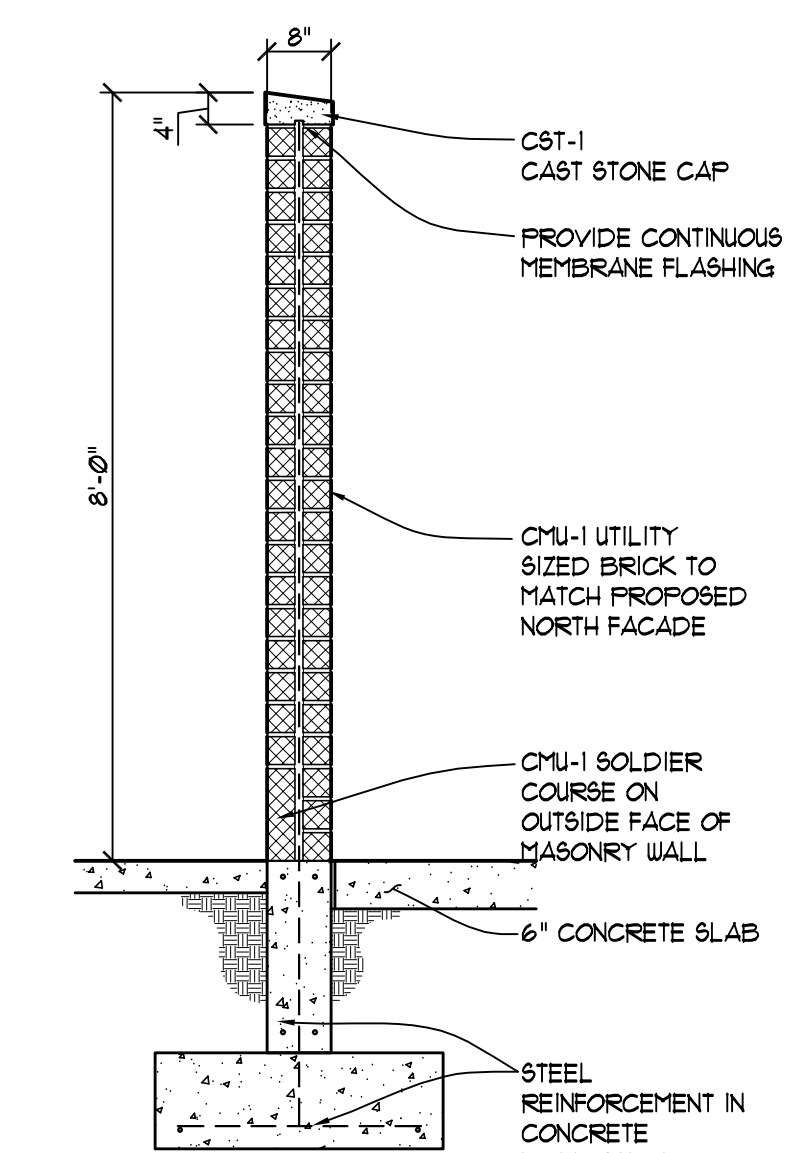
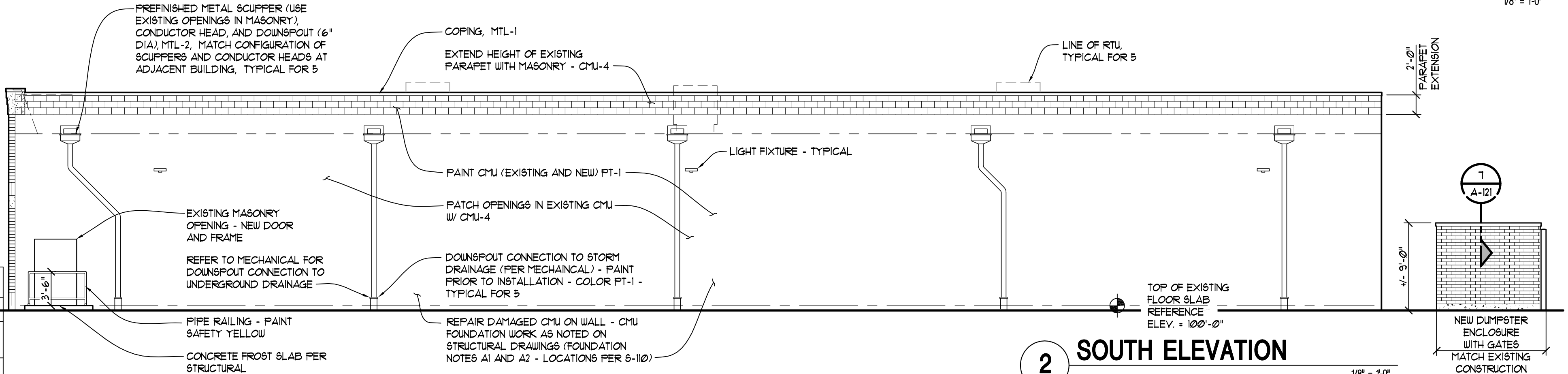
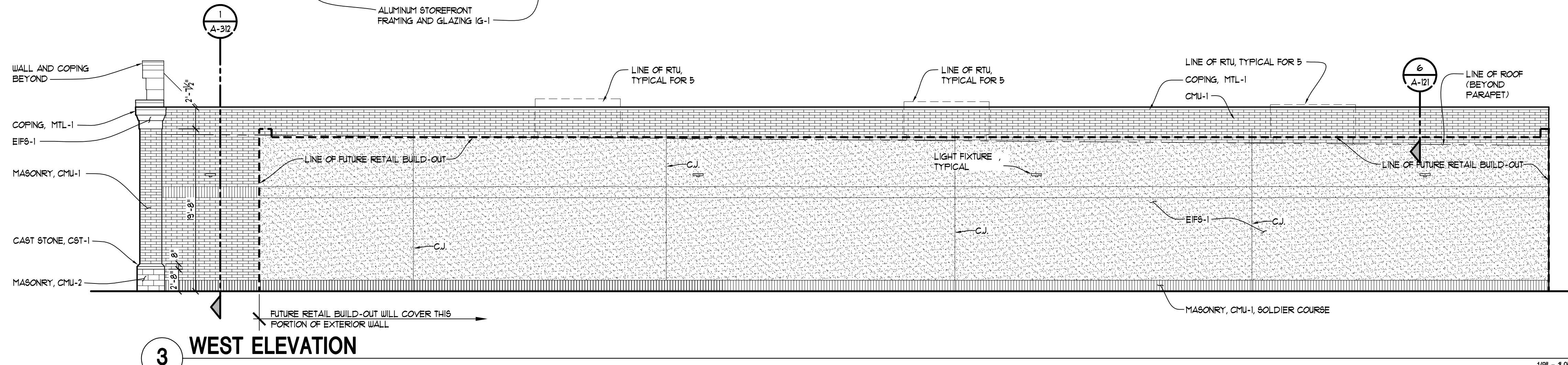
project number
20037
drawn
approved
issued
date
SITE PLAN APPROVAL 04-21-21

sheet number

A-161

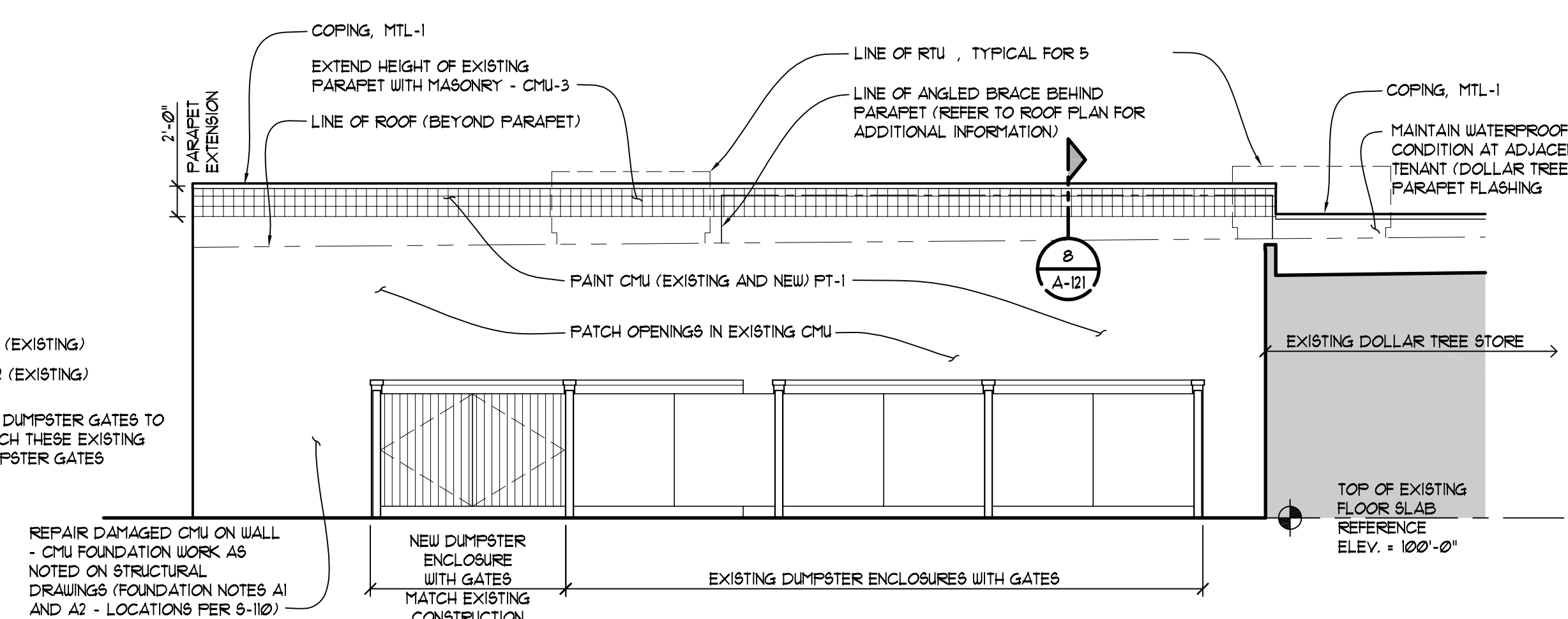


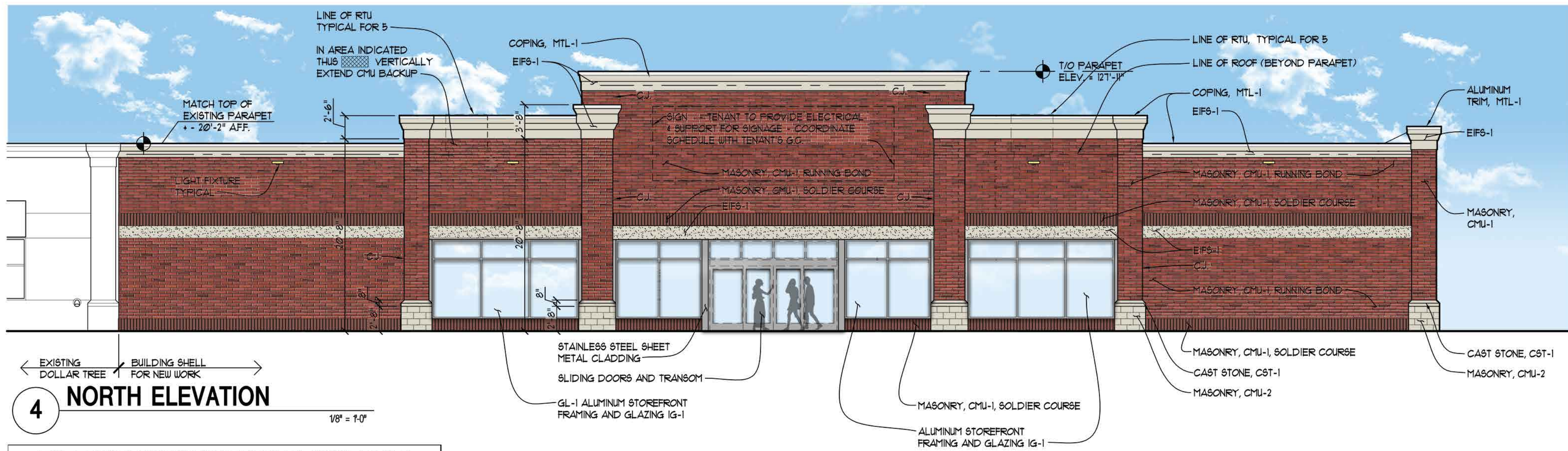
EXTERIOR FINISH MATERIALS SCHEDULE		
SYMBOL	DESCRIPTION	SPECIFICATION SECTION
CMU-1	CMU MANUF. & PRODUCT NAME: NORTHFIELD QUIK BRIK NOM. SIZE: 4" x 4" x 16" UNLESS OTHERWISE NOTED COLOR: PROMENADE BLEND GROUT: CUSTOM BUILDING PRODUCTS COLOR: LINEN	04 2000
CMU-2	CMU MANUF: GRAND BLANC CEMENT PRODUCTS NOM. SIZE: 8" x 8" x 16" STYLE & COLOR: SPLIT-FACED & BONE	
CST-1	CAST STONE COLOR: MATCH COLOR OF EXISTING CAST STONE AT ADJACENT INLINE RETAIL TENANT SPACES	04 7200
EIFS-1	EXTERIOR INSULATION FINISH SYSTEM COLOR & TEXTURE: MATCH DRYVIT BRITE WHITE #102 SANDBLAST	07 2400
GL-1	STOREFRONT SYSTEM FINISH: CLEAR ANODIZED ALUMINUM	
MTL-1	SHEET METAL - PREFINISHED ALUMINUM LOCATION: PARAPET COPING COLOR: PAC-CLAD KYMAR 500 BONE WHITE	07 6200
MTL-2	SHEET METAL - PREFINISHED ALUMINUM LOCATION: SCUPPER & DOWNSPOUT COLOR: PAC-CLAD KYMAR 500 MEDIUM BRONZE	
PT-1	MANUF: SHERWIN WILLIAMS COLOR: SW6054 CANYON CLAY SHEEN: SEMI-GLOSS	09 9100



EXTERIOR MATERIAL ALLOCATION PER FACADE			
	MASONRY	EIFS	GLAZING
FRONT / NORTH	68.0%	14.5%	17.5%
SIDE / WEST	13.6%	87.4 ^(a)	0%
BACK / SOUTH	0%	100%	0%

(a) TO BE CONCEALED BY FUTURE RETAIL CONSTRUCTION

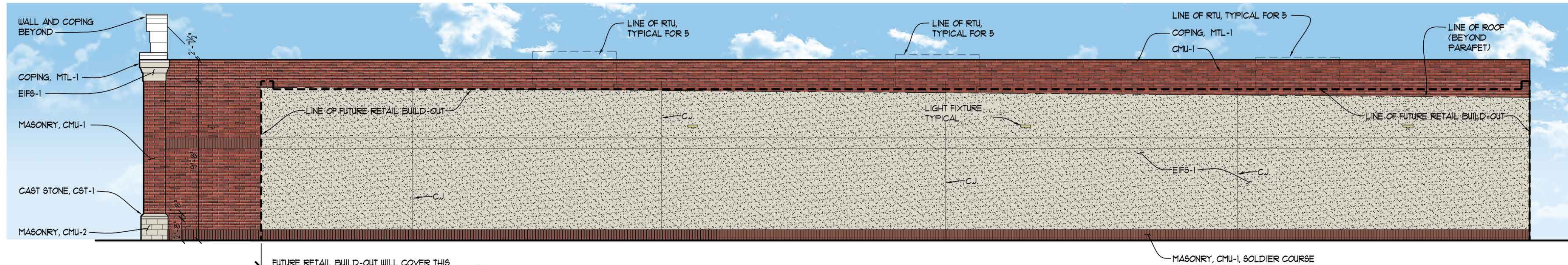




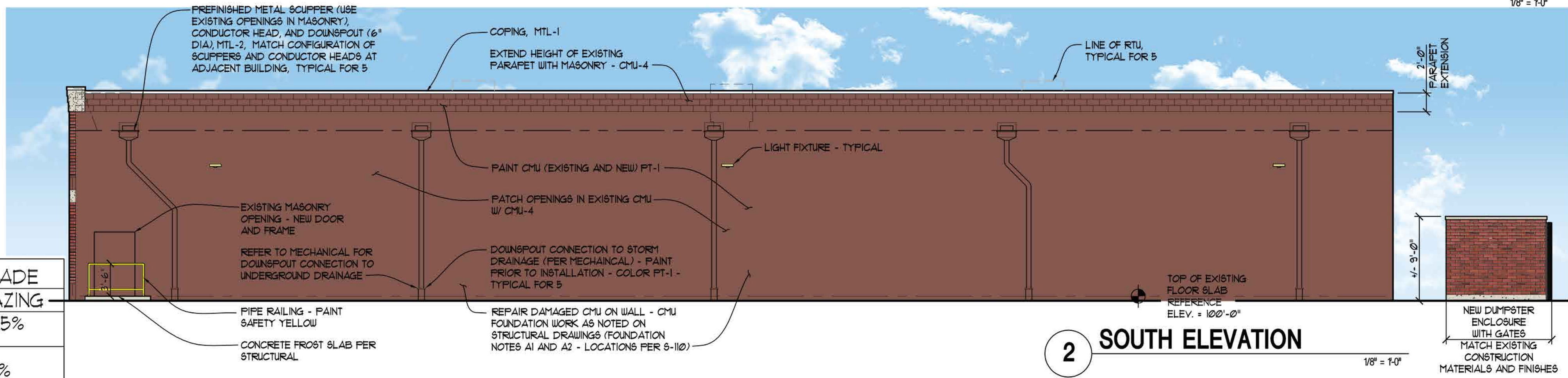
5 NORTH ELEVATION
CORNICE DIMENSIONS
1/8" = 1'-0"

6 CAST STONE ISOMETRIC
1/2" = 1'-0"

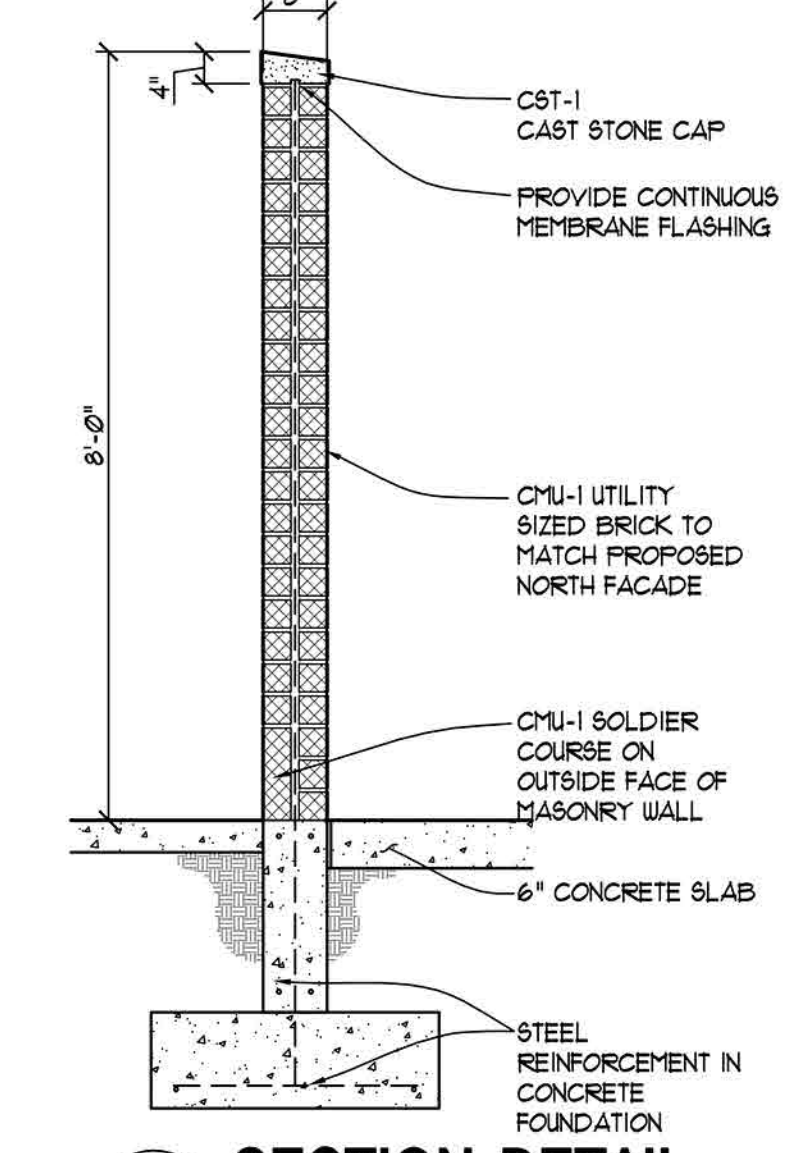
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CMU-1	CMU MANUF & PRODUCT NAME: NORTHFIELD QUIK BRIK NOM. SIZE: 4" x 4" x 16" UNLESS OTHERWISE NOTED COLOR: PROMENADE BLEND GROUT: CUSTOM BUILDING PRODUCTS COLOR: LINEN	04 2000
CMU-2	CMU MANUF: GRAND BLANC CEMENT PRODUCTS NOM. SIZE: 8" x 8" x 16" STYLE & COLOR: SPLIT-FACED & BONE	
CST-1	CAST STONE COLOR: MATCH COLOR OF EXISTING CAST STONE AT ADJACENT INLINE RETAIL TENANT SPACES	04 7200
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GL-1	STOREFRONT SYSTEM FINISH: CLEAR ANODIZED ALUMINUM	
MTL-1	SHEET METAL - PREFINISHED ALUMINUM LOCATION: PARAPET COPING COLOR: PAC-CLAD KYNAR 500 BONE WHITE	07 6200
MTL-2	SHEET METAL - PREFINISHED ALUMINUM LOCATION: SCUPPER & DOWNSPOUT COLOR: PAC-CLAD KYNAR 500 MEDIUM BRONZE	
PT-1	MANUF: SHERWIN WILLIAMS COLOR: SW6054 CANYON CLAY SHEEN: SEMI-GLOSS	09 9100



3 WEST ELEVATION
1/8" = 1'-0"



2 SOUTH ELEVATION
1/8" = 1'-0"



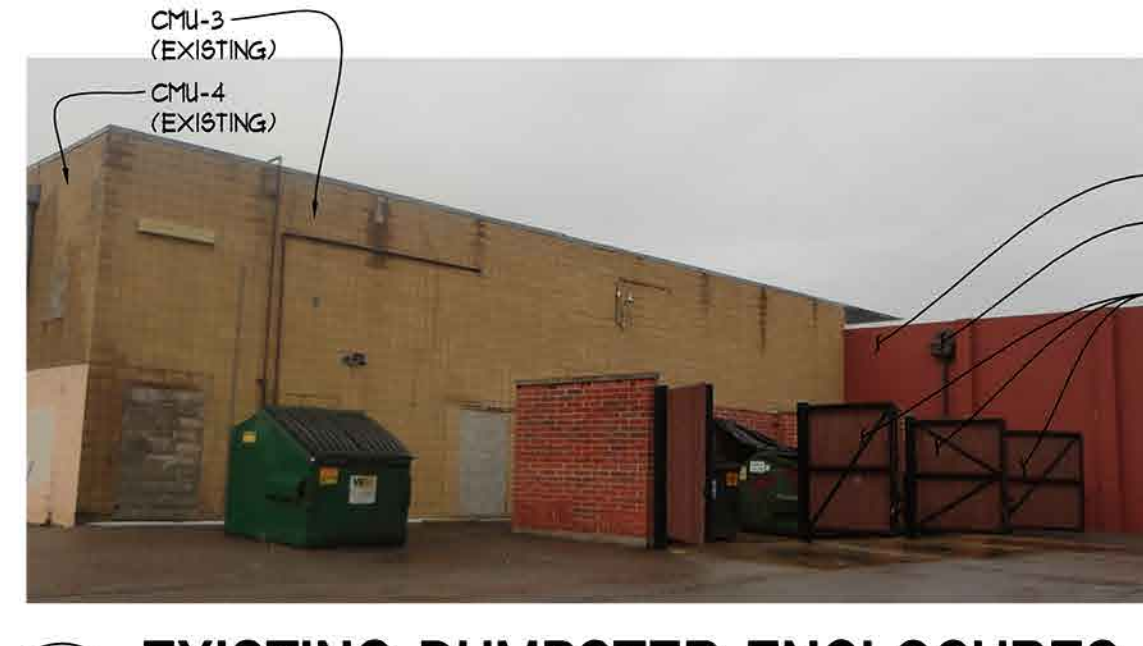
7 SECTION DETAIL
AT PROPOSED DUMPSTER ENCLOSURE
1/2" = 1'-0"

EXTERIOR MATERIAL ALLOCATION PER FACADE			
	MASONRY	EIFS	GLAZING
FRONT / NORTH	68.0%	14.5%	17.5%
SIDE / WEST	13.6%	87.4% ^(a)	0%
BACK / SOUTH	0%	100%	0%

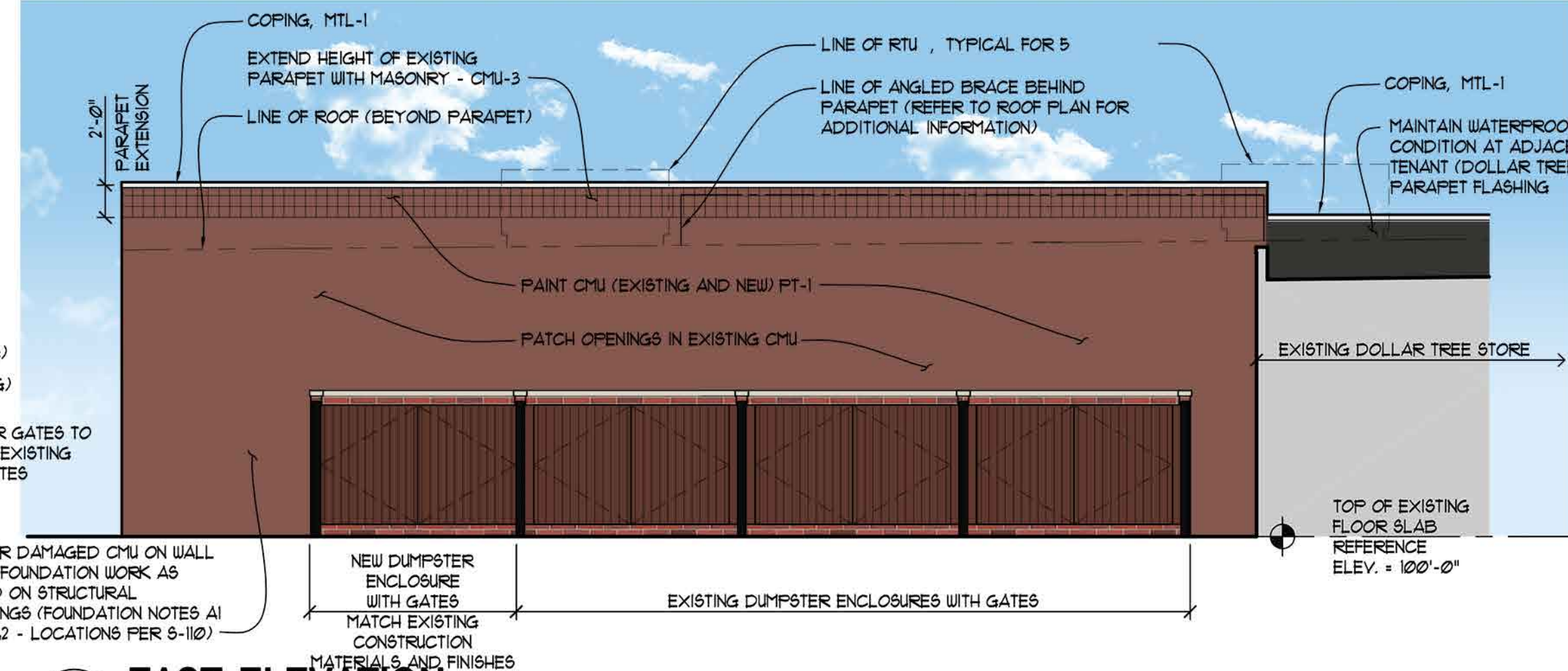
(a) TO BE CONCEALED BY FUTURE RETAIL CONSTRUCTION



8 EXISTING ADJ. BUILDING
FOR COLOR REFERENCE ONLY
NTS



9 EXISTING DUMPSTER ENCLOSURES
FOR REFERENCE ONLY
NTS



1 EAST ELEVATION
1/8" = 1'-0"

CITYSCAPE
architects

40850 Grand River Ave Suite 200
Novi, MI, 48375
248 471 7877 ph
248 471 7868 fax

client

SYMMETRY
PROPERTY MANAGEMENT & REALTY INC.

notice

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project title

**M-59
HARTLAND
MARKETPLACE
OUTLOT**

10490 HIGHLAND ROAD
HARTLAND TWP., MI 48353

sheet title

**BUILDING B:
EXTERIOR
ELEVATIONS**

DO NOT SCALE DRAWINGS
USE FIGURED DIMENSIONS ONLY

project number

20037

drawn

PKS

approved

DJM

issued

date

SITE PLAN APPROVAL

04-21-21

sheet number

A-251

Martha Wyatt

From: Martha Wyatt
Sent: Wednesday, May 19, 2021 2:18 PM
To: Martha Wyatt
Subject: Hartland Marketplace Project Narrative from Applicant

Subject: Hartland Marketplace

For a summary of the entire project scope that we are submitting, please see Project Narrative below:

Project Narrative:

This project includes work at two different areas of the Hartland Marketplace site. The first phase (Project A) will include demolishing the existing Dairy Queen outlot building and associated parking lot, and constructing two new buildings and a new parking lot, with each building having its own drive-thru window and associated lanes. Outlot Unit 1 will be approximately 4,750sf, and Unit 2 will be approximately 2,450sf.

The second phase of the project (Project B) involves a renovation to the existing shell of the endcap building of the strip mall, which was formerly used as a grocery store (Food Town). The existing building footprint shall remain unchanged, but we will reface the facades for the north and west elevations, in addition to structural repairs on the south portion of the building and installation of a new membrane roofing system over the entire tenant space.

The existing parking and sitework of the strip mall shall remain. Also, any reference to future retail construction (extending the strip mall to the west) is for reference only, and no scope of that work is being proposed at this time. Any future building expansion or modifications to this portion of the site or parking configuration will be submitted under separate application.

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Susan Dryden-Hogan, Finance Director

Subject: Sanitary Sewer Refunding Bonds, Series 2021

Date: June 9, 2021

Recommended Action

Move to approve the attached resolution to issue Sanitary Sewer Refunding Bonds, Series 2021.

Discussion

The Township previously issued Sanitary Sewer Project Refunding Bonds, Series 2011 to help improve the overall sewer forecast outlook by extending the time to pay, but with no savings. Interest only payments have been made since 2012, therefore the outstanding principal remains \$5,610,000. These bonds are now eligible to be refunded (called) as of November 1, 2021. As a refunding will provide excellent savings on the interest payments, staff recommends moving forward with this process.

Steven Burke, MFCI, LLC has provided a projection of interest savings to the 595 Sewer Expansion Fund between \$1.5 Million and \$1.8 Million. See his analysis attached.

The provided resolution, drafted by our bond counsel, Clark Hill, includes two options for sale of the bonds, competitive sale and negotiated sale. This is standard language that provides for the most flexibility. A competitive sale will result in lower interest costs but is more expensive due to the need for a bond rating. A negotiated sale will result in less interest savings but lower issuance costs. Over the next couple of weeks, staff will determine which is the most advantageous.

Financial Impact

A budget amendment will be brought forth in November, after the bond closing to account for the actual issuance fees and bond interest.

Attachments

Refunding Bond Resolution – Sanitary Sewer Bonds, Series 2021
Hartland Sewer RFBonds2, accelerated

TOWNSHIP OF HARTLAND

At a _____ meeting of the Township Board of the Township of Hartland, Livingston Township, Michigan, held in the Township Hall, Hartland, Michigan on _____, 2021 at __:__.m., Eastern Daylight Savings Time there were:

PRESENT: _____

ABSENT: _____

The following resolution was offered by Trustee _____ and seconded by Trustee _____:

REFUNDING BOND RESOLUTION BONDS NOT TO EXCEED \$5,800,000 Hartland Township – Sanitary Sewer Bonds, Series 2021

WHEREAS, pursuant to the provisions of Act No. 34, Public Acts of Michigan, 2001, as amended, the Township of Hartland, located in Livingston Township (the "Township") and the Township of Livingston (the "Township") have issued the Hartland Township Sanitary Sewer Project Refunding Bonds, Series 2011 dated as of November 1, 2011 (the "Prior Bonds"), in the original principal amount of \$5,610,000 to defray the cost of Refunding an earlier bond issue; and

WHEREAS, the Prior Bonds remain outstanding in the aggregate principal amount of \$5,610,000 maturing in various principal amounts on November 1 in the years 2026 through 2033 and bear interest at rates of 4.000% up to 5.250%; and

WHEREAS, pursuant to Act No. 34, Public Acts of Michigan, 2001, as amended, ("Act 34") the Township is authorized to refund all or any part of its funded indebtedness; and

WHEREAS, the Township may call any or all of the Prior Bonds on November 1, 2021; and

WHEREAS, the Township has determined that it is necessary and appropriate at this time to issue a series of bonds pursuant to Act 34 to refund part or all of the Prior Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE TOWNSHIP OF HARTLAND as follows:

1. **Issuance of Refunding Bonds.** Refunding bonds of the Township aggregating in the principal amount not to exceed Five Million Eight Hundred Thousand Dollars (\$5,800,000)

(the "Bonds") shall be issued and sold pursuant to the provisions of Act 34, and other applicable statutory provisions, for the purpose of refunding all or part of the Prior Bonds (the "Refunded Bonds").

2. **Refunding Bond Details.** The Bonds shall be known as "Hartland Township – Sanitary Sewer Refunding Bonds, Series 2021" and shall be dated August 1, 2021 or such later date not more than twelve calendar months thereafter as the Township Treasurer or Township Finance Director shall provide in either the Official Notice of Sale or the Request for Proposal. The Township Treasurer or Township Finance Director are hereby designated as an "Authorized Officer" to act for and on behalf of the Township in connection with the sale of the Bonds. The Bonds shall be fully registered Bonds, both as to principal and interest, in any one or more denominations of \$5,000 or a multiple of \$5,000 numbered from 1 upwards as determined by the Township Finance Director, regardless of rate and maturity date. The total amount of Bonds to be issued shall not exceed \$5,800,000 and shall not mature later than November 1, 2033. Subject, however, to adjustment as described under "INCREASE OR DECREASE IN AGGREGATE AMOUNT OF BONDS", Section 7, if \$5,420,000 in Bonds are to be issued, the Bonds shall mature on November 1 in each year as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2023	\$25,000	2029	\$680,000
2024	25,000	2030	660,000
2025	25,000	2031	645,000
2026	725,000	2032	625,000
2027	710,000	2033	600,000
2028	700,000		

The Bonds shall be in substantially the form attached hereto as *EXHIBIT A* with such changes, additions or deletions as are not inconsistent with this resolution.

3. **Discount.** The Bonds may be offered for sale at a price of not less than 99% of the face amount thereof, and the Authorized Officer is authorized, in his or her discretion, to provide for a higher minimum purchase price in the Request for Proposal of the Bonds.

4. **Prior Redemption.** The Bonds maturing on or after November 1, 2032 shall be subject to redemption prior to maturity at the option of the Township, in any order, in whole or in part on any date on or after November 1, 2031. Bonds called for redemption shall be redeemed at par, plus accrued interest to the date fixed for redemption.

With respect to partial redemptions, any portion of a bond outstanding in a denomination larger than the minimum authorized denomination may be redeemed provided such portion as well as the amount not being redeemed each constitute an authorized denomination. In the event that less than the entire principal amount of a bond is called for redemption, upon surrender of the Bond to the bond registrar, the bond registrar shall authenticate and deliver to the registered owner of the Bond a new bond in the principal amount of the principal portion not redeemed.

Notice of redemption shall be sent to the registered holder of each bond being redeemed by first class mail at least thirty (30) days prior to the date fixed for redemption, which notice shall fix the date of record with respect to the redemption if different than otherwise provided in the resolution authorizing the issuance of the bonds. Any defect in such notice shall not affect the validity of the redemption proceedings. Bonds so called for redemption shall not bear interest after the redemption date, provided funds are on hand with the bond registrar to redeem the same.

5. **Payment of Interest and Date of Record.** The Bonds shall bear interest payable May 1, 2022, and semi-annually thereafter on each November 1 and May 1, until maturity, which interest rate shall not exceed 5% per annum. Interest shall be mailed by first class mail to the registered owner of each Bond as of the applicable date of record.

The date of record shall be April 15 with respect to payments to be made on May 1 and October 15 with respect to payments to be made on November 1.

6. **Adjustment of Refunding Bond Maturities.** The Authorized Officer is authorized by order in the form attached as *EXHIBIT B* to adjust the amounts of the maturities of the Bonds, as set forth in Section 7.

7. **Increase or Decrease in Aggregate Amount of Refunding Bonds.** In the event the amount necessary to refund the Bonds shall be more or less than \$5,420,000, the Authorized Officer shall increase the principal amount of the Bonds by up to \$380,000, or decrease the principal amount of the Bonds by any amount to the extent required to avoid the issuance of more Bonds than will be required in light of the amount of Bonds to be issued and proposals received, which increase or decrease may be applied to any one or more of the maturities and the Notice of Sale if one is to be used shall so provide or be changed accordingly. In the event the Authorized Officer determines to contribute additional amounts toward the refunding of the bonds, the bonds shall further be reduced by the amount of such contribution.

8.(A) **Bond Registrar and Paying Agent/Book Entry Depository Trust.** The Authorized Officer shall enter into an agreement with, The HUNTINGTON NATIONAL BANK, Grand Rapids, Michigan, a bond registrar and paying agent for the Refunding Bonds which shall be a bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Authorized Officer from time to time as required may designate a similarly qualified successor bond registrar and paying agent. The Bonds shall be deposited with a depository trustee designated by the Authorized Officer who shall transfer ownership of interests in the Bonds by book entry and who shall issue depository trust receipts or acknowledgments to owners of interests in the Bonds. Such book entry depository trust arrangement, and the form of depository trust receipts or acknowledgments, shall be as determined by the Authorized Officer after consultation with the depository trustee. The Authorized Officer is authorized to enter into any depository trust agreement on behalf of the Township upon such terms and conditions as the Authorized Officer shall deem appropriate and not otherwise prohibited by the terms of this Resolution, which Contract shall be executed by the Authorized Officer. The depository trustee may be the same as the Registrar otherwise named by the Authorized Officer, and the Bonds may be transferred in part by depository trust and in part by transfer of physical certificates as the Authorized Officer may determine.

(B) **Exchange and Transfer of Bonds.**

(i) The Bonds, upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney, at the option of the registered owner thereof, may be exchanged for Bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bonds.

(ii) The Bonds shall be transferable upon the books of the Township, which shall be kept for that purpose by the bond registrar and paying agent, only upon surrender of such Bonds together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney.

(iii) Upon the exchange or transfer of the Bonds, the bond registrar and paying agent on behalf of the Township shall cancel the surrendered Bonds and shall authenticate and deliver to the transferee new Bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bonds. If, at the time the bond registrar and paying agent authenticates and delivers new Bonds pursuant to this Section, payment of interest on the Bonds is in default, the bond registrar and paying agent shall endorse upon the new Bonds the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is _____, ____."

(iv) The Township and the bond registrar and paying agent may deem and treat the person in whose name the Bonds shall be registered upon the books of the Township as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all payments made to any such registered owner, or upon his or her order, in accordance with the provisions of Section 5 of this Resolution shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the Township nor the bond registrar and paying agent shall be affected by any notice to the contrary. The Township agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

(v) For every exchange or transfer of the Bonds, the Township or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

(vi) The bond registrar and paying agent shall not be required to transfer or exchange the Bonds or portion of the Bonds which has been selected for redemption.

9. **Mutilated, Lost, Stolen or Destroyed Bonds.** In the event any Bond is mutilated, lost, stolen, or destroyed, the Township Supervisor and the Township Clerk may, on behalf of the Township, execute and deliver, or order the Bond Registrar to authenticate and deliver, a new Bond having a number not then outstanding, of like date, maturity and denomination as mutilated, lost, stolen, or destroyed.

In the case of a mutilated Bond, a replacement Bond shall not be delivered unless and until such mutilated Bond is surrendered to the Bond Registrar. In the case of a lost, stolen, or destroyed Bond, a replacement Bond shall not be delivered unless and until the Township and the Bond Registrar have received such proof of ownership and loss and indemnity as they determine to be sufficient, which shall consist at least of (i) a lost instrument Bond for principal and interest remaining unpaid on the lost, stolen or destroyed Bond; (ii) an affidavit of the registered owner (or his or her attorney) setting forth ownership of the Bond lost, stolen or destroyed and the circumstances under which it was lost, stolen or destroyed; (iii) the agreement of the owner of the Bond (or his or her attorney) to fully indemnify the Township and the Bond Registrar against loss due to the lost, stolen or destroyed Bond and the issuance of any replacement Bond in connection therewith; and (iv) the agreement of the owner of the Bond (or his or her attorney) to pay all expenses of the Township and the Bond Registrar in connection with the replacement, including the transfer and exchange costs which otherwise would be paid by the Township.

10. **Execution and Delivery.** The Township Supervisor and the Township Clerk are hereby authorized and directed to execute the Bonds for and on behalf of the Township by manually executing the same or by causing their facsimile signatures to be affixed. If facsimile signatures are used, the Bonds shall be authenticated by the Bond Registrar before delivery. The Bonds shall be sealed with the Township's seal or a facsimile thereof shall be imprinted thereon. When so executed and (if facsimile signatures are used) authenticated, the Bonds shall be delivered to the Authorized Officer, who is hereby authorized and directed to deliver the Bonds to the purchaser upon receipt in full of the purchase price for the Bonds.

11. **Amounts Pledged for Repayment - Limited Tax Full Faith and Credit.** The Bonds shall be repaid from the revenue from the Township's Sanitary Sewer System and Sanitary Sewer Special Assessment.

The Township hereby pledges its full faith and credit for the payment of the Bonds when due and agrees that it will levy each year such ad valorem taxes as shall be necessary for the payment of such Bonds, which taxes, however, will be subject to applicable constitutional and statutory limitations on the taxing power of the Township, and which shall not be in an amount or at a rate exceeding that necessary to pay the Bonds.

If the Township, at the time prescribed by law for the making of its annual tax levy, shall have other funds on hand which have been set aside and earmarked for payment of its obligations under this Bond Resolution for which a tax levy would otherwise have to be made, then the tax levy shall be reduced by the amount of such other funds.

The Township expects to use the collection of special assessments levied against benefited properties within the Township to make the payments due on the Bonds. These special assessments, and the interest due thereon, are in excess of the principal and interest on the Bonds.

12. **Bond Payment Fund.** The Township shall establish and maintain a bond payment fund (the "Bond Payment Fund") to be used solely for the purpose of (i) paying principal of, premium, if any, and interest on the Bonds as well as costs, including the fees and expenses of the Bond Registrar, incidental to the Bonds; (ii) the annual fees and expenses of the escrow agent under an escrow agreement; and (iii) the fees and expenses of the paying agent or paying agents for the Bonds.

13. **Use of Proceeds.** The proceeds of the sale of the Bonds shall be used as follows:

- a. Accrued interest shall be transferred to the Bond Fund created pursuant to Section 12 above;
- b. There shall next be transferred to an escrow fund (the "Escrow Fund") an amount which will be sufficient to pay when due the principal of, premium, if any, and interest on the Refunded Bonds when due upon redemption; and
- c. The balance of the proceeds shall be used to pay some or all of the costs of financing including, but not limited to, publication costs, financial costs, consultant fees, counsel fees, printing costs, application fees, bond insurance premiums, rating fees and any other fees or costs incurred in connection with the financing.

14. **Escrow Agreement; Redemption of Refunded Bonds.** In order that the Refunded Bonds may be properly defeased in accordance with Act 34, the Township shall enter into an escrow agreement as (the "Escrow Agreement"), with THE HUNTINGTON NATIONAL

BANK, Grand Rapids, Michigan. The Escrow Agreement shall be in substantially the form attached as *EXHIBIT C* to this Resolution (with such changes, modifications and additions as may be approved by the Authorized Officer). The Escrow Agreement shall be completed by the Authorized Officer with appropriate figures prior to execution on behalf of the Township by the Authorized Officer.

Upon execution of the Escrow Agreement and delivery of the Bonds, the Township and/or the escrow agent shall take all necessary steps to cause the Refunded Bonds to be redeemed at the earliest possible redemption date or dates.

15. **Investments.** Moneys in the Bond Payment Fund may be continuously invested and reinvested in United States government obligations, obligations the principal and interest on which are unconditionally guaranteed by the United States government, or in interest-bearing time deposits selected by the Authorized Officer which are permissible investments for surplus funds under Act No. 20, Public Acts of Michigan, 1943, as amended. Such investments shall mature, or be subject to redemption at the option of the holder, not later than the dates moneys in such fund will be required to pay the principal of, premium, if any, and interest on the Bonds. Obligations purchased as an investment of moneys in the Bond Payment Fund shall be deemed at all times to be a part of such fund, and the interest accruing thereon and any profit realized from such investment shall be credited to such fund.

16. **Depositories.** All of the banks located in the State of Michigan are hereby designated as permissible depositories of the moneys in the funds established by this Resolution, except that the moneys in the Bond Payment Fund shall only be deposited in such banks where the principal of, premium, if any, and interest on the Bonds are payable. The Authorized Officer shall select the depository or depositories to be used from those banks authorized in this Section.

17. **Arbitrage and Tax Covenants.** Notwithstanding any other provision of this Resolution, the Township covenants that it will not at any time or times:

(a) Permit any proceeds of the Bonds or any other funds of the Township or under its control to be used directly or indirectly (i) to acquire any securities or obligations, the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) in a manner which would result in the exclusion of any Bond from the treatment afforded by Section 103(a) of the Code by reason of the classification of any Bond as a "private activity bond" within the meaning of Section 141(a) of the Code, as a "private loan bond" within the meaning of Section 141(a) of the Code or as an obligation guaranteed by the United States of America within the meaning of Section 149(b) of the Code; or

(b) Take any action, or fail to take any action (including failure to file any required information or other returns with the United States Internal Revenue Service or to rebate amounts to the United States, if required, at or before the time or times required), within its control which action or failure to act would (i) cause the interest on the Bonds to be includible in gross income for federal income tax purposes, cause the interest on the Bonds to be includible in computing any alternative minimum tax (other than the alternative minimum tax applicable to interest on all tax-exempt obligations generally) or cause the proceeds of the Bonds to be used directly or indirectly by an organization described in Section 501(c)(3) of the Code, or (ii) adversely affect the exemption of the Bonds and the interest thereon from the State of Michigan income taxation.

18. **Qualified Tax-Exempt Obligations.** The Bonds are designated as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of Section 265 of the Code unless, at the time of the sale, the Bonds shall be

determined to not be qualified for such designation, in which event the Request for Proposal shall reflect such change in designation.

19. **Defeasance or Redemption of Bonds.** If at any time,

- (a) the whole amount of the principal of, premium, if any, and interest on all outstanding Bonds shall be paid, or
- (b) (i) sufficient moneys, or Government Obligations (as defined in this Section) not callable prior to maturity, the principal of, premium, if any, and interest on which when due and payable will provide sufficient moneys, to pay the whole amount of the principal of, premium, if any, and interest on all outstanding Bonds as and when due at maturity or upon redemption prior to maturity shall be deposited with and held by a trustee or an escrow agent for the purpose of paying the principal of, premium, if any, and interest on such Bonds as and when due, and (ii) in the case of redemption prior to maturity, all outstanding Bonds shall have been duly called for redemption (or irrevocable instructions to call such Bonds for redemption shall have been given)

then, at the time of the payment referred to in clause (a) of this Section or of the deposit referred to in clause (b) of this Section, the Township shall be released from all further obligations under this Resolution, and any moneys or other assets then held or pledged pursuant to this Resolution for the purpose of paying the principal of, premium, if any, and interest on the Bonds (other than the moneys deposited with and held by a trustee or an escrow agent as provided in clause (b) of this Section) shall be released from the conditions of this Resolution, paid over to the Township and considered excess proceeds of the Bonds. In the event moneys or Government Obligations shall be so deposited and held, the trustee or escrow agent holding such moneys or Government Obligations shall, within 30 days after such moneys or Government Obligations shall have been so deposited, cause a notice signed by it to be given to the registered holders hereof not more than sixty (60) days nor less than forty-five (45) days prior to the redemption setting forth the date or dates, if any, designated for the redemption of the Bonds, a description of the moneys or Government Obligations so held by it and that the Township has been released from its obligations under this Resolution. All moneys and Government Obligations so deposited and held shall be held in trust and applied only to the payment of the principal of, premium, if any, and interest on the Bonds at maturity or upon redemption prior to maturity, as the case may be, as provided in this Section.

The trustee or escrow agent referred to in this Section shall (a) be a bank or trust company permitted by law to offer and offering the required services, (b) be appointed by resolution of the Township, and (c) at the time of its appointment and so long as it is serving as such, have at least \$25,000,000 of capital and unimpaired surplus. The same bank or trust company may serve as trustee or escrow agent under this Section and as Bond Registrar so long as it is otherwise eligible to serve in each such capacity.

As used in this Section, the term "Government Obligations" means direct obligations of, or obligations the principal, premium, if any, and interest on which are unconditionally guaranteed by, the United States of America.

20. **Filing with Municipal Finance Division.** If necessary, the Authorized Officer is authorized and directed to:

- (a) apply to the Municipal Finance Division of the Michigan Department of Treasury for approval of the sale of the Bonds;

- (b) file with such application all required supporting material; and
- (c) pay all fees required in connection therewith.

21. **Method of Sale:** Depending on the circumstances the Township desires the flexibility to sell the Bonds at either a Competitive or Negotiated sale as shall be determined by the Township's Finance Director.

- (a) **Competitive Sale:** If a Competitive Sale is chosen the Township hereby authorizes its Bond Counsel to publish a Notice of Sale at least seven days prior to the date fixed for receipt of bids for the purchase of the Bonds. The Notice of Sale shall be in substantially the form approved by an Order signed by the Authorized Officer with such changes therein as are not inconsistent with this resolution and as are approved by Bond Counsel. The Bond Counsel and Financial Consultant are hereby designated to act for and on behalf of the Township to receive bids for the purchase of the Bonds and to take all other steps necessary in connection with the sale, issuance, transfer and delivery thereof in accordance with the provisions of this resolution.
- (b) **Negotiated Sale:** If a Negotiated Sale is chosen the Bonds may be sold pursuant to a negotiated sale as hereinafter provided if it is determined that such negotiated sale is in the best interests of the Township and is calculated to provide the maximum flexibility and cost savings in pricing the Bonds. The Authorized Officer is hereby authorized to negotiate and enter into a bond purchase agreement with a Bank to be selected by the Authorized Officer to the time of the sale of the Bonds (together, the "Purchaser"), which bond purchase agreement shall set forth the principal amount, principal maturities and dates, interest rates and interest payment dates, redemption provisions, if any, purchase price to be paid by the Purchaser and compensation to be paid to the Purchaser, as well as such other terms and provisions as the Authorized Officer determines to be necessary or appropriate in connection with the sale of the Bonds. The Authorized Officer of the Township is authorized to do all things necessary to effectuate the sale, issuance, delivery, transfer, and exchange of the Bonds in accordance with the provisions of this resolution. To save time and cost the Township may apply for a municipal bond rating exemption waiver from the Michigan Department of Treasury. In making the determinations in the bond purchase agreement with respect to principal maturities and dates, interest rates, purchase price of the Bonds and compensation to be paid to the Purchasers, the Authorized Officer shall be limited as follows:
 - (i) The interest rate on any bond shall not exceed 5.00% per annum.
 - (ii) The Purchasers' discount with respect to the Bonds or the compensation to be paid to the Purchaser shall not exceed 1.00% of the principal amount of the Bonds.

22. **Compliance with SEC Requirements.** This Township Board, for and on behalf of the Township of Hartland, hereby covenants and agrees, for the benefit of the beneficial

owners of the Bonds to be issued by the Township of Hartland, to enter into a written undertaking (the “Undertaking”) required by Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the “Rule”) to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be substantially in the form to be attached to the official statement or solicitation of proposals. The Undertaking shall be enforceable by the beneficial owners of the Bonds or by the Underwriter on behalf of such beneficial owners (provided that the Underwriter's right to enforce the provisions of the Undertaking shall be limited to a right to obtain specific enforcement of the Township's obligations hereunder and under the Undertaking), and any failure by the Township to comply with the provisions of the Undertaking shall not be deemed a default with respect to the Bonds.

The Supervisor, Township Clerk and/or other officer of the Township charged with the responsibility for issuing the Bonds shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the terms of the Township's Undertaking.

23. **Retention of Bond Counsel.** The firm of Clark Hill PLC, attorneys of Detroit, Michigan, is hereby retained to act as bond counsel for the Township in connection with the issuance, sale and delivery of the Bonds.

24. **Retention of Financial Consultants.** MFCI, LLC, Troy, Michigan, is hereby retained to act as financial consultant and advisor to the Township in connection with the sale and delivery of the Bonds.

25. **Conflicting Resolutions.** All resolutions and parts of resolutions in conflict with the foregoing are hereby rescinded.

26. **Effective Date.** This Resolution shall become effective immediately upon its adoption and shall be recorded in the minutes of the Township Board of the Township as soon as practicable after adoption.

Discussion followed. The results of a roll-call vote on the foregoing resolution were as follows:

YES: _____

NO: _____

ABSTAIN: _____

THE RESOLUTION WAS DECLARED ADOPTED.

CERTIFICATION OF PROCEEDINGS

The undersigned, being the duly qualified and acting Clerk of the Township of Hartland, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board of the Township at a regular meeting held on June 15, 2021, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the Township, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

DATED: _____, 2021

Larry Ciofu, Township Clerk

[SEAL]

EXHIBIT A

UNITED STATES OF AMERICA-STATE OF MICHIGAN

**HARTLAND TOWNSHIP SANITARY SEWER
REFUNDING BOND, SERIES 2021**

<u>RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ISSUANCE</u>	<u>CUSIP</u>
		_____, 1, ____	

=====

REGISTERED OWNER:

PRINCIPAL AMOUNT:

=====

FOR VALUE RECEIVED, the Township of Hartland, Township of Livingston, State of Michigan (the "Township") hereby acknowledges itself indebted and promises to pay (but only from the sources referred to herein) on the Maturity Date specified above to the Registered Owner specified above or its registered assigns, the Principal Amount specified above upon presentation and surrender of this bond (this "_____ Bond") at the designated office of _____, _____, Michigan, as paying agent and bond registrar (the "Bond Registrar"), together with the interest thereon to the Registered Owner of this _____ Bond, as shown on the books of the Township maintained by the Bond Registrar, on the applicable date of record from the Date of Issuance specified above, or such later date through which interest has been paid, at the Rate per annum specified above, commencing on _____, _____, and semi-annually thereafter on the first day of _____ and _____ in each year to and including the Maturity Date. The date of record for each payment of interest shall be the 15th day of the month preceding the date such payment is due. Interest is payable by check or draft mailed by the Bond Registrar to the Registered Owner at the address shown on the books of the Township maintained by the Bond Registrar on the applicable date of record and shall be calculated on the basis of a 360-day year consisting of twelve (12) thirty (30) day months.

This Bond is one of a series of bonds of like date and tenor except as to denomination, date of maturity and interest rate, numbered from 1 upwards, aggregating the principal sum of _____ Dollars (\$_____), issued by the Township, pursuant to and in full conformity with the Constitution and statutes of the State of Michigan and especially Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34") to provide funds to be deposited with THE HUNTINGTON NATIONAL BANK, Grand Rapids, Michigan, as escrow agent (the "Escrow Agent"), under an escrow agreement dated as of _____, _____. The Escrow Agent will use such proceeds to acquire non-callable direct obligations of the United States which, when paid in accordance with their terms, will provide sufficient funds (i) to pay when due, to and including _____, _____, the interest on the Townships Sanitary Sewer Project Refunding Bonds, outstanding _____, _____, dated _____, maturing in the years 2021 through 2033 (the "Refunded Bonds") and (ii) on _____, to redeem the Refunded Bonds maturing in the years 2021 through 2033, at a redemption price of 100% of the principal amount thereof.

The Bonds shall be repaid from the payments formerly made by the Township pursuant to a Bond Resolution adopted on June 7, 2011 and from which payments the Refunded Bonds were to be retired.

The Township hereby pledges its full faith and credit for the payment of the Bonds when due and agrees that it will levy each year such ad valorem taxes as shall be necessary for the payment of such Bonds, which taxes, however, will be subject to applicable constitutional and statutory limitations on the taxing power of the Township, and which shall not be in an amount or at a rate exceeding that necessary to pay the Bonds.

If the Township, at the time prescribed by law for the making of its annual tax levy, shall have other funds on hand which have been set aside and earmarked for payment of its obligations under this Bond Resolution for which a tax levy would otherwise have to be made, then the tax levy shall be reduced by the amount of such other funds.

The Township expects to use the collection of special assessments levied against benefited properties within the Township to make the payments due on the Bonds. These special assessments, and the interest due thereon, are in excess of the principal and interest on the Bonds.

Bonds shall be subject to redemption prior to maturity as follows: _____

This Bond shall be transferable on the books of the Township maintained by the Bond Registrar with respect to the bonds upon the surrender of this Bond to the Bond Registrar together with an assignment executed by the Registered Owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon receipt of a properly assigned bond, the Bond Registrar shall authenticate and deliver a new bond or bonds in authorized denominations in equal aggregate principal amount and like interest rate and maturity to the designated transferee or transferees.

This Bond may likewise be exchanged for one or more other bonds with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the bond or bonds being exchanged. Such exchange shall be effected by surrender of the bond to be exchanged to the Bond Registrar with written instructions signed by the Registered Owner of the bond or his or her attorney in form satisfactory to the Bond Registrar. Upon receipt of a bond with proper written instructions the Bond Registrar shall authenticate and deliver a new bond or bonds to the Registered Owner of the bond or his or her properly designated transferee or transferees or attorney.

The Bond Registrar is not required to honor any transfer or exchange of bonds during the fifteen (15) days preceding an interest payment date. Any service charge made by the Bond Registrar for any such registration, transfer or exchange shall be paid for by the Township, unless otherwise agreed by the Township and the Bond Registrar. The Bond Registrar may, however, require payment by a bondholder of a sum sufficient to cover any tax or other governmental charge payable in connection with any such registration, transfer or exchange.

This Bond and the other bonds of this series have ____ been designated as "qualified tax-exempt obligations" for purposes of Paragraph 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit until the certificate of authentication hereon has been duly executed by the Bond Registrar.

It is hereby certified, recited and declared that all things, conditions and acts required to exist, happen and be performed precedent to and in connection with the issuance of this Bond and the other bonds of this series, existed, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of Michigan, and that the total indebtedness of the Township, including the series of bonds of which this is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Township of Hartland, Township of Livingston, State of Michigan, by its Township Board has caused this Bond to be executed in its name with the facsimile signatures of its Township Supervisor and the Township Clerk, has caused a facsimile of its seal to be affixed hereto, and has caused this Bond to be authenticated by the Bond Registrar, as the Township's authenticating agent, all as of the Date of Issuance set forth above.

TOWNSHIP OF HARTLAND

By: William Fountain
Township Supervisor

[SEAL]

By: Larry Ciofu
Township Clerk

DATE OF AUTHENTICATION:

BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of a series of bonds designated "Hartland Township Sanitary Sewer Refunding Bonds, Series 2021".

Grand Rapids, Michigan
as Bond Registrar and Authenticating Agent

By:
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ this _____ Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer this _____ Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature: _____

Notice: The signature(s) to this assignment must correspond with the name as it appears upon the face of this _____ Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed: _____

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

The transfer agent will not effect transfer of this _____ Bond unless the information concerning the transferee requested below is provided:

Name and Address: _____

(Include information for all joint owners if bond is held by joint account)

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF TRANSFEREE

(Insert number for first named transferee if held by joint account)

EXHIBIT B
ORDER ADJUSTING MATURITIES

\$ _____
TOWNSHIP OF HARTLAND, TOWNSHIP OF LIVINGSTON, STATE OF MICHIGAN
HARTLAND TOWNSHIP – SANITARY SEWER
REFUNDING BONDS, SERIES 2021

The undersigned, Authorized Officer, as authorized in the Award Resolution for the above referenced _____ bonds signed by the Authorized Officer on _____ 1, _____, hereby establishes the final maturities for said _____ bonds with interest rates thereon, as follows:

Due		
<u> 1 </u>	<u>Amount</u>	<u>Rate</u>

Dated: _____

_____,
Authorized Officer

EXHIBIT C

ESCROW AGREEMENT

TOWNSHIP OF HARTLAND SANITARY SEWER REFUNDING BONDS, SERIES 2021

This escrow agreement (the "Agreement"), dated as of _____, 2021, is between the Township of Hartland (the "Township"), County of Livingston, Michigan, (the "Township" or "Issuer") and The HUNTINGTON NATIONAL BANK, Grand Rapids, Michigan, as escrow agent (the "Escrow Agent").

WHEREAS, the Township has previously issued the following bonds of which the principal amount listed below remains outstanding (all of such outstanding bonds being referred to as the "Prior Bonds", and the Prior Bonds to be refunded referred to as the "Refunded Bonds"):

<u>Prior Bonds</u>	<u>Outstanding Principal</u>	<u>Principal to be Refunded</u>
	\$5,610,000	\$5,610,000

(all of such outstanding bonds hereinafter referred to as the "Prior Bonds") all bearing interest, due as to principal and subject to redemption as more fully described in *APPENDIX I* to this Agreement.

WHEREAS, for the purpose of paying the principal and interest on the Prior Bonds when due on November 1, 2021 and on that date of redeeming the Prior Bonds maturing in the years 2026 through 2033 in the total aggregate principal amount of \$5,610,000 (the "Refunded Bonds"), the Issuer has, pursuant to a bond resolution adopted on June 15, 2021 (the "Resolution") authorized the issuance of a series of bonds dated on the closing date, as designated and described in the Resolution and hereafter (the "Bonds"); and

WHEREAS, pursuant to the Resolution, the Escrow Agent has been appointed by the Issuer for the purpose of assuring the payment of the principal of, premium (if any) and interest on the Refunded Bonds and the Issuer has been authorized and directed to execute this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth below, the Issuer and the Escrow Agent agree as follows for the respective equal and proportionate benefit and security of the holders of the Refunded Bonds;

Section 1. Appointment of Escrow Agent. The Escrow Agent is hereby appointed and agrees to act in such capacity to comply with all requirements of this Agreement, and to be

custodian of the escrow fund (the “Escrow Fund”), to perform its duties as custodian of the Escrow Fund created under this Agreement, but only upon and subject to the following express terms and conditions:

(a) The Escrow Agent may perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the Standards specified in this Agreement and shall be entitled to advice of counsel concerning all matters of and the duties under this Agreement, and may in all cases pay such reasonable compensation to such counsel and in addition to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the same. The Escrow Agent may act upon the opinion or advice of any counsel. The Escrow Agent shall not be responsible for any loss or damage resulting from any action or non-action taken in good faith in reliance upon such opinion or advice.

(b) The Escrow Agent shall not be responsible for any recital in this Agreement, or in the Bonds or for the validity of the execution by the Issuer of this Agreement or of any supplements to it or instruments of further assurance. The Escrow Agent shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer, except as set forth in this Agreement. The Escrow Agent shall be only obligated to perform such duties and only such duties as are specifically set forth in this Agreement and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent.

(c) The Escrow Agent may become the owner of the Bonds or the Refunded Bonds with the same rights which it would have if not Escrow Agent.

(d) The Escrow Agent shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telex, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Escrow Agent pursuant to this Agreement upon the request or consent of any person who at the time of making such request or consent is the owner of any prior bond, shall be conclusive and binding upon all future owners of the same prior bond.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Escrow Agent shall be entitled to rely upon a certificate of the Issuer signed by (i) the Authorized Officer, or (ii) any other duly authorized person as sufficient evidence of the facts contained in it, but may secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Escrow Agent may accept a certificate of the Authorized Officer, to the effect that a resolution in the form attached to such certificate has been adopted by the Issuer as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Escrow Agent to do things enumerated in this Agreement shall never be construed as a duty. The Escrow Agent shall only be responsible for the performance of the express duties outlined in this Agreement and it shall not be answerable for other than its gross negligence or willful default in the performance of those express duties.

(g) At any and all reasonable times the Escrow Agent and its duly authorized agents, attorneys, experts, accountants and representatives, shall have the right fully to inspect any and all of the books, papers and records of the Issuer pertaining to the Refunded Bonds, and to take such memoranda from and in regard to the same as may be desired.

(h) The Escrow Agent shall not be required to give any bond or surety in respect of the execution of the powers contained in or otherwise in respect to this Agreement.

(i) Before taking any action under this Agreement (except making investments, collecting investments and making payments to the paying agents with respect to the Refunded Bonds) the Escrow Agent may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability except liability which is adjudicated to have resulted from gross negligence or willful default by reason of any action so taken.

(j) The Escrow Agent shall be, and hereby is indemnified and saved harmless by the Township from all losses, liabilities, costs and expenses, including attorney fees and expenses, which may be incurred by it as a result of its acceptance of the Escrow Account or arising from the performance of its duties hereunder, unless such losses liabilities, costs and expenses shall have been finally adjudicated to have resulted from the bad faith or gross negligence of the Escrow Agent, and such indemnification shall survive its resignation or removal, or the termination of this Agreement.

(k) The Escrow Agent shall, in the event that (i) any dispute shall arise between the parties with respect to the disposition or disbursement of any of the assets held hereunder or (ii) the Escrow Agent shall be uncertain as to how to proceed in a situation not explicitly addressed by the terms of this Agreement whether because of conflicting demands by the other parties hereto or otherwise, be permitted to interplead all of the assets held hereunder into a court of competent jurisdiction, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets. The parties hereto other than the Escrow Agent further agree to pursue any redress or recourse in connection with such a dispute, without making the Escrow Agent a party to the same.

(l) The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Agreement. The Escrow

Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document between the other parties hereto, in connection herewith. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Agreement or any other Agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE ESCROW AGENT'S FAILURE TO ACT IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THIS AGREEMENT, OR (ii) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(m) Any banking association or corporation into which the Escrow Agent may be merged converted or with which the Escrow Agent may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(n) In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, at its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled set aside or vacated.

Section 2. Escrow Fund. On _____, 2021 the Issuer will irrevocably deposit moneys with the Escrow Agent for the account of the Issuer from the proceeds of the Bonds (\$_____.00) and a cash contribution from the Township (\$_____) to establish the Escrow Fund for the Refunded Bonds, that shall be held in the Escrow Fund to be maintained by the Escrow Agent and used to pay (i) principal and the interest on the Refunded Bonds that become due on November 1, 2021 and (ii) to redeem on said date all of the outstanding and callable Refunded Bonds prior to their scheduled maturity; and to pay the applicable call premiums on the Refunded Bonds in accordance with Section 3 hereof.

Section 3. Redemption of Refunded Bonds. The Issuer will redeem, prior to their scheduled maturity, Refunded Bonds as follows:

Prior Bonds

Principal to
be Refunded

The Issuer by execution of this Escrow Agreement, hereby authorizes the Escrow Agent to give the paying agent for the Refunded Bonds irrevocable instructions to call the Refunded Bonds and at the expense of the Issuer not more than forty-five (45) nor less than thirty (30) days before _____ 2021, their redemption date. The Escrow Agent shall give to the paying agent for the Refunded Bonds such notice, in substantially the form attached to this Agreement as *APPENDIX II*. The paying agent for the Refunded Bonds shall mail such notice on or before thirty (30) days prior to the redemption date, as set forth in *APPENDIX II*, to the registered owner or owners at the addresses listed on the registration books of the Issuer maintained by the paying agent for the Refunded Bonds.

Section 4. Investments. As directed by the Issuer, moneys deposited in the Escrow Fund shall be held in cash which will be held in the Escrow Fund as the beginning balance for the Refunded Bonds.

The investment income from the Investment Securities in the Escrow Fund, if any, shall be credited to the Escrow Fund and shall not be reinvested. The Escrow Agent shall not sell any Investment Securities. All moneys not invested as provided in this Agreement shall be held by the Escrow Agent as a trust deposit.

Section 5. Use of Moneys. Except as expressly provided in this Agreement, no paying agents' fees for the payment of principal of, premium (if any) or interest on the Refunding Bonds or the Refunded Bonds or other charges may be paid from the escrowed moneys or Investment Securities prior to retirement of all Refunded Bonds, and the Issuer agrees that it will pay all such fees from its other legally available funds as such payments become due prior to such retirement.

Section 6. Deficiency in Escrow Fund. At such time or times as there shall be insufficient funds on hand in the Escrow Fund for the payment of the principal of, premium (if any) and interest falling due on the Refunded Bonds, the Escrow Agent shall promptly notify the Township of such deficiency, as provided for under Section 12 below.

Section 7. Reports to Issuer. The Escrow Agent shall deliver to the Issuer's Authorized Officer an annual statement reflecting each transaction relating to the Escrow Fund; as of _____, 2021 and shall deliver to the Issuer a list of assets of the Escrow Fund as of _____, 2021 of said year ended and a transaction statement for the Escrow Fund for the year then ended.

Section 8. Fees of Escrow Agent. The Escrow Agent agrees with the Issuer that the charges, fees and expenses of the Escrow Agent throughout the term of this Agreement shall be

the total sum of Five Hundred Dollars (\$500.00) payable on the date of closing, which charges, fees and expenses shall be paid from moneys deposited with the Escrow Agent from bond proceeds.

Section 9. Payments from Escrow Fund. The Escrow Agent shall without further authorization or direction from the Issuer, collect the principal of and interest on the Investment Securities promptly as the same shall become due and, to the extent that Investment Securities and moneys are sufficient for such purpose, shall make timely payments out of the Escrow Fund to the proper paying agent or agents or their successors for the Refunded Bonds, of moneys sufficient for the payment of the principal of, premium (if any) and interest on such Refunded Bonds as the same shall become due and payable, all as set out in *APPENDIX IV and APPENDIX V*. The payments so forwarded or transferred shall be made in sufficient time to permit the payment of such principal of, premium (if any) and interest by such paying agent or agents without default. The Issuer represents and warrants that the Escrow Fund will be sufficient to make the foregoing and all other payments required under this Agreement. The paying agent for the Prior Bonds is shown in *APPENDIX I*.

When the aggregate total amount required for the payment of principal of, premium (if any) and interest on the Refunded Bonds have been paid to the paying agent as provided above, the Escrow Agent shall transfer any moneys or Investment Securities then held under this Agreement for the Refunded Bonds to the Issuer, and this Agreement shall cease.

Section 10. Interest of Bondholders Not Affected. The Escrow Agent and the Issuer recognize that the holders from time to time of the Refunded Bonds have a beneficial and vested interest in the Investment Securities and moneys to be held by the Escrow Agent as provided in this Agreement. It is therefore recited, understood and agreed that this Agreement shall not be subject to revocation or amendment and no moneys on deposit in an Escrow Fund for the Refunded Bonds can be used in any manner for another series.

Section 11. Escrow Agent Not Obligated. None of the provisions contained in this Agreement shall require the Escrow Agent to use or advance its own moneys or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights or powers under this Agreement. The Escrow Agent shall be under no liability for interest on any funds or other property received by it under this Agreement, except as expressly provided.

Section 12. Payment of Other Amounts. The Issuer agrees that it will promptly and without delay remit to the Escrow Agent such additional sum or sums of money as may be necessary to assure the payment of any Refunded Bonds and to fully pay and discharge any obligation or obligations or charges, fees or expenses incurred by the Escrow Agent in carrying out any of the duties, terms or provisions of this Agreement that are in excess of the sums provided for under Sections 4 and 6 above.

Section 13. Segregation of Funds. The Escrow Agent shall hold the Investment Securities and all moneys received by it from the collection of, principal and interest on the

Investment Securities, and all moneys received from the Issuer under this Agreement, in a separate escrow account.

Section 14. Resignation of Escrow Agent. The Escrow Agent may resign as such following the giving of thirty (30) days prior written notice to the Issuer. Similarly, the Escrow Agent may be removed and replaced following the giving of thirty (30) days prior written notice to the Escrow Agent by the Issuer. In either event, the duties of the Escrow Agent shall terminate thirty (30) days after the date of such notice (or as of such earlier date as may be mutually agreeable); and the Escrow Agent shall then deliver the balance of the Escrow Fund then in its possession to a successor Escrow Agent as shall be appointed by the Issuer.

If the Issuer shall have failed to appoint a successor prior to the expiration of thirty (30) days following the date of the notice of resignation or removal, the then acting Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent or for other appropriate relief and any such resulting appointment shall be binding upon the Issuer.

Upon acknowledgment by any successor Escrow Agent of the receipt of the then remaining balance of the Escrow Fund, the then acting Escrow Agent shall be fully released and relieved of all duties, responsibilities, and obligations under this Agreement.

Section 15. Benefit. This Agreement shall be for the sole and exclusive benefit of the Issuer, the Escrow Agent and the holders of the Refunded Bonds. With the exception of rights expressly conferred in this Agreement, nothing expressed in or to be implied from this Agreement is intended or shall be construed to give to any person other than the parties set forth above, any legal or equitable right, remedy or claim under or in respect to this Agreement.

Section 16. Counterparts. This Escrow Agreement may be executed in counterparts, in which case it shall be deemed executed when each party has signed at least one counterpart and the counterpart(s) signed by each party together shall constitute one and the same document. The facsimile transmission by one party to the other of a counterpart signed by the transmitting party shall authorize the other party to rely upon the facsimile for all purposes.

Section 17. Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions contained in this Agreement or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 18. Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed, by registered or certified mail, postage prepaid or sent by facsimile transmission, except reports as required in Section 7 which may be delivered by regular mail, as follows:

If to the Issuer:

The Township of Hartland

Township _____
_____, MI _____

If to the Escrow Agent:

The Huntington National Bank
Corporate Trust MI231
Attention: Ellen Campbell
40 Pearl Street NW
Grand Rapids, MI 49503

The Issuer and the Escrow Agent may designate any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent and shall be required to provide written notification of said address change.

Section 19. Costs of Issuance. Simultaneously with the transfer of bond proceeds from the Refunding Bonds establishing the Escrow Fund, sufficient moneys from bond proceeds shall be transferred to the Escrow Agent and used to pay all of the costs of issuance for the Refunding Bonds including, but not limited to, financial costs, consultant fees, counsel fees, printing costs, application fees, bond insurance premiums, rating fees and any other fees or costs incurred in connection with the financing. All such costs shall be authorized by the Issuer, under the “*Closing Memorandum*”, and shall be paid on _____, 2021.

Section 20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it by their duly authorized officers as of the date first above written.

Township of Hartland

By: _____

Its: Authorized Officer

The Huntington National Bank
Grand Rapids, Michigan

By: _____
as Escrow Agent

By: _____

Its: _____

APPENDIX I

\$_____

TOWNSHIP OF HARTLAND
County of Livingston, State of Michigan
SANITARY SEWER REFUNDING BONDS, SERIES 2021

(4) REMAINING ORIGINAL DEBT SERVICE SCHEDULE

Bond Registrar and Paying Agent:

APPENDIX II

[FORM OF NOTICE OF REDEMPTION]

NOTICE OF REDEMPTION

\$ _____

**TOWNSHIP OF HARTLAND
County of Livingston, State of Michigan
SANITARY SEWER REFUNDING BONDS, SERIES 2021**

[_____ is hereby authorized to send out the Notice of Redemption on the Bonds
being called in accordance with industry standards]

APPENDIX III

\$ _____
TOWNSHIP OF HARTLAND
County of Livingston, State of Michigan
SANITARY SEWER REFUNDING BONDS, SERIES 2021

Dated as of _____, 2021

Cash Escrow to be held Pursuant
to the Escrow Agreement

\$ Uninvested Cash

\$ Total Escrow Requirement

APPENDIX IV

\$ _____
TOWNSHIP OF HARTLAND
County of Livingston, State of Michigan
SANITARY SEWER REFUNDING BONDS, SERIES 2021

Dated as of _____, 2021

Redemption Schedule

Redemption Premium: 0%

Date	Principal	Interest	Redeemed Principal	Redemption Premium	Total Debt Service
<hr/>					
<hr/>					

APPENDIX V

\$_____
TOWNSHIP OF HARTLAND
County of Livingston, State of Michigan
SANITARY SEWER REFUNDING BONDS, SERIES 2021

Escrow Cash Flow Analysis

Township of Hartland

Sanitary Sewer Project Refunding Bonds, Series 2021

\$5,410,000

Sources & Uses

Dated 08/01/2021 | Delivered 08/01/2021

Sources Of Funds

Par Amount of Bonds	\$5,410,000.00
Reoffering Premium	351,240.15
Transfers from Prior Issue Debt Service Funds	131,075.00

Total Sources	\$5,892,315.15
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Uses Of Funds

Total Underwriter's Discount (1.000%)	54,100.00
Costs of Issuance	94,900.00
Deposit to Current Refunding Fund	5,740,930.30
Rounding Amount	2,384.85

Total Uses	\$5,892,315.15
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Township of Hartland

Sanitary Sewer Project Refunding Bonds, Series 2021

\$5,410,000

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
11/01/2021	-	-	131,075.00	131,075.00
11/01/2022	260,250.00	260,250.00	262,150.00	1,900.00
11/01/2023	260,700.00	260,700.00	262,150.00	1,450.00
11/01/2024	257,600.00	257,600.00	262,150.00	4,550.00
11/01/2025	259,500.00	259,500.00	262,150.00	2,650.00
11/01/2026	961,300.00	961,300.00	962,150.00	850.00
11/01/2027	934,000.00	934,000.00	934,150.00	150.00
11/01/2028	901,900.00	901,900.00	905,275.00	3,375.00
11/01/2029	870,100.00	870,100.00	873,775.00	3,675.00
11/01/2030	838,600.00	838,600.00	842,275.00	3,675.00
11/01/2031	632,400.00	632,400.00	810,775.00	178,375.00
11/01/2032	-	-	779,025.00	779,025.00
11/01/2033	-	-	742,012.50	742,012.50
Total	\$6,176,350.00	\$6,176,350.00	\$8,029,112.50	\$1,852,762.50

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	1,595,404.42
Net PV Cashflow Savings @ 1.440%(AIC)	1,595,404.42
Transfers from Prior Issue Debt Service Fund	(131,075.00)
Contingency or Rounding Amount	2,384.85
Net Present Value Benefit	\$1,466,714.27
Net PV Benefit / \$5,610,000 Refunded Principal	26.145%
Net PV Benefit / \$5,410,000 Refunding Principal	27.111%

Refunding Bond Information

Refunding Dated Date	8/01/2021
Refunding Delivery Date	8/01/2021

Township of Hartland

Sanitary Sewer Project Refunding Bonds, Series 2021

\$5,410,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2021	-	-	-	-
11/01/2022	125,000.00	2.000%	135,250.00	260,250.00
11/01/2023	155,000.00	2.000%	105,700.00	260,700.00
11/01/2024	155,000.00	2.000%	102,600.00	257,600.00
11/01/2025	160,000.00	2.000%	99,500.00	259,500.00
11/01/2026	865,000.00	2.000%	96,300.00	961,300.00
11/01/2027	855,000.00	2.000%	79,000.00	934,000.00
11/01/2028	840,000.00	2.000%	61,900.00	901,900.00
11/01/2029	825,000.00	2.000%	45,100.00	870,100.00
11/01/2030	810,000.00	2.000%	28,600.00	838,600.00
11/01/2031	620,000.00	2.000%	12,400.00	632,400.00
Total	\$5,410,000.00	-	\$766,350.00	\$6,176,350.00

Yield Statistics

Bond Year Dollars	\$38,317.50
Average Life	7.083 Years
Average Coupon	2.0000000%
Net Interest Cost (NIC)	1.2245315%
True Interest Cost (TIC)	1.1857339%
Bond Yield for Arbitrage Purposes	1.0431106%
All Inclusive Cost (AIC)	1.4399180%

IRS Form 8038

Net Interest Cost	1.0154664%
Weighted Average Maturity	7.095 Years

TOWNSHIP OF HARTLAND

At a _____ meeting of the Township Board of the Township of Hartland, Livingston Township, Michigan, held in the Township Hall, Hartland, Michigan on _____, 2021 at __:__ .m., Eastern Daylight Savings Time there were:

PRESENT: _____

ABSENT: _____

The following resolution was offered by Trustee _____ and seconded by Trustee _____:

REFUNDING BOND RESOLUTION BONDS NOT TO EXCEED \$5,800,000 Hartland Township – Sanitary Sewer Bonds, Series 2021

WHEREAS, pursuant to the provisions of Act No. 34, Public Acts of Michigan, 2001, as amended, the Township of Hartland, located in Livingston Township (the "Township") and the Township of Livingston (the "Township") have issued the Hartland Township Sanitary Sewer Project Refunding Bonds, Series 2011 dated as of November 1, 2011 (the "Prior Bonds"), in the original principal amount of \$5,610,000 to defray the cost of Refunding an earlier bond issue; and

WHEREAS, the Prior Bonds remain outstanding in the aggregate principal amount of \$5,610,000 maturing in various principal amounts on November 1 in the years 2026 through 2033 and bear interest at rates of 4.000% up to 5.250%; and

WHEREAS, pursuant to Act No. 34, Public Acts of Michigan, 2001, as amended, ("Act 34") the Township is authorized to refund all or any part of its funded indebtedness; and

WHEREAS, the Township may call any or all of the Prior Bonds on November 1, 2021; and

WHEREAS, the Township has determined that it is necessary and appropriate at this time to issue a series of bonds pursuant to Act 34 to refund part or all of the Prior Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE TOWNSHIP OF HARTLAND as follows:

1. **Issuance of Refunding Bonds.** Refunding bonds of the Township aggregating in the principal amount not to exceed Five Million Eight Hundred Thousand Dollars (\$5,800,000) (the "Bonds") shall be issued and sold pursuant to the provisions of Act 34, and other applicable

statutory provisions, for the purpose of refunding all or part of the Prior Bonds (the "Refunded Bonds").

2. **Refunding Bond Details.** The Bonds shall be known as "Hartland Township – Sanitary Sewer Refunding Bonds, Series 2021" and shall be dated August 1, 2021 or such later date not more than twelve calendar months thereafter as the Township Treasurer or Township Finance Director shall provide in either the Official Notice of Sale or the Request for Proposal. The Township Treasurer or Township Finance Director are hereby designated as an "Authorized Officer" to act for and on behalf of the Township in connection with the sale of the Bonds. The Bonds shall be fully registered Bonds, both as to principal and interest, in any one or more denominations of \$5,000 or a multiple of \$5,000 numbered from 1 upwards as determined by the Township Finance Director, regardless of rate and maturity date. The total amount of Bonds to be issued shall not exceed \$5,800,000 and shall not mature later than November 1, 2033. Subject, however, to adjustment as described under "INCREASE OR DECREASE IN AGGREGATE AMOUNT OF BONDS", Section 7, if \$5,420,000 in Bonds are to be issued, the Bonds shall mature on November 1 in each year as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2023	\$25,000	2029	\$680,000
2024	25,000	2030	660,000
2025	25,000	2031	645,000
2026	725,000	2032	625,000
2027	710,000	2033	600,000
2028	700,000		

The Bonds shall be in substantially the form attached hereto as *EXHIBIT A* with such changes, additions or deletions as are not inconsistent with this resolution.

3. **Discount.** The Bonds may be offered for sale at a price of not less than 99% of the face amount thereof, and the Authorized Officer is authorized, in his or her discretion, to provide for a higher minimum purchase price in the Request for Proposal of the Bonds.

4. **Prior Redemption.** The Bonds maturing on or after November 1, 2032 shall be subject to redemption prior to maturity at the option of the Township, in any order, in whole or in part on any date on or after November 1, 2031. Bonds called for redemption shall be redeemed at par, plus accrued interest to the date fixed for redemption.

With respect to partial redemptions, any portion of a bond outstanding in a denomination larger than the minimum authorized denomination may be redeemed provided such portion as well as the amount not being redeemed each constitute an authorized denomination. In the event that less than the entire principal amount of a bond is called for redemption, upon surrender of the Bond to the bond registrar, the bond registrar shall authenticate and deliver to the registered owner of the Bond a new bond in the principal amount of the principal portion not redeemed.

Notice of redemption shall be sent to the registered holder of each bond being redeemed by first class mail at least thirty (30) days prior to the date fixed for redemption, which notice shall fix the date of record with respect to the redemption if different than otherwise provided in the resolution authorizing the issuance of the bonds. Any defect in such notice shall not affect the validity of the redemption proceedings. Bonds so called for redemption shall not bear interest after the redemption date, provided funds are on hand with the bond registrar to redeem the same.

5. **Payment of Interest and Date of Record.** The Bonds shall bear interest payable May 1, 2022, and semi-annually thereafter on each November 1 and May 1, until maturity,

which interest rate shall not exceed 5% per annum. Interest shall be mailed by first class mail to the registered owner of each Bond as of the applicable date of record.

The date of record shall be April 15 with respect to payments to be made on May 1 and October 15 with respect to payments to be made on November 1.

6. **Adjustment of Refunding Bond Maturities.** The Authorized Officer is authorized by order in the form attached as *EXHIBIT B* to adjust the amounts of the maturities of the Bonds, as set forth in Section 7.

7. **Increase or Decrease in Aggregate Amount of Refunding Bonds.** In the event the amount necessary to refund the Bonds shall be more or less than \$5,420,000, the Authorized Officer shall increase the principal amount of the Bonds by up to \$380,000, or decrease the principal amount of the Bonds by any amount to the extent required to avoid the issuance of more Bonds than will be required in light of the amount of Bonds to be issued and proposals received, which increase or decrease may be applied to any one or more of the maturities and the Notice of Sale if one is to be used shall so provide or be changed accordingly. In the event the Authorized Officer determines to contribute additional amounts toward the refunding of the bonds, the bonds shall further be reduced by the amount of such contribution.

8.(A) **Bond Registrar and Paying Agent/Book Entry Depository Trust.** The Authorized Officer shall enter into an agreement with, The HUNTINGTON NATIONAL BANK, Grand Rapids, Michigan, a bond registrar and paying agent for the Refunding Bonds which shall be a bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Authorized Officer from time to time as required may designate a similarly qualified successor bond registrar and paying agent. The Bonds shall be deposited with a depository trustee designated by the Authorized Officer who shall transfer ownership of interests in the Bonds by book entry and who shall issue depository trust receipts or acknowledgments to owners of interests in the Bonds. Such book entry depository trust arrangement, and the form of depository trust receipts or acknowledgments, shall be as determined by the Authorized Officer after consultation with the depository trustee. The Authorized Officer is authorized to enter into any depository trust agreement on behalf of the Township upon such terms and conditions as the Authorized Officer shall deem appropriate and not otherwise prohibited by the terms of this Resolution, which Contract shall be executed by the Authorized Officer. The depository trustee may be the same as the Registrar otherwise named by the Authorized Officer, and the Bonds may be transferred in part by depository trust and in part by transfer of physical certificates as the Authorized Officer may determine.

(B) **Exchange and Transfer of Bonds.**

(i) The Bonds, upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney, at the option of the registered owner thereof, may be exchanged for Bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bonds.

(ii) The Bonds shall be transferable upon the books of the Township, which shall be kept for that purpose by the bond registrar and paying agent, only upon surrender of such Bonds together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney.

(iii) Upon the exchange or transfer of the Bonds, the bond registrar and paying agent on behalf of the Township shall cancel the surrendered Bonds and shall authenticate and deliver to the transferee new Bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bonds. If, at the time the bond registrar and paying agent authenticates and delivers new Bonds pursuant to this Section, payment of interest on the Bonds is in default, the bond registrar and paying agent shall endorse upon the new Bonds the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is _____, ____."

(iv) The Township and the bond registrar and paying agent may deem and treat the person in whose name the Bonds shall be registered upon the books of the Township as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all payments made to any such registered owner, or upon his or her order, in accordance with the provisions of Section 5 of this Resolution shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the Township nor the bond registrar and paying agent shall be affected by any notice to the contrary. The Township agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

(v) For every exchange or transfer of the Bonds, the Township or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

(vi) The bond registrar and paying agent shall not be required to transfer or exchange the Bonds or portion of the Bonds which has been selected for redemption.

9. **Mutilated, Lost, Stolen or Destroyed Bonds.** In the event any Bond is mutilated, lost, stolen, or destroyed, the Township Supervisor and the Township Clerk may, on behalf of the Township, execute and deliver, or order the Bond Registrar to authenticate and deliver, a new Bond having a number not then outstanding, of like date, maturity and denomination as mutilated, lost, stolen, or destroyed.

In the case of a mutilated Bond, a replacement Bond shall not be delivered unless and until such mutilated Bond is surrendered to the Bond Registrar. In the case of a lost, stolen, or destroyed Bond, a replacement Bond shall not be delivered unless and until the Township and the Bond Registrar have received such proof of ownership and loss and indemnity as they determine to be sufficient, which shall consist at least of (i) a lost instrument Bond for principal and interest remaining unpaid on the lost, stolen or destroyed Bond; (ii) an affidavit of the registered owner (or his or her attorney) setting forth ownership of the Bond lost, stolen or destroyed and the circumstances under which it was lost, stolen or destroyed; (iii) the agreement of the owner of the Bond (or his or her attorney) to fully indemnify the Township and the Bond Registrar against loss due to the lost, stolen or destroyed Bond and the issuance of any replacement Bond in connection therewith; and (iv) the agreement of the owner of the Bond (or his or her attorney) to pay all expenses of the Township and the Bond Registrar in connection with the replacement, including the transfer and exchange costs which otherwise would be paid by the Township.

10. **Execution and Delivery.** The Township Supervisor and the Township Clerk are hereby authorized and directed to execute the Bonds for and on behalf of the Township by manually executing the same or by causing their facsimile signatures to be affixed. If facsimile signatures are used, the Bonds shall be authenticated by the Bond Registrar before delivery. The Bonds shall be sealed with the Township's seal or a facsimile thereof shall be imprinted thereon. When so executed and (if facsimile signatures are used) authenticated, the Bonds shall be delivered to the Authorized Officer, who is hereby authorized and directed to deliver the Bonds to the purchaser upon receipt in full of the purchase price for the Bonds.

11. **Amounts Pledged for Repayment - Limited Tax Full Faith and Credit.** The Bonds shall be repaid from the revenue from the Township's Sanitary Sewer System and Sanitary Sewer Special Assessment.

The Township hereby pledges its full faith and credit for the payment of the Bonds when due and agrees that it will levy each year such ad valorem taxes as shall be necessary for the payment of such Bonds, which taxes, however, will be subject to applicable constitutional and statutory limitations on the taxing power of the Township, and which shall not be in an amount or at a rate exceeding that necessary to pay the Bonds.

If the Township, at the time prescribed by law for the making of its annual tax levy, shall have other funds on hand which have been set aside and earmarked for payment of its obligations under this Bond Resolution for which a tax levy would otherwise have to be made, then the tax levy shall be reduced by the amount of such other funds.

The Township expects to use the collection of special assessments levied against benefited properties within the Township to make the payments due on the Bonds. These special assessments, and the interest due thereon, are in excess of the principal and interest on the Bonds.

12. **Bond Payment Fund.** The Township shall establish and maintain a bond payment fund (the "Bond Payment Fund") to be used solely for the purpose of (i) paying principal of, premium, if any, and interest on the Bonds as well as costs, including the fees and expenses of the Bond Registrar, incidental to the Bonds; (ii) the annual fees and expenses of the escrow agent under an escrow agreement; and (iii) the fees and expenses of the paying agent or paying agents for the Bonds.

13. **Use of Proceeds.** The proceeds of the sale of the Bonds shall be used as follows:

- a. Accrued interest shall be transferred to the Bond Fund created pursuant to Section 12 above;
- b. There shall next be transferred to an escrow fund (the "Escrow Fund") an amount which will be sufficient to pay when due the principal of, premium, if any, and interest on the Refunded Bonds when due upon redemption; and
- c. The balance of the proceeds shall be used to pay some or all of the costs of financing including, but not limited to, publication costs, financial costs, consultant fees, counsel fees, printing costs, application fees, bond insurance premiums, rating fees and any other fees or costs incurred in connection with the financing.

14. **Escrow Agreement; Redemption of Refunded Bonds.** In order that the Refunded Bonds may be properly defeased in accordance with Act 34, the Township shall enter

into an escrow agreement as (the "Escrow Agreement"), with THE HUNTINGTON NATIONAL BANK, Grand Rapids, Michigan. The Escrow Agreement shall be in substantially the form attached as *EXHIBIT C* to this Resolution (with such changes, modifications and additions as may be approved by the Authorized Officer). The Escrow Agreement shall be completed by the Authorized Officer with appropriate figures prior to execution on behalf of the Township by the Authorized Officer.

Upon execution of the Escrow Agreement and delivery of the Bonds, the Township and/or the escrow agent shall take all necessary steps to cause the Refunded Bonds to be redeemed at the earliest possible redemption date or dates.

15. **Investments.** Moneys in the Bond Payment Fund may be continuously invested and reinvested in United States government obligations, obligations the principal and interest on which are unconditionally guaranteed by the United States government, or in interest-bearing time deposits selected by the Authorized Officer which are permissible investments for surplus funds under Act No. 20, Public Acts of Michigan, 1943, as amended. Such investments shall mature, or be subject to redemption at the option of the holder, not later than the dates moneys in such fund will be required to pay the principal of, premium, if any, and interest on the Bonds. Obligations purchased as an investment of moneys in the Bond Payment Fund shall be deemed at all times to be a part of such fund, and the interest accruing thereon and any profit realized from such investment shall be credited to such fund.

16. **Depositories.** All of the banks located in the State of Michigan are hereby designated as permissible depositories of the moneys in the funds established by this Resolution, except that the moneys in the Bond Payment Fund shall only be deposited in such banks where the principal of, premium, if any, and interest on the Bonds are payable. The Authorized Officer shall select the depository or depositories to be used from those banks authorized in this Section.

17. **Arbitrage and Tax Covenants.** Notwithstanding any other provision of this Resolution, the Township covenants that it will not at any time or times:

(a) Permit any proceeds of the Bonds or any other funds of the Township or under its control to be used directly or indirectly (i) to acquire any securities or obligations, the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) in a manner which would result in the exclusion of any Bond from the treatment afforded by Section 103(a) of the Code by reason of the classification of any Bond as a "private activity bond" within the meaning of Section 141(a) of the Code, as a "private loan bond" within the meaning of Section 141(a) of the Code or as an obligation guaranteed by the United States of America within the meaning of Section 149(b) of the Code; or

(b) Take any action, or fail to take any action (including failure to file any required information or other returns with the United States Internal Revenue Service or to rebate amounts to the United States, if required, at or before the time or times required), within its control which action or failure to act would (i) cause the interest on the Bonds to be includible in gross income for federal income tax purposes, cause the interest on the Bonds to be includible in computing any alternative minimum tax (other than the alternative minimum tax applicable to interest on all tax-exempt obligations generally) or cause the proceeds of the Bonds to be used directly or indirectly by an organization described in Section 501(c)(3) of the Code, or (ii) adversely affect the exemption of the Bonds and the interest thereon from the State of Michigan income taxation.

18. **Qualified Tax-Exempt Obligations.** The Bonds are designated as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under

the provisions of Section 265 of the Code unless, at the time of the sale, the Bonds shall be determined to not be qualified for such designation, in which event the Request for Proposal shall reflect such change in designation.

19. **Defeasance or Redemption of Bonds.** If at any time,

- (a) the whole amount of the principal of, premium, if any, and interest on all outstanding Bonds shall be paid, or
- (b) (i) sufficient moneys, or Government Obligations (as defined in this Section) not callable prior to maturity, the principal of, premium, if any, and interest on which when due and payable will provide sufficient moneys, to pay the whole amount of the principal of, premium, if any, and interest on all outstanding Bonds as and when due at maturity or upon redemption prior to maturity shall be deposited with and held by a trustee or an escrow agent for the purpose of paying the principal of, premium, if any, and interest on such Bonds as and when due, and (ii) in the case of redemption prior to maturity, all outstanding Bonds shall have been duly called for redemption (or irrevocable instructions to call such Bonds for redemption shall have been given)

then, at the time of the payment referred to in clause (a) of this Section or of the deposit referred to in clause (b) of this Section, the Township shall be released from all further obligations under this Resolution, and any moneys or other assets then held or pledged pursuant to this Resolution for the purpose of paying the principal of, premium, if any, and interest on the Bonds (other than the moneys deposited with and held by a trustee or an escrow agent as provided in clause (b) of this Section) shall be released from the conditions of this Resolution, paid over to the Township and considered excess proceeds of the Bonds. In the event moneys or Government Obligations shall be so deposited and held, the trustee or escrow agent holding such moneys or Government Obligations shall, within 30 days after such moneys or Government Obligations shall have been so deposited, cause a notice signed by it to be given to the registered holders hereof not more than sixty (60) days nor less than forty-five (45) days prior to the redemption setting forth the date or dates, if any, designated for the redemption of the Bonds, a description of the moneys or Government Obligations so held by it and that the Township has been released from its obligations under this Resolution. All moneys and Government Obligations so deposited and held shall be held in trust and applied only to the payment of the principal of, premium, if any, and interest on the Bonds at maturity or upon redemption prior to maturity, as the case may be, as provided in this Section.

The trustee or escrow agent referred to in this Section shall (a) be a bank or trust company permitted by law to offer and offering the required services, (b) be appointed by resolution of the Township, and (c) at the time of its appointment and so long as it is serving as such, have at least \$25,000,000 of capital and unimpaired surplus. The same bank or trust company may serve as trustee or escrow agent under this Section and as Bond Registrar so long as it is otherwise eligible to serve in each such capacity.

As used in this Section, the term "Government Obligations" means direct obligations of, or obligations the principal, premium, if any, and interest on which are unconditionally guaranteed by, the United States of America.

20. **Filing with Municipal Finance Division.** If necessary, the Authorized Officer is authorized and directed to:

- (a) apply to the Municipal Finance Division of the Michigan Department of Treasury for approval of the sale of the Bonds;
- (b) file with such application all required supporting material; and
- (c) pay all fees required in connection therewith.

21. **Method of Sale:** Depending on the circumstances the Township desires the flexibility to sell the Bonds at either a Competitive or Negotiated sale as shall be determined by the Township's Finance Director.

- (a) **Competitive Sale:** If a Competitive Sale is chosen the Township hereby authorizes its Bond Counsel to publish a Notice of Sale at least seven days prior to the date fixed for receipt of bids for the purchase of the Bonds. The Notice of Sale shall be in substantially the form approved by an Order signed by the Authorized Officer with such changes therein as are not inconsistent with this resolution and as are approved by Bond Counsel. The Bond Counsel and Financial Consultant are hereby designated to act for and on behalf of the Township to receive bids for the purchase of the Bonds and to take all other steps necessary in connection with the sale, issuance, transfer and delivery thereof in accordance with the provisions of this resolution.
- (b) **Negotiated Sale:** If a Negotiated Sale is chosen the Bonds may be sold pursuant to a negotiated sale as hereinafter provided if it is determined that such negotiated sale is in the best interests of the Township and is calculated to provide the maximum flexibility and cost savings in pricing the Bonds. The Authorized Officer is hereby authorized to negotiate and enter into a bond purchase agreement with a Bank to be selected by the Authorized Officer to the time of the sale of the Bonds (together, the "Purchaser"), which bond purchase agreement shall set forth the principal amount, principal maturities and dates, interest rates and interest payment dates, redemption provisions, if any, purchase price to be paid by the Purchaser and compensation to be paid to the Purchaser, as well as such other terms and provisions as the Authorized Officer determines to be necessary or appropriate in connection with the sale of the Bonds. The Authorized Officer of the Township is authorized to do all things necessary to effectuate the sale, issuance, delivery, transfer, and exchange of the Bonds in accordance with the provisions of this resolution. To save time and cost the Township may apply for a municipal bond rating exemption waiver from the Michigan Department of Treasury. In making the determinations in the bond purchase agreement with respect to principal maturities and dates, interest rates, purchase price of the Bonds and compensation to be paid to the Purchasers, the Authorized Officer shall be limited as follows:
 - (i) The interest rate on any bond shall not exceed 5.00% per annum.
 - (ii) The Purchasers' discount with respect to the Bonds or the compensation to be paid to the Purchaser shall not exceed 1.00% of the principal amount of the Bonds.

22. **Compliance with SEC Requirements.** This Township Board, for and on behalf of the Township of Hartland, hereby covenants and agrees, for the benefit of the beneficial owners of the Bonds to be issued by the Township of Hartland, to enter into a written undertaking (the "Undertaking") required by Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be substantially in the form to be attached to the official statement or solicitation of proposals. The Undertaking shall be enforceable by the beneficial owners of the Bonds or by the Underwriter on behalf of such beneficial owners (provided that the Underwriter's right to enforce the provisions of the Undertaking shall be limited to a right to obtain specific enforcement of the Township's obligations hereunder and under the Undertaking), and any failure by the Township to comply with the provisions of the Undertaking shall not be deemed a default with respect to the Bonds.

The Supervisor, Township Clerk and/or other officer of the Township charged with the responsibility for issuing the Bonds shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the terms of the Township's Undertaking.

23. **Retention of Bond Counsel.** The firm of Clark Hill PLC, attorneys of Detroit, Michigan, is hereby retained to act as bond counsel for the Township in connection with the issuance, sale and delivery of the Bonds.

24. **Retention of Financial Consultants.** MFCI, LLC, Troy, Michigan, is hereby retained to act as financial consultant and advisor to the Township in connection with the sale and delivery of the Bonds.

25. **Conflicting Resolutions.** All resolutions and parts of resolutions in conflict with the foregoing are hereby rescinded.

26. **Effective Date.** This Resolution shall become effective immediately upon its adoption and shall be recorded in the minutes of the Township Board of the Township as soon as practicable after adoption.

Discussion followed. The results of a roll-call vote on the foregoing resolution were as follows:

YES: _____

NO: _____

ABSTAIN: _____

THE RESOLUTION WAS DECLARED ADOPTED.

CERTIFICATION OF PROCEEDINGS

The undersigned, being the duly qualified and acting Clerk of the Township of Hartland, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board of the Township at a regular meeting held on June 15, 2021, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the Township, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

DATED: _____, 2021

Larry Ciofu, Township Clerk

[SEAL]

EXHIBIT A

UNITED STATES OF AMERICA-STATE OF MICHIGAN

**HARTLAND TOWNSHIP SANITARY SEWER
REFUNDING BOND, SERIES 2021**

RATE MATURITY DATE DATE OF ISSUANCE CUSIP

_____, 1, ____

=====

REGISTERED OWNER:

PRINCIPAL AMOUNT:

=====

FOR VALUE RECEIVED, the Township of Hartland, Township of Livingston, State of Michigan (the "Township") hereby acknowledges itself indebted and promises to pay (but only from the sources referred to herein) on the Maturity Date specified above to the Registered Owner specified above or its registered assigns, the Principal Amount specified above upon presentation and surrender of this bond (this "_____ Bond") at the designated office of _____, _____, Michigan, as paying agent and bond registrar (the "Bond Registrar"), together with the interest thereon to the Registered Owner of this _____ Bond, as shown on the books of the Township maintained by the Bond Registrar, on the applicable date of record from the Date of Issuance specified above, or such later date through which interest has been paid, at the Rate per annum specified above, commencing on _____, _____, and semi-annually thereafter on the first day of _____ and _____ in each year to and including the Maturity Date. The date of record for each payment of interest shall be the 15th day of the month preceding the date such payment is due. Interest is payable by check or draft mailed by the Bond Registrar to the Registered Owner at the address shown on the books of the Township maintained by the Bond Registrar on the applicable date of record and shall be calculated on the basis of a 360-day year consisting of twelve (12) thirty (30) day months.

This Bond is one of a series of bonds of like date and tenor except as to denomination, date of maturity and interest rate, numbered from 1 upwards, aggregating the principal sum of _____ Dollars (\$ _____), issued by the Township, pursuant to and in full conformity with the Constitution and statutes of the State of Michigan and especially Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34") to provide funds to be deposited with THE HUNTINGTON NATIONAL BANK, Grand Rapids, Michigan, as escrow agent (the "Escrow Agent"), under an escrow agreement dated as of _____, _____. The Escrow Agent will use such proceeds to acquire non-callable direct obligations of the United States which, when paid in accordance with their terms, will provide sufficient funds (i) to pay when due, to and including _____, _____, the interest on the Townships Sanitary Sewer Project Refunding Bonds, outstanding _____, _____, dated _____, maturing in the years 2021 through 2033 (the "Refunded Bonds") and (ii) on _____, to redeem the Refunded Bonds maturing in the years 2021 through 2033, at a redemption price of 100% of the principal amount thereof.

The Bonds shall be repaid from the payments formerly made by the Township pursuant to a Bond Resolution adopted on June 7, 2011 and from which payments the Refunded Bonds were to be retired.

The Township hereby pledges its full faith and credit for the payment of the Bonds when due and agrees that it will levy each year such ad valorem taxes as shall be necessary for the payment of such Bonds, which taxes, however, will be subject to applicable constitutional and statutory limitations on the taxing power of the Township, and which shall not be in an amount or at a rate exceeding that necessary to pay the Bonds.

If the Township, at the time prescribed by law for the making of its annual tax levy, shall have other funds on hand which have been set aside and earmarked for payment of its obligations under this Bond Resolution for which a tax levy would otherwise have to be made, then the tax levy shall be reduced by the amount of such other funds.

The Township expects to use the collection of special assessments levied against benefited properties within the Township to make the payments due on the Bonds. These special assessments, and the interest due thereon, are in excess of the principal and interest on the Bonds.

Bonds shall be subject to redemption prior to maturity as follows: _____

This Bond shall be transferable on the books of the Township maintained by the Bond Registrar with respect to the bonds upon the surrender of this Bond to the Bond Registrar together with an assignment executed by the Registered Owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon receipt of a properly assigned bond, the Bond Registrar shall authenticate and deliver a new bond or bonds in authorized denominations in equal aggregate principal amount and like interest rate and maturity to the designated transferee or transferees.

This Bond may likewise be exchanged for one or more other bonds with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the bond or bonds being exchanged. Such exchange shall be effected by surrender of the bond to be exchanged to the Bond Registrar with written instructions signed by the Registered Owner of the bond or his or her attorney in form satisfactory to the Bond Registrar. Upon receipt of a bond with proper written instructions the Bond Registrar shall authenticate and deliver a new bond or bonds to the Registered Owner of the bond or his or her properly designated transferee or transferees or attorney.

The Bond Registrar is not required to honor any transfer or exchange of bonds during the fifteen (15) days preceding an interest payment date. Any service charge made by the Bond Registrar for any such registration, transfer or exchange shall be paid for by the Township, unless otherwise agreed by the Township and the Bond Registrar. The Bond Registrar may, however, require payment by a bondholder of a sum sufficient to cover any tax or other governmental charge payable in connection with any such registration, transfer or exchange.

This Bond and the other bonds of this series have ____ been designated as "qualified tax-exempt obligations" for purposes of Paragraph 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit until the certificate of authentication hereon has been duly executed by the Bond Registrar.

It is hereby certified, recited and declared that all things, conditions and acts required to exist, happen and be performed precedent to and in connection with the issuance of this Bond and the other bonds of this series, existed, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of Michigan, and that the total indebtedness of the Township, including the series of bonds of which this is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Township of Hartland, Township of Livingston, State of Michigan, by its Township Board has caused this Bond to be executed in its name with the facsimile signatures of its Township Supervisor and the Township Clerk, has caused a facsimile of its seal to be affixed hereto, and has caused this Bond to be authenticated by the Bond Registrar, as the Township's authenticating agent, all as of the Date of Issuance set forth above.

TOWNSHIP OF HARTLAND

By: William Fountain
Township Supervisor

[SEAL]

By: Larry Ciofu
Township Clerk

DATE OF AUTHENTICATION:

BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of a series of bonds designated "Hartland Township Sanitary Sewer Refunding Bonds, Series 2021".

Grand Rapids, Michigan
as Bond Registrar and Authenticating Agent

By:
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ this _____ Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer this _____ Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature: _____

Notice: The signature(s) to this assignment must correspond with the name as it appears upon the face of this _____ Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed: _____

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

The transfer agent will not effect transfer of this _____ Bond unless the information concerning the transferee requested below is provided:

Name and Address: _____

(Include information for all joint owners if bond is held by joint account)

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF TRANSFEREE

(Insert number for first named transferee if held by joint account)

EXHIBIT B
ORDER ADJUSTING MATURITIES

\$ _____
TOWNSHIP OF HARTLAND, TOWNSHIP OF LIVINGSTON, STATE OF MICHIGAN
HARTLAND TOWNSHIP – SANITARY SEWER
REFUNDING BONDS, SERIES 2021

The undersigned, Authorized Officer, as authorized in the Award Resolution for the above referenced _____ bonds signed by the Authorized Officer on _____ 1, _____, hereby establishes the final maturities for said _____ bonds with interest rates thereon, as follows:

Due		
<u> 1 </u>	<u>Amount</u>	<u>Rate</u>

Dated: _____

_____,
Authorized Officer

EXHIBIT C

ESCROW AGREEMENT

**TOWNSHIP OF HARTLAND
SANITARY SEWER REFUNDING BONDS, SERIES 2021**

This escrow agreement (the "Agreement"), dated as of _____, 2021, is between the Township of Hartland (the "Township"), County of Livingston, Michigan, (the "Township" or "Issuer") and The HUNTINGTON NATIONAL BANK, Grand Rapids, Michigan, as escrow agent (the "Escrow Agent").

WHEREAS, the Township has previously issued the following bonds of which the principal amount listed below remains outstanding (all of such outstanding bonds being referred to as the "Prior Bonds", and the Prior Bonds to be refunded referred to as the "Refunded Bonds"):

	Outstanding	Principal to
<u>Prior Bonds</u>	<u>Principal</u>	<u>be Refunded</u>
	\$5,610,000	\$5,610,000

(all of such outstanding bonds hereinafter referred to as the "Prior Bonds") all bearing interest, due as to principal and subject to redemption as more fully described in *APPENDIX I* to this Agreement.

WHEREAS, for the purpose of paying the principal and interest on the Prior Bonds when due on November 1, 2021 and on that date of redeeming the Prior Bonds maturing in the years 2026 through 2033 in the total aggregate principal amount of \$5,610,000 (the "Refunded Bonds"), the Issuer has, pursuant to a bond resolution adopted on June 15, 2021 (the "Resolution") authorized the issuance of a series of bonds dated on the closing date, as designated and described in the Resolution and hereafter (the "Bonds"); and

WHEREAS, pursuant to the Resolution, the Escrow Agent has been appointed by the Issuer for the purpose of assuring the payment of the principal of, premium (if any) and interest on the Refunded Bonds and the Issuer has been authorized and directed to execute this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth below, the Issuer and the Escrow Agent agree as follows for the respective equal and proportionate benefit and security of the holders of the Refunded Bonds;

Section 1. Appointment of Escrow Agent. The Escrow Agent is hereby appointed and agrees to act in such capacity to comply with all requirements of this Agreement, and to be

custodian of the escrow fund (the “Escrow Fund”), to perform its duties as custodian of the Escrow Fund created under this Agreement, but only upon and subject to the following express terms and conditions:

(a) The Escrow Agent may perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the Standards specified in this Agreement and shall be entitled to advice of counsel concerning all matters of and the duties under this Agreement, and may in all cases pay such reasonable compensation to such counsel and in addition to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the same. The Escrow Agent may act upon the opinion or advice of any counsel. The Escrow Agent shall not be responsible for any loss or damage resulting from any action or non-action taken in good faith in reliance upon such opinion or advice.

(b) The Escrow Agent shall not be responsible for any recital in this Agreement, or in the Bonds or for the validity of the execution by the Issuer of this Agreement or of any supplements to it or instruments of further assurance. The Escrow Agent shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer, except as set forth in this Agreement. The Escrow Agent shall be only obligated to perform such duties and only such duties as are specifically set forth in this Agreement and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent.

(c) The Escrow Agent may become the owner of the Bonds or the Refunded Bonds with the same rights which it would have if not Escrow Agent.

(d) The Escrow Agent shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telex, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Escrow Agent pursuant to this Agreement upon the request or consent of any person who at the time of making such request or consent is the owner of any prior bond, shall be conclusive and binding upon all future owners of the same prior bond.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Escrow Agent shall be entitled to rely upon a certificate of the Issuer signed by (i) the Authorized Officer, or (ii) any other duly authorized person as sufficient evidence of the facts contained in it, but may secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Escrow Agent may accept a certificate of the Authorized Officer, to the effect that a resolution in the form attached to such certificate has been adopted by the Issuer as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Escrow Agent to do things enumerated in this Agreement shall never be construed as a duty. The Escrow Agent shall only be

responsible for the performance of the express duties outlined in this Agreement and it shall not be answerable for other than its gross negligence or willful default in the performance of those express duties.

(g) At any and all reasonable times the Escrow Agent and its duly authorized agents, attorneys, experts, accountants and representatives, shall have the right fully to inspect any and all of the books, papers and records of the Issuer pertaining to the Refunded Bonds, and to take such memoranda from and in regard to the same as may be desired.

(h) The Escrow Agent shall not be required to give any bond or surety in respect of the execution of the powers contained in or otherwise in respect to this Agreement.

(i) Before taking any action under this Agreement (except making investments, collecting investments and making payments to the paying agents with respect to the Refunded Bonds) the Escrow Agent may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability except liability which is adjudicated to have resulted from gross negligence or willful default by reason of any action so taken.

(j) The Escrow Agent shall be, and hereby is indemnified and saved harmless by the Township from all losses, liabilities, costs and expenses, including attorney fees and expenses, which may be incurred by it as a result of its acceptance of the Escrow Account or arising from the performance of its duties hereunder, unless such losses liabilities, costs and expenses shall have been finally adjudicated to have resulted from the bad faith or gross negligence of the Escrow Agent, and such indemnification shall survive its resignation or removal, or the termination of this Agreement.

(k) The Escrow Agent shall, in the event that (i) any dispute shall arise between the parties with respect to the disposition or disbursement of any of the assets held hereunder or (ii) the Escrow Agent shall be uncertain as to how to proceed in a situation not explicitly addressed by the terms of this Agreement whether because of conflicting demands by the other parties hereto or otherwise, be permitted to interplead all of the assets held hereunder into a court of competent jurisdiction, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets. The parties hereto other than the Escrow Agent further agree to pursue any redress or recourse in connection with such a dispute, without making the Escrow Agent a party to the same.

(l) The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document between the other parties hereto, in connection herewith. This Agreement sets forth all matters pertinent to the

escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Agreement or any other Agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE ESCROW AGENT'S FAILURE TO ACT IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THIS AGREEMENT, OR (ii) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(m) Any banking association or corporation into which the Escrow Agent may be merged converted or with which the Escrow Agent may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(n) In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, at its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled set aside or vacated.

Section 2. Escrow Fund. On _____, 2021 the Issuer will irrevocably deposit moneys with the Escrow Agent for the account of the Issuer from the proceeds of the Bonds (\$_____.00) and a cash contribution from the Township (\$_____) to establish the Escrow Fund for the Refunded Bonds, that shall be held in the Escrow Fund to be maintained by the Escrow Agent and used to pay (i) principal and the interest on the Refunded Bonds that become due on November 1, 2021 and (ii) to redeem on said date all of the outstanding and callable Refunded Bonds prior to their scheduled maturity; and to pay the applicable call premiums on the Refunded Bonds in accordance with Section 3 hereof.

Section 3. Redemption of Refunded Bonds. The Issuer will redeem, prior to their scheduled maturity, Refunded Bonds as follows:

Prior Bonds

Principal to
be Refunded

The Issuer by execution of this Escrow Agreement, hereby authorizes the Escrow Agent to give the paying agent for the Refunded Bonds irrevocable instructions to call the Refunded Bonds and at the expense of the Issuer not more than forty-five (45) nor less than thirty (30) days before _____ 2021, their redemption date. The Escrow Agent shall give to the paying agent for the Refunded Bonds such notice, in substantially the form attached to this Agreement as *APPENDIX II*. The paying agent for the Refunded Bonds shall mail such notice on or before thirty (30) days prior to the redemption date, as set forth in *APPENDIX II*, to the registered owner or owners at the addresses listed on the registration books of the Issuer maintained by the paying agent for the Refunded Bonds.

Section 4. Investments. As directed by the Issuer, moneys deposited in the Escrow Fund shall be held in cash which will be held in the Escrow Fund as the beginning balance for the Refunded Bonds.

The investment income from the Investment Securities in the Escrow Fund, if any, shall be credited to the Escrow Fund and shall not be reinvested. The Escrow Agent shall not sell any Investment Securities. All moneys not invested as provided in this Agreement shall be held by the Escrow Agent as a trust deposit.

Section 5. Use of Moneys. Except as expressly provided in this Agreement, no paying agents' fees for the payment of principal of, premium (if any) or interest on the Refunding Bonds or the Refunded Bonds or other charges may be paid from the escrowed moneys or Investment Securities prior to retirement of all Refunded Bonds, and the Issuer agrees that it will pay all such fees from its other legally available funds as such payments become due prior to such retirement.

Section 6. Deficiency in Escrow Fund. At such time or times as there shall be insufficient funds on hand in the Escrow Fund for the payment of the principal of, premium (if any) and interest falling due on the Refunded Bonds, the Escrow Agent shall promptly notify the Township of such deficiency, as provided for under Section 12 below.

Section 7. Reports to Issuer. The Escrow Agent shall deliver to the Issuer's Authorized Officer an annual statement reflecting each transaction relating to the Escrow Fund; as of _____, 2021 and shall deliver to the Issuer a list of assets of the Escrow Fund as of _____, 2021 of said year ended and a transaction statement for the Escrow Fund for the year then ended.

Section 8. Fees of Escrow Agent. The Escrow Agent agrees with the Issuer that the charges, fees and expenses of the Escrow Agent throughout the term of this Agreement shall be the total sum of Five Hundred Dollars (\$500.00) payable on the date of closing, which charges, fees and expenses shall be paid from moneys deposited with the Escrow Agent from bond proceeds.

Section 9. Payments from Escrow Fund. The Escrow Agent shall without further authorization or direction from the Issuer, collect the principal of and interest on the Investment Securities promptly as the same shall become due and, to the extent that Investment Securities and moneys are sufficient for such purpose, shall make timely payments out of the Escrow Fund to the proper paying agent or agents or their successors for the Refunded Bonds, of moneys sufficient for the payment of the principal of, premium (if any) and interest on such Refunded Bonds as the same shall become due and payable, all as set out in *APPENDIX IV and APPENDIX V*. The payments so forwarded or transferred shall be made in sufficient time to permit the payment of such principal of, premium (if any) and interest by such paying agent or agents without default. The Issuer represents and warrants that the Escrow Fund will be sufficient to make the foregoing and all other payments required under this Agreement. The paying agent for the Prior Bonds is shown in *APPENDIX I*.

When the aggregate total amount required for the payment of principal of, premium (if any) and interest on the Refunded Bonds have been paid to the paying agent as provided above, the Escrow Agent shall transfer any moneys or Investment Securities then held under this Agreement for the Refunded Bonds to the Issuer, and this Agreement shall cease.

Section 10. Interest of Bondholders Not Affected. The Escrow Agent and the Issuer recognize that the holders from time to time of the Refunded Bonds have a beneficial and vested interest in the Investment Securities and moneys to be held by the Escrow Agent as provided in this Agreement. It is therefore recited, understood and agreed that this Agreement shall not be subject to revocation or amendment and no moneys on deposit in an Escrow Fund for the Refunded Bonds can be used in any manner for another series.

Section 11. Escrow Agent Not Obligated. None of the provisions contained in this Agreement shall require the Escrow Agent to use or advance its own moneys or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights or powers under this Agreement. The Escrow Agent shall be under no liability for interest on any funds or other property received by it under this Agreement, except as expressly provided.

Section 12. Payment of Other Amounts. The Issuer agrees that it will promptly and without delay remit to the Escrow Agent such additional sum or sums of money as may be necessary to assure the payment of any Refunded Bonds and to fully pay and discharge any obligation or obligations or charges, fees or expenses incurred by the Escrow Agent in carrying out any of the duties, terms or provisions of this Agreement that are in excess of the sums provided for under Sections 4 and 6 above.

Section 13. Segregation of Funds. The Escrow Agent shall hold the Investment Securities and all moneys received by it from the collection of, principal and interest on the Investment Securities, and all moneys received from the Issuer under this Agreement, in a separate escrow account.

Section 14. Resignation of Escrow Agent. The Escrow Agent may resign as such following the giving of thirty (30) days prior written notice to the Issuer. Similarly, the Escrow Agent may be removed and replaced following the giving of thirty (30) days prior written notice

to the Escrow Agent by the Issuer. In either event, the duties of the Escrow Agent shall terminate thirty (30) days after the date of such notice (or as of such earlier date as may be mutually agreeable); and the Escrow Agent shall then deliver the balance of the Escrow Fund then in its possession to a successor Escrow Agent as shall be appointed by the Issuer.

If the Issuer shall have failed to appoint a successor prior to the expiration of thirty (30) days following the date of the notice of resignation or removal, the then acting Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent or for other appropriate relief and any such resulting appointment shall be binding upon the Issuer.

Upon acknowledgment by any successor Escrow Agent of the receipt of the then remaining balance of the Escrow Fund, the then acting Escrow Agent shall be fully released and relieved of all duties, responsibilities, and obligations under this Agreement.

Section 15. Benefit. This Agreement shall be for the sole and exclusive benefit of the Issuer, the Escrow Agent and the holders of the Refunded Bonds. With the exception of rights expressly conferred in this Agreement, nothing expressed in or to be implied from this Agreement is intended or shall be construed to give to any person other than the parties set forth above, any legal or equitable right, remedy or claim under or in respect to this Agreement.

Section 16. Counterparts. This Escrow Agreement may be executed in counterparts, in which case it shall be deemed executed when each party has signed at least one counterpart and the counterpart(s) signed by each party together shall constitute one and the same document. The facsimile transmission by one party to the other of a counterpart signed by the transmitting party shall authorize the other party to rely upon the facsimile for all purposes.

Section 17. Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions contained in this Agreement or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 18. Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed, by registered or certified mail, postage prepaid or sent by facsimile transmission, except reports as required in Section 7 which may be delivered by regular mail, as follows:

If to the Issuer:

The Township of Hartland

Township _____

_____, MI _____

If to the Escrow Agent:

The Huntington National Bank
Corporate Trust MI231
Attention: Ellen Campbell
40 Pearl Street NW
Grand Rapids, MI 49503

The Issuer and the Escrow Agent may designate any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent and shall be required to provide written notification of said address change.

Section 19. Costs of Issuance. Simultaneously with the transfer of bond proceeds from the Refunding Bonds establishing the Escrow Fund, sufficient moneys from bond proceeds shall be transferred to the Escrow Agent and used to pay all of the costs of issuance for the Refunding Bonds including, but not limited to, financial costs, consultant fees, counsel fees, printing costs, application fees, bond insurance premiums, rating fees and any other fees or costs incurred in connection with the financing. All such costs shall be authorized by the Issuer, under the “*Closing Memorandum*”, and shall be paid on _____, 2021.

Section 20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it by their duly authorized officers as of the date first above written.

Township of Hartland

By: _____

Its: Authorized Officer

The Huntington National Bank
Grand Rapids, Michigan

By: _____
as Escrow Agent

By: _____

Its: _____

APPENDIX I

\$_____
TOWNSHIP OF HARTLAND
County of Livingston, State of Michigan
SANITARY SEWER REFUNDING BONDS, SERIES 2021

(4) REMAINING ORIGINAL DEBT SERVICE SCHEDULE

Bond Registrar and Paying Agent:

APPENDIX II

[FORM OF NOTICE OF REDEMPTION]

NOTICE OF REDEMPTION

\$ _____

TOWNSHIP OF HARTLAND
County of Livingston, State of Michigan
SANITARY SEWER REFUNDING BONDS, SERIES 2021

[_____ is hereby authorized to send out the Notice of Redemption on the Bonds
being called in accordance with industry standards]

APPENDIX III

\$ _____
TOWNSHIP OF HARTLAND
County of Livingston, State of Michigan
SANITARY SEWER REFUNDING BONDS, SERIES 2021

Dated as of _____, 2021

Cash Escrow to be held Pursuant
to the Escrow Agreement

\$ Uninvested Cash

\$ Total Escrow Requirement

APPENDIX IV

\$ _____
TOWNSHIP OF HARTLAND
County of Livingston, State of Michigan
SANITARY SEWER REFUNDING BONDS, SERIES 2021

Dated as of _____, 2021

Redemption Schedule

Redemption Premium: 0%

Date	Principal	Interest	Redeemed Principal	Redemption Premium	Total Debt Service
<hr/>					
<hr/>					

APPENDIX V

\$_____
TOWNSHIP OF HARTLAND
County of Livingston, State of Michigan
SANITARY SEWER REFUNDING BONDS, SERIES 2021

Escrow Cash Flow Analysis

TOWNSHIP OF HARTLAND
PARKS RULES AND REGULATIONS

SECTION 1.0 DEFINITIONS

1.1 As used in this Policy:

- A. Board: The Hartland Township Board of Trustees
- B. Director: The Public Works Director in charge of administering and enforcing the provisions of the Park and Recreation Ordinance.
- C. Motor Vehicle: Any and all kinds or types of motor driven or motor propelled automobiles, trucks, motor cycles, motor scooters, mopeds, snowmobiles, go-cart, and any kind or type of off-road or all-terrain vehicle.
- D. Park: Any open space, arena, special-use area, trail corridor or any other area owned, improved, maintained, operated or otherwise controlled by Hartland Township for recreation or natural resource preservation purposes.
- E. Permit: The written permission that must be obtained from Hartland Township to carry out certain activities.

SECTION 2.0 PRESERVATION OF PROPERTY AND NATURAL FEATURES

- 2.1 No person shall injure, deface, disturb or befoul any part of the park nor any building, sign, equipment or other property found therein.
- 2.2 It is forbidden within any park to cut, remove or destroy any tree, sapling, seedling, bush or shrub, whether alive or dead, or chip, blaze, box or break or remove any foliage, flower or any tree or shrub, or pick, gather, uproot, remove or destroy any flower, plant or grass; or to remove or cause to be removed any sod, earth, humus, peat, boulders, gravel or sand, unless a special written permit has been granted by the Township.
- 2.3 No person shall deposit, permit or suffer to be deposited, in any part of any park, any garbage, ashes, sewage, refuse, waste or other noxious material, otherwise than in receptacles provided for such purposes; nor dump any earth or other materials within the Park.

SECTION 3.0 HUNTING, FISHING AND MOLESTING WILDLIFE

- 3.1 No person shall, within any park, hunt, trap, catch, wound or kill or treat cruelly any bird or animal, or rob any nest of any bird, or any lair, den or burrow of any animal, or attempt to do the aforementioned actions.
- 3.2 Except as provided by law, no person shall possess or discharge any firearms, fireworks, explosive substances or air rifles within the park without a specific permit from the Township, or when specifically permitted by Law.

SECTION 4.0 GENERAL CONDUCT

- 4.1 Behavior: No person shall engage in any noise, boisterous, disorderly or indecent conduct, or in any manner disturb the peace or good order of the Community within the Park; nor shall any person do any indecent, lascivious, lewd or improper act therein. No person shall annoy, harass, or inflict property damage, or bodily injury upon another person or persons. Sleeping or protractedly lounging on seats or benches or other park areas is prohibited.
- 4.2 Minors: No parent, guardian or custodian of a minor shall permit or allow such minor to do any act or

thing in any township park or facility prohibited by the provisions of this article. Parents, guardians and custodians of minors shall be held responsible for the acts of said minors.

4.3 Sound: The use of loud speakers, public address systems, or sound amplifying equipment is prohibited without a permit. Excessively loud radios, televisions or other equipment are also prohibited.

4.4 Camping: No person shall light or maintain an open fire, nor establish or maintain any camp or other temporary lodging place in the park without prior approval from the Township.

4.5 Water: No person(s) shall swim, wade or bathe in any body of water in a park. Launching a boat into any body of water on park property, or transporting a boat across park property for purposes of launching the boat on an adjacent body of water is strictly prohibited.

4.6 Park Hours of Operation: All Hartland Township parks are open from sunrise to sunset unless otherwise permitted through the Township Public Works Department. The park facilities are classified as seasonal and are generally not open to the public during the winter season.

4.7 Additional Rules: The Public Works Director may enforce additional rules and regulations pertaining to the conduct and use of parks as are necessary to administer the same and to protect public property and the safety, health, morals and welfare of the public.

SECTION 5.0 ANIMALS

5.1 Pets, specifically defined as domesticated dogs and cats, shall be controlled and on a chain or retractable leash not exceeding twenty (20) feet in length, except in areas where off-leash activities are designated. No pet shall be destructive to other birds and animals. This section does not apply to guide, leader, hearing and service animals.

5.2 The horses and the riding of horses or other animals is prohibited in Township Parks.

5.3 It shall be unlawful for any owner of any pet to allow or permit such animal to soil, defile, defecate, or to commit any nuisance within any park, unless:

Such owner shall immediately remove any droppings deposited by such animal by any sanitary method, and for such purposes, shall possess a container of sufficient size to collect and remove the above-mentioned droppings. Such owner shall deposit said droppings or container of droppings in a receptacle ordinarily used for garbage or waste and covered by a lid, or in an otherwise lawful and sanitary manner.

SECTION 6.0 TRAFFIC CONTROL

6.1 A speed limit of ten miles per hour (10 M.P.H.) is prescribed for all parks.

6.2 No person shall ride or operate any motor vehicle(s) in any area of the park other than on the driveway and in designated areas. No vehicle, including off-road type vehicles, shall be driven in the park except upon roads or trails for that purpose.

6.3 No person shall park, store or cause to remain any motor vehicle overnight in any park owned by the Township without written permission of the Township. The vehicle may be towed at the owner's expense.

SECTION 7.0 PERMITS.

- 7.1 Permits may be granted for certain activities in parks owned by the Township. Permits shall be applied for and approved at the Township.
- 7.2 Applications for permits may be subject to a fee and other specific rules and regulations as determined by the Public Works Director. Permit applicants may be required to obtain insurance and/or security bonds prior to events.
- 7.3 The following activities are unauthorized without a permit obtained through the Township:
- A. To erect a structure, booth, tent or signage on park property;
 - B. The exclusive or special use of all or portions of park areas, buildings, trails, or for the use of park areas and facilities when they are otherwise closed to the public;
 - C. Any activities or special use which can reasonably be expected to have twenty-five (25) or more persons involved;
 - D. Use of a loudspeaker, public address system, amplifier or other sound amplifying device during approved events;
 - E. Special events where alcoholic beverages will be served, consumed or displayed;
 - F. Firework displays by licensed professionals;
 - G. Vending activities, solicitation of business, fundraising activities;
 - H. To bring, land or cause to ascend or descend or alight within or above any Hartland Township property, any airplane, helicopter or other controllable apparatus for aviation including all unmanned aerial vehicles.
 - I. Notwithstanding any of the provisions of this article, the Public Works Director may grant specific use permits for particular purposes when, in the opinion of the Public Works Director, such use deserves special consideration

SECTION 8.0 DISCLAIMER

- 8.1 Every person who enters, remains in and travels within a Township park does so at their own risk. The Township is not responsible for any injury, accident or other calamity that might occur to any person present in a Township park. Any person who enters, remains in and travels within a Township park hereby releases, waives, indemnifies and holds harmless the Township for, from and against any injury, damages, causes of action, claims, costs and expenses associated with, relating to and/or involving the park. Such waiver, release and hold harmless provision shall apply not only to the Township, but also to any Township trustee, employee, officer, official, designee or agent.

Last revised 5/15/2018

BOARD OF TRUSTEES

2655 Clark Road
Hartland, Michigan 48353

(810) 632-7498 Office

(810) 632-6950 Fax



SUPERVISOR
William J. Fountain

CLERK
Larry N. Ciofu

Treasurer
Kathleen A. Horning

TRUSTEES
Joseph W. Colaianne
Glenn E. Harper
Matthew J. Germane
Joseph M. Petrucci

RESOLUTION 15-R007

**RESOLUTION ADOPTING THE HARTLAND TOWNSHIP
PARKS AND RECREATION ORDINANCE; AND ADOPTING
ASSOCIATED PARKS RULES AND REGULATIONS**

At a regular meeting of the Township Board of Hartland Township, Livingston County, Michigan, held at the Township Hall in said Township on April 21, 2015 at 7:00 pm.

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

ABSENT: None

The following preamble and resolution were offered by **Trustee Germane** and seconded by **Treasurer Horning**.

WHEREAS, the Township General Ordinance Statute, Michigan Public Act 246 of 1945, as amended, authorizes the Township Board to adopt ordinances regulating the public health, safety and general welfare of persons and property; and

WHEREAS, the Township has provided parks for public use; and

WHEREAS, the Township desires to establish rules and regulations for use of township parks and other recreation areas; and

WHEREAS, to achieve those goals, the Township Board finds that it is in the best interest of the Township and the public to adopt the Parks and Recreation Ordinance (the "Ordinance") attached to this Resolution; and

WHEREAS, the Ordinance also authorizes the Township Board to adopt rules and regulations for the day to day operation of the Township's parks by resolution.

THEREFORE, be it resolved by the Board of the Township of Hartland Township, Livingston County, Michigan, as follows:

1. The Hartland Township Parks and Recreation Ordinance (attached hereto) is hereby enacted.
2. The Township Clerk, in accordance with MCL 41.184, shall publish either a true copy or a summary of the Ordinance once in a newspaper of general circulation in the Township within 30 days after adoption.
3. The Parks Rules and Regulations (attached hereto) are hereby enacted.
4. Any and all resolutions or parts of resolutions inconsistent with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

A vote on the foregoing resolution was taken on April 21, 2015 and was as follows:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Matt Germane, Trustee
SECONDER:	Kathie Horning, Treasurer
AYES:	Ciofu, Fountain, Horning, Colaianne, Germane, Harper, Petrucci

STATE OF MICHIGAN)
)
COUNTY OF LIVINGSTON)

I, the undersigned, the duly qualified and acting Township Clerk of the Township of Hartland, Livingston County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board of said Township at a regular meeting held on the 21st day of April, 2015.



Larry N. Ciofu, Hartland Township Clerk

**TOWNSHIP OF HARTLAND
ORDINANCE NO. XX
PARKS AND RECREATION ORDINANCE**

TOWNSHIP OF HARTLAND ORDAINS:

SECTION 1.0 TITLE

This ordinance shall be known and cited as the "Parks and Recreation Ordinance".

SECTION 2.0 PURPOSE

An Ordinance to protect the public health, safety and general welfare of Hartland Township residents by establishing regulations related to the operation, control and management of parks and recreation areas owned by Hartland Township, Livingston County, Michigan; to provide penalties for the violation of said ordinance; and to repeal all ordinances or parts of an ordinance in conflict therewith. The Hartland Township Board may, at any time, amend these rules and regulations, as needed, in the future.

SECTION 3.0 DEFINITIONS

As used in this Ordinance:

3.1 "Board" shall mean the Hartland Township Board of Trustees

3.2 "Park" shall refer to any park, open space, arena, special-use area, trail corridor or any other area owned, improved, maintained, operated or otherwise controlled by Hartland Township for recreation or natural resource preservation purposes.

3.3 "Permit" shall mean the written permission obtained from Hartland Township to carry out certain activities.

SECTION 4.0 PARK RULES / USE

4.1 Rules: The Township Board may, by resolution, adopt rules and regulations for the day to day operation of the parks. Such rules and regulations shall be entitled "Park Rules and Regulations." The Township Board reserves the right to periodically amend the Rules and Regulations at their discretion.

4.2 Park Hours: Parks shall be open to the general public as outlined in the Park Rules and Regulations. No person shall enter or remain in a park after the posted closing hours.

4.3 Closing of Facilities: The Township Board, Public Works Director or an on-duty police/fire supervisor is authorized to close a park or portion thereof at any time for the protection of park property or the public's health, safety or welfare. During such periods of time as the park or portions thereof are closed, these closings shall be prominently posted and it shall be unlawful for anyone to enter upon or occupy such park or portions thereof contrary to the posted regulations.

4.4 Park Use: Both active and passive recreational activities are permitted in the parks within designated areas as outlined in the Park Rules and Regulations. Specific activities may require a Permit issued by the Township.

SECTION 5.0 ENFORCEMENT AND PENALTIES

Violation of this general ordinance of any specific facility or activity regulation could result in expulsion from the parks and possible prosecution in court, where applicable. Enforcement of this Ordinance and the Park Rules and Regulations shall be at the Township's sole discretion.

SECTION 6.0 DISCLAIMER

Every person who enters, remains in and travels within a Township park does so at their own risk. The Township is not responsible for any injury, accident or other calamity that might occur to any person present in a Township park. Any person who enters, remains in and travels within a Township park hereby releases, waives, indemnifies and holds harmless the Township for, from and against any injury, damages, causes of action, claims, costs and expenses associated with, relating to and/or involving the park. Such waiver, release and hold harmless provision shall apply not only to the Township, but also to any Township employee, officer, official, designee or agent.

TOWNSHIP OF HARTLAND
PARKS RULES AND REGULATIONS

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- 2.3 No person shall deposit, permit or suffer to be deposited, in any part of any park, any garbage, ashes, sewage, refuse, waste or other noxious material, otherwise than in receptacles provided for such purposes; nor dump any earth or other materials within the Park.

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- 3.1 No person shall, within any park, hunt, trap, catch, wound or kill or treat cruelly any bird or animal, or rob any nest of any bird, or any lair, den or burrow of any animal, or attempt to do the aforementioned actions.
- 3.2 No person shall fish in any waters in the park in any manner.
- 3.3 Except as provided by law, no person shall possess or discharge any firearms, fireworks, explosive substances or air rifles within the park without a specific permit from the Township, or when specifically permitted by Law.

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- 4.2 Minors: No parent, guardian or custodian of a minor shall permit or allow such minor to do any act or thing in any township park or facility prohibited by the provisions of this article. Parents, guardians and custodians of minors shall be held responsible for the acts of said minors.
- 4.3 Sound: The use of loud speakers, public address systems, or sound amplifying equipment is prohibited without a permit. Excessively loud radios, televisions or other equipment are also prohibited.
- 4.4 Narcotics: No person shall transport or be under the influence of any narcotics while in a park.
- 4.5 Camping: No person shall light or maintain an open fire, nor establish or maintain any camp or other temporary lodging place in the park without prior approval from the Township.
- 4.6 Water: No person(s) shall swim, wade or bathe in any body of water in a park. Launching a boat into any body of water on park property, or transporting a boat across park property for purposes of launching the boat on an adjacent body of water is strictly prohibited.
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7.3 Permits may be issued for the following specific activities:

- A. To erect a structure, booth, tent or signage on park property;
- B. The exclusive or special use of all or portions of park areas, buildings, trails, or for the use of park areas and facilities when they are otherwise closed to the public;
- C. Any activities or special use which can reasonably be expected to have twenty-five (25) or more persons involved;
- D. Use of a loudspeaker, public address system, amplifier or other sound amplifying device during approved events;
- E. Special events where alcoholic beverages will be served, consumed or displayed;
- F. Firework displays by licensed professionals;
- G. Vending activities, solicitation of business, fundraising activities;
- H. Notwithstanding any of the provisions of this article, the Public Works Director may grant specific use permits for particular purposes when, in the opinion of the Public Works Director, such use deserves special consideration.

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- 8.1 Every person who enters, remains in and travels within a Township park does so at their own risk. The Township is not responsible for any injury, accident or other calamity that might occur to any person present in a Township park. Any person who enters, remains in and travels within a Township park hereby releases, waives, indemnifies and holds harmless the Township for, from and against any injury, damages, causes of action, claims, costs and expenses associated with, relating to and/or involving the park. Such waiver, release and hold harmless provision shall apply not only to the Township, but also to any Township trustee, employee, officer, official, designee or agent.

Fenton Road / M-59 Intersection

