



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, July 18, 2023 7:00 PM

1. Call to Order
 2. Pledge of Allegiance
 3. Roll Call
 4. Approval of the Agenda
 5. Call to the Public
 6. Approval of the Consent Agenda
 - a. Approve Payment of Bills
 - b. Approve Post Audit of Disbursements Between Board Meetings
 - c. Approve Payment of Bills
 - d. Approve Post Audit of Disbursements Between Board Meetings
 - e. 06-20-23 Hartland Township Board Regular Meeting Minutes
 - f. Public Works Budget Amendment
 7. Pending & New Business
 - a. Site Plan with Special Land Use Application #23-006 Grumlaw Church Child Care Center and Amendment to Planned Development Agreement
 - b. Rezoning Application #23-001 (Bergin Road and Old US-23)
 - c. Zoning Amendment #22-001 – Ordinance Amendment to Landscape Requirements to Section 5.7 (Dumpster Enclosure); Section 5.11 (Landscaping and Screening); and Section 5.26 (Signs)
 - d. M59 Sidewalk Gap
 8. Board Reports
- [BRIEF RECESS]
9. Information / Discussion
 - a. Manager's Report
 - b. Closed Session: to consider a periodic personnel evaluation of the Township Manager, at his request under MCL 15.268(a)
 10. Adjournment

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Susan Case, Finance Clerk

Subject: Approve Payment of Bills

Date: July 11, 2023

Recommended Action

Move to approve the bills as presented for payment.

Discussion

Bills presented total \$325,879.01. The bills are available in the Finance office for review.

Notable invoices include:

\$22,992.07 – Chloride Solutions – (June 2023 dust control)

\$11,000.00 – Hartland Senior Center – (Payment per agreement)

\$196,337.56 – Livingston County Drain Commission – (June 2023 Sewer System O&M)

\$50,000.00 – Preiss Companies – (Fire Station 61 driveway change)

Financial Impact

Is a Budget Amendment Required? Yes No

All expenses are covered under the amended FY24 budget.

Attachments

Bills for 07.18.2023

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		
ADOBE	ADOBE INC	06/05/2023	2470185483	FOA	JUNE 2023	
49370		07/18/2023		N		19.99
06/05/2023	,	/ /	0.0000	N		0.00
		07/18/2023		N		19.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-740.000	OPERATING SUPPLIES	19.99

VENDOR TOTAL: 19.99

ALLSTAR	ALLSTAR ALARM LLC	07/01/2023	370193	FOA	8/1/23 - 10/31/23 - FIRE STATION 61	
49399	8345 MAIN STREET	07/18/2023		N		246.00
07/01/2023	WHITMORE LAKE MI, 48189	/ /	0.0000	N		0.00
		07/18/2023		Y		246.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
206-000-801.000	CONTRACTED SERVICES	246.00

ALLSTAR	ALLSTAR ALARM LLC	07/01/2023	370243	FOA	8/1/23 - 10/31/23 - MONITORING TOWNS	
49367	8345 MAIN STREET	07/18/2023		N		823.65
07/01/2023	WHITMORE LAKE MI, 48189	/ /	0.0000	N		0.00
		07/18/2023		Y		823.65

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-801.000	CONTRACTED SERVICES	823.65

VENDOR TOTAL: 1,069.65

AMAZON.COM	AMAZON.COM	06/13/2023	061323	FOA	COMPUTER SUPPLIES, PLANNER, WALL FIL	
49384		07/18/2023		N		366.10
06/13/2023	,	/ /	0.0000	N		0.00
		07/18/2023		N		366.10

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-209-727.000	SUPPLIES & POSTAGE	135.51
101-209-727.000	SUPPLIES & POSTAGE	19.99
101-209-727.000	SUPPLIES & POSTAGE	15.56
101-209-727.000	SUPPLIES & POSTAGE	195.04
		366.10

AMAZON.COM	AMAZON.COM	06/21/2023	112-2479379-5258	FOA	3 DRAWER VERTICAL FILE CABINETS	
49419		07/18/2023		N		125.00
06/21/2023	,	/ /	0.0000	N		0.00
		07/18/2023		N		125.00

Open

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

GL NUMBER	DESCRIPTION	AMOUNT
101-209-727.000	SUPPLIES & POSTAGE	125.00
AMAZON.COM 49371	AMAZON.COM	06/05/2023 112-7798900-8441 FOA 6 COLUMN COLUMNAR PAD
06/05/2023	,	07/18/2023 N 11.99
		/ / 0.0000 N 0.00
		07/18/2023 N 11.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-192-727.000	SUPPLIES & POSTAGE	11.99
AMAZON.COM 49372	AMAZON.COM	06/12/2023 JUNE 2023 FOA PANTS, REFLECTIVE SHIRTS, PLANNER, V
06/12/2023	,	07/18/2023 N 363.92
		/ / 0.0000 N 0.00
		07/18/2023 N 363.92

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-719.100	UNIFORMS/CLOTHING ALLOWANCE	101.97
536-000-719.100	UNIFORMS/CLOTHING ALLOWANCE	89.97
101-441-740.000	OPERATING SUPPLIES	11.99
101-265-740.000	OPERATING SUPPLIES	159.99
		<u>363.92</u>

VENDOR TOTAL: 867.01

AUTOZONE 49373	AUTOZONE , INC PO BOX 116067	06/06/2023 060623 FOA WIPER BLADES & WASHER FLUID FOR PACI
06/06/2023	ATLANTA GA, 30368-6067	07/18/2023 N 34.56
		/ / 0.0000 N 0.00
		07/18/2023 N 34.56

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-239-930.000	REPAIRS & MAINTENANCE	34.56

VENDOR TOTAL: 34.56

BESTBUY 49374	BEST BUY 8487 W GRAND RIVER AVE	06/21/2023 062123 FOA TOASTER OVEN FOR PLANT
06/21/2023	BRIGHTON MI, 48116	07/18/2023 N 149.99
		/ / 0.0000 N 0.00
		07/18/2023 N 149.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	149.99

VENDOR TOTAL: 149.99

BOYNE MTN	BOYNE MOUNTAIN RESORT	06/07/2023 060723 FOA LODGING FOR CONFERENCE
-----------	-----------------------	--

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
49405		07/18/2023		N		324.68
06/07/2023	,	/ /	0.0000	N		0.00
		07/18/2023		N		324.68

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-192-957.000	EDUCATION/TRAINING/CONVENTION	324.68
VENDOR TOTAL:		324.68

CHLORIDESO	CHLORIDE SOLUTIONS, LLC	06/23/2023	CS100363	FOA	JUNE 2023 DUST CONTROL	
49368	672 NORTH M-52	07/18/2023		N		18,867.78
06/23/2023	WEBBERVILLE MI, 48892	/ /	0.0000	N		0.00
		07/18/2023		Y		18,867.78

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-463-969.002	ROAD CHLORIDE	14,150.84
204-000-969.002	ROAD CHLORIDE	4,716.94
		18,867.78

CHLORIDESO	CHLORIDE SOLUTIONS, LLC	06/30/2023	CS100366	FOA	JUNE 2023 DUST CONTROL	
49426	672 NORTH M-52	07/18/2023		N		4,124.29
06/30/2023	WEBBERVILLE MI, 48892	/ /	0.0000	N		0.00
		07/18/2023		Y		4,124.29

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-463-969.002	ROAD CHLORIDE	3,093.22
204-000-969.002	ROAD CHLORIDE	1,031.07
		4,124.29

VENDOR TOTAL: 22,992.07

CINTAS	CINTAS CORPORATION	07/10/2023	4161056541	FOA	MATS	
49424	P.O. BOX 630910	07/18/2023		N		61.88
07/10/2023	CINCINNATI OH, 45263	/ /	0.0000	N		0.00
		07/18/2023		N		61.88

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-801.000	CONTRACTED SERVICES	61.88

CINTAS	CINTAS CORPORATION	07/05/2023	9219034585	FOA	CREDIT	
49408	P.O. BOX 630910	07/18/2023		N		(57.47)
04/07/2023	CINCINNATI OH, 45263	/ /	0.0000	N		0.00
		07/18/2023		N		(57.47)

Open

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

GL NUMBER	DESCRIPTION	AMOUNT
101-265-801.000	CONTRACTED SERVICES	(57.47)
VENDOR TOTAL:		4.41

COMCAST	COMCAST	06/29/2023	JUNE 2023	FOA	PHONE, INTERNET, CABLE AT TWP HALL &	
49385	P.O. BOX 70219	07/18/2023		N		1,446.48
06/29/2023	PHILADELPHIA PA, 19176-0219	/ /	0.0000	N		0.00
		07/18/2023		N		1,446.48

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-851.000	TELEPHONE	80.79
536-000-805.000	INTERNET	136.35
577-000-806.000	CABLE TV FEES	142.19
577-000-805.000	INTERNET	224.90
536-000-805.000	INTERNET	188.45
577-000-806.000	CABLE TV FEES	673.80
VENDOR TOTAL:		1,446.48

CONSUMER	CONSUMERS ENERGY	07/02/2023	206436132920	FOA	JULY 2023 - PARSHALLVILLE RD SIREN	
49429	PO BOX 740309	07/18/2023		N		45.66
07/02/2023	CINCINNATI OH, 45274-0309	/ /	0.0000	N		0.00
		07/18/2023		N		45.66

Open

GL NUMBER	DESCRIPTION	AMOUNT
206-000-920.002	UTILITIES - ELECTRIC	45.66
VENDOR TOTAL:		45.66

COSTCO	COSTCO	06/08/2023	060823	FOA	DEPOSIT BOOKS	
49375		07/18/2023		N		75.12
06/08/2023	,	/ /	0.0000	N		0.00
		07/18/2023		N		75.12

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-000-727.000	SUPPLIES & POSTAGE	53.32
101-751-956.000	FARMERS MARKET	21.80
VENDOR TOTAL:		75.12

CUSTOMPATC	CUSTOM PATCHES	06/13/2023	2650156	FOA	JUNIOR RANGER PATCH	
49376		07/18/2023		N		227.37
06/13/2023	,	/ /	0.0000	N		0.00

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

		07/18/2023		N		227.37
Open						

GL NUMBER	DESCRIPTION	AMOUNT
101-577-740.000	OPERATING SUPPLIES	227.37

VENDOR TOTAL: 227.37

DOUGIES	DOUGIE'S DISPOSAL & RECYCLING	07/01/2023	138491	FOA	JULY 2023	
49390	PO BOX 241	07/18/2023		N		300.00
07/01/2023	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		07/18/2023		Y		300.00

Open

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

DOUGIES	DOUGIE'S DISPOSAL & RECYCLING	07/05/2023	138864	FOA	WEEKLY GARBAGE REMOVAL	
49403	PO BOX 241	07/18/2023		N		188.00
07/05/2023	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		07/18/2023		Y		188.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-801.000	CONTRACTED SERVICES	188.00

VENDOR TOTAL: 488.00

0070	DTE ENERGY	06/02/2023	1018187601-06/20	FOA	JUNE 2023 - SETTLERS PARK PAVILION	
49427	P.O BOX 740786	07/18/2023		N		54.65
	CINCINNATI					
06/02/2023	OH, 45274-0786	/ /	0.0000	N		0.00
		07/18/2023		N		54.65

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-920.002	UTILITIES - ELECTRIC	54.65

0070	DTE ENERGY	06/30/2023	200004506660	FOA	JUNE 2023 - MILLPOINTE, FIDDLERS GRO	
49431	P.O BOX 740786	07/18/2023		N		1,561.45
	CINCINNATI					
06/30/2023	OH, 45274-0786	/ /	0.0000	N		0.00
		07/18/2023		N		1,561.45

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000-282.001	MILLPOINTE STREETLIGHTS DEPOSIT	285.67
101-000-282.002	FIDDLAR GROVE STREETLIGHT DEPOSIT	22.98
101-000-282.003	WALNUT RIDGE STREETLIGHTS DEPOSIT	25.16
101-448-921.000	STREET LIGHTS	1,227.64

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

1,561.45

VENDOR TOTAL: 1,616.10

ECOSHIELD	ECOSHIELD PEST SOLUTIONS DET WEST	06/29/2023	11924115	FOA	PEST CONTROL AT WTP	
49377	P.O. BOX 92180	07/18/2023		N		99.00
05/30/2023	LAS VEGAS NV, 89193-2180	/ /	0.0000	N		0.00
		07/18/2023		Y		99.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-801.000	CONTRACTED SERVICES	99.00

VENDOR TOTAL: 99.00

FSOM	FIRE SYSTEMS OF MICHIGAN	06/30/2023	100767	FOA	BACKFLOW PREVENTOR INSPECTION	
49425	2710 NORTHRIDGE DR NW, STE F	07/18/2023		N		423.75
06/30/2023	GRAND RAPIDS MI, 49544	/ /	0.0000	N		0.00
		07/18/2023		N		423.75

Open

GL NUMBER	DESCRIPTION	AMOUNT
206-000-930.001	REPAIRS & MAINT. EQUIPMENT	423.75

VENDOR TOTAL: 423.75

FIRSTIMPRE	FIRST IMPRESSION PRINT & MARKETING	06/22/2023	82615	FOA	2023 SUMMER NEWSLETTER	
49378	907 FOWLER ST.	07/18/2023		N		1,746.36
06/22/2023	HOWELL MI, 48843	/ /	0.0000	N		0.00
		07/18/2023		N		1,746.36

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-577-900.000	PRINTING & PUBLICATIONS	1,746.36

VENDOR TOTAL: 1,746.36

MARKETEER	GEORGE MOSES CO	07/01/2023	JULY 2023	FOA	JULY 2023	
49400	P.O. BOX 686	07/18/2023		N		185.00
07/01/2023	BRIGHTON MI, 48116	/ /	0.0000	N		0.00
		07/18/2023		N		185.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-956.000	FARMERS MARKET	185.00

VENDOR TOTAL: 185.00

GODADDY	GO DADDY	06/11/2023	2607407447	FOA	JUNE 2023	
---------	----------	------------	------------	-----	-----------	--

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
49407		07/18/2023		N		26.99
06/11/2023	,	/ /	0.0000	N		0.00
		07/18/2023		N		26.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-900.000	PRINTING & PUBLICATIONS	26.99

VENDOR TOTAL: 26.99

GRANDTRAVE	GRAND TRAVERSE RESORT & SPA	06/21/2023	062123	FOA	LODGING FOR CONFERENCE	
49406		07/18/2023		N		189.00
06/21/2023	,	/ /	0.0000	N		0.00
		07/18/2023		N		189.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-253-957.000	EDUCATION/TRAINING/CONVENTION	189.00

VENDOR TOTAL: 189.00

HARTLANDSE	HARTLAND SENIOR ACTIVITY CENTER	07/11/2023	071123	FOA	JUNE/JULY PERFORMANCES AT FARMERS MK	
49437	9525 E HIGHLAND RD	07/18/2023		N		100.00
07/11/2023	HOWELL MI, 48843	/ /	0.0000	N		0.00
		07/18/2023		N		100.00

Open

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

VENDOR TOTAL: 100.00

SENIORCENT	HARTLAND SENIOR CENTER	07/01/2023	JULY 2023	FOA	PAYMENT PER AGREEMENT	
49035	9525 HIGHLAND RD	07/18/2023		N		11,000.00
07/01/2023	HOWELL MI, 48843	/ /	0.0000	N		0.00
		07/18/2023		N		11,000.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-901-999.000	APPROPRIATIONS SENIOR CITIZENS	11,000.00

VENDOR TOTAL: 11,000.00

0001	HARTLAND TOWNSHIP GENERAL FUND	07/03/2023	070323	FOA	JUNE 2023 DOG LICENSE PMTS	
49391		07/18/2023		N		13.50
07/03/2023	,	/ /	0.0000	N		0.00
		07/18/2023		N		13.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
-----------	-------------	--------

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

701-000-290.250	DOG LICENSES ESCROW					13.50
0001	HARTLAND TOWNSHIP GENERAL FUND	07/11/2023	071123	FOA	JUNE 2023 MOBILE HOME TAX DISBURSEME	
49439		07/18/2023		N		281.00
07/11/2023		/ /	0.0000	N		0.00
		07/18/2023		N		281.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
701-000-290.300	MOBILE HOME FEES ESCROW	281.00

VENDOR TOTAL: 294.50

HARTTREASU	HARTLAND TOWNSHIP TREASURER	07/05/2023	2ND QTR 2023 UB	FOA	2ND QTR 2023 UB	
49404	2655 CLARK RD	07/18/2023		N		3,460.64
07/05/2023	HARTLAND MI, 48353	/ /	0.0000	Y		0.00
		07/18/2023		N		3,460.64

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-920.005	UTILITIES - WATER	802.63
101-265-920.005	UTILITIES - WATER	431.37
101-265-920.004	UTILITIES - SEWER	137.39
101-265-920.005	UTILITIES - WATER	156.21
101-751-920.004	UTILITIES - SEWER	299.28
536-000-920.004	UTILITIES - SEWER	1,182.21
101-463-920.005	UTILITIES - WATER	451.55
		3,460.64

VENDOR TOTAL: 3,460.64

WATERO&M	HARTLAND TOWNSHIP WATER O & M	06/30/2023	071023	FOA	JUNE 2023 OUT OF DEPT COSTS FOR WATE	
49432	2655 CLARK RD	07/18/2023		N		8,750.95
07/10/2023	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		07/18/2023		N		8,750.95

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.009	CONTRACT SERVICES - WATER SYSTEM	5,595.97
101-265-801.009	CONTRACT SERVICES - WATER SYSTEM	2,055.84
101-567-801.009	CONTRACT SERVICES - WATER SYSTEM	1,099.14
		8,750.95

VENDOR TOTAL: 8,750.95

HITECH	HI-TECH SAFE & LOCK INC.	06/23/2023	33933	FOA	3 CENTRIC KEYS	
49366	122 W CLINTON ST	07/18/2023		N		13.50
06/23/2023	HOWELL MI, 48843	/ /	0.0000	N		0.00
		07/18/2023		N		13.50

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

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	13.50

VENDOR TOTAL: 13.50

1548	HORIZON LANDSCAPE INC.	06/27/2023	16648	FOA	RETAINING WALL	
49387	11765 HIBNER RD	07/18/2023		N		6,670.00
06/27/2023	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		07/18/2023		N		6,670.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
206-000-930.003	REPAIRS & MAINTENANCE BLD&GRDS	6,670.00

VENDOR TOTAL: 6,670.00

HP.COM	HP.COM	07/03/2023	052823	FOA	REFUND	
49397		07/18/2023		N		(41.40)
05/28/2023	,	/ /	0.0000	N		0.00
		07/18/2023		N		(41.40)

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-209-970.000	CAPITAL OUTLAY	(41.40)

VENDOR TOTAL: (41.40)

HUNT2	HUNTINGTON NATIONAL BANK	07/10/2023	53343	FOA	8/1/23 - 7/31/24 CAPITAL IMPROVEMENT	
49430	ATTN CORPORATE TRUST DEPT	07/18/2023		N		500.00
	L-3632					
06/01/2023	COLUMBUS OH, 43260	/ /	0.0000	N		0.00
		07/18/2023		N		500.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
204-000-996.000	BOND FEES	500.00

HUNT2	HUNTINGTON NATIONAL BANK	07/10/2023	53344	FOA	8/1/23 - 7/31/24 CAPITAL IMPROVEMENT	
49433	ATTN CORPORATE TRUST DEPT	07/18/2023		N		500.00
	L-3632					
06/01/2023	COLUMBUS OH, 43260	/ /	0.0000	N		0.00
		07/18/2023		N		500.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
204-000-996.000	BOND FEES	500.00

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

VENDOR TOTAL: 1,000.00

JCIJONES	JCI JONES CHEMICALS, INC	06/12/2023	915359	FOA	HYPOCHLORITE SOLUTION	
49379	MSC#729	07/18/2023		N		3,296.70
	P.O. BOX 830674					
06/12/2023	BIRMINGHAM AL, 35283-0674	/ /	0.0000	N		0.00
		07/18/2023		N		3,296.70

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.001	WATER TREAT. CHEMICALS	3,296.70

VENDOR TOTAL: 3,296.70

0220	LIVINGSTON COUNTY TREASURER	07/03/2023	070323	FOA	JUNE 2023 DOG LICENSE PMTS	
49392	200 E. GRAND RIVER	07/18/2023		N		151.50
07/03/2023	HOWELL MI, 48843	/ /	0.0000	N		0.00
		07/18/2023		N		151.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
701-000-290.250	DOG LICENSES ESCROW	151.50

0220	LIVINGSTON COUNTY TREASURER	07/05/2023	07052023	FOA	BOR/PRE ADJUSTMENT - PID 08-33-402-0	
49423	200 E. GRAND RIVER	07/18/2023		N		49.51
07/05/2023	HOWELL MI, 48843	/ /	0.0000	N		0.00
		07/18/2023		N		49.51

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-209-850.000	TAX CHARGEBACKS	49.51

0220	LIVINGSTON COUNTY TREASURER	07/11/2023	071123	FOA	JUNE 2023 MOBILE HOME TAX DISBURSEME	
49440	200 E. GRAND RIVER	07/18/2023		N		1,405.00
07/11/2023	HOWELL MI, 48843	/ /	0.0000	N		0.00
		07/18/2023		N		1,405.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
701-000-290.300	MOBILE HOME FEES ESCROW	1,405.00

VENDOR TOTAL: 1,606.01

2909	LIVINGSTON CTY.DRAIN COMMISSIO	06/30/2023	3659	FOA	JUNE 2023 SEWER SYSTEM O&M	
49421	2300 E. GRAND RIVER	07/18/2023		N		196,337.56
	STE. 105					
07/05/2023	HOWELL MI, 48843	/ /	0.0000	N		0.00
		07/18/2023		N		196,337.56

Open

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

GL NUMBER	DESCRIPTION	AMOUNT
590-000-801.008	LCDC CONTRACT SERVICES	196,337.56
VENDOR TOTAL:		196,337.56

LDPA	LIVINGSTON DAILY PRESS & ARGUS	06/11/2023	061123	FOA	JUNE 2023	
49394		07/18/2023		N		11.99
	3964 SOLUTIONS CENTER					
06/11/2023	CHICAGO IL, 60677-3009	/ /	0.0000	Y		0.00
		07/18/2023		N		11.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-577-801.000	CONTRACTED SERVICES	11.99
VENDOR TOTAL:		11.99

MASTERS	MASTERS TELECOM LLC	06/26/2023	19864	FOA	JUNE 2023	
49380		07/18/2023		N		19.41
06/26/2023	,	/ /	0.0000	N		0.00
		07/18/2023		N		19.41

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-851.000	TELEPHONE	19.41
VENDOR TOTAL:		19.41

MEIJER	MEIJER	06/27/2023	062723	FOA	FAN	
49381	2160 HARTLAND RD	07/18/2023		N		16.95
06/27/2023	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		07/18/2023		N		16.95

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-253-727.000	SUPPLIES & POSTAGE	16.95
VENDOR TOTAL:		16.95

MMTA	MICHIGAN MUNICIPAL TREASURERS ASSOC	06/20/2023	7953	FOA	2023 REGISTRATION	
49382		07/18/2023		N		399.00
	PO BOX 324					
06/20/2023	TAWAS CITY MI, 48764	/ /	0.0000	N		0.00
		07/18/2023		N		399.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-253-957.000	EDUCATION/TRAINING/CONVENTION	399.00

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

VENDOR TOTAL: 399.00

LCDPA	MICHIGAN.COM	07/10/2023	AUGUST 2023	FOA	AUGUST 2023 - ACCT # PA8741424	
49428	PO BOX 742520	07/18/2023		N		63.00
07/10/2023	CINCINNATI OH, 45274-2520	/ /	0.0000	N		0.00
		07/18/2023		N		63.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-101-804.000	MEMBERSHIP & DUES	63.00

VENDOR TOTAL: 63.00

NORTHWEST	NORTHWEST PIPE AND SUPPLY INC	06/20/2023	49619	FOA	PARTS FOR HYDRANT METER	
49401	6430 GRAND RIVER	07/18/2023		N		162.02
06/20/2023	BRIGHTON MI, 48114	/ /	0.0000	N		0.00
		07/18/2023		N		162.02

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	162.02

VENDOR TOTAL: 162.02

PAYPAL	PAYPAL	06/03/2023	169	FOA	SUMMER NEWSLETTER	
49393		07/18/2023		N		50.00
06/03/2023	,	/ /	0.0000	N		0.00
		07/18/2023		N		50.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-577-801.000	CONTRACTED SERVICES	50.00

VENDOR TOTAL: 50.00

1180	PETER'S TRUE VALUE HARDWARE	06/29/2023	K68227	FOA	RED PAINT FOR HERITAGE PARK GATE	
49388	3455 W. HIGHLAND ROAD	07/18/2023		N		21.87
06/29/2023	MILFORD MI, 48380	/ /	0.0000	N		0.00
		07/18/2023		N		21.87

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-930.000	REPAIRS & MAINTENANCE	21.87

1180	PETER'S TRUE VALUE HARDWARE	07/06/2023	K68293	FOA		
49422	3455 W. HIGHLAND ROAD	07/18/2023		N		37.96
07/06/2023	MILFORD MI, 48380	/ /	0.0000	N		0.00
		07/18/2023		N		37.96

Open

GL NUMBER	DESCRIPTION	AMOUNT
-----------	-------------	--------

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

536-000-740.000	OPERATING SUPPLIES					37.96
1180	PETER'S TRUE VALUE HARDWARE	06/28/2023	K74910	FOA	PART FOR WEED WHIP	
49362	3455 W. HIGHLAND ROAD	07/18/2023		N		6.99
06/28/2023	MILFORD MI, 48380	/ /	0.0000	N		0.00
		07/18/2023		N		6.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	6.99

VENDOR TOTAL: 66.82

PMTECH	PM TECHNOLOGIES	06/23/2023	82003700	FOA	GENERATOR SERVICE CALL	
49365	28294 BECK ROAD	07/18/2023		N		586.50
06/23/2023	WIXOM MI, 48393	/ /	0.0000	N		0.00
		07/18/2023		N		586.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-930.000	REPAIRS & MAINTENANCE	586.50

VENDOR TOTAL: 586.50

PREISS	PREISS COMPANIES LLC	06/27/2023	15094	FOA	FIRE STATION 61 DRIVEWAY CHANGE ORDE	
49364	8211 CLYDE ROAD	07/18/2023		N		50,000.00
06/27/2023	FENTON MI, 48430	/ /	0.0000	N		0.00
		07/18/2023		N		50,000.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
206-000-930.003	REPAIRS & MAINTENANCE BLD&GRDS	50,000.00

VENDOR TOTAL: 50,000.00

RURALKING	RURAL KING	06/26/2023	062623	FOA	TAPE MEASURE, PAINT, LEATHER GLOVES,	
49383	4216 DEWITT AVE	07/18/2023		N		371.35
06/26/2023	MATTOON IL, 61938	/ /	0.0000	N		0.00
		07/18/2023		N		371.35

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	27.98
536-000-930.001	REPAIRS & MAINTENANCE SYSTEM	17.98
101-441-740.000	OPERATING SUPPLIES	13.99
101-751-740.000	OPERATING SUPPLIES	29.97
536-000-930.002	REPAIRS & MAINT VEHICLE/EQUIP	13.98
536-000-740.000	OPERATING SUPPLIES	149.99
101-567-930.000	REPAIRS & MAINTENANCE	15.98
536-000-740.000	OPERATING SUPPLIES	14.99

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

536-000-719.100	UNIFORMS/CLOTHING ALLOWANCE					73.98
536-000-740.000	OPERATING SUPPLIES					12.51
						371.35

VENDOR TOTAL: 371.35

SCHERER	SCHERER PERFORMANCE AUTO REPAIR	06/26/2023	28272	FOA	DPW TRUCK REPAIRS	
49369	7050 WEST GRAND RIVER	07/18/2023		N		2,215.00
06/26/2023	FOWLERVILLE MI, 48836	/ /	0.0000	N		0.00
		07/18/2023		N		2,215.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-930.002	REPAIRS & MAINT VEHICLE/EQUIP	2,215.00

VENDOR TOTAL: 2,215.00

SECURITYLO	SECURITY LOCK SERVICE	06/30/2023	836	FOA	REPLACE THRESHOLD, DOOR CLOSER & LAT	
49434	401 WASHINGTON ST	07/18/2023		N		953.00
06/30/2023	BRIGHTON MI, 48116	/ /	0.0000	N		0.00
		07/18/2023		N		953.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-930.000	REPAIRS & MAINTENANCE	953.00

SECURITYLO	SECURITY LOCK SERVICE	06/30/2023	837	FOA	KEYPAD FOR EASY ACCESS TO AED MACHIN	
49435	401 WASHINGTON ST	07/18/2023		N		1,796.00
06/30/2023	BRIGHTON MI, 48116	/ /	0.0000	N		0.00
		07/18/2023		N		1,796.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-930.000	REPAIRS & MAINTENANCE	1,796.00

SECURITYLO	SECURITY LOCK SERVICE	06/30/2023	838	FOA	REPLACE HINGES, REPAIR ALIGNMENT AT	
49436	401 WASHINGTON ST	07/18/2023		N		1,065.00
06/30/2023	BRIGHTON MI, 48116	/ /	0.0000	N		0.00
		07/18/2023		N		1,065.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-930.000	REPAIRS & MAINTENANCE	1,065.00

VENDOR TOTAL: 3,814.00

SHUTTERSTO	SHUTTERSTOCK.COM	06/19/2023	061923	FOA	JUNE 2023	
49395		07/18/2023		N		29.00
06/19/2023	,	/ /	0.0000	N		0.00
		07/18/2023		N		29.00

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

Open

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

VENDOR TOTAL: 29.00

SPORTSAPPA	SPORTS & APPAREL	06/26/2023	062623	FOA	EMBROIDERY ON HATS	
49396		07/18/2023		N		133.50
06/26/2023	,	/ /	0.0000	N		0.00
		07/18/2023		N		133.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-719.100	UNIFORMS/CLOTHING ALLOWANCE	133.50

VENDOR TOTAL: 133.50

STAPLES	STAPLES	07/01/2023	8070800439	FOA	MISC SUPPLIES	
49418	PO BOX 660409	07/18/2023		N		152.91
07/01/2023	DALLAS TX, 75266-0409	/ /	0.0000	N		0.00
		07/18/2023		N		152.91

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-215-727.000	SUPPLIES & POSTAGE	39.94
101-192-727.000	SUPPLIES & POSTAGE	9.45
101-265-740.000	OPERATING SUPPLIES	103.52
		152.91

VENDOR TOTAL: 152.91

SPIRITOFLI	THE SPIRIT OF LIVINGSTON	06/30/2023	54667	FOA	FARMERS MARKET SHIRTS	
49402	3280 W GRAND RIVER	07/18/2023		N		917.00
06/30/2023	HOWELL MI, 48855	/ /	0.0000	N		0.00
		07/18/2023		N		917.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-956.000	FARMERS MARKET	917.00

VENDOR TOTAL: 917.00

UPLIFTDESK	UPLIFT DESK	06/02/2023	060223	FOA	ASSESSER DESK	
49398		07/18/2023		N		1,587.00
06/02/2023	,	/ /	0.0000	N		0.00
		07/18/2023		N		1,587.00

Open

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

GL NUMBER	DESCRIPTION	AMOUNT
101-209-970.000	CAPITAL OUTLAY	1,587.00
VENDOR TOTAL:		1,587.00

USA	USA BLUE BOOK	06/15/2023	46254	FOA	SULFURIC ACID	
49356	P.O. BOX 9004	07/18/2023		N		51.41
06/15/2023	GURNEE IL, 60031-9004	/ /	0.0000	N		0.00
		07/18/2023		N		51.41

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	51.41
VENDOR TOTAL:		51.41

VC3, INC.	VC3, INC.	06/30/2023	115687	FOA	1 YEAR SSL CERTIFICATE FOR VPN.HARTL	
49442	C/O PNC BANK	07/18/2023		N		150.00
06/30/2023	P.O. BOX 746804	/ /	0.0000	N		0.00
	ATLANTA GA, 30374-6804	07/18/2023		N		150.00

Open

GL NUMBER	DESCRIPTION	AMOUNT				
101-265-740.000	OPERATING SUPPLIES	150.00				
VC3, INC.	VC3, INC.	07/11/2023	117207	FOA	JULY 2023 - MS365 BUSINESS STANDARD	
49441	C/O PNC BANK	07/18/2023		N		562.50
07/11/2023	P.O. BOX 746804	/ /	0.0000	N		0.00
	ATLANTA GA, 30374-6804	07/18/2023		N		562.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
577-000-946.000	PEG SERVER & SOFTWARE RENTAL	562.50
VENDOR TOTAL:		712.50

TOTAL - ALL VENDORS: 325,879.01

FUND TOTALS:	
Fund 101 - GENERAL FUND	53,616.11
Fund 204 - MUNICIPAL STREET FUND	6,748.01
Fund 206 - FIRE OPERATING	57,385.41
Fund 536 - WATER SYSTEM FUND	8,284.21
Fund 577 - CABLE TV FUND	1,603.39
Fund 590 - SEWER OPERATIONS & MAINTENANCE FUND	196,390.88
Fund 701 - TRUST AND AGENCY	1,851.00

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Susan Case, Finance Clerk

Subject: Approve Post Audit of Disbursements Between Board Meetings

Date: July 11, 2023

Recommended Action

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

Discussion

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

Accounts Payable - \$812,275.00

June 29, 2023 Payroll - \$93,260.07

July 13, 2023 Payroll - \$95,203.00

Financial Impact

Is a Budget Amendment Required? Yes No

All expenses are covered under the amended FY24 budget.

Attachments

Post Audit Bills List 06.15.2023

Post Audit Bills List 06.22.2023

Post Audit Bills List 06.29.2023

Post Audit Bills List 07.05.2023

Payroll for 06.29.2023

Payroll for 07.13.2023

06/26/2023 09:50 AM
User: SUSANC
DB: Hartland

CHECK DISBURSEMENT REPORT FOR HARTLAND TOWNSHIP
CHECK DATE FROM 06/15/2023 - 06/15/2023

Check Date	Bank	Check #	Payee	Description	GL #	Amount
06/15/2023	FOA	43775	HARTLAND AREA HISTORICAL SOCIETY	DEARING MUSEUM	101-703-885.000	5,000.00
			TOTAL - ALL FUNDS	TOTAL OF 1 CHECKS		5,000.00
--- GL TOTALS ---						
101-703-885.000			DEARING MUSEUM		5,000.00	
			TOTAL		5,000.00	

Check Date	Bank	Check #	Payee	Description	GL #	Amount
06/22/2023	FOA	43840	CONSUMERS ENERGY	UTILITIES - GAS	101-265-920.001	91.62
		43840		UTILITIES - GAS	536-000-920.001	97.50
						189.12
06/22/2023	FOA	43841	DELTA DENTAL	ACCRUED DENTAL BENEFITS	001-000-257.101	223.16
		43841		EMPLOYMENT EXPENSE	101-192-716.000	70.64
		43841		EMPLOYMENT EXPENSE	101-215-716.000	66.64
		43841		EMPLOYMENT EXPENSE	101-253-716.000	133.28
		43841		EMPLOYMENT EXPENSE	101-400-716.000	187.83
		43841		EMPLOYMENT EXPENSE	101-441-716.000	242.38
		43841		EMPLOYMENT EXPENSE	536-000-716.000	191.83
						1,115.76
06/22/2023	FOA	43842	DTE ENERGY	UTILITIES - ELECTRIC	101-265-920.002	1,179.27
		43842		STREET LIGHTS	101-448-921.000	39.10
		43842		UTILITIES	101-567-920.000	15.73
		43842		UTILITIES - ELECTRIC	101-751-920.002	745.03
		43842		UTILITIES - ELECTRIC	206-000-920.002	22.80
		43842		UTILITIES - ELECTRIC	536-000-920.002	5,728.44
						7,730.37
06/22/2023	FOA	43843	ECONO PRINT	TAX PREPARATION	101-253-811.000	3,052.20
06/22/2023	FOA	43844	MUTUAL OF OMAHA	ACCRUED STD/LTD BENEFITS	001-000-257.103	182.35
		43844		EMPLOYMENT EXPENSE	101-192-716.000	99.00
		43844		EMPLOYMENT EXPENSE	101-209-716.000	140.82
		43844		EMPLOYMENT EXPENSE	101-215-716.000	96.54
		43844		EMPLOYMENT EXPENSE	101-253-716.000	71.31
		43844		EMPLOYMENT EXPENSE	101-400-716.000	112.79
		43844		EMPLOYMENT EXPENSE	101-441-716.000	84.33
		43844		EMPLOYMENT EXPENSE	536-000-716.000	124.62
						911.76
06/22/2023	FOA	43845	PRIORITY HEALTH	ACCRUED MEDICAL BENEFITS	001-000-257.100	2,289.60
		43845		EMPLOYMENT EXPENSE	101-192-716.000	1,267.56
		43845		EMPLOYMENT EXPENSE	101-215-716.000	1,394.34
		43845		EMPLOYMENT EXPENSE	101-253-716.000	633.78
		43845		EMPLOYMENT EXPENSE	101-441-716.000	3,485.88
		43845		EMPLOYMENT EXPENSE	536-000-716.000	2,376.72
						11,447.88
06/22/2023	FOA	43846	VSP INSURANCE CO. (CT)	DECEMBER 2022 PREMIUMS	001-000-257.102	38.72
		43846		DECEMBER 2022 PREMIUMS	101-192-716.000	14.20
		43846		DECEMBER 2022 PREMIUMS	101-215-716.000	11.95
		43846		DECEMBER 2022 PREMIUMS	101-253-716.000	23.90
		43846		DECEMBER 2022 PREMIUMS	101-400-716.000	31.62
		43846		DECEMBER 2022 PREMIUMS	101-441-716.000	39.34
		43846		DECEMBER 2022 PREMIUMS	536-000-716.000	33.87
						193.60

Check Date	Bank	Check #	Payee	Description	GL #	Amount
			TOTAL - ALL FUNDS	TOTAL OF 7 CHECKS		24,640.69
--- GL TOTALS ---						
001-000-257.100				ACCRUED MEDICAL BENEFITS		2,289.60
001-000-257.101				ACCRUED DENTAL BENEFITS		223.16
001-000-257.102				ACCRUED VISION BENEFITS		38.72
001-000-257.103				ACCRUED STD/LTD BENEFITS		182.35
101-192-716.000				EMPLOYMENT EXPENSE		1,451.40
101-209-716.000				EMPLOYMENT EXPENSE		140.82
101-215-716.000				EMPLOYMENT EXPENSE		1,569.47
101-253-716.000				EMPLOYMENT EXPENSE		862.27
101-253-811.000				TAX PREPARATION		3,052.20
101-265-920.001				UTILITIES - GAS		91.62
101-265-920.002				UTILITIES - ELECTRIC		1,179.27
101-400-716.000				EMPLOYMENT EXPENSE		332.24
101-441-716.000				EMPLOYMENT EXPENSE		3,851.93
101-448-921.000				STREET LIGHTS		39.10
101-567-920.000				UTILITIES		15.73
101-751-920.002				UTILITIES - ELECTRIC		745.03
206-000-920.002				UTILITIES - ELECTRIC		22.80
536-000-716.000				EMPLOYMENT EXPENSE		2,727.04
536-000-920.001				UTILITIES - GAS		97.50
536-000-920.002				UTILITIES - ELECTRIC		5,728.44
TOTAL						24,640.69

Check Date	Bank	Check #	Payee	Description	GL #	Amount
06/29/2023	FOA	43847	LOWES BUSINESS ACCT/SYNCB	REPAIRS & MAINTENANCE	101-751-930.000	82.38
		43847		REPAIRS & MAINTENANCE SYSTEM	536-000-930.001	174.78
						257.16
06/29/2023	FOA	43848	VERIZON WIRELESS	DUE TO EMPLOYEES	101-000-232.000	79.47
		43848		REPAIRS & MAINTENANCE	101-209-930.000	80.02
		43848		TELEPHONE	101-265-851.000	755.21
		43848		TELEPHONE	536-000-851.000	247.52
		43848		CONTRACTED SERVICES & RENTALS	577-000-801.000	40.01
						1,202.23
TOTAL - ALL FUNDS				TOTAL OF 2 CHECKS		1,459.39

--- GL TOTALS ---

101-000-232.000	DUE TO EMPLOYEES	79.47
101-209-930.000	REPAIRS & MAINTENANCE	80.02
101-265-851.000	TELEPHONE	755.21
101-751-930.000	REPAIRS & MAINTENANCE	82.38
536-000-851.000	TELEPHONE	247.52
536-000-930.001	REPAIRS & MAINTENANCE SYSTEM	174.78
577-000-801.000	CONTRACTED SERVICES & RENTALS	40.01
	TOTAL	1,459.39

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/05/2023	FOA	43849	APPLIED INNOVATION		101-172-930.000	33.32
07/05/2023	FOA	43850 43850	CHLORIDE SOLUTIONS, LLC	ROAD CHLORIDE ROAD CHLORIDE	101-463-969.002 204-000-969.002	3,442.39 1,147.46 <hr/> 4,589.85
07/05/2023	FOA	43851 43851	CINTAS CORPORATION	CONTRACTED SERVICES OPERATING SUPPLIES	101-265-801.000 536-000-740.000	49.90 7.15 <hr/> 57.05
07/05/2023	FOA	43852 43852	ECONO PRINT	TAX PREPARATION PRINTING & PUBLICATIONS	101-253-811.000 101-577-900.000	2,140.42 119.46 <hr/> 2,259.88
07/05/2023	FOA	43853 43853	ETNA SUPPLY COMPANY	SOFTWARE MAINTENANCE REPAIRS & MAINTENANCE SYSTEM	536-000-930.000 536-000-930.001	40,070.00 127.00 <hr/> 40,197.00
07/05/2023	FOA	43854 43854 43854 43854 43854	FOSTER, SWIFT, COLLINS & SMITH	LEGAL FEES LEGAL FEES LEGAL FEES LEGAL FEES LEGAL FEES	101-101-826.000 101-209-826.000 101-400-826.000 536-000-826.000 590-000-826.000	258.50 399.50 1,551.00 2,442.56 4,338.65 <hr/> 8,990.21
07/05/2023	FOA	43855	GREAT LAKES INTERIORS + DESIGN	CAPITAL OUTLAY	101-400-970.000	1,155.00
07/05/2023	FOA	43856	HARTLAND AREA YOUTH ATHLETIC	CONTRACTED SERVICES	101-751-801.000	291.49
07/05/2023	FOA	43857	HARTLAND AREA YOUTH ATHLETIC	CONTRACTED SERVICES	101-751-801.000	1,285.72
07/05/2023	FOA	43858	HARTLAND COMMUNITY SOCCER ASSN	CONTRACTED SERVICES	101-751-801.000	676.99
07/05/2023	FOA	43859	HARTLAND DEERFIELD FIRE	CONTRIBUTION TO FIRE AUTHORITY	206-000-999.336	346,558.50
07/05/2023	FOA	43860	HARTLAND ENRICHMENT/RECREATION	APPROPRIATIONS COMMUNITY CENTER	101-901-999.002	22,000.00
07/05/2023	FOA	43861	HARTLAND SENIOR ACTIVITY CENTER	FARMERS MARKET	101-751-956.000	400.00
07/05/2023	FOA	43862 43862 43862	HARTLAND TOWNSHIP GENERAL FUND	ADMINISTRATIVE FEES RENT ADMINISTRATIVE FEES	536-000-720.000 577-000-941.000 590-000-720.000	41,662.22 3,246.00 36,132.88 <hr/> 81,041.10
07/05/2023	FOA	43863	HARTLAND YOUTH LACROSSE	CONTRACTED SERVICES	101-751-801.000	291.49
07/05/2023	FOA	43864 43864 43864	HORIZON LANDSCAPE INC.	CONTRACTED SERVICES LAWN/SNOW MAINTENANCE LAWN/SNOW MAINTENANCE	101-441-801.000 101-463-802.000 206-000-802.000	1,500.00 3,986.17 1,396.83 <hr/> 6,883.00

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/05/2023	FOA	43865	LIVINGSTON COUNTY SHERIFF	CONTRACTED SERVICES	101-302-801.000	60,860.00
07/05/2023	FOA	43866	MI MUNICIPAL RISK MANAGEMENT	OTHER REVENUE	101-000-694.000	4,871.00
07/05/2023	FOA	43867	POSTMASTER	SUPPLIES/POSTAGE	536-000-727.000	415.20
		43867		SUPPLIES & POSTAGE	590-000-727.000	415.20
						<u>830.40</u>
07/05/2023	FOA	43868	PREISS COMPANIES LLC	REPAIRS & MAINTENANCE BLD&GRDS	206-000-930.003	149,800.00
07/05/2023	FOA	43869	SAN MARINO EXCAVATING, INC.	CONTRACTED SERVICES	536-000-801.000	530.00
07/05/2023	FOA	43870	SPALDING DEDECKER	REDWOOD USA LLC	101-400-801.100-0026	24,405.00
		43870		PIRHL	101-400-801.100-0027	2,486.00
		43870		YATOOMA OIL	101-400-801.100-0033	2,584.50
		43870		SPRANGER FIELD	401-751-970.006	2,115.00
		43870		CONTRACTED SERVICES & RENTALS	577-000-801.000	10,931.00
		43870		ENGINEERING FEES	590-000-816.000	3,888.00
						<u>46,409.50</u>
07/05/2023	FOA	43871	STAPLES	SUPPLIES & POSTAGE	101-172-727.000	133.47
		43871		SUPPLIES & POSTAGE	101-192-727.000	15.75
		43871		SUPPLIES & POSTAGE	101-215-727.000	57.83
		43871		OPERATING SUPPLIES	101-265-740.000	285.45
						<u>492.50</u>
07/05/2023	FOA	43872	THE SPIRIT OF LIVINGSTON	UNIFORMS/CLOTHING ALLOWANCE	536-000-719.100	80.00
07/05/2023	FOA	43873	TOSHIBA AMERICA BUSINESS		101-172-930.000	6.30
07/05/2023	FOA	43874	USA BLUE BOOK	OPERATING SUPPLIES	536-000-740.000	474.62
07/05/2023	FOA	43875	WATER TECH	OPERATING SUPPLIES	536-000-740.000	110.00
			TOTAL - ALL FUNDS	TOTAL OF 27 CHECKS		781,174.92

--- GL TOTALS ---

101-000-694.000	OTHER REVENUE	4,871.00
101-101-826.000	LEGAL FEES	258.50
101-172-727.000	SUPPLIES & POSTAGE	133.47
101-172-930.000		39.62
101-192-727.000	SUPPLIES & POSTAGE	15.75
101-209-826.000	LEGAL FEES	399.50
101-215-727.000	SUPPLIES & POSTAGE	57.83
101-253-811.000	TAX PREPARATION	2,140.42
101-265-740.000	OPERATING SUPPLIES	285.45
101-265-801.000	CONTRACTED SERVICES	49.90
101-302-801.000	CONTRACTED SERVICES	60,860.00
101-400-801.100-0026	REDWOOD USA LLC	24,405.00
101-400-801.100-0027	PIRHL	2,486.00

Check Date	Bank Check #	Payee	Description	GL #	Amount
101-400-801.100-0033		YATOOMA OIL			2,584.50
101-400-826.000		LEGAL FEES			1,551.00
101-400-970.000		CAPITAL OUTLAY			1,155.00
101-441-801.000		CONTRACTED SERVICES			1,500.00
101-463-802.000		LAWN/SNOW MAINTENANCE			3,986.17
101-463-969.002		ROAD CHLORIDE			3,442.39
101-577-900.000		PRINTING & PUBLICATIONS			119.46
101-751-801.000		CONTRACTED SERVICES			2,545.69
101-751-956.000		FARMERS MARKET			400.00
101-901-999.002		APPROPRIATIONS COMMUNITY CENTER			22,000.00
204-000-969.002		ROAD CHLORIDE			1,147.46
206-000-802.000		LAWN/SNOW MAINTENANCE			1,396.83
206-000-930.003		REPAIRS & MAINTENANCE BLD&GRDS			149,800.00
206-000-999.336		CONTRIBUTION TO FIRE AUTHORITY			346,558.50
401-751-970.006		SPRANGER FIELD			2,115.00
536-000-719.100		UNIFORMS/CLOTHING ALLOWANCE			80.00
536-000-720.000		ADMINISTRATIVE FEES			41,662.22
536-000-727.000		SUPPLIES/POSTAGE			415.20
536-000-740.000		OPERATING SUPPLIES			591.77
536-000-801.000		CONTRACTED SERVICES			530.00
536-000-826.000		LEGAL FEES			2,442.56
536-000-930.000		SOFTWARE MAINTENANCE			40,070.00
536-000-930.001		REPAIRS & MAINTENANCE SYSTEM			127.00
577-000-801.000		CONTRACTED SERVICES & RENTALS			10,931.00
577-000-941.000		RENT			3,246.00
590-000-720.000		ADMINISTRATIVE FEES			36,132.88
590-000-727.000		SUPPLIES & POSTAGE			415.20
590-000-816.000		ENGINEERING FEES			3,888.00
590-000-826.000		LEGAL FEES			4,338.65
		TOTAL			781,174.92

Check Register Report For Hartland Township
For Check Dates 06/16/2023 to 06/30/2023

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
06/29/2023	FOA	17421	MISSION SQUARE	1,939.51	1,939.51	0.00	Open
06/29/2023	FOA	17422	MISSION SQUARE	3,700.30	3,700.30	0.00	Open
06/29/2023	FOA	17423	MISSION SQUARE	2,644.25	2,644.25	0.00	Open
06/29/2023	FOA	17424	MISSION SQUARE	200.00	200.00	0.00	Open
06/29/2023	FOA	DD8581	BEDUHN, TIMOTHY L.A.	2,152.50	0.00	1,676.10	Cleared
06/29/2023	FOA	DD8582	BERNARDI, MELYNDA A	1,929.59	0.00	1,505.43	Cleared
06/29/2023	FOA	DD8583	BROOKS, TYLER J	2,626.00	0.00	1,861.61	Cleared
06/29/2023	FOA	DD8584	CARRIGAN, AMANDA K	3,425.00	0.00	2,712.18	Cleared
06/29/2023	FOA	DD8585	CASE, SUSAN E	2,087.06	0.00	1,293.22	Cleared
06/29/2023	FOA	DD8586	CIOFU, LARRY N	2,856.09	0.00	2,072.08	Cleared
06/29/2023	FOA	DD8587	COSGROVE, HEATHER H	2,275.98	0.00	1,849.26	Cleared
06/29/2023	FOA	DD8588	DRYDEN-HOGAN, SUSAN A	3,777.57	0.00	2,689.82	Cleared
06/29/2023	FOA	DD8589	ECKMAN, MATTHEW A	142.50	0.00	125.54	Cleared
06/29/2023	FOA	DD8590	FOUNTAIN, WILLIAM J	2,856.09	0.00	2,399.55	Cleared
06/29/2023	FOA	DD8591	FOX, LAWRENCE E	360.00	0.00	317.16	Cleared
06/29/2023	FOA	DD8592	GERMANE, MATTHEW J	546.00	0.00	479.22	Cleared
06/29/2023	FOA	DD8593	GRISSIM, SUSAN L	142.50	0.00	131.60	Cleared
06/29/2023	FOA	DD8594	HAASETH, GWYN M	590.00	0.00	529.36	Cleared
06/29/2023	FOA	DD8595	HORNING, KATHLEEN A	3,106.09	0.00	2,160.00	Cleared
06/29/2023	FOA	DD8596	HUBBARD, TONYA S	1,811.66	0.00	1,313.75	Cleared
06/29/2023	FOA	DD8597	JOHNSON, LISA	2,703.90	0.00	1,771.46	Cleared
06/29/2023	FOA	DD8598	KENDALL, ANTHONY S	50.07	0.00	46.23	Cleared
06/29/2023	FOA	DD8599	LANGER, TROY D	4,017.92	0.00	2,841.24	Cleared
06/29/2023	FOA	DD8600	LOFTUS, DANIEL M	804.41	0.00	685.95	Cleared
06/29/2023	FOA	DD8601	LOUIS, CASEY	997.63	0.00	772.63	Cleared
06/29/2023	FOA	DD8602	LUCE, MICHAEL T	3,656.46	0.00	2,688.68	Cleared
06/29/2023	FOA	DD8603	MAYER, JAMES L	142.50	0.00	125.54	Cleared
06/29/2023	FOA	DD8604	MCMULLEN, SUMMER L	636.00	0.00	536.37	Cleared
06/29/2023	FOA	DD8605	MITCHELL, MICHAEL E	90.00	0.00	83.12	Cleared
06/29/2023	FOA	DD8606	MORGANROTH, CAROL L	2,410.54	0.00	1,860.75	Cleared
06/29/2023	FOA	DD8607	MURPHY, THOMAS A	163.00	0.00	143.60	Cleared
06/29/2023	FOA	DD8608	NALEPKA, EVAN C	1,170.00	0.00	968.78	Cleared
06/29/2023	FOA	DD8609	NIXON, MITCHELL A	2,604.25	0.00	1,990.51	Cleared
06/29/2023	FOA	DD8610	O'CONNELL, DENISE	546.00	0.00	384.14	Cleared

Check Register Report For Hartland Township
For Check Dates 06/16/2023 to 06/30/2023

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
06/29/2023	FOA	DD8611	PETRUCCI, JOSEPH M	546.00	0.00	457.08	Cleared
06/29/2023	FOA	DD8612	RADLEY, JAMES W	1,215.00	0.00	1,003.03	Cleared
06/29/2023	FOA	DD8613	SHOLLACK, DONNA M	2,476.11	0.00	1,878.60	Cleared
06/29/2023	FOA	DD8614	SOSNOWSKI, SHERI R	2,340.36	0.00	1,784.63	Cleared
06/29/2023	FOA	DD8615	WEST, ROBERT M	4,466.67	0.00	2,723.75	Cleared
06/29/2023	FOA	DD8616	WYATT, MARTHA K	3,479.34	0.00	2,306.30	Cleared
06/29/2023	FOA	EFT685	FEDERAL TAX DEPOSIT	14,808.90	14,808.90	0.00	Cleared
06/29/2023	FOA	EFT686	MI DEPT OF TREASURY	4,766.32	4,766.32	0.00	Cleared
06/28/2023	FOA	17425	AMERICAN FAMILY LIFE ASSURANCE CO	32.30	32.30	0.00	Open
Totals:				Number of Checks: 043	93,292.37	28,091.58	48,168.27
Total Physical Checks:				5			
Total Check Stubs:				38			

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
07/13/2023	FOA	17426	MISSION SQUARE	1,889.51	1,889.51	0.00	Open
07/13/2023	FOA	17427	MISSION SQUARE	3,257.88	3,257.88	0.00	Open
07/13/2023	FOA	17428	MISSION SQUARE	2,541.24	2,541.24	0.00	Open
07/13/2023	FOA	DD8617	BEDUHN, TIMOTHY L.A.	1,824.50	0.00	1,394.95	Cleared
07/13/2023	FOA	DD8618	BERNARDI, MELYNDA A	1,678.25	0.00	1,309.12	Cleared
07/13/2023	FOA	DD8619	BROOKS, TYLER J	2,626.00	0.00	1,861.59	Cleared
07/13/2023	FOA	DD8620	CARRIGAN, AMANDA K	3,125.00	0.00	2,483.88	Cleared
07/13/2023	FOA	DD8621	CASE, SUSAN E	1,855.17	0.00	1,144.20	Cleared
07/13/2023	FOA	DD8622	CIOFU, LARRY N	2,856.09	0.00	2,072.06	Cleared
07/13/2023	FOA	DD8623	COSGROVE, HEATHER H	1,516.63	0.00	1,262.88	Cleared
07/13/2023	FOA	DD8624	DRYDEN-HOGAN, SUSAN A	3,777.57	0.00	2,689.81	Cleared
07/13/2023	FOA	DD8625	HAASETH, GWYN M	460.00	0.00	414.82	Cleared
07/13/2023	FOA	DD8626	HORNING, KATHLEEN A	2,856.09	0.00	1,994.73	Cleared
07/13/2023	FOA	DD8627	HUBBARD, TONYA S	1,674.50	0.00	1,209.57	Cleared
07/13/2023	FOA	DD8628	JOHNSON, LISA	2,076.70	0.00	1,301.01	Cleared
07/13/2023	FOA	DD8629	KENDALL, ANTHONY S	100.14	0.00	92.48	Cleared
07/13/2023	FOA	DD8630	LANGER, TROY D	3,767.92	0.00	2,650.99	Cleared
07/13/2023	FOA	DD8631	LOFTUS, DANIEL M	376.53	0.00	331.72	Cleared
07/13/2023	FOA	DD8632	LOUIS, CASEY	485.80	0.00	363.76	Cleared
07/13/2023	FOA	DD8633	LUCE, MICHAEL T	3,656.46	0.00	2,688.68	Cleared
07/13/2023	FOA	DD8634	MORGANROTH, CAROL L	1,810.78	0.00	1,410.62	Cleared
07/13/2023	FOA	DD8635	NALEPKA, EVAN C	1,040.00	0.00	869.86	Cleared
07/13/2023	FOA	DD8636	NIXON, MITCHELL A	1,978.00	0.00	1,532.27	Cleared
07/13/2023	FOA	DD8637	RADLEY, JAMES W	1,080.00	0.00	900.30	Cleared
07/13/2023	FOA	DD8638	SHOLLACK, DONNA M	2,102.16	0.00	1,599.21	Cleared
07/13/2023	FOA	DD8639	SOSNOWSKI, SHERI R	1,852.11	0.00	1,391.83	Cleared
07/13/2023	FOA	DD8640	WEST, ROBERT M	4,266.67	0.00	2,571.54	Cleared
07/13/2023	FOA	DD8641	WYATT, MARTHA K	2,870.52	0.00	1,850.46	Cleared
07/13/2023	FOA	EFT687	HSA EMPLOYER CONTRIBUTIONS	24,000.00	24,000.00	0.00	Cleared
07/13/2023	FOA	EFT688	FEDERAL TAX DEPOSIT	11,800.78	11,800.78	0.00	Cleared

Totals:	Number of Checks: 030	95,203.00	43,489.41	37,392.34
---------	-----------------------	-----------	-----------	-----------

Total Physical Checks:	3
Total Check Stubs:	27

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Susan Case, Finance Clerk

Subject: Approve Payment of Bills

Date: June 27, 2023

Recommended Action

Move to approve the bills as presented for payment.

Discussion

Bills presented total \$625,673.52. The bills are available in the Finance office for review.

Notable invoices include:

\$40,197.00 – ETNA Supply Company – (Sensus hosting fees, maintenance fees, training & battery)

\$346,558.50 – Hartland Deerfield Fire Authority – (2nd quarterly payment)

\$22,000.00 – Hartland Enrichment Recreation Organization – (July 2023 payment per agreement)

\$81,041.10 – Hartland Township General Fund – (July – September 2023 cable studio rent & 2nd FQ24 salary allocations)

\$60,860.00 – Livingston County Sheriff – (July – September 2023 services)

\$46,409.50 – Spalding Dedecker – (Various engineering invoices)

Financial Impact

Is a Budget Amendment Required? Yes No

All expenses are covered under the amended FY24 budget.

Attachments

Bills for 07.05.2023

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
APPLIED 49332 06/19/2023	APPLIED INNOVATION 7718 SOLUTION CENTER CHICAGO IL, 60677-7007	06/19/2023 07/05/2023 / / 07/05/2023	2239414 0.0000	FOA N N N	5/23/23 - 6/22/23 - RICOH MP6055SP	33.32 0.00 33.32

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-172-930.000		33.32

VENDOR TOTAL: 33.32

CHLORIDESO 49349 06/17/2023	CHLORIDE SOLUTIONS, LLC 672 NORTH M-52 WEBBERVILLE MI, 48892	06/17/2023 07/05/2023 / / 07/05/2023	100356 0.0000	FOA N N Y	JUNE 2023 DUST CONTROL	4,589.85 0.00 4,589.85
-----------------------------------	--	---	------------------	--------------------	------------------------	------------------------------

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-463-969.002	ROAD CHLORIDE	3,442.39
204-000-969.002	ROAD CHLORIDE	1,147.46
		4,589.85

VENDOR TOTAL: 4,589.85

CINTAS 49345 06/26/2023	CINTAS CORPORATION P.O. BOX 630910 CINCINNATI OH, 45263	06/26/2023 07/05/2023 / / 07/05/2023	4159628298 0.0000	FOA N N N	MATS	49.90 0.00 49.90
-------------------------------	---	---	----------------------	--------------------	------	------------------------

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-801.000	CONTRACTED SERVICES	49.90

CINTAS 49337 06/20/2023	CINTAS CORPORATION P.O. BOX 630910 CINCINNATI OH, 45263	06/20/2023 07/05/2023 / / 07/05/2023	5163447142 0.0000	FOA N N N	DISINFECTANT	7.15 0.00 7.15
-------------------------------	---	---	----------------------	--------------------	--------------	----------------------

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	7.15

VENDOR TOTAL: 57.05

1115 49327 06/19/2023	ECONO PRINT 10312 DEXTER PINCKNEY RD PINCKNEY MI, 48169	06/19/2023 07/05/2023 / / 07/05/2023	69980-B 0.0000	FOA N N N	2023 SUMMER TAX BILLS	2,140.42 0.00 2,140.42
-----------------------------	---	---	-------------------	--------------------	-----------------------	------------------------------

Open

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

GL NUMBER	DESCRIPTION	AMOUNT
101-253-811.000	TAX PREPARATION	2,140.42
1115	ECONO PRINT	06/19/2023 69981
49328	10312 DEXTER PINCKNEY RD	07/05/2023
06/19/2023	PINCKNEY MI, 48169	/ / 0.0000
		07/05/2023

		FOA	2023 SUMMER NEWSLETTER		119.46
		N			0.00
		N			119.46

GL NUMBER	DESCRIPTION	AMOUNT
101-577-900.000	PRINTING & PUBLICATIONS	119.46

VENDOR TOTAL: 2,259.88

ETNA	ETNA SUPPLY COMPANY	06/26/2023	S103808603.005	FOA	SENSUS FLEXNET BASE STATION MAINT.	
49354	P.O. BOX 772107	07/05/2023		N		1,610.00
12/02/2021	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		07/05/2023		N		1,610.00

GL NUMBER	DESCRIPTION	AMOUNT
536-000-930.000	SOFTWARE MAINTENANCE	1,610.00

ETNA	ETNA SUPPLY COMPANY	06/26/2023	S103808603.007	FOA	SENSUS TRAINING	
49351	P.O. BOX 772107	07/05/2023		N		5,400.00
01/24/2022	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		07/05/2023		N		5,400.00

GL NUMBER	DESCRIPTION	AMOUNT
536-000-930.000	SOFTWARE MAINTENANCE	5,400.00

ETNA	ETNA SUPPLY COMPANY	06/26/2023	S103808603.009	FOA	SENSUS ANNUAL HOSTING FEE	
49352	P.O. BOX 772107	07/05/2023		N		15,450.00
06/03/2022	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		07/05/2023		N		15,450.00

GL NUMBER	DESCRIPTION	AMOUNT
536-000-930.000	SOFTWARE MAINTENANCE	15,450.00

ETNA	ETNA SUPPLY COMPANY	06/26/2023	S103808603.011	FOA	SENSUS FLEXNET BASE STATION MAINTENE	
49353	P.O. BOX 772107	07/05/2023		N		1,695.00
11/23/2022	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		07/05/2023		N		1,695.00

GL NUMBER	DESCRIPTION	AMOUNT
536-000-930.000	SOFTWARE MAINTENANCE	1,695.00

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
ETNA	ETNA SUPPLY COMPANY	06/01/2023	S103808603.013	FOA	SENSUS ANNUAL HOSTING FEE	
49350	P.O. BOX 772107	07/05/2023		N		15,915.00
06/01/2023	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		07/05/2023		N		15,915.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-930.000	SOFTWARE MAINTENANCE	15,915.00

ETNA	ETNA SUPPLY COMPANY	06/14/2023	S105124349.001	FOA	BATTERY	
49300	P.O. BOX 772107	07/05/2023		N		127.00
06/14/2023	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		07/05/2023		N		127.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-930.001	REPAIRS & MAINTENANCE SYSTEM	127.00

VENDOR TOTAL: 40,197.00

5888	FOSTER, SWIFT, COLLINS & SMITH	06/16/2023	860481	FOA	MAY 2023	
49336	313 S. WASHINGTON SQUARE	07/05/2023		N		8,990.21
06/16/2023	LANSING MI, 48933-2193	/ /	0.0000	N		0.00
		07/05/2023		Y		8,990.21

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-209-826.000	LEGAL FEES	399.50
536-000-826.000	LEGAL FEES	2,373.50
101-101-826.000	LEGAL FEES	258.50
101-400-826.000	LEGAL FEES	1,551.00
590-000-826.000	LEGAL FEES	4,338.65
536-000-826.000	LEGAL FEES	69.06
		8,990.21

VENDOR TOTAL: 8,990.21

GLOF	GREAT LAKES INTERIORS + DESIGN	06/19/2023	14631	FOA	ROSWELL TASK CHAIR	
49329	2076 TOWNER RD	07/05/2023		N		1,155.00
06/19/2023	HASLETT MI, 48840	/ /	0.0000	N		0.00
		07/05/2023		N		1,155.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-400-970.000	CAPITAL OUTLAY	1,155.00

VENDOR TOTAL: 1,155.00

HAYAA-F	HARTLAND AREA YOUTH ATHLETIC ASSOC	07/01/2023	JULY 2023	FOA	JULY 2023 PAYMENT PER AGREEMENT	
---------	------------------------------------	------------	-----------	-----	---------------------------------	--

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
48797	HAYAA - FOOTBALL	07/05/2023		N		291.49
	P.O. BOX 359					
07/01/2023	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		07/05/2023		N		291.49

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	291.49

VENDOR TOTAL: 291.49

HAYAA-B	HARTLAND AREA YOUTH ATHLETIC ASSOC.	07/01/2023	JULY 2023	FOA	JULY 2023 PAYMENT PER AGREEMENT	
48780	HAYAA - BASEBALL	07/05/2023		N		1,285.72
07/01/2023	HARTLAND MI, 48353	/ /	0.0000	N		0.00
	P.O. BOX 110			N		1,285.72
		07/05/2023				

Open

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

VENDOR TOTAL: 1,285.72

HCSA	HARTLAND COMMUNITY SOCCER ASSN	07/01/2023	JULY 2023	FOA	JULY 2023 PAYMENT PER AGREEMENT	
48789	HARTLAND COMMUNITY EDUCATION	07/05/2023		N		676.99
07/01/2023	9525 HIGHLAND RD	/ /	0.0000	N		0.00
	HOWELL MI, 48843			N		676.99
		07/05/2023				

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	676.99

VENDOR TOTAL: 676.99

HDFA	HARTLAND DEERFIELD FIRE	07/01/2023	23-24 2ND Q	FOA	2ND QTRLY PMT	
49341	3205 HARTLAND RD	07/05/2023		N		346,558.50
06/22/2023	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		07/05/2023		N		346,558.50

Open

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

VENDOR TOTAL: 346,558.50

HERO	HARTLAND ENRICHMENT/RECREATION ORG	07/01/2023	JULY 2023	FOA	JULY 2023 PAYMENT PER AGREEMENT	
48783	12354 GOLDEN OAKS DR.	07/05/2023		N		22,000.00
07/01/2023	MILFORD MI, 48380	/ /	0.0000	N		0.00
		07/05/2023		N		22,000.00

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

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-901-999.002	APPROPRIATIONS COMMUNITY CENTER	22,000.00
VENDOR TOTAL:		22,000.00

HARTLANDSE	HARTLAND SENIOR ACTIVITY CENTER	06/27/2023	062723	FOA	FARMERS MKT ADVERTISING	
49355	9525 E HIGHLAND RD	07/05/2023		N		400.00
06/27/2023	HOWELL MI, 48843	/ /	0.0000	N		0.00
		07/05/2023		N		400.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-956.000	FARMERS MARKET	400.00
VENDOR TOTAL:		400.00

0001	HARTLAND TOWNSHIP GENERAL FUND	07/05/2023	070523	FOA	JULY 1 - SEPT 30, 2023 CABLE STUDIO	
48482		07/05/2023		N		3,246.00
07/05/2023	,	/ /	0.0000	N		0.00
		07/05/2023		N		3,246.00

Open

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

0001	HARTLAND TOWNSHIP GENERAL FUND	07/01/2023	70523	FOA	2ND FQ 2024 SALARY ALLOCATIONS	
48552		07/05/2023		N		77,795.10
07/01/2023	,	/ /	0.0000	N		0.00
		07/05/2023		N		77,795.10

Open

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

VENDOR TOTAL: 81,041.10

HYL	HARTLAND YOUTH LACROSSE	07/01/2023	JULY 2023	FOA	JULY 2023 PAYMENT PER AGREEMENT	
48805	P.O. BOX 56	07/05/2023		N		291.49
07/01/2023	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		07/05/2023		N		291.49

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	291.49

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

VENDOR TOTAL: 291.49

1548	HORIZON LANDSCAPE INC.	05/31/2023	16618	FOA	MONTHLY MOWING - MEDIANS	
49311	11765 HIBNER RD	07/05/2023		N		3,986.17
05/31/2023	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		07/05/2023		N		3,986.17

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-463-802.000	LAWN/SNOW MAINTENANCE	3,986.17

1548	HORIZON LANDSCAPE INC.	05/31/2023	16619	FOA	MONTHLY MOWING - FIRE STATION #61	
49312	11765 HIBNER RD	07/05/2023		N		1,396.83
05/31/2023	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		07/05/2023		N		1,396.83

Open

GL NUMBER	DESCRIPTION	AMOUNT
206-000-802.000	LAWN/SNOW MAINTENANCE	1,396.83

1548	HORIZON LANDSCAPE INC.	05/31/2023	16628	FOA	LARGE ITEM CLEANUP EVENT	
49313	11765 HIBNER RD	07/05/2023		N		1,500.00
05/31/2023	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		07/05/2023		N		1,500.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-801.000	CONTRACTED SERVICES	1,500.00

VENDOR TOTAL: 6,883.00

0015	LIVINGSTON COUNTY SHERIFF	07/01/2023	3RD QTR 2023	FOA	LAW ENFORCEMENT SERVICES 7/1/23 - 9/	
48393	150 S HIGHLANDER WAY	07/05/2023		N		60,860.00
07/01/2023	HOWELL MI, 48843	/ /	0.0000	N		0.00
		07/05/2023		N		60,860.00

Open

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

VENDOR TOTAL: 60,860.00

SANMARINO	SAN MARINO EXCAVATING, INC.	06/14/2023	150622	FOA	DUMPSTER RENTAL AT WTP	
49330	5550 MITCHEL WAY	07/05/2023		N		530.00
06/14/2023	HOWELL MI, 48843	/ /	0.0000	N		0.00
		07/05/2023		N		530.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-801.000	CONTRACTED SERVICES	530.00

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

VENDOR TOTAL: 530.00

SPALDING	SPALDING DEDECKER	04/30/2023	94457	FOA	REDWOOD LIVING THRU 4/30/23	
49176	905 SOUTH BLVD EAST	07/05/2023		N		24,405.00
05/17/2023	ROCHESTER HILLS MI, 48307	/ /	0.0000	N		0.00
		07/05/2023		N		24,405.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-400-801.100-0026	REDWOOD USA LLC	24,405.00

SPALDING	SPALDING DEDECKER	04/30/2023	94458	FOA	YATOOMA OIL THRU 4/30/23	
49177	905 SOUTH BLVD EAST	07/05/2023		N		2,584.50
05/17/2023	ROCHESTER HILLS MI, 48307	/ /	0.0000	N		0.00
		07/05/2023		N		2,584.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-400-801.100-0033	YATOOMA OIL	2,584.50

SPALDING	SPALDING DEDECKER	04/30/2023	94459	FOA	SENIOR LIVING FACILITY THRU 4/30/23	
49178	905 SOUTH BLVD EAST	07/05/2023		N		2,486.00
05/17/2023	ROCHESTER HILLS MI, 48307	/ /	0.0000	N		0.00
		07/05/2023		N		2,486.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-400-801.100-0027	PIRHL	2,486.00

SPALDING	SPALDING DEDECKER	05/25/2023	94575	FOA	GIS UPDATE	
49217	905 SOUTH BLVD EAST	07/05/2023		N		9,743.00
05/25/2023	ROCHESTER HILLS MI, 48307	/ /	0.0000	N		0.00
		07/05/2023		N		9,743.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
577-000-801.000	CONTRACTED SERVICES & RENTALS	9,743.00

SPALDING	SPALDING DEDECKER	06/15/2023	94787	FOA	SPRANGER PARK PAVILION THRU 5/28/23	
49306	905 SOUTH BLVD EAST	07/05/2023		N		2,115.00
06/15/2023	ROCHESTER HILLS MI, 48307	/ /	0.0000	N		0.00
		07/05/2023		N		2,115.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
401-751-970.006	SPRANGER FIELD	2,115.00

SPALDING	SPALDING DEDECKER	06/22/2023	94892	FOA	GIS UPDATE	
49339	905 SOUTH BLVD EAST	07/05/2023		N		1,188.00
06/22/2023	ROCHESTER HILLS MI, 48307	/ /	0.0000	N		0.00

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

		07/05/2023		N		1,188.00
--	--	------------	--	---	--	----------

Open

GL NUMBER	DESCRIPTION	AMOUNT
577-000-801.000	CONTRACTED SERVICES & RENTALS	1,188.00

SPALDING	SPALDING DEDECKER	06/22/2023	94893	FOA	SEWER CAPACITY ANALYSIS	
49340	905 SOUTH BLVD EAST	07/05/2023		N		3,888.00
06/22/2023	ROCHESTER HILLS MI, 48307	/ /	0.0000	N		0.00
		07/05/2023		N		3,888.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-000-816.000	ENGINEERING FEES	3,888.00

VENDOR TOTAL: 46,409.50

STAPLES	STAPLES	06/17/2023	8070648442	FOA	MISC SUPPLIES	
49331	PO BOX 660409	07/05/2023		N		359.03
06/17/2023	DALLAS TX, 75266-0409	/ /	0.0000	N		0.00
		07/05/2023		N		359.03

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-215-727.000	SUPPLIES & POSTAGE	32.79
101-215-727.000	SUPPLIES & POSTAGE	25.04
101-192-727.000	SUPPLIES & POSTAGE	15.75
101-265-740.000	OPERATING SUPPLIES	29.28
101-265-740.000	OPERATING SUPPLIES	256.17

359.03

STAPLES	STAPLES	06/24/2023	8070715047	FOA	COPY PAPER	
49342	PO BOX 660409	07/05/2023		N		133.47
06/24/2023	DALLAS TX, 75266-0409	/ /	0.0000	N		0.00
		07/05/2023		N		133.47

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-172-727.000	SUPPLIES & POSTAGE	133.47

VENDOR TOTAL: 492.50

SPIRITOFLI	THE SPIRIT OF LIVINGSTON	06/16/2023	54600	FOA	LOGO'S ON CLOTHING	
49325	3280 W GRAND RIVER	07/05/2023		N		80.00
06/16/2023	HOWELL MI, 48855	/ /	0.0000	N		0.00
		07/05/2023		N		80.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-719.100	UNIFORMS/CLOTHING ALLOWANCE	80.00

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

VENDOR TOTAL: 80.00

TOSHIBA	TOSHIBA AMERICA BUSINESS SOLUTIONS	06/21/2023	6053918	FOA	5/25/23 - 6/24/23 - ESTUDIO2830C - B	
49346	PO BOX 927	07/05/2023		N		1.38
06/21/2023	BUFFALO NY, 14240-0927	/ /	0.0000	N		0.00
		07/05/2023		N		1.38

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-172-930.000		1.38

TOSHIBA	TOSHIBA AMERICA BUSINESS SOLUTIONS	06/21/2023	6053965	FOA	5/25/23 - 6/24/23 - ESTUDIO2830C - C	
49347	PO BOX 927	07/05/2023		N		4.92
06/21/2023	BUFFALO NY, 14240-0927	/ /	0.0000	N		0.00
		07/05/2023		N		4.92

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-172-930.000		4.92

VENDOR TOTAL: 6.30

USA	USA BLUE BOOK	06/23/2023	53583	FOA	SAFETY RED SPRAY PAINT	
49348	P.O. BOX 9004	07/05/2023		N		474.62
06/23/2023	GURNEE IL, 60031-9004	/ /	0.0000	N		0.00
		07/05/2023		N		474.62

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	474.62

VENDOR TOTAL: 474.62

WATERTECH	WATER TECH	05/31/2023	57315	FOA	MAY 2023	
49343	718 S MICHIGAN	07/05/2023		N		110.00
05/31/2023	HOWELL MI, 48843	/ /	0.0000	N		0.00
		07/05/2023		N		110.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	110.00

VENDOR TOTAL: 110.00

TOTAL - ALL VENDORS: 625,673.52

FUND TOTALS:

Fund 101 - GENERAL FUND	130,415.65
Fund 204 - MUNICIPAL STREET FUND	1,147.46

06/27/2023 10:51 AM
User: SUSANC
DB: Hartland

INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP
EXP CHECK RUN DATES 07/05/2023 - 07/05/2023
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN - CHECK TYPE: PAPER CHECK

Page: 10/10

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 206	- FIRE OPERATING					347,955.33
Fund 401	- CAPITAL PROJECTS FUND					2,115.00
Fund 536	- WATER SYSTEM FUND					85,503.55
Fund 577	- CABLE TV FUND					14,177.00
Fund 590	- SEWER OPERATIONS & MAINTENANCE FUND					44,359.53

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 27, 2023

Recommended Action

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

Discussion

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

Accounts Payable – \$29,640.69

June 29, 2023 Payroll - \$93,260.07

Financial Impact

Is a Budget Amendment Required? Yes No

All expenses are covered under the amended FY24 budget.

Attachments

Post Audit Bills List 06.15.2023

Post Audit Bills List 06.22.2023

Payroll for 06.29.2023

06/26/2023 09:50 AM
User: SUSANC
DB: Hartland

CHECK DISBURSEMENT REPORT FOR HARTLAND TOWNSHIP
CHECK DATE FROM 06/15/2023 - 06/15/2023

Check Date	Bank	Check #	Payee	Description	GL #	Amount
06/15/2023	FOA	43775	HARTLAND AREA HISTORICAL SOCIETY	DEARING MUSEUM	101-703-885.000	5,000.00
			TOTAL - ALL FUNDS	TOTAL OF 1 CHECKS		5,000.00
--- GL TOTALS ---						
101-703-885.000			DEARING MUSEUM			5,000.00
			TOTAL			5,000.00

Check Date	Bank	Check #	Payee	Description	GL #	Amount
06/22/2023	FOA	43840	CONSUMERS ENERGY	UTILITIES - GAS	101-265-920.001	91.62
		43840		UTILITIES - GAS	536-000-920.001	97.50
						189.12
06/22/2023	FOA	43841	DELTA DENTAL	ACCRUED DENTAL BENEFITS	001-000-257.101	223.16
		43841		EMPLOYMENT EXPENSE	101-192-716.000	70.64
		43841		EMPLOYMENT EXPENSE	101-215-716.000	66.64
		43841		EMPLOYMENT EXPENSE	101-253-716.000	133.28
		43841		EMPLOYMENT EXPENSE	101-400-716.000	187.83
		43841		EMPLOYMENT EXPENSE	101-441-716.000	242.38
		43841		EMPLOYMENT EXPENSE	536-000-716.000	191.83
						1,115.76
06/22/2023	FOA	43842	DTE ENERGY	UTILITIES - ELECTRIC	101-265-920.002	1,179.27
		43842		STREET LIGHTS	101-448-921.000	39.10
		43842		UTILITIES	101-567-920.000	15.73
		43842		UTILITIES - ELECTRIC	101-751-920.002	745.03
		43842		UTILITIES - ELECTRIC	206-000-920.002	22.80
		43842		UTILITIES - ELECTRIC	536-000-920.002	5,728.44
						7,730.37
06/22/2023	FOA	43843	ECONO PRINT	TAX PREPARATION	101-253-811.000	3,052.20
06/22/2023	FOA	43844	MUTUAL OF OMAHA	ACCRUED STD/LTD BENEFITS	001-000-257.103	182.35
		43844		EMPLOYMENT EXPENSE	101-192-716.000	99.00
		43844		EMPLOYMENT EXPENSE	101-209-716.000	140.82
		43844		EMPLOYMENT EXPENSE	101-215-716.000	96.54
		43844		EMPLOYMENT EXPENSE	101-253-716.000	71.31
		43844		EMPLOYMENT EXPENSE	101-400-716.000	112.79
		43844		EMPLOYMENT EXPENSE	101-441-716.000	84.33
		43844		EMPLOYMENT EXPENSE	536-000-716.000	124.62
						911.76
06/22/2023	FOA	43845	PRIORITY HEALTH	ACCRUED MEDICAL BENEFITS	001-000-257.100	2,289.60
		43845		EMPLOYMENT EXPENSE	101-192-716.000	1,267.56
		43845		EMPLOYMENT EXPENSE	101-215-716.000	1,394.34
		43845		EMPLOYMENT EXPENSE	101-253-716.000	633.78
		43845		EMPLOYMENT EXPENSE	101-441-716.000	3,485.88
		43845		EMPLOYMENT EXPENSE	536-000-716.000	2,376.72
						11,447.88
06/22/2023	FOA	43846	VSP INSURANCE CO. (CT)	DECEMBER 2022 PREMIUMS	001-000-257.102	38.72
		43846		DECEMBER 2022 PREMIUMS	101-192-716.000	14.20
		43846		DECEMBER 2022 PREMIUMS	101-215-716.000	11.95
		43846		DECEMBER 2022 PREMIUMS	101-253-716.000	23.90
		43846		DECEMBER 2022 PREMIUMS	101-400-716.000	31.62
		43846		DECEMBER 2022 PREMIUMS	101-441-716.000	39.34
		43846		DECEMBER 2022 PREMIUMS	536-000-716.000	33.87
						193.60

Check Date	Bank	Check #	Payee	Description	GL #	Amount
			TOTAL - ALL FUNDS	TOTAL OF 7 CHECKS		24,640.69
--- GL TOTALS ---						
001-000-257.100				ACCRUED MEDICAL BENEFITS		2,289.60
001-000-257.101				ACCRUED DENTAL BENEFITS		223.16
001-000-257.102				ACCRUED VISION BENEFITS		38.72
001-000-257.103				ACCRUED STD/LTD BENEFITS		182.35
101-192-716.000				EMPLOYMENT EXPENSE		1,451.40
101-209-716.000				EMPLOYMENT EXPENSE		140.82
101-215-716.000				EMPLOYMENT EXPENSE		1,569.47
101-253-716.000				EMPLOYMENT EXPENSE		862.27
101-253-811.000				TAX PREPARATION		3,052.20
101-265-920.001				UTILITIES - GAS		91.62
101-265-920.002				UTILITIES - ELECTRIC		1,179.27
101-400-716.000				EMPLOYMENT EXPENSE		332.24
101-441-716.000				EMPLOYMENT EXPENSE		3,851.93
101-448-921.000				STREET LIGHTS		39.10
101-567-920.000				UTILITIES		15.73
101-751-920.002				UTILITIES - ELECTRIC		745.03
206-000-920.002				UTILITIES - ELECTRIC		22.80
536-000-716.000				EMPLOYMENT EXPENSE		2,727.04
536-000-920.001				UTILITIES - GAS		97.50
536-000-920.002				UTILITIES - ELECTRIC		5,728.44
				TOTAL		24,640.69

Check Register Report For Hartland Township
For Check Dates 06/16/2023 to 06/30/2023

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
06/29/2023	FOA	17421	MISSION SQUARE	1,939.51	1,939.51	0.00	Open
06/29/2023	FOA	17422	MISSION SQUARE	3,700.30	3,700.30	0.00	Open
06/29/2023	FOA	17423	MISSION SQUARE	2,644.25	2,644.25	0.00	Open
06/29/2023	FOA	17424	MISSION SQUARE	200.00	200.00	0.00	Open
06/29/2023	FOA	DD8581	BEDUHN, TIMOTHY L.A.	2,152.50	0.00	1,676.10	Cleared
06/29/2023	FOA	DD8582	BERNARDI, MELYNDA A	1,929.59	0.00	1,505.43	Cleared
06/29/2023	FOA	DD8583	BROOKS, TYLER J	2,626.00	0.00	1,861.61	Cleared
06/29/2023	FOA	DD8584	CARRIGAN, AMANDA K	3,425.00	0.00	2,712.18	Cleared
06/29/2023	FOA	DD8585	CASE, SUSAN E	2,087.06	0.00	1,293.22	Cleared
06/29/2023	FOA	DD8586	CIOFU, LARRY N	2,856.09	0.00	2,072.08	Cleared
06/29/2023	FOA	DD8587	COSGROVE, HEATHER H	2,275.98	0.00	1,849.26	Cleared
06/29/2023	FOA	DD8588	DRYDEN-HOGAN, SUSAN A	3,777.57	0.00	2,689.82	Cleared
06/29/2023	FOA	DD8589	ECKMAN, MATTHEW A	142.50	0.00	125.54	Cleared
06/29/2023	FOA	DD8590	FOUNTAIN, WILLIAM J	2,856.09	0.00	2,399.55	Cleared
06/29/2023	FOA	DD8591	FOX, LAWRENCE E	360.00	0.00	317.16	Cleared
06/29/2023	FOA	DD8592	GERMANE, MATTHEW J	546.00	0.00	479.22	Cleared
06/29/2023	FOA	DD8593	GRISSIM, SUSAN L	142.50	0.00	131.60	Cleared
06/29/2023	FOA	DD8594	HAASETH, GWYN M	590.00	0.00	529.36	Cleared
06/29/2023	FOA	DD8595	HORNING, KATHLEEN A	3,106.09	0.00	2,160.00	Cleared
06/29/2023	FOA	DD8596	HUBBARD, TONYA S	1,811.66	0.00	1,313.75	Cleared
06/29/2023	FOA	DD8597	JOHNSON, LISA	2,703.90	0.00	1,771.46	Cleared
06/29/2023	FOA	DD8598	KENDALL, ANTHONY S	50.07	0.00	46.23	Cleared
06/29/2023	FOA	DD8599	LANGER, TROY D	4,017.92	0.00	2,841.24	Cleared
06/29/2023	FOA	DD8600	LOFTUS, DANIEL M	804.41	0.00	685.95	Cleared
06/29/2023	FOA	DD8601	LOUIS, CASEY	997.63	0.00	772.63	Cleared
06/29/2023	FOA	DD8602	LUCE, MICHAEL T	3,656.46	0.00	2,688.68	Cleared
06/29/2023	FOA	DD8603	MAYER, JAMES L	142.50	0.00	125.54	Cleared
06/29/2023	FOA	DD8604	MCMULLEN, SUMMER L	636.00	0.00	536.37	Cleared
06/29/2023	FOA	DD8605	MITCHELL, MICHAEL E	90.00	0.00	83.12	Cleared
06/29/2023	FOA	DD8606	MORGANROTH, CAROL L	2,410.54	0.00	1,860.75	Cleared
06/29/2023	FOA	DD8607	MURPHY, THOMAS A	163.00	0.00	143.60	Cleared
06/29/2023	FOA	DD8608	NALEPKA, EVAN C	1,170.00	0.00	968.78	Cleared
06/29/2023	FOA	DD8609	NIXON, MITCHELL A	2,604.25	0.00	1,990.51	Cleared
06/29/2023	FOA	DD8610	O'CONNELL, DENISE	546.00	0.00	384.14	Cleared

Check Register Report For Hartland Township
For Check Dates 06/16/2023 to 06/30/2023

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
06/29/2023	FOA	DD8611	PETRUCCI, JOSEPH M	546.00	0.00	457.08	Cleared
06/29/2023	FOA	DD8612	RADLEY, JAMES W	1,215.00	0.00	1,003.03	Cleared
06/29/2023	FOA	DD8613	SHOLLACK, DONNA M	2,476.11	0.00	1,878.60	Cleared
06/29/2023	FOA	DD8614	SOSNOWSKI, SHERI R	2,340.36	0.00	1,784.63	Cleared
06/29/2023	FOA	DD8615	WEST, ROBERT M	4,466.67	0.00	2,723.75	Cleared
06/29/2023	FOA	DD8616	WYATT, MARTHA K	3,479.34	0.00	2,306.30	Cleared
06/29/2023	FOA	EFT685	FEDERAL TAX DEPOSIT	14,808.90	14,808.90	0.00	Cleared
06/29/2023	FOA	EFT686	MI DEPT OF TREASURY	4,766.32	4,766.32	0.00	Cleared
06/28/2023	FOA	17425	AMERICAN FAMILY LIFE ASSURANCE CO	32.30	32.30	0.00	Open
Totals:				Number of Checks: 043	93,292.37	28,091.58	48,168.27
Total Physical Checks:				5			
Total Check Stubs:				38			

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Larry Ciofu, Clerk

Subject: 06-20-23 Hartland Township Board Meeting Minutes

Date: July 6, 2023

Recommended Action

Move to approve the Hartland Township Board Regular Meeting Minutes for June 20, 2023.

Discussion

Draft minutes are attached for review.

Financial Impact

None

Attachments

6-20-23 HTB Minutes - DRAFT

DRAFT

1. Call to Order

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

2. Pledge of Allegiance

3. Roll Call

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

ABSENT: None

Also present were Township Manager Bob West and Public Works Director Mike Luce

4. Approval of the Agenda

Move to approve the agenda for the June 20, 2023 Hartland Township Board Meeting as presented.

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

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

Voting Nay: None

Absent: None

5. Call to the Public

Larry Shaheen came forward and inquired as to where he can find the Accounts Payable information. Supervisor Fountain explained it was part of the Agenda Packet posted on the website and he displayed the payables listed in tonight's agenda for approval on the Consent Agenda.

6. Approval of the Consent Agenda

Move to approve the consent agenda for the June 20, 2023 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

Absent: None

- a. Approve Payment of Bills
- b. Approve Post Audit of Disbursements Between Board Meetings
- c. Confirm Supervisor's Appointment – Mike Luce as the authorized representative to the Lake Tyrone Improvement Board (June 20, 2023 – December 31, 2025)
- d. Ratify the conversion from part time to full time of the Hartland Township Appraiser retroactively from June 6, 2023
- e. 06-06-23 Hartland Township Board Regular Meeting Minutes
- f. Long Lake Fireworks Display Permit – 7-8-23
- g. Waldenwoods Fireworks Display Permit – 7-1-23

7. Pending & New Business

a. Hartland Township GIS Upgrades Proposal

Manager West gave a brief overview of the proposed GIS upgrade stating it was more of a total rehabilitation of the system. He stated that this was originally budgeted in the Water Capital Improvement Plan (CIP), but the scope of the system has been expanded to where it actually offers a public benefit, as it will tie into all of our BS&A systems. He stated it will have aerial images of utilities, assessing information available to the public, and it will highlight all of our current projects. He stated that you will be able to click on an actual parcel and it will show the site plan. This is a much larger scope than what we had planned for two years ago for the Water CIP. Manager West stated that since this will benefit every department in the Township, as well as the public, he is recommending shifting the funding from the Water Fund to the PEG Fund which has a surplus of \$179,000. He stated the contract is all inclusive at \$53,000 and we had budgeted \$50,000 for this in the Water CIP. Supervisor Fountain inquired as to whether new developments that come in will be automatically uploaded to this system. Manager West responded that by clicking on a parcel you will be able to see what is in queue for that parcel and when the development is complete the actual plans will be incorporated into the software. Director Luce stated that once we do a close out on a project with the final walk through, we will not sign off on the project until the imagery of all of the documentation is submitted to our engineering firm formatted correctly to be uploaded to the GIS system. Trustee McMullen inquired as to whether residents could access this system for paying taxes or other bills or whether it is just for reviewing items. Manager West stated access will be read-only and when we incorporate BS&A systems into this system, a resident would be able to see his tax bill in the GIS program. He stated to be clear, some information will not be seen on the system, such as utilities. Trustee McMullen inquired as to whether this is a subscription-based product or is it a one-time user fee. Manager West stated that the \$53,000 is basically the up-front cost to install the system and there is an annual subscription fee of around \$7,000. Trustee McMullen also inquired as to the longevity of the software and Manager West responded that the core code in GIS has not changed and if we were to make a change to another GIS platform our data would simply be part of the transfer. The issue is that a lot of our data is not in the proper code form.

Move to approve the proposal from Spaulding DeDecker for the Hartland Township GIS upgrade in an amount not to exceed \$53,000.

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

Absent: None

8. Board Reports

Trustee Petrucci - Stated that they have started the driveway repair at the Hartland Deerfield Fire Station 61 (HDFA) and they should finish by the end of this week. He stated they found topsoil, debris and plywood under the old cement when it was removed which contributed to the cracking of the drive.

Clerk Ciofu - No report.

Treasurer Horning - Inquired of the Management Committee if they would organize the mid-year review of the Township Manager. Treasurer Horning also wanted the Board to know that Bill Bamber, the Oceola Supervisor retired due to medical reasons and Sean Dunleavy is the new Supervisor.

Trustee Germane - Inquired of Director Luce to provide an update on the HERO Teen Center improvements. Director Luce stated they were to start on the doors this past Monday, but due to an

HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

June 20, 2023 – 7:00 PM

illness they will not start this until tomorrow and then will be back on Friday. They will be installing two new doors. They are also working with a Teen Center Director to schedule time for lighting upgrades as they will be taking down ceiling panels and they need to make sure no students will be in the building for a few days. Director Luce stated they should have most of the improvements completed by the end of the month. The only issue will be delivery of the doors to the contractor. Trustee Germane also inquired of Supervisor Fountain of trying to schedule a meeting of the Livingston Land Conservancy (LLC) regarding the Bullard Lake property. Supervisor Fountain stated that this is a unique piece of property, which he believes is 83% natural. There is concern on the LLC Board regarding what the effect of having a lot of people using the property will have on the natural features. He stated they are exploring options, but it is very time consuming, and it is basically on pause at this time.

Trustee O'Connell - No report. Stated she will be unable to make the July 5th Board meeting.

Trustee McMullen - No report

Supervisor Fountain - Stated there was a Chamber meeting this morning and it was reported that the Polo Event on Saturday, and the Family Polo Event on Sunday, were very well received and successful. It was reported that the fields were fine after the event, and he personally went out to check this out. He stated that everything looked fine except for an area near the beverage counter that was a bit trampled down. Trustee Petrucci stated he felt we were lucky with the weather regarding the Polo Event and if there was any rain around this event, the damage to the fields would have been much more drastic. He stated that we should be looking for a more permanent location for the Polo event. Supervisor Fountain did provide a brief observation of a Hartland resident that he met at the park who was releasing carrier pigeons as a training exercise and found it extremely fascinating and very interesting.

[BRIEF RECESS]

9. Information / Discussion

a. Manager's Report

Manager West gave a brief update on the Septage Receiving Station (SRS) stating he distributed the REU and flow information to the Board and legal counsel. He stated there has been no communication from Livingston County. Manager West stated the applicant that requested the rezoning of the property at Old US-23 and Bergin Rd, that was denied, is now working with the Site Plan Committee on a potential mixed use Planned Development type of project. The applicant has indicated a possible lawsuit against the Township regarding the rezoning denial, but we will continue to work with the applicant but if litigation is started, we will no longer discuss the property. He also gave a brief update of the HDFA driveway stating the removal of the debris found under the old concrete required additional limestone and cracked concrete to be added to firm up the base, which will be a cost overrun. He stated we are looking at options for the San Marino sidewalk retaining wall to get the best product for the best value. There is a possibility of cancelling the July 5th Board meeting for lack of agenda items. Trustee Germane inquired as to whether the SRS flows since January are trending the same as the previous year time frames. Manager West stated that based on the flows from January, which was when the flow restriction started, it would appear that they are on pace for 30 million gallons for the year. Director Luce stated that in general, flows have been consistent over the years, except for the year they installed the new press. Trustee Germane stated that from the Fire Station Study discussions, he was asked to be on the Fire Study Committee and was told Chief Carrol would contact him and this has not happened. Manager West stated that he and Chief Carroll are trying to outline objectives for the Committee, such as locations, size of a parcel of land needed, and size of a new building among other items before convening the Committee. He stated he is hoping to align schedules of

HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

June 20, 2023 – 7:00 PM

the Committee within the next two weeks to schedule a meeting. Trustee Germane also inquired as to whether there has been any response to a resident's comments to the Board regarding a driveway on a parcel of land on Dunham Road near Ore Creek. Manager West stated that the resident obtained an EGLE permit for the installation of a single home driveway. He stated that we visited the applicant who was unaware he needed a Land Use Permit, and he came in and applied. Since the driveway complied with all ordinances for a single home driveway, we issued the Land Use Permit. There would be other requirements regarding a shared driveway should a second home be built on a second parcel. Trustee Germane inquired as to the MTA e-mails encouraging Townships to oppose legislation from the State of Michigan which would remove local oversight for mining operations. Manager West stated he has discussed this with our legal consul and mining operations are protected at the Federal level. We are looking into it, but before we take a position or stance on this, we want to ensure that we are not stating we are generically opposed to mining, but we are looking to put more effort into a letter regarding the parts that would affect our community. This may be something we will need to look at in the future as a mining company has bought property in the Township. Supervisor Fountain inquired as to whether we should wait for an actual mining application or try to get ahead of the narrative. Manager West stated we should wait for an applicant to bring in a plan. We would then evaluate the plan to determine compliance with township zoning ordinances. Manager West also stated MDOT and the LCRC would have a say regarding road improvement issues that may be applicable for a mining operation.

10. Adjournment

Move to adjourn the meeting at 7:40 p.m.

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

Voting Nay: None

Absent: None

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Michael Luce, Director of Public Works

Subject: Public Works Budget Amendment

Date: July 12, 2023

Recommended Action

Move to approve the water system budget amendment as presented in the amount of \$20,000.

Discussion

In 2020, Etna Supply Company provided Hartland Township with a contract that listed the yearly hosting fees for the AMI platform. A recent discrepancy has come to light, as those same hosting fees, previously listed on the 2020 contract, were never billed to the Township. Public Works is now seeking a budget amendment for the unbilled hosting fees for this fiscal year. Subsequently this cost will be budgeted for in the upcoming fiscal years.

Financial Impact

Is a Budget Amendment Required? Yes No

536-000-930.000 \$20,000

Attachments

AMI Yearly Cost.



Board of Trustees

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

Board of Trustees Regular Meeting Agenda Hartland Township Hall Wednesday, November 04, 2020 7:00 PM

1. Call to Order
 2. Pledge of Allegiance
 3. Roll Call
 4. Approval of the Agenda
 5. Call to the Public
 6. Approval of the Consent Agenda
 - [a.](#) Approve Payment of Bills
 - [b.](#) Approve Post Audit of Disbursements Between Board Meetings
 - [c.](#) Hartland Schools Winter Maintenance Agreement
 7. Pending & New Business
 - [a.](#) Meter Reading Software Upgrade
 - [b.](#) Settlers Park - Mountain Bike Kids Loop
 8. Board Reports
- [BRIEF RECESS]
9. Information / Discussion
 - a. Manager's Report
 - [b.](#) Water System Update
 10. Closed Session
 - [a.](#) To consult with the Township Attorney regarding trial or settlement strategy
 11. Adjournment

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Susan Case, Finance Clerk

Subject: Approve Payment of Bills

Date: October 27, 2020

Recommended Action

Move to approve the bills as presented for payment.

Discussion

Bills presented total \$61,572.69. The bills are available in the Finance office for review.

Notable invoices include:

\$20,182.30 – Foster, Swift, Collins & Smith – (September 2020 legal invoices)

\$10,418.75 – The Huntington National Bank – (Millpointe Subdivision Rd Special Assessment Bond, Series 2018)

Financial Impact

Is a Budget Amendment Required? Yes No

All expenses are covered under the amended FY21 budget.

Attachments

Bills for 11.04.2020

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
AIRDESIGN 44240	AIR DESIGN HEATING & COOLING LLC P.O. BOX 1148 HIGHLAND MI, 48357	10/21/2020 11/04/2020 / /	102120 / / 0.0000	FOA N N N	RELEASE OF DEVELOPER PERFORMANCE BON	2,250.00 0.00 2,250.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000-283.000-0010	JOHNSON POLE BARN PERF DEP	2,250.00

VENDOR TOTAL: 2,250.00

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
AMAZON.COM 44265	AMAZON.COM	10/13/2020 11/04/2020 / /	111-2101365-7345 / / 0.0000	FOA N N N	ANTI-FOG SAFETY GLASSES	12.99 0.00 12.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	12.99

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
AMAZON.COM 44262	AMAZON.COM	10/12/2020 11/04/2020 / /	111-3489317-2401 / / 0.0000	FOA N N N	RETRACTABLE BADGE REELS	17.90 0.00 17.90

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-299-727.000	SUPPLIES & POSTAGE	17.90

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
AMAZON.COM 44264	AMAZON.COM	10/13/2020 11/04/2020 / /	111-4855882-9472 / / 0.0000	FOA N N N	LATEX GLOVES	52.00 0.00 52.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	52.00

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
AMAZON.COM 44263	AMAZON.COM	10/13/2020 11/04/2020 / /	111-7327215-6879 / / 0.0000	FOA N N N	ANTI-FOG SAFETY GLASSES	20.00 0.00 20.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	20.00

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
AMAZON.COM 44259	AMAZON.COM	09/29/2020 11/04/2020 / /	112-6381637-2051 / / 0.0000	FOA N N	NOISE CANCELLING HEADPHONES	49.99 0.00

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

Open 11/04/2020 N 49.99

GL NUMBER	DESCRIPTION	AMOUNT
101-192-727.000	SUPPLIES & POSTAGE	49.99
AMAZON.COM 44261	AMAZON.COM 10/01/2020	10/01/2020 112-7949600-7871 FOA WINDOWS 10 PRO UPGRADE
10/01/2020	,	11/04/2020 N 199.98
		/ / 0.0000 N 0.00
		11/04/2020 N 199.98

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-930.000	SOFTWARE MAINTENANCE	199.98

AMAZON.COM 44260	AMAZON.COM 09/30/2020	09/30/2020 113-1014337-0513 FOA KEYCHAIN REMOTES FOR WTP
09/30/2020	,	11/04/2020 N 56.37
		/ / 0.0000 N 0.00
		11/04/2020 N 56.37

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	56.37

AMAZON.COM 44258	AMAZON.COM 09/24/2020	09/24/2020 113-3142332-2858 FOA COMPUTER MONITOR STAND
09/24/2020	,	11/04/2020 N 31.75
		/ / 0.0000 N 0.00
		11/04/2020 N 31.75

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-740.000	OPERATING SUPPLIES	31.75

AMAZON.COM 44257	AMAZON.COM 09/24/2020	09/24/2020 113-7645171-4944 FOA STYLUS FOR BOB'S TABLET
09/24/2020	,	11/04/2020 N 30.88
		/ / 0.0000 N 0.00
		11/04/2020 N 30.88

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-172-727.000	SUPPLIES & POSTAGE	30.88

VENDOR TOTAL: 471.86

APPLIED 44214	APPLIED IMAGING 7718 SOLUTION CENTER	10/13/2020 1620706	FOA 7/21/20 - 10/20/20 OVERAGES FOR RICO
10/13/2020	CHICAGO IL, 60677-7007	11/04/2020 N 395.53	
		/ / 0.0000 N 0.00	
		11/04/2020 N 395.53	

Open

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

GL NUMBER	DESCRIPTION	AMOUNT
101-299-930.000	REPAIRS & MAINTENANCE	395.53
VENDOR TOTAL:		395.53

1400	BS&A SOFTWARE	11/01/2020	131825	FOA	11/1/20 - 11/1/21 PRE AUDIT/TAX SYST	
44255	14965 ABBEY LANE	11/04/2020		N		1,726.00
11/01/2020	BATH MI, 48808	/ /	0.0000	N		0.00
		11/04/2020		N		1,726.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-253-930.000	REPAIRS & MAINTENANCE	1,726.00
VENDOR TOTAL:		1,726.00

CINTAS	CINTAS CORPORATION	10/19/2020	4064682960	FOA	MATS	
44229	P.O. BOX 630910	11/04/2020		N		40.29
10/19/2020	CINCINNATI OH, 45263	/ /	0.0000	N		0.00
		11/04/2020		N		40.29

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-801.000	CONTRACTED SERVICES	40.29
VENDOR TOTAL:		40.29

CISCO	CISCO SYSTEMS, INC	10/15/2020	161-00059886	FOA	WEBEX FROM 10/15 - 11/14/20	
44272		11/04/2020		N		15.85
10/15/2020	,	/ /	0.0000	N		0.00
		11/04/2020		N		15.85

Open

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

CMP	CONSTANT MOTION PRODUCTIONS LLC	10/15/2020	23	FOA	STATE OF COMMUNITY 2020 VIDEO	
44231	1016 BALDWIN AVE	11/04/2020		N		5,000.00
10/15/2020	ANN ARBOR MI, 48104	/ /	0.0000	N		0.00
		11/04/2020		Y		5,000.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
577-000-801.000	CONTRACTED SERVICES & RENTALS	5,000.00
VENDOR TOTAL:		5,000.00

ELECSOU	ELECTION SOURCE	10/26/2020	20-55924	FOA	NAME BADGES	
---------	-----------------	------------	----------	-----	-------------	--

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		
44268	4615 DANVERS DRIVE SE	11/04/2020		N		23.34
10/26/2020	GRAND RAPIDS MI, 49512	/ /	0.0000	N		0.00
		11/04/2020		N		23.34

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-191-727.000	SUPPLIES & POSTAGE	23.34

VENDOR TOTAL: 23.34

5888	FOSTER, SWIFT, COLLINS & SMITH	09/30/2020	795484	FOA	SEPTEMBER 2020	
44241	313 S. WASHINGTON SQUARE	11/04/2020		N		20,182.30
10/20/2020	LANSING MI, 48933-2193	/ /	0.0000	N		0.00
		11/04/2020		Y		20,182.30

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-209-826.000	LEGAL FEES	2,688.12
401-444-826.000	LEGAL FEES	12,746.68
539-000-826.000	LEGAL FEES	562.50
590-595-826.000	LEGAL FEES	3,802.50
101-101-826.000	LEGAL FEES	315.00
101-400-826.000	LEGAL FEES	67.50
		20,182.30

VENDOR TOTAL: 20,182.30

HUBBELROTH	HUBBELL, ROTH & CLARK, INC.	09/25/2020	182202	FOA	PANDA EXPRESS THRU 9/5/20	
44273	PO BOX 824	11/04/2020		N		507.50
09/25/2020	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		11/04/2020		Y		507.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
702-000-290.102	PANDA EXPRESS ESCROW	507.50

HUBBELROTH	HUBBELL, ROTH & CLARK, INC.	10/20/2020	182829	FOA	M59 EAST WATER MAIN EXT THRU 10/3/20	
44269	PO BOX 824	11/04/2020		N		4,203.60
10/20/2020	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		11/04/2020		Y		4,203.60

Open

GL NUMBER	DESCRIPTION	AMOUNT
539-000-150.000	WATER CONSTRUCT IN PROGRESS	4,203.60

HUBBELROTH	HUBBELL, ROTH & CLARK, INC.	10/20/2020	182831	FOA	M59 SAFETY PATH THRU 10/3/20	
44270	PO BOX 824	11/04/2020		N		390.00
10/20/2020	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		11/04/2020		Y		390.00

Open

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

GL NUMBER	DESCRIPTION	AMOUNT
401-444-969.005	SIDEWALKS	390.00
HUBBELROTH	HUBBELL, ROTH & CLARK, INC.	10/20/2020 182834
44271	PO BOX 824	11/04/2020
10/20/2020	BLOOMFIELD HILLS MI, 48303-0824	/ / 0.0000
		11/04/2020

Open

GL NUMBER	DESCRIPTION	AMOUNT
401-444-969.005	SIDEWALKS	187.50

VENDOR TOTAL: 5,288.60

0678	HURON CEMETERY MAINTENANCE INC	10/15/2020 2379	FOA	ANNUAL MAINTENANCE PMT 4 OF 4	
44216	P.O. BOX 112	11/04/2020	N		5,755.00
08/01/2020	HIGHLAND MI, 48357	/ / 0.0000	N		0.00
		11/04/2020	Y		5,755.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
209-000-802.000	LAWN/SNOW MAINTENANCE	5,755.00

VENDOR TOTAL: 5,755.00

LOWES	LOWES BUSINESS ACCT/SYNCB	10/13/2020 08524	FOA	TRASH BAGS, COMP CONTAINER	
44245	P.O. BOX 530970	11/04/2020	N		31.77
10/13/2020	ATLANTA GA, 30353-0970	/ / 0.0000	N		0.00
		11/04/2020	N		31.77

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	31.77

LOWES	LOWES BUSINESS ACCT/SYNCB	10/05/2020 09473	FOA	TOOL BACKPACK, TOOL BAG, CAULK	
44244	P.O. BOX 530970	11/04/2020	N		63.03
10/05/2020	ATLANTA GA, 30353-0970	/ / 0.0000	N		0.00
		11/04/2020	N		63.03

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	63.03

LOWES	LOWES BUSINESS ACCT/SYNCB	09/24/2020 09958	FOA	LIGHTS FOR SPRANGER	
44243	P.O. BOX 530970	11/04/2020	N		66.46
09/24/2020	ATLANTA GA, 30353-0970	/ / 0.0000	N		0.00
		11/04/2020	N		66.46

Open

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

GL NUMBER	DESCRIPTION	AMOUNT
401-751-970.006	SPRANGER FIELD	66.46
VENDOR TOTAL:		161.26

6645	MICHIGAN MUNICIPAL LEAGUE	10/12/2020	21658	FOA	ZONING ENFORCEMENT OFFICER WEBSITE A	
44238	P.O. BOX 7409	11/04/2020		N		125.76
10/12/2020	ANN ARBOR MI, 48107-7409	/ /	0.0000	N		0.00
		11/04/2020		N		125.76

Open

GL NUMBER	DESCRIPTION	AMOUNT				
101-722-900.000	PRINTING & PUBLICATIONS	125.76				
6645	MICHIGAN MUNICIPAL LEAGUE	10/12/2020	21669	FOA	PUBLIC WORKS DIRECTOR WEBSITE AD	
44239	P.O. BOX 7409	11/04/2020		N		156.00
10/12/2020	ANN ARBOR MI, 48107-7409	/ /	0.0000	N		0.00
		11/04/2020		N		156.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-900.000	PRINTING & PUBLICATIONS	156.00
VENDOR TOTAL:		281.76

MRWA	MICHIGAN RURAL WATER ASSOCIATION	10/07/2020	OIC-10-26	FOA	TRAINING REGISTRATION - T. BROOKS	
44254	2127 UNIVERSITY PARK DR, STE 340	11/04/2020		N		410.00
10/07/2020	OKEMOS MI, 48864	/ /	0.0000	N		0.00
		11/04/2020		N		410.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-957.000	EDUCATION/TRAINING/CONVENTION	410.00
VENDOR TOTAL:		410.00

MUNICODE	MUNICODE	10/19/2020	349782	FOA	10/1/20 - 9/30/21 MEETINGS SUBSCRIPT	
44228	P.O. BOX 2235	11/04/2020		N		4,600.00
10/19/2020	TALLAHASSEE FL, 32316	/ /	0.0000	N		0.00
		11/04/2020		N		4,600.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
577-000-946.000	PEG SERVER & SOFTWARE RENTAL	4,600.00
VENDOR TOTAL:		4,600.00

MYWHITEBOA	MY WHITEBOARDS.COM	09/28/2020	114486	FOA	2X3 LINED MARKER BOARD	
44267		11/04/2020		N		123.06
09/28/2020	,	/ /	0.0000	N		0.00

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

		11/04/2020		N		123.06
Open						

GL NUMBER	DESCRIPTION	AMOUNT
101-172-727.000	SUPPLIES & POSTAGE	123.06
VENDOR TOTAL:		123.06

PB PLUMBIN	PB PLUMBING	10/19/2020	4986	FOA	50 GALLON WATER HEATER	
44230	2440 W HIGHLAND RD, STE 104	11/04/2020		N		1,300.00
10/19/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		11/04/2020		Y		1,300.00

Open						
GL NUMBER	DESCRIPTION	AMOUNT				
101-265-930.001	REPAIRS & MAINT - HERO TEEN CTR	1,300.00				
VENDOR TOTAL:		1,300.00				

1180	PETER'S TRUE VALUE HARDWARE	10/26/2020	55250	FOA	PAINTERS TAPE	
44253	3455 W. HIGHLAND ROAD	11/04/2020		N		7.49
10/26/2020	MILFORD MI, 48380	/ /	0.0000	N		0.00
		11/04/2020		N		7.49

Open						
GL NUMBER	DESCRIPTION	AMOUNT				
536-000-740.000	OPERATING SUPPLIES	7.49				
1180	PETER'S TRUE VALUE HARDWARE	10/14/2020	K55097	FOA	TRASH BAGS	
44213	3455 W. HIGHLAND ROAD	11/04/2020		N		11.99
10/14/2020	MILFORD MI, 48380	/ /	0.0000	N		0.00
		11/04/2020		N		11.99

Open						
GL NUMBER	DESCRIPTION	AMOUNT				
101-751-740.000	OPERATING SUPPLIES	11.99				
1180	PETER'S TRUE VALUE HARDWARE	10/14/2020	K55100	FOA	WINDEX CLEANER & BATHROOM FOAMER	
44215	3455 W. HIGHLAND ROAD	11/04/2020		N		16.56
10/14/2020	MILFORD MI, 48380	/ /	0.0000	N		0.00
		11/04/2020		N		16.56

Open						
GL NUMBER	DESCRIPTION	AMOUNT				
101-751-740.000	OPERATING SUPPLIES	16.56				
1180	PETER'S TRUE VALUE HARDWARE	10/19/2020	K55154	FOA	WATER SOFTENER SALT	
44220	3455 W. HIGHLAND ROAD	11/04/2020		N		21.99
10/19/2020	MILFORD MI, 48380	/ /	0.0000	N		0.00
		11/04/2020		N		21.99

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

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-740.000	OPERATING SUPPLIES	21.99
1180	PETER'S TRUE VALUE HARDWARE	10/26/2020
44252	3455 W. HIGHLAND ROAD	11/04/2020
10/26/2020	MILFORD MI, 48380	/ / 0.0000
		11/04/2020

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	10.99
VENDOR TOTAL:		69.02

SANMARINO	SAN MARINO EXCAVATING, INC.	10/15/2020	139322	FOA	30 YD DUMPSTER RENTAL	
44223	5550 MITCHEL WAY	11/04/2020		N		475.00
10/15/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		11/04/2020		Y		475.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-801.000	CONTRACTED SERVICES	475.00
VENDOR TOTAL:		475.00

STANLEY	STANLEY ACCESS TECH LLC	10/16/2020	906019698	FOA	REPAIR HANDICAP DOOR BUTTON	
44242	P.O. BOX 0371595	11/04/2020		N		1,834.38
10/16/2020	PITTSBURGH PA, 15251-7595	/ /	0.0000	N		0.00
		11/04/2020		N		1,834.38

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-930.000	REPAIRS & MAINTENANCE	1,834.38
VENDOR TOTAL:		1,834.38

STAPLES	STAPLES	10/17/2020	8060035007	FOA	MISC SUPPLIES	
44221	PO BOX 660409	11/04/2020		N		122.25
10/17/2020	DALLAS TX, 75266-0409	/ /	0.0000	N		0.00
		11/04/2020		N		122.25

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-740.000	OPERATING SUPPLIES	79.87
101-299-727.000	SUPPLIES & POSTAGE	42.38
VENDOR TOTAL:		122.25

STAPLES	STAPLES	10/24/2020	8060105275	FOA	MISC SUPPLIES	
---------	---------	------------	------------	-----	---------------	--

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		
44251	PO BOX 660409	11/04/2020		N		113.44
10/24/2020	DALLAS TX, 75266-0409	/ /	0.0000	N		0.00
		11/04/2020		N		113.44

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-740.000	OPERATING SUPPLIES	43.14
101-299-727.000	SUPPLIES & POSTAGE	2.05
101-191-727.000	SUPPLIES & POSTAGE	29.26
101-209-727.000	SUPPLIES & POSTAGE	53.11
101-209-727.000	SUPPLIES & POSTAGE	(14.12)
		<u>113.44</u>

VENDOR TOTAL: 235.69

HUNTINGBAN	THE HUNTINGTON NATIONAL BANK	10/19/2020	10/19/20	FOA	MILLPOINTE SUB RD SPEC ASSMT BOND, S	
44256	PO BOX 1558-GW4E64	11/04/2020		N		10,418.75
10/19/2020	COLUMBUS OH, 43216	/ /	0.0000	N		0.00
		11/04/2020		N		10,418.75

Open

GL NUMBER	DESCRIPTION	AMOUNT
358-000-997.000	BOND INTEREST PAYMENT	10,418.75

VENDOR TOTAL: 10,418.75

SPIRITOFLI	THE SPIRIT OF LIVINGSTON	10/20/2020	51933	FOA	LOGOS ON SHIRTS	
44246	3280 W GRAND RIVER	11/04/2020		N		40.00
10/20/2020	HOWELL MI, 48855	/ /	0.0000	N		0.00
		11/04/2020		Y		40.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-101-727.000	SUPPLIES & POSTAGE	20.00
101-253-727.000	SUPPLIES & POSTAGE	20.00
		<u>40.00</u>

VENDOR TOTAL: 40.00

W4	W4 SIGNS	10/09/2020	20892	FOA	5X7 POSTCARDS	
44266		11/04/2020		N		179.00
10/09/2020	,	/ /	0.0000	N		0.00
		11/04/2020		N		179.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-172-900.000	PRINTING & PUBLICATIONS	179.00

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

VENDOR TOTAL:						179.00
WATERTECH	WATER TECH	10/11/2020	48687	FOA	SEPT 2020 SAMPLES	
44219	718 S MICHIGAN	11/04/2020		N		296.00
10/11/2020	HOWELL MI, 48843	/ /	0.0000	N		0.00
		11/04/2020		Y		296.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	296.00

VENDOR TOTAL: 296.00

TOTAL - ALL VENDORS: 61,572.69

FUND TOTALS:

Fund 101 - GENERAL FUND	11,680.73
Fund 209 - CEMETERY	5,755.00
Fund 358 - MILLPOINTE ROAD DEBT SERVICE FUND	10,418.75
Fund 401 - CAPITAL PROJECTS FUND	13,390.64
Fund 536 - WATER SYSTEM FUND	1,635.62
Fund 539 - WATER REPLACEMENT FUND	4,766.10
Fund 577 - CABLE TV FUND	9,615.85
Fund 590 - SEWER OPERATIONS & MAINTENANCE FUND	3,802.50
Fund 702 - TRUST & AGENCY - NEW	507.50

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Susan Case, Finance Clerk

Subject: Approve Post Audit of Disbursements Between Board Meetings

Date: October 27, 2020

Recommended Action

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

Discussion

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

Accounts Payable – \$17,232.48

October 29, 2020 Payroll - \$75,828.75

Financial Impact

Is a Budget Amendment Required? Yes No

All expenses are covered under the amended FY21 budget.

Attachments

Post Audit Bills List 10.26.2020

Payroll for 10.29.2020

Check Date	Bank	Check #	Payee	Description	GL #	Amount
10/26/2020	FOA	40763	DTE ENERGY	UTILITIES - ELECTRIC	101-265-920.002	1,140.90
		40763		STREET LIGHTS	101-448-921.000	43.49
		40763		UTILITIES - ELECTRIC	101-751-920.002	78.86
		40763		UTILITIES	209-000-920.000	14.95
		40763		UTILITIES - ELECTRIC	536-000-920.002	3,061.37
						4,339.57
10/26/2020	FOA	40764	HARTLAND TOWNSHIP GENERAL FUND	MOBILE HOME FEES ESCROW	701-000-290.300	536.00
10/26/2020	FOA	40765	LIVINGSTON COUNTY TREASURER	MOBILE HOME FEES ESCROW	701-000-290.300	2,680.00
10/26/2020	FOA	40766	MUTUAL OF OMAHA	ACCRUED STD/LTD BENEFITS	001-000-257.103	131.27
		40766		EMPLOYMENT EXPENSE	101-172-716.000	37.11
		40766		EMPLOYMENT EXPENSE	101-192-716.000	89.03
		40766		EMPLOYMENT EXPENSE	101-209-716.000	92.20
		40766		EMPLOYMENT EXPENSE	101-215-716.000	60.10
		40766		EMPLOYMENT EXPENSE	101-253-716.000	62.26
		40766		EMPLOYMENT EXPENSE	101-400-716.000	107.85
		40766		EMPLOYMENT EXPENSE	536-000-716.000	76.50
						656.32
10/26/2020	FOA	40767	PETTY CASH (TREASURER)	SUPPLIES & POSTAGE	101-209-727.000	4.39
		40767		EDUCATION/TRAINING/CONVENTION	101-209-957.000	8.12
		40767		SUPPLIES & POSTAGE	101-247-727.000	8.99
		40767		SIDEWALKS	401-444-969.005	30.00
		40767		MILEAGE	536-000-861.000	3.20
						54.70
10/26/2020	FOA	40768	PRINCIPAL LIFE INSURANCE COMPANY	ACCRUED DENTAL BENEFITS	001-000-257.101	113.65
		40768		ACCRUED VISION BENEFITS	001-000-257.102	44.80
		40768		EMPLOYMENT EXPENSE	101-172-716.000	40.36
		40768		EMPLOYMENT EXPENSE	101-192-716.000	80.72
		40768		EMPLOYMENT EXPENSE	101-209-716.000	78.06
		40768		EMPLOYMENT EXPENSE	101-215-716.000	129.27
		40768		EMPLOYMENT EXPENSE	101-253-716.000	156.12
		40768		EMPLOYMENT EXPENSE	101-400-716.000	109.00
		40768		EMPLOYMENT EXPENSE	536-000-716.000	40.36
						792.34
10/26/2020	FOA	40769	PRIORITY HEALTH	ACCRUED MEDICAL BENEFITS	001-000-257.100	1,625.12
		40769		EMPLOYMENT EXPENSE	101-172-716.000	527.69
		40769		EMPLOYMENT EXPENSE	101-192-716.000	1,055.38
		40769		EMPLOYMENT EXPENSE	101-209-716.000	1,160.93
		40769		EMPLOYMENT EXPENSE	101-215-716.000	1,392.92
		40769		EMPLOYMENT EXPENSE	101-253-716.000	1,836.01
		40769		EMPLOYMENT EXPENSE	536-000-716.000	527.69
						8,125.74
10/26/2020	FOA	40770	VERIZON WIRELESS	INTERNET	577-000-805.000	47.81

Check Date	Bank	Check #	Payee	Description	GL #	Amount
			TOTAL - ALL FUNDS	TOTAL OF 8 CHECKS		17,232.48
--- GL TOTALS ---						
001-000-257.100				ACCRUED MEDICAL BENEFITS		1,625.12
001-000-257.101				ACCRUED DENTAL BENEFITS		113.65
001-000-257.102				ACCRUED VISION BENEFITS		44.80
001-000-257.103				ACCRUED STD/LTD BENEFITS		131.27
101-172-716.000				EMPLOYMENT EXPENSE		605.16
101-192-716.000				EMPLOYMENT EXPENSE		1,225.13
101-209-716.000				EMPLOYMENT EXPENSE		1,331.19
101-209-727.000				SUPPLIES & POSTAGE		4.39
101-209-957.000				EDUCATION/TRAINING/CONVENTION		8.12
101-215-716.000				EMPLOYMENT EXPENSE		1,582.29
101-247-727.000				SUPPLIES & POSTAGE		8.99
101-253-716.000				EMPLOYMENT EXPENSE		2,054.39
101-265-920.002				UTILITIES - ELECTRIC		1,140.90
101-400-716.000				EMPLOYMENT EXPENSE		216.85
101-448-921.000				STREET LIGHTS		43.49
101-751-920.002				UTILITIES - ELECTRIC		78.86
209-000-920.000				UTILITIES		14.95
401-444-969.005				SIDEWALKS		30.00
536-000-716.000				EMPLOYMENT EXPENSE		644.55
536-000-861.000				MILEAGE		3.20
536-000-920.002				UTILITIES - ELECTRIC		3,061.37
577-000-805.000				INTERNET		47.81
701-000-290.300				MOBILE HOME FEES ESCROW		3,216.00
TOTAL						17,232.48

Check Register Report For Hartland Township
For Check Dates 10/29/2020 to 10/29/2020

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
10/29/2020	FOA	16841	GOODWIN, DENNIS R	200.07	155.50	0.00	Open
10/29/2020	FOA	16842	LAROSE, MICHELLE M	90.00	79.29	0.00	Open
10/29/2020	FOA	16843	PETRUCCI, JOSEPH M	500.00	416.56	0.00	Open
10/29/2020	FOA	16844	VOIGHT, KEITH R	200.00	176.20	0.00	Open
10/29/2020	FOA	16845	ICMA VANTAGEPOINT TRANSFER AGENT	1,308.81	1,308.81	0.00	Open
10/29/2020	FOA	16846	ICMA VANTAGEPOINT TRANSFER AGENT	4,350.14	4,350.14	0.00	Open
10/29/2020	FOA	16847	ICMA VANTAGEPOINT TRANSFER AGENT	1,113.00	1,113.00	0.00	Open
10/29/2020	FOA	DD6792	BAGDON, KELLY M	1,831.41	0.00	1,309.35	Cleared
10/29/2020	FOA	DD6793	BEAUDOIN, DIANA K	1,489.50	0.00	1,265.54	Cleared
10/29/2020	FOA	DD6794	BERNARDI, MELYNDA A	1,229.28	0.00	946.41	Cleared
10/29/2020	FOA	DD6795	BROOKS, TYLER J	1,761.60	0.00	1,259.61	Cleared
10/29/2020	FOA	DD6796	CASE, SUSAN E	1,779.15	0.00	1,181.26	Cleared
10/29/2020	FOA	DD6797	CIOFU, LARRY N	2,583.33	0.00	1,893.61	Cleared
10/29/2020	FOA	DD6798	COLAIANNE, JOSEPH W	680.00	0.00	541.31	Cleared
10/29/2020	FOA	DD6799	DRYDEN-HOGAN, SUSAN A	3,291.57	0.00	2,349.26	Cleared
10/29/2020	FOA	DD6800	FOUNTAIN, WILLIAM J	2,583.33	0.00	2,157.75	Cleared
10/29/2020	FOA	DD6801	FOX, LAWRENCE E	360.00	0.00	317.16	Cleared
10/29/2020	FOA	DD6802	GERMANE, MATTHEW J	500.00	0.00	436.75	Cleared
10/29/2020	FOA	DD6803	GRISSIM, SUSAN L	180.00	0.00	166.23	Cleared
10/29/2020	FOA	DD6804	HARPER, GLENN E	500.00	0.00	416.56	Cleared
10/29/2020	FOA	DD6805	HEASLIP, JAMES B	2,938.79	0.00	1,740.76	Cleared
10/29/2020	FOA	DD6806	HENDRIX, PETER J	71.36	0.00	62.88	Cleared
10/29/2020	FOA	DD6807	HORNING, KATHLEEN A	2,583.33	0.00	1,781.31	Cleared
10/29/2020	FOA	DD6808	JOHNSON, LISA	2,305.83	0.00	1,632.76	Cleared
10/29/2020	FOA	DD6809	KLINE, CORI L	563.48	0.00	489.66	Cleared
10/29/2020	FOA	DD6810	KUMAR, ANDREW M	1,807.80	0.00	1,305.62	Cleared
10/29/2020	FOA	DD6811	LANGER, TROY D	3,533.12	0.00	2,506.01	Cleared
10/29/2020	FOA	DD6812	LOUIS, CASEY	971.49	0.00	633.78	Cleared
10/29/2020	FOA	DD6813	MITCHELL, KYLE J	2,745.12	0.00	2,108.52	Cleared
10/29/2020	FOA	DD6814	MITCHELL, MICHAEL E	180.00	0.00	166.23	Cleared
10/29/2020	FOA	DD6815	MORGANROTH, CAROL L	2,177.08	0.00	1,670.62	Cleared
10/29/2020	FOA	DD6816	MURPHY, THOMAS A	90.00	0.00	79.28	Cleared
10/29/2020	FOA	DD6817	SHOLLACK, DONNA M	1,921.52	0.00	1,395.15	Cleared
10/29/2020	FOA	DD6818	VERMILLION, KAREN L	1,797.32	0.00	1,326.44	Cleared

Check Register Report For Hartland Township
 For Check Dates 10/29/2020 to 10/29/2020

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
10/29/2020	FOA	DD6819	VETTRAINO, ALEXANDER D	713.00	0.00	599.01	Cleared
10/29/2020	FOA	DD6820	WYATT, MARTHA K	3,080.05	0.00	2,228.16	Cleared
10/29/2020	FOA	DD6821	WEST, ROBERT M	5,668.04	0.00	3,777.48	Cleared
10/29/2020	FOA	EFT561	FEDERAL TAX DEPOSIT	12,592.31	12,592.31	0.00	Cleared
10/29/2020	FOA	EFT562	MI DEPT OF TREASURY	3,557.92	3,557.92	0.00	Cleared
Totals:							
			Number of Checks:	039	75,828.75	23,749.73	37,744.47
			Total Physical Checks:	7			
			Total Check Stubs:	32			

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert West, Director of Public Works
Subject: Hartland Schools Winter Maintenance Agreement
Date: October 28, 2020


Recommended Action
Hartland Schools Winter Maintenance Agreement

Discussion
Hartland Township has entered into an annual winter maintenance agreement with Hartland Consolidated Schools for the Hartland Road pathway. The schools maintain the east side of Hartland Road along the school property, and Hartland Township is responsible for the west side of Hartland Road.

Four years ago, both agencies entered into an agreement for HCS to perform the services on the west side of the road for the total annual fee of \$4,000.00. The previous contracted services exceeded \$4,000 due to being conducted on a per time basis.

The proposed agreement presented represents the winter maintenance agreement for the FY2020-21 winter season.

Financial Impact
Is a Budget Amendment Required? Yes No
This item has been reflected in the approved budget.

Attachments
 Hartland Township HCS Agreement 2020.pdf

HARTLAND CONSOLIDATED SCHOOLS

9525 Highland Road
Howell, Michigan 48843



Telephone (810) 626-2100
Fax (810) 626-2101

October 20, 2020

Robert West
Township Manger
2655 Clark Road
Hartland, MI 48353

Dear Mr. West,

It has been brought to Hartland Consolidated Schools attention that Hartland Township is requesting assistance with winter maintenance (salting and clearing snow), associated with the Hartland Road pathway west of Hartland Road, because the Township does not have the resources to perform the services in-house.

Hartland Consolidated Schools is willing to enter into a cooperative partnership with the Township to perform the winter maintenance along this section of pathway each season as needed. After discussing the work needed Hartland Consolidated Schools agrees to perform the needed service at a cost of \$4,000 per season. Hartland Township and Hartland Consolidated Schools agrees to meet at the conclusion of each season to review the subsequent year.

Hartland Consolidated Schools has requested use of the entrance of Heritage Park as a school of choice bus stop when, and if, it becomes needed. HCS is requesting that Hartland Township will plow the entrance of Heritage Park, so parents can have a spot to park during loading and unloading of the bus. In return for the plowing of the Heritage Park entrance, HCS will reduce the cost of the above stated sidewalk service by \$1,000 per season.

Hartland Township shall indemnify and hold harmless Hartland Consolidated Schools, its administrators and employees, or agents of the district, from and against all liability, claims, suits, damages, and/or loss and expenses, including but not limited to legal fees arising out of personal injury, loss of life, and/or damages to property, and from any penalty, fine or charge incurred for any violation or breach of any law, rule or regulation when any of the aforesaid injuries or damages are caused or occasioned by the acts, errors, omissions, or negligent acts of the HCS, its employees or agents.

Sincerely,
Matt Marino

Hartland Township agrees to pay Hartland Consolidated Schools \$4,000 per season starting November 1, 2020 through April 1, 2021

Hartland Consolidated Schools

Hartland Township

Date

Date

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert West, Director of Public Works

Subject: Meter Reading Software Upgrade

Date: October 29, 2020

Recommended Action

Move to approve the proposed meter reading improvement through Sensus Meter Reading Systems and ETNA Supply as presented at a cost not to exceed \$210,000.

Discussion

The Township's current water meter reading system has exceeded its useful lifespan. The system is no longer supported by the manufacture and requires replacement. The proposed cost for the new meter reading system is projected not to exceed \$210,000. Additionally, the maintenance fees associated with the system equate to approximately \$15,000 annually.

Public Works is recommending the Sensus Advanced Metering Infrastructure (AMI) solution. The AMI solution is a fixed network system. Fixed networks systems are the only option available to sustain the Township's current utility surcharge program, which has generated over \$564,000 since inception in 2013.

Fixed network systems eliminate the need for field staff to physically perform meter reads in the field. Additionally, administrative staff can view real time data remotely from Township Hall. Overall, the AMI system will substantially reduce the staff time gather water meter da

The water and sewer rates were adjusted years ago to include a "meter fee" to reflect future meter repairs and replacements. The funding for this improvement is available in the water fund (operations and repair/replacement)

Financial Impact

Is a Budget Amendment Required? Yes No

The equipment cost of \$75,000 will be funded out of 539 Water Repair & Replacement Fund Balance, and depreciated over 10 years – however, no budget amendment is necessary at this time.

The installation of the smart point meter system requires a budget amendment in the 536 Water Operations Fund to increase account:

536-000-741.000 Meter Costs \$135,000

Attachments



Hartland Township AMI Bid with
Installation.pdf



Hartland TWP MI SaaS and Spectrum Lease
Agreement_Original_Agreement_2020-10-
28.pdf



Sensus - Spectrum Lease Agreement
FAQ.pdf

Hartland Township

10/6/20

Description	Quantity	Unit Price	Total Price
RNI Setup Fee	1	\$ 6,365.00	\$ 6,365.00
SA-Enhanced Setup Fee	1	\$ 3,000.00	\$ 3,000.00
Annual RNI Hosting Fee	1	\$ 8,240.00	\$ 8,240.00
Annual SA-Enhanced Hosting Fee	1	\$ 6,760.00	\$ 6,760.00
SA-Enhanced Billing Integration Fee	1	\$ 3,200.00	\$ 3,200.00
RNI Education Fee	1	\$ 4,400.00	\$ 4,400.00
SA-Enhanced Education Fee - Remote	1	\$ 1,000.00	\$ 1,000.00
Sensus M400 Base Station	1	\$ 40,000.00	\$ 40,000.00
Sensus SPM-900 Power & Antenna	1	INCLUDED	
Trimble T41 HHD - Programmer	1	\$ 1,600.00	\$ 1,600.00
Command Link - Programmer	1	\$ 435.00	\$ 435.00
Total			\$ 75,000.00

Description	Quantity	Unit Price	Total Price
Installation Mobilization	1	\$ 2,500.00	\$ 2,500.00
Smart Point Installation (510M)	600	\$ 60.00	\$ 36,000.00
Smart Points 510M - Dual Port(Dual Meter-Irr/House)	600	\$ 150.00	\$ 90,000.00
Smart Points 510M - Single Port	0	\$ 150.00	\$ -
Total			\$ 126,000.00

Project Total \$ 201,000.00

Description	Quantity	Unit Price	Total Price
Annual RNI Hosting Fee - Year 2	1	\$ 8,490.00	
Annual SA-Enhanced Hosting Fee - Year 2	1	\$ 6,960.00	\$ 15,450.00
Annual RNI Hosting Fee - Year 3	1	\$ 8,745.00	
Annual SA-Enhanced Hosting Fee - Year 3	1	\$ 7,170.00	\$ 15,915.00
Annual RNI Hosting Fee - Year 4	1	\$ 9,005.00	
Annual SA-Enhanced Hosting Fee - Year 4	1	\$ 7,385.00	\$ 16,390.00
Annual RNI Hosting Fee - Year 5	1	\$ 9,275.00	
Annual SA-Enhanced Hosting Fee - Year 5	1	\$ 7,610.00	\$ 16,885.00

Description - Optional	Quantity	Unit Price	
Base Station Maintenance - Year 2	1	\$	1,610.00
Base Station Maintenance - Year 3	1	\$	1,695.00
Base Station Maintenance - Year 4	1	\$	1,785.00
Base Station Maintenance - Year 5	1	\$	1,890.00

Software as a Service and Spectrum Lease Agreement

between

Hartland Township, Michigan
 ("Customer")

and
Sensus USA Inc.
 ("Sensus")

IN WITNESS WHEREOF, the parties have caused this Software as a Service and Spectrum Lease ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer and Part (2) is a Software as a Service and Spectrum Lease between Sensus and Customer. Together, these two parts create the Agreement.

Sensus USA Inc.

Customer: Hartland Township, Michigan

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

Contents of this Agreement:

Part 1: Notification for Spectrum Manager Lease

Part 2: Agreement

- Exhibit A Software
- Exhibit B Technical Support

Part 1: Notification for Spectrum Manager Lease

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through ten (10) and certify via authorized signature. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, and if Customer does not already have one, ownership disclosure information on FCC Form 602.

1.

Customer/Lessee Name:			
Attention To:		Name of Real Party in Interest:	
Street Address:			City:
State:	Zip:	Phone:	
Fax:		Email:	

Is Customer contact information same as above? Yes No (If No, complete box 2 below)

2.

Additional Customer/Lessee Contact Information

Company Name:			
Attention To:			
Street Address:			City:
State:	Zip:	Phone:	
Fax:		Email:	

3.

Customer/Lessee is a(n) (Select one): <input type="checkbox"/> Individual <input type="checkbox"/> Unincorporated Association <input type="checkbox"/> Trust <input type="checkbox"/> Government Entity <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Consortium <input type="checkbox"/> Other _____

4.

FCC Form 602: FCC File Number of Customer's Form 602 Ownership Information: _____. If Customer has not filed a Form 602, Sensus will file one for Customer. Please complete questions 5, 6, and 7 below if Customer does <u>not</u> have a Form 602 on file. Customer must complete items 8, 9 and 10 irrespective of whether Customer has an ownership report on file.
--

5.

Customer Tax ID:

6.

Individual Contact For FCC Matters

Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system.	
Name	
Title:	
Email:	Phone:

7.

Please list the names of the Board President and all Board Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a board member member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.		
	US Citizen?	Ownership Disclosure?
Board President:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Board Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Board Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Board Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Board Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Board Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Board Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Board Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Board Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Board Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

8.

Alien Ownership Questions (if the answer is Yes, provide an attachment explaining the circumstances)

1) Is the Customer/Lessee a foreign government or the representative of any foreign government?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

9.

Basic Qualification Information

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	<input type="checkbox"/> Yes <input type="checkbox"/> No

10.

Customer/Lessee Certification Statements

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	<input type="checkbox"/> Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	<input type="checkbox"/> Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	<input type="checkbox"/> Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	<input type="checkbox"/> Yes
5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that has associated with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	<input type="checkbox"/> Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	<input type="checkbox"/> Yes
7) The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	<input type="checkbox"/> Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	<input type="checkbox"/> Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus in writing in the event any information supplied on this form changes.

Hartland Township, Michigan			
By:		Title:	
Name:		Date:	
FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.			
WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).			

Part 2: Agreement

1. General

- A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' hosted Software solution, leased spectrum, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.

2. Software.

- A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
- B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

3. Spectrum

- A. **Definitions in this Section 3.** In this Section 3 only, "Sensus" shall mean Sensus USA Inc. and its wholly owned subsidiary, Sensus Spectrum LLC.
- B. **Spectrum Lease.** Sensus hereby grants to Customer, and Customer accepts, a spectrum manager lease ("Spectrum Lease") over the frequencies of certain FCC license(s) ("FCC License") solely within Customer's Service Territory. (The frequencies of the FCC License within Customer's geographic Service Territory are called the "Leased Spectrum"). Customer shall pay the Ongoing Fees for use of the Leased Spectrum.
- C. **FCC Forms.** At the Federal Communications Commission ("FCC"), Sensus will; (1) obtain an FCC Registration Number ("FRN") for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.
- D. **Lease Application.** In order to complete the FCC lease application, Customer will promptly:
- Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to; (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.
 - Give Sensus the coordinates of the boundaries of Customer's Service Territory or, alternatively, approve Sensus' estimation of the same.
 - If Customer has not already done so; Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number ("TIN").
 - Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
- E. **Permitted Use of Spectrum Lease and Equipment.** Customer may transmit or receive over the Leased Spectrum only in the Service Territory and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct Field Devices or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the FlexNet Equipment and Leased Spectrum, and from transmitting voice communications over the Leased Spectrum. For each piece of RF Field Equipment used by Customer, Customer shall affix a Sensus-supplied label to the exterior of the RF Field Equipment cabinet or other appropriate visible place to indicate that RF operation is conducted under authority of FCC License(s) issued to Sensus.
- F. **Term of Spectrum Lease.** Unless terminated earlier (because, for example, Customer stops using the FlexNet equipment or because this Agreement terminates or expires for any reason), this Spectrum Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Spectrum Lease.
- G. **Termination of Spectrum Lease.** The Spectrum Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; (c) upon Customer's breach of this Agreement; or (d) upon termination or expiration of this Agreement for any reason.
- H. **FCC Compliance.** The following FCC requirements apply
- Pursuant to 47 CFR 1.9040(a):
 - Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;
 - If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
 - This Agreement is not an assignment, sale or other transfer of the FCC License;
 - This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
 - In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.
 - Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that,
 - Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus is responsible for engineering the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus' supervision and control and solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and
 - Sensus will file any necessary FCC forms or applications and Customer agrees to reasonably assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.
 - Customer must continue operations on the spectrum during the Term of this Agreement. If Customer stops operations for any period of time, Customer must notify Sensus by sending an email to legal@xyleminc.com. Customer may not pause or discontinue operations for more than 180 days.
- I. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.

4. Equipment.

- A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized

distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <https://www.sensus.com/tc>, or 1-800-METER-IT

- B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**

5. **Services.**

- A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement
- B. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
- C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.

6. **General Terms and Conditions.**

- A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
- B. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
- D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
- E. **Intellectual Property Rights.**
- i. **Software and Materials.** No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
 - ii. **Customer Data.** Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.
 - iii. **Consent to Use of Customer Data.** Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.
 - iv. **Access to Customer Data.** Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.
- F. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.

- G. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, “Confidential Information” shall not include: (i) any information that is in the public domain other than due to Recipient’s breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. “Discloser” means either party that discloses Confidential Information, and “Recipient” means either party that receives it.
- H. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
- i. **Export Control Laws.** Customer shall: (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
- ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD’s Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer’s country or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party’s right to enforce and compel strict compliance with the same or other articles or provisions.
- J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party’s consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer’s consent.
- K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- L. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination (“Disputes”) shall first be resolved by mediation between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- M. **Acknowledgement of Events.** The Parties acknowledge and agree that the global COVID-19 pandemic (“COVID-19”) is ongoing, dynamic, unpredictable, and as such may impact the ability of Sensus to meet its obligations under this Agreement. The Parties agree that, for so long as there is an impact of COVID-19 on Sensus’ performance, all performance efforts by Sensus will be on a reasonable efforts basis only and Sensus shall not be responsible for failure to meet its obligations, to the extent that it is precluded from doing so as a result of COVID-19. The Parties shall work, in good faith, to make any reasonable adjustments that may be required as a result of COVID-19.
- N. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- O. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- P. **Four Corners.** This written Agreement, including all of its exhibits, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
- Q. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
7. **Definitions. As used in this Agreement, the following terms shall have the following meanings:**
- A. **“Affiliate”** of a party means any other entity controlling, controlled by, or under common control with such party, where “control” of an entity means the ownership, directly or indirectly, of 50% or more of either: (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
- B. **“Confidential Information”** means any and all non-public information of either party, including the terms of this agreement, all technical information about either party’s products or services, pricing information, marketing and marketing plans, Customer’s End Users’ data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.
- C. **“End User”** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
- D. **“Field Devices”** means the SmartPoint Modules .
- E. **“FlexNet Base Station”** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- F. **“FlexNet System”** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- G. **“Force Majeure”** means an event beyond a party’s reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm,

tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.

- H. **"Hosted Software"** means those items listed as an Application in Exhibit A.
- I. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- J. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- K. **"LCM"** identifies the load control modules.
- L. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- M. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- N. **"Permitted Use"** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
- O. **"R100 Unit"** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- P. **"Release"** means both Updates and Upgrades.
- Q. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- R. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
- S. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- T. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- U. **"Service Territory"** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- V. **"Server Hardware"** means the RNI hardware.
- W. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- X. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- Y. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- Z. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- AA. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A Software

Software as a Service

1. Description of Services.

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics
 - Enhanced Package

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. **Use of Software as a Service.** Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

C. **Termination of an Application.** Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. **Software as a Service means only the following services:**

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
 - (a) Network addresses and virtual private networks (VPN)
 - (b) Standard time source (NTP or GPS)
 - (c) Security access points
 - (d) Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
 - (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
 - (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
 - (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
 - (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
 - (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
 - (a) Implement the data retention plan and policy, and will provide the policy upon request.
 - (b) Monitor space and capacity requirements.
 - (c) Respond to database alarms and notifications.
 - (d) Install database software upgrades and patches.
 - (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
 - (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
 - (b) Respond to incidents and problems that may occur to the Application(s).
 - (c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
 - (d) Correlate incidents and problems where applicable.

- (e) Sensus personnel will use the self-service portal to document and track incidents.
- (f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
- (g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
- (h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:
 - (a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
 - (b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
 - (c) Conduct period penetration testing of the network and data center facilities.
 - (d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
 - (e) Perform anti-virus and Malware patch management on all systems.
 - (f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
 - (g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
 - (h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
 - (i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
 - (j) Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
 - (a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
 - (b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
 - (c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
 - (d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
 - (e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
 - (f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
 - (g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
 - (h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
 - (i) The Application shall have a RTO of forty-eight (48) hours.
 - (j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - (k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. Customer Responsibilities:

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
- vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. Software as a Service does not include any of the following services:

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

2. Further Agreements

A. System Uptime Rate.

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{Total Minutes in the Month}}$$

TMO

- ii. **Calculations**
 - a. **Targeted Minutes of Operation** or **TMO** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
 - b. **Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
 - c. **Non-Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
- iii. **Exceptions.** Exceptions mean the following events:
 - Force Majeure
 - Emergency Work, as defined below; and
 - Lack of Internet Availability, as described below.
 - a. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "Managed Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
 - b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

- B. **Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
 - i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
 - ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
 - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
 - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
 - v. Dry pipe pre-action fire detection and suppression systems are provided.
 - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. **Responsibilities of Customer.**
 - i. Customer shall promptly pay all Software as a Service fees.
 - ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
 - iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop

environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.

- iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
- v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

D. Software Solution Components.

- i. **Description of Software Solutions.** Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
- ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.
 - a. Core Package
 - (i) Communication
 1. Manages all inbound and outbound traffic to and from endpoints
 2. Outbound routing optimization
 3. Route analyzer
 4. AES256 bit encryption of radio messages
 5. Reports and metric details of network performance and troubleshooting aids
 6. Management of RF equipment (base stations and endpoint radios)
 - (ii) Data Collection
 1. Missing read management
 2. Management of duplicate reads
 3. 60 day temporary storage
 - (iii) Application integration
 1. To Sensus Analytics applications
 2. Enable 3rd party application integration
 3. Batch CMEP file export
 4. Real-time access through MultiSpeak
 - (iv) Endpoint Management
 1. Gas, water, electric, lighting concurrent support
 2. Remote configuration
 3. Remote firmware updates
 4. Reports, metrics and Troubleshooting
 - (v) User Management
 1. Secure access
 2. Password management
 3. Definable user roles
 4. User permissions to manage access to capabilities
 - b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:
 - (i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., Multispeak, CMEP, etc.).
 1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
 2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.
 - (ii) Customer Responsibilities:
 1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
 2. Establish the network and security required for the two systems to reasonably communicate.
 3. Verify integration to third party system functionality is working as intended.
 - (iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

3. Sensus Analytics

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

- A. Essential Package.** The Essential Package of the Sensus Analytics Application shall consist of the following modules:
- i. Device Access
 - a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
 - b. Allows a view of the meter interval or register reads.
 - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
 - d. Allows the current and historical data to be viewed.
 - e. Allows the current usage to be compared to historical distribution averages.
 - f. Allows the user to see the meter location on a map view.
 - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
 - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).
 - ii. Meter Insight (provides the following)
 - a. # of active meters.
 - b. # of orphaned meters with drill down to the list of meters.
 - c. # of inactive meters with usage drill down to the list of meters.
 - d. # of stale meters with drill down to the list of meters.
 - e. # of almost stale meters with drill down to the list of meters.
 - f. # of meters where no read is available with drill down to the list of meters.
 - g. # of meters with maximum threshold exceptions with drill down to the list of meters.
 - h. # of meters with minimum threshold exceptions with drill down to the list of meters.
 - i. # of unknown radios with drill down to the list of meters.
 - iii. Report Access
 - a. Allows the user to see meter alarms and choose a report from a list of standard reports.
 - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
 - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
 - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
 - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
 - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
 - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
 - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
 - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
 - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.
 - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
 - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered Created as of parameter.
 - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI. Users must enter which billing request file prior to running the report.
 - n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
 - iv. Billing Access
 - a. Initiate the creation of billing export files formatted to the import needs of the billing system.
 - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
 - c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.
 - d. Will store created billing files for a period of three years unless otherwise denoted.
 - e. The system will allow creation of test files before export to the billing system.
 - v. Billing Adaptor
 - a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.
 - vi. Data Store
 - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
 - b. Stored data is available online for reports and analysis.
 - c. Data will be retained for 3 years. Additional duration can be purchased.
- B. Enhanced Package.** The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:
- i. Alarm Insight
 - a. Allows the user to summarize and filter alarms by a date range.
 - b. Allows the user to review all alarm types on a single screen.
 - c. The user can filter out the alarms not wanted on the screen.
 - d. Alarm totals can be visualized.
 - e. Adds a view of trending alarms over time.
 - f. Click to drill down on an alarm to gain more information on specific events.
 - g. Click to analyze a specific event on a particular device.
 - ii. Alert Manager
 - a. Allows creation of alert groups who will be notified when an alarm occurs.
 - b. Users can manage alert groups by adding and removing group members.
 - c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).

- d. Allows creation of an alert from the available system events from smart points and assign to a group.
- e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.

C. Integration of Sensus Analytics. Sensus shall provide integration support services to Customer only to the extent specifically provided below:

- i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end user name, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
- ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).
- iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
- iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
- v. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**
- vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
- vii. **Customer Acknowledgements.**
 - a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
 - b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
 - c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
 - d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
 - e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

4. Third Party Software.

A. RedHat Linux. If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

Exhibit B Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AML, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Salesforce ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into Salesforce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

A. Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Salesforce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. Response and Resolution Targets.

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	<ul style="list-style-type: none"> Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into Salesforce Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	<ul style="list-style-type: none"> Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into Salesforce Knowledge Base.
3	1 Business Day	30 business days	<ul style="list-style-type: none"> Answer to question is provided. Satisfactory workaround is provided. Fix or workaround incorporated into Salesforce Knowledge Base. Fix incorporated into future release.

6. **Problem Escalation Process.**

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
 - 6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
 - 6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Salesforce ticket number and the reason why the issue is being escalated.
 - 6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Salesforce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions.**

- 7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.

****Spectrum Lease Agreement****

Frequently Asked Questions

Do we need to complete a spectrum lease agreement if we do not use a FlexNet system?

Yes. It is not only FlexNet that requires an FCC lease. Any radio frequency (spectrum) used by our reading systems, including Touch-read and Radio-read systems, must have a spectrum lease on file with the FCC.

Is there any additional cost associated with the spectrum lease?

No. There is no additional cost to you for the spectrum lease. Any amount allocated to the spectrum lease is paid from the ongoing support already being paid by you.

Do I have to complete this spectrum lease agreement annually?

No. The spectrum lease agreement needs completion one time only. So long as the spectrum is being utilized for Sensus equipment, Sensus will renew the lease indefinitely on your behalf.

When does the lease expire?

There is no definitive expiration on your end. Your lease will last as long as Sensus' license does with the FCC, provided you are still using it for Sensus equipment

What is a Customer FRN?

A Customer FRN is an FCC Registration Number. This field can be left blank if it is unknown. An FRN will be issued by the FCC when we file on your behalf for a spectrum manager lease using your Tax ID.

Which Tax ID should I provide?

The FCC needs the nine digit FEIN (Federal Employers Identification Number) to issue an FRN. A tax exempt number cannot be used.

What does "Name of Real Party in Interest" on the form mean?

A "Real Party in Interest" means the legal entity ultimately responsible for your operations. In most cases, there is no other "Real Party in Interest," in which case the box is left blank. Some examples, however, include a parent company or principle shareholder of the leasing party.

Do I need to provide Additional Contact Information (Section 2)?

Not necessarily. Additional contact information is only applicable if it differs from Section 1. If not applicable, this section may be left blank.

What is FCC Form 602 and how do I know if there is an FCC Form 602 on file?

FCC Form 602 is ownership disclosure information for wireless telecommunications services. Unless you know you have previously filed a Form 602, you can safely assume there is not one on file. The ownership disclosure information will be collected in the body of the spectrum lease agreement and Sensus will file the Form 602 on your behalf.

Who should be designated as the Individual Contact for FCC matters?

The individual contact should be someone who can answer questions from the FCC about the use of the spectrum. The Director of Public Works or similar person is typically the most appropriate.

What is needed in the Ownership Disclosure Information Section?

The names of your governing body need to be listed (i.e. each member of your board, council, committee or other governing body). Each member needs to be marked yes or no in the “US Citizen?” column. It is atypical, however if any member has ownership interests or operational control exceeding 10% in any entity regulated by the FCC, the box should be marked yes and an explanation must be attached defining the percentage of ownership. If there are no ownership interests exceeding 10% needing to be disclosed, the boxes should be marked no. Individual signatures of governing members are not required.

If we are not a government entity, do we need to complete the ownership disclosure section?

Yes. ***Every*** entity must complete the ownership disclosure section. You may cross out the existing designation and write the appropriate administration of each member (ie: Commission, Council, Superintendent, Manager, etc.).

Do I need to mail a hard copy?

No. Scanned or faxed agreements are perfectly acceptable and preferred for efficiency. Scanned agreements should be emailed to shannon.hearns@sensus.com or faxed to Shannon Hearn at 866-670-8821.

Where do I mail a hard copy requesting full execution and return?

Please mail to the attention of Shannon Hearn at Sensus USA, 8601 Six Forks Rd., Suite 700, Raleigh, NC 27615.

Who can I contact if I need help completing the forms?

Shannon Hearn is more than happy to answer questions and assist in completing the forms. She can be reached via phone at 702 353 9220 or email shannon.hearn@sensus.com.

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert West, Director of Public Works
Subject: Settlers Park - Mountain Bike Kids Loop
Date: October 28, 2020

Recommended Action

Approve the proposed mountain bike kids loop construction within Settlers Park

Discussion

The Motor City Mountain Bike Association has reached out with a proposal for the final development of the proposed Settlers Park mountain bike trail.

The proposed development consists of a 500' long encircled figure-eight with 6-8 small wooden features spread over the loop. Proposed features include small bridges a few inches above the ground, small wooden berms, and boardwalks on the ground. Features would be wide (32-36") and short (4-8') made of new treated decking along with a base made of new or repurposed treated wood. Other materials could be used also. The wooden features would be secured to buried 4x4 posts that would keep them from moving around unintentionally or being moved intentionally. The proposed loop would have one section (about 50') that would cut through the taller grass area that would be mowed 6' wide and would not contain any features, as it would serve as a kind of a mild "trail" experience for children. All these structures would be safe for children and adults to ride bikes on but would be intended for young children on strider type bikes to navigate.

If Approved by the Township Board, the path will be constructed at no cost to the Township.

Financial Impact

Is a Budget Amendment Required? Yes No

Attachments

MCMBBA Settlers Kids Loop.pdf

Settlers Park Trail Map.pdf

Settlers Kids Loop Proposal

Goal: To build a small (500' or so) loop at Settlers Park for kids to enjoy, designed with wooden or other material features for children to bicycle on. Suitable for children on strider bikes up to young elementary.

Location: The mowed area behind the bathrooms adjacent to the parking area and retention pond (see below map).

Plan: The loop would be an encircled figure-eight with 6-8 small wooden features spread over the loop. Features include small bridges a few inches above the ground, small wooden berms and boardwalks on the ground. Features would be wide (32-36") and short (4-8') made of new treated decking along with a base made of new or repurposed treated wood. Other materials could be used also. The wooden features would be secured to buried 4x4 posts that would keep them from moving around unintentionally or being moved intentionally. The loop would have one section (about 50') that would cut through the taller grass area that would be mowed 6' wide and would not contain any features. It would serve as a kind of a mild "trail" experience for children. All these structures would be safe for children and even adults to ride bikes on, but would be easy for young children on strider type bikes to navigate.



Reasons: With the popularity of the park's play structure, pavilion, paved trail and natural surface trail we feel that having a small children's loop would contribute to the family-friendly, passive recreation purpose of the park. Many young kids bring bikes to the park and ride up

and down the paved trail causing congestion near the pavilion and play structure. Having an alternative for young kids to enjoy in view of the pavilion and near the play area would be helpful in both alleviating the congestion and would add recreational value to the park. This would give kids another opportunity to be active, enjoy the outdoors and have something to challenge them.

Costs: The MCMBA, in conjunction with other local organizations and donors, will cover the costs for the wooden structures, their installation and their maintenance. Being that most of this area is already mowed by the township, the only additional responsibility for the township would be occasionally weed whipping and an extra pass or two on the “trail” section with a mower. The township has the discretion to place signage for identification and use.

Design: This loop would be based on the award-winning design of the [Sapling Loop](#) found in Lakeshore Park in Novi. The main differences would be that our loop would not need the weed blocking layer or layer of limestone. After consulting with the builders of the Sapling Loop, they regretted installing this as it pools moisture and inhibits drainage, making the area muddy. The Settlers location has wonderful drainage that we do not want to inhibit. This would greatly reduce the costs of the build. The trail itself would be initially roto-tilled and would then wear in with usage, similar to the Loop 3 of the mountain bike trail adjacent to the area of interest. Below please find a link to a video of the Sapling Loop made by Doug Lapp and featuring his daughter Maddy and her determination to ride the loop “cleanly”—that is, without having to put her foot down. Notice that the Sapling Loop is safe but can be challenging for young riders, and that this challenge builds perseverance and fitness in children: these are traits that have a positive impact on children’s development.

Video: [Maddy MTB- Sapling Loop](#)

Name: This would be up to the township. Suggested names are “Little Settlers Loop” or “Young Pioneers Loop.”

Note: The Sapling Loop at Lakeshore Park is found in a corner of the park well away from most of the other park features, with park-goers often unaware of its existence. We feel that the Settlers Park kids loop will have immediate and daily use due to its proximity to the bathrooms, pavilion, parking lot and play structure.

Proposal: We (the Trail Coordinators of Section 21 Trails at Settlers Park) ask permission from the Hartland Township to design and build this small loop under the present MOU with the intention to have it ready by May of 2021, funds permitting.

Thank you for your consideration: Marc Cope, Elliot Klein, Tom Hermann

Settlers Park Trail Map



Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Andrew Kumar, Project Coordinator

Subject: Water System Update

Date: October 30, 2020

Recommended Action

Board review, questions and discussion

Discussion

Manager West will provide an update on the water system. Any pertinent attachments will be sent under separate cover.

Attachments

None

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert West, Director of Public Works

Subject: To consult with the Township Attorney regarding trial or settlement strategy

Date: October 28, 2020

Recommended Action

Move that the Township Board adjourn to closed session to consult with its attorney regarding trial or settlement strategy in connection with the following case, for the reason that an open meeting would have a detrimental financial effect on the litigating or settlement position of the Township: Hartland Township vs. Ronald R. Broden, Livingston County Circuit Court Case No. 18-030064-CZ

Discussion

The written legal opinion of the Township Attorney will be forwarded to the Board under separate cover.

Attachments

None

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Troy Langer, Planning Director

Subject: Site Plan with Special Land Use Application #23-006 Grumlaw Church Child Care Center and Amendment to Planned Development Agreement

Date: June 28, 2023

Recommended Action

Move to approve Special Land Use Application #23-006, a request to establish a child care center and amend the Planned Development Agreement as outlined in the staff memorandum dated June 28, 2023.

The recommendation for approval is based on the following findings:

1. The proposed special land use, child care center, meets the intent and purposes of the Ordinance as well as the specific Special Use standards outlined in Section 6.6 (Special Uses) and Section 4.12 (Adult Care and Child Care Facilities). A child care center at the subject property is only permitted with a special land use permit.
2. The proposed use is compatible with the existing and future land uses in the vicinity.
3. The proposed use is compatible with the Hartland Township Comprehensive Plan, which designates this area as Medium Suburban Density Residential. The intent of this designation is to accommodate single-family residential developments on large lot homesites and could allow for a child care center as a special land use.
4. The proposed child care center is located in an existing church building, which is currently served by private on-site well (water) and septic system. The proposed use will be adequately served by existing essential facilities and public services, and the Fire Department has no objection.
5. The proposed use will not be detrimental, hazardous, or disturbing to the existing or future neighboring uses, persons, or the public welfare. The child care center is located in an existing church building. The proposed outdoor playground will be fenced.
6. The proposed use will not create additional requirements at public cost for public facilities as the church building, where the proposed child care center is to be located, is currently served by private on-site well (water) and septic system.

Approval of Site Plan with Special Land Use Application #23-006 is subject to the following conditions

1. The proposed special land use, a child care center, is subject to approval by the Township Board.
2. The applicant shall adequately address the outstanding items noted in the Planning Department's memorandum, dated June 15, 2023. Revised plans, if necessary, shall be subject to an administrative review by the Planning staff prior to the issuance of a land use permit.
3. A land use permit is required for the proposed special land use.

4. An Amendment to the Planned Development Agreement is required and is subject to the requirements of the Township Attorney.
5. Applicant complies with any requirements of the Department of Public Works Director, Township Engineering Consultant (SDA), Hartland Deerfield Fire Authority, and all other government agencies, as applicable.
6. (Any other conditions the Planning Commission deems necessary)

Discussion

Applicant: Mark Frego

Site Description

The Planning Commission recommended approval of the Special Land Use Permit and the amendment to the Planned Development at the June 22, 2023, regular meeting.

The applicant intends to establish a child care center at 8457 Highland Road, in an existing church building (Grumlaw Church), which is in Section 19 of the Township (Parcel ID #4708-19-300-020). The building is approximately 36,744 square feet in area per the Township Assessing records. A paved parking lot currently serves the site with 424 parking spaces.

The property is approximately 40.7 acres in size and is zoned PD (Planned Development). The church building, parking areas, and stormwater facilities are in the south portion of the site. The remaining land to the west and north is generally undeveloped but has a woodchip trail system that runs from the church parking lot and wraps around Walnut Ridge Estates Planned Development to the north.

Adjoining properties directly to the north are zoned PD (Planned Development), and are part of Walnut Ridge Estates, a single-family residential Planned Development. To the east is Hartland Estates, a single-family Planned Development. Surrounding properties on the west and north are zoned CA (Conservation Agricultural). The Villas of Hartland Planned Development, a recently approved single-family residential condominium development, will also be west of the church property.

The 2015 Future Land Use Map (FLUM) designates this parcel as Medium Suburban Density Residential. The 2020-2021 Amendment to the FLUM has this same designation.

Overview and Background Information

Following is a summary of the history of the property.

Crestwood (2005)

In 2005, the original parcel, approximately 76.2 acres, was the location of Crestwood, a planned development of 80 single-family units by Ivanhoe-Huntley. Crestwood received a recommendation for final approval from the Planning Commission in October 2005 and final approval from the Township Board in November 2005. The parcel was rezoned from CA (Conservation Agricultural) to PD as part of that approval. A 20-year sewer assessment was obligated to the property for 80.0 REU's. Construction on the project never commenced, but the parcel retained its PD zoning designation and the sewer obligation remained.

The River Community Church (2013)

The River Community Church purchased the subject parcel (76.2 acres) in 2009 and presented a conceptual planned development plan to the Township in 2013 under Site Plan Application #511-C. The planned development request included the church building, parking, detention basins, and driveway on the southern portion of the site. A running/workout trail is shown starting from west church parking lot and traveling north of the church site. The northern portion of the site is labeled as “Future development.” Recreational areas are also included as part of the future development. The project was intended to be built in phases with the construction of the church to occur first and the development of the residential component and/or recreational areas to occur in the future. Future expansion to the church building could be part of a future phase as well. The site plans for the church were developed in anticipation of a future residential use. The easterly church driveway was designed to the specifications of a private road which now provides access to Walnut Ridge Estates. Infrastructure was designed to accommodate future extensions to serve a residential development. The plans did not show a conceptual layout for a residential development.

The River Community Church Planned Development (PD) project was approved by the Township Board in August 2013 under Site Plan Application #511. As part of the project, the Township and the developer entered into a Planned Development Agreement on August 20, 2013. The PD Agreement outlines the allowed uses for the PD as well as the developer’s and Township’s obligations for future expansions. Future expansions would require additional approvals and amendments to the PD plan and PD Agreement. The church facility was constructed between 2013 and 2014 and opened in March 2015. At some point the name of the church changed to Venture Church.

Walnut Ridge Estates PD (2015)

In 2015, an application was submitted for a 64-unit single-family condominium development with an option for a 65th unit, known as Walnut Ridge Estates Planned Development. The proposed residential development is north of the Church complex. The planned development project was reviewed under Site Plan Application #530 which was approved by the Township Board on March 15, 2016. This project was considered an amendment to the original PD Agreement and site plans of The River Community Church PD. The original PD Agreement was amended as part of this request as noted below. A Master Deed and Condominium By-Laws for Walnut Ridge Estates Condominiums were also required. This development was completed in 2022, with 65 condominium units.

1st Amendment to the PD Agreement (2016)

The first amendment to the PD Agreement, dated April 20, 2016, outlines the specifics of the residential development (Walnut Ridge Estates PD) including phasing of the construction of the condominium units, future site improvements, and obligations of the Developer (Venture Church), the Residential Developer (Walnut Ridge Estates, LLC), and the Township.

Request and Project Summary

The applicant is requesting site plan with special land use approval for child care center at 8457 Highland Road. The proposed child care center use is considered a Special Land Use. In addition, the applicant is requesting to amend the Planned Development Agreement (2013) to eliminate the developer’s obligation to install a sidewalk and boardwalk along the frontage of the property along Highland Road. These two (2) requests will be reviewed separately in this memorandum.

REVIEW OF PROPOSED SPECIAL LAND USE– Child Care Center

Based on the applicant’s explanation, the request is to establish a child care center (Grumlaw Child Care Center) in the existing church building at 8457 Highland Road. The intent is to use existing classrooms in the west wing of the building for the child care center, as shown on the submitted floor plan. A fenced playground area is shown on the northwest side of the building.

A phased approach is proposed for the child care center, with Phase 1 having preschool age children; Phase 2 will add toddlers and infants; and Phase 3 will include before and after care for elementary age children. At the Phase 3 stage, the child care center will include children ages birth through thirteen (13) years old, with a maximum allowed total of 112 children, per State licensing regulations.

The applicant estimates a total of twenty-five (25) employees at maximum capacity (Phase 3), including part-time workers. The child care facility is open Monday through Friday, from 7:30 a.m. to 6:00 p.m.

Each family will park their car and walk the children into the building, via the main building entrance on the west side of the building. Pick-up is the same scenario of parking and picking up the child from the building. The proposed vehicular circulation plan shows ingress into the site via the eastern driveway and egress via the western driveway. Parking is provided west of the building.

A separate outdoor, fenced, playground area is northwest of the building, and has a double gate. The fenced playground area is approximately 66 feet by 74 feet. The black aluminum fence is four (4) feet in height. A land use permit for the fence was issued on May 25, 2023, under Land Use Permit #23-140, to be used initially for a playground area for children associated with current church activities.

The applicant has noted that there is one (1) unique usage week for Kids Summer Camp, where additional children from the community will be added to the daily number of children on-site for that week. The additional children will be dropped off in the morning using the existing east entrance off Highland Road, with a drop-off at the main building entrance (west side of building). The child care children will be included in the summer camp.

The Definitions section of the Zoning Ordinance (Section 2.44.A.) defines **Child care center or day care center** as the following:

A facility other than a private residence, receiving more than six (6) preschool or school age children for group day care for periods of less than twenty-four (24) hours a day, and where the parents or guardians are not immediately available to the child. It includes a facility which provides care for not less than two (2) consecutive weeks, regardless of the number of hours of care per day. The facility is generally described as a child care center, day care center, day nursery, nursery school, parent cooperative preschool, play group, or drop-in center. "Childcare center" or "day care center" does not include a Sunday school conducted by a religious institution or a facility operated by a religious institution where children are cared for during short periods of time while persons responsible for such children are attending religious services.

The subject property was approved as a Planned Development and has a Planned Development Agreement as part of their approved plan. Per the 2013 Planned Development Agreement, use of the church facility will be limited to and include all activities typical of a church. The Site Plan Review Committee of the Planning Commission held an informal meeting with the applicant on May 3, 2023 to discuss the project. The Committee determined that a child care center is consistent with the 2013 Planned Development Agreement language and is an activity typical of a church.

A child care center is considered a Special Land Use in several zoning districts, and subject to the criteria and standards contained within Section 6.6 (Special Uses) and Section 4.12 (Adult Care and Child Care Facilities) of the Township Zoning Ordinance. This request will be treated similarly, as a Special Land Use. The request also requires site plan approval thus there are two application elements: special land use and site plan approval for the proposed child care center. Although there are technically two elements, all are

incorporated into one, combined site plan which will be reviewed and approved concurrently. Modifications to the site layout are proposed which will be reviewed as part of the site plan review.

Per the Hartland Township Zoning Ordinance and the State Enabling Act, a public hearing is required for the special land use application. Given the requirements for publishing a notice for the special land use, the public hearing has been scheduled for the June 22, 2023, Planning Commission meeting.

Request and review of the plans

The applicant is requesting site plan with special land use approval for child care center at 8457 Highland Road. The proposed child care center is considered a Special Land Use.

The proposed child care center is to be housed in existing classrooms rooms in the west wing of the church building. No interior changes are proposed on the submitted floor plan. A fenced playground area is shown, in the northwest corner of the building, that includes a four (4) foot high black, aluminum metal fence, and one (1) double gate. Changes to the existing parking lot are not proposed.

Following is a summary of the project.

Exterior modifications of the site

The applicant provided a site plan which shows the proposed fenced playground. The fencing was approved under Land Use Permit #23-140, with the condition that approval of the fence did not include approval of a child care center.

Approval Procedure for Child Care Center

The proposed use, child care center, requires approval from the Township Board for the special land use. The Planning Commission will review the special land use and make a recommendation to the Township Board.

The project also requires the site plan to be reviewed by the Planning Commission who will make a final decision on the site plan. The plans will be reviewed using applicable development standards associated with uses related to Adult Care and Child Care Facilities (Section 4.12) and all applicable zoning standards in the Zoning Ordinance.

SPECIAL LAND USE REVIEW – General Standards

In accordance with Section 6.6, Special Uses, of the Hartland Township Zoning Ordinance, the following standards shall serve the Planning Commission and Township Board as the basis for decisions involving such uses. The standards are provided below, and the applicant has submitted a letter, dated May 31, 2023, which addresses the special use criteria.

- A. Be harmonious and in accordance with the objectives, intent, and purposes of this Ordinance.
- B. Be compatible with the natural environment and existing and future land uses in the vicinity.
- C. Be compatible with the Hartland Township Comprehensive Plan.
- D. Be served adequately by essential facilities and public services, such as highways, streets, police and fire protection, drainage ways and structures, refuse disposal, or that the persons or agencies responsible for the establishment of the proposed use shall be able to adequately provide any such service.
- E. Not be detrimental, hazardous, or disturbing to the existing or future neighboring uses, person, property, or the public welfare.
- F. Not create additional requirements at public cost for public facilities and services that will be detrimental to the economic welfare of the community.

The Planning Department believes the proposed use can and will meet the criteria listed above for the special land use request. The applicant has provided responses to the Special Land Use general standards as an attachment, dated May 31, 2023. The applicant will be responsible for all applicable approvals and permits from other agencies and departments for the proposed use.

SPECIAL LAND USE REVIEW – Applicable Site Standards

In addition to a finding by the Planning Commission and Township Board that the criteria above have been satisfied, the Use Standards of Section 4.12, Adult Care and Child Care Facilities, apply. Those standards are listed below, followed by staff’s findings on each standard.

Adult Care and Child Care Facilities (Section 4.12)

1. Licensing. In accordance with applicable state laws, all such facilities shall be registered with or licensed by the Department of Social Services and shall comply with the minimum standards the State of Michigan has outlined for such facilities.

The applicant has stated the child care center will be licensed with the State of Michigan.

2. Setbacks. Buildings housing adult or child care facilities shall have a minimum side yard setback of at least forty (40) feet.

The existing building meets this setback.

3. Location. The group day care home shall not be located closer than 1,500 feet to any of the following:
 - A. Another licensed group day-care home.
 - B. Another adult foster care small group home or large group home licensed under the Adult Foster Care Facility Licensing Act.
 - C. A facility offering substance abuse treatment and rehabilitation service to seven (7) or more people under Article 6 of the Public Health Code.
 - D. A community correction center, resident home, halfway house, or other similar facility which houses an inmate population under the jurisdiction of the department of corrections.

These standards do not pertain to a child care facility.

4. Fencing. Appropriate fencing shall be provided for the safety of children in the group daycare home, as determined by Hartland Township.

Four (4) foot high, black aluminum fence with a double gate, is shown around the playground.

5. Property. The property shall be maintained consistent with the visible characteristics of the neighborhood.

The proposed modifications to the site are minimal and are consistent with the visible characteristics of the neighborhood. The church building shields the view of the fenced playground area when viewing from Highland Road.

6. Hours of Operation. A group day-care home shall not exceed 16 hours of operation during a 24-hour period.

The hours of operation are from 7:30 a.m. to 6:00 p.m., Monday through Friday.

7. Parking. Off-street parking shall be provided for employees and shall meet the requirements of Section 5.8, Off-Street parking Requirements.

Parking calculations are provided below, using the data from the applicant and parking standards for Day Care Center and Church uses as outlined in Section 5.8.

8. Compliance. A State licensed or registered family or group day-care home that operated before March 30, 1989, is not required to comply with the above requirements.

Not applicable to the proposed child care center.

9. In the NSC, Neighborhood Service Commercial District, the outdoor recreation area for adult care centers, child care centers, preschool and day care centers shall be in the rear or side yard only.

The site is zoned PD (Planned Development) thus these regulations do not apply.

SITE PLAN REVIEW – Applicable Site Standards

The applicable site standards include those standards related to the proposed use, child care center, as outlined in Section 4.12 of the Zoning Ordinance, as discussed above; and all applicable zoning standards in the Zoning Ordinance.

In this case the applicant intends to establish a child care center in an existing church building and interior renovations are not proposed.

The relevant section of the Zoning Ordinance is discussed in the next section.

Off-Street Parking (Sec. 5.8.4.H. – Day Care Centers and Churches)

This section discusses parking requirements for Phase 3 of the child care center when the enrollment could be a maximum of 112 children.

The parking formula for a day care center is one (1) space per employee plus one (1) space per 8 children. For a church, the required parking is one (1) space for each three (3) seats. The parking requirements are summarized in the chart below:

Required parking spaces DAY CARE USE	Required parking spaces CHURCH USE	TOTAL required	Existing parking spaces
39 spaces (25 employees; + 112 children ÷ 8 = 14 spaces)	276 spaces* (830 seats ÷ 3 = 276 spaces)	315 spaces	424 spaces plus 63 deferred parking spaces

- Meets Requirement: Yes
- Comments: *Typically parking demands for church services would occur on the weekend and the proposed child care center operates Monday through Friday.

REVIEW OF REQUEST TO AMEND THE PLANNED DEVELOPMENT AGREEMENT

Background Information

As part of the approval of The River Community Church Planned Development (SP #511- F), the developer (the Church) was obligated to provide several site improvements as outlined in the Planned Development Agreement (2013).

At the informal meeting held on May 5, 2023, the Site Plan Review Committee asked the applicant for an update on each item as part of the Special Land Use with Site Plan Application #23-006. The required site improvements are listed below, with an explanation of the current status of each item.

1. Install and maintain a running/workout trail with workout stations as depicted or described on the approved site plan.

The wood chip running/workout trail has been installed.

2. Install, maintain, repair and/or replace the storm water management facilities to ensure that they continuously perform their designed function as part of the storm water drainage system for the development.

The approved site plan for the church site (SP #511- F) did not include curb and gutter around the parking lot as is typically required as part of a storm water management system. The proposed storm water management system for the site included sheet drainage from the paved areas, that was directed to vegetated bioswales along the south side of the parking lot. The bioswales were designed to improve water quality of the storm water from the parking areas prior to entering into the forebay of the detention basin near the west property line. Rip-rap check dams were installed within the bioswales. Per the approved landscape plan, the vegetated bioswales included a variety of perennial plants and shrubs whose purpose was to filter the storm water run-off prior to discharge. Plant material included grasses, sedges, and forbs.

Over time, the plant material in the bioswales transitioned entirely to mowed grass. The rip-rap check dams remained in place. Upon discovery of this change, the Township had concerns about the functionality of the storm water management system, given that the bioswale vegetation was now mowed lawn. The Township asked the church to provide a professional review of the current conditions of the storm water management system, and in particular the function of the swales, as a pre-treatment method for storm water run-off.

Boss Engineering Company provided a review letter dated October 15, 2018, stating that the mowed lawn (grass) swale was functioning as well as the originally design bioswale, based on their visual observation over the last two (2) years (exact observation timeframe was not provided).

At the May 3, 2023 meeting, the Site Plan Review Committee asked the applicant to provide a review letter from the Livingston County Drain Commissioner's office regarding the current status of the grass swale and its functionality in the overall storm water management system. Ken Recker, Chief Deputy Drain Commissioner, provided comments in an email dated May 31, 2023, stating

the grass swale is generally stable and functioning well, if not as an actual bioswale. Mr. Recker concurred with the findings of Boss Engineering, in the letter dated October 15, 2018.

An additional review was provided by the Township's former engineering consultant, Hubbard, Ross, and Clark (HRC), who was involved with the review of the storm water management system for the church property in 2013. In the email dated May 8, 2023, Mr. Darga from HRC notes that visually, the swale is functioning properly as the original bioswale was intended to do, and additional wetland plantings are not necessary.

3. Install a hard surfaced (i.e., no dirt or gravel) frontage pathway along Highland Road/M-59.

The Planned Development Agreement (2013) outlines the developer's (Church's) obligation to install a frontage pathway in Article 2, sub-section 2.13. Per the Final Plan (SP #511-F) a 10-foot-wide "future bike path" is shown along the frontage of Highland Road. The pathway has not been installed as of the date of this memorandum.

Based on information provided by the applicant, the requirement to install a running trail has been fulfilled. The storm water management system is functioning as it was intended to do, utilizing grass swales in place of bioswales, per the review of the system by three different professionals.

The last item on the list is the pathway along Highland Road, which has not been installed. Grumlaw Church submitted a written request, dated May 31, 2023, to eliminate this requirement from the Planned Development Agreement. The applicant's reasons for the request are outlined in the letter dated May 31, 2023. The letter is provided as an attachment.

This request is considered an amendment to the Planned Development Agreement from 2013, specifically as outlined in Article 2 – Developer's Obligations, subsection 2.13. As part of the discussion of the pathway obligation, staff was directed by the Site Plan Review Committee to review the history of a pathway along Highland Road for Hartland Estates Planned Development, Phase 1 and 2, which is discussed below.

Hartland Estates Planned Development Pathway

Hartland Estates development (Phase 1 and 2) is located east of Grumlaw Church and has frontage along Highland Road, from the east property line of the church property to Cullen Road. A portion of Phase 2 of Hartland Estates is directly adjacent to the east property line of Grumlaw Church.

Phase 1 of Hartland Estates Planned Development is the eastern portion of the development, with frontage along Highland Road and Cullen Road. The site plans for Phase 1 were reviewed under Site Plan Application #223 in 1997. Phase 1 has 86 site condominium units. The site plans did not show a pathway along the Highland Road frontage, nor was a pathway discussed in the staff memorandums associated with SP #223. Phase 1 of Hartland Estates was approved by the Township Board on August 5, 1997.

Phase 2 of Hartland Estates was reviewed under SP #302, and approved by the Township Board on October 2, 2001, for an additional 69 site condominium units. This is the western portion of the development, with frontage along Highland Road, and sharing a common property line with Grumlaw Church. A pathway along Highland Road was discussed under SP #302 and is shown as a 10-foot wide asphalt pathway on the submitted plans. Per the plan, the pathway along Highland Road starts at the west property line of Phase 2 of Hartland Estates (and abuts the east property line of the church property) and ends at the western boundary of Phase 1. Other site plans (from SP #302) show a landscaped berm along the frontage of Highland Road, approximately in the same location as the pathway. The pathway is not shown on those plans. It is unclear how the pathway could be installed due to the conflict with the berm and limited level

area near the right-of-way of Highland Road. As it turns out, the pathway was not installed, and it appears to not be a requirement of Hartland Estates PD Phase 2. The file documents do not include any insights as to why the pathway was not required or installed. One might assume that spatial constraints and the conflict with the landscaped berm could have been reasons for not building the pathway.

Approval Procedure for the request for Amendment to the Planned Development Agreement

The applicant's request to eliminate the obligation of the developer (Church) to install a frontage pathway along Highland Road is considered an amendment to the Planned Development Agreement. The amendment to the PD requires a recommendation from the Planning Commission to the Township Board. The Township Board makes the final decision.

If approved, an Amendment to the Planned Development Agreement is required, which is subject to the requirements of the Township Attorney.

Other Requirements-Zoning Ordinance Standards

Nothing additional at this time.

Hartland Township DPW Review

No comments at this time.

Hartland Township Engineer's Review (SDA)

No comments at this time.

Hartland Deerfield Fire Authority Review

Please see the email from the Hartland Deerfield Fire Authority, dated April 25, 2023.

Attachments:

1. Hartland Deerfield Fire Authority email dated 04.25.2023 – *PDF Version*
2. Applicant's summary dated 05.31.2023 – *PDF Version*
3. Planned Development Agreement Article 2 subsection 2.13 – *PDF Version*
4. Section 4.12 Adult and Child Care Facilities – *PDF Version*
5. Boss Engineering letter dated 10.15.2018 – *PDF Version*
6. HRC email dated 05.08.2023 – *PDF Version*
7. Ken Recker, LCDC, email dated 05.31.2023 – *PDF Version*
8. Floor plan and site plan – *PDF version*
9. Fence details – *PDF version*
10. Vehicular circulation plan– *PDF Version*
11. Grumlaw Church Letter 05.31.2023– *PDF Version*

CC:

SDA, Twp Engineer (via email)
Mike Luce, Twp DPW Director (via email)
A. Carroll, Hartland FD Fire Chief (via email)

T:\PLANNING DEPARTMENT\PLANNING COMMISSION\2023 Planning Commission Activity\Site Plan Applications\SUP #23-006 GrumlawChild Care\ Staff Reports\Planning Commission\SUP #23-006 TB staff report 06.28.2023.docx

Martha Wyatt

To: Martha Wyatt
Subject: Grumlaw Church Daycare Plan

From: Jon Dehanke <jdehanke@hartlandareafire.com>
Sent: Tuesday, April 25, 2023 9:11 AM
To: Troy Langer <TLanger@hartlandtwp.com>
Subject: Re: Daycare Plan

No issues with Grumlaw's preschool / daycare, met with them yesterday.

Jon Dehanke, Captain / Fire Inspector
Hartland Deerfield Fire Authority
3205 Hartland Rd. Hartland, MI 48353
Phone: (810) 632-7676
[Email:jdehanke@hartlandareafire.com](mailto:jdehanke@hartlandareafire.com)



May 31, 2023

According to Michigan Licensing and Regulatory Affairs and Michigan Department of Education, nearly one half of Michigan families live in a community without enough childcare options. In response, the State of Michigan is pursuing the addition of 500 new childcare centers per year for the next two years - 1000 total. In an effort to serve our community and utilize our existing kids space, Grumlaw is submitting a special use permit application for the approval to open a childcare center.

Scope

Total Capacity: 112 students per State licensing regulations. Ages birth through 13 years old (before and after school care).

Phased approach based on community response and room availability

Phase 1: Preschool age

Phase 2: The addition of toddlers and infants

Phase 3: The addition of before and after care for elementary age children

Total Daycare Employees: Up to 25 at max capacity and including part time status. Monday through Friday usage.

Current Grumlaw Employees: 19 with a mix of full time and part time status and a set work week of Sunday through Thursday. One morning per week all staff is on site, balance of week average of 5 on site working.

Building Requirements: Existing space, with current west entrance access. The only external change to the building will be a fenced playground located on the north west side of the building with no visibility from M-59.

Parking lot currently contains 424 spaces. Proposed center parents will park and enter the building to drop their child(ren) off each day. The only unique usage week will be our Kids Summer Camp week where we will add additional children from the community for part of the day. The additional children will be dropped off in the morning using the existing east entrance off M-59, with drop off at a main door entrance. The childcare center kids will be included in the camp.

Grumlaw Church

Page 2.

May 31, 2023

Planned Development Agreement Request:

Grumlaw Church is asking Hartland Township to remove the requirement from The River Community Church's Planned Development Agreement to install a 10-foot-wide sidewalk and boardwalk into the wetlands that would run along the frontage of the church property, along Highland Road. The reasons for this request are that this sidewalk will not connect anywhere, as to the west there is undeveloped wetlands with no connection, and to the east is Hartland Estates, an established subdivision that was not required to install such sidewalk. In addition, the grade running along Highland Road at Hartland Estates is so steep it would prevent a sidewalk from safely being constructed. We also feel extending a wooden boardwalk into the wetlands could potentially become a liability if someone was to fall off it. Lastly, we have had constituents strongly express disapproval of the church using their tithes to fund a sidewalk that requires maintenance and does not connect anywhere.

See attached from Livingston County Drain Commission Office regarding the bioswale condition.

Special Use Criteria Response:

1. The proposed child care center will meet the intent of the ordinance as well as the specific special use criteria.
2. The proposed child care center will utilize current, in place facilities, with the exception of a fenced playground located on the north west side of the building. The fence will not be visible from M-59.
3. The proposed use is within the existing comprehensive plan.
4. The proposed center will be located in the existing church facilities with required streets, utilizing public water and sewer that meets the proposed usage criteria. The Fire Department has reviewed the space and has no objections.
5. We do not anticipate any detrimental or hazardous impact to existing or future neighboring uses. The center is contained within existing facilities and the new playground.
6. The proposed use will not require any additional public facilities. All are in place.

the church building area shall be turned off no later than 10:00 p.m. each evening. The west parking lot lighting will also be turned off no later than 10:00 p.m. unless the facility is being used.

2.13 At such time as the Future Residential and/or Church/Recreation on the north portion of the Property is developed, or, if frontage pathways are installed along M-59 to abut either the east or west boundary of the Property adjacent to M-59, Developer will, at that time, install a hard surfaced (i.e. no dirt or gravel) frontage pathway along M-59. Developer shall also, at such time as the Future Residential and/or Church/Recreation is developed, extend the hard surfaced frontage pathway from M-59 north along the east boundary of the Property to the southern boundary of the Future Residential and/or Church/Recreation as depicted on the Site Plan..

2.14 The Developer will also make road improvements to M-59 as determined by the MDOT. This includes but may not be limited to the addition of right-turn tapers at both of the church's driveways, as well as extension of the center left turn lane.

2.15 Except as otherwise provided herein and in the attached exhibits, Developer shall adhere to the existing Zoning Ordinance of the Township.

Article III – Township's Obligations

3.1 The Township shall grant to the Developer and its contractors and subcontractors, all Township permits and authorizations necessary to bring all utilities including, without limitation, electricity, telephone, gas, cable, water, storm and sanitary sewer to the Property and to otherwise develop and improve the Property in accordance with the Site Plan provided that Developer has made all requisite filings and submissions, paid all requisite fees and provided that such utilities conform to applicable state, Livingston County and Township specifications. The Township shall not unreasonably delay providing or issuing permits, authorizations and submissions required in connection with the development and use of the Property in accordance with this Agreement. The Township shall cooperate with the developer in connection with the Developer's applications for any necessary county, state, federal or utility company approvals, permits or authorizations to the extent that such applications are consistent with the Site Plan and this Agreement.

3.2 All improvements constructed in accordance with this Agreement and the Site Plan shall be deemed to be conforming under the Zoning Ordinance of the Township in effect on the date of this Agreement.

Article IV – Mutual Obligations and Future Development

4.1 The parties understand and agree that Developer does not have specific plans for the Future Residential and/or Church/Recreation development phase on the northern portion of the Property and agree that such future development shall be limited to church, residential, and/or recreational uses. The parties further understand and agree that the Future Residential and/or Church/Recreation development will require an amendment to the Site Plan and may require an amendment to this Agreement, both of which must be first approved by the Township prior to development of the Future Residential and/or Church/Recreation area. The total land covered by the church building and its related land improvements in relation to the remaining northern portion of the land identified as Future Residential and/or Church/Recreation will be

representations of specified anatomical areas, specified sexual activities or obscene representations of the human form; and may not include animated or flashing illumination.

- J. Entrances to Sexually Oriented Businesses must be posted on both the exterior and interior walls, in a location clearly visible to those entering and exiting the business, and using clearly marked lettering no less than two (2) inches in height stating that: (1) "Persons under the age of 18 are not permitted to enter the premises," and (2) "No alcoholic beverages of any type are permitted within the premises unless specifically allowed pursuant to a license duly issued by the Michigan Liquor Control Commission."
- K. No product or service for sale or gift, or any picture or other representation of any product or service for sale or gift, shall be displayed so as to be visible by a person of normal visual acuity from the nearest adjoining right-of-way of a public street or private street or a neighboring property.
- L. Hours of operation shall be limited to 10:00 AM to 10:00 PM, Monday through Saturday. All Sexually Oriented Businesses shall remain closed on Sundays and legal holidays.
- M. All off-street parking areas shall comply with this Ordinance and shall be illuminated after sunset during all hours of operation and until one (1) hour after the business closes. The illumination shall be designed in accordance with Section 5.13, Lighting.
- N. Any booth, room or cubicle available in any Sexually Oriented Businesses, except an adult motel, that is used by patrons for the viewing of any entertainment characterized by the showing of specified anatomical areas or specified sexual activities shall:
 - i. Be handicap accessible to the extent required by law;
 - ii. Be unobstructed by any floor, lock or other entrance and exit control device;
 - iii. Have at least one (1) side totally open to a public, lighted aisle so that there is an unobstructed view of any occupant at all times from the adjoining aisle;
 - iv. Be illuminated such that a person of normal visual acuity can, by looking

into the booth, room or cubicle from its entrance adjoining the public lighted aisle, clearly determine the number of people within; and

- v. Have no holes or openings in any side or rear walls not relating to utility, ventilation or temperature control services or otherwise required by any governmental building code authority.
5. Conditions. Prior to granting approval for the establishment of any Sexually Oriented Businesses, the Planning Commission and Township Board may impose any such conditions or limitations upon the establishment, location, construction, maintenance, or operation of the special use as in its judgment may be necessary for the protection of the public interest. Any evidence bond or other performance guarantee may be required, as proof that the conditions stipulated in connection therewith will be fulfilled.

4.12 ADULT CARE AND CHILD CARE FACILITIES

The following regulations shall apply to adult care and child care facilities which provide care for seven (7) or more individuals:

1. Licensing. In accordance with applicable state laws, all such facilities shall be registered with or licensed by the Department of Social Services and shall comply with the minimum standards the State of Michigan has outlined for such facilities.
2. Setbacks. Buildings housing adult or child care facilities shall have a minimum side yard setback of at least forty (40) feet.
3. Location. The group day care home shall not be located closer than 1,500 feet to any of the following:
 - A. Another licensed group day-care home.
 - B. Another adult foster care small group home or large group home licensed under the Adult Foster Care Facility Licensing Act.
 - C. A facility offering substance abuse treatment and rehabilitation service to seven (7) or more people licensed under Article 6 of the Public Health Code.
 - D. A community correction center, resident home, halfway house, or other similar facility which houses an inmate population under the jurisdiction of the department of corrections.

1 Purpose and Introduction

2 Definitions

3 Zoning Districts

4 Use Standards

5 Site Standards

6 Development Procedures

7 Admin and Enforcement



- 4. Fencing. Appropriate fencing shall be provided for the safety of children in the group day-care home, as determined by Hartland Township.
- 5. Property. The property shall be maintained consistent with the visible characteristics of the neighborhood.
- 6. Hours of Operation. A group day-care home shall not exceed 16 hours of operation during a 24-hour period.
- 7. Parking. Off-street parking shall be provided for employees and shall meet the requirements of Section 5.8, Off-Street Parking Requirements.
- 8. Compliance. A State licensed or registered family or group day-care home that operated before March 30, 1989 is not required to comply with the above requirements.
- 9. In the NSC, Neighborhood Service Commercial District, the outdoor recreation area for adult care centers, child care centers, preschool and day care centers shall be in the rear or side yard only.

4.13 AIRPORTS AND RELATED USES

Airports, landing fields and platforms, hangars, masts, and other facilities for the operation of aircraft may be permitted subject to the following conditions:

- 1. Plan Approval. The plans for such facilities shall be approved by the Federal Aviation Agency (FAA) and the Michigan Department of Aeronautics prior to submittal to the Township for review and approval.
- 2. Minimum Standards. The standards established by the FAA and the Michigan Department of Aeronautics concerning obstruction to air navigation shall be complied with.
- 3. Clear Zones. All required "clear zones" (as defined by the FAA) shall be owned by the airport facility.
- 4. Aircraft and Vehicle Parking. Sufficient parking shall be provided for aircraft storage. Additional vehicular parking shall be provided for airport users, and for offices, restaurants, sales rooms, and other uses associated with the airport, subject to the requirements in Section 5.8, Off-Street Parking Requirements.
- 5. Approval from Utility Companies. The plans for such facilities shall be submitted to all utility companies serving the area, including companies that have communication towers within two miles of the proposed facility.

- 6. Setback. No portion of any landing strip or pad, runway, or similar facility shall be located closer than five hundred (500) feet to any parcel of land that is zoned or used for residential purposes excluding the CA District. The setback shall not apply to landing strips used for private, non-commercial use.

4.14 ASPHALT, TRANSIT MIX AND CONCRETE PLANTS

Concrete plants shall comply with the following regulations:

- 1. Setbacks. In order to reduce the effects of airborne dust, dirt and noise, plant equipment, stockpiles, truck staging areas, and similar operations shall be located no closer than one hundred (100) feet to any public or private road right-of-way line, no closer than one hundred (100) feet to any adjacent property lines, and no closer than five hundred (500) feet to any residence that is not zoned industrial.
- 2. Access. Asphalt, transit mix and concrete plants shall have direct access onto a paved principal arterial road. All driveways, loading areas, staging areas, and truck maneuvering areas within the site shall be paved.
- 3. Stacking Spaces. A minimum of five (5) stacking spaces large enough to accommodate the largest truck expected shall be provided on the premises for trucks waiting to be loaded. All stacking and waiting areas shall be contained on the site.
- 4. Layout. Concrete batch plants and operations shall be entirely enclosed within a building.
- 5. Outside Storage. Outside storage of materials other than sand, gravel and other natural materials used in the manufacturing process shall be prohibited. Sand and gravel storage and temporary storage of processed materials, where necessary, awaiting transport shall be enclosed on three sides with a wall or maintained landscaped berm. The location and size of sand and gravel storage areas shall be shown on the site plan. At no time shall stockpiles exceed fifteen feet in height.
- 6. Screening. Plant facilities, including parking and loading areas, shall be screened in accordance with Section 5.11, Landscaping and Screening. At the discretion of the Planning Commission, vegetative plantings or other means of sound absorption may be required to mitigate noise impacts.





3121 E. Grand River Howell, MI 48843
517.546.4836 fax 517.548.1670
www.bosseng.com

October 15, 2018

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

Re: The Venture Church, 8457 East Highland Road, Howell, Mi.

Dear Mr. Langer,

At the request of The Venture Church we have monitored the performance of the drainage swale constructed along the front of the Church property adjacent to the Highland Road (M-59) right of way. As you are aware this swale was originally designed as a bio-swale to improve water quality coming off the parking lot prior to entering the forebay of the detention basin near the west property line.

This swale is heavily vegetated with grass and there are rip rap check dams at the required locations. We have confirmed, through visual observation over the last two years, that the swale as constructed is functioning as well as the bio-swale originally designed. It reduces velocity of the surface water and also filters the water prior to entering the forebay.

If you have any questions please feel free to contact me. Thank you.

Very truly yours,

BOSS ENGINEERING COMPANY

A handwritten signature in black ink, appearing to read "Brent W. LaVanway". The signature is written in a cursive style and is positioned above a horizontal line.

Brent W. LaVanway, P.E.
Director of Engineering

K:/docs/venturechurch

Troy Langer

From: Troy Langer
Sent: Monday, May 08, 2023 1:27 PM
To: Troy Langer
Subject: FW: Venture Church

From: Darga Mike <MDarga@hrcengr.com>
Sent: Monday, May 08, 2023 12:54 PM
To: Troy Langer <TLanger@hartlandtwp.com>
Subject: RE: Venture Church

Troy,
I would agree that visually the swale is functioning properly as the original bio-swale was intended to do. The check dams will need to be maintained from time to time in the future. There is also a forebay prior to entering the detention pond that helps with improving the water quality prior to entering the detention pond. I do not see a need for additional wetland plantings.

Thanks,
[Michael P. Darga](#)
Hubbell, Roth & Clark, Inc.
248-535-3350 Mobile

Martha Wyatt

To: Martha Wyatt
Subject: FW: Grumlaw church Bioswale

From: Mark Frego
Sent: Wednesday, May 31, 2023 4:20 PM
To: Martha Wyatt <MWyatt@hartlandtwp.com>
Subject: Fwd: Grumlaw church Bioswale

----- Forwarded message -----
From: Ken Recker <KRecker@livgov.com>
Date: Wed, May 31, 2023, 10:47 AM
Subject: Grumlaw church Bioswale

Mark,

It was a pleasure meeting you out at the Church site at 8457 E. Highland Road, Howell, MI, earlier today.

We walked the swale to the south side of the church building, that runs the length of the church parking lot prior to discharging at the southeast corner of the detention basin forebay.

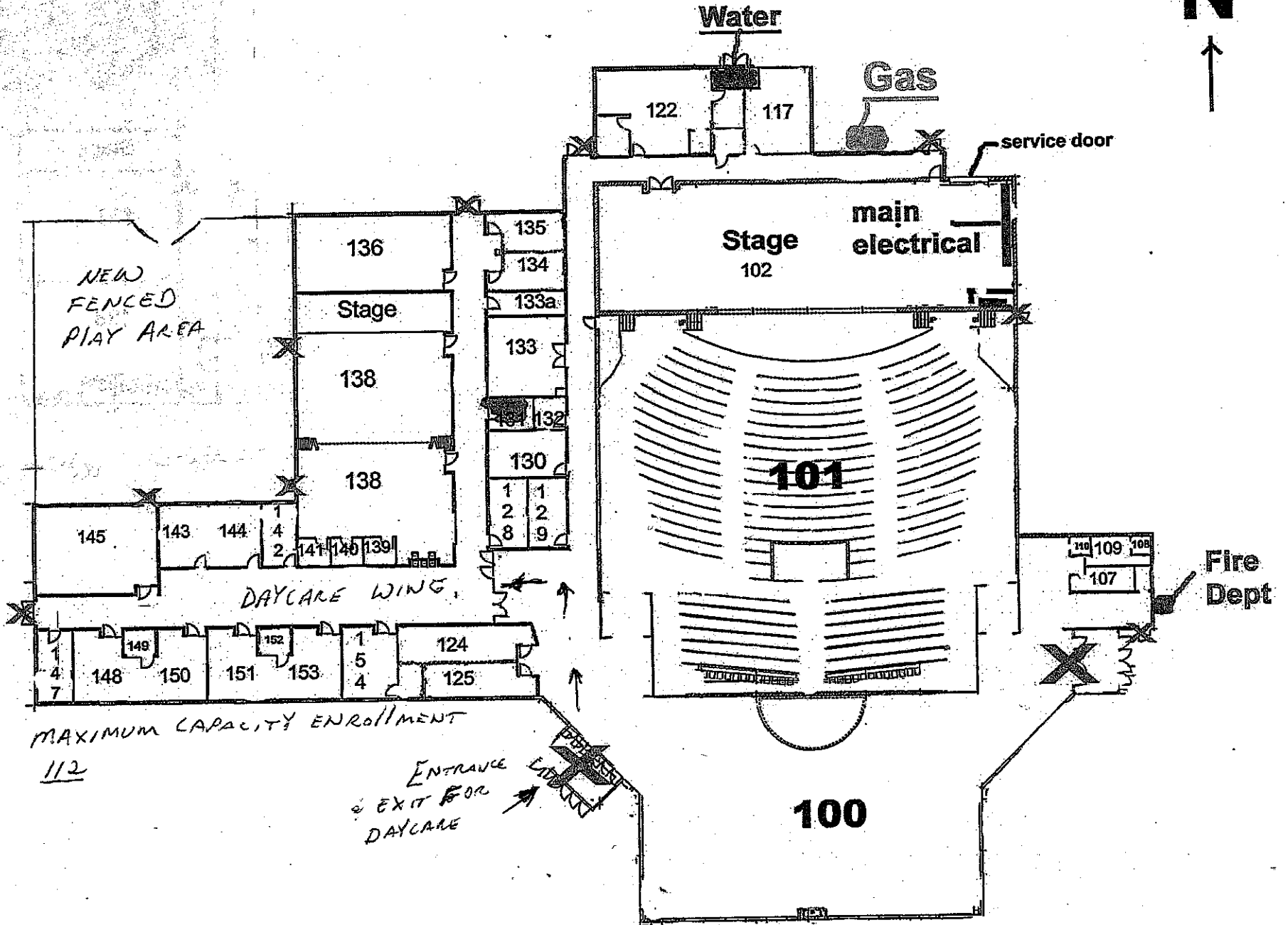
The swale is generally stable and functioning well, if not as an actual bioswale. As we discussed, if the church wanted it to function as a bioswale, the swale bottom would be mowed with a brushhog once a year, as opposed to regular mowing. Of course the appearance would look more like the downstream side of the twin 18" tubes under the entrance drive, than the upstream side.

I'd concur with Boss Engineering's letter of October 15, 2018, as to the stability of the drainage swale in the front of the church property.

If you need anything further let me know.

Kenneth E. Recker, II, P.E.

Chief Deputy Drain Commissioner



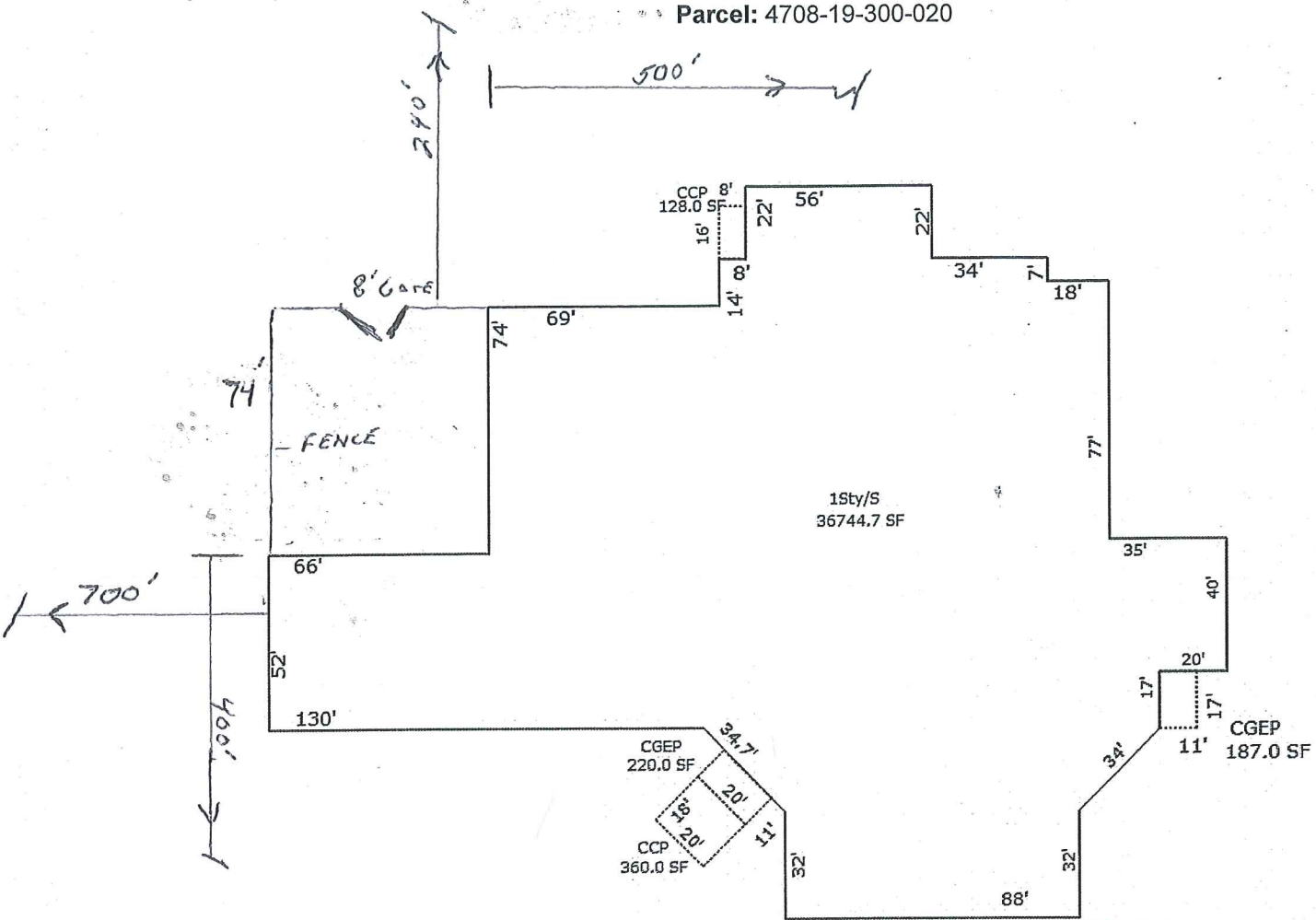
SITE PLAN APPROVED

MAY 25 2023

FOR LAND USE PERMIT
HARTLAND TOWNSHIP



Parcel: 4708-19-300-020



SITE PLAN APPROVED

MAY 25 2023

FOR LAND USE PERMIT
HARTLAND TOWNSHIP

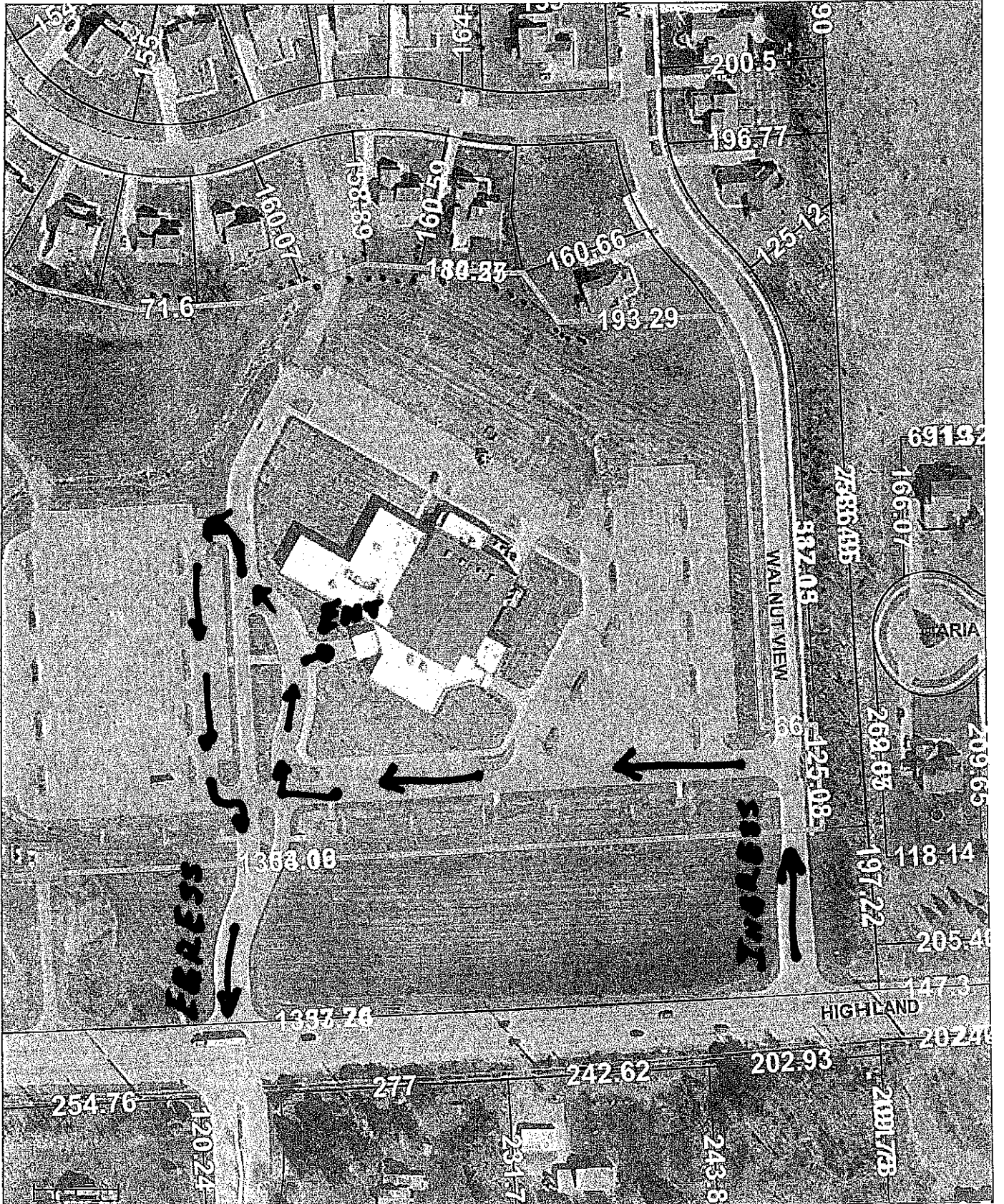
4' HIGH BLACK ALUMINUM
FLAT TOP W/ 1- 8 FOOT DOUBLE
GATE

HARTLAND TWP

SITE PLAN APPROVED



HARTLAND TWP



Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Troy Langer, Planning Director

Subject: Rezoning Application #23-001 (Bergin Road and Old US-23)

Date: May 9, 2023

Recommended Action

Move to Deny the rezoning as outlined in the Staff Memorandum and Amended Resolution

Discussion

Applicant: Szerene Land, LLC

Rezoning Request

The applicant is requesting to rezone one (1) parcel from CA (Conservation Agricultural) to LI (Light Industrial). The subject property is approximately 158.8 acres in size (Parcel ID #4708-33-100-020).

The request was originally discussed by the Township Board at their April 18, 2023 regular meeting. However, there was a typographical error in the resolution to deny. As a result, the resolution is being brought back for a determination. The typo did not include the word “not.” Below is the part of the resolution:

WHEREAS, the Township has determined that it is **NOT** in the best interests of the public health, safety, and welfare to change the zoning of the subject properties; and

A corrected resolution is attached. Please refer to the packet materials from the April 18th Township Board meeting for additional information. The purpose of this staff memorandum is simply to correct a resolution and not provide all the previously submitted materials.

Attachments

1. Resolution No. 23-____, to Deny Zoning Map Amendment – *PDF version*

T:\PLANNING DEPARTMENT\PLANNING COMMISSION\2023 Planning Commission Activity\Site Plan Applications\REZ #23-001 Szerene Land LLC Old Us 23\Staff reports\Planning Commission\REZ #23-001 TB staff report TB 05.09.2023.docx



Board of Trustees

William J. Fountain, Supervisor
Larry N. Ciofu, Clerk
Kathleen A. Horning, Treasurer

Matthew J. Germane, Trustee
Summer L. McMullen, Trustee
Denise M. O'Connell, Trustee
Joseph M. Petrucci, Trustee

RESOLUTION NO. 23-__

RESOLUTION TO ADOPT ORDINANCE NO. _____,
ORDINANCE TO AMEND THE HARTLAND TOWNSHIP ZONING MAP

At a regular meeting of the Township Board of Hartland Township, Livingston County, Michigan, held at the Township Hall in said Township on _____, at 7:00 pm.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by _____ and seconded by _____.

WHEREAS, the Michigan Zoning Enabling Act, as amended, authorizes a Township Board to adopt, amend, and repeal a Zoning Ordinance and/or sections within the Zoning Ordinance, and/or amend the Zoning Map, which regulate the public health, safety, and general welfare of persons and property; and

WHEREAS, the subject property is currently undeveloped and appears to be used for agricultural purposes and is 158.8 acres in area, with a tax parcel 4708-33-100-020; and

WHEREAS, the current zoning of the property in the CA (Conservation Agricultural) zoning district requires a minimum lot size of 2.00 acres and 200 feet of lot width; and

WHEREAS, the proposed zoning of the property to the LI (Light Industrial) zoning district requires a minimum lot size of 40,000 square feet and a minimum of 120 feet of lot width; and

WHEREAS, the Hartland Township Future Land Use Map depicts the property in the Medium Urban Density Residential category; and

WHEREAS, amending the Zoning Map, for the subject property, to the LI (Light Industrial) category, would be inconsistent with the Future Land Use Map designation; and

WHEREAS, the Township has determined that it is in the best interests of the public health, safety, and welfare to change the zoning of the subject properties; and

WHEREAS, the requested amendment to the Zoning Map would decrease the amount of land designated as Medium Urban Density Residential, on the 2020-2021 Amendment to the Future Land Use Map (FLUM), by approximately seventeen percent (17%);

WHEREAS, the Township has determined that changing the subject property to LI would further extend the Township’s Light Industrial development further into existing and future residentially developed areas; and

WHEREAS, the subject property is not adequately served by municipal water and sanitary sewer; and

WHEREAS, the Township Planning Commission reviewed the proposed rezoning of the subject property under Rezoning Application #23-001 on February 9, 2023; and

WHEREAS, the Township Planning Commission recommended denial of Rezoning #23-001 at the February 9, 2023, regular meeting; and

WHEREAS, the Livingston County Planning Commission reviewed Rezoning Application #23-001 at their regular meeting on March 15, 2023; and recommended disapproval; and

WHEREAS, the Township Board has determined that not amending the Zoning Map, as presented, is in the best interest of the public health, safety, and welfare of the Township residents.

NOW THEREFORE, be it resolved by the Board of Trustees of the Township of Hartland, Livingston County, Michigan, as follows:

1. The Ordinance attached at Exhibit A, (“Ordinance”), Ordinance No. _____, Ordinance to Deny an Amendment to the Township Zoning Map, as outlined in Ordinance ____.
2. The Ordinance shall be filed with the Township Clerk.
3. The Township Clerk shall publish the Ordinance, or a summary of the Ordinance, in a newspaper of general circulation in the Township as required by law.
4. Any resolution inconsistent with this Resolution is repealed, but only to the extent necessary to give this Resolution full force and effect.

A vote on the foregoing resolution was taken and was as follows:

YEAS: _____

NAYS: _____

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 Board of said Township at a regular meeting held on the __ day of _____, 2023.

Larry N. Ciofu, Hartland Township Clerk

EXHIBIT A

**HARTLAND TOWNSHIP BOARD OF TRUSTEES
LIVINGSTON COUNTY, MICHIGAN
DENIAL OF ZONING MAP AMENDMENT NO. _____**

THE TOWNSHIP OF HARTLAND ORDAINS:

Section 1. Denial of Amendment of Township Zoning Map. Denial of the request to amend the Zoning Map from CA (Conservation Agricultural) to LI (Light Industrial) for Tax Parcel Number 4708-33-100-020, which consists of approximately 158.8 acres, located at the Southwest corner of Old US 23 and Bergin Road, in Section 33 of Hartland Township.

Section 2. Validity and Severability. Should any portion of this Ordinance be found invalid for any reason, such holding shall not be construed as affecting the validity of the remaining portions of this Ordinance.

Section 3. Repealer Clause. Any ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 4: Effective Date. This Ordinance shall become effective immediately following publication.



**LIVINGSTON COUNTY PLANNING DEPARTMENT
REZONING REQUEST - | -
STAFF REPORT**


**CASE NUMBER:
Z-12-23**

COUNTY CASE NUMBER:	Z-12-23	TOWNSHIP:	Hartland
REPORT DATE:	March 1, 2023	SECTION NUMBER:	33
STAFF ANALYSIS BY:	Scott Barb	TOTAL ACREAGE:	158.8 acres

APPLICANT / OWNER:	Hartland Township
LOCATION:	Southwest corner of Bergin Road and Old US 23
LAND USE:	Undeveloped - Agricultural

CURRENT ZONING:	REQUESTED ZONING:
CA Conservation Agricultural	LI Light Industrial
PERMITTED/SPECIAL USES (Not all inclusive):	PERMITTED/SPECIAL USES (Not all inclusive):
<p><u>Permitted:</u></p> <p>Agriculture and farming; Single family dwellings; Essential public services; Public park and recreation areas; Private stables; State licensed facilities for care of up to 6 individuals including child day care and adult foster care; Township owned and operated water and sewer systems; Forestry; Accessory uses incidental to permitted uses.</p>	<p><u>Permitted:</u></p> <p>Vocational schools; Professional and medical offices; Business services; Commercial greenhouses; Lumber yards; Computer and data programming; Financial institutions with drive-through service; Outdoor seating and dining areas; Mini-warehouses; Any use that entails conducting design, research, testing, or experimental development.</p>
<p><u>Special:</u></p> <p>Cemeteries; Churches; Nursing homes; Golf courses and country clubs; Kennels; Sand or gravel extraction; Radio and tv transmitting towers; Landscape nurseries; Veterinary clinics; Private recreation areas; Bed & Breakfast facilities; Game preserves; Farm markets; Wildlife refuges.</p>	<p><u>Special:</u></p> <p>Child day care and adult day care centers; Urgent care facilities; Motels and hotels; Standard restaurants; Indoor tennis facilities and recreation centers; Freezer locker plants and cold storage; Major automobile repair; Outdoor storage accessory to a permitted use; Other uses that are similar in class.</p>
<p><u>Minimum Lot Area:</u></p> <p>10 acres for farms; 2 acres for single family dwellings</p>	<p><u>Minimum Lot Area:</u></p> <p>40,000 sq. ft.</p>

TOWNSHIP PLANNING COMMISSION RECOMMENDATION AND PUBLIC COMMENTS:	ESSENTIAL FACILITIES AND ACCESS:
<p>The Hartland Township Planning Commission recommended disapproval at the February 9, 2023, public hearing on the proposed rezoning. Minutes from the public hearing were not available for review at the time of this report preparation.</p>	<p><u>Water:</u></p> <p>Private water source</p>
	<p><u>Sewer:</u></p> <p>Public sewer available</p>
	<p><u>Access:</u></p> <p>Access to the property can be made from either Old US 23 or Bergin Road.</p>

EXISTING LAND USE, ZONING AND MASTER PLAN DESIGNATION:				
	Land Use:	Zoning:	Master Plan:	
Subject Site:	Vacant agricultural	CA Conservation Agricultural	Medium Urban Density Residential	
	To the North:	Hartland Commerce Center	LI Light Industrial	
	To the East:	Mix of industrial and agricultural	LI Light Industrial and Conservation Agricultural	Planned Industrial/R&D
	To the South:	Single-family residential	CA Conservation Agricultural	Medium Urban Density Residential
	To the West:	Single-family residential	CA Conservation Agricultural	Medium Suburban Density Residential

ENVIRONMENTAL CONDITIONS:	
Soils / Topography:	Various loamy sands including Conover loam (CvA), Miami loam (MoA), and Gilford (Gd) make up the majority of the site. There is a significant portion of the site on the western boundary that includes Carlisle muck (Cc).
Wetlands:	The presence of wetlands and hydric soils are located throughout the site with maps from the MDEQ as referenced.
Vegetation:	The site is currently in its natural state with open areas and native vegetation.
County Priority Natural Areas:	There is a large Priority 2 Natural Area located on the subject parcel due to the vegetation quality, quantity, and inter-connectedness of wetland areas on site.

TOWNSHIP MASTER PLAN DESIGNATION:

The Hartland Township Future Land Use Map (September 2015) designates the subject site as Medium Urban Density Residential. The Medium Urban Density Residential designation is intended to preserve the established character of the identified areas while permitting new development that is consistent with the established density. It is intended as a transitional use between high intensity and lower intensity uses. In the Medium Urban Density Residential area, land can be developed at a density of approximately one (1) acre per every two (2) to three (3) dwelling units. Lot sizes would be 8,000 to 20,000 square feet per dwelling.

COUNTY COMPREHENSIVE PLAN:

The 2018 Livingston County Master Plan does not direct future land use patterns, or development within Livingston County. Alternatively, it offers a county-wide land use perspective when reviewing potential rezoning amendments. The Land Use & Growth Management chapter of the plan includes decision-making recommendations regarding potential land use conflicts and promoting good land governance.

COUNTY PLANNING STAFF COMMENTS:

Hartland Township has submitted a petitioners request to rezone 158.8 acres of land from CA Conservation Agricultural to LI Light Industrial for the purpose of industrial development on the subject site.

Section 7.4.3 of the Hartland Township Zoning Ordinance defines the criteria for amending the zoning map within the Township. Of most concern is if the rezoning is consistent with the goals, policies, and future land use map of the Hartland Township Comprehensive Plan. The 2020-2021 amendments to the Hartland Township Future Land Use Map designate the subject property as Medium Urban Density Residential and states that the intended land uses are *‘to preserve the established character of the identified areas while permitting new development that is consistent with the established density. It is intended as a transitional use between high intensity and lower intensity uses.’*

Also, at issue is whether the proposed zoning designation is compatible with the site’s physical, geological, hydrological, and various other environmental features. The subject property has numerous wetland areas and hydric soils on site as illustrated by wetland maps from the Michigan Department of Environmental Quality. It is also noted that a large priority 2 natural area is defined on the site and has presence due to significant amounts of sensitive vegetation and the quality of that vegetation on the property. The natural area is a compliment to the existing wetland areas on the property that could pose development constraints.

The proposed LI zoning does not align with the Township Future Land Use Map designation of Medium Urban Density Residential and areas that are more appropriate for light industrial development can be found north of Bergin Road and east of Old US 23. County planning staff believes that a deviation from the Township’s Future Land Use Map would not be advisable at this time.

COUNTY PLANNING STAFF RECOMMENDATION:

DISAPPROVAL. The proposed rezoning does not comply with the overall goals and policies of the Hartland Township Comprehensive Plan and a deviation from the Hartland Township Future Land Use Map is not advisable for the proposed rezoning from CA (Conservation Agricultural) to LI (Light Industrial) at this location within the Township.

SURROUNDING LAND USES AND ZONING:



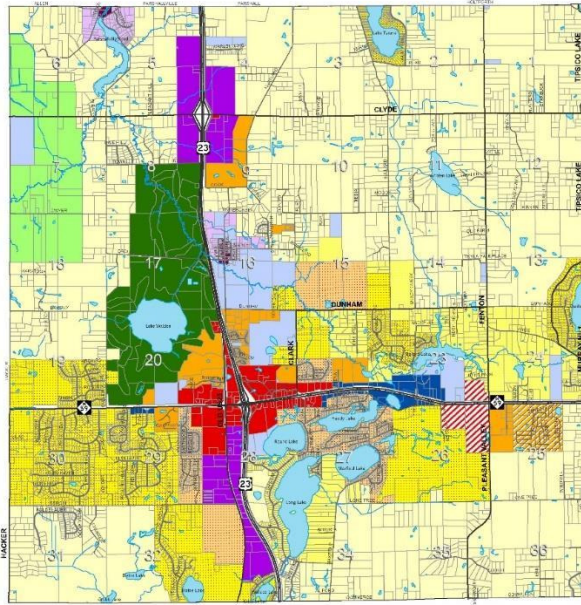
FUTURE LAND USE MAP:



Hartland Township
Livingston County, MI

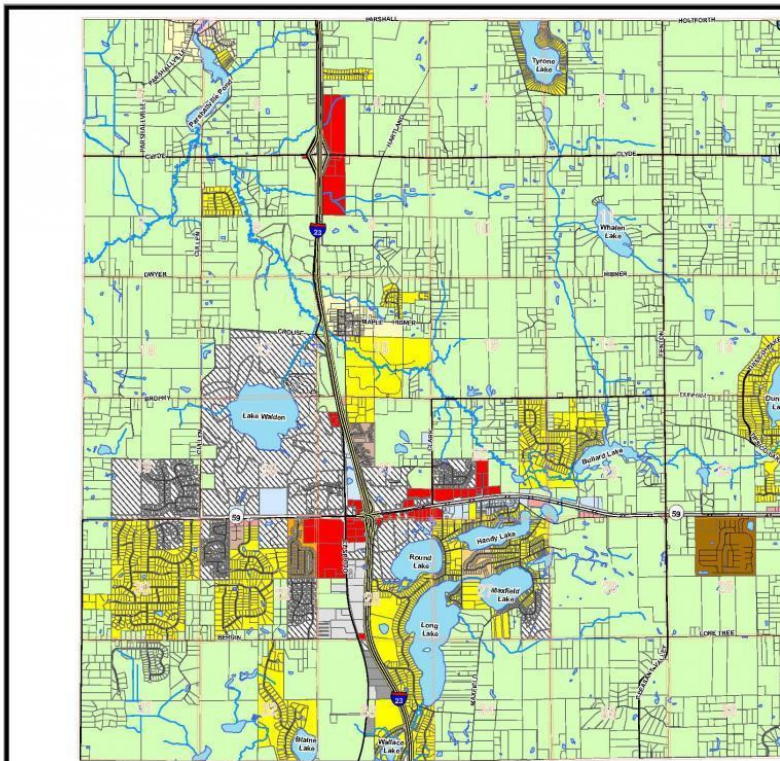
FUTURE LAND USE MAP
Adopted September 1, 2015

- Future Land Use Categories**
- Commercial
 - Estate Residential
 - High Density Residential
 - Low Suburban Density Residential
 - Multiple Family Residential
 - Medium Suburban Density Residential
 - Medium Urban Density Residential
 - Office
 - Planned Industrial / R & D
 - Public / Quasi-Public
 - Residential Recreation
 - Rural Residential
 - Special Planning Area
 - Village Commercial
 - Village Residential



Map Created By: Hartland Township Planning Department
Baseemap Source: Livingston County
Recommended for Approval by the Hartland Township Planning Commission on July 30, 2015
Adopted by the Hartland Township Board of Trustees on September 1, 2015

TOWNSHIP ZONING MAP:



Zoning Map
Hartland Township
Livingston County, Michigan



- CA - Conservation Agricultural
- RUR - Rural Residential
- RR - Residential Recreational
- STR - Settlement Residential
- RE - Rural Estate District
- SR - Suburban Residential
- MDR - Medium Density Residential
- HDR - High Density Residential
- MR - Multiple Family Residential
- MR-2 - Mobile Home Park
- OS - Office Service
- LC - Limited Commercial
- NSC - Neighborhood Service Commercial
- GC - General Commercial
- RDP - Research and Development Park
- LI - Light Industrial
- I - Industrial
- PD - Planned Development



Created December 12, 2012

SITE PHOTOS:



VIEW FROM BERGIN ROAD



VIEW FROM OLD US 23



DEPARTMENT OF PUBLIC WORKS

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

TO: Planning Department
DATE: 01/31/2023
DEVELOPMENT NAME: Old US23 and Bergin Rd
PIN#: 4708-33-100-020
REVIEW TYPE: Rezoning #23-001

Public Works reviewed the rezoning request, RZ #23-001. This proposed development will require private water source as municipal facilities are not available in this area. Sanitary is available on Burgin Rd however no REUs are assigned to this parcel and the parcel is not located in the current Sewer district. Therefore, prior to committing to the availability or the feasibility of connecting, a capacity study would need to be performed by the Livingston County Drain commission to verify if the capacity would be available for any potential development on this parcel.

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

Michael Luce
Public Works Director

KALAS KADIAN, PLC
Attorneys and Counselors

31350 TELEGRAPH ROAD, SUITE 201
BINGHAM FARMS, MI 48025

TOM KALAS
TELEPHONE: (248) 731-7243
FACSIMILE: (248) 792-6379
Email: tom@kalkad.com

December 1, 2022

Via First Class Mail and
E-Mail: tlanger@harlandtwp.com

Hartland Township
Office of the Planning Director
2655 Clark Road
Harland, MI 48353

Attention: Troy Langer

Re: Szerene Land LLC, Rezoning
Property Address: Vacant Old US 23; Parcels 08-33-100-002, 003 and 010; and
08-33-300-006

Dear Mr. Langer:

As you know, I represent Szerene Land, LLC, the owner of the above referenced property, consisting of approximately 158 acres. The property is currently zoned conservation agricultural (CA), and master planned for medium urban density residential. The property to the north and east is zoned light industrial (LI). The property is not marketable or economically feasible to develop and use as currently zoned. In light of its size, and other applicable reasons to be discussed, it needs to be developed and used for more marketable uses, such as self-storage, and other uses permitted in the LI zoning district.

Enclosed herewith you will find the completed Application for Planned Developments and Zoning Amendments, property legal descriptions from the Hartland Township Assessor's Office, and a check from my client in the amount of \$1,500, representing the rezoning filing fee in this matter. Please file the Application in your usual manner, and let me know if you should need anything further. Also, please let me know when this matter will be placed on the Planning Commission Agenda for a public hearing.

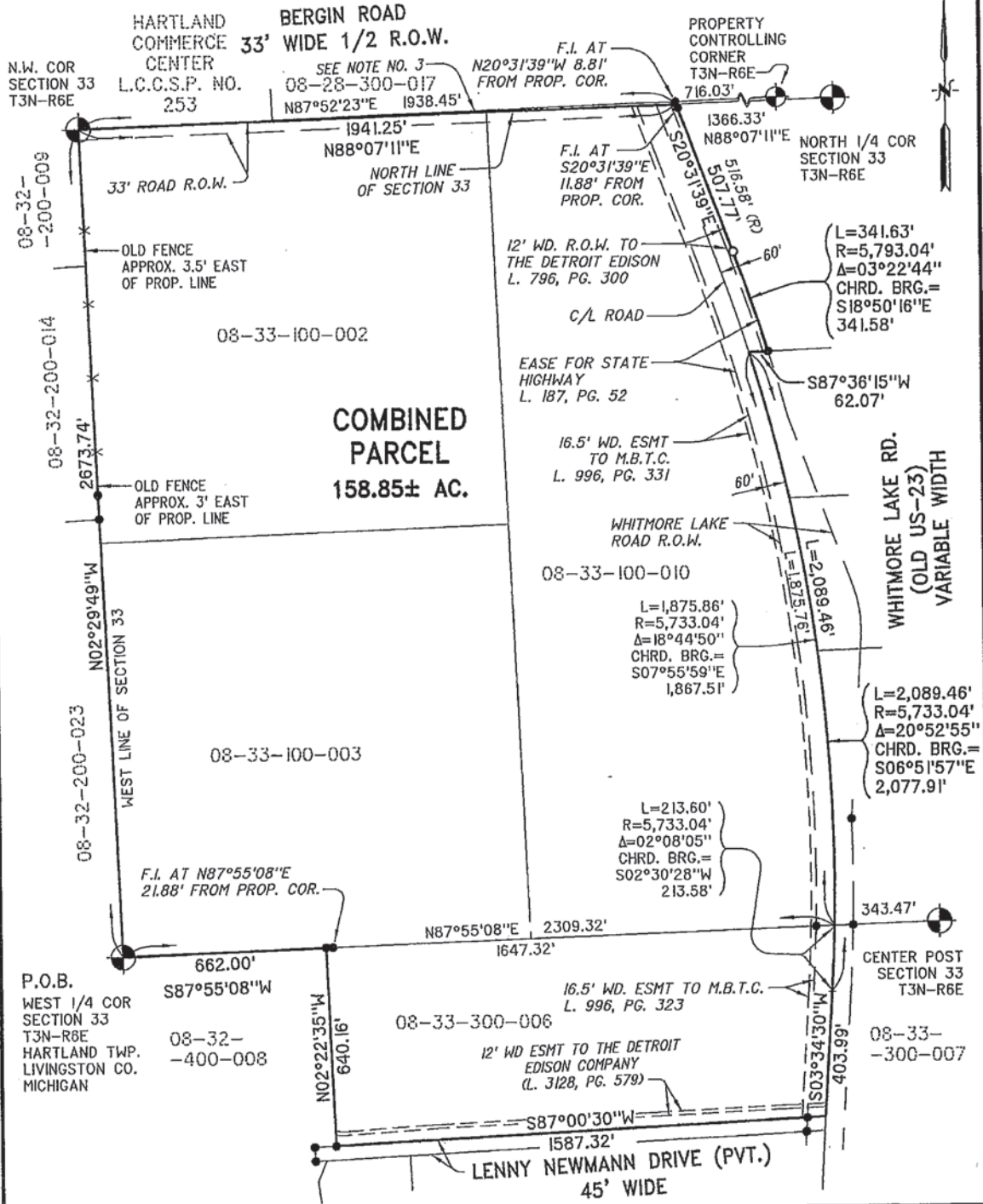
Your attention to this matter is appreciated.

Very truly yours,


KALAS KADIAN, P.L.C.
Tom Kalas
tom@kalkad.com

TK:vb
Enclosures
cc w/encl: Client (via e-mail)

CERTIFIED LAND SURVEY



LEGEND

○ = SET M.A.G. NAIL	■ = FOUND MONUMENT	L. = LIBER
● = FOUND IRON	-x-x- = FENCE LINE	PG. = PAGE
		(R) = MEASUREMENT OF RECORD

SCALE: 1 INCH = 400 FEET ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF

CIVIL ENGINEERS
LAND SURVEYORS

DESINE INC

(810) 227-9533
FAX (810) 227-9460
EMAIL: desine@desineinc.com
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

PREPARED FOR
SZERENE LAND L.L.C.

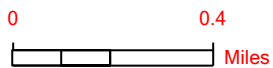
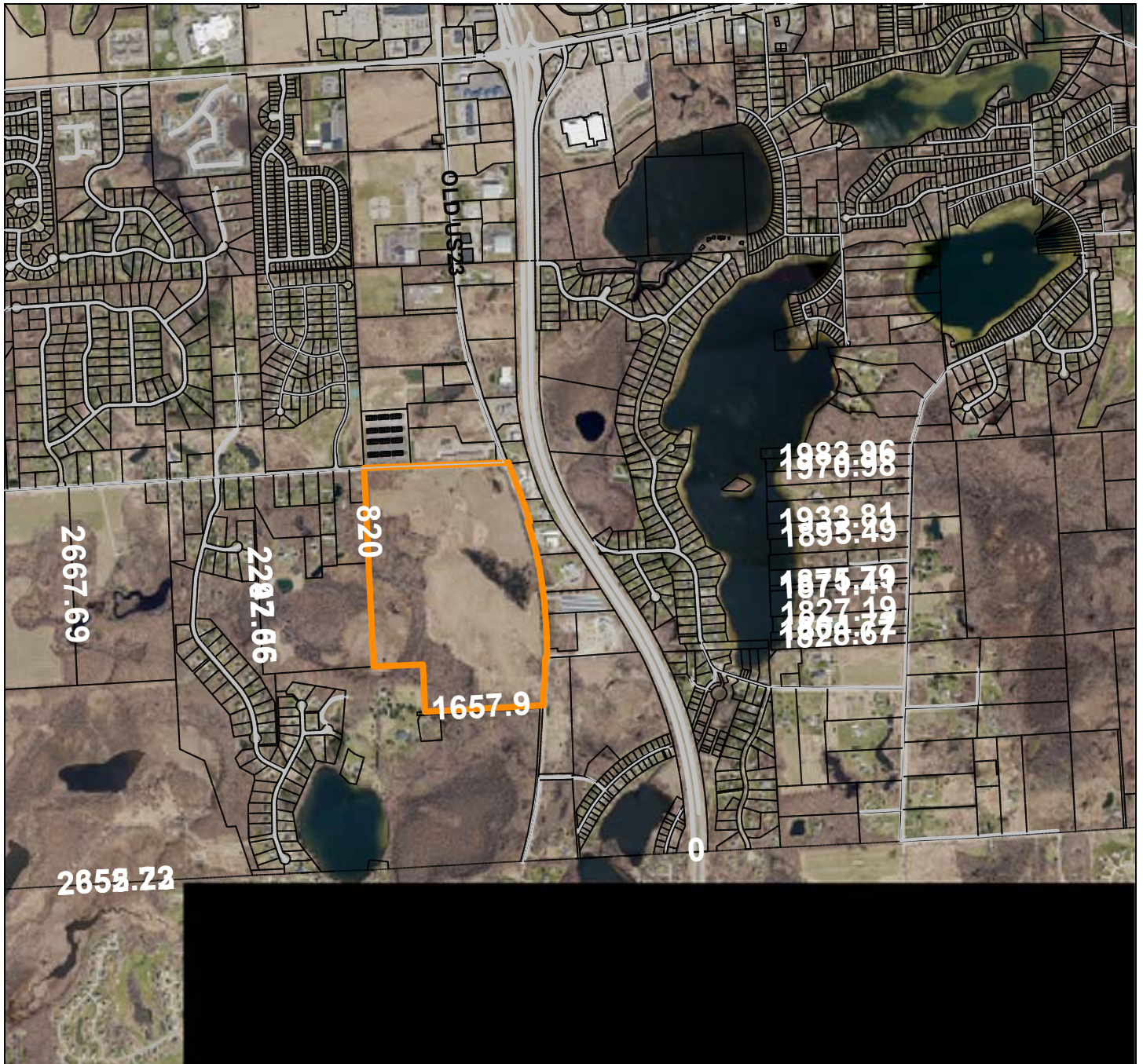
SECTION 33, TOWN 3 NORTH, RANGE 6 EAST
HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

JOB NO. 1-8-33-101657	DATE 02/19/10
DWG NO. 101657-132	DRAWN MLL SHEET 1 OF 5

Mariusz L. Lukowicz
MARIUSZ L. LUKOWICZ
PROFESSIONAL SURVEYOR NO. 38119

STATE OF MICHIGAN
MARIUSZ L. LUKOWICZ
PROFESSIONAL SURVEYOR
No. 38119
LICENSED PROFESSIONAL SURVEYOR

HARTLAND TWP



1	Purpose and Introduction
2	Definitions
3	Zoning Districts
4	Use Standards
5	Site Standards
6	Development Procedures
7	Admin and Enforcement

3.1.1

CA Conservation Agriculture

A. INTENT

The intent of the "CA" Conservation Agricultural District is broad in scope but specific in purpose: to protect vital natural resources (for example, high quality water supplies, flood-prone areas, stable soils, significant stands of vegetative cover, substantial wetlands) and to protect lands best suited to agricultural use from the encroachment of incompatible uses which would cause such land to be taken out of production prematurely, while designating an area appropriate to low density single family residential development that does not alter the general rural character of the District.

The standards in this district are intended to assure that permitted uses peacefully coexist in a low density setting, while preserving the rural-like features and character of certain portions of the Township. Low density residential development is further intended to protect the public health in areas where it is not likely that public water and sewer services will be provided.

It is further the intent of this District to permit a limited range of residentially-related uses, and to prohibit multiple family, office, business, commercial, industrial and other uses that would interfere with the quality of residential life in this district. This District is intended to correspond to the Estate Residential future land use category of the Comprehensive Plan

i User Note: For uses listed in **bold blue**, refer to Article 4, or click on use, for use-specific standards

B. PRINCIPAL PERMITTED USES

- i. Agriculture[■] and farming
- ii. **Essential public services, provided there is no building or outdoor storage yard** §4.26
- iii. **Forests, forestry** §5.17
- iv. **Single family detached dwellings**[■] §4.1
- v. Township owned and operated water, sewer and storm drain systems
- vi. **Public park and recreation areas**[■] §4.40
- vii. State licensed residential facilities that provide care for up to six (6) individuals, including child day care and adult foster care[■]
- viii. **Private stables**[■] **when located on a site of not less than five (5) acres** §4.43

C. ACCESSORY USES

- i. **Accessory uses, buildings and structures customarily incidental to any of the above-named permitted uses** §5.14
- ii. **Home occupations**[■] §4.2
- iii. Living quarters for persons employed on the premises and not rented or used for some other purpose
- iv. **Temporary or seasonal roadside stand**[■] §4.41
- v. Seed and feed dealership provided there is no showroom or other commercial activities included
- vi. Land extensive recreation activities

D. SPECIAL LAND USES

- i. **Cemeteries** §4.19
- ii. **Adult care**[■] **and child care facilities**[■] **that provide care for seven (7) to twelve (12) individuals** §4.12
- iii. **Churches and religious institutions**[■] §4.20
- iv. **Nursing or convalescent homes,**[■] **or child caring institution** §4.23
- v. Duplex or two dwelling[■] for farm family only, in conjunction with a farm operation.
- vi. **Essential public service buildings, structures and equipment, excluding storage yards** §4.26
- vii. Forestry clearcut operation which encompasses thirty (30) or more acres over a three (3) year period or ten (10) or more acres during one year.
- viii. **Golf courses**[■] **and country clubs**[■] §4.30
- ix. **Kennels**[■] §4.33
- x. **Sand, gravel or mineral extraction** §4.5
- xi. **Public & private elementary, intermediate or high schools** §4.42
- xii. **Specialized animal raising and care**[■], **when located on at least five (5) acres** §4.10
- xiii. **Public stables**[■] **or riding arenas** §4.43
- xiv. **Radio, telephone and television transmitting and receiving towers**[■] §4.39
- xv. **Landscape nursery**[■], **if located on at least ten (10) acres** §4.38
- xvi. **Veterinary offices/clinics (large animal)**[■] §4.45
- xvii. **Private recreation areas**[■] §4.40
- xviii. **Bed and breakfast facilities**[■] §4.18
- xix. Farm markets, cider mills, and you-pick operations on a farm
- xx. Wildlife refuges
- xxi. Game preserves



E. DEVELOPMENT STANDARDS

Lot Size

Minimum lot area[Ⓜ]:

Farm dwelling	10 Acres
Single-family detached dwelling	2 Acres

Minimum lot width[Ⓜ]:

Farm dwelling	300 ft
Single-family detached dwelling	200 ft

Maximum Lot Coverage[Ⓜ]

Farm dwelling	5%
Single-family detached dwelling	15%

Setbacks[Ⓜ]

Minimum front yard setback:	50ft
Minimum rear yard setback:	50ft
Minimum side yard setback:	15 ft

Building Height[Ⓜ]

Maximum building height:	35 ft or 2.5 stories whichever is less
--------------------------	---

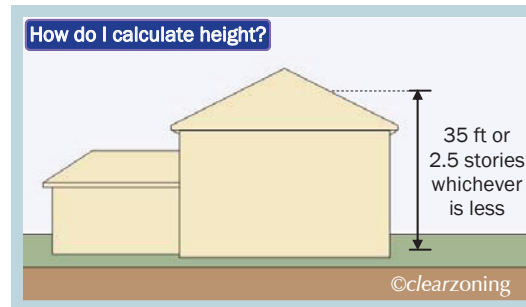
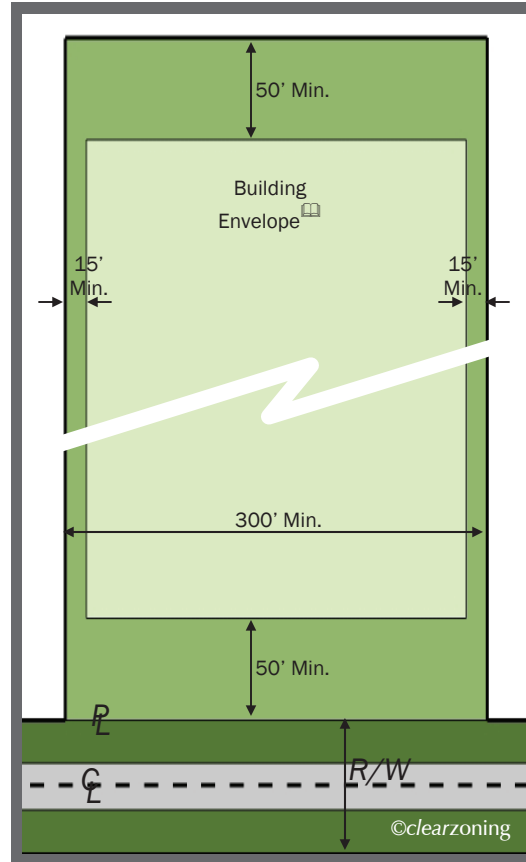
Floor Area[Ⓜ]

Minimum floor area per one-family dwelling[Ⓜ]:

1 story	1,200 sq ft
1+ stories	960 sq ft (first floor) 1,200 sq ft (total)

NOTES

- For additions to the above requirements, refer to Section 3.24: 1, 2, 5, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 26, 27, 28.
- See *Suggested References* below for applicability



The above drawings are not to scale.

SELECTED REFERENCES

3. Zoning Districts

- **General Exemptions for Essential Services** §3.8
- **Single Family Lot Coverage Exemption** §3.25

4. Use Standards

- **Farms** §4.27
- **Keeping of Animals** §4.10
- **Residential Open Space Development** §4.48

- **Stables and Riding Arenas** §4.43
- **Residential Design Standards** §4.1

5. Site Standards

- **Sidewalks & Pathways** §5.12
- **Paved Access** §5.22
- **Off-Street Parking and Loading** §5.8
- **Access Management and Driveways** §5.10
- **Landscaping** §5.11
- **Lighting** §5.13
- **Walls and Fences** §5.20

- **Performance Standards** §5.19
- **Architectural Standards** §5.24
- **Accessory Buildings and Uses** §5.14
- **Specific Landscaping Requirements** §5.11.6

6. Development Procedures

- **Site Plan Review** §6.1
- **Traffic Impact** §6.5
- **Special Use Review** §6.6

1 Purpose and Introduction

2 Definitions

3 Zoning Districts

4 Use Standards

5 Site Standards

6 Development Procedures

7 Admin and Enforcement



3.1.16

LI Light Industrial

A. INTENT

The LI, Light Industrial District is designed so as to primarily accommodate industrial parks, wholesale activities, warehouses, and industrial operations whose external physical effects are restricted to the area of the district and in no manner detrimentally affect any of the surrounding districts. The LI District is so structured as to permit, along with any specified uses, the manufacturing, compounding, processing, packaging, assembly and/or treatment of finished or semifinished products from previously prepared material. It is further intended that the processing of raw material for shipment in bulk form, to be used in an industrial operation at another location is not to be permitted.

i **User Note:** For uses listed in **bold blue**, refer to Article 4, or click on use, for use-specific standards

B. PRINCIPAL PERMITTED USES

- i. Any use with the principal function of conducting research, design, testing and pilot or experimental product development.
- ii. Vocational schools and other types of technical training facilities.
- iii. Computer programming, data processing and other computer related services.
- iv. Professional & medical offices
- v. (Reserved)
- vi. **Financial institutions with drive-through service** §4.57
- vii. Publicly owned and operated facilities
- viii. **Essential services, buildings and storage yards** §4.26
- ix. Public or private parks and open space
- x. **Outdoor seating and dining areas** §4.47
- xi. Light industrial uses^m
- xii. Business services
- xiii. **Mini warehouses** §4.35
- xiv. Commercial greenhouses
- xv. Lumber yards and millworks, provided any mills are completely enclosed
- xvi. Public buildings, post offices, libraries, libraries, community centers, including outdoor storage.
- xvii. Public utility buildings, telephone exchange buildings, electrical transformer stations and substations, and gas regulator stations.

D. SPECIAL LAND USES

- i. **Child day care^m and adult day care centers^m** §4.12
- ii. **Indoor tennis facilities, fitness and recreation centers** §4.40
- iii. Urgent care facilities
- iv. **Motels^m and hotels** §4.36
- v. Standard restaurants^m
- vi. Freezer locker plants and cold storage
- vii. **Heliports** §4.13
- viii. **Radio, television and other communication towers^m** §4.39
- ix. **Outdoor storage accessory to a permitted use** §3.27
- x. Uses of the same nature or class as uses listed in this district as either a Permitted Principal Use or Special Use in this district, but not listed elsewhere in this Zoning Ordinance, as determined by the Planning Commission.
- xi. **Automobile repair - major^m** §4.59

C. ACCESSORY USES

- i. **Sales at a commercial greenhouse** §3.22.1
- ii. **Personal fitness centers^m accessory to industrial use** §3.22.2
- iii. **Caretaker living quarters** §4.51
- iv. **Accessory buildings, uses and activities customarily incidental to any of the above-named principal permitted uses** §5.14



E. DEVELOPMENT STANDARDS

Lot Size

Minimum lot area[Ⓜ]: 40,000 sq ft
 Minimum lot width[Ⓜ]: 120 ft

Maximum Lot Coverage[Ⓜ]

Principal structure 75%

Setbacks[Ⓜ]

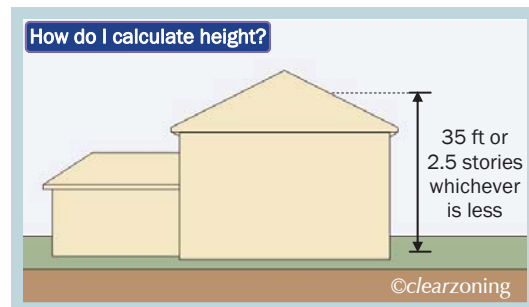
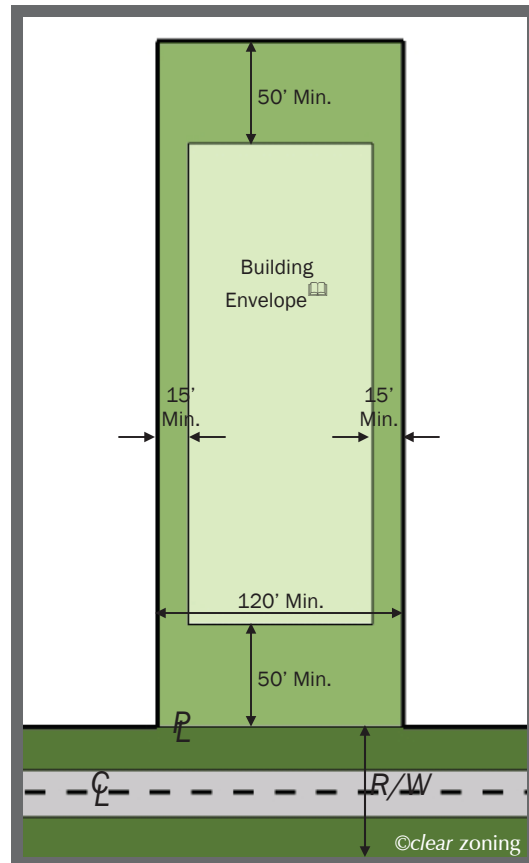
Minimum front yard setback: 50 ft
 Minimum rear yard setback: 50 ft
 Minimum side yard setback: 15 ft

Building Height[Ⓜ]

Maximum building height: 35 ft or 2.5 stories whichever is less

NOTES

- For additions to the above requirements, refer to Section 3.24: 2, 5, 8, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 27, 28.
- See *Suggested References* below for applicability



The above drawings are not to scale.

SELECTED REFERENCES

3. Zoning Districts

- **Planned Development** §3.1.18
- **Light Industrial District** §3.22
- **Commercial Greenhouse** §3.22.1

5. Site Standards

- **Paved Access** §5.22.3
- **Off-Street Parking and Loading Requirements** §5.8
- **Access Management and Driveways** §5.10
- **Sidewalks & Pathways** §5.12
- **Landscaping** §5.11
- **Lighting** 5.13
- **Walls and Fences** §5.20
- **Performance Standards** §5.19
- **Architectural Standards** §5.24

6. Development Procedures

- **Site Plan Review** §6.1
- **Traffic Impact** §6.5
- **Special Use Review** §6.6

1 Purpose and Introduction

2 Definitions

3 Zoning Districts

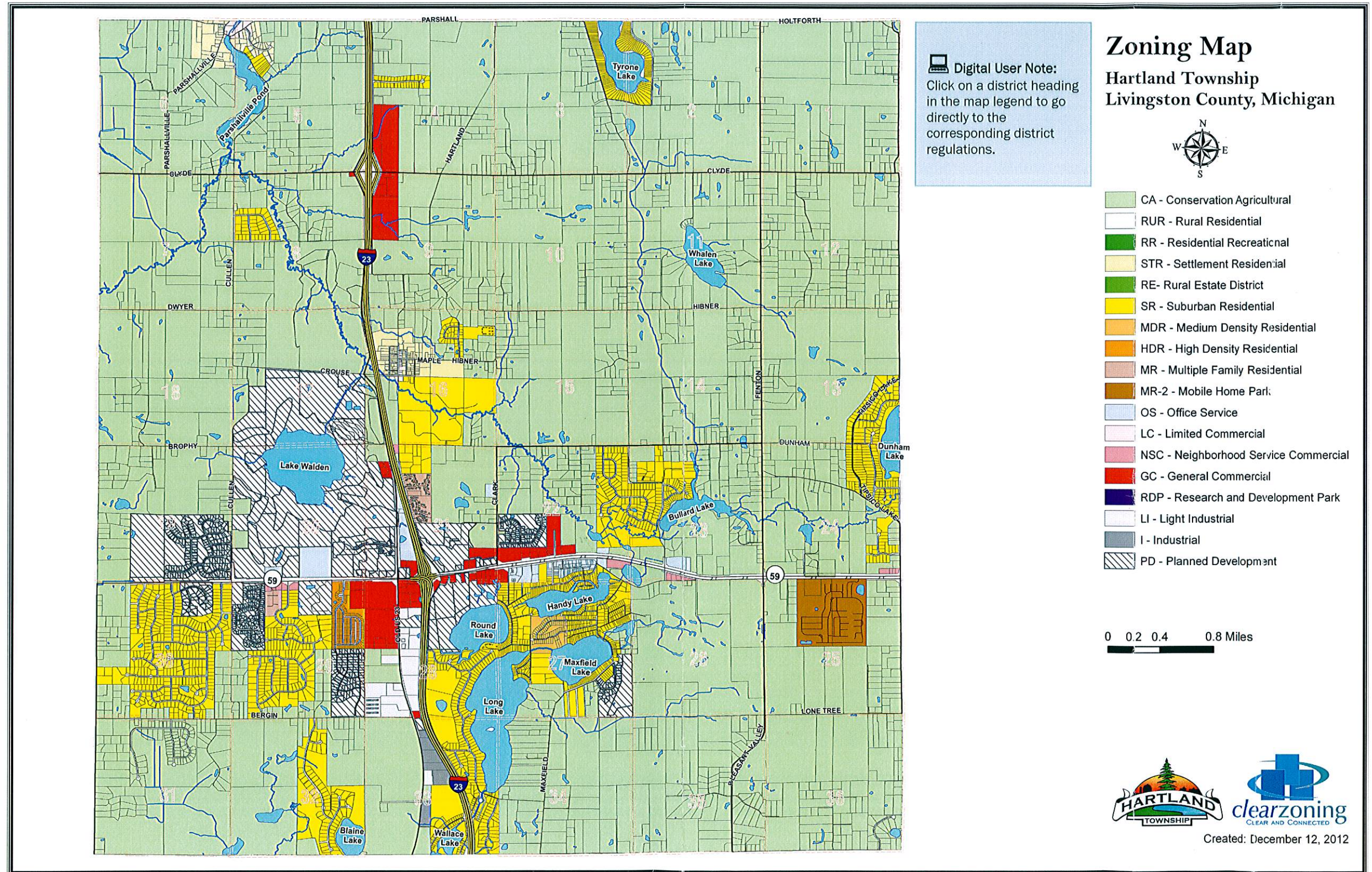
4 Use Standards

5 Site Standards

6 Development Procedures

7 Admin and Enforcement







Hartland Township

Livingston County, MI

FUTURE LAND USE MAP

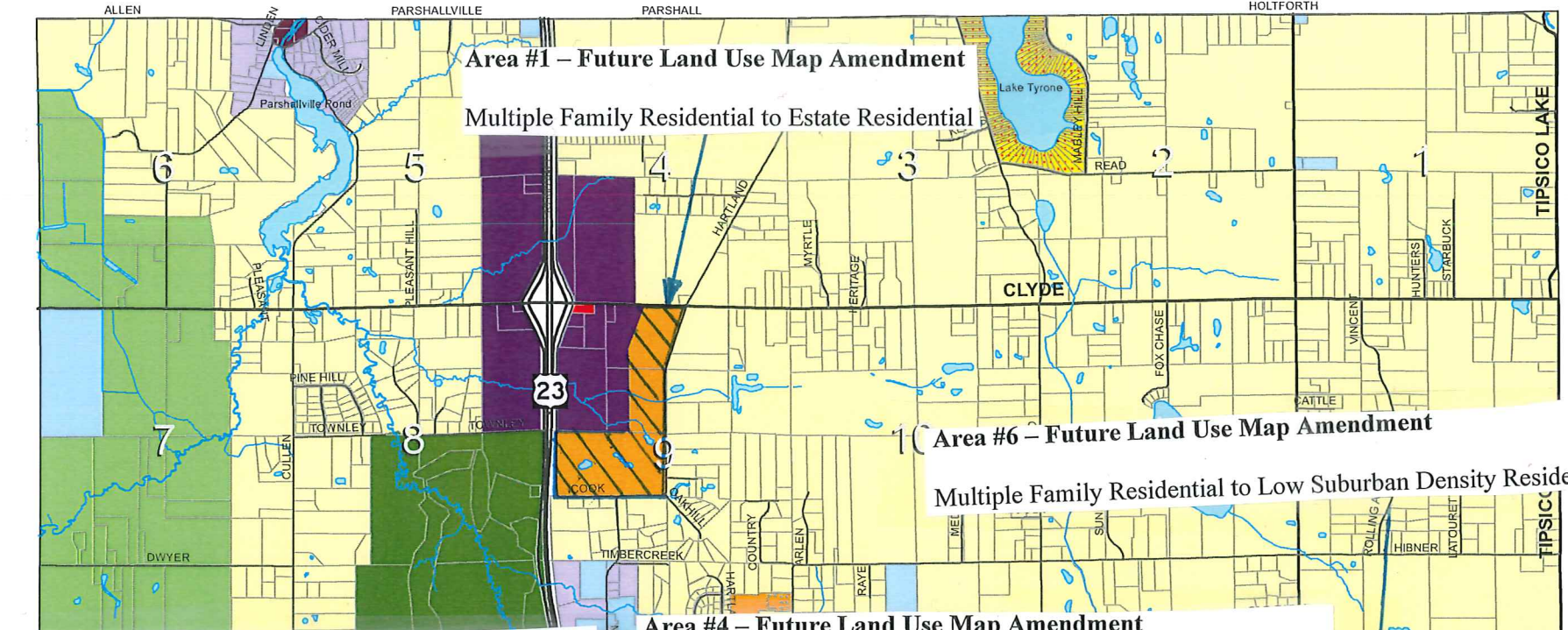
Adopted September 1, 2015

Future Land Use Categories

- Commercial
- Estate Residential
- High Density Residential
- Low Suburban Density Residential
- Multiple Family Residential
- Medium Suburban Density Residential
- Medium Urban Density Residential
- Office
- Planned Industrial / R & D
- Public / Quasi-Public
- Residential Recreation
- Rural Residential
- Special Planning Area
- Village Commercial
- Village Residential

Area #3 – Future Land Use Map Amendment

Multiple Family Residential to Medium Suburban Density Residential

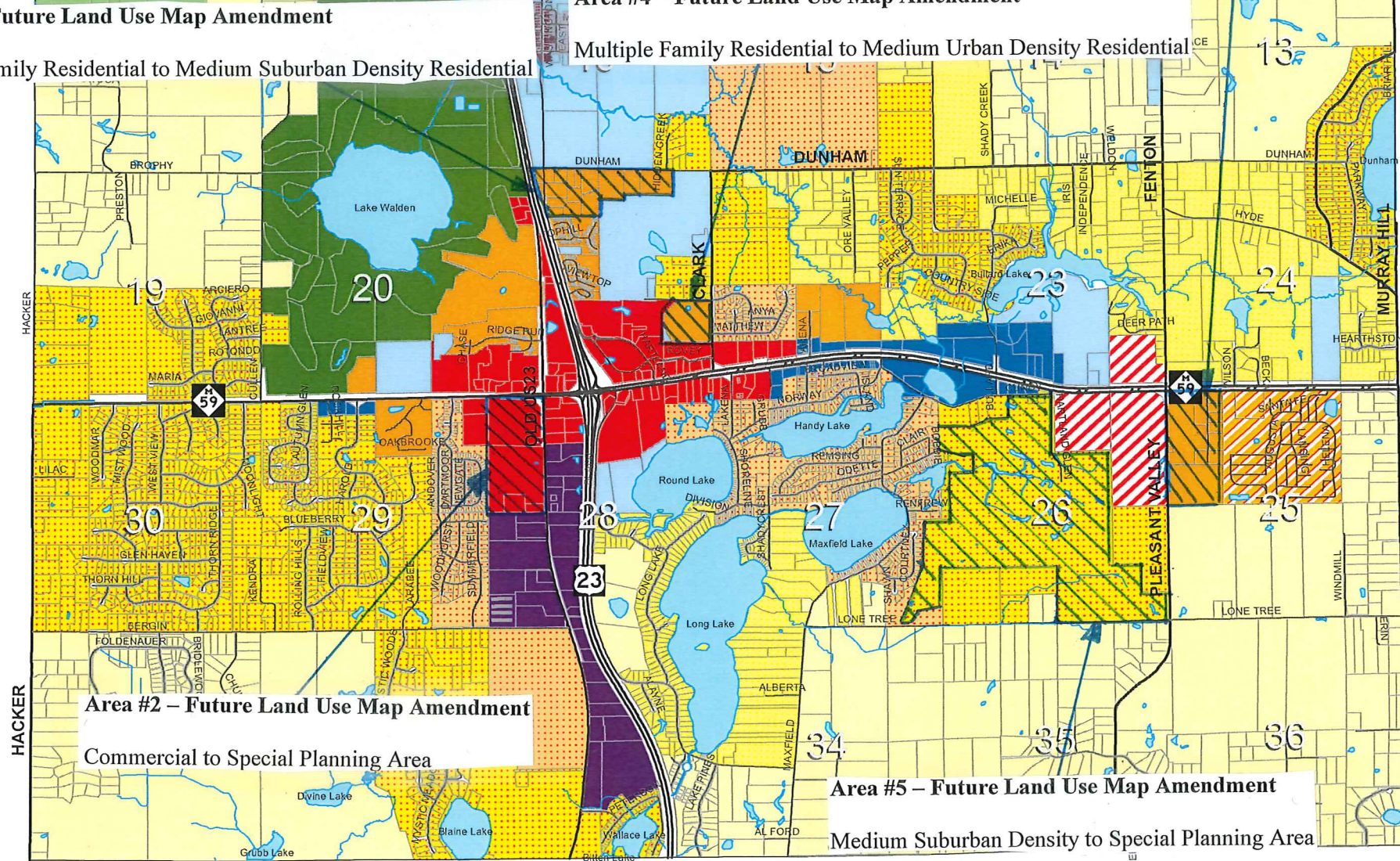


Area #6 – Future Land Use Map Amendment

Multiple Family Residential to Low Suburban Density Residential

Area #4 – Future Land Use Map Amendment

Multiple Family Residential to Medium Urban Density Residential



Area #2 – Future Land Use Map Amendment

Commercial to Special Planning Area

Area #5 – Future Land Use Map Amendment

Medium Suburban Density to Special Planning Area



Map Created By: Hartland Township Planning Department
 Basemap Source: Livingston County

Recommended for Approval by the Hartland Township Planning Commission on July 30, 2015
 Adopted by the Hartland Township Board of Trustees on September 1, 2015

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Troy Langer, Planning Director

Subject: Zoning Amendment #22-001 – Ordinance Amendment to Landscape Requirements to Section 5.7 (Dumpster Enclosure); Section 5.11 (Landscaping and Screening); and Section 5.26 (Signs)

Date: May 9, 2023

Recommended Action

Move to approve the amendment as outlined in the resolution

Discussion

Per the Hartland Township Zoning Ordinance (Section 7.4) and the State Enabling Act, a public hearing is required for a Zoning Ordinance Text Amendment. The Planning Commission held work sessions to discuss this amendment on June 9, 2022, and June 23, 2022. A public hearing was originally scheduled for Zoning Amendment (ZA) #22-001, to be held at the August 11, 2022 Planning Commission meeting. Unfortunately, a quorum of the Planning Commission was not available for that date and the public hearing did not occur. The remaining Planning Commission meetings from September through December 2022 and into January and February of 2023 have been scheduled with development projects and proposals.

A new legal notice was published for the public hearing for ZA #22-001, to be held at the March 9, 2023 Planning Commission meeting. The Planning Commission recommended approval of the proposed Amendment on March 23, 2023. The Livingston County Planning Commission also recommended approval at their April 19, 2023 regular meeting.

The Ordinance Review Committee (ORC) and has been working on an ordinance amendment regarding landscaping and screening requirements in the Zoning Ordinance as outlined in Section 5.11 (Landscaping and Screening). Section 5.7 (Dumpster Enclosure) provides standards for dumpster enclosures, including landscaping requirements around the enclosure (Section 5.7.5.) and is part of the discussion as well. Similarly, landscaping requirements associated with monument signs are found in Section 5.26.8.M.ii.b., thus this is also part of the amended language.

The ORC examined landscape standards and ordinances from many other communities, including the following communities:

Ann Arbor Township
Brighton Township
Commerce Township
Genoa Township
Green Oak Township
City of Novi
West Bloomfield Township

The research included townships comparable to the size and character of Hartland Township as well as several cities which had some notable landscape standards to consider such as plant material options and design options for screening parking lots and detention areas.

The ORC met on several occasions to discuss potential revisions to various sections of the current landscape ordinance and offer guidance to Planning staff in their efforts to prepare a draft version of the amended ordinance. The intent of the modifications to the ordinance is to both simplify and update the current landscape requirements where necessary and to make it “user friendly” for staff, applicants, and the general public. Additionally, the goal is to reduce planting requirements where possible and allow for flexibility in the landscape standards and overall design.

Planning staff worked with Planning Commissioner Grissim, a member of the ORC, on the project. Several draft versions of the ordinance were presented to the ORC for their input. Memorandums were sent to the Planning Commission in 2018 and 2020 which provided updates on the project.

A draft version of the amended ordinance was recently presented to the Planning Commission at their Work Session on June 9, 2022. The discussion was continued at the Planning Commission Work Session on June 23, 2022, and at that meeting the Planning Commission initiated a zoning ordinance amendment to the landscape requirements as outlined in Section 5.7, 5.11, and 5.26.

The amended language applies primarily to Section 5.11 (Landscaping and Screening), with minor changes to Section 5.7.5 (Dumpster Enclosure) and Section 5.26 (Signs), where landscape requirements apply to monument signs. The proposed changes are too numerous to list individually in this memorandum thus a general summary of the revisions is provided below.

The first section lists landscape standards that are proposed to be eliminated or reduced regarding plant material. The remaining sections list proposed updates and reorganization of the Landscape and Screening Ordinance. Please note that the section references below are based on the current Zoning Ordinance designations.

Modifications to plant material requirements:

1. Eliminate landscaping requirement around a dumpster enclosure (Section 5.7.5.).
2. Simplify landscaping requirement for a divider median-eliminate shrub requirement and only require trees and lawn/live plantings to meet required 80% ground coverage (Section 5.11.2.A.vii.)
3. Eliminate landscaping requirement around base of a monument sign (Section 5.11.2.A.ix and 5.26.8.M.ii.b.-Signs). This reduces the number of general landscaping categories from 6 to 5 categories.
4. Eliminate the requirement to provide an extra 25% trees and shrubs, above and beyond the minimum required plants (Section 5.11.2.B.i.).
5. Reduce foundation planting area width from 10 feet to 8 feet. Allow lawn to be a portion of the foundation planting requirement (Section 5.11.2.D.).
6. Eliminate shrub requirement in interior parking lot islands and require lawn and typical number of shade/canopy trees. Require typical number of shrubs/ground coverage/canopy trees in the first row of parking islands closest to the commercial building and/or parking islands located on the perimeter of a parking lot (Section 5.11.2.E.i.d.).
7. Eliminate plantings around a masonry screen wall that is located adjacent to a parking lot (Section 5.11.2.E.ii.a.(3)).

Revise and/or add tables, lists, or drawings

1. Update Figure 5.11.2.B.i (Site Landscaping) and provide additional drawings to denote the following areas:
 - End cap
 - Landscape island in parking row (also called landscaped area in parking lot)

- 15-foot wide landscape area along the length of an internal roadway
 - Perimeter area visible from a public or private road
 - Perimeter area not visible from a public road
 - Buffering and screening
 - Detention basin
2. Provide drawing for detention/retention pond grading and landscaping requirements.
 3. Provide drawing of tree protection fencing.
 4. Revise berm slopes from 1:4 to over 1:3 with a flatter crest. Revise berm drawing (Section 5.11.2.F.ii.).
 5. Update/simplify the plant list in Section 5.11.3.C.ii:
 - Require large or small shrubs and eliminate the “medium” shrub category. Revise other sections as necessary where medium shrubs are stated as part of a formula for required landscaping.
 - Update plant chart (“Suggested Plant Materials”) for large and small shrubs-shrub names, shrub height/spread at time of planting. Update tree list as necessary (Section 5.11.3.C.ii.). Add an expanded plant list as found in other ordinances.
 - Update Section 5.11.3.C.iv. accordingly, to match plant chart.

Updates and reorganization of Landscape Ordinance

1. Reorganize order of some sub-sections, for instance, move the sub-section “Treatment of Existing Plant Material” to “General Site Landscaping”, in order to consider existing plants as part of the required plantings where applicable.
2. Re-write parking lot landscaping section. (Section 5.11.2.E.).
3. Add language to Tree Preservation section. Add requirement for a tree survey by a professional where existing trees are to be preserved and be used to meet tree requirements. Provide a drawing of tree protection fencing, for landscaping to be preserved.
4. Require landscape plans to be prepared by a Registered Landscape Architect (RLA), signed and sealed, unless waived by the Planning Commission or Planning Department. Waiver options are provided. This is in place of the current requirement that states the “Planning Commission may require sealed plans when the project is over five (5) acres in size, or part of a Planned Development, or contains unique or natural features that would benefit from that level of expertise”. The recommended change would provide a professional level of expertise; reduce the number of mistakes in plant selection and design principals; and make the review process much easier for staff and the applicant (Section 5.11.1.D.).
5. Update irrigation standards-irrigation may be waived if the project incorporates landscaping that will contribute points towards LEED certification or equivalent rating system (Section 5.11.2.A.viii.).
6. Add requirement to increase the massing of foundation landscaping/plantings proportionately where the building is taller than 1-story, or building height is twenty (20 feet or greater, or building is longer than 70 feet (Section 5.11.2.D.i.g.)
7. Reduce parking lot berm screening from 3 feet to minimum of 2 feet in height (Section 5.11.2.E.ii.a.(1)).
8. Define the percentage of (tree) heights required for an evergreen tree screen/buffer (Section 5.11.2.G.i.a.).
9. Add language to allow “greenbelt” shrubs to count as “parking lot screen shrubs” or plantings for a detention area, where those areas are adjacent to one another, in order to decrease the number of required plants in overlapping areas.
10. Revise detention requirements-plantings to be integrated into the overall site design; new planting formula; clarify side slope of basin; and add language that Planning Commission could modify detention requirements (plantings) if stormwater collection systems include bioswales, rain gardens and other features that are in place to filter stormwater. Provide drawing of detention pond planting scheme. (Section 5.11.2.H.)
11. Clarify depth of mulch requirements around plant material. Clarify that rock, stone, or gravel can only be used in a narrow maintenance strip along building foundations and cannot be used as mulch (Section

5.11.3.C.iv.j.).

12. Add section on subdivision planting requirements to require street trees.
13. State throughout the ordinance as applicable that landscaped areas must provide 80% bed coverage with plant material at the ground level within two (2) years. This includes parking islands, foundation landscape beds around a building, and any mulched planting beds. The intent is to avoid large, mulched areas with few plants and the potential for weeds.
14. Additional language/ revised language as applicable to clarify and simplify the standards as currently stated.

Other comments

Draft drawings are provided as attachments, for General Site Landscaping, Detention/Retention Pond Grading and Landscaping, and Tree Protection Fencing. Other revisions will be necessary for various charts and other drawings currently provided in Section 5.11 (Landscaping and Screening), and those pages are provided as well. The final details on those items will be addressed at a future time when staff will be working with Clear Zoning on the amended ordinance sections.

Process

Zoning Ordinance Text Amendments are outlined in Section 7.4.4 of the Zoning Ordinance, as follows:

4. Zoning Ordinance Text Amendment Criteria. The Planning Commission and Township Board shall consider the following criteria for initiating amendments to the zoning ordinance text or responding to a petitioner's request to amend the ordinance text.
 - A. The proposed amendment would correct an error in the Ordinance.
 - B. The proposed amendment would clarify the intent of the Ordinance.
 - C. Documentation has been provided from Township staff or the Zoning Board of Appeals indicating problems or conflicts in implementation or interpretation of specific sections of the ordinance.
 - D. The proposed amendment would address changes to state legislation.
 - E. The proposed amendment would address potential legal issues or administrative problems with the Zoning Ordinance based on recent case law or opinions rendered by the Attorney General of the State of Michigan.
 - F. The proposed amendment would promote compliance with changes in other Township ordinances and county, state or federal regulations.
 - G. The proposed amendment is supported by the findings of reports, studies, or other documentation on functional requirements, contemporary building practices, environmental requirements and similar technical items.
 - H. Other criteria as determined by the Planning Commission or Township Board which would protect the health and safety of the public, protect public and private investment in the Township, promote implementation of the goals and policies of the Comprehensive Plan and enhance the overall quality of life in Hartland Township.

Based on Section 7.4.4 of the Zoning Ordinance, either the Planning Commission or the Township Board may initiate a Zoning Ordinance Text Amendment. The Planning Commission initiated the amendment at their Work Session on June 23, 2022.

Per the Hartland Township Zoning Ordinance and the State Enabling Act, a public hearing is required for a Zoning Ordinance text amendment. Given the requirements for publishing a notice for a text amendment, the public hearing has been scheduled for the August 11, 2022 Planning Commission meeting.

Attachments:

1. Draft Landscape Ordinance with strikeouts dated 03.13.2023 – PDF version
2. Draft drawing – General Site Landscaping – PDF version
3. Draft drawing – Detention/Retention Pond Grading and Landscaping Requirements – PDF version
4. Draft drawing – Tree Protection Fencing – PDF version
5. Draft edits to drawings and charts – PDF version
6. Liv. County Memo 04.12.2023 – PDF version
7. Resolution to Approve

T:\PLANNING DEPARTMENT\PLANNING COMMISSION\2022 Planning Commission Activity\Zoning Amendments\ZA 22-001 Amend Landscape Requirements\Staff reports\Planning Commission\ZA22-001 TB staff report 05.09.2023.docx

5.7 DUMPSTER ENCLOSURE

All dumpster enclosures shall comply with the following requirements:

1. Dumpsters shall be completely enclosed and secured by a decorative masonry screen wall on three sides, and steel reinforced, opaque and lockable wooden gates.
2. The type, color, and pattern of the enclosure materials shall match or complement the exterior façade materials of the building and meet the architectural standards in Section 5.24 if applicable.
3. The height of the enclosure shall be sufficient to completely screen all dumpsters and materials, a minimum of six (6) feet in height.
4. The bottom surface within the enclosure shall be constructed of **eight (8) inch thick, reinforced** concrete and shall extend a minimum of ten (10) feet in front of the enclosure.
- ~~5. The enclosure shall be screened with plant materials to the satisfaction of the Planning Commission. Such screening shall also meet the requirements of Section 5.11.1., Section 5.11.3., and Section 5.11.4. contained herein unless superseded by the Planning Commission.~~

5.11 LANDSCAPING AND SCREENING

1. Intent and Scope of Requirements

A. Intent. Landscaping enhances the visual image of the Township, preserving natural features, improving property values, and alleviating the impact of noise, traffic, and visual distraction associated with certain uses. Screening is important to protect less intensive uses from the noise, light, traffic, litter and other impacts of more intensive, nonresidential uses. Lighting and sidewalks create, where appropriate, an important part of the Township's visual image. These provisions are intended to set minimum standards for the design and use of landscaping, greenbelts, screening, lighting, and walkways, and for the protection and enhancement of the Township's environment. More specifically, the intent of these provisions is to:

- i. Improve the appearance of off-street parking areas, vehicular use areas, and property abutting public rights-of-way,
- ii. Protect and preserve the appearance, character, and value of the neighborhoods that abut non-residential areas, parking areas, and other intensive use areas, thereby protecting the public health, safety and welfare,
- iii. Create a safe and efficient means of pedestrian circulation,
- iv. Reduce soil erosion and depletion, and v. Increase soil water retention, thereby helping to prevent flooding.

B. Scope of Requirements. A detailed landscape plan shall be submitted as part of the site plan review process in accordance with the provisions set forth in Section 6.1, Site Plan Review. No site plan shall be approved unless it shows landscaping, screening, buffering, berming grading, walls, fencing, lighting and

sidewalks consistent with the requirements of this Ordinance. Landscaping shall include plant materials such as trees, shrubs, ground covers, perennial and annual plants; landscape elements such as rocks, water features, fences, walls, paving materials, and site lighting; and site furnishings such as benches, drinking fountains, trash receptacles, and planters. All graphics, contained in this Section, are for illustrative purposes only. The requirements in this Section shall not apply to single family detached homes, unless otherwise specifically noted.

C. Minimum Requirements. The requirements in this Section are minimum requirements, and under no circumstances shall they preclude the developer and the Township from agreeing to more extensive standards.

D. Design Creativity for Landscaping. Creativity in landscape design is encouraged. Accordingly, required trees and shrubs may be planted at uniform intervals, at random, or in groupings, depending on the designer's desired visual effect. The developer and landscape professional shall work with the Township to ensure consistency with the character of the area, providing the massing and visual interest to enhance the architecture and ensure coordination of the proposed landscaping with adjoining properties and throughout the community.

~~A landscape professional shall be professionally trained and have expertise in the area of landscape architecture, horticulture, landscape design or a similar field. Expertise in types of plant material, growth patterns, durability, installation and maintenance is required. The Planning Commission may require sealed plans from a Licensed Landscape Architect when the project is over five (5) acres in size, part of a Planned Development or contains unique or natural features that would benefit from that level of design expertise.~~

~~Whenever a landscape plan is required under the provisions of the Ordinance a detailed planting plan of said improvements shall be submitted and approved with the site plan prior to the issuance of a **land use permit**. Unless waived by the Planning Commission, or the Planning Department reviewing the plan, the plan shall be prepared by a landscape architect, registered in the State of Michigan. A waiver could include the following:~~

~~i. Minor site plan amendment as **outlined** in Section 6.1.10 of the Zoning Ordinance.~~

~~ii. Agricultural operation~~

~~iii. Adding a drive-through window in an existing building.~~

~~iv. Building addition less than ten percent (10%) of the overall existing building size.~~

~~v. Addition of parking spaces that include screening consistent with previously approved landscape plan.~~

~~vi. Any other site improvement where the Planning Commission deems such improvements does not require a plan prepared by a registered landscape architect.~~

2. General Landscaping Requirements

A. General Requirements

i. Standards. All developed portions of the site shall conform to the following general landscaping standards, except where specific landscape elements, such as a greenbelt, berm, or screening are required. All unpaved portions of the site shall be planted with grass, ground cover, shrubbery, or other suitable live plant material, which shall extend to any abutting street pavement edge, unless an alternate material is approved by the Planning Commission.

ii. All planting beds with shrub or groundcover requirements shall provide a minimum eighty percent (80%) ground coverage within two (2) years of planting.

iii. Units of Measurement. For purposes of determining the minimum number of live plant materials required for a site, when the calculation results in a fractional number, any fraction of less than one-half (1/2) may be disregarded, while a fraction of one-half (1/2) or more shall be counted as a requirement for one plant.

iv. Lot Frontage Measurement. For purposes of determining the minimum number of live plant materials required for a site, lot frontage shall mean the distance between the two side lot lines of a lot or parcel of land as measured at the road and shall include any openings for driveways, sidewalk, or easements.

~~iv. Lawn Areas. Grass areas in the front yard of all non-residential uses shall be planted with sod or hydro-seeded.~~

v. Maintenance of Unobstructed Visibility. No landscaping shall be established or maintained on any parcel or in any parking lot that will obstruct the view of drivers. Accordingly, all landscaping shall comply with the provisions concerning clear vision area set forth in Section 5.1, Clear Vision Area.

vi. Utility Clearance. In no case shall landscaping material be planted in a way that will interfere with or cause damage to underground utility lines, public roads, or other public facilities. Species of trees whose roots are known to cause damage to public roadways, sewers, or other utilities shall not be planted closer than fifteen (15) feet from any such roadways, sewers, or utilities. Trees shall be setback from overhead utility lines as indicated in Table 5.11.2.A.vi, Utility Clearance.

vii. Landscaping of Divider Medians. Where traffic on driveways, maneuvering lanes, private roads, or similar vehicle access ways are separated by a divider median, the median shall be curbed and have a minimum width of ten (10) feet. A minimum of one (1) canopy or evergreen tree ~~and six (6) medium shrubs~~ shall be planted for the initial twenty five (25) lineal feet or portion thereof plus one (1) additional canopy or evergreen tree ~~and four (4) additional medium shrubs~~ for every increment of twenty five (25) lineal feet. Trees may be planted at uniform intervals, at random, or in groupings, but in no instance shall the center-to-center distance between trees exceed sixty (60) feet. The ground surface

shall be covered with grass, groundcover, shrubbery or other live plant material to meet ground coverage in Section 5.11.2.A.ii.

viii. Irrigation. The site plan shall indicate the proposed method of watering landscaped areas. For all new developments, requiring site plan approval, an in-ground irrigation/ sprinkler system is required. The Planning Commission may permit an alternate method of irrigation in accordance with Section 5.11.7, Modification to Landscape Requirements. To assist in maintaining plant materials in a healthy condition, all landscaped areas (including lawns) shall be provided with an automatic, underground, or drip irrigation system, subject to the following:

a. All automatic irrigation systems shall be designed to minimize water usage, have rain sensors, and shall be shut off during water emergencies, periods of protracted rainfall, or water rationing periods.

b. The irrigation requirement may be waived by the reviewing authority if the project incorporates landscaping that will contribute points towards LEED certification or an equivalent rating system.

ix. Landscaping around the base of monument signs. Landscaping shall be provided at the base of the monument sign. The landscape area shall be a minimum width of five (5) feet on each of the longest sign faces and be defined by a landscape edge to maintain a finished appearance. Plantings shall include a mix of evergreen/deciduous shrubs or ornamental trees. Landscaping should provide year-round interest. Perennials, annuals and mulch may be used as in-fill but shall not exceed thirty percent 30% of the planting area. Landscaping should be in scale with the sign height and length to create a substantial base.

B. General Site Landscaping

i. Site landscaping is required by this Section in six-five general areas: greenbelt; foundation; parking lot interior and perimeter; retention/detention facilities; monument signs; and, screening and buffering. As part of site plan review, the applicant shall identify the minimum number of trees and shrubs required to meet the general areas described in this Section. In addition to these minimum requirements, the applicant shall provide additional trees and shrubs comprising twenty five percent 25% of the minimum required for each Plant Material Category. Additional plantings shall be used to further enhance the site's overall landscape plan and may be used in existing planting beds or to provide continuity between landscape areas.

The Planning Commission may allow substitutions to Section 5.11.3.C, Plant Material Specifications when it finds that the intent of this Ordinance would be met, and the landscape plan enhanced through the modification.

ii. Landscaping may include the preservation of existing trees and shrubs along with new trees, shrubs, grass, ground cover, and other living plant material. No more than one-third (33%) of the area being comprised of grass or ground covers. The one-third (33%) shall be calculated within each required

~~landscape area, i.e. greenbelt, screening, foundation, etc.~~ Preserved landscaping shall meet the intent and quality as required by this Section.

[TEXT MOVED FROM SEC 5.11. ~~4.E.5~~]

5jii. Treatment of Existing Plant Material. The following regulations shall apply to existing plant material:

Aa. Consideration of Existing Elements in the Landscape Design.

i.(1) In instances where healthy plant material exists on a site prior to its development, the Planning Commission may permit substitution of such plant material in place of the requirements set forth ~~previously~~ in this Section, provided such substitution is in keeping with the spirit and intent of this Ordinance. In order to satisfy the landscape requirements the preserved trees shall be of high quality and a minimum of four (4) inch caliper measured twelve (12) inches above grade and located within the developed portion of the site.

ii.(2) In no case shall the minimum number of required trees be reduced by more than fifty percent (50%) through the use of the preserved trees.

iii.(3) Existing trees, berms, walls, or other landscape elements may be used to satisfy the requirements set forth ~~previously~~, provided that such landscaping is in conformance with the requirements of this Section.

Bb. Preservation of Existing Plant Material

(1) Trees

i.(a) ~~Site~~ The plans shall show all existing trees which are located in the portions of the site that will be built upon or otherwise altered, and are eight (8) four (4) inches or greater in caliper, ~~measured four and one-half (4.5) feet above grade.~~

(b) If existing trees are proposed to remain and be used to meet tree requirements a tree survey, prepared by a professional land surveyor, shall be submitted showing all trees to be preserved. Tree size (height or trunk diameter), species and condition of the tree shall be provided on the survey.

(2) Trees and Other Plantings

ii.(a) Trees and plantings shall be labeled "To Be Removed" or "To Be Saved" on the site plan. If existing plant material is labeled "To Be Saved" on the site plan, protective measures should be implemented, such as the placement of fencing ~~or stakes~~ at the drip line around each tree or planting bed. Protective fencing shall be installed prior to the commencement of any construction activities. No vehicle or other construction equipment or materials shall be parked or stored within the drip line of any tree or other plant material intended to be saved. Refer to Figure _____.

(b) If existing tree(s) and plant material to be saved are not being watered by an irrigation system currently, they are not required to received irrigation.

.iii.(b) In the event that healthy plant materials which are intended to meet the requirements of the Ordinance are cut down, damaged or destroyed during construction, said plant material shall be replaced with the same species as the damaged or removed tree plantings to meet all other requirements. A modified landscape plan shall be submitted to the Township showing the replacement of the damaged or removed tree plantings and the proposed replacement to the Zoning Administrator for review and approval. The Zoning Administrator, at his/her discretion, may require Planning Commission review and approval.

C. Greenbelt

i. A greenbelt shall be planted along any public or private road right-of-way within the first thirty (30) feet of the property, see 5.11.2.B.i, General Site Landscaping. Plantings may occur within the right-of-way, private property or a combination of both. If the plantings are not permitted within the first thirty (30) feet of the property, due to conflicts with utilities, sight lines or other right-of-way encumbrances, the Planning Commission may allow the planting elsewhere within the required front yard setback if it finds the intent of the greenbelt is still met. The greenbelt shall meet the following standards:

a. The greenbelt shall be a minimum of twenty (20) feet wide and shall generally run parallel to the public or private right-of-way, excluding regulated wetlands. The greenbelt should be arranged to simulate a natural setting with staggered or clustered plantings, except where a more traditional or formal design is appropriate for the development and surrounding area and will meet the intent of this Section.

b. The greenbelt shall include one (1) canopy tree for every thirty (30) linear feet or portion thereof of lot frontage. For example, eighty (80) feet of frontage shall require three (3) canopy trees. The Planning Commission may approve a substitution of evergreen trees for up to fifty percent (50%) ~~percent~~ of the canopy trees.

c. The greenbelt shall include three (3) small deciduous ornamental trees or large deciduous or evergreen shrubs for the initial forty (40) linear feet or portion thereof of lot frontage. Thereafter, one (1) additional small deciduous ornamental tree or large deciduous or evergreen shrub shall be required for every twenty (20) feet or portion thereof of lot frontage. For example, eighty (80) feet of frontage shall require five (5) ornamental trees or large shrubs.

d. The greenbelt shall be planted with grass, groundcover, shrubbery or other live plant material, other than those areas used as drives, sidewalks or other approved structures and areas where live plant material would not survive.

e. Public rights-of-way located adjacent to required landscaped areas and greenbelts shall be maintained by the owner or occupant of the adjacent property as if the rights-of-way were part of the

required landscaped areas or greenbelts. No plantings except grass or ground cover shall be permitted closer than three (3) feet from the edge of the road pavement.

f. The Planning Commission may determine that existing trees which are preserved within the road right-of-way, easement or determined greenbelt area may meet all or part of the requirement based on their location, species, size and integration into the overall landscape plan. Preservation of the trees located within the right-of-way must be confirmed in writing by all agencies having an easement over said right-of-way prior to site plan review.

g. In instances where the greenbelt is adjacent to a parking area, the greenbelt shrubs may be used to provide the required screening as outlined in Section 5.11.2.E. Perimeter Parking Lot Landscaping.

ii. A minimum fifteen (15) foot wide landscape area shall be provided along the length of internal roadways providing shared public access to the site. The landscape area shall be planted with a minimum of one (1) canopy or evergreen tree for every thirty (30) feet or portion thereof. Where an internal roadway abuts a parking area, screening shall be provided per Section 5.11.2.E.ii.

D. Foundation Landscaping

i. Foundation ~~plantings-landscaping~~ shall be required to visually break up the mass of buildings ~~and enhance the traffic flow~~ in accordance with the following requirements and as illustrated in Figure 5.11.2.B.i., General Site Landscaping. Foundation landscape areas can be a combination of lawn and plantings.

a. The length of this planting area must equal at least sixty percent (60%) of front and sides of the building length along the front and sides of buildings which face a public or private road, is adjacent to a parking lot or other areas which provide access to the building(s) or adjacent to a developable site or area.

b. Planting Landscape areas shall be a minimum of eight (8) feet in width ~~when and be~~ located adjacent to the building ~~or ten (10) feet in width when located between the building and a parking area or drive aisle to prevent vehicle encroachment.~~

c. Plantings shall contain a minimum of one (1) deciduous ornamental tree or columnar tree and six (6) ~~medium-large~~ shrubs or eight (8) small shrubs for every thirty (30) lineal feet of building length or portion thereof. ~~The Planning Commission may permit a mixture of small and medium size shrubs when the ratio of plantings is consistent with the intent of this Section.~~ Landscape areas shall meet minimum coverage per Section 5.11.2.A.ii.

~~d. Planting areas shall be integral with the pedestrian walkways and parking areas and associated driveways.~~

~~ed.~~ Permanent raised landscape planters which are designed as an integral part of the pedestrian walkway may be used to satisfy the foundation landscape requirement. ~~A minimum of one (1)~~

~~ornamental tree and eight (8) small shrubs per thirty (30) lineal feet of building frontage or portion thereof is required for raised planters as long as all plant material coverage requirements are met, and planter dimensions provide appropriate growing conditions.~~

fe. Where arcades are used across a building's façade, trees may be used in lieu of shrub plantings and satisfy the requirements for foundation plantings. A minimum of one (1) canopy or evergreen tree per thirty (30) lineal feet of building frontage is required

gf. Buildings ~~with a greater mass in length or height that are taller than~~ **one story, or building height is twenty (20) feet or greater, or are longer than seventy (70) feet** shall be required to increase the massing of the foundation landscaping proportionately through modification in the required number of plants, size of the plants at time of planting and/or a change to a larger tree or shrub species.

E. Parking Lot Landscaping. Off-street parking areas containing ten (10) or more parking spaces shall provide landscaping in accordance with the following requirements and as illustrated in Figure 5.11.2.B.i., General Site Landscaping:

i. Interior Areas. Each separate landscape area within a parking lot shall be adequately planted and maintained and shall be located in such a manner as to divide and breakup the expanse of pavement and define parking areas and circulation paths. The following specific standards apply:

a. ~~Where a row of parking spaces exceed ten (10) parking spaces, a~~ Unless otherwise approved by the Planning Commission, landscaped endcaps shall be installed at each terminus of the row of parking. Endcaps shall also be used to direct vehicles into the drive aisle and further define the designated parking area.

b. ~~Where a parking row contains twenty (20) or more continuous spaces, one landscape island shall be required at or about the midpoint of the row or as determined by the Planning Commission as part of the overall design.~~ A landscape island shall be required at intervals, not to exceed, fifteen (15) continuous parking spaces.

c. Landscaped areas in parking lots shall be no less than ten (10) feet in any single dimension and no less than one hundred eighty (180) square feet. To improve visibility and maneuvering, the length of the landscaped areas shall be two (2) feet less than the adjacent parking stalls. Landscaped areas in or adjacent to parking lots shall be protected with curbing or other means to prevent encroachment of vehicles.

d. Requirements for plant material shall be based on the location, size, and shape of the parking lot landscaped area. ~~A minimum of one (1) canopy tree shall be planted per one hundred eighty (180) square feet or fraction thereof of interior landscaped endcaps, islands or medians. A minimum of fifty (50) percent of each interior landscaped area shall be covered with a combination of small and medium evergreen and deciduous shrubs. The remaining landscape area may include a combination of groundcover, perennials, annuals and mulch.~~ to achieve the following goals:

(1) Mitigate heat from parking lot pavement:

(a) All parking lot islands shall be planted with canopy trees at a minimum rate of one (1) tree per one hundred eighty (180) square feet or a fraction thereof.

(b) All parking lot islands shall be crowned and covered with lawn or live plant material to meet minimum ground coverage requirements per Section 5.11.2.A.i.

(2) Screening large expanses of parking lot pavement. Islands located on the perimeter of parking areas shall be planted to provide a twenty four (24) to thirty (30) inch in height screen to meet minimum ground coverage requirements per Section 5.11.2.A.i.

Refer to figures 5.11.2.B.i and 5.11.2.E.i for additional clarification.

e. Plantings within parking lots shall comply with the requirements for clear vision set forth in Section 5.1, Clear Vision Area. The landscape plan shall indicate the type, size, and quantity of plant material proposed for such areas.

f. Where the installation of interior parking lot landscaping would impede circulation or prevent routine maintenance, the Planning Commission may approve alternative landscaping ~~along the perimeter of the parking lot.~~

g. The Planning Commission may require evergreen trees where visibility is not an issue and screening or buffering would be beneficial.

ii. Perimeter Areas. For purposes of this ~~S~~section the perimeter area measures fifteen (15) feet in width from the edge of the parking lot or drive aisle measured from the back of curb and the length of the abutting parking aisle. To minimize the conflict between parking lots and public or private roads and neighboring uses, the perimeter of the parking lot shall be screened in accordance with the following standards:

a. Parking lots shall be effectively screened or buffered from the public right of way, ~~or a private road,~~ or internal roadway with one or more of the following landscaping designs:

(1) Landscape berm ~~between a minimum of two (2) and three (3)~~ feet in height and planted with a combination of evergreen and deciduous shrubs to effectively screen vehicles and associated headlights all year long.

(2) Evergreen hedge row a minimum of three (3) feet in height within two (2) years of planting, planted in a row or staggered to create continuous screening. In no case shall an evergreen hedge be less than thirty (30) inches at the time of planting.

(3) A decorative screening wall a minimum of three (3) feet in height located adjacent to the parking lot ~~with a combination of evergreen and deciduous shrubs planted between the parking area and roadway.~~

~~The Planning Commission may require similar planting materials on the development/building side of the screening wall.~~

(4) The Planning Commission may permit modifications to the screening requirement including the use of ~~metal ornamental~~ fencing or other decorative elements where a greater setback, natural landscaping or topography, or unique site layout would allow for a lesser or modified screening requirement.

b. Perimeter areas not visible from a public road ~~that do not have other screening requirements such as screening between properties,~~ shall be landscaped with a minimum of one (1) canopy ~~tree with four (4) large shrubs or one (1) or~~ evergreen tree for every thirty (30) lineal feet or portion thereof. ~~When canopy trees are used, understory shrubs are required to buffer/screen the parking lot.~~ The Planning Commission may require additional plantings where the proposed intensity of land uses deviate from the existing adjacent land uses or zoning district.

iii. Cart Corrals. Shopping cart corrals provided in parking areas shall be designed as an integral part of a parking lot landscape island(s). The cart corral area shall be a maximum of ten (10) feet in width and ~~up to forty (40) feet in depth (standard island width for back-to-back parking stalls)~~ two (2) feet less in depth than the adjacent parking stalls. The cart corral area shall be flanked on each side by a crowned landscape area a minimum of eight (8) feet in width and extending the full depth of the cart corral, and have a minimum six (6) inch concrete curb to contain the carts between the landscape areas. ~~Raised or depressed pavement may be used at the openings of the cart corral and at the center to contain the carts within.~~ Plantings shall be provided within the landscape areas ~~and shall include canopy trees and medium evergreen or deciduous shrubs~~ sufficient to obscure view of stored carts all year long to a height of three (3) feet. The landscape areas may count towards the interior parking lot landscape requirements. No ~~additional~~ structures shall be permitted for storage of shopping carts in parking areas.

F. Berms. Where berms are used they shall conform to the following standards:

i. General Requirements. Berms used for screening between land uses shall be landscaped in accordance with Section 5.11.2.G, Buffering or Screening Requirements.

Berms used for screening between parking lots and access rights-of-way shall be landscaped in accordance with the Section 5.11.2.E.ii, Perimeter Parking. The height of berms used to screen off-street parking shall be measured from the adjacent parking lot or right-of-way whichever is higher.

Berms shall be integrated into the site's overall landscape design to provide a natural rhythm and flow between all landscape areas and improvements. The Township encourages berms to undulate in height and vary in contours to create a more natural appearance.

ii. Dimensions. Unless otherwise indicated or appropriate, required berms shall be measured from the grade of the parking lot or flat ground adjacent to the berm, and shall be constructed with slopes no steeper than one (1) foot vertical for each ~~four (4)~~ three (3) feet horizontal (~~25 percent slope~~ thirty-three percent (33%) slope), with at least a four (4) foot wide flatter crest area on top. ~~The exterior face of the berm shall be constructed as an earthen slope. The interior face may be constructed as an earthen slope~~

~~or retained by means of a wall or terrace. A berm shall run the length of the developed site area and shall be a minimum width of twenty (20) feet wide with an average berm height of three (3) feet and a minimum berm height of two (2) feet. When additional screening is required, the Planning Commission may require a minimum berm height of four (4) feet.~~

iii. Protection from Erosion. Any required berm shall be planted with ~~soed~~ lawn, ground cover, or other suitable live plant material to protect it from erosion so that it retains its height and shape. The Planning Commission may allow the use of hardscape material, including masonry landscape blocks, stones, and other natural and decorative materials to retain the shape and height of a berm.

G. Buffering or Screening Requirements

i. Screening between Land Uses. Upon any improvement or change in use for which a site plan is required, a landscape buffer shall be provided to create a visual screen at least eight (8) feet in height along all adjoining boundaries of a non-residential use or a residential use of higher density and an abutting single family residential zoned property. At the discretion of the Planning Commission, modifications to the required screening may be permitted when alternative screening methods, existing site conditions and/or use of the properties would meet the intent of this Section. The overall height of the visual screen may include the combination of landscape berm and plant material and/or decorative screening walls.

a. When using evergreen trees to meet the screening requirements, plantings shall be spaced no more than twelve (12) feet apart measured on center ~~(depending on their planting size)~~ and shall be planted in a minimum of two (2) rows in a staggered or a clustered pattern with varying tree heights to provide for optimal screening and create a natural looking buffer, see Figure 5.11.2.B.i and 5.11.2.G.i.a. When using a staggered pattern, the minimum spacing between rows shall be ~~six (6)~~ ten (10) feet. When using evergreen trees solely to meet screening requirements and to provide an eight (8) foot in height minimum natural looking buffer, evergreen tree heights shall range from a minimum of eight (8) feet to twelve (12) feet in height or taller. Up to sixty percent (60%) of trees can be eight (8) feet in height, thirty percent (30%) shall be at least ten (10) feet in height and the remaining ten percent (10%) shall be twelve (12) feet in height or taller. In no case shall the trees be less than eight (8) feet in height. Additional deciduous plant materials may be used provided that a complete minimum eight (8) feet in height visual barrier is maintained throughout the year.

b. At the discretion of the Planning Commission, a berm ~~greater than five (5) feet in height may be required and/or decorative fencing may be required to supplement the plantings.~~ If a decorative wall or fencing is used, landscaping shall be required on the side(s) of the wall facing the residential or agricultural zoned district, visible to the public from the site or adjacent to a developable property. The Planning Commission may require additional plantings adjacent to the wall and development site.

ii. Screening Parking Lots from Public Roads. Parking lots shall be screened from the public roads in accordance with Section 5.11.2.E Perimeter Parking Lot Landscaping.

iii. Screening of Ground Mounted Equipment. Mechanical equipment, such as utility cabinets, transformers, satellite dish antennae a minimum of thirty (30) inches in height, and similar equipment shall be screened on at least three (3) sides using evergreen plantings. Insofar as practical, said screening shall exceed the vertical height of the equipment being screened by at least six (6) inches within two (2) years of planting. Screening of mechanical equipment may also be provided using decorative fences or walls when landscaping is not permitted due to equipment clearance and easement restrictions.

H. Landscaping Requirements for Detention/ Retention Areas. Detention/retention ponds shall be integrated into the overall design of the property and landscaped to provide a natural setting. The design and construction of the detention/retention systems shall be in accordance with Hartland Township Engineering Design Standards. When the detention/retention area is in the form of a basin, the following requirements shall apply:

i. Basins shall have a natural, free-form shape, following existing natural topography to the greatest extent possible. If the site is generally flat, the basin shall be shaped to emulate a naturally formed depression. The basin should be a natural shape, and not square, rectangle or other geometric shape. Side slopes should be varied and undulating, rather than having a uniform grade.

~~ii. Basins with side slopes that require fencing are prohibited in front and side yards. When a rear yard basin requires a fence, the fence shall be a decorative style. Chain link fence is prohibited in any circumstance. Side slopes shall not exceed one (1) foot vertical for every five (5) feet horizontal. Side slopes of basins shall not exceed one (1) foot vertical for every four (4) feet horizontal. The Planning Commission shall approve perimeter fencing if deemed necessary.~~

~~iii. A combination of natural stone and~~ landscape materials shall be used to ~~replicate the natural environment and~~ integrate the area with the overall landscape design. Where a basin is designed to have permanent water, a fountain or other water feature may be used.

~~iv. A mixture of landscape materials, including evergreen and canopy/ deciduous trees, shrubs and other substantial plant material shall be planted in a random pattern or groupings. At a minimum one (1) canopy or evergreen tree and ten (10) medium deciduous or evergreen shrubs or six (6) large deciduous or evergreen shrubs or ornamental deciduous trees shall be planted for every fifty (50) linear feet of pond perimeter as measured along the top of the bank elevation. Plantings shall be integrated into the overall site design and may be surrounding and within the basin(s). At a minimum, one (1) canopy tree or evergreen tree shall be planted for every fifty (50) lineal feet of basin perimeter as measured along the top of the bank elevation. The required trees shall be planted in a random pattern or in groupings.~~

v. Basins shall be planted with seed mix or other plantings appropriate to site conditions. All areas to meet vegetation coverage per Section 2.A.ii.

vi. If the detention/retention area is located within the greenbelt, the overall number of plantings required for the greenbelt and detention/retention area may be reduced, at the discretion of the Planning Commission. Refer to Figure 5.11.2.H.1.

vii. Where appropriate, the stormwater collection system may include bioswales, rain gardens and other features that allow run-off water to flow through vegetation prior to entering the stormwater management system. Oil and sediment filters, and other best management practices to control the quality of water entering the system are encouraged. If such systems are employed for the stormwater collection system, landscaping requirements around the detention/retention area may be modified at the discretion of the Planning Commission.

3. Standards for Landscape Materials

Unless otherwise specified, all landscape materials shall comply with the following standards:

A. Plant Quality. Plant materials used in compliance with the provisions of this Ordinance shall be nursery grown, free of pests and diseases, hardy in southeastern Michigan, in conformance with the standards of the American Association of Nurserymen, and shall have passed inspections required under state regulations. Plants shall be No. 1 grade with straight unscarred trunk and well developed uniform crown (park grade trees will not be accepted). Plant materials installed in locations in close proximity to areas exhibiting environmental impacts (for example, exhaust fumes, salt runoff) commonly associated with motorized vehicles shall be hardy under such conditions.

B. Non-Living Plant Material. Plastic and other non living plant materials shall not be considered acceptable to meet the landscaping requirements of this Section.

C. Plant Material Specifications

i. Landscaping shall be varied to enhance design creativity and minimize possible landscape loss caused by specie specific disease. Variations to the species shall continue to provide unity in the overall site design. Tree species shall be required to meet the level of diversity noted in the table that follows.

ii. The use of native plant materials to the area and Southeast Michigan and mixture of trees from the same species association is encouraged. Following is a list of suggested plant materials by category:

iii. Use of plant materials that cause disruption to storm drainage or that are susceptible to pests or disease are not encouraged. The following plant materials exhibit such characteristics, and therefore their use is not encouraged in the Township:

- a. Ashes
- b. Elm (American and Siberian)
- c. Box Elder
- d. Tree of Heaven
- e. European Barberry

- f. Northern Catalpa
- g. Poplar
- h. Willow
- i. Maple (Amur, Norway & Silver)
- j. Ginkgo (Female)
- k. Goldenraintree
- l. Black Locust
- m. Honey Locust (with thorns)
- n. Horse Chestnut (Nut Bearing)
- o. Cottonwood
- p. Mulberry
- q. Amur Cork Tree

iv. The following specifications shall apply to all plant material proposed in accordance with the landscaping requirements of this Ordinance:

a. Canopy Trees. Deciduous canopy trees shall be a minimum of three (3) inches in caliper measured six (6) inches above grade with the first branch a minimum of four (4) feet above grade when planted and not to exceed seven (7) feet above grade when screening is desired.

~~b. Other Deciduous and Columnar Trees. These may be included as part of the overall landscape site design but are generally not considered. At time of planting, the tree height shall be a minimum of twelve (12) feet in height.~~

~~b.~~ Small Deciduous Ornamental Trees and Large Shrubs. Small deciduous ornamental trees/ shrubs shall be a minimum of two (2) inches in caliper measured six (6) inches above grade ~~with a minimum height of four (4) feet above grade when planted~~ or six (6) feet in height ~~from for~~ clump varieties.

~~d.~~ Evergreen Trees. Evergreen trees shall be a minimum of eight (8) feet in height when planted, except as otherwise specified in this Ordinance. Furthermore, evergreen trees used for screening shall have a minimum spread of five (5) feet at time of planting. Columnar evergreen trees may be included as part of the overall landscape site design.

~~e.~~ ~~Deciduous and Evergreen Large~~ Shrubs. Large shrubs shall be a minimum of thirty (30) inches in height and twenty-four (24) inches in spread when planted when used to screen or buffer, unless otherwise specified in this Ordinance.

~~f.~~ ~~Deciduous and Evergreen Small~~ Shrubs Small ~~deciduous and evergreen~~ shrubs shall be a minimum of eighteen (18) inches in height when planted and shall not be used for screening purposes. Low growing shrubs shall have a minimum spread of twenty-four (24) inches when planted.

gf. Ground Cover. Ground cover used in lieu of turf grasses in whole or in part shall be planted in such a manner as to ~~present a finished appearance and reasonably complete coverage after one (1) complete growing season~~ meet coverage requirements per Section 5.11.2.A.ii.

hg. Perennials/Annuals/Ornamental Grass. Perennials/Annuals/ Ornamental Grass are to be used as accent plantings in addition to the required trees and shrubs.

ih. Grass. Grass area shall be planted using species normally grown as permanent lawns in southeast Michigan. Grass, sod, and seed shall be clean and free of weeds, pests, and diseases. Grass may be sodded, ~~plugged, sprigged~~ or seeded. When grass is to be established by a method other than complete sodding or seeding, nurse grass seed shall be sown for immediate effect and protection until complete coverage is otherwise achieved. Straw or other mulch shall be used to protect newly seeded areas.

ji. Mulch. Planting beds shall present a finished appearance with shredded hardwood bark mulch or similar natural material ~~at a minimum depth of three (3) inches~~. Mulch used around trees, and shrubs, and vines shall be ~~a maximum of four (4)~~ three (3) inches in depth deep and shall be pulled three (3) inches away from the trunk. Mulch shall be ~~contained within its respective planting areas through the installation of edging material or curbing~~ two (2) inches in depth around perennials, groundcover and ornamental grasses. Rock, stone, or gravel is not allowed as mulch in planting beds but could be used for a narrow maintenance strip along a building foundation, with the maintenance strip a maximum of two (2) feet in width.

4. Installation, Irrigation and Maintenance. The following standards shall be observed where installation and maintenance of landscape materials are required:

A. Minimum Standards

i. Time of planting. Landscaping shall be installed in a sound, workmanlike manner to ensure the continued growth of healthy plant material. Trees, shrubs, and planting beds shall be generously mulched at the time of planting.

ii. Irrigation. All landscaped areas shall be provided with an irrigation system in accordance with Section 5.11.2.A.viii, Irrigation.

iii. Support Material Removal. Where required, tree stakes, guy wires and tree wraps are to be removed after one year.

B. Off-Season Planting Requirements. If development is completed during the off season when plants cannot be installed, the owner shall provide a performance guarantee to ensure installation of required landscaping in the next planting season, in accordance with Section 6.4, Performance Guarantees.

C. Phased Projects. Projects that are developed in phases may construct and install landscaping to coordinate with the development schedule. A phasing landscape plan shall be submitted at time of site plan review. Prior to beginning the initial or any subsequent phase, all screening required along the

property boundaries adjacent to residentially zoned or used property shall be installed. Where screening material would be destroyed during construction, interim planting materials may be required.

D. Maintenance. Landscaping required by this Ordinance shall be maintained in a healthy, neat, and orderly appearance, free from refuse, debris and weeds. All unhealthy and dead plant material shall be replaced immediately, unless the season is not appropriate for planting, in which case such plant material shall be replaced at the beginning of the next planting season. The developer or owner(s) shall insure perpetual and mandatory maintenance and/or replacement of vegetative plantings pursuant to the approved landscape plan.

E. All constructed or manufactured landscape elements, such as but not limited to benches, retaining walls, edging, and so forth, shall be maintained in good condition and neat appearance. Elements approved as part of Site Plan approval shall, when necessary, be replaced pursuant to the approved plan.

[TEXT MOVED TO SEC 5.11.2.B.iii]

65. Specific Landscaping Requirements

A. Requirements for LC, Limited Commercial and STR, Settlement Residential Districts. Because of the typical small lot size and compact character of the settlements in which these two zoning districts are located, site landscaping requirements shall be as follows for non-residential uses:

i. General Site Landscaping. All developed portions of the site shall conform to Section 5.11.2, General Requirements.

ii. Landscaping Adjacent to Road. Street trees shall be provided and maintained ~~where feasible at one (1) tree per thirty-five (35) feet of frontage.~~ Street trees shall be located in four (4) foot minimum width lawn strip between the road and sidewalk. When this is not feasible, trees shall be planted no further than fifteen (15) feet from the edge of pavement or back of curb unless otherwise approved by the Planning Commission. Landscaping shall be consistent with the streetscape design as provided by the Township, if applicable.

iii. Screening. Upon any improvement or change in use for which a site plan is required, a landscape buffer shall be provided to create a visual screen at least eight (8) feet in height along all adjoining boundaries of a nonresidential use or a residential use of higher density than an abutting single family residential zoned property. At the discretion of the Planning Commission, modification for screening may be allowed pursuant to Section 5.11.7, Modification to Landscape Requirements.

iv. Utility Clearance. See Section 5.11.2.A.vi.

B. Requirements for Single Family Residential Districts. Single Family Residential properties are encouraged to plant and maintain landscaping which provides a good street side appearance, is a mixture of deciduous and evergreen plantings and is in-keeping with the character of the surrounding area. The following requirements are required for all single family detached residential properties and is

in addition to the requirements for residential developments that are approved through the Site Plan Review process.

i. General Site Landscaping. All unpaved portions of the front yard shall be planted with grass, ground cover, shrubbery, or other suitable live plant and landscape bed material, which shall extend to any abutting street pavement edge.

ii. Maintenance of Unobstructed Visibility. No landscaping shall be established or maintained on any parcel that will obstruct the view of drivers. Accordingly, all landscaping shall comply with the provisions set forth in Section 5.1, Clear Vision Area.

iii. Utility Clearance. See Section 5.11.2.A.vi.

C. Subdivision Planting Requirements. In single family platted subdivisions, residential site condominiums or non-residential subdivisions (example: interior streets in industrial subdivisions) street trees, medium or large canopy deciduous trees, shall be planted in front of each lot as follows: one (1) tree shall be planted for every thirty-five (35) feet of frontage between the sidewalk and curb. The width of the area between the sidewalk and back of curb shall be a minimum of four (4) feet.

76. Modifications to Landscape Requirements

In consideration of the overall design and impact of a specific landscape plan, and in consideration of the amount of existing plant material to be retained on the site, the Planning Commission may modify the specific requirements outlined herein, provided that any such adjustment is in keeping with the intent of this Ordinance. In determining whether a modification is appropriate, the Planning Commission shall consider whether the following conditions exist:

A. Topographic features or other unique features of the site create conditions such that strict application of the landscape regulations would result in a less effective screen than an alternative landscape design.

B. Parking, vehicular circulation, or land use are such that required landscaping would not enhance the site or result in the desired screening effect.

C. The public benefit intended by the landscape regulations could be better achieved with a plan that varies from the strict requirements of this Ordinance.

5.26.8.M.ii.b. SIGNS

~~b. All monument signs shall include adequate landscaping in size and quantity of plant material around the base of the sign so as to create a unified and aesthetic appearance with the structure or development in which the sign is promoting.~~

T:\PLANNING DEPARTMENT\Ordinance Review Committee\Landscape ordinance\Draft versions\Landscape Ord 3 13 23 strikeouts highlighted.docx

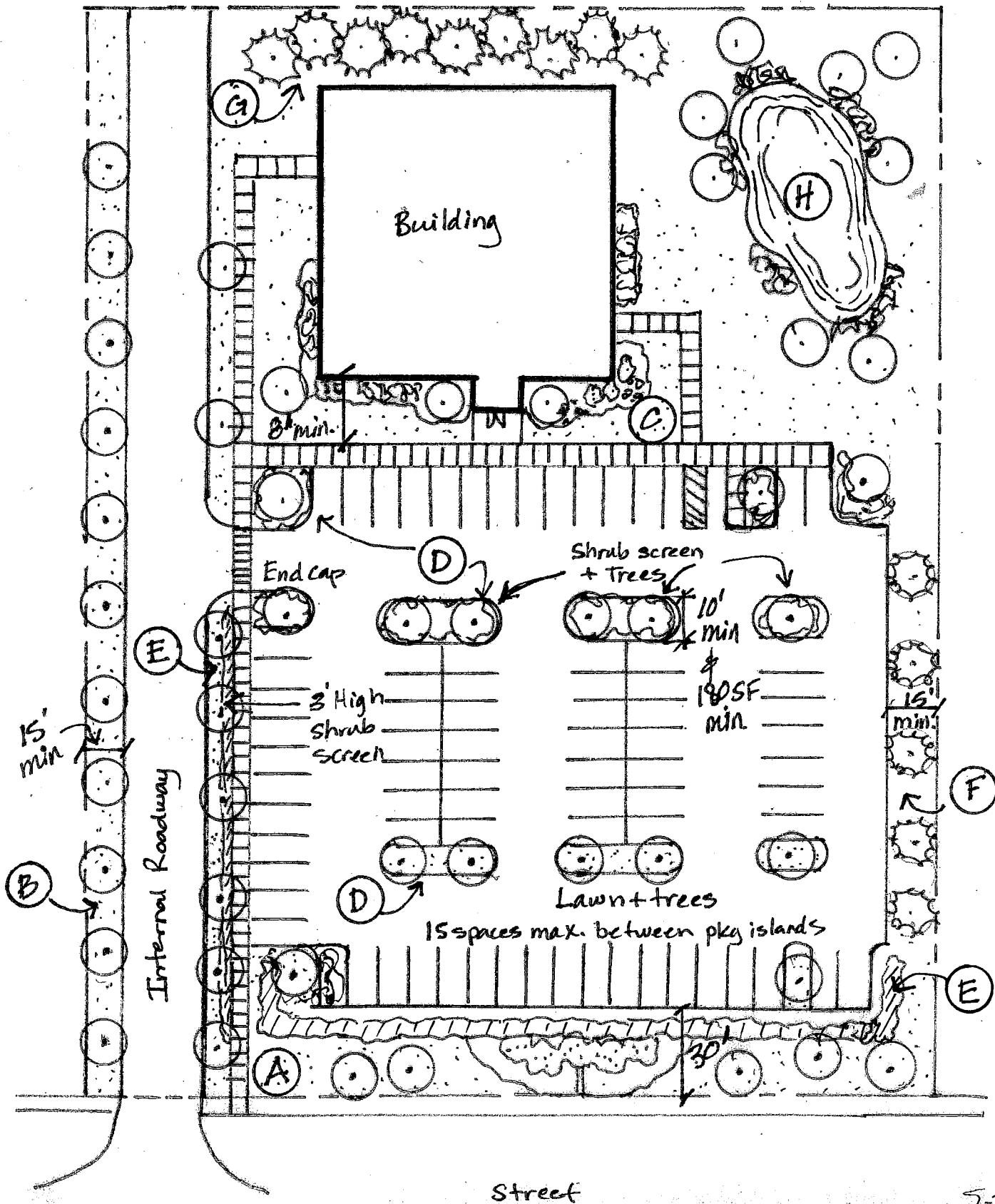
5.11.2.B.i. GENERAL SITE LANDSCAPING

CATEGORY/AREA

- A. Greenbelt
- B. Internal Roadway
- C. Foundation
- D. Parking Lot-Interior Areas
- E. Parking Lot-Perimeter Areas
- F. Perimeter Areas not visible from public road
- G. Buffering/Screening
- H. Detention/Retention Areas

ORDINANCE SECTION

- 5.11.2.C.
- 5.11.2.C.ii.
- 5.11.2.D.
- 5.11.2.E.i.
- 5.11.2.E.ii.a.
- 5.11.2.E.ii.b.
- 5.11.2.G.
- 5.11.2.H.



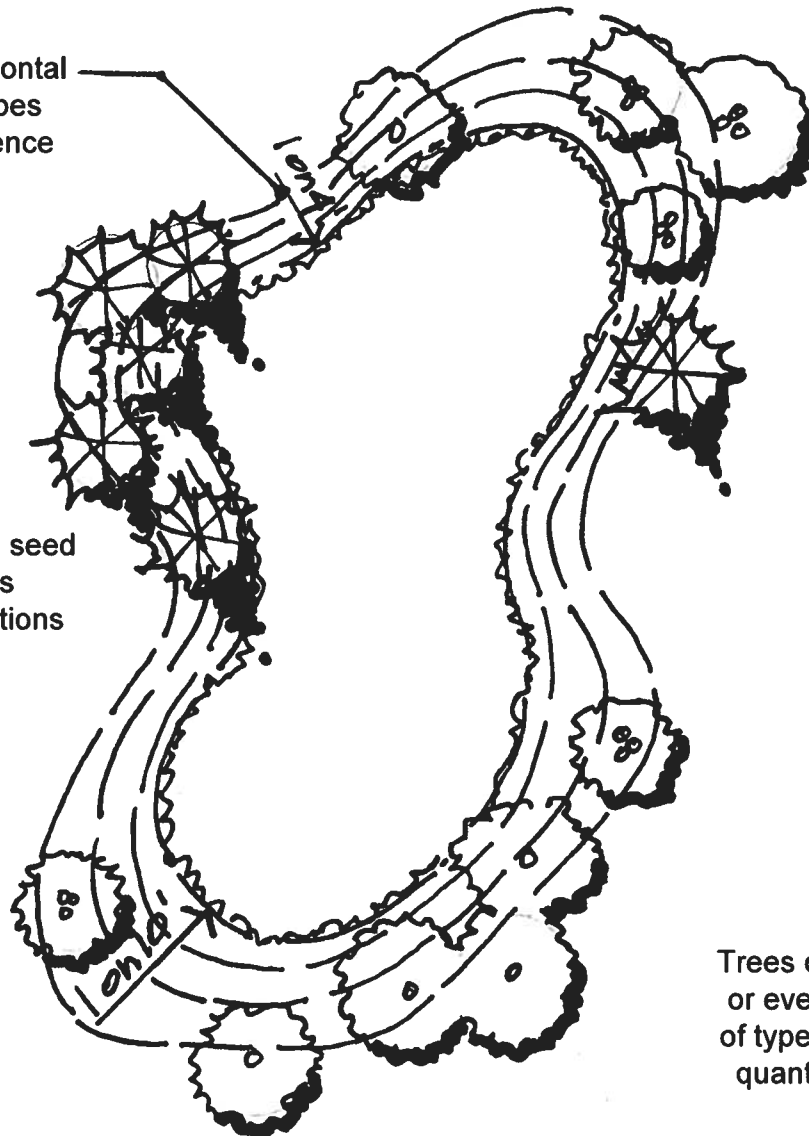
Basins to have a natural, free-form shape

1' vertical on 4' horizontal maximum side slopes allowed without a fence

Basins to be planted with seed mix or other plantings appropriate to site conditions

Basin side slopes shall be varied and undulating.

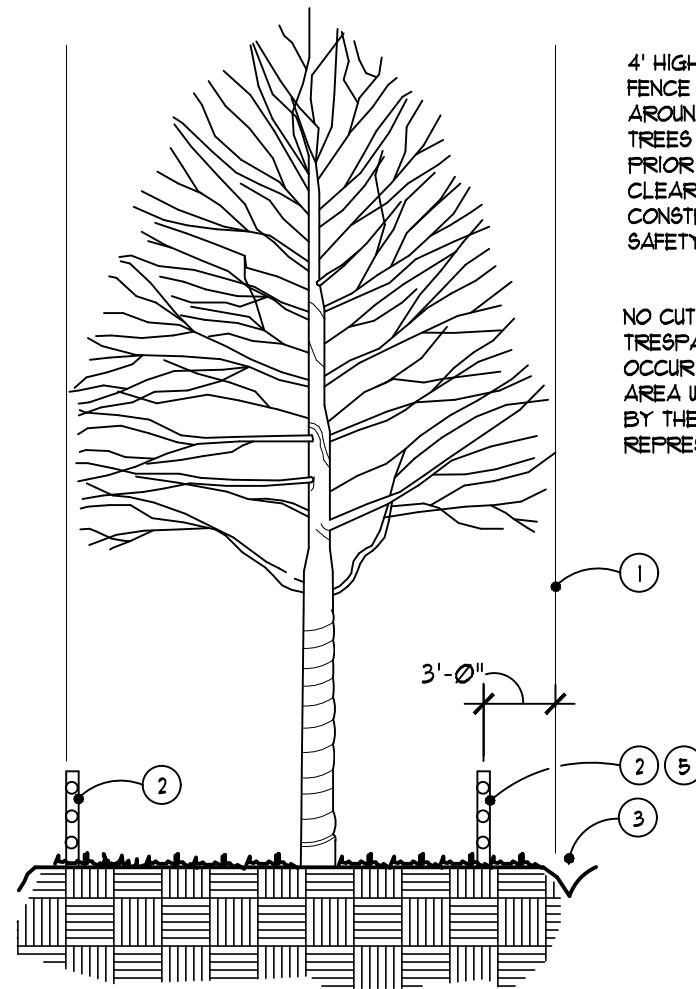
All areas to meet vegetation coverage per section 2.A.ii



Trees can be deciduous or evergreens or a mix of types. Trees to meet quantities per section 2.H

Figure 5.11.2.H
Detention/Retention Pond Grading
and Landscape Requirements

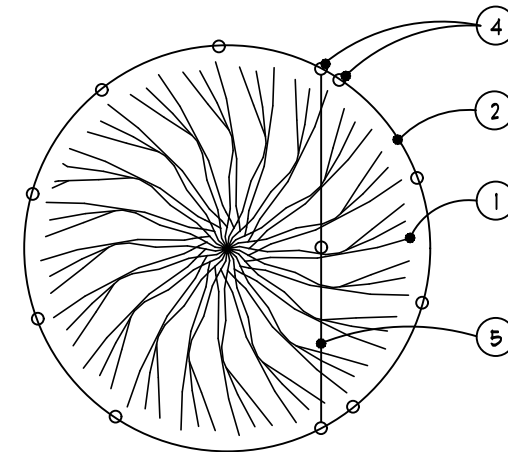
4/20/2022



4' HIGH PROTECTION FENCE TO BE INSTALLED AROUND DRIP LINE OF TREES TO BE SAVED, PRIOR TO ANY LAND CLEARING OR CONSTRUCTION (PLASTIC, SAFETY FENCE)

NO CUTTING, FILLING OR TRESPASSING SHALL OCCUR INSIDE FENCED AREA WITHOUT APPROVAL BY THE OWNER'S REPRESENTATIVE

- ① TREE DRIPLINE
- ② 4' HIGH PLASTIC PROTECTION (SAFETY) FENCE LOCATED AT TRIP LINE OR AS SHOWN ON PLANS
- ③ EXISTING TRENCH OR CURB
- ④ STEEL POSTS 6' HT., 8' O.C., INSTALL POSTS 2' IN GROUND
- ⑤ ALTERNATE FENCE LINE WHERE CURB OR TRENCH ENCLOSES DRIPLINE 3' BACK OF TRENCH

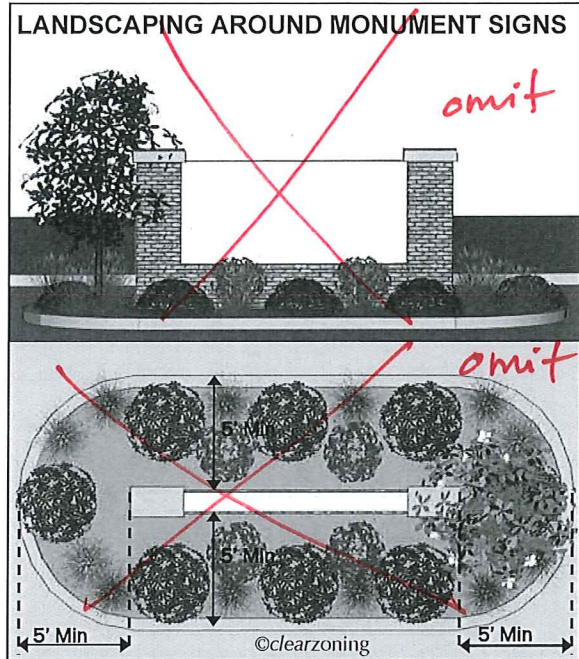
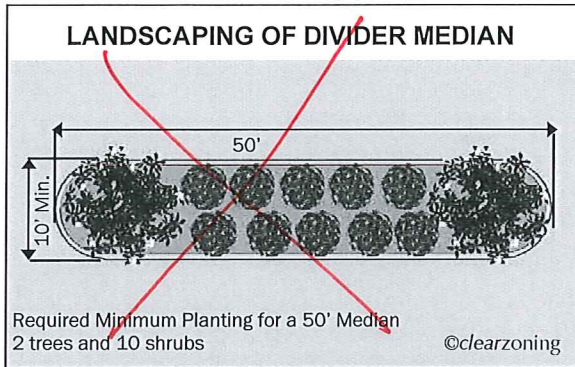


Section

Plan

1 Tree Protection Fence Detail
 - SCALE: 1/8" = 1'-0"

but in no instance shall the center-to-center distance between trees exceed sixty (60) feet.



- viii. Irrigation. The site plan shall indicate the proposed method of watering landscaped areas. For all new developments, requiring site plan approval, an in-ground irrigation/sprinkler system is required. The Planning Commission may permit an alternate method of irrigation in accordance with Section 5.11.7, Modification to Landscape Requirements.
- ix. Landscaping around the base of monument signs. Landscaping shall be provided at the base of the monument sign. The landscape area shall be a minimum width of five (5) feet on each of the longest sign faces and be defined by a landscape edge to maintain a finished appearance. Plantings shall include a mix of evergreen/deciduous shrubs or ornamental trees. Landscaping should provide year-round interest. Perennials, annuals and mulch may be used as in-fill but shall not exceed thirty percent 30% of the planting area. Landscaping should be in scale with the sign height and length to create a substantial base.

B. General Site Landscaping

- i. Site landscaping is required by this Section in six general areas: greenbelt; foundation; parking lot interior and perimeter; retention/detention facilities; monument signs; and, screening and buffering. As part of site plan review, the applicant shall identify the minimum number of trees and shrubs required to meet the general areas described in this Section. In addition to these minimum requirements, the applicant shall provide additional trees and shrubs comprising twenty five percent 25% of the minimum required for each Plant Material Category. Additional plantings shall be used to further enhance the site's overall landscape plan and may be used in existing planting beds or to provide continuity between landscape areas.

The Planning Commission may allow substitutions to Section 5.11.3.C, Plant Material Specifications when it finds that the intent of this Ordinance would be met and the landscape plan enhanced through the modification.

1 Purpose and Introduction

2 Definitions

3 Zoning Districts

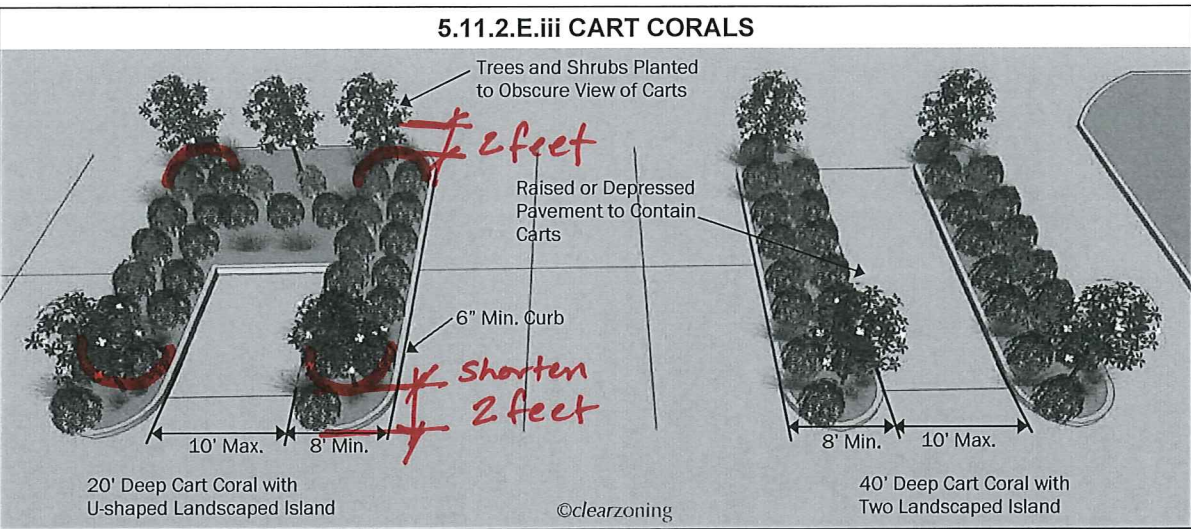
4 Use Standards

5 Site Standards

6 Development Procedures

7 Admin and Enforcement





iii. Cart Corrals. Shopping cart corrals provided in parking areas shall be designed as an integral part of a parking lot landscape island(s). The cart corral area shall be a maximum of ten (10) feet in width and up to forty (40) feet in depth (standard island width for back-to-back parking stalls). The cart corral area shall be flanked on each side by a landscape area a minimum of eight (8) feet in width and extending the full depth of the cart corral, and have a minimum six (6) inch concrete curb to contain the carts between the landscape areas. Raised or depressed pavement may be used at the openings of the cart corral and at the center to contain the carts within. Plantings shall be provided within the landscape areas and shall include canopy trees and medium evergreen or deciduous shrubs sufficient to obscure view of stored carts to a height of 3 feet. The landscape areas may count towards the interior parking lot landscape requirements. No additional structures shall be permitted for storage of shopping carts in parking areas.

shall be landscaped in accordance with the Section 5.11.2.E.ii, Perimeter Parking. The height of berms used to screen off-street parking shall be measured from the adjacent parking lot or right-of-way whichever is higher.

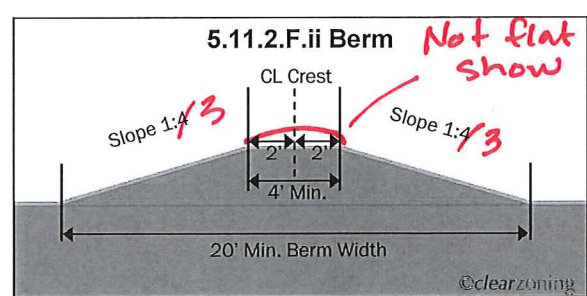
Berms shall be integrated into the site's overall landscape design to provide a natural rhythm and flow between all landscape areas and improvements. The Township encourages berms to undulate in height and vary in contours to create a more natural appearance.

ii. Dimensions. Unless otherwise indicated or appropriate, required berms shall be measured from the grade of the parking lot or flat ground adjacent to the berm, and shall be constructed with slopes no steeper than one (1) foot vertical for each four (4) feet horizontal (25 percent slope), with at least a four (4) foot flat area on top. The exterior face of the berm shall be constructed as an earthen slope. The interior face may be constructed as an earthen slope or retained by means of a wall or terrace.

F. Berms. Where berms are used they shall conform to the following standards:

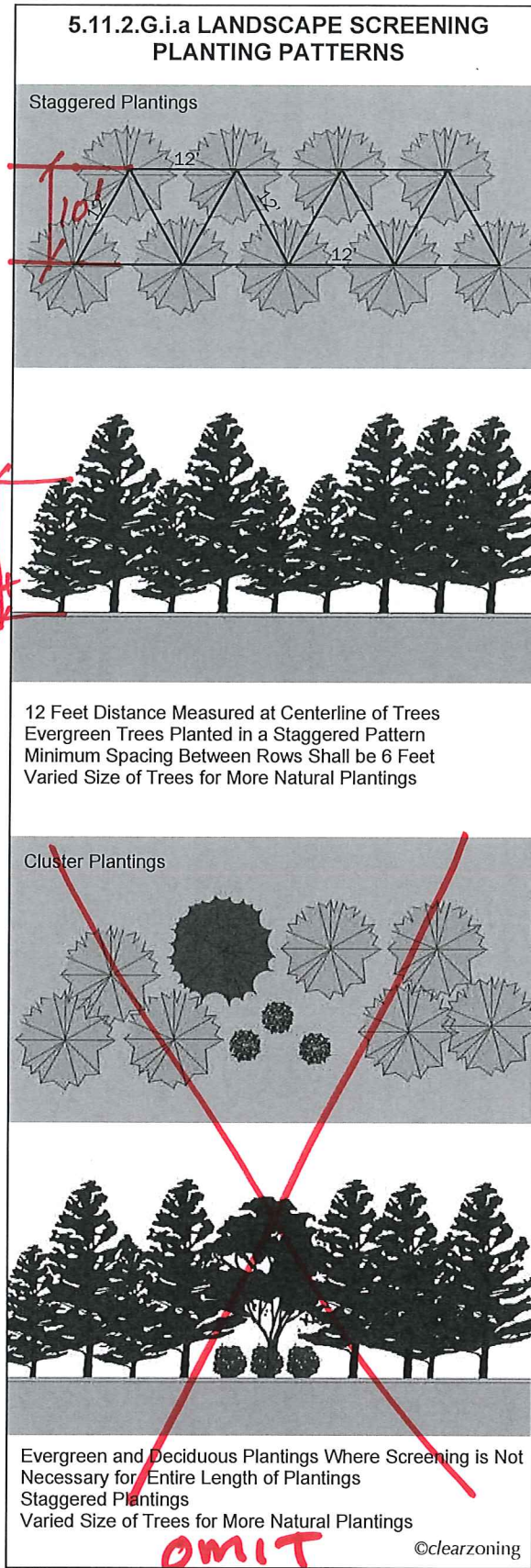
i. General Requirements. Berms used for screening between land uses shall be landscaped in accordance with Section 5.11.2.G, Buffering or Screening Requirements.

Berms used for screening between parking lots and access rights-of-way



A berm shall run the length of the developed site area and shall be a minimum width of twenty (20) feet wide with an average berm height of three (3) feet and a minimum berm height of two (2) feet. When additional screening is required, the Planning Commission may require a minimum berm height of four (4) feet.

- iii. Protection from Erosion. Any required berm shall be planted with sod, ground cover, or other suitable live plant material to protect it from erosion so that it retains its height and shape. The Planning Commission may allow the use of hardscape material, including masonry landscape blocks, stones, and other natural and decorative materials to retain the shape and height of a berm.
- G. Buffering or Screening Requirements
- i. Screening between Land Uses. Upon any improvement or change in use for which a site plan is required, a landscape buffer shall be provided to create a visual screen at least eight (8) feet in height along all adjoining boundaries of a non-residential use or a residential use of higher density and an abutting single family residential zoned property. At the discretion of the Planning Commission, modifications to the required screening may be permitted when alternative screening methods, existing site conditions and/or use of the properties would meet the intent of this Section. The overall height of the visual screen may include the combination of landscape berm and plant material and/or decorative screening walls.
 - a. When using evergreen trees to meet the screening requirements, plantings shall be spaced no more than twelve (12) feet apart measured on center (depending on their planting size) and shall be planted in staggered or a clustered pattern with varying tree heights to provide for optimal screening and create a natural looking buffer, see Figure 5.11.2.B.i and 5.11.2.G.i.a. When using a staggered pattern the minimum spacing between rows shall be six



1	Purpose and Introduction
2	Definitions
3	Zoning Districts
4	Use Standards
5	Site Standards
6	Development Procedures
7	Admin and Enforcement



1 Purpose and Introduction

2 Definitions

3 Zoning Districts

4 Use Standards

5 Site Standards

6 Development Procedures

7 Admin and Enforcement

5.11.3.C.ii Suggested Plant Materials	
Common Name	Genus
Ornamental Trees	
Serviceberry	Amelanchier
Dogwood (Tree Form)	Cornus
Flowering Crabapple	Malus
Flowering Pear <i>Paper Bark maple</i>	Pyrus <i>Acer</i>
Flowering Plum (Tree Form) <i>Japanese Lilac Tree</i>	Prunus <i>Syringa</i>
Hawthorn	Crataegus
Hornbeam	Genus
Magnolia	Magnolia
Redbud	Cercis
Rose of Sharon	Hibiscus
Narrow Evergreen Shrubs (Large Shrubs)	
Arborvitae	Thuja <i>mature size larger than 4'-6' height & spread</i>
Juniper	Juniperus
Yew	Taxus
Deciduous Shrubs (Medium or Small Shrubs)	
Barberry	Berberis <i>mature size 4'-6' height & spread</i>
Boxwood	Buxus
Currant	Ribes
Euonymus	Euonymus
Forsythia	Forsythia
Holly	Ilex <i>large shrubs</i>
Hydrangea	Hydrangea
Lilac	Syringa
Potentilla	Potentilla
Privet	Ligustrum
Quince	Chaenomeles
Spiraea Rosa	Shrub Rose
Viburnum <i>Large Shrub</i>	Viburnum
Weigela	Weigela
Evergreen Shrub (Medium or Small Shrub)	
Arborvitae (Globe/Dwarf)	Thuja <i>move up to small shrub list above</i>
False Cypress	Chamaecyparis
Juniper /Spruce (Low Spreading)	Juniperus / Picea
Yew (Globe/Spreading/Upright)	Taxus

5.11.3.C.ii Suggested Plant Materials (continued)	
Common Name	Genus
Shade or Canopy Trees <i>-Non-columnar varieties</i>	
Beech <i>Hybrid Elm</i>	Fagus <i>Qlmnus</i>
Birch	Betula
Hard Maples (Sugar, Red)	Acer
Hackberry	Celtis
Hickory <i>Honey Locust</i>	Garya <i>Gleditsia</i>
Hornbeam (Blue Beech) <i>Black Gum</i>	Carpinus <i>Nyssa</i>
Hophornbeam (Ironwood)	Ostrya
Quercus	Oak
Clump Form Trees <i>Linden</i>	Variety <i>Tilia</i>
Evergreen Trees	
Douglas Fir	Pseudotsuga
Fir	Abies
Hemlock	Tsuga
Pine	Pinus
Spruce <i>Arborvitae Green Giant</i>	Picea <i>Thuja</i>
Groundcovers, Vines and Flower/Grass	
Groundcovers, Vines and Flowers/Grasses should be used as accent materials. All materials shall be selected for their suitability and appearance in the proposed planting area. Materials such as Black Eyed Susan, Dianthus, Phlox, Gaillardia, Sedum are considered to be hardy in southeast Michigan gardens. <i>coneflower, daisy, ornamental grasses</i>	

iii. Use of plant materials that cause disruption to storm drainage or that are susceptible to pests or disease are not encouraged. The following plant materials exhibit such characteristics, and therefore their use is not encouraged in the Township:

- Ashes
- Elm (American and Siberian)
- Box Elder
- Tree of Heaven
- European Barberry
- Northern Catalpa
- Poplar
- Willow

* Provide list for large shrubs



PLANT MATERIAL PRINCIPLES

Measure 6" above finished grade if tree caliper is less than 4".

Measure 12" above finished grade if tree caliper 4" or more.

Height is measured from the ground level to that portion of the tree with a substantial branching pattern. Leaders shall not be included in the measurement of height.

The spread or width should be proportional to the height of the tree.

Height is measured from the ground level to that portion of the shrub with a substantial branching pattern.

©clearzoning

©clearzoning

©clearzoning

©clearzoning

General Planting Standards

- Do not prune leader or branch tips.
- Remove nursery applied tags or labels.
- Stake tree (2 at 180 degrees) as defined in the ~~Harland Township Planting Detail~~.
- Mulch 3"-4" deep leaving 3" of bare soil around the trunk.
- Remove burlap, plastic, rope and wire exposing top half of rootball.
- Prune away dead or broken branches.

*Insert into above:
Plant at depth where root flare begins so that top of root flare is even with surrounding soil.*



Livingston County Department of Planning

MEMORANDUM

TO: Livingston County Planning Commission and the Hartland Township Board of Trustees

FROM: Scott Barb

DATE: April 12, 2023

SUBJECT: Z-17-23. Amendments to the Ordinance: Article 5 Site Standards, Section 5 Various Landscaping Changes.

Scott Barb
AICP, PEM
Director

Robert Stanford
AICP, PEM
Principal Planner

The Hartland Township Planning Commission is proposing to amend several sections of the Township Ordinance that address various components of landscaping. Staff has reviewed the proposed amendments for accuracy and compatibility with the existing ordinance language and offers the following summary for your review. Staff comments are written in *italic and underlined* with additions and changes to the Ordinance written in red.

Article 5, Section 5.7 Dumpster Enclosure

The Township will be amending subsection 5.7 (4) as follows:

4. The bottom surface within the enclosure shall be constructed of eight (8) inch thick, reinforced concrete and shall extend a minimum of ten (10) feet in front of the enclosure.

Article 5, Section 5.11 Landscaping and Screening

Several subsections will be amended in this section and will read as follows:

1.B. Scope of Requirements: Grading will be required to be shown on any required site plans.

1.D. Design and Creativity for Landscaping: Whenever a landscape plan is required under the provisions of the Ordinance a detailed planning plan of said improvements shall be submitted and approved with the site plan prior to the issuance of a land use permit. Unless waived by the Planning Commission, or the Planning Department reviewing the plan, the plan shall be prepared by a landscape architect, registered in the State of Michigan. A waiver could include the following:

- i. Minor site plan amendment as outlined in Section 6.1.10 of the Zoning Ordinance.
- ii. Agricultural Operation
- iii. Adding a drive-through window in an existing building.
- iv. Building addition less than ten percent (10%) of the overall building size
- v. Addition of parking spaces that include screening consistent with previously approved landscaping plan.
- vi. Any other site improvement where the Planning Commission deems such improvements does not require a plan prepared by a registered landscape architect.

2.A. General Requirements:

i. All unpaved portions of the site shall be planted with grass, ground cover, shrubbery, or other suitable live plant material, which shall extend to any abutting street pavement edge, unless an alternate material is approved by the Planning Commission.

ii. All planting beds with shrub or groundcover requirements shall provide a minimum eight percent (80%) ground coverage within two (2) years of planting.

Department Information

Administration Building
304 E. Grand River Avenue
Suite 206
Howell, MI 48843-2323

(517) 546-7555
Fax (517) 552-2347

Web Site
www.livgov.com

vii. Landscaping of Divider Medians: This subsection will have a new statement included that reads 'The ground surface shall be covered with grass, groundcover, shrubbery or other live plant material to meet ground coverage in Section 5.11.2.A. ii.

viii. Irrigation: To assist in maintaining plant materials in a healthy condition, all landscaped areas (including lawns) shall be provided with an automatic, underground, or drip irrigation system, subject to the following:

a. All automatic irrigation systems shall be designed to minimize water usage, have rain sensors, and shall be shut off during water emergencies, periods of protracted rainfall, or water rationing periods.

b. The irrigation requirement may be waived by the reviewing authority if the project incorporates landscaping that will contribute points toward LEED certification or an equivalent rating system.

B. General Site Landscaping: This subsection is being amended to reflect **five**, rather than six general site areas for landscaping and removing ~~monument signs~~ from the section.

Staff comments: Monument signs will still be landscaped pursuant to standards in another section.

Section 5.11.5 Consideration of Existing Elements in the Landscape Design:

2. In no case shall the minimum number of required trees be reduced by more than **fifty percent (50%)** through the use of preserved trees.

B. Preservation of Existing Plant Material

1. Trees

a. The plans shall show all existing trees which are located in the portions of the site that will be built upon or otherwise altered and are **four (4)** inches or greater in caliper.

b. **If existing trees are proposed to remain and be used to meet tree requirements, a tree survey must be prepared by a professional land surveyor showing all trees to be preserved. Tree size (height or trunk diameter), species, and condition of the trees shall be provided on the survey.**

2. Trees and Other Plantings

a. **Trees and plantings** shall be labeled "to be removed" or "to be saved" on the site plan. If existing plant material is labeled 'to be saved' on the site plan, protective measures should be implemented, such as the placement of fencing at the drip line around each tree **or planting bed. Protective fencing shall be installed prior to the commencement of any construction activities.** No vehicle or other construction equipment **or materials** shall be parked or stored within the drip line of any tree or other plant material intended to be saved.

b. **If existing tree(s) and plant material to be saved are not being watered by an irrigation system currently, they are not required to receive irrigation.**

C. Greenbelt

b. This section will be modified to allow the Planning Commission to substitute evergreen trees for up to **50 percent (50%)** of the canopy trees within a greenbelt.

g. **In instances where the greenbelt is adjacent to a parking area, the greenbelt shrubs may be used to provide the required screening as outlined in Section 5.11.2.E Perimeter Parking Lot Landscaping.**

ii. This subsection is being amended to include a **fifteen (15)** foot wide landscape area along the length of internal roadways that provide shared access to any site. **Where an internal road abuts a parking area, screening shall be provided per Section 5.11.2.E. ii.**

Staff comments: This amendment simply refers to the perimeter landscaping standards for public ROWs to include berms, evergreen hedge rows, or decorative screening walls.

D. Foundation Landscaping

i. This subsection will be modified by adding **Foundation landscape areas can be a combination of lawn and plantings.**

a. This subsection will be modified to state the planting area must equal at least **sixty percent (60%)** of front and sides of the building length along the front and sides of buildings that face a public or private road or adjacent to a parking lot area.

b. **Landscape** areas shall be a minimum of eight (8) feet in width **and be** located adjacent to the building.

c. This subsection will be amended by adding "**large**" referencing shrub size and also add the statement **Landscape areas shall meet minimum coverage per Section 5.11.2.A. ii.**

Staff comments: This amendment refers to units of measurement only.

d. Permanent raised landscape planters which are designed as an integral part of the pedestrian walkway may be used to satisfy the foundation landscape requirement **as long as all plant material coverage requirements are met, and planter dimensions provide appropriate growing conditions.**

f. Buildings **that are taller than one-story, or building height is twenty (20) feet or greater or are longer than seventy (70) feet** shall be required to increase the massing of the foundation landscaping **proportionately** through modification in the required number of plants, size of the plants at time of planting and/or a change to a larger tree or shrub species.

E. Parking Lot Landscaping

a. **Unless otherwise approved by the Planning Commission,** landscaped endcaps shall be installed at each terminus of the row of parking. Endcaps shall also be used to direct vehicles into the drive aisle and further define the designated parking area.

d. Requirements for plant material shall be based on the location, size, and shape of the parking lot landscaped area **to achieve the following goals:**

1. Mitigate heat from parking lot pavement

a. All parking lot islands shall be planted with canopy trees at a minimum rate of one (1) tree per one hundred eighty (180) square feet or a fraction thereof.

b. All parking lot islands shall be crowned and covered with lawn or live plant material to meet minimum ground coverage requirements per Section 5.11.2.A.i.

2. Screening large expanses of parking lot pavement. Islands located on the perimeter of parking areas shall be planted to provide a twenty-four (24) to thirty (30) inch height screen to meet minimum ground coverage requirements per Section 5.11.2.A.i.

ii. Perimeter Areas:

a. Parking lots shall be effectively screened or buffered from the public right of way, private road, **or internal roadway** with one or more of the following landscaping designs:

1. Landscape berms should be **a minimum** of two (2) feet in height and planted with a combination of evergreen and deciduous shrubs to effectively screen vehicles and associated headlights **all year long.**

2. Evergreen hedge row a minimum of three (3) feet in height **within two (2) years of planting,** planted in a row or staggered to create continuous screening. In no case shall an evergreen hedge be less than **thirty (30) inches** at the time of planting.

4.b. Perimeter areas not visible from a public road **that do not have other screening requirements such as screening between properties,** shall be landscaped with a minimum of one (1) canopy **tree with four (4) large shrubs or one (1) evergreen tree** for every thirty (30) lineal feet or portion thereof. The Planning Commission may require additional plantings where the proposed intensity of land uses deviate from the existing adjacent land uses or zoning district.

iii. Cart Corrals: This subsection is amended by designating the cart corral size to be **two (2) feet less in depth than the adjacent parking stalls.** Cart corral areas shall be landscaped to obscure view of stored carts **all year long** to a height of **three (3) feet.**

F. Berms

ii. Dimensions: Unless otherwise indicated or appropriate, required berms shall be measured from the grade of the parking lot or flat ground adjacent to the berm, and shall be constructed with slopes no steeper than one (1) foot vertical for each **three (3) feet horizontal (thirty-three percent (33%) slope)**, with at least a **four (4) foot wide flatter crest** on top.

G. Buffering or Screening Requirements

a. This subsection will be amended by adding **“When using evergreen trees solely to meet screening requirements and to provide an eight (8) foot in height minimum natural looking buffer, evergreen tree heights shall range from a minimum of eight (8) feet to twelve (12) feet in height or taller. Up to sixty percent (60%) of trees can be eight (8) feet in height, thirty percent (30%) shall be at least ten (10) feet in height and the remaining ten percent (10%) shall be twelve (12) feet in height or taller. Additional deciduous plant materials may be used provided that a complete minimum eight (8) feet in height visual barrier is maintained throughout the year.**

b. This subsection is being amended by adding the sentence **“a berm and/or decorative fencing may be required to supplement the plantings”.**

Staff comments: These amendments reflect the desire to achieve a more natural appearance with various tree heights for evergreen trees.

iii. Screening of Ground Mounted Equipment: This subsection modification will state that evergreen plantings may be used to screen ground mounted equipment and that decorative fencing may also be used.

H. Landscaping Requirements for Detention/Retention Areas:

ii. Side slopes of basins shall not exceed one (1) foot vertical for every four (4) feet horizontal. The Planning Commission shall approve perimeter fencing if deemed necessary.

iv. At a minimum, one (1) canopy tree or evergreen tree shall be planted for every fifty (50) lineal feet of basin perimeter as measured along the top of the bank elevation. The required trees shall be planted in a random pattern or in groupings.

v. Basins shall be planted with seed mix or other plantings appropriate to site conditions. All areas to meet vegetation coverage per Section 2.A. ii.

vi. If the detention/retention area is located within the greenbelt, the overall number of plantings required for the greenbelt and detention/retention area may be reduced, at the discretion of the Planning Commission.

vii. This subsection will be modified by adding **“If such systems are employed for the stormwater collection system, landscaping requirements around the detention/retention area may be modified at the discretion of the Planning Commission.”**

3. Standards for Landscape Materials

f. Ground Cover. Ground cover used in lieu of turf grasses in whole or in part shall be planted in such a manner as to **meet coverage requirements per Section 5.11.1.A. ii.** (Must create a safe means of pedestrian circulation).

i. Mulch. Planting beds shall present a finished appearance with shredded hardwood bark mulch or similar natural material. Mulch used around trees, and shrubs shall be three (3) inches in depth and shall be pulled three (3) inches away from the trunk. Mulch shall be two (2) inches in depth around perennials, groundcover, and ornamental grasses. Rock, stone, or gravel is not allowed as mulch in planting beds but could be used for a narrow maintenance strip along a building foundation, with the maintenance strip a maximum of two (2) feet in width.

5. Specific Landscaping Requirements

A. ii. Landscaping Adjacent to Road. Street trees shall be provided and maintained **at one (1) tree per thirty-five (35) feet of frontage.** Street trees shall be located in four (4) foot minimum width lawn strip between the road and sidewalk. When this is not feasible, trees shall be planted no further than fifteen (15) feet from the edge of pavement or back of curb unless otherwise approved by the Planning Commission.

C. Subdivision Planting Requirements. In single family platted subdivisions, residential site condominiums or non-residential subdivisions (example: interior streets in industrial subdivisions) street trees, medium or large canopy deciduous trees, shall be planted in front of each lot as follows: one (1) tree shall be planted for every thirty-five (35)

feet of frontage between the sidewalk and curb. The width of the area between the sidewalk and back of curb shall be a minimum of four (4) feet.

Article 5, Section 5.26.8.M.ii.b Signs

This subsection is being amended to remove monument signs from this specific subsection that references adequate landscaping in size and quantity. The standards for monument signs are found in other sections of the Ordinance.

Other Changes

Other changes to the ordinance include grammatical errors that have been corrected and a renumbering of certain sections due to changes in wording or having new items added or removed from the ordinance.

Staff comments: We commend the Hartland Township Ordinance Review Committee on their work regarding the proposed ordinance amendments that are very thorough and well written. The committee evaluated several landscaping ordinances from other communities both inside and outside of Livingston County and produced changes that are compatible with the existing ordinance and serve to enhance the landscaping standards for the Township.

TOWNSHIP PLANNING COMMISSION RECOMMENDATION: APPROVAL. The Hartland Township held a public hearing on the proposed amendments on March 9, 2023. Meeting minutes have not been completed at time of this writing.

RECOMMENDATION: APPROVAL. The proposed landscaping amendments are an appropriate addition to the Township Ordinance.



Board of Trustees

William J. Fountain, Supervisor
Larry N. Ciofu, Clerk
Kathleen A. Horning, Treasurer

Matthew J. Germane, Trustee
Summer L. McMullen, Trustee
Denise M. O'Connell, Trustee
Joseph M. Petrucci, Trustee

RESOLUTION NO. 23-_____

**RESOLUTION TO ADOPT ORDINANCE NO. _____,
ORDINANCE TO AMEND ZONING ORDINANCE SECTION 5.7; SECTION 5.11; AND
SECTION 5.26.8.M.ii.b.,
ORDINANCE NO. 88
THE HARTLAND TOWNSHIP LANDSCAPE REQUIREMENTS**

At a regular meeting of the Township Board of Hartland Township, Livingston County, Michigan, held at the Township Hall in said Township on _____, at 7:00 pm.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by _____ and seconded by _____.

WHEREAS, the Michigan Zoning Enabling Act, as amended, authorizes a Township Board to adopt, amend, and repeal a Zoning Ordinance and/or sections within the Zoning Ordinance, which regulate the public health, safety, and general welfare of persons and property; and

WHEREAS, Section 5.7 of the Township Zoning Ordinance outlines the requirements for a permitted dumpster enclosure and includes landscape requirements.; and

WHEREAS, Section 5.11 of the Township Zoning Ordinances outlines the requirements for landscaping and screening requirements; and

WHEREAS, Section 5.26.8.M.ii.b. outlines the landscape requirements for monument signs; and

WHEREAS, the Township has determined that it is in the best interests of the public health, safety, and welfare to amend the existing language in the Zoning Ordinance to change the landscape requirements for development; and

WHEREAS, the Township Planning Commission held a public hearing for comment on the proposed amendment on March 9, 2023; and

WHEREAS, the Township Planning Commission recommended approval of the proposed amendment at the March 23, 2023 regular meeting; and

WHEREAS, the Livingston County Planning Commission recommended approval of the proposed amendment at their April 19, 2023 regular meeting; and

WHEREAS, the Township Board has determined that amending the Zoning Ordinance, as presented, is in the best interest of the public health, safety, and welfare of the Township residents.

THEREFORE, be it resolved by the Board of Trustees of the Township of Hartland, Livingston County, Michigan, as follows:

1. The Ordinance attached at Exhibit A, (“Ordinance”), Ordinance No. _____, Ordinance to Amend Zoning Ordinance Sections 5.7, 5.11, and 5.26.8.M.ii.b., Landscape Requirements, as outlined in Ordinance No. 88.
2. The Ordinance shall be filed with the Township Clerk.
3. The Township Clerk shall publish the Ordinance, or a summary of the Ordinance, in a newspaper of general circulation in the Township as required by law.

4. Any resolution inconsistent with this Resolution is repealed, but only to the extent necessary to give this Resolution full force and effect.

A vote on the foregoing resolution was taken and was as follows:

YEAS: _____

NAYS: _____

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 Board of said Township at a regular meeting held on the ___ day of _____, 2023.

Larry N. Ciofu, Hartland Township Clerk

EXHIBIT A

**HARTLAND TOWNSHIP BOARD OF TRUSTEES
LIVINGSTON COUNTY, MICHIGAN
ZONING AMENDMENT NO. 22-001
ZONING ORDINANCE SECTION 5.26.8.D.,
THE HARTLAND TOWNSHIP
SIGNS FOR DRIVE-THROUGH ESTABLISHMENTS**

THE TOWNSHIP OF HARTLAND ORDAINS:

Section 1. Amendment of Section 5.7 of Township Zoning Ordinance.

All dumpster enclosures shall comply with the following requirements:

1. Dumpsters shall be completely enclosed and secured by a decorative masonry screen wall on three sides, and steel reinforced, opaque and lockable wooden gates.
2. The type, color, and pattern of the enclosure materials shall match or complement the exterior façade materials of the building and meet the architectural standards in Section 5.24 if applicable.
3. The height of the enclosure shall be sufficient to completely screen all dumpsters and materials, a minimum of six (6) feet in height.
4. The bottom surface within the enclosure shall be constructed of eight (8) inch thick, reinforced concrete and shall extend a minimum of ten (10) feet in front of the enclosure.
- ~~5. The enclosure shall be screened with plant materials to the satisfaction of the Planning Commission. Such screening shall also meet the requirements of Section 5.11.1., Section 5.11.3., and Section 5.11.4. contained herein unless superseded by the Planning Commission.~~

Section 2. Amendment of Section 5.11 of Township Zoning Ordinance.

1. Intent and Scope of Requirements

A. Intent. Landscaping enhances the visual image of the Township, preserving natural features, improving property values, and alleviating the impact of noise, traffic, and visual distraction associated with certain uses. Screening is important to protect less intensive uses from the noise, light, traffic, litter and other impacts of more intensive, nonresidential uses. Lighting and sidewalks create, where appropriate, an important part of the Township's visual image. These provisions are intended to set minimum standards for the design and use of landscaping, greenbelts, screening, lighting, and walkways, and for the protection and enhancement of the Township's environment. More specifically, the intent of these provisions is to:

- i. Improve the appearance of off-street parking areas, vehicular use areas, and property abutting public rights-of-way,
- ii. Protect and preserve the appearance, character, and value of the neighborhoods that abut non-residential areas, parking areas, and other intensive use areas, thereby protecting the public health, safety and welfare,
- iii. Create a safe and efficient means of pedestrian circulation,
- iv. Reduce soil erosion and depletion, and v. Increase soil water retention, thereby helping to prevent flooding.

B. Scope of Requirements. A detailed landscape plan shall be submitted as part of the site plan review process in accordance with the provisions set forth in Section 6.1, Site Plan Review. No site plan shall be approved unless it shows landscaping, screening, buffering, **berming grading**, walls, fencing, lighting and sidewalks consistent with the requirements of this Ordinance. Landscaping shall include plant materials such as trees, shrubs, ground covers, perennial and annual plants; landscape elements such as rocks, water features, fences, walls, paving materials, and site lighting; and site furnishings such as benches, drinking fountains, trash receptacles, and planters. All graphics, contained in this Section, are for illustrative purposes only. The requirements in this Section shall not apply to single family detached homes, unless otherwise specifically noted.

C. Minimum Requirements. The requirements in this Section are minimum requirements, and under no circumstances shall they preclude the developer and the Township from agreeing to more extensive standards.

D. Design Creativity for Landscaping. Creativity in landscape design is encouraged. Accordingly, required trees and shrubs may be planted at uniform intervals, at random, or in groupings, depending on the designer's desired visual effect. The developer and landscape professional shall work with the Township to ensure consistency with the character of the area, providing the massing and visual interest to enhance the architecture and ensure coordination of the proposed landscaping with adjoining properties and throughout the community.

~~A landscape professional shall be professionally trained and have expertise in the area of landscape architecture, horticulture, landscape design or a similar field. Expertise in types of plant material, growth patterns, durability, installation and maintenance is required. The Planning Commission may require sealed plans from a Licensed Landscape Architect when the project is over five (5) acres in size, part of a Planned Development or contains unique or natural features that would benefit from that level of design expertise. Whenever a landscape plan is required under the provisions of the Ordinance a detailed planting plan of said improvements shall be submitted and approved with the site plan prior to the issuance of a land use permit. Unless waived by the Planning Commission, or the Planning Department reviewing the plan, the plan shall be prepared by a landscape architect, registered in the State of Michigan. A waiver could include the following:~~

- i. Minor site plan amendment as outlined in Section 6.1.10 of the Zoning Ordinance.
- ii. Agricultural operation
- iii. Adding a drive-through window in an existing building.
- iv. Building addition less than ten percent (10%) of the overall existing building size.
- v. Addition of parking spaces that include screening consistent with previously approved landscape plan.
- vi. Any other site improvement where the Planning Commission deems such improvements does not require a plan prepared by a registered landscape architect.

2. General Landscaping Requirements

A. General Requirements

i. Standards. All developed portions of the site shall conform to the following general landscaping standards, except where specific landscape elements, such as a greenbelt, berm, or screening are required. All unpaved portions of the site shall be planted with grass, ground cover, shrubbery, or other suitable live plant material, which shall extend to any abutting street pavement edge, unless an alternate material is approved by the Planning Commission.

ii. All planting beds with shrub or groundcover requirements shall provide a minimum eighty percent (80%) ground coverage within two (2) years of planting.

iii. Units of Measurement. For purposes of determining the minimum number of live plant materials required for a site, when the calculation results in a fractional number, any fraction of less than one-half (1/2) may be disregarded, while a fraction of one-half (1/2) or more shall be counted as a requirement for one plant.

iv. Lot Frontage Measurement. For purposes of determining the minimum number of live plant materials required for a site, lot frontage shall mean the distance between the two side lot lines of a lot or parcel of land as measured at the road and shall include any openings for driveways, sidewalk, or easements.

~~iv. Lawn Areas. Grass areas in the front yard of all non-residential uses shall be planted with sod or hydro-seeded.~~

v. Maintenance of Unobstructed Visibility. No landscaping shall be established or maintained on any parcel or in any parking lot that will obstruct the view of drivers. Accordingly, all landscaping shall comply with the provisions concerning clear vision area set forth in Section 5.1, Clear Vision Area.

vi. Utility Clearance. In no case shall landscaping material be planted in a way that will interfere with or cause damage to underground utility lines, public roads, or other public facilities. Species of trees whose roots are known to cause damage to public roadways, sewers, or other utilities shall not be planted closer than fifteen (15) feet from any such roadways, sewers, or utilities. Trees shall be setback from overhead utility lines as indicated in Table 5.11.2.A.vi, Utility Clearance.

vii. Landscaping of Divider Medians. Where traffic on driveways, maneuvering lanes, private roads, or similar vehicle access ways are separated by a divider median, the median shall be curbed and have a minimum width of ten (10) feet. A minimum of one (1) canopy or evergreen tree ~~and six (6) medium shrubs~~ shall be planted for the initial twenty five (25) lineal feet or portion thereof plus one (1) additional canopy or evergreen tree ~~and four (4) additional medium shrubs~~ for every increment of twenty five (25) lineal feet. Trees may be planted at uniform intervals, at random, or in groupings, but in no instance shall the center-to-center distance between trees exceed sixty (60) feet. The ground surface shall be covered with grass, groundcover, shrubbery or other live plant material to meet ground coverage in Section 5.11.2.A.ii.

viii. Irrigation. ~~The site plan shall indicate the proposed method of watering landscaped areas. For all new developments, requiring site plan approval, an in-ground irrigation/sprinkler system is required. The Planning Commission may permit an alternate method of irrigation in accordance with Section 5.11.7, Modification to Landscape Requirements. To assist in maintaining plant materials in a healthy condition, all landscaped areas (including lawns) shall be provided with an automatic, underground, or drip irrigation system, subject to the following:~~

a. All automatic irrigation systems shall be designed to minimize water usage, have rain sensors, and shall be shut off during water emergencies, periods of protracted rainfall, or water rationing periods.

b. The irrigation requirement may be waived by the reviewing authority if the project incorporates landscaping that will contribute points towards LEED certification or an equivalent rating system.

~~ix. Landscaping around the base of monument signs. Landscaping shall be provided at the base of the monument sign. The landscape area shall be a minimum width of five (5) feet on each of the longest sign faces and be defined by a landscape edge to maintain a finished appearance. Plantings shall include a mix of evergreen/deciduous shrubs or ornamental trees. Landscaping should provide year-round interest. Perennials, annuals and mulch may be used as in-fill but shall not exceed thirty percent 30% of the planting area. Landscaping should be in scale with the sign height and length to create a substantial base.~~

B. General Site Landscaping

i. Site landscaping is required by this Section in ~~six~~ **five** general areas: greenbelt; foundation; parking lot interior and perimeter; retention/detention facilities; ~~monument signs~~; and, screening and buffering. As part of site plan review, the applicant shall identify the minimum

number of trees and shrubs required to meet the general areas described in this Section. ~~In addition to these minimum requirements, the applicant shall provide additional trees and shrubs comprising twenty five percent 25% of the minimum required for each Plant Material Category. Additional plantings shall be used to further enhance the site's overall landscape plan and may be used in existing planting beds or to provide continuity between landscape areas.~~

The Planning Commission may allow substitutions to Section 5.11.3.C, Plant Material Specifications when it finds that the intent of this Ordinance would be met, and the landscape plan enhanced through the modification.

ii. Landscaping may include the preservation of existing trees and shrubs along with new trees, shrubs, grass, ground cover, and other living plant material. ~~No more than one-third (33%) of the area being comprised of grass or ground covers. The one-third (33%) shall be calculated within each required landscape area, i.e. greenbelt, screening, foundation, etc.~~ Preserved landscaping shall meet the intent and quality as required by this Section.

[TEXT MOVED FROM SEC 5.11.4.E.5]

5jii. Treatment of Existing Plant Material. The following regulations shall apply to existing plant material:

Aa. Consideration of Existing Elements in the Landscape Design.

~~i.(1)~~ In instances where healthy plant material exists on a site prior to its development, the Planning Commission may permit substitution of such plant material in place of the requirements set forth ~~previously~~ in this Section, provided such substitution is in keeping with the spirit and intent of this Ordinance. In order to satisfy the landscape requirements the preserved trees shall be of high quality and a minimum of four (4) inch caliper measured twelve (12) inches above grade and located within the developed portion of the site.

~~ii.(2)~~ In no case shall the minimum number of required trees be reduced by more than fifty percent (50%) through the use of the preserved trees.

~~iii.(3)~~ Existing trees, berms, walls, or other landscape elements may be used to satisfy the requirements set forth ~~previously~~, provided that such landscaping is in conformance with the requirements of this Section.

Bb. Preservation of Existing Plant Material

(1) Trees

~~i.(a) Site-The~~ plans shall show all existing trees which are located in the portions of the site that will be built upon or otherwise altered, and are ~~eight (8) four (4)~~ inches or greater in caliper, ~~measured four and one-half (4.5) feet above grade.~~

(b) If existing trees are proposed to remain and be used to meet tree requirements a tree survey, prepared by a professional land surveyor, shall be submitted showing all trees to be preserved. Tree size (height or trunk diameter), species and condition of the tree shall be provided on the survey.

(2) Trees and Other Plantings

~~ii.~~(a) Trees and plantings shall be labeled "To Be Removed" or "To Be Saved" on the site plan. If existing plant material is labeled "To Be Saved" on the site plan, protective measures should be implemented, such as the placement of fencing ~~or stakes~~ at the drip line around each tree or planting bed. Protective fencing shall be installed prior to the commencement of any construction activities. No vehicle or other construction equipment or materials shall be parked or stored within the drip line of any tree or other plant material intended to be saved. Refer to Figure _____.

(b) If existing tree(s) and plant material to be saved are not being watered by an irrigation system currently, they are not required to receive irrigation.

~~iii.~~(c) In the event that healthy plant materials which are intended to meet the requirements of the Ordinance are cut down, damaged or destroyed during construction, said plant material shall be replaced with ~~the same species as the damaged or removed tree~~plantings to meet all other requirements. A modified landscape plan shall be submitted to the Township showing the replacement of the damaged or removed ~~tree~~plantings and the proposed replacement to the Zoning Administrator for review and approval. The Zoning Administrator, at his/her discretion, may require Planning Commission review and approval.

C. Greenbelt

i. A greenbelt shall be planted along any public or private road right-of-way within the first thirty (30) feet of the property, see 5.11.2.B.i, General Site Landscaping. Plantings may occur within the right-of-way, private property or a combination of both. If the plantings are not permitted within the first thirty (30) feet of the property, due to conflicts with utilities, sight lines or other right-of-way encumbrances, the Planning Commission may allow the planting elsewhere within the required front yard setback if it finds the intent of the greenbelt is still met. The greenbelt shall meet the following standards:

a. The greenbelt shall be a minimum of twenty (20) feet wide and shall generally run parallel to the public or private right-of-way, excluding regulated wetlands. The greenbelt should be arranged to simulate a natural setting with staggered or clustered plantings, except where a more traditional or formal design is appropriate for the development and surrounding area and will meet the intent of this Section.

b. The greenbelt shall include one (1) canopy tree for every thirty (30) linear feet or portion thereof of lot frontage. For example, eighty (80) feet of frontage shall require three (3) canopy trees. The Planning Commission may approve a substitution of evergreen trees for up to fifty percent (50%) ~~percent~~ of the canopy trees.

c. The greenbelt shall include three (3) small deciduous ornamental trees or large deciduous or evergreen shrubs for the initial forty (40) linear feet or portion thereof of lot frontage. Thereafter, one (1) additional small deciduous ornamental tree or large deciduous or evergreen shrub shall be required for every twenty (20) feet or portion thereof of lot frontage. For example, eighty (80) feet of frontage shall require five (5) ornamental trees or large shrubs.

d. The greenbelt shall be planted with grass, groundcover, shrubbery or other live plant material, other than those areas used as drives, sidewalks or other approved structures and areas where live plant material would not survive.

e. Public rights-of-way located adjacent to required landscaped areas and greenbelts shall be maintained by the owner or occupant of the adjacent property as if the rights-of-way were part of the required landscaped areas or greenbelts. No plantings except grass or ground cover shall be permitted closer than three (3) feet from the edge of the road pavement.

f. The Planning Commission may determine that existing trees which are preserved within the road right-of-way, easement or determined greenbelt area may meet all or part of the requirement based on their location, species, size and integration into the overall landscape plan. Preservation of the trees located within the right-of-way must be confirmed in writing by all agencies having an easement over said right-of-way prior to site plan review.

g. In instances where the greenbelt is adjacent to a parking area, the greenbelt shrubs may be used to provide the required screening as outlined in Section 5.11.2.E. Perimeter Parking Lot Landscaping.

ii. A minimum fifteen (15) foot wide landscape area shall be provided along the length of internal roadways providing shared public access to the site. The landscape area shall be planted with a minimum of one (1) canopy or evergreen tree for every thirty (30) feet or portion thereof. Where an internal roadway abuts a parking area, screening shall be provided per Section 5.11.2.E.ii.

D. Foundation Landscaping

i. Foundation plantings landscaping shall be required to visually break up the mass of buildings ~~and enhance the traffic flow~~ in accordance with the following requirements and as illustrated in Figure 5.11.2.B.i., General Site Landscaping. Foundation landscape areas can be a combination of lawn and plantings.

a. The length of this planting area must equal at least sixty percent (60%) of front and sides of the building length along the front and sides of buildings which face a public or private road, is adjacent to a parking lot or other areas which provide access to the building(s) or adjacent to a developable site or area.

b. ~~Planting-Landscape~~ areas shall be a minimum of eight (8) feet in width ~~when and be located adjacent to the building or ten (10) feet in width when located between the building and a parking area or drive aisle to prevent vehicle encroachment.~~

c. Plantings shall contain a minimum of one (1) deciduous ornamental tree or columnar tree and six (6) ~~medium large~~ shrubs or eight (8) small shrubs for every thirty (30) lineal feet of building length or portion thereof. ~~The Planning Commission may permit a mixture of small and medium size shrubs when the ratio of plantings is consistent with the intent of this Section. Landscape areas shall meet minimum coverage per Section 5.11.2.A.ii.~~

~~d. Planting areas shall be integral with the pedestrian walkways and parking areas and associated driveways.~~

~~ed. Permanent raised landscape planters which are designed as an integral part of the pedestrian walkway may be used to satisfy the foundation landscape requirement. A minimum of one (1) ornamental tree and eight (8) small shrubs per thirty (30) lineal feet of building frontage or portion thereof is required for raised planters as long as all plant material coverage requirements are met, and planter dimensions provide appropriate growing conditions.~~

~~fe. Where arcades are used across a building's façade, trees may be used in lieu of shrub plantings and satisfy the requirements for foundation plantings. A minimum of one (1) canopy or evergreen tree per thirty (30) lineal feet of building frontage is required.~~

~~gf. Buildings with a greater mass in length or height that are taller than one story, or building height is twenty (20) feet or greater, or are longer than seventy (70) feet shall be required to increase the massing of the foundation landscaping proportionately through modification in the required number of plants, size of the plants at time of planting and/or a change to a larger tree or shrub species.~~

E. Parking Lot Landscaping. Off-street parking areas containing ten (10) or more parking spaces shall provide landscaping in accordance with the following requirements and as illustrated in Figure 5.11.2.B.i., General Site Landscaping:

i. Interior Areas. Each separate landscape area within a parking lot shall be adequately planted and maintained and shall be located in such a manner as to divide and breakup the expanse of pavement and define parking areas and circulation paths. The following specific standards apply:

~~a. Where a row of parking spaces exceed ten (10) parking spaces, a Unless otherwise approved by the Planning Commission, landscaped endcaps shall be installed at each terminus of the row of parking. Endcaps shall also be used to direct vehicles into the drive aisle and further define the designated parking area.~~

~~b. Where a parking row contains twenty (20) or more continuous spaces, one landscape island shall be required at or about the midpoint of the row or as determined by the Planning~~

~~Commission as part of the overall design.~~ A landscape island shall be required at intervals, not to exceed fifteen (15) continuous parking spaces.

c. Landscaped areas in parking lots shall be no less than ten (10) feet in any single dimension and no less than one hundred eighty (180) square feet. To improve visibility and maneuvering, the length of the landscaped areas shall be two (2) feet less than the adjacent parking stalls. Landscaped areas in or adjacent to parking lots shall be protected with curbing or other means to prevent encroachment of vehicles.

d. Requirements for plant material shall be based on the location, size, and shape of the parking lot landscaped area. ~~A minimum of one (1) canopy tree shall be planted per one hundred eighty (180) square feet or fraction thereof of interior landscaped endcaps, islands or medians. A minimum of fifty (50) percent of each interior landscaped area shall be covered with a combination of small and medium evergreen and deciduous shrubs. The remaining landscape area may include a combination of groundcover, perennials, annuals and mulch.~~ to achieve the following goals:

(1) Mitigate heat from parking lot pavement:

(a) All parking lot islands shall be planted with canopy trees at a minimum rate of one (1) tree per one hundred eighty (180) square feet or a fraction thereof.

(b) All parking lot islands shall be crowned and covered with lawn or live plant material to meet minimum ground coverage requirements per Section 5.11.2.A.i.

(2) Screening large expanses of parking lot pavement. Islands located on the perimeter of parking areas shall be planted to provide a twenty four (24) to thirty (30) inch in height screen to meet minimum ground coverage requirements per Section 5.11.2.A.i.

Refer to figures 5.11.2.B.i and 5.11.2.E.i for additional clarification.

e. Plantings within parking lots shall comply with the requirements for clear vision set forth in Section 5.1, Clear Vision Area. The landscape plan shall indicate the type, size, and quantity of plant material proposed for such areas.

f. Where the installation of interior parking lot landscaping would impede circulation or prevent routine maintenance, the Planning Commission may approve alternative landscaping ~~along the perimeter of the parking lot.~~

g. The Planning Commission may require evergreen trees where visibility is not an issue and screening or buffering would be beneficial.

ii. Perimeter Areas. For purposes of this ~~S~~section the perimeter area measures fifteen (15) feet in width from the edge of the parking lot or drive aisle measured from the back of curb and the length of the abutting parking aisle. To minimize the conflict between parking lots and public or private roads and neighboring uses, the perimeter of the parking lot shall be screened in accordance with the following standards:

a. Parking lots shall be effectively screened or buffered from the public right of way, ~~or a private road,~~ or internal roadway with one or more of the following landscaping designs:

(1) Landscape berm ~~between a minimum of~~ two (2) ~~and three (3)~~ feet in height and planted with a combination of evergreen and deciduous shrubs to effectively screen vehicles and associated headlights all year long.

(2) Evergreen hedge row a minimum of three (3) feet in height within two (2) years of planting, planted in a row or staggered to create continuous screening. In no case shall an evergreen hedge be less than thirty (30) inches at the time of planting.

(3) A decorative screening wall a minimum of three (3) feet in height located adjacent to the parking lot ~~with a combination of evergreen and deciduous shrubs planted between the parking area and roadway. The Planning Commission may require similar planting materials on the development/building side of the screening wall.~~

(4) The Planning Commission may permit modifications to the screening requirement including the use of metal ornamental fencing or other decorative elements where a greater setback, natural landscaping or topography, or unique site layout would allow for a lesser or modified screening requirement.

b. Perimeter areas not visible from a public road that do not have other screening requirements such as screening between properties, shall be landscaped with a minimum of one (1) canopy tree with four (4) large shrubs or one (1) ~~or~~ evergreen tree for every thirty (30) lineal feet or portion thereof. ~~When canopy trees are used, understory shrubs are required to buffer/screen the parking lot.~~ The Planning Commission may require additional plantings where the proposed intensity of land uses deviate from the existing adjacent land uses or zoning district.

iii. Cart Corrals. Shopping cart corrals provided in parking areas shall be designed as an integral part of a parking lot landscape island(s). The cart corral area shall be a maximum of ten (10) feet in width and up to forty (40) feet in depth (standard island width for back-to-back parking stalls) two (2) feet less in depth than the adjacent parking stalls. The cart corral area shall be flanked on each side by a crowned landscape area a minimum of eight (8) feet in width and extending the full depth of the cart corral, and have a minimum six (6) inch concrete curb to contain the carts between the landscape areas. ~~Raised or depressed pavement may be used at the openings of the cart corral and at the center to contain the carts within.~~ Plantings shall be provided within the landscape areas ~~and shall include canopy trees and medium evergreen or deciduous shrubs~~ sufficient to obscure view of stored carts all year long to a height of three (3) feet. The landscape areas may count towards the interior parking lot landscape requirements. No ~~additional~~ structures shall be permitted for storage of shopping carts in parking areas.

F. Berms. Where berms are used they shall conform to the following standards:

i. General Requirements. Berms used for screening between land uses shall be landscaped in accordance with Section 5.11.2.G, Buffering or Screening Requirements.

Berms used for screening between parking lots and access rights-of-way shall be landscaped in accordance with the Section 5.11.2.E.ii, Perimeter Parking. The height of berms used to screen off-street parking shall be measured from the adjacent parking lot or right-of-way whichever is higher.

Berms shall be integrated into the site's overall landscape design to provide a natural rhythm and flow between all landscape areas and improvements. The Township encourages berms to undulate in height and vary in contours to create a more natural appearance.

ii. Dimensions. Unless otherwise indicated or appropriate, required berms shall be measured from the grade of the parking lot or flat ground adjacent to the berm, and shall be constructed with slopes no steeper than one (1) foot vertical for each ~~four (4)~~ three (3) feet horizontal (~~25 percent slope~~thirty-three percent (33%) slope), with at least a four (4) foot wide flatter crest area on top. ~~The exterior face of the berm shall be constructed as an earthen slope. The interior face may be constructed as an earthen slope or retained by means of a wall or terrace. A berm shall run the length of the developed site area and shall be a minimum width of twenty (20) feet wide with an average berm height of three (3) feet and a minimum berm height of two (2) feet. When additional screening is required, the Planning Commission may require a minimum berm height of four (4) feet.~~

iii. Protection from Erosion. Any required berm shall be planted with sod lawn, ground cover, or other suitable live plant material to protect it from erosion so that it retains its height and shape. The Planning Commission may allow the use of hardscape material, including masonry landscape blocks, stones, and other natural and decorative materials to retain the shape and height of a berm.

G. Buffering or Screening Requirements

i. Screening between Land Uses. Upon any improvement or change in use for which a site plan is required, a landscape buffer shall be provided to create a visual screen at least eight (8) feet in height along all adjoining boundaries of a non-residential use or a residential use of higher density and an abutting single family residential zoned property. At the discretion of the Planning Commission, modifications to the required screening may be permitted when alternative screening methods, existing site conditions and/or use of the properties would meet the intent of this Section. The overall height of the visual screen may include the combination of landscape berm and plant material and/or decorative screening walls.

a. When using evergreen trees to meet the screening requirements, plantings shall be spaced no more than twelve (12) feet apart measured on center ~~(depending on their planting size)~~ and shall be planted in a minimum of two (2) rows in a staggered or a clustered pattern with varying tree heights to provide for optimal screening and create a natural looking buffer, see Figure 5.11.2.B.i and 5.11.2.G.i.a. When using a staggered pattern, the minimum spacing between rows shall be ~~six (6)~~ ten (10) feet. When using evergreen trees solely to meet screening requirements and to provide an eight (8) foot in height minimum natural looking buffer, evergreen tree heights shall range from a minimum of eight (8) feet to twelve (12) feet in height or taller. Up to sixty percent (60%) of trees can be eight (8) feet in height, thirty

~~percent (30%) shall be at least ten (10) feet in height and the remaining ten percent (10%) shall be twelve (12) feet in height or taller. In no case shall the trees be less than eight (8) feet in height.~~ Additional deciduous plant materials may be used provided that a complete minimum eight (8) feet in height visual barrier is maintained throughout the year.

b. At the discretion of the Planning Commission, a berm ~~greater than five (5) feet in height may be required~~ and/or decorative fencing may be required to supplement the plantings. If a decorative wall or fencing is used, landscaping shall be required on the side(s) of the wall facing the residential or agricultural zoned district, visible to the public from the site or adjacent to a developable property. The Planning Commission may require additional plantings adjacent to the wall and development site.

ii. Screening Parking Lots from Public Roads. Parking lots shall be screened from the public roads in accordance with Section 5.11.2.E Perimeter Parking Lot Landscaping.

iii. Screening of Ground Mounted Equipment. Mechanical equipment, such as utility cabinets, transformers, satellite dish antennae a minimum of thirty (30) inches in height, and similar equipment shall be screened on at least three (3) sides using evergreen plantings. Insofar as practical, said screening shall exceed the vertical height of the equipment being screened by at least six (6) inches within two (2) years of planting. Screening of mechanical equipment may also be provided using decorative fences or walls when landscaping is not permitted due to equipment clearance and easement restrictions.

H. Landscaping Requirements for Detention/ Retention Areas. Detention/retention ponds shall be integrated into the overall design of the property and landscaped to provide a natural setting. The design and construction of the detention/retention systems shall be in accordance with Hartland Township Engineering Design Standards. When the detention/retention area is in the form of a basin, the following requirements shall apply:

i. Basins shall have a natural, free-form shape, following existing natural topography to the greatest extent possible. If the site is generally flat, the basin shall be shaped to emulate a naturally formed depression. The basin should be a natural shape, and not square, rectangle or other geometric shape. Side slopes should be varied and undulating, rather than having a uniform grade.

ii. ~~Basins with side slopes that require fencing are prohibited in front and side yards. When a rear yard basin requires a fence, the fence shall be a decorative style. Chain link fence is prohibited in any circumstance. Side slopes shall not exceed one (1) foot vertical for every five (5) feet horizontal. Side slopes of basins shall not exceed one (1) foot vertical for every four (4) feet horizontal. The Planning Commission shall approve perimeter fencing if deemed necessary.~~

iii. ~~A combination of natural stone and landscape materials shall be used to replicate the natural environment and~~ integrate the area with the overall landscape design. Where a basin is designed to have permanent water, a fountain or other water feature may be used.

~~iv. A mixture of landscape materials, including evergreen and canopy/ deciduous trees, shrubs and other substantial plant material shall be planted in a random pattern or groupings. At a minimum one (1) canopy or evergreen tree and ten (10) medium deciduous or evergreen shrubs or six (6) large deciduous or evergreen shrubs or ornamental deciduous trees shall be planted for every fifty (50) linear feet of pond perimeter as measured along the top of the bank elevation. Plantings shall be integrated into the overall site design and may be surrounding and within the basin(s). At a minimum, one (1) canopy tree or evergreen tree shall be planted for every fifty (50) lineal feet of basin perimeter as measured along the top of the bank elevation. The required trees shall be planted in a random pattern or in groupings.~~

v. Basins shall be planted with seed mix or other plantings appropriate to site conditions. All areas to meet vegetation coverage per Section 2.A.ii.

vi. If the detention/retention area is located within the greenbelt, the overall number of plantings required for the greenbelt and detention/retention area may be reduced, at the discretion of the Planning Commission. Refer to Figure 5.11.2.H.1.

vii. Where appropriate, the stormwater collection system may include bioswales, rain gardens and other features that allow run-off water to flow through vegetation prior to entering the stormwater management system. Oil and sediment filters, and other best management practices to control the quality of water entering the system are encouraged. If such systems are employed for the stormwater collection system, landscaping requirements around the detention/retention area may be modified at the discretion of the Planning Commission.

3. Standards for Landscape Materials

Unless otherwise specified, all landscape materials shall comply with the following standards:

A. Plant Quality. Plant materials used in compliance with the provisions of this Ordinance shall be nursery grown, free of pests and diseases, hardy in southeastern Michigan, in conformance with the standards of the American Association of Nurserymen, and shall have passed inspections required under state regulations. Plants shall be No. 1 grade with straight unscarred trunk and well developed uniform crown (park grade trees will not be accepted). Plant materials installed in locations in close proximity to areas exhibiting environmental impacts (for example, exhaust fumes, salt runoff) commonly associated with motorized vehicles shall be hardy under such conditions.

B. Non-Living Plant Material. Plastic and other non living plant materials shall not be considered acceptable to meet the landscaping requirements of this Section.

C. Plant Material Specifications

i. Landscaping shall be varied to enhance design creativity and minimize possible landscape loss caused by specie specific disease. Variations to the species shall continue to provide unity in the overall site design. Tree species shall be required to meet the level of diversity noted in the table that follows.

ii. The use of native plant materials to the area and Southeast Michigan and mixture of trees from the same species association is encouraged. Following is a list of suggested plant materials by category:

iii. Use of plant materials that cause disruption to storm drainage or that are susceptible to pests or disease are not encouraged. The following plant materials exhibit such characteristics, and therefore their use is not encouraged in the Township:

- a. Ashes
- b. Elm (American and Siberian)
- c. Box Elder
- d. Tree of Heaven
- e. European Barberry
- f. Northern Catalpa
- g. Poplar
- h. Willow
- i. Maple (Amur, Norway & Silver)
- j. Ginkgo (Female)
- k. Goldenraintree
- l. Black Locust
- m. Honey Locust (with thorns)
- n. Horse Chestnut (Nut Bearing)
- o. Cottonwood
- p. Mulberry
- q. Amur Cork Tree

iv. The following specifications shall apply to all plant material proposed in accordance with the landscaping requirements of this Ordinance:

a. Canopy Trees. Deciduous canopy trees shall be a minimum of three (3) inches in caliper measured six (6) inches above grade with the first branch a minimum of four (4) feet above grade when planted and not to exceed seven (7) feet above grade when screening is desired.

~~b. Other Deciduous and Columnar Trees. These may be included as part of the overall landscape site design but are generally not considered. At time of planting, the tree height shall be a minimum of twelve (12) feet in height.~~

~~eb.~~ Small Deciduous Ornamental Trees and Large Shrubs. Small deciduous ornamental trees/ shrubs shall be a minimum of two (2) inches in caliper measured six (6) inches above grade ~~with a minimum height of four (4) feet above grade when planted~~ or six (6) feet in height ~~from for~~ clump varieties.

~~dc.~~ Evergreen Trees. Evergreen trees shall be a minimum of eight (8) feet in height when planted, except as otherwise specified in this Ordinance. Furthermore, evergreen trees used for screening shall have a minimum spread of five (5) feet at time of planting. Columnar evergreen trees may be included as part of the overall landscape site design.

~~ed. Deciduous and Evergreen Large~~ Shrubs. Large shrubs shall be a minimum of thirty (30) inches in height and twenty-four (24) inches in spread when planted when used to screen or buffer, unless otherwise specified in this Ordinance.

~~fe. Deciduous and Evergreen Small~~ Shrubs. Small ~~deciduous and evergreen~~ shrubs shall be a minimum of eighteen (18) inches in height when planted and shall not be used for screening purposes. Low growing shrubs shall have a minimum spread of twenty-four (24) inches when planted.

~~gf. Ground Cover.~~ Ground cover used in lieu of turf grasses in whole or in part shall be planted in such a manner as to ~~present a finished appearance and reasonably complete coverage after one (1) complete growing season~~ meet coverage requirements per Section 5.11.2.A.ii.

~~hg. Perennials/Annuals/Ornamental Grass.~~ Perennials/Annuals/ Ornamental Grass are to be used as accent plantings in addition to the required trees and shrubs.

~~ih. Grass.~~ Grass area shall be planted using species normally grown as permanent lawns in southeast Michigan. Grass, sod, and seed shall be clean and free of weeds, pests, and diseases. Grass may be sodded, ~~plugged, sprigged~~ or seeded. When grass is to be established by a method other than complete sodding or seeding, nurse grass seed shall be sown for immediate effect and protection until complete coverage is otherwise achieved. Straw or other mulch shall be used to protect newly seeded areas.

~~ji. Mulch.~~ Planting beds shall present a finished appearance with shredded hardwood bark mulch or similar natural material ~~at a minimum depth of three (3) inches.~~ Mulch used around trees, ~~and shrubs, and vines~~ shall be ~~a maximum of four (4) three (3)~~ inches in depth deep and shall be pulled three (3) inches away from the trunk. Mulch shall be ~~contained within its respective planting areas through the installation of edging material or curbing two (2) inches in depth around perennials, groundcover and ornamental grasses. Rock, stone, or gravel is not allowed as mulch in planting beds but could be used for a narrow maintenance strip along a building foundation, with the maintenance strip a maximum of two (2) feet in width.~~

4. Installation, Irrigation and Maintenance. The following standards shall be observed where installation and maintenance of landscape materials are required:

A. Minimum Standards

i. Time of planting. Landscaping shall be installed in a sound, workmanlike manner to ensure the continued growth of healthy plant material. Trees, shrubs, and planting beds shall be generously mulched at the time of planting.

ii. Irrigation. All landscaped areas shall be provided with an irrigation system in accordance with Section 5.11.2.A.viii, Irrigation.

iii. Support Material Removal. Where required, tree stakes, guy wires and tree wraps are to be removed after one year.

B. Off-Season Planting Requirements. If development is completed during the off season when plants cannot be installed, the owner shall provide a performance guarantee to ensure installation of required landscaping in the next planting season, in accordance with Section 6.4, Performance Guarantees.

C. Phased Projects. Projects that are developed in phases may construct and install landscaping to coordinate with the development schedule. A phasing landscape plan shall be submitted at time of site plan review. Prior to beginning the initial or any subsequent phase, all screening required along the property boundaries adjacent to residentially zoned or used property shall be installed. Where screening material would be destroyed during construction, interim planting materials may be required.

D. Maintenance. Landscaping required by this Ordinance shall be maintained in a healthy, neat, and orderly appearance, free from refuse, debris and weeds. All unhealthy and dead plant material shall be replaced immediately, unless the season is not appropriate for planting, in which case such plant material shall be replaced at the beginning of the next planting season. The developer or owner(s) shall insure perpetual and mandatory maintenance and/or replacement of vegetative plantings pursuant to the approved landscape plan.

E. All constructed or manufactured landscape elements, such as but not limited to benches, retaining walls, edging, and so forth, shall be maintained in good condition and neat appearance. Elements approved as part of Site Plan approval shall, when necessary, be replaced pursuant to the approved plan.

[TEXT MOVED TO SEC 5.11.2.B.iii]

65. Specific Landscaping Requirements

A. Requirements for LC, Limited Commercial and STR, Settlement Residential Districts. Because of the typical small lot size and compact character of the settlements in which these two zoning districts are located, site landscaping requirements shall be as follows for non-residential uses:

i. General Site Landscaping. All developed portions of the site shall conform to Section 5.11.2, General Requirements.

ii. Landscaping Adjacent to Road. Street trees shall be provided and maintained ~~where feasible~~ at one (1) tree per thirty-five (35) feet of frontage. Street trees shall be located in four (4) foot minimum width lawn strip between the road and sidewalk. When this is not feasible, trees shall be planted no further than fifteen (15) feet from the edge of pavement or back of curb unless otherwise approved by the Planning Commission. Landscaping shall be consistent with the streetscape design as provided by the Township, if applicable.

iii. Screening. Upon any improvement or change in use for which a site plan is required, a landscape buffer shall be provided to create a visual screen at least eight (8) feet in height along all adjoining boundaries of a nonresidential use or a residential use of higher density

than an abutting single family residential zoned property. At the discretion of the Planning Commission, modification for screening may be allowed pursuant to Section 5.11.7, Modification to Landscape Requirements.

iv. Utility Clearance. See Section 5.11.2.A.vi.

B. Requirements for Single Family Residential Districts. Single Family Residential properties are encouraged to plant and maintain landscaping which provides a good street side appearance, is a mixture of deciduous and evergreen plantings and is in-keeping with the character of the surrounding area. The following requirements are required for all single family detached residential properties and is in addition to the requirements for residential developments that are approved through the Site Plan Review process.

i. General Site Landscaping. All unpaved portions of the front yard shall be planted with grass, ground cover, shrubbery, or other suitable live plant and landscape bed material, which shall extend to any abutting street pavement edge.

ii. Maintenance of Unobstructed Visibility. No landscaping shall be established or maintained on any parcel that will obstruct the view of drivers. Accordingly, all landscaping shall comply with the provisions set forth in Section 5.1, Clear Vision Area.

iii. Utility Clearance. See Section 5.11.2.A.vi.

C. Subdivision Planting Requirements. In single family platted subdivisions, residential site condominiums or non-residential subdivisions (example: interior streets in industrial subdivisions) street trees, medium or large canopy deciduous trees, shall be planted in front of each lot as follows: one (1) tree shall be planted for every thirty-five (35) feet of frontage between the sidewalk and curb. The width of the area between the sidewalk and back of curb shall be a minimum of four (4) feet.

76. Modifications to Landscape Requirements. In consideration of the overall design and impact of a specific landscape plan, and in consideration of the amount of existing plant material to be retained on the site, the Planning Commission may modify the specific requirements outlined herein, provided that any such adjustment is in keeping with the intent of this Ordinance. In determining whether a modification is appropriate, the Planning Commission shall consider whether the following conditions exist:

A. Topographic features or other unique features of the site create conditions such that strict application of the landscape regulations would result in a less effective screen than an alternative landscape design.

B. Parking, vehicular circulation, or land use are such that required landscaping would not enhance the site or result in the desired screening effect.

C. The public benefit intended by the landscape regulations could be better achieved with a plan that varies from the strict requirements of this Ordinance.

Section 3. Amendment of Section 5.26.8.M.ii.b. of Township Zoning Ordinance.

~~b. All monument signs shall include adequate landscaping in size and quantity of plant material around the base of the sign so as to create a unified and aesthetic appearance with the structure or development in which the sign is promoting.~~

Section 4. Validity and Severability. Should any portion of this Ordinance be found invalid for any reason, such holding shall not be construed as affecting the validity of the remaining portions of this Ordinance.

Section 5. Repealer Clause. Any ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 6: Effective Date. This Ordinance shall become effective immediately following publication.

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Michael Luce, Director of Public Works

Subject: M59 Sidewalk Gap

Date: July 10, 2023

Recommended Action

Move to approve the bid for the M59 Sidewalk Gap Project from Preiss Companies for an amount not to exceed \$408,050.00.

Discussion

Currently the San Marino Subdivision is the only development in the southeast corner of the Township not connected to the M59 Old US23 corridor by sidewalk. By moving this project forward residents will be able to access the main thoroughfare on foot or bike, improving the walkability of the community.

As we move towards improving the walkability of the township this small section of sidewalk is a welcomed improvement to our current pathways. Knowing the project will take place in a MDOT right of way permits will need to be obtained along with permission from ITC as they have their main lines and large poles in the vicinity of the work area as well. With the topography of the sidewalk project a retaining wall will need to be built on the sought side of the sidewalk for the length of the project, this is the reason for the inflated cost of the project. We anticipate the project to begin as soon as possible and take roughly a month to complete. Public Works is recommending Preiss Companies for this project as they have submitted the lowest bid on the project. Public Works has added a ten percent contingency to the contract price in the event additional work is needed. Attached is the Bid Tab from the bid opening as well as a recommendation to proceed from Spalding DeDecker (SDA).

Financial Impact

Is a Budget Amendment Required? Yes No

\$275,000 was allocated in the FY23-24 Township Budget. Approval of the proposed project will subsequently approve any budget amendments required to fund the sidewalk project from the Township Capital Improvement Fund (401)

Attachments

M59 Sidewalk Gap Bid Tab
Hartland M59 Sidewalk Gap Agreement

BID TABULATION - Hartland Township M-59 Sidewalk Gaps

Hartland Township

4 Bids received, opened 06-07-2023

Project No. HL22-003

By: KRD

Reviewed: PRS

BASE BID				Preiss Companies LLC		Exclusive Excavating LLC		Highland Services LLC	
No		QUANTITY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)	UNIT PRICE (\$)	AMOUNT (\$)	UNIT PRICE (\$)	AMOUNT (\$)
1	Bonds, Insurance and Mobilization (10% Max)	1	LS	\$0.00	-	\$10,000.00	10,000.00	\$43,167.12	43,167.12
2	Pre-Construction Audio-Visual	1	LS	\$0.00	-	\$3,000.00	3,000.00	\$510.00	510.00
3	Temporary Traffic Control Devices	1	LS	\$3,000.00	3,000.00	\$5,000.00	5,000.00	\$4,590.00	4,590.00
4	Permit Allowance	3,000	DLR	\$1.00	3,000.00	\$1.00	3,000.00	\$1.00	3,000.00
5	Tree Protection Fencing	270	FT	\$10.00	2,700.00	\$10.00	2,700.00	\$6.15	1,660.50
6	Tree, Rem, 6 inch to 18 inch	15	EA	\$400.00	6,000.00	\$600.00	9,000.00	\$532.10	7,981.50
7	Curb and Gutter, Rem	7	FT	\$100.00	700.00	\$20.00	140.00	\$81.05	567.35
8	Sidewalk, Rem	16	SYD	\$57.00	912.00	\$120.00	1,920.00	\$64.15	1,026.40
9	Embankment, CIP	15	CYD	\$80.00	1,200.00	\$30.00	450.00	\$34.64	519.60
10	Modular Block Retaining Wall	2,110	FSF	\$125.00	263,750.00	\$146.20	308,482.00	\$123.72	261,049.20
11	Excavation, Earth	17	CYD	\$57.00	969.00	\$50.00	850.00	\$31.89	542.13
12	Subgrade Undercut (As Needed)	20	CYD	\$5.00	100.00	\$52.00	1,040.00	\$72.48	1,449.60
13	Erosion Control, Check Dam, Stone	48	FT	\$20.00	960.00	\$25.00	1,200.00	\$182.67	8,768.16
14	Erosion Control, Inlet Protection, Fabric Drop	1	EA	\$500.00	500.00	\$120.00	120.00	\$85.00	85.00
15	Aggregate Base, 4 inch	360	SYD	\$80.00	28,800.00	\$8.00	2,880.00	\$20.83	7,498.80
16	Aggregate Base, 6 inch	10	SYD	\$120.00	1,200.00	\$10.00	100.00	\$22.37	223.70
17	HMA Surface, Rem	3	SYD	\$300.00	900.00	\$20.00	60.00	\$73.31	219.93
18	Hand Patching	5	TON	\$100.00	500.00	\$400.00	2,000.00	\$272.85	1,364.25
19	Detectable Warning Surface	5	FT	\$100.00	500.00	\$20.00	100.00	\$63.75	318.75
20	Curb Ramp Opening, Conc	7	FT	\$300.00	2,100.00	\$30.00	210.00	\$31.88	223.16
21	Sidewalk, Conc, 4 inch	2,304	SFT	\$15.00	34,560.00	\$8.00	18,432.00	\$8.93	20,574.72
22	Curb Ramp, Conc, 6 inch	56	SFT	\$50.00	2,800.00	\$12.00	672.00	\$10.20	571.20
23	Pathway Grading	5	STA	\$1,000.00	5,000.00	\$500.00	2,500.00	\$14,422.23	72,111.15
24	Sign, Type III, Erect, Salv	1	EA	\$1,000.00	1,000.00	\$500.00	500.00	\$382.50	382.50
25	Restoration	1	EA	\$9,000.00	9,000.00	\$8,500.00	8,500.00	\$13,476.13	13,476.13
	Inspection Crew Days	\$800.00	DAY	1	800.00	21	16,800.00	35	28,000.00
TOTAL					370,951.00	399,656.00	479,880.85		

Other Bids Received: Audia Concrete Constructic \$586,192.50

Preiss Alternate \$276,001.00

Red text indicates corrected items

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between the **Hartland Township** (“Owner”) and **Preiss Companies, LLC** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Installation of concrete sidewalk and a modular block retaining wall.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **HARTLAND M-59 SIDEWALK GAP**

ARTICLE 3—ENGINEER

3.01 The Owner has retained Spalding DeDecker (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Spalding DeDecker.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within 60 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$600.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$600.00 for each day that expires after such time until the Work is completed and ready for final payment.
 4. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Progress Payments*

- A. The OWNER shall pay to the CONTRACTOR, as partial payment under this Contract, the value as estimated by the ENGINEER of the work done, less the aggregate of the previous payments, less that retainage permitted pursuant to Michigan Public Act 524 of 1980, as amended. Prior to the disbursement of any progress payment or final payment, the CONTRACTOR must provide the OWNER with waivers of lien and sworn statements as set forth in the General Conditions. The OWNER may reserve and retain out such partial payment a sum sufficient to meet any undischarged obligations of the CONTRACTOR for labor and materials incorporated in the work, or any other sums as provided for in the Contract Documents.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).
 - B. The OWNER shall pay the CONTRACTOR for completion of the Work in accordance with the Contract Documents, in current funds at the unit prices stated in the CONTRACTOR's Bid.
 - C. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual.
 - 6. Drawings listed on the attached sheet index.
 - 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **July 14, 2023** (which is the Effective Date of the Contract).

Owner:

Hartland Township

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

2655 Clark Road

Hartland, Michigan 48353

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

Contractor:

Preiss Companies, LLC

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

8211 Clyde Road

Fenton, Michigan 48430

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert M. West, Township Manager

Subject: Closed Session: to consider a periodic personnel evaluation of the Township Manager, at his request under MCL 15.268(a)

Date: June 28, 2023