



## 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

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### Board of Trustees Regular Meeting Agenda Hartland Township Hall Tuesday, June 07, 2022 7:00 PM

1. Call to Order
  2. Pledge of Allegiance
  3. Roll Call
  4. Approval of the Agenda
  5. Call to the Public
  6. Approval of the Consent Agenda
    - [a.](#) Approve Payment of Bills
    - [b.](#) Approve Post Audit of Disbursements Between Board Meetings
    - [c.](#) 05-17-2022 Hartland Township Board Special Meeting Minutes
    - [d.](#) 05-17-2022 Hartland Township Board Regular Meeting Minutes
    - [e.](#) Investment Policy Revision
    - [f.](#) Waldenwoods Fireworks Display Permit – 7-2-22
    - [g.](#) Waldenwoods Fireworks Display Permit – 7-29-22
  7. Pending & New Business
    - [a.](#) Resolution Adopting the Livingston County Hazard Mitigation Plan
    - [b.](#) Dunham Road Pathway Project
    - [c.](#) Settlers Park Improvements
  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:** May 31, 2022

### **Recommended Action**

Move to approve the bills as presented for payment.

### **Discussion**

Bills presented total \$223,916.45. The bills are available in the Finance office for review.

Notable invoices include:

\$19,131.57 – Chloride Solutions – (May 2022 Dust control)

\$175,439.60 – Livingston County Drain Commission – (May 2022 Sewer O&M & Watershed group shared costs)

### **Financial Impact**

Is a Budget Amendment Required? ☐ Yes ☒ No

All expenses are covered under the amended FY22 budget and adopted FY23 budget.

### **Attachments**

Bills for 06.07.2022

06/02/2022 09:34 AM  
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INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP  
 EXP CHECK RUN DATES 06/07/2022 - 06/07/2022  
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		Due Date		1099		

CHLORIDESO	CHLORIDE SOLUTIONS, LLC	05/14/2022	988	FOA	5/13/22 - DUST CONTROL	
47506	672 NORTH M-52	06/07/2022		N		2,314.14
05/14/2022	WEBBERVILLE MI, 48892	/ /	0.0000	N		0.00
		06/07/2022		Y		2,314.14

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-463-969.002	ROAD CHLORIDE	1,735.60
204-000-969.002	ROAD CHLORIDE	578.54
		<u>2,314.14</u>

CHLORIDESO	CHLORIDE SOLUTIONS, LLC	05/21/2022	994	FOA	MAY 2022 DUST CONTROL	
47548	672 NORTH M-52	06/07/2022		N		16,817.43
05/21/2022	WEBBERVILLE MI, 48892	/ /	0.0000	N		0.00
		06/07/2022		Y		16,817.43

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-463-969.002	ROAD CHLORIDE	12,613.07
204-000-969.002	ROAD CHLORIDE	4,204.36
		<u>16,817.43</u>

VENDOR TOTAL: 19,131.57

CINTAS	CINTAS CORPORATION	05/16/2022	4119448456	FOA	MATS	
47502	P.O. BOX 630910	06/07/2022		N		57.47
05/16/2022	CINCINNATI OH, 45263	/ /	0.0000	N		0.00
		06/07/2022		N		57.47

Open

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

VENDOR TOTAL: 57.47

DOUGIES	DOUGIE'S DISPOSAL & RECYCLING	05/23/2022	110048	FOA	LABORERS/TRUCKS FOR CLEAN-UP DAY EVE	
47531	PO BOX 241	06/07/2022		N		7,000.00
05/23/2022	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		06/07/2022		Y		7,000.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-801.000	CONTRACTED SERVICES	7,000.00

VENDOR TOTAL: 7,000.00

ETNA	ETNA SUPPLY COMPANY	05/26/2022	S104553669.001	FOA	METERS & SUPPLIES	
47541	P.O. BOX 772107	06/07/2022		N		2,296.30
05/26/2022	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00

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		Due Date		1099		

Open		06/07/2022		N		2,296.30
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GL NUMBER	DESCRIPTION	AMOUNT
536-000-741.000	METER COSTS	2,296.30

VENDOR TOTAL: 2,296.30

FIRSTIMPRE	FIRST IMPRESSION PRINT & MARKETING	05/12/2022	79834	FOA	AREA MAPS/COMMUNITY RESOURCE GUIDE	
47495	907 FOWLER ST.	06/07/2022		N		232.88
05/12/2022	HOWELL MI, 48843	/ /	0.0000	N		0.00
		06/07/2022		N		232.88

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-577-900.000	PRINTING & PUBLICATIONS	232.88

VENDOR TOTAL: 232.88

5888	FOSTER, SWIFT, COLLINS & SMITH	04/30/2022	833704	FOA	APRIL 2022	
47528	313 S. WASHINGTON SQUARE	06/07/2022		N		399.50
05/19/2022	LANSING MI, 48933-2193	/ /	0.0000	N		0.00
		06/07/2022		Y		399.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-000-826.000	LEGAL FEES	352.50
101-209-826.000	LEGAL FEES	47.00
		399.50

VENDOR TOTAL: 399.50

HAYAA-F	HARTLAND AREA YOUTH ATHLETIC ASSOC	06/15/2022	061522	FOA	JUNE 2022 PMT PER AGREEMENT	
47231	HAYAA - FOOTBALL	06/07/2022		N		372.62
	P.O. BOX 359					
06/15/2022	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		06/07/2022		N		372.62

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	372.62

VENDOR TOTAL: 372.62

HAYAA-B	HARTLAND AREA YOUTH ATHLETIC ASSOC.	06/15/2022	061522	FOA	PMT DUE 6/15/22 PER AGREEMENT	
47209	HAYAA - BASEBALL	06/07/2022		N		1,285.72
	P.O. BOX 110					
06/15/2022	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		06/07/2022		N		1,285.72



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Open

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

HCSA	HARTLAND COMMUNITY SOCCER ASSN	06/15/2022	061522	FOA	JUNE 2022 PMT PER AGREEMENT	
47217	HARTLAND COMMUNITY EDUCATION	06/07/2022		N		785.16
	9525 HIGHLAND RD					
06/15/2022	HOWELL MI, 48843	/ /	0.0000	N		0.00
		06/07/2022		N		785.16

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	785.16
VENDOR TOTAL:		785.16

HARTLANDSE	HARTLAND SENIOR ACTIVITY CENTER	05/31/2022	053122	FOA	FARMERS MKT ADVERTISING	
47550	9525 E HIGHLAND RD	06/07/2022		N		400.00
05/31/2022	HOWELL MI, 48843	/ /	0.0000	N		0.00
		06/07/2022		N		400.00

Open

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

WATERO&M	HARTLAND TOWNSHIP WATER O & M	04/30/2022	051622	FOA	APRIL 2022 OUT OF DEPT COSTS	
47499	2655 CLARK RD	06/07/2022		N		1,956.32
05/16/2022	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		06/07/2022		N		1,956.32

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.009	CONTRACT SERVICES - WATER SYSTEM	1,216.45
101-265-801.009	CONTRACT SERVICES - WATER SYSTEM	603.67
101-567-801.009	CONTRACT SERVICES - WATER SYSTEM	34.05
101-751-955.000	PARKS - SPECIAL EVENTS	102.15
		1,956.32

VENDOR TOTAL: 1,956.32

HYL	HARTLAND YOUTH LACROSSE	06/15/2022	061522	FOA	JUNE 2022 PMT PER AGREEMENT	
47224	P.O. BOX 56	06/07/2022		N		372.62
06/15/2022	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		06/07/2022		N		372.62

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Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-801.000	CONTRACTED SERVICES	372.62

VENDOR TOTAL: 372.62

JD BEAVERS	J D BEAVERS CO	05/20/2022	4575	FOA	SCRAP METAL DUMPSTERS FOR LG ITEM CL	
47538	7676 RUSHTON RD	06/07/2022		N		750.00
05/20/2022	BRIGHTON MI, 48116	/ /	0.0000	N		0.00
		06/07/2022		N		750.00

Open

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

VENDOR TOTAL: 750.00

K&J	K & J ELECTRIC, INC	05/18/2022	10002	FOA	CROSS WALK SIGNS IN FRONT OF ORE CRE	
47527	7219 EAST HIGHLAND RD	06/07/2022		N		858.00
05/18/2022	HOWELL MI, 48843	/ /	0.0000	N		0.00
		06/07/2022		N		858.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-448-930.000	REPAIRS & MAINTENANCE	858.00

K&J	K & J ELECTRIC, INC	05/18/2022	9999	FOA	INSTALL OUTDOOR OUTLETS AT TEEN CENT	
47526	7219 EAST HIGHLAND RD	06/07/2022		N		1,511.00
05/18/2022	HOWELL MI, 48843	/ /	0.0000	N		0.00
		06/07/2022		N		1,511.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000-082.001	DUE FROM HERO CENTER	1,511.00

VENDOR TOTAL: 2,369.00

LASHBROOK	LASHBROOK SEPTIC SERVICE	05/17/2022	A-59824	FOA	LG ITEM CLEAN UP DAY RENTAL	
47517	4895 CURDY RD	06/07/2022		N		100.00
05/17/2022	HOWELL MI, 48855	/ /	0.0000	N		0.00
		06/07/2022		N		100.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-801.000	CONTRACTED SERVICES	100.00

VENDOR TOTAL: 100.00

2017	LIVINGSTON COUNTY ASSESSOR'S ASSOC	05/24/2022	052422	FOA	3 MEMBERSHIP APP'S 2022/23	
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47536	C/O DEERFIELD TOWNSHIP	06/07/2022		N		30.00
05/24/2022	LINDEN MI, 48451	/ /	0.0000	N		0.00
		06/07/2022		N		30.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-209-804.000		30.00

VENDOR TOTAL: 30.00

2909	LIVINGSTON CTY.DRAIN COMMISSIO	04/01/2022	3492	FOA	LIV CNTY WATERSHED GROUP SHARED COST	
47490	2300 E. GRAND RIVER	06/07/2022		N		385.99
	STE. 105					
05/06/2022	HOWELL MI, 48843	/ /	0.0000	N		0.00
		06/07/2022		N		385.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-465-956.000	MISCELLANEOUS	385.99

2909	LIVINGSTON CTY.DRAIN COMMISSIO	05/27/2022	3496	FOA	MAY 2022 SEWER SYSTEM O&M	
47542	2300 E. GRAND RIVER	06/07/2022		N		175,053.61
	STE. 105					
05/27/2022	HOWELL MI, 48843	/ /	0.0000	N		0.00
		06/07/2022		N		175,053.61

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-000-801.008	LCDC CONTRACT SERVICES	175,053.61

VENDOR TOTAL: 175,439.60

LOREARENTS	LOREA RENTS	05/09/2022	1234	FOA	CAT MINI EXCAVATOR RENTAL	
47524	120 LUCY RD	06/07/2022		N		885.00
05/09/2022	HOWELL MI, 48843	/ /	0.0000	N		0.00
		06/07/2022		N		885.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000-082.001	DUE FROM HERO CENTER	885.00

VENDOR TOTAL: 885.00

PATTERSON	PATTERSON, DIANE	05/31/2022	053122	FOA	REFUND FARMERS MKT BOOTH SPACE	
47551	185 CHINKAPIN RILL	06/07/2022		N		130.00
05/31/2022	FENTON MI, 48430	/ /	0.0000	N		0.00
		06/07/2022		N		130.00

Open

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101-000-652.000	FARMERS MARKET REVENUE					130.00
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VENDOR TOTAL:	130.00
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1180	PETER'S TRUE VALUE HARDWARE	05/16/2022	62580	FOA	GLOVES FOR SEASONAL GUYS	
47494	3455 W. HIGHLAND ROAD	06/07/2022		N		31.98
05/16/2022	MILFORD MI, 48380	/ /	0.0000	N		0.00
		06/07/2022		N		31.98

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-719.100	UNIFORMS/CLOTHING ALLOWANCE	31.98

1180	PETER'S TRUE VALUE HARDWARE	05/25/2022	62704	FOA	RAKES, PRUNER, JACKET	
47540	3455 W. HIGHLAND ROAD	06/07/2022		N		142.96
05/25/2022	MILFORD MI, 48380	/ /	0.0000	N		0.00
		06/07/2022		N		142.96

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-719.100	UNIFORMS/CLOTHING ALLOWANCE	69.99
536-000-740.000	OPERATING SUPPLIES	72.97
		142.96

1180	PETER'S TRUE VALUE HARDWARE	05/12/2022	K62511	FOA	CARD	
47492	3455 W. HIGHLAND ROAD	06/07/2022		N		5.99
05/12/2022	MILFORD MI, 48380	/ /	0.0000	N		0.00
		06/07/2022		N		5.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000-082.001	DUE FROM HERO CENTER	5.99

1180	PETER'S TRUE VALUE HARDWARE	05/18/2022	K62608	FOA	SPARK PLUG, OIL, AIR FILTER, FUEL FI	
47507	3455 W. HIGHLAND ROAD	06/07/2022		N		155.33
05/18/2022	MILFORD MI, 48380	/ /	0.0000	N		0.00
		06/07/2022		N		155.33

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	155.33

1180	PETER'S TRUE VALUE HARDWARE	05/19/2022	K62633	FOA	BOLTS	
47522	3455 W. HIGHLAND ROAD	06/07/2022		N		3.44
05/19/2022	MILFORD MI, 48380	/ /	0.0000	N		0.00
		06/07/2022		N		3.44

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	3.44

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1180	PETER'S TRUE VALUE HARDWARE	05/26/2022	K62715	FOA	TRIMMER	
47543	3455 W. HIGHLAND ROAD	06/07/2022		N		359.99
05/26/2022	MILFORD MI, 48380	/ /	0.0000	N		0.00
		06/07/2022		N		359.99

Open

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

VENDOR TOTAL: 699.69

7532	PRINTING SYSTEMS, INC.	05/05/2022	223298	FOA	ELECTION SUPPLIES	
47500	12005 BEECH DALY	06/07/2022		N		2,346.16
05/05/2022	TAYLOR MI, 48180	/ /	0.0000	N		0.00
		06/07/2022		N		2,346.16

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-191-727.000	SUPPLIES & POSTAGE	2,346.16

VENDOR TOTAL: 2,346.16

JOHNSON	ROSATI, SCHULTZ, JOPPICH&AMTSBUECHLER	04/30/2022	1077480	FOA	ORDINANCE ENFORCEMENT THRU 4/30/22	
47498	27555 EXECUTIVE DRIVE, SUITE 250	06/07/2022		N		499.50
05/12/2022	FARMINGTON HILLS MI, 48331	/ /	0.0000	N		0.00
		06/07/2022		Y		499.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-722-826.000	LEGAL FEES	499.50

VENDOR TOTAL: 499.50

SANMARINO	SAN MARINO EXCAVATING, INC.	05/18/2022	146172	FOA	20 YD DUMPSTER RENTAL AT WTP	
47523	5550 MITCHEL WAY	06/07/2022		N		115.00
05/18/2022	HOWELL MI, 48843	/ /	0.0000	N		0.00
		06/07/2022		Y		115.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-801.000	CONTRACTED SERVICES	115.00

VENDOR TOTAL: 115.00

SELECTION	SELECTION.COM	05/16/2022	482898	FOA	BACKGROUND CHECKS	
47508	155 TRI-COUNTY PKWY, STE 150	06/07/2022		N		112.00
05/16/2022	CINCINNATI OH, 45246	/ /	0.0000	N		0.00
		06/07/2022		Y		112.00

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GL NUMBER	DESCRIPTION	AMOUNT
101-253-801.000	CONTRACTED SERVICES	56.00
101-209-801.000	CONTRACTED SERVICES	56.00
		<u>112.00</u>

VENDOR TOTAL: 112.00

SPALDING	SPALDING DEDECKER	04/01/2022	90475	FOA	JENNI LN COST ESTIMATE THRU 3/31/22	
47486	905 SOUTH BLVD EAST	06/07/2022		N		650.00
05/02/2022	ROCHESTER HILLS MI, 48307	/ /	0.0000	N		0.00
		06/07/2022		N		650.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-400-801.002	CONSULTING - SITE REVIEWS	650.00

SPALDING	SPALDING DEDECKER	05/19/2022	90624	FOA	VILLAS OF HARTLAND SPR THRU 5/1/22	
47535	905 SOUTH BLVD EAST	06/07/2022		N		650.00
05/19/2022	ROCHESTER HILLS MI, 48307	/ /	0.0000	N		0.00
		06/07/2022		N		650.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-400-801.002	CONSULTING - SITE REVIEWS	650.00

VENDOR TOTAL: 1,300.00

STAPLES	STAPLES	05/14/2022	8066257787	FOA	MISC SUPPLIES	
47493	PO BOX 660409	06/07/2022		N		21.78
05/14/2022	DALLAS TX, 75266-0409	/ /	0.0000	N		0.00
		06/07/2022		N		21.78

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-253-727.000	SUPPLIES & POSTAGE	16.98
101-172-727.000	SUPPLIES & POSTAGE	4.80
		<u>21.78</u>

STAPLES	STAPLES	05/21/2022	8066331122	FOA	MISC SUPPLIES	
47530	PO BOX 660409	06/07/2022		N		221.98
05/21/2022	DALLAS TX, 75266-0409	/ /	0.0000	N		0.00
		06/07/2022		N		221.98

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-172-727.000	SUPPLIES & POSTAGE	221.98

STAPLES	STAPLES	05/28/2022	8066413409	FOA	MISC SUPPLIES	
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INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP  
EXP CHECK RUN DATES 06/07/2022 - 06/07/2022  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID - CHECK TYPE: PAPER CHECK

Page: 9/10

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		

47546	PO BOX 660409	06/07/2022		N		212.05
05/28/2022	DALLAS TX, 75266-0409	/ /	0.0000	N		0.00
		06/07/2022		N		212.05

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-172-727.000	SUPPLIES & POSTAGE	7.74
101-751-740.000	OPERATING SUPPLIES	204.31
		<u>212.05</u>

VENDOR TOTAL: 455.81

STERICYCLE	STERICYCLE, INC.	05/27/2022	8001654969	FOA	LARGE ITEM CLEAN UP EVENT	
47547	28883 NETWORK PLACE	06/07/2022		N		1,506.00
05/27/2022	CHICAGO IL, 60673-1288	/ /	0.0000	N		0.00
		06/07/2022		N		1,506.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-801.000	CONTRACTED SERVICES	1,506.00

VENDOR TOTAL: 1,506.00

SPIRITOFLLI	THE SPIRIT OF LIVINGSTON	05/12/2022	53503	FOA	NAME PLATE/DOOR PLATE	
47489	3280 W GRAND RIVER	06/07/2022		N		32.00
05/12/2022	HOWELL MI, 48855	/ /	0.0000	N		0.00
		06/07/2022		N		32.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-727.000	SUPPLIES & POSTAGE	10.00
101-400-727.000	SUPPLIES & POSTAGE	22.00
		<u>32.00</u>

SPIRITOFLLI	THE SPIRIT OF LIVINGSTON	05/24/2022	53526	FOA	BUSINESS CARDS/NAME PLATE FOR APPRAI	
47537	3280 W GRAND RIVER	06/07/2022		N		60.00
05/24/2022	HOWELL MI, 48855	/ /	0.0000	N		0.00
		06/07/2022		N		60.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-209-727.000	SUPPLIES & POSTAGE	60.00

VENDOR TOTAL: 92.00

USA	USA BLUE BOOK	05/19/2022	984602	FOA	SAFETY GLASSES, CLIPBOARDS, WRENCHES	
47529	P.O. BOX 9004	06/07/2022		N		842.03
05/19/2022	GURNEE IL, 60031-9004	/ /	0.0000	N		0.00
		06/07/2022		N		842.03

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DB: Hartland

INVOICE APPROVAL BY INVOICE REPORT FOR HARTLAND TOWNSHIP  
EXP CHECK RUN DATES 06/07/2022 - 06/07/2022  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID - 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

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	842.03

VENDOR TOTAL: 842.03

WATERTECH	WATER TECH	04/30/2022	53550	FOA	APRIL 2022 COLIFORM SAMPLES	
47518	718 S MICHIGAN	06/07/2022		N		66.00
04/30/2022	HOWELL MI, 48843	/ /	0.0000	N		0.00
		06/07/2022		N		66.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	66.00

VENDOR TOTAL: 66.00

WOOD	WOOD ENVIRONMENT & INFRASTRUCTURE	05/27/2022	H19220228	FOA	WATER SUPPLY ASSISTANCE THRU 5/13/22	
47544	P.O. BOX 74008618	06/07/2022		N		958.50
05/27/2022	CHICAGO IL, 60674-8618	/ /	0.0000	N		0.00
		06/07/2022		N		958.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-801.007	TREATMENT PLANT SAMPLING	958.50

WOOD	WOOD ENVIRONMENT & INFRASTRUCTURE	05/27/2022	H19220229	FOA	WWTP REPORTING THRU 5/13/22	
47545	P.O. BOX 74008618	06/07/2022		N		930.00
05/27/2022	CHICAGO IL, 60674-8618	/ /	0.0000	N		0.00
		06/07/2022		N		930.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-801.007	TREATMENT PLANT SAMPLING	930.00

VENDOR TOTAL: 1,888.50

TOTAL - ALL VENDORS: 223,916.45

FUND TOTALS:

Fund 101 - GENERAL FUND	39,714.41
Fund 204 - MUNICIPAL STREET FUND	4,782.90
Fund 536 - WATER SYSTEM FUND	4,013.03
Fund 590 - SEWER OPERATIONS & MAINTENANCE FUND	175,406.11



## **Hartland Township Board of Trustees Meeting Agenda Memorandum**

**Submitted By:** Susan Case, Finance Clerk

**Subject:** Approve Post Audit of Disbursements Between Board Meetings

**Date:** May 31, 2022

### **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 – \$22,802.04

May 31, 2022 Payroll - \$80,807.18

### **Financial Impact**

Is a Budget Amendment Required? ☐ Yes ☒ No

All expenses are covered under the amended FY22 budget and adopted FY23 budget.

### **Attachments**

Post Audit Bills List 05.19.2022

Post Audit Bills List 05.26.2022

Payroll for 05.31.2022

CHECK DISBURSEMENT REPORT FOR HARTLAND TOWNSHIP  
 CHECK DATE FROM 05/19/2022 - 05/19/2022

Check Date	Bank	Check #	Payee	Description	GL #	Amount
05/19/2022	FOA	42767	CONSUMERS ENERGY	UTILITIES - GAS	101-265-920.001	96.41
		42767		UTILITIES - GAS	536-000-920.001	290.20
						<hr/> 386.61
05/19/2022	FOA	42768	DELTA DENTAL	ACCRUED DENTAL BENEFITS	001-000-257.101	174.30
		42768		EMPLOYMENT EXPENSE	101-192-716.000	58.56
		42768		EMPLOYMENT EXPENSE	101-209-716.000	55.30
		42768		EMPLOYMENT EXPENSE	101-215-716.000	84.58
		42768		EMPLOYMENT EXPENSE	101-253-716.000	110.60
		42768		EMPLOYMENT EXPENSE	101-400-716.000	156.47
		42768		EMPLOYMENT EXPENSE	101-441-716.000	101.17
		42768		EMPLOYMENT EXPENSE	536-000-716.000	130.45
						<hr/> 871.43
05/19/2022	FOA	42769	DTE ENERGY	UTILITIES - ELECTRIC	101-265-920.002	1,330.15
		42769		STREET LIGHTS	101-448-921.000	38.47
		42769		UTILITIES	101-567-920.000	22.14
		42769		UTILITIES - ELECTRIC	101-751-920.002	303.35
		42769		UTILITIES - ELECTRIC	536-000-920.002	2,914.81
						<hr/> 4,608.92
05/19/2022	FOA	42770	LIVINGSTON DAILY PRESS & ARGUS	PRINTING & PUBLICATIONS	101-215-900.000	110.00
		42770		PRINTING & PUBLICATIONS	101-400-900.000	170.00
						<hr/> 280.00
05/19/2022	FOA	42771	MICHIGAN MUNICIPAL WORKER'S	INSURANCE	101-172-910.000	2,426.68
		42771		INSURANCE	536-000-910.000	1,487.32
						<hr/> 3,914.00
05/19/2022	FOA	42772	PRIORITY HEALTH	ACCRUED MEDICAL BENEFITS	001-000-257.100	2,014.80
		42772		EMPLOYMENT EXPENSE	101-192-716.000	1,081.76
		42772		EMPLOYMENT EXPENSE	101-209-716.000	1,189.95
		42772		EMPLOYMENT EXPENSE	101-215-716.000	1,730.83
		42772		EMPLOYMENT EXPENSE	101-253-716.000	540.88
		42772		EMPLOYMENT EXPENSE	101-441-716.000	1,487.46
		42772		EMPLOYMENT EXPENSE	536-000-716.000	2,028.34
						<hr/> 10,074.02
05/19/2022	FOA	42773	STATE OF MICHIGAN	EDUCATION/TRAINING/CONVENTION	101-209-957.000	250.00
						<hr/>
TOTAL - ALL FUNDS				TOTAL OF 7 CHECKS		20,384.98

--- GL TOTALS ---

001-000-257.100	ACCRUED MEDICAL BENEFITS	2,014.80
001-000-257.101	ACCRUED DENTAL BENEFITS	174.30
101-172-910.000	INSURANCE	2,426.68
101-192-716.000	EMPLOYMENT EXPENSE	1,140.32
101-209-716.000	EMPLOYMENT EXPENSE	1,245.25
101-209-957.000	EDUCATION/TRAINING/CONVENTION	250.00
101-215-716.000	EMPLOYMENT EXPENSE	1,815.41

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CHECK DISBURSEMENT REPORT FOR HARTLAND TOWNSHIP  
CHECK DATE FROM 05/19/2022 - 05/19/2022

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
101-215-900.000				PRINTING & PUBLICATIONS		110.00
101-253-716.000				EMPLOYMENT EXPENSE		651.48
101-265-920.001				UTILITIES - GAS		96.41
101-265-920.002				UTILITIES - ELECTRIC		1,330.15
101-400-716.000				EMPLOYMENT EXPENSE		156.47
101-400-900.000				PRINTING & PUBLICATIONS		170.00
101-441-716.000				EMPLOYMENT EXPENSE		1,588.63
101-448-921.000				STREET LIGHTS		38.47
101-567-920.000				UTILITIES		22.14
101-751-920.002				UTILITIES - ELECTRIC		303.35
536-000-716.000				EMPLOYMENT EXPENSE		2,158.79
536-000-910.000				INSURANCE		1,487.32
536-000-920.001				UTILITIES - GAS		290.20
536-000-920.002				UTILITIES - ELECTRIC		2,914.81
				TOTAL		20,384.98

CHECK DISBURSEMENT REPORT FOR HARTLAND TOWNSHIP  
 CHECK DATE FROM 05/26/2022 - 05/26/2022

Check Date	Bank	Check #	Payee	Description	GL #	Amount
05/26/2022	FOA	42774	BAIR, JAMES & ANNA	DPPT ESCROW	701-000-290.200	18.11
05/26/2022	FOA	42775	CONSUMERS ENERGY	UTILITIES - GAS	101-265-920.001	301.88
05/26/2022	FOA	42776	LOWES BUSINESS ACCT/SYNCB	DUE FROM HERO CENTER	101-000-082.001	144.32
		42776		OPERATING SUPPLIES	101-265-740.000	58.80
		42776		OPERATING SUPPLIES	101-751-740.000	16.13
		42776		REPAIRS & MAINTENANCE TRUCKS	536-000-930.002	11.39
						<hr/> 230.64
05/26/2022	FOA	42777	MUTUAL OF OMAHA	ACCRUED STD/LTD BENEFITS	001-000-257.103	146.80
		42777		EMPLOYMENT EXPENSE	101-192-716.000	94.06
		42777		EMPLOYMENT EXPENSE	101-209-716.000	91.50
		42777		EMPLOYMENT EXPENSE	101-215-716.000	62.89
		42777		EMPLOYMENT EXPENSE	101-253-716.000	68.84
		42777		EMPLOYMENT EXPENSE	101-400-716.000	108.78
		42777		EMPLOYMENT EXPENSE	101-441-716.000	79.40
		42777		EMPLOYMENT EXPENSE	536-000-716.000	81.72
						<hr/> 733.99
05/26/2022	FOA	42778	VERIZON WIRELESS	DUE TO EMPLOYEES	101-000-232.000	10.20
		42778		TELEPHONE	101-265-851.000	646.63
		42778		TELEPHONE	536-000-851.000	179.19
		42778		CONTRACTED SERVICES & RENTALS	577-000-801.000	88.12
						<hr/> 924.14
05/26/2022	FOA	42779	VSP INSURANCE CO. (CT)	ACCRUED VISION BENEFITS	001-000-257.102	41.65
		42779		EMPLOYMENT EXPENSE	101-192-716.000	15.54
		42779		EMPLOYMENT EXPENSE	101-209-716.000	13.08
		42779		EMPLOYMENT EXPENSE	101-215-716.000	26.43
		42779		EMPLOYMENT EXPENSE	101-253-716.000	26.16
		42779		EMPLOYMENT EXPENSE	101-400-716.000	34.61
		42779		EMPLOYMENT EXPENSE	101-441-716.000	21.53
		42779		EMPLOYMENT EXPENSE	536-000-716.000	29.30
						<hr/> 208.30
TOTAL - ALL FUNDS				TOTAL OF 6 CHECKS		2,417.06

--- GL TOTALS ---

001-000-257.102	ACCRUED VISION BENEFITS	41.65
001-000-257.103	ACCRUED STD/LTD BENEFITS	146.80
101-000-082.001	DUE FROM HERO CENTER	144.32
101-000-232.000	DUE TO EMPLOYEES	10.20
101-192-716.000	EMPLOYMENT EXPENSE	109.60
101-209-716.000	EMPLOYMENT EXPENSE	104.58
101-215-716.000	EMPLOYMENT EXPENSE	89.32
101-253-716.000	EMPLOYMENT EXPENSE	95.00
101-265-740.000	OPERATING SUPPLIES	58.80
101-265-851.000	TELEPHONE	646.63
101-265-920.001	UTILITIES - GAS	301.88

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CHECK DISBURSEMENT REPORT FOR HARTLAND TOWNSHIP  
CHECK DATE FROM 05/26/2022 - 05/26/2022

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
101-400-716.000			EMPLOYMENT EXPENSE			143.39
101-441-716.000			EMPLOYMENT EXPENSE			100.93
101-751-740.000			OPERATING SUPPLIES			16.13
536-000-716.000			EMPLOYMENT EXPENSE			111.02
536-000-851.000			TELEPHONE			179.19
536-000-930.002			REPAIRS & MAINTENANCE TRUCKS			11.39
577-000-801.000			CONTRACTED SERVICES & RENTALS			88.12
701-000-290.200			DPPT ESCROW			18.11
			TOTAL			2,417.06

Check Register Report For Hartland Township  
For Check Dates 05/31/2022 to 05/31/2022

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
05/31/2022	FOA	17143	LAROSE, MICHELLE M	63.00	55.49	0.00	Open
05/31/2022	FOA	17144	PETRUCCI, JOSEPH M	525.00	438.58	0.00	Open
05/31/2022	FOA	17145	ICMA VANTAGEPOINT TRANSFER AGENT	2,175.89	2,175.89	0.00	Open
05/31/2022	FOA	17146	ICMA VANTAGEPOINT TRANSFER AGENT	3,841.09	3,841.09	0.00	Open
05/31/2022	FOA	17147	ICMA VANTAGEPOINT TRANSFER AGENT	1,624.79	1,624.79	0.00	Open
05/31/2022	FOA	17148	ICMA VANTAGEPOINT TRANSFER AGENT	200.00	200.00	0.00	Open
05/31/2022	FOA	17149	AMERICAN FAMILY LIFE ASSURANCE CO	133.09	133.09	0.00	Open
05/31/2022	FOA	DD7816	BEAUDOIN, DIANA K	1,583.26	0.00	1,344.23	Cleared
05/31/2022	FOA	DD7817	BEDUHN, TIMOTHY L.A.	1,805.00	0.00	1,391.07	Cleared
05/31/2022	FOA	DD7818	BERNARDI, MELYNDA A	1,654.43	0.00	1,283.03	Cleared
05/31/2022	FOA	DD7819	BROOKS, TYLER J	2,386.56	0.00	1,690.56	Cleared
05/31/2022	FOA	DD7820	CASE, SUSAN E	1,767.92	0.00	1,150.04	Cleared
05/31/2022	FOA	DD7821	CIOFU, LARRY N	2,746.24	0.00	1,990.55	Cleared
05/31/2022	FOA	DD7822	DRYDEN-HOGAN, SUSAN A	3,601.41	0.00	2,559.87	Cleared
05/31/2022	FOA	DD7823	FOUNTAIN, WILLIAM J	2,746.24	0.00	2,295.93	Cleared
05/31/2022	FOA	DD7824	FOX, LAWRENCE E	428.25	0.00	377.28	Cleared
05/31/2022	FOA	DD7825	GERMANE, MATTHEW J	525.00	0.00	459.83	Cleared
05/31/2022	FOA	DD7826	HAASETH, GWYN M	119.00	0.00	109.89	Cleared
05/31/2022	FOA	DD7827	HEASLIP, JAMES B	3,211.94	0.00	1,822.74	Cleared
05/31/2022	FOA	DD7828	HORNING, KATHLEEN A	2,996.24	0.00	2,181.71	Cleared
05/31/2022	FOA	DD7829	HUBBARD, TONYA S	1,934.00	0.00	1,578.61	Cleared
05/31/2022	FOA	DD7830	JOHNSON, LISA	2,271.90	0.00	1,441.76	Cleared
05/31/2022	FOA	DD7831	KENDALL, ANTHONY S	30.66	0.00	28.32	Cleared
05/31/2022	FOA	DD7832	KOPCZYK, MARY ANN	470.07	0.00	414.13	Cleared
05/31/2022	FOA	DD7833	LANGER, TROY D	3,842.16	0.00	2,712.14	Cleared
05/31/2022	FOA	DD7834	LOFTUS, DANIEL M	682.56	0.00	587.03	Cleared
05/31/2022	FOA	DD7835	LOUIS, CASEY	960.60	0.00	628.43	Cleared
05/31/2022	FOA	DD7836	LUCE, MICHAEL T	3,446.80	0.00	2,536.56	Cleared
05/31/2022	FOA	DD7837	MAYER, JAMES L	52.50	0.00	46.25	Cleared
05/31/2022	FOA	DD7838	MCMULLEN, SUMMER L	525.00	0.00	438.58	Cleared
05/31/2022	FOA	DD7839	MORGANROTH, CAROL L	2,081.78	0.00	1,606.62	Cleared
05/31/2022	FOA	DD7840	NIXON, MITCHELL A	1,027.00	0.00	854.86	Cleared
05/31/2022	FOA	DD7841	O'CONNELL, DENISE	525.00	0.00	368.58	Cleared
05/31/2022	FOA	DD7842	RADLEY, JAMES W	988.00	0.00	825.17	Cleared

Check Register Report For Hartland Township  
For Check Dates 05/31/2022 to 05/31/2022

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
05/31/2022	FOA	DD7843	SHOLLACK, DONNA M	2,117.73	0.00	1,608.43	Cleared
05/31/2022	FOA	DD7844	VERMILLION, KAREN L	1,754.04	0.00	1,267.32	Cleared
05/31/2022	FOA	DD7845	WEST, ROBERT M	4,466.67	0.00	2,713.54	Cleared
05/31/2022	FOA	DD7846	WYATT, MARTHA K	2,971.56	0.00	1,921.71	Cleared
05/31/2022	FOA	EFT635	FEDERAL TAX DEPOSIT	12,805.68	12,805.68	0.00	Cleared
05/31/2022	FOA	EFT636	MI DEPT OF TREASURY	3,719.12	3,719.12	0.00	Cleared
Totals:				80,807.18	24,993.73	40,234.77	
			Number of Checks:	040			
Total Physical Checks:				7			
Total Check Stubs:				33			

## **Hartland Township Board of Trustees Meeting Agenda Memorandum**

**Submitted By:** Larry Ciofu, Clerk

**Subject:** 05-17-2022 Hartland Township Board Special Meeting Minutes

**Date:** May 26, 2022

### **Recommended Action**

Move to approve the Hartland Township Board Special Meeting minutes for May 17, 2022.

### **Discussion**

Draft minutes are attached for review.

### **Financial Impact**

None

### **Attachments**

5-17-2022 HTB Special Minutes - DRAFT



HARTLAND TOWNSHIP HARTLAND TOWNSHIP BOARD FIRE STATION 61 TOUR  
MINUTES

May 17, 2022 – 5:00 PM

**DRAFT**

PRESENT: Supervisor Fountain, Clerk Ciofu, Trustee Germane; Trustee McMullen; Trustee  
O'Connell

ABSENT: Treasurer Horning; Trustee Petrucci

Also present were Township Manager Bob West and Hartland Township resident Glenn  
Wilkinson.

**Hartland Township Board Fire Station 61 Tour**

Jake Thompson and Todd Murray of the Hartland Deerfield Fire Authority gave the Board a tour of the  
Hartland Deerfield Fire Authority Station 61.

Tour ended at 6:15 p.m.

## **Hartland Township Board of Trustees Meeting Agenda Memorandum**

**Submitted By:** Larry Ciofu, Clerk

**Subject:** 05-17-2022 Hartland Township Board Regular Meeting Minutes

**Date:** May 26, 2022

### **Recommended Action**

Move to approve the Hartland Township Board Regular Meeting minutes for May 17, 2022.

### **Discussion**

Draft minutes are attached for review.

### **Financial Impact**

None

### **Attachments**

5-17-2022 HTB Minutes - DRAFT

# HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

May 17, 2022 – 7:00 PM

## **DRAFT**

### **1. Call to Order**

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

### **2. Pledge of Allegiance**

### **3. Roll Call**

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

ABSENT: None

Also present was Township Manager Robert West.

### **4. Approval of the Agenda**

**Move to approve the agenda for the May 17, 2022, Hartland Township Board meeting as presented.**

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

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

Voted Nay: None

Absent: None

### **5. Call to the Public**

Trevor Peitz, a Hartland Township resident came forward and stated his support for the gravel road improvements and that he has worked with Township Manager Robert West on this for a few months.

Terry Lyons came forward and stated that he is also in support of the Brophy Road, Cullen Road and Hacker Road improvements.

Chris Conrad and his wife Annie from Oceola Township stated they live on Brophy Road. Mr. Conrad voiced his enthusiastic support of the road improvement program. He stated that this past spring he was going down Hacker and his mirror hit another truck's mirror because of the narrow section where the banks are so tall and there was no room to get away from each other, so this will be a very welcome improvement.

Mark Blaney came forward and stated he lives on Brophy Road and that he is also in support of the road improvements. He also suggested that some capital improvements to Hacker Road could lower the maintenance of the road.

### **6. Approval of the Consent Agenda**

**Move to approve the consent agenda for the May 17, 2022, Hartland Township Board Meeting as presented.**

Motion made by Trustee Petrucci, 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 REGULAR MEETING MINUTES

May 17, 2022 – 7:00 PM

- a. Approve Payment of Bills
- b. Approve Post Audit of Disbursements Between Board Meetings
- c. 05-03-2022 Hartland Township Board Regular Meeting Minutes
- d. Long Lake Fireworks Display Permit – 7-9-22

## 7. Pending & New Business

- a. Special Event Permit #22-010 Hartland Polo Classic

Township Manager Robert West gave a brief overview of the special event permit for the 2022 Hartland Polo Classic. He stated that this was on the prior Board meeting but there were some administrative anomalies that have since been resolved. There has been an amendment to the parking layout which is very minor. The approval conditions are all listed, which basically gives the administrative personnel authorization to approve it contingent on all these things.

**Move to Approve Special Event Permit #22-010, as outlined in the Staff Memorandum, dated April 27, 2022.**

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

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

Voting Nay: None

Absent: None

- b. Fire Station Analysis Study

Manager West presented the Fire Station Assessment Study proposal to the Board. This study is geared toward specifically reviewing and determining the past, current, and future needs of the Hartland Deerfield Fire Authority (HDFA) which includes both Deerfield Township and Hartland Township. The study will look at many different metrics and aspects of our fire operations to determine where the proposed growth will be in the future and what the future fire protection capacity is as far as storage, building space, and equipment needs. This project has been endorsed by the HDFA. Manager West stated that this is a cost sharing project with Deerfield Township, and that their Board has already approved their portion of the costs. Hartland Township's portion of this project cost would be \$22,900 as presented.

**Move to approve the Fire Station Assessment Study in a cost sharing initiative with Deerfield Township in the proportional amount not to exceed \$22,900 as presented.**

Motion made by Treasurer Horning, Seconded by Trustee Germane.

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

Voting Nay: None

Absent: None

- c. 2022 Gravel Road Improvements

Manager West presented a proposal for some gravel road improvements. The catalyst for this proposal is current traffic impacts, as well as future impacts, that are a result of MDOT projects. MDOT is currently impacting M-59, both the north and south side from Lakena Street east to the township border. In addition, they are going to rehabilitate approximately seven miles of US 23 this summer. That project is projected to begin within the next 30 days. Manager West

# HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

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stated that the Hartland Woods Road SAD and the Hartland Township M-59 East Watermain Extension project will also be impacting traffic along M-59. All of these projects will impact traffic flows throughout the community, specifically on M-59, and Old US 23, that will be the designated detour route for the US 23 rehabilitation project.

Manager West stated we have looked to devise a plan in which residents could take alternate routes to get around the community. Historically the road millage improvement funds went towards the gravel roads on the east end of the township. This proposal would be for Hacker Road, Cullen Road, Crouse Road, Bullard Road, and Brophy Road. This will provide for a limestone cap, drainage improvements, and tree removals as needed to these roads. Hartland Township was able to secure a deal for Hacker Road that will be a 3-way split between the Livingston County Road Commission (LCRC), Hartland Township, and Oceola Township. Manager West stated that this proposal is also requesting a \$40,000 contingent fund for an “as needed” touchup along Bullard Road, because we believe there will be additional traffic impacts on this road. He is also seeking authorization for the Public Works Director to use the contingency funds as needed without revisiting the Township Board for items such as spot filling in limestone as needed, additional grading, and additional chloride as needed. Manager West stated that in this proposal we only pay for the material, as the LCRC will do the engineering and take care of the labor, and that we were able to negotiate our project expense down to \$450,000 from the original amount of \$495,000. Manager West reviewed the map of the road improvement projects and stated that this project will be for the 2022 construction season. Manager West also stated that the funding for these projects will come from the 2014 voter approved road millage which has a fund balance that will cover this project and we will not have to use general funds for this project.

**Move to approve the contracts with Livingston County Road Commission for the proposed 2022 gravel road improvements in an amount not to exceed \$450,000. Furthermore, authorize the Public Works Director to act as the Township agent for additional improvements along Bullard Road in an amount not to exceed \$40,000 throughout the 2022 construction season.**

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

## d. Road Improvement Special Assessment District Policy

Manager West stated that Hartland Township's Road Special Assessment District Policy is different from the Ordinance because the policy does need to be updated from time to time. He stated that Township residents that want their roads resurfaced or rehabilitated always have the option to do a resident-initiated petition where they can come to the Township, and we will provide them with signature petitions for their project. If they collect enough signatures, then we may move forward and assess the property owners within the district for the road improvements. They would basically pay for the road improvement on their own by request via petition. Historically costs have been somewhat static, so we have been able to lengthen the time it takes to turn in the petitions. Obviously, industry standards are changing, and pricing is so volatile, that we have amended the language in the policy to state that the petitions will only be valid from 90 days of issuance. Meaning, if it took you six months to collect signatures it would no longer be valid because the project price would no longer be valid and that is the first step in the policy. The second step is the question as to what level, or percentage of signatures,

## HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

May 17, 2022 – 7:00 PM

do we need for the Township Board to move forward with the project. Legally, the Township Board can move forward at 51% however, the Township Board is not required by any standard law or ordinance to move forward with any of these projects. This is a courtesy that is provided to our residents and with costs escalating at rates that we have not seen before, we are proposing an increased signature collection percentage before the project even comes to the Township Board for consideration. As an example, if a project is being considered and it is determined that each parcel within the district would be assessed between \$0 and \$10,000 for the road improvements, we are recommending 75% of homeowner's signatures must be collected prior to even coming to the Board for consideration. From \$10,000 to \$15,000 it would be 90% and anything over \$15,000 would require 100% of the signatures. Our goal is to minimize the risk and when you start getting up to \$15,000 to \$20,000 assessments you are now at a higher risk for a tax tribunal challenges because you would be approaching what the current property taxes would be for that home. The intent to this is to still give residents an avenue to get their roads completed or improved while minimizing or limiting liability on the Township for a tax tribunal case. The two changes that are being proposed to the policy are the required percentage of signatures for consideration, as well as a validation timeline for the petition submissions.

Trustee Germane stated that he is in support of these changes but would like to know when this policy was originally authored and approved by the Board. Manager West stated that it was originally adopted on 5/21/2013.

### **Move to approve the revised Road Improvement Special Assessment Policy as presented.**

Motion made by Trustee O'Connell, 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

#### e. Winegarner Field Maintenance Agreement

Manager West gave a brief overview of the unique agreement before the Board as to Winegarner Field maintenance. On January 8, 1951, Hartland Township and Hartland Consolidated Schools (HCS) were collectively deeded a parcel of land which is currently known as Winegarner Field. There is no maintenance agreement on how to move forward in a cooperative effort to maintain this parcel. Our recreation partners, HAYAA currently use this land as their baseball fields, and they have an agreement to maintain the parcel. The HCS and Hartland Township have collectively come together to determine what would happen in the event that HAYAA no longer wanted to utilize the field, or if HAYAA would dissolve. Before the Board is an agreement that states we would maintain the property for public health and safety purposes and the Township will equally share the cost with the HCS. Both parties will meet to discuss the maintenance requirements. The intent is to keep the parcel maintained in the event that no one else does maintain it, so that it abides by our current ordinances.

### **Move to approve the proposed cooperative management agreement with Hartland Consolidated Schools with regards to the co-owned Winegarner Field parcel as presented.**

Motion made by Treasurer Horning, Seconded by Trustee McMullen.

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 REGULAR MEETING MINUTES

May 17, 2022 – 7:00 PM

## f. FY23 Benefit Renewals

Manager West gave a brief overview of the annual employee benefits package renewals. He stated we were aware benefit costs would be increasing and we budgeted for an increase on medical, dental, and vision in the approved budget. He stated we were able to negotiate a medical increase of 7.5% which is lower than we projected. Dental went up 9.6%, on a very low amount to begin with, and is also under our budget projection. There was no increase in vision even though we did budget for a slight increase. There is a budget amendment required for benefits due to staffing changes. We have new staff members that are participating in our benefit plans versus previous staff members who did not participate in our plans. We are not changing any plans, services or coverage amounts and if we would have had no staffing changes we would have been under budget for overall benefits. Manager West also recommended that the employee HSA, previously paid out quarterly, be paid out up front in one lump sum payment.

### **Motion to approve the employee benefit renewals as presented.**

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

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

Voted Nay: None

Absent: None

## 8. Board Reports

Trustee O'Connell – Stated it was nice to go through the Fire Department again today and visit with several of the people there about their concerns.

Trustee McMullen - No report, but stated it was good to tour the Fire Department today.

Trustee Petrucci - No report.

Clerk Ciofu - No report.

Treasurer Horning – Stated she attended the Area Agency on Aging forum last Friday. All of the Livingston County Senior Centers were there, along with County Commissioners, States Reps, and other agencies like the Catholic Social Services, all things that would be integrated into helping seniors. There was a lot of discussions and statistics presented to determine the needs of the seniors, trying to keep more seniors in their own homes. It really came down to seniors needing minor maintenance things for example, someone called United Way of Caring to ask if someone could come and do their lightbulbs to avoid having to pay a handyman to do this. There was also a great discussion about how all these senior centers are funded, as some are funded by their schools and some by their Parks & Rec programs. Fowlerville has their own building and is run entirely by volunteers. On Monday, the Novi Township Manager, the Novi Parks and Recs Director, and the Senior Center Director came over to the Hartland Senior Center as they wanted to learn about our operations because they had heard our Senior Center has one of the best reputations in the state. She commended the job of Senior Center Director Kim Konarski on the fantastic job she is doing at the Senior Center.

Trustee Germane – Stated that there is a sub-committee of the non-profit HERO Board members that met with the DPW staff this past week. As previously approved, the Board has allocated funds for some capital improvements in the old Township Hall building where the Teen Center operates. There was a very good discussion on trying to prioritize the necessary improvements. The Township will be doing a needs analysis of the building itself to make sure that the things the HERO Board would like to see to allow for continued use of the building by the afternoon teens, matches with the building maintenance requirements. More details will be coming forth in the near future.

# HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

May 17, 2022 – 7:00 PM

Supervisor Fountain – Stated that the Large Item Cleanup Day is Saturday May 21, from 9:00 a.m. until 1:00 p.m. at the Hartland High School parking lot. This is open to all Hartland Township residents. He gave a brief update on the tree cutting being done in Settler' Park. Manager West provided an overview of the Plantwise project to eliminate invasive species in Settler's Park to allow more native plants to regrow in the park. This is a year-long project and though it may not be aesthetically pleasing to look at now, it will benefit the park in the long term. He stated the plan is on our website should anyone want to look at it.

[BRIEF RECESS]

## 9. Information / Discussion

### a. Manager's Report

Manager West stated that we are still working on the response to the Livingston County Board of Public Works (LCBPW) correspondence regarding the septage receiving station and this may come before the Board in a future closed session. The water main extension project has now started as we now have our water main, valves and pipe on site. He stated we are moving forward with our discussions with Hartland Consolidated Schools and the Charyl Stockwell School with regards to the shared police protection contract and things are going very favorable at this time. We will hold the contract with the Livingston County Sheriff's Department and will invoice our partners for their share of the cost. This is shaping up to be a three-year contract with a potential start date in late summer. Manager West stated that we are making very good progress on the Strategic Plan. He stated we are looking at the Parks Master Plan as an update to the existing Plan rather than a full new Master Plan due to cost considerations. He stated we will be incorporating our sidewalk and pathways plan into this document.

### b. Fire Station 61 site visit follow up

Supervisor Fountain gave a brief overview of the site visit the Board took to the Hartland Deerfield Fire Station 61 earlier today and commended our tour guides Jake Thompson and Todd Murray of the HDFA for their excellent presentation on the walk through of the facility. Manager West introduced Deputy Chief Mike Eckert who was filling in for Fire Chief Adam Carrol. Supervisor Fountain then led a discussion on the observations of the Board. Issues discussed were whether Deerfield Township would contribute to the cost of improvements and the methodology to determine their contribution to building improvements and apparatus costs associated with an expansion, conditions of the station, whether this is the optimum location for the main fire station, traffic conditions for exiting the station, other locations for the main station and/or sub-stations. Other items discussed were locations of neighboring township's fire stations with regards to mutual aid, potential growth in the township and where this growth will be within the township, layout and organization of the existing station, potential costs of a new main station, sub-stations, and an expansion of the existing station. It was the consensus of the Board that the results of the Fire Station Analysis Study that was approved tonight should provide significant insight to these discussion items. Deputy Chief Eckert confirmed that the study would take from 90 to 120 days to complete.



# HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

May 17, 2022 – 7:00 PM

## 10. Adjournment

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

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

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

Voted Nay: None

Absent: None



## **HARTLAND TOWNSHIP INVESTMENT POLICY**

### **RESOLUTION 96-9-3**

Adopted September 17, 1996

### **RESOLUTION 03-05-08**

Revised April 7, 2015

Revised March 15, 2016

Revised July 11, 2017

Revised July 10, 2018

Revised May 5, 2021

Revised June 7, 2022

### **1.0 Policy**

It is the policy of Hartland Township to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the township, while conforming to all state and local statutes governing the investment of public funds, in conformance with MCL 129.91.

### **2.0 Scope:**

This investment policy applies to all financial assets of Hartland Township. These funds are accounted for in the Hartland Township Annual Financial Audit and include:

Bullard Lake Repayment  
Cable Fund  
Capital Improvement Fund  
~~Cemetery Fund/Perpetual Care~~  
~~Cemetery GTA~~  
~~Crouse Cemetery Trust~~  
Central Water O & M  
Clearing  
Compliance Inspection  
Farmer's Market  
Fire Escrow Insurance Fund  
Fire Operating Fund  
Forestbrook Bond Fund  
Hartland ARPA Funds  
Hartland Wds Rd Fund  
General Fund  
Jeopardy Tax

Lake Tyrone Bond Fund  
Liquor Law  
M-59 Relocation Fund  
Millpointe Repayment  
~~Old National~~  
Ore Valley Repayment  
Right of Way Fund  
Road Millage Fund  
SAD 4-5-6  
SAD 200  
Sewer O & M  
Trust & Agency New  
Trust & Agency Old  
Tax Fund  
~~Water Bond~~  
Water Rep & Maint

and any new fund created by the Hartland Township Board, unless specifically exempted.)

### 3.0 Prudence:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

### 4.0 Objective:

The primary objective, in priority order, of Hartland Township’s activities shall be:

**Safety:** Safety of principal is the foremost objective of the investment program. Investments of Hartland Township shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

**Diversification:** The investments of Hartland Township shall be diversified by avoiding over concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities). Investments shall have varying maturities. Investment instrument selection shall avoid high credit risks and shall include use of readily available funds such as local government investment pools or mutual funds to maintain sufficient liquidity.

**Legality:** All investments will conform to those allowed by the 1943 Michigan Public Act 20, as amended.

**Liquidity:** Hartland Township’s investment portfolio will remain sufficiently liquid to enable the township to meet all operating requirements, which might be reasonably anticipated.

**Return on Investments:** Hartland Township’s investment portfolio shall be designed with the objective of attaining a reasonable rate of return throughout budgetary and economic cycles, commensurate with the township’s investment risk constraints and the cash flow characteristics of the portfolio.

### 5.0 Delegation of Authority:

Authority to manage Hartland Township’s investment program is derived from the following: MCLA 41.76, MCLA 211.43b and local township board authorization per resolution #96-9-3. Management responsibility for Hartland Township’s investment program is hereby delegated to the Township Treasurer, who shall establish written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include reference to: safekeeping, delivery vs payment, investment accounting, repurchase agreements, wire transfer agreements, banking service contracts, and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of the subordinate officials.

### 6.0 Ethics

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of investment decisions. Employees and investment officials shall disclose to the Hartland Township Supervisor and the Treasurer, any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal/financial investment positions that could be related to the performance or timing of Hartland Township’s investments.

#### 7.0 Authorized Financial Dealers and Institutions:

The Treasurer will maintain a list of financial institutions authorized to provide investment services in the State of Michigan. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by state laws.

These banks include:

~~1<sup>st</sup> National Bank,~~  
Bank of America,  
Bank of Ann Arbor,  
Chase Bank,  
Chelsea State Bank,  
~~Chemical Bank now TCF~~  
CBIC Bank,  
~~Citizens Financial~~  
Comerica Bank,  
County National Bank,  
Dart Bank,  
Federal Home Loan Bank,  
Fifth Third Bank,  
First Independent Bank  
First Merchants  
~~First National Bank~~  
Flagstar Bank,  
Horizon Bank,

Huntington Bank,  
Huron Valley State Bank,  
Independent Bank,  
Key Bank,  
Level One Bank,  
Macatawa Bank,  
Mason State Bank,  
Mercantile Bank,  
~~Multi-Bank Securities, Inc.~~  
Northstar Bank,  
Old National Bank,  
Oxford Bank,  
PNC Bank,  
~~TCF~~  
The State Bank,  
University Bank (A2),  
Waterford Bank  
Wells Fargo Bank,

and/or any other Michigan bank operating in accordance with PA 20), be designated as a depository of Hartland Township

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Treasurer with the following: audited financial statements, proof of National Association of Security Dealers certification, trading resolution, proof of state registration, completed broker/dealer questionnaire, certification of having read Hartland Township Investment Policy and all depository contracts.

An annual review of financial condition and registrations of qualified bidders will be conducted by the Treasurer.

A current audited financial statement is required to be on file for each financial institution and broker/dealer in which Hartland Township invests.

#### 8.0 Authorized and Suitable Investments:

Hartland Township is empowered by statute to invest in those security types listed in Public Act 20 of 1943, as amended. Specifically the following:

- (a) Bonds, securities, and other obligations of the United States or an agency or instrumentality of the United States.
- (b) Certificates of deposit, savings accounts, deposit accounts, or depository receipts of a financial institution, but only if the financial institution is eligible to be a depository of funds belonging to the state under a law or rule of this state or the United States.
- (c) Commercial paper rated at the time of purchase within the two highest classification established by not less than two standard rating services and that matures not more than 270 days after the date of purchase.
- (d) Repurchase agreements consisting of instruments listed in subdivision (a) above. Repurchase agreements shall be negotiated only with dealers or financial institutions with whom Hartland Township has negotiated a Master Repurchase Agreement. Repurchase agreements must be signed with the bank or dealer and must contain provisions comparable to those outlined in the Public security Association's model Master Repurchase Agreement.
- (e) Banker's acceptance of United States banks.
- (f) Obligations of this state or any of its political subdivisions that at the time of purchase are rated as investment grade by not less than one standard rating service.

- (g) Mutual funds registered under the investment company act 1940, title 1 of chapter 686, 54 Stat. 789, 15 U.S.C. 80a-1 to 80a-3 and 80a-4 to 80a-64, with authority to purchase only investment vehicles that are legal for direct investment solely by reason of either of the following:
  - (i) The purchase of securities on a when-issued or delayed delivery basis.
  - (ii) The ability to lend portfolio securities as long as the mutual fund receives collateral at all times equal to at least 100% of the value of the securities loaned.
  - (iii) The limited ability to borrow and pledge a like portion of the portfolio=s assets for temporary or emergency purposes.
  - (iv) Investments in Mutual funds shall be limited to securities whose intention is to maintain a net asset value of \$1.00 per share.
- (h) Obligations described in subdivisions (a) through (g) if purchased through an interlocal agreement under the urban corporations act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.
- (i) Investment pools organized under the surplus funds investment pool act, 1982 PA 367, MCL 129.111 to 129.118.
- (j) The investment pools organized under the local government investment pool a t, 1985 PA 121, MCL 129.141 to 129.150. Investments in mutual funds shall include securities whose net asset value per share may fluctuate on a periodic basis.

#### 9.0 Maximum Maturities

To the extent possible Hartland Township will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Township will not directly invest in securities maturing more than two (2) years from the date of purchase. When matched to specific cash flow Hartland Township may invest up to five years on Certificates of Deposit.

#### 10.0 Reporting

Within 120 days of the end of the fiscal year, the treasurer shall prepare an annual written report to the governing body concerning the investment of the funds.

#### 11.0 Safekeeping and Custody

All security transactions, including collateral for repurchase agreements and financial institution deposits, entered into by Hartland Township shall be on a cash (or delivery vs payment) basis. Securities may be held by a third-party custodian designated by the treasurer and evidenced by safekeeping receipts as determined by the treasurer. Any provision of this resolution that conflicts with applicable statutory requirements and standards is void.

#### 12.0 Investment Policy Adoption

Hartland Township investment policy shall be adopted by a resolution of the Hartland Township Board. The policy shall be reviewed annually by the Treasurer, and any modifications proposed as a result of that review must be approved by the Hartland Township Board.

## **Hartland Township Board of Trustees Meeting Agenda Memorandum**

**Submitted By:** Larry Ciofu, Clerk

**Subject:** Waldenwoods Fireworks Display Permit – 7-2-22

**Date:** May 26, 2022

### **Recommended Action**

Move to approve the Permit for Fireworks Display for Waldenwoods on Saturday, July 2, 2022.

### **Discussion**

Waldenwoods has applied to perform fireworks at 2975 Old US 23, which is Waldenwoods Resort property, for the July 4<sup>th</sup> Celebration on Saturday, July 2, 2022. Wolverine Fireworks will perform the fireworks and the applicant intends to launch the fireworks display from the shore of Lake Walden

The Hartland-Deerfield Fire Authority Fire Marshal's letter recommending approval, with conditions, is attached for review

### **Financial Impact**

None

### **Attachments**

Waldenwoods 7-2-22 Fireworks Permit

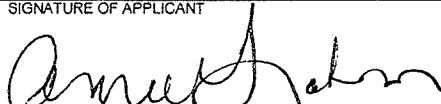
# 2021 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY  
OF CITY, VILLAGE OR TOWNSHIP  
BOARD ONLY

DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 256

The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.

TYPE OF PERMIT(S) (Select all applicable boxes)		
<input type="checkbox"/> Agricultural or Wildlife Fireworks	<input type="checkbox"/> Articles Pyrotechnic	<input type="checkbox"/> Display Fireworks
<input type="checkbox"/> Public Display	<input checked="" type="checkbox"/> Private Display	
<input type="checkbox"/> Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		
NAME OF APPLICANT <b>Waldenwoods</b>		
ADDRESS OF APPLICANT <b>2975 Old US 23</b>		
AGE OF APPLICANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER <b>Anne Graham</b>		
ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER <b>2975 Old US 23</b>		
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		
ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		
TELEPHONE NUMBER		
NAME OF PYROTECHNIC OPERATOR <b>Wolverine Fireworks</b>		
ADDRESS OF PYROTECHNIC OPERATOR <b>205 West Seidlers Rd.</b>		
AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
NO. YEARS EXPERIENCE	NO. DISPLAYS	WHERE
NAME OF ASSISTANT		
ADDRESS OF ASSISTANT		
AGE OF ASSISTANT 18 YEARS OR OLDER <input type="checkbox"/> YES <input type="checkbox"/> NO		
NAME OF OTHER ASSISTANT		
ADDRESS OF OTHER ASSISTANT		
AGE OF OTHER ASSISTANT 18 YEARS OR OLDER <input type="checkbox"/> YES <input type="checkbox"/> NO		
EXACT LOCATION OF PROPOSED DISPLAY <b>Waldenwoods</b>		
DATE OF PROPOSED DISPLAY <b>Saturday July 2nd, 2022</b>		
TIME OF PROPOSED DISPLAY <b>9:45pm</b>		
MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT		
AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT)		
NAME OF BONDING CORPORATION OR INSURANCE COMPANY		
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY		
NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)	
	See attached form	
SIGNATURE OF APPLICANT 		
DATE <b>5/12/2022</b>		



HARTLAND DEERFIELD FIRE AUTHORITY  
**FIRE MARSHALS OFFICE**

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

Voice: (810) 632-7676

Fax: (810) 632-2176

E-Mail: [jwhitbeck@hartlandareafire.com](mailto:jwhitbeck@hartlandareafire.com)

May 13, 2022

To: Hartland Township Board  
2655 Clark Rd.  
Hartland, MI 48353

Re: Waldenwoods application for fireworks

Based upon the review of the application named above and inspection of the proposed site for the fireworks display for July 2, 2022, we recommend approval of the request contingent upon the following:

- 1) Wolverine Fireworks Display, Inc. is responsible for ensuring that NFPA 1123 is followed.
- 2) Based upon vegetation / weather conditions, the fire department may have a brush truck at the launching site with sufficient personnel to handle any fire emergencies that may arise.
- 3) Due to the cart path access to the site, it is not recommended that apparatus other than a fire department brush truck be used in a non-emergency situation.
- 4) No one will be allowed within 100 yards of the launch site during the display.
- 5) Smoking and open flame will not be permitted within 50 feet of the launch site. Exception: Items required for the ignition of the displays by trained and certified professionals.
- 6) The display will not begin until all persons are off of the lake. The display will be stopped in the event anyone ventures onto the lake, and the display will not be resumed until the lake is cleared.
- 7) It is understood that the fire department will not allow the display to commence or continue in the event that these conditions are not met, or in the event of conditions arising, such as adverse weather or faulty firing of the displays, or any condition which this department deems unsafe for the display to continue.
- 8) Insurance as agreed upon by the Hartland Township Board.
- 9) Final approval and permitting by the Hartland Township Board.

The Waldenwoods fireworks displays continues to be a spectacular addition to events while keeping the safety and welfare of all spectators, workers, and buildings first on their agenda. Should you have any other questions, or we can be of further assistance, please call.

Yours In Fire Safety,

Jenn Whitbeck  
Fire Inspector





## PROPOSAL FOR WALDENWOODS RESORT

July 2, 2022

### OPENING

60	3"	U.S.Designers Titanium Salutes
20	4"	Brocade to Color

Total  
80

### MAIN SHOW

10	3"	Flower Basket Salutes
36	3"	Sunny Assorted Shells

Total  
46

36	4"	Gold Pyro Assorted Shells
----	----	---------------------------

Total  
36

36	5"	Flower King Assorted Shells
----	----	-----------------------------

Total  
36

18	6"	Flower Basket Shells Assorted
9	6"	Sunny Assorted Shells

Total  
27



## PROPOSAL FOR WALDENWOODS RESORT

July 2, 2022

### GRAND FINALE

2	170 Shot	Crossette Assortment
180	3"	Assorted Chained Finales
20	4"	All Color U.S. Designers Finale Chained Together 10/1
6	5"	Assorted Lidu Shells Chained 6/1
4	6"	Assorted Huisky Shells Chained 4/1

Total  
212



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Partners Group Ltd 11225 SE 6th St., Suite 110 Bellevue WA 98004	<b>CONTACT NAME:</b> Janet Nau	<b>FAX (A/C, No):</b> 425-455-6727	
	<b>PHONE (A/C, No, Ext):</b> 425-455-5640	<b>E-MAIL ADDRESS:</b> jnau@tpgrp.com	
<b>INSURED</b> Wolverine Fireworks Display, Inc. 205 West Seidlers Road Kawkawlin MI 48631	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Everest Indemnity Insurance Co		10851
	<b>INSURER B:</b> Arch Specialty Insurance Company		21199
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES** **CERTIFICATE NUMBER:** 1472106963 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y		S18ML02442221	2/1/2022	2/1/2023	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
								\$
								\$
								\$
B	UMBRELLA LIAB			UXP104806300	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$
	<input checked="" type="checkbox"/> EXCESS LIAB						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$0						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
								\$
								\$
								\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	S18EX01908221	2/1/2022	2/1/2023	WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
								\$
								\$
								\$
								\$
								\$
								\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
The following are Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured, as required by written contract:  
Waldenwoods Resort and Hartland Township  
Date of Event: 7/2/22 Rain Date: 7/3/22  
Location of Event: Waldenwoods Resort, 2975 Old US 23, Hartland, MI 48353

## CERTIFICATE HOLDER

## CANCELLATION

Waldenwoods Resort  
2975 Old US 23  
Hartland MI 48353

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## **Hartland Township Board of Trustees Meeting Agenda Memorandum**

**Submitted By:** Larry Ciofu, Clerk

**Subject:** Waldenwoods Fireworks Display Permit – 7-29-22

**Date:** May 26, 2022

### **Recommended Action**

Move to approve the Permit for Fireworks Display for Waldenwoods on Friday, July 29, 2022.

### **Discussion**

Waldenwoods has applied to perform fireworks at 2975 Old US 23, which is Waldenwoods Resort property, for a wedding on Friday, July 29, 2022. Wolverine Fireworks will perform the fireworks and the applicant intends to launch the fireworks display from the shore of Lake Walden

The Hartland-Deerfield Fire Authority Fire Marshal's letter recommending approval, with conditions, is attached for review

### **Financial Impact**

None

### **Attachments**

Waldenwoods 7-29-22 Fireworks Permit

# 2021 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY  
OF CITY, VILLAGE OR TOWNSHIP  
BOARD ONLY

DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 256

The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.

TYPE OF PERMIT(S) (Select all applicable boxes)

- ☐ Agricultural or Wildlife Fireworks ☐ Articles Pyrotechnic ☐ Display Fireworks  
☐ Public Display ☒ Private Display  
☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

NAME OF APPLICANT

Waldenwoods

ADDRESS OF APPLICANT

2975 Old US 23

AGE OF APPLICANT 18 YEARS OR OLDER

☒ YES ☐ NO

NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER

Anne Graham

ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER

2975 Old US 23

IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)

ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)

TELEPHONE NUMBER

NAME OF PYROTECHNIC OPERATOR

Wolverine Fireworks

ADDRESS OF PYROTECHNIC OPERATOR

205 West Seidlers Rd.

AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER

☒ YES ☐ NO

NO. YEARS EXPERIENCE

NO. DISPLAYS

WHERE

NAME OF ASSISTANT

ADDRESS OF ASSISTANT

AGE OF ASSISTANT 18 YEARS OR OLDER

☐ YES ☐ NO

NAME OF OTHER ASSISTANT

ADDRESS OF OTHER ASSISTANT

AGE OF OTHER ASSISTANT 18 YEARS OR OLDER

☐ YES ☐ NO

EXACT LOCATION OF PROPOSED DISPLAY

Waldenwoods

DATE OF PROPOSED DISPLAY

Friday July 29th, 2022

TIME OF PROPOSED DISPLAY

9:45pm

MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT

AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT)

NAME OF BONDING CORPORATION OR INSURANCE COMPANY

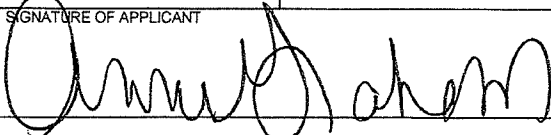
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY

NUMBER OF FIREWORKS

KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)

See attached form

SIGNATURE OF APPLICANT



DATE

5/9/2022



HARTLAND DEERFIELD FIRE AUTHORITY  
**FIRE MARSHALS OFFICE**

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

Voice: (810) 632-7676

Fax: (810) 632-2176

E-Mail: [jwhitbeck@hartlandareafire.com](mailto:jwhitbeck@hartlandareafire.com)

May 13, 2022

To: Hartland Township Board  
2655 Clark Rd.  
Hartland, MI 48353

Re: Waldenwoods application for fireworks

Based upon the review of the application named above and inspection of the proposed site for the fireworks display for July 29, 2022, we recommend approval of the request contingent upon the following:

- 1) Wolverine Fireworks Display, Inc. is responsible for ensuring that NFPA 1123 is followed.
- 2) Based upon vegetation / weather conditions, the fire department may have a brush truck at the launching site with sufficient personnel to handle any fire emergencies that may arise.
- 3) Due to the cart path access to the site, it is not recommended that apparatus other than a fire department brush truck be used in a non-emergency situation.
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- 5) Smoking and open flame will not be permitted within 50 feet of the launch site. Exception: Items required for the ignition of the displays by trained and certified professionals.
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- 9) Final approval and permitting by the Hartland Township Board.

The Waldenwoods fireworks displays continues to be a spectacular addition to events while keeping the safety and welfare of all spectators, workers, and buildings first on their agenda. Should you have any other questions, or we can be of further assistance, please call.

Yours In Fire Safety,

Jenn Whitbeck  
Fire Inspector

## 3 Minute Wedding Show 2022

### Proposal

Includes Labor and Insurance

### OPENING

3      25 Shot    Cluster Bombs

### MAIN SHOW

36      2.5"      Assorted Flower Basket Shells  
36      3"        Assorted Lidu Shells W/Tails

### MID SHOW

6       2.5"      Chrysanthemums (In Wedding Colors)  
6       3"        Peonies (In Wedding Colors)

### MAIN SHOW Continued...

36      2.5"      Assorted Flower Basket Shells

### FINALE

2       100 Shot   Touchdown Cakes (Fast Barrage of Color, Whistling and Report)  
60      2.5"      Titanium Salute Finales (Chained 12/1)  
60      3"        Brocade Color and Report Finales (Chained 12/1)



# Wolverine FIREWORKS

205 West Seidlers Rd. • Kawkawlin, MI 48631  
Phone: 989.662.0121 • Fax: 989.662.0122

Display, Inc.

Visit us at [www.wolverinefireworks.com](http://www.wolverinefireworks.com)

## Contract Agreement

This Contract will engage the services of Wolverine Fireworks Display Inc. as vendor and display operator.

This agreement, between **Waldenwoods Resort**, herein after called "Sponsor" and Wolverine Fireworks Display Inc., 205 W Seidlers Rd., Kawkawlin, MI., Hereinafter called "Professional", is as follows.

The Sponsor and Professional, for mutual consideration hereinafter set forth, agree as follows:

- A: Professional agrees to provide Sponsor with correct amount, size and description of Fireworks as specified in proposal submitted to Sponsor 2022.
- B: Professional will provide Sponsor with Labor for the July 29, 2022 Fireworks Display at Waldenwoods Resort, 2975 Hartland, MI 48353.
- C: Rain Date N/A.
- D: Professional agrees to provide Sponsor with Liability Insurance in the amount of \$10,000,000.00. All individuals/entities listed on the certificate of insurance will be deemed an additional insured per this contract.
- E: Sponsor agrees that in case of inclement weather or any other circumstances not caused solely by Professional, Sponsor will be charged maximum fixed costs in the amount of \$625.00 per day and not for the unused Fireworks Package if display is cancelled *after* 5:00 p.m. the day before the display whether display *is or is not* rescheduled. If display is cancelled *prior* to 5:00 p.m. the day before the display and *is* rescheduled, Sponsor will be charged a minimum administration fee of \$100.00.
- F: Sponsor agrees to pay Professional a deposit of \$625.00 upon signing of contract, no later than 30 days prior to display date. If display is cancelled and not rescheduled by sponsor after deposit is paid but prior to 30 days before the display, Sponsor will forfeit 25% of deposit. If less than 30 days prior to display, Sponsor will forfeit 100% of deposit.
- G: Sponsor agrees to pay balance of \$1,875.00 (including applicable sales tax) within 10 days after show date of July 29, 2022.
- H: Sponsor agrees to indemnify, hold harmless, and defend Professional from and against any and all suits, claims, damages, liabilities, losses, expenses, and costs, including attorney fees (collectively "loss"), except to the extent such loss was caused by Professional's sole negligence.
- I: Sponsor agrees to procure and furnish a suitable place to display the fireworks in accordance with the NFPA 1123, and to secure all police, fire, and local and state permits, to arrange for any security bonds as required by law and to furnish all necessary and proper police and fire protection for the protection of Sponsor, the public, individuals who work in or around the display, for proper crowd control, vehicle parking and proper supervision. Sponsor further agrees to provide all necessary and proper discharge site security.
- J: If Professional, in its sole determination, is unable to supply the size and type of fireworks proposed due to supply chain issues, Professional will substitute with fireworks of equal monetary value, in its sole discretion, if possible. If no such supply is available, Professional will refund Sponsor any deposit paid and this agreement will be cancelled without penalty to Professional or Sponsor.

Anne Graham

Anne Graham (May 9, 2022 10:33 EDT)

Sponsor

Jennifer Campau

Professional





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Partners Group Ltd 11225 SE 6th St., Suite 110 Bellevue WA 98004	<b>CONTACT NAME:</b> Janet Nau		
	<b>PHONE (A/C, No, Ext):</b> 425-455-5640	<b>FAX (A/C, No):</b> 425-455-6727	
<b>E-MAIL ADDRESS:</b> jnau@tpgrp.com			
<b>INSURED</b> Wolverine Fireworks Display, Inc. 205 West Seidlers Road Kawkawlin MI 48631	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Everest Indemnity Insurance Co		10851
	<b>INSURER B:</b> Arch Specialty Insurance Company		21199
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

## COVERAGES

CERTIFICATE NUMBER: 1744974278

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y		S18ML02442221	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> AUTOS						
B	UMBRELLA LIAB			UXP104806300	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 4,000,000
	<input type="checkbox"/> CLAIMS-MADE						
	DED <input checked="" type="checkbox"/> RETENTION \$ \$0						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$
A	Excess Liability - Occurrence			S18EX01908221	2/1/2022	2/1/2023	E.L. DISEASE - POLICY LIMIT \$
							Each Occurrence \$5,000,000
							Aggregate \$5,000,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The following are Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured, as required by written contract:

Waldenwoods Resort and Hartland Township

Date of Event: 7/2/22 Rain Date: 7/3/22 and July 29, 2022

Location of Event: Waldenwoods Resort, 2975 Old US 23, Hartland, MI 48353

## CERTIFICATE HOLDER

## CANCELLATION

Waldenwoods Resort  
2975 Old US 23  
Hartland MI 48353

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

# Hartland Township Board of Trustees Meeting Agenda Memorandum

**Submitted By:** Robert M. West, Township Manager

**Subject:** Resolution Adopting the Livingston County Hazard Mitigation Plan

**Date:** May 24, 2022

## **Recommended Action**

Move to approve Resolution 22-XXX adoption of the Livingston County Hazard Mitigation Plan by Hartland Township.

## **Discussion**

The Livingston County Hazard Mitigation Plan was approved by FEMA on 4-4-2022. The plan will not expire until 2027.

Livingston County Emergency Management would like to give Hartland Township the opportunity to adopt the Livingston County Hazard Mitigation Plan. There is no monetary cost to the Township, but it permits the Township's eligibility for Federal Grant funding under the following grant programs: Hazard Mitigation, Flood Mitigation, or Building Resilient Infrastructure and Communities (BRIC)

To adopt the county's Hazard Mitigation Plan, a resolution adopted by the Hartland Township Board is required; Livingston County Hazard Mitigation Plan 2022-2027. FEMA will approve and recognize Hartland Township and send confirmation of their approval.

Every jurisdiction in the county adopted the 2017 Hazard Mitigation Plan. All were recognized by FEMA. All were eligible to apply for Hazard Mitigation Grant funding.

The Hazard Mitigation Plan in its entirety can be found at the following link:

<https://www.livgov.com/plan/Pages/County-Plans.aspx>

## **Attachments**

Resolution Adopting the Livingston County Hazard Mitigation Plan

BOARD OF TRUSTEES

2655 Clark Road  
Hartland, Michigan 48353  
(810) 632-7498 Office  
(810) 632-6950 Fax



**Supervisor**  
William J. Fountain

**Clerk**  
Larry N. Ciofu

**Treasurer**  
Kathleen A. Horning

**Trustees**  
Matthew J. Germane  
Summer McMullen  
Denise O'Connell  
Joseph M. Petrucci

**RESOLUTION NO. 22-RXXX**

**RESOLUTION FORMALLY ADOPTING THE LIVINGSTON COUNTY HAZARD  
MITIGATION PLAN**

At a regular meeting of the Township Board of Hartland Township, Livingston County,  
Michigan, held at the Township Hall in said Township on **June 7, 2022**, at **7:00 P.M.**

PRESENT:

ABSENT:

The following preamble and resolution were offered by \_\_\_\_\_ and seconded by  
\_\_\_\_\_

**WHEREAS**, the Livingston County Emergency Management Department is hereby  
suggesting Hartland Township, as a local unit of government, to formally adopt the Livingston  
County Hazard Mitigation Plan 2022-2027, and;

**WHEREAS**, the Livingston County Emergency Management Department in conjunction  
with the Livingston County Planning Department, has compiled and developed a Hazard  
Mitigation Plan unique to Livingston County, and;

**WHEREAS**, the Livingston County Board of Commissioners has adopted the Livingston  
County Hazard Mitigation Plan, dated 2022 on December 22, 2021, and;

**WHEREAS**, FEMA accepted and approved the Livingston County plan on April 4, 2022;

**WHEREAS**, by adopting the Livingston County Hazard Mitigation Plan, Hartland Township would be eligible to put in for Federal Grant funding under the following grant programs: Hazard Mitigation, Flood Mitigation, or Building Resilient Infrastructure and Communities (BRIC);

**NOW THEREFORE, BE IT RESOLVED**, The Hartland Township Board of Trustees  
does hereby adopt Resolution No.22-TBD,

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

STATE OF MICHIGAN )  
 )  
COUNTY OF LIVINGSTON )

I, the undersigned, the duly qualified and acting Township Clerk of the Township of Hartland, Livingston County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board of said Township at a regular meeting held on the 7 day of June, 2022.

Larry N. Ciofu Hartland Township Clerk

# Hartland Township Board of Trustees Meeting Agenda Memorandum

**Submitted By:** Michael Luce, Director of Public Works

**Subject:** Dunham Rd Sidewalk

**Date:** May 31, 2022

## Recommended Action

Approve the contract with Preiss Companies LLC., for the construction of the proposed Dunham Road sidewalk in the amount of \$175,703 and furthermore authorize a 20% contingency to be managed by the Public Works Director for a total project cost not to exceed \$210,843 as presented.

## Discussion

The proposed pathway project is the second phase of the pathway connector between Hartland High School and Settlers Park. The former 2021 Dunham Road crosswalk project was the catalyst for the current project as outlined in the Township pathways plan. A connection from the existing crosswalk located at Dunham Rd and Hidden Creek Drive to the High School drive will make this section of the Township much more accessible by walking or biking, essentially connecting Settlers Park to the Village.

In discussions with Hartland Schools, they are constructing a multiple sports stadium/field that is to be located to the west of the current entrance of the school on Dunham Rd. Part of this project is the addition of a walking path on the school grounds surrounding the stadium and connecting to the south driveway as well as to Hartland Rd. Thus, joining the school's new pathway to the Townships at the Dunham Rd entrance of the school.

Public Works has worked with Spaulding DeDecker for the project design and acquisition of the needed permits from EGLE as well as the LCDRC. The project was sent to three contractors the Township has successfully used in former projects. Preiss Companies submitted the lowest qualified quote in the amount of \$175,703, yet Public Works is seeking an additional 20% contingency for unknown soil conditions through the wetlands areas as well as proper restoration. Approval of the project will allocate an amount not to exceed \$210,843 from the Township Capital Projects Fund, and the project is eligible for ARPA funding.

## Financial Impact

Is a Budget Amendment Required? ☒ Yes ☐ No

The Dunham Road Pathway project was originally budgeted for in the 401 Capital Projects Fund. The entire \$210,843 will now be budgeted and paid for out of the 285 CLFRF Fund, which was created to handle all ARPA eligible projects outside of the Water Fund.

## Attachments

Pathway Design

Township Standard Contract

**HARTLAND TOWNSHIP**  
**CONTRACT FOR SERVICES**

**Date through Date: June 7, 2022 – September 1, 2022**

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This "Contract" is made between the TOWNSHIP OF HARTLAND, a Michigan Municipal Corporation, hereinafter called "Township", and the "Contractor" as further described in the following Table. In this Contract, either Contractor or the Township may also be referred to individually as a "Party" or jointly as the "Parties".

<b>HARTLAND TOWNSHIP</b> Township Representative: Robert M. West 2655 Clark Road Hartland, MI 48353 810-632-7498 (herein, the "Township")	<b>Preiss Companies LLC</b> Contact Person: Eric Preiss 8211 Clyde Road Fenton, MI 48430 810-632-3020 (herein the "Contractor")
--	--

This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

SECTION 1.	<u>SCOPE OF CONTRACTOR'S SERVICES</u>
SECTION 2.	<u>TOWNSHIP PAYMENT OBLIGATION FOR CONTRACTOR'S SERVICES</u>
SECTION 3.	<u>CONTRACT EFFECTIVE DATE AND TERMINATION</u>
SECTION 4.	<u>CONTRACTOR ASSURANCES AND WARRANTIES</u>
SECTION 5.	<u>CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION</u>
SECTION 6.	<u>CONTRACT DOCUMENTS, DEFINITIONS, AND GENERAL TERMS AND CONDITIONS</u>

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

**§1. SCOPE OF CONTRACTOR'S SERVICES**

Scope of Work – Attached hereto and made a part hereof the quotations for the Dunham Road Pathway Project as outlined in the attached design specifications. (Exhibit B)

**§2. TOWNSHIP PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICE**

- 2.1.** Except as otherwise expressly provided for in this Contract, the Township's sole financial obligation to the Contractor for any Contractor services under this Contract shall be \$175,703.00, in accordance with the attached proposal (Exhibit A).

VENDOR NAME: Preiss Companies LLC

No more than once a month, the Contractor shall submit an invoice to the Township which shall itemize all amounts due and/or owing by the Township under this Contract for services rendered, and payment terms as the date of the invoice. The Township shall make payments pursuant to the provisions of Section 6.18 of this Contract.

- 2.2. Under no circumstances shall the Township be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract.
- 2.3. This Contract does not authorize any in-kind services by either Party, unless expressly provided herein.

**§3. CONTRACT EFFECTIVE DATE, TERMINATION NOTICES AND AMENDMENTS**

- 3.1. The effective date of this Contract shall be as stated on the first page of this Contract, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:
  - 3.1.1. This Contract is signed by a Contractor Employee, legally authorized to bind the Contractor.
  - 3.1.2. Any and all Contractor Certificates of Insurance, and any other conditions precedent to the Contract have been submitted and accepted by the Township.
  - 3.1.3. This Contract is signed by an authorized agent of the Township.
- 3.2. The Township may terminate and/or cancel this Contract (or any part thereof) at any time during the term, any renewal, or any extension of this Contract, upon thirty (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.
- 3.3. The Township's sole obligation in the event of termination is for payment for actual services rendered by the Contractor before the effective date of termination. Under no circumstances shall the Township be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of this Contract. The Township shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein.
- 3.4. Contractor may terminate and/or cancel this Contract (or any part thereof) at anytime upon ninety (90) days written notice to the Township, if the Township defaults in any obligation contained herein, and within the ninety (90) notice period the Township has failed or has not attempted to cure any such default. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice.
- 3.5. Notices. Notices given under this Contract shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed above. Notice will be deemed given upon the earliest date that one of the following occurs: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
  - 3.5.1. If notice is sent to the Contractor, it shall be addressed to the address stated on page one of this Contract.
  - 3.5.2. If notice is sent the Township, it shall be addressed to the Contract Administrator stated on the signature page of this Contract.
  - 3.5.3. Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.

VENDOR NAME: Preiss Companies LLC

- 3.6. Contract Modifications or Amendments. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Contractor Employee and an expressly authorized Township Agent.

#### §4. CONTRACTOR'S ASSURANCES AND WARRANTIES

- 4.1. Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable federal, state and local laws, statutes, regulations, ordinances, zoning, codes, and professional standards, as well as M.I.O.S.H.A guidelines in effect at the time of the project.
- 4.2. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 4.3. Equipment and Supplies. The Contractor is responsible for providing equipment and supplies not expressly required to be provided by the Township herein.
- 4.4. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The Township shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind.
- 4.5. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the Township including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 4.6. Contractor Employees.
- 4.6.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may required by law.
- 4.6.2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee
- 4.7. Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adheres to all of the terms of this Contract. Contractor shall indemnify and hold the Township harmless for all Claims against the Township by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.
- 4.8. Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review the proposed services, and review all Township requirements and/or expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute this Contract. The Contractor is expected to maintain high standards or workmanship, representing the best traditions of the trade. Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Contract as specified herein.
- 4.9. The Contractor's relationship to the Township is that of an Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the Township and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-contractors of the Township.



**§5. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION**

**5.1. Indemnification**

- 5.1.1.** Contractor shall indemnify and hold the Township harmless from any and all Claims which are incurred by or asserted against the Township by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.
- 5.1.2.** The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify the Township for all claims asserted against the Township and if the insurance company prevails, the Contractor shall indemnify the Township for uncollectable accounts.
- 5.1.3.** Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the Township based upon any Claim brought against the Township suffered by a Contractor Employee.

**5.2. Contractor Provided Insurance**

- 5.2.1.** At all times during this Contract, including renewals or extensions, Contractor shall obtain and maintain insurance according to the following specifications:
  - 1. Contractor agrees to procure and maintain insurance coverage according to the following minimum specifications:
    - a. Commercial General Liability - with the following as minimum requirements:  
**\$1,000,000 – Each Occurrence (Total)**  
Occurrence Form Policy  
Broad Form Property Damage  
Premises/Operations  
Independent Contractors  
Products and Completed Operations  
(Blanket) Broad Form Contractual  
Personal Injury - Delete Contractual Exclusion  
X, C, U Exclusions deleted, as applicable  
Additional Insured: The Township of Hartland and Township Agents (as defined in this Contract);
    - b. Workers' Compensation - as required by law and \$500,000 Employer's Liability;
    - c. Automobile Liability and Property Damage - \$1,000,000 each occurrence, including coverage for all owned, hired and non-owned vehicles including No Fault coverage as required by law.
  - 2. General Certificates of Insurance:
    - a. All Certificates of Insurance shall contain evidence of the following conditions and/or clauses and shall be sent to: Hartland Township, 2655 Clark Road, Hartland, MI 48353.
    - b. The Township of Hartland, its elected officials, officers and employees shall be named as "General Liability" Additional Insured with respect to work performed by the Contractor.
    - c. All Certificates are to provide 30 days written notice of material change, cancellation, or non-renewal. Certificates of Insurance or insurance binders must be provided no less than ten (10) working days before commencement of work to the Township. Insurance carriers are subject to the approval of Township.

§6. **CONSTRUCTION, MAINTENANCE, AND REPAIR CONTRACT GENERAL CONDITIONS**

DEFINITIONS: The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 6.1. **"Contractor Employee"** means without limitation, any employees, officers, directors members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Contractor Employee" shall also include any person who was a Contractor Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 6.2. **"Claims"** means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the Township, or for which the Township may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 6.3. **"Township"** means the Township of Hartland, a Municipal Corporation, its departments, divisions, authorities, boards, committees, and "Township Agent" as defined below.
- 6.4. **"Township Agent"** means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons' successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "Township Agent" shall also include any person who was a "Township Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.
- 6.5. A **"Contract Administrator"** or **"Township Representative"** is appointed by the Township to act as a liaison between the Township and the Contractor. Any questions or problems the Contractor may have concerning Work under this Contract should be directed to this individual.
- 6.6. The term **"Subcontractor"** includes only those having a direct contact with the Contractor in the way of labor or materials worked to a special design. One who merely furnishes material to the Contractor is not included in this definition.
- 6.7. The term **"Calendar Day"** shall mean any day of the week, which shall begin at 12:00.01 a.m. and end at 11:59.59 p.m.. The term **"Working Day"** shall mean any calendar day except Saturday, Sunday, and Township legal holidays.
- 6.8. **"Written Notice"** shall be considered properly served if delivered in person to the Contractor, or to a member or office of his company; also if delivered at, or sent by registered mail to, the business address of the Contractor listed above.

6.10. **NON EXCLUSIVE CONTRACT AND OTHER CONTRACTS**

- 6.10.1 No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the

VENDOR NAME: Preiss Companies LLC

Township may freely engage other persons to perform the same work that the Contractor performs. The Contractor shall coordinate his work with theirs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the Township.

- 6.10.2 If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Township any defects in such work that shall render it unsuitable for such proper execution and results. His failure to inspect and report shall constitute an acceptance of the other contractor's work.

**6.11. MATERIALS AND WORKMANSHIP**

- 6.11.1 All workmanship shall conform to the best current practice at the respective trades; and all equipment, materials and articles incorporated in the Work under the Contract shall be new and of the best grade of their kinds for the purpose. The Contractor shall, if required, furnish evidence as to kind and quality of materials.
- 6.11.2 Contractor shall deliver all materials to the project site in their original unopened containers bearing the names of the manufacturer and brand. Materials shall be handled and stored as recommended by the manufacturer to prevent damage.
- 6.11.3 Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
- 6.11.4 In the event the Contractor shall fail, neglect, or refuse to perform any or all of his duties under this Contract, the Township after giving the Contractor seven, (7) calendar days notice in writing, may perform such duties under the Contract and charge the Contractor or deduct the amount from the Contractor's payment.

**6.12 NOTIFICATION**

The Contractor must schedule all Work, in advance, with the Township Representative. The Contractor shall give three (3) working days notice before performance of Work under this Contract.

**6.13 DAMAGES**

- 6.13.1 The Contractor shall be responsible for damage to the Township's premises that may be caused by his work.
- 6.13.2 The Contractor shall take all necessary measures to prevent damage to other areas of the building, grounds, and utilities adjacent to his Work.
- 6.13.3 Should damage occur as a result of the Contractor's Work, the Contractor is responsible for the repair and/or replacement of the damaged area. Otherwise, the Township shall repair and/or replace the damaged area and charge the Contractor or deduct the amount from the Contractor's payment.

**6.14 CLEANING**

- 6.14.1 The Contractor shall at all times keep the Township's premises and the adjoining premises, driveways and streets clean of rubbish caused by the Contractor's operations and at the completion of the Work shall remove all the rubbish, all of his tools, equipment, temporary work and surplus materials, from and about the premises, and shall leave the Work clean and ready for use. If the Contractor does not attend to such cleaning immediately upon request, the Township may cause such cleaning to be done by others and the charge the cost of same to the Contractor.
- 6.14.2 Contractor shall store his materials, supplies, and equipment in a neat and orderly manner so as not to unduly interfere with the progress of his Work, the Work of other Contractors, or the operation of Township business.
- 6.14.3 Contractor shall perform clean-ups of his Work area on a daily basis to remove debris from that day's Work.

- 6.14.4 Contractor shall remove all rubbish and debris from Township property and legally dispose of it. No open burning of debris or rubbish shall be permitted.

**6.15 PERMITS AND INSPECTIONS**

- 6.15.1 The Contractor shall obtain all necessary permits required by laws and regulations give all required notices and pay all lawful fees in accordance with requirements for his particular work and the locality in which the project is being built.
- 6.15.2 The Contractor shall deliver to the Township certificates of inspection where such are required.
- 6.15.3 The Township Representative or Contract Administrator shall have access to the Work under this Contract.

**6.16 SAFETY**

- 6.16.1 The Contractor shall perform all work in accordance with "The General Safety Rules and Regulations for the Construction Industry" as promulgated by the State Construction Safety Commission under the authority of the Safety Act, Act 89, or the Public Acts of 1963, as amended and the Federal Occupational Safety and Health Act, of 1970. Public law 91-596, 84 Stat. 1590, as amended.
- 6.16.2 The Contractor shall notify the Township Representative of any conflict between the Contract documents and these laws, rules, regulations, and guidelines in writing.
- 6.16.3 The Contractor shall provide for the protection of the public, Township employees, and the Contractor's own workers from work-related hazards. Contractor shall provide, install, and maintain warning signs and barricades necessary for the protection of persons and property affected by construction. Contractor shall also provide notification to the Township representative and personnel directly affected by construction of any potentially dangerous situations.
- 6.16.4 The Contractor will use all due care in the handling and storage of hazardous materials and equipment, including explosives, while performing Work under this Contract. Contractors and their employees involved in these activities are to properly trained and licensed for the task.
- 6.16.5 In the event of an emergency affecting the safety of persons or property, the Contractor shall act immediately to prevent threatened loss or damage. The Contractor shall immediately stop any activity or operation-affecting safety until the situations is corrected.

**6.17 CONTRACTS WITH TOWNSHIP EMPLOYEES**

Pursuant to the provisions of Public Act 317 of 1968, as amended (M.C.L. 15.321, et seq.), no contracts shall be entered into between the Township including all agencies and departments thereof, and any employee or officer of the Township. To avoid any real or perceived conflict of interest the Contractor shall identify any relative or relative of the Contractor's employees and subcontractors who are presently employed by the Township.

**6.18 PAYMENTS**

- 6.18.1 All invoices shall be directed to the attention of the Township Representative for this project for pre-payment approval. The Township shall pay based on satisfactory performance of the Contract during the period invoiced.
- 6.18.2 Complete payment of Contract shall not be made until all Work has been satisfactorily completed and a final cleanup has been performed.
- 6.18.3 Changes in Contract price can come about only with the written permission of the Township. All such changes shall be processed by the Township Representative.

- 6.18.4 Neither the final payment nor and provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship; and upon written notice, the Contractor shall remove any defects due thereto and pay for any damage to other work resulting therefrom which shall appear within one (1) year after date of acceptance and final payment, unless otherwise noted in the contract documents

## **6.19 DELEGATION/SUBCONTRACT/ASSIGNMENT**

Contractor shall not delegate, assign, or subcontract any obligations or rights under this Contract without the prior written consent of the Township.

- 6.19.1 The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.
- 6.19.2 Any assignment, delegation, or subcontract by Contractor and approved by the Township, must include a requirement that the assignee, delegee, or subcontractor will comply with the rights and obligations contained in this Contract.
- 6.19.3 The Contractor shall remain primarily liable for all work performed by any subcontractors. Contractor shall remain liable to the Township for any obligations under the Contract not completely performed by any Contractor delegee or subcontractor.
- 6.19.4 Should a Subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.
- 6.19.5 This Contract cannot be sold.
- 6.19.6 In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the Township may declare this Contract null and void.

## **6.20 NO IMPLIED WAIVER**

Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

## **6.21 SEVERABILITY**

If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the Township harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the Township.

## **6.22 CAPTIONS**

The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.

## **6.23 PRECEDENCE OF DOCUMENTS**

In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:

- 6.32.1 The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other Exhibits or documents.

VENDOR NAME: Preiss Companies LLC

**6.24    GOVERNING LAWS/CONSENT TO JURISDICTION AND VENUE**

This Contract shall be governed, interpreted and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 44th Judicial Circuit Court of the State of Michigan, the 53rd District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

**6.25    ENTIRE CONTRACT**

This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The undersigned executes this Contract on behalf of Contractor and the Township, and by doing so legally obligates and binds Contractor and the Township to the terms and conditions of this Contract.

**FOR THE CONTRACTOR:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Printed Name: Eric Preiss

**FOR THE TOWNSHIP:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
William Fountain, Supervisor  
Hartland Township

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Larry Ciofu, Clerk  
Hartland Township

VENDOR NAME: Preiss Companies LLC

**EXHIBIT A**

**SCOPE OF WORK / PROPOSAL**

**DUNHAM ROAD SIDEWALK:**

Item No.	Ref Spec	Description	Quantity	Unit	Unit Price	Bid Amount
1	2.02	Bonds, Insurance & Mobilization (5% Max.)	1	LS	5,000.00	\$ 5,000.00
2	2.02	Pre-Construction Audio-Visual	1	LS	1,000.00	\$ 1,000.00
3	30.11	Temporary Traffic Control Devices	1	LS	5,000.00	\$ 5,000.00
4	30.12	Tree Protection Fencing	508	FT		\$
5	30.13	Clearing and Grubbing, Placing Fill, and Grading	1	LS		\$ 10,000.00
6	M202	Tree, Rem, 6 inch to 18 inch	12	EA	500.00	\$ 6,000.00
7	M202	Tree, Rem, 19 inch to 36 inch	8	EA	1,000.00	\$ 8,000.00
8	M204	Curb and Gutter, Rem	29	FT	50.00	\$ 1,450.00
9	M205	Excavation, Earth	268	CY	30.00	\$ 8,040.00
10	M208	Erosion Control, Inlet Protection, Fabric Drop	1	EA	100	\$ 100.00
11	M208	Erosion Control, Silt Fence	1,174	FT	2.00	\$ 2,348.00
12	M501	HMA, 36A	153	TON		\$
13	M501	HMA, 13A	242	TON		\$
14	M802	Curb and Gutter, Conc, Det F4	17	FT	30.00	\$ 510.00
15	M803	Curb Ramp Opening, Conc	12	FT	30.00	\$ 360.00
16	M803	Detectable Warning Surface	8	FT	75.00	\$ 600.00
17	30.14	ADA Ramp, Conc, 6 inch	239	SF	5.00	\$ 1,195.00
18	M813	Riprap, Plain	10	SY	50.00	\$ 500.00
19	M815	Cornus kousa, tree form, 2 inch	7	EA		\$
20	M815	Carpinus caroliniana, #7 cont.	4	EA		\$
21	M401	Culv End Section, Conc, 12 inch	1	EA	750.00	\$ 750.00
22	30.15	Dr Structure, Cover, Type M-1	1	EA	1,000.00	\$ 1,000.00
23	M403	Dr Structure, 48 inch dia	1	EA	5,000.00	\$ 5,000.00
24	M402	Sewer, Cl A, 12 inch, TR Det A	34	FT	150	\$ 5,100.00
25	M302	Aggregate Base, 6 inch	1,070	SY	35.00	\$ 37,450.00
26	30.16	Subgrade Undercut (As Needed)	70	CY	50.00	\$ 3,500.00
27	30.17	Tree Replacement	10	EA	TBD	\$



27A. 6640 SF 730.00 \$49,800.00

28	30.18	Restoration	1	LS	20,000.00	\$ 20,000.00
29	30.10	Permit Allowance	3,000	DLR	\$1.00	\$3,000.00
30	1.04	Inspection Crew Days		DAY	\$700.00	
Subtotal:					\$	175,703.00

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

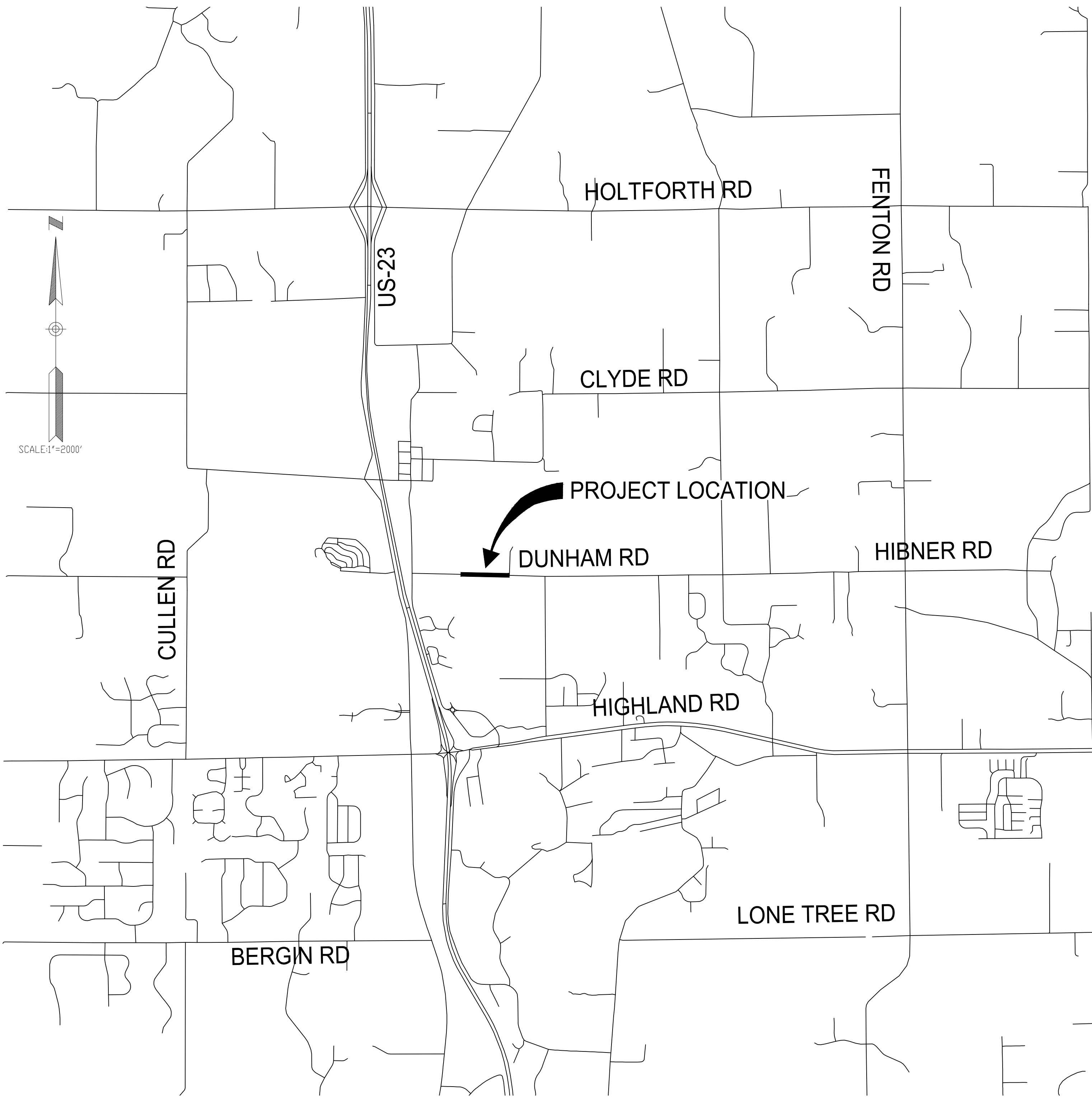
- A. The Contract Documents consist of all of the following:
  1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.
  5. Specifications as listed in the table of contents of the project manual.
  7. Drawings listed on the attached sheet index.
  8. Addenda (numbers [number] to [number], inclusive).

# HARTLAND TOWNSHIP

LIVINGSTON COUNTY, MICHIGAN

## DUNHAM ROAD SIDEWALK PROJECT

SD JOB No. HL21002



### UTILITY CONTACT INFORMATION

ATT – COMMUNICATION  
54 N. MILL ST., 4TH  
FLOOR  
PONTIAC, MI 48342  
LINDA DENISUK  
PH: 248-456-8256  
LD2154@ATT.COM

DETROIT EDISON –  
ELECTRIC  
ONE ENERGY PLAZA, 518  
SB  
DETROIT, MI 48226  
PH: 313-235-5632  
MARK.CETNOR@DTEENERGY.COM

COMCAST – CABLE  
CRAIG PUDAS  
PH: 248-809-2715  
CRAIG\_PUDAS@CABLE.COMCAST.COM

CONSUMERS ENERGY  
1000 GRAND OAKS DR.  
HOWELL, MI 48843  
ROBERT MCLACHLAN  
PH: 517-545-8737  
ROBERT.MCLACHLAN@CMSENERGY.COM

HARTLAND TOWNSHIP DPW  
ROBERT WEST  
2655 CLARK RD.  
HARTLAND, MI 48353  
PH: 517-861-7889  
DPW@HARTLANDTWP.COM

LIVINGSTON COUNTY DRAIN  
COMMISSION  
KEN RECKER  
2300 E. GRAND RIVER  
AVE., SUITE #105  
HOWELL, MI 48843  
PH: 517-546-0040  
STORMSEWER@LIVGOV.COM

### SHEET INDEX

SHEET NUMBER	SHEET TITLE
1	COVER SHEET
2	GENERAL NOTES
3	REMOVAL & CONSTRUCTION PLAN
4	GRADING PLAN
5	STORM SEWER PLAN AND PROFILE
6	SOIL EROSION AND SEDIMENTATION CONTROL PLAN AND DETAILS
7	PAVING DETAILS
8	STORM DETAILS

### TOWNSHIP BOARD OF TRUSTEES

**SUPERVISOR:**  
**BILL FOUNTAIN**

**TREASURER:**  
**KATHIE HORNING**

**CLERK:**  
**LARRY CIOFU**

### TRUSTEES:

**SUMMER McMULLEN**  
**JOE PETRUCCI**

**MATT GERMANE**  
**DENISE O'CONNELL**

### OWNER

HARTLAND TOWNSHIP  
2655 CLARK ROAD  
HARTLAND, MI 48353  
(810)632-7498



### ENGINEER:

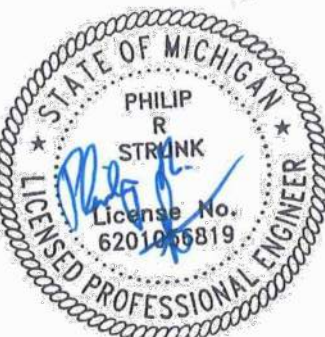
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FINAL CONSTRUCTION PLANS - 03/16/2022





THE FOLLOWING ITEMS OF WORK SHALL BE DONE AS THEY APPLY  
THROUGHOUT THE PROJECT. THESE ITEMS ARE NOT DETAILED OR INCLUDED  
ON THE PLAN AND PROFILE SHEETS:

ITEM	AMOUNT	UNIT
BONDS, INSURANCE, & MOBILIZATION	1	LS
PRE-CONSTRUCTION AUDIO-VISUAL	1	LS
TEMPORARY TRAFFIC CONTROL DEVICES	1	LS
CLEARING AND GRUBBING, PLACING FILL, AND GRADING	1	LS
RESTORATION	1	LS

1. EARTHWORK AND PAVEMENT CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT MDOT STANDARD SPECIFICATIONS FOR

1. EARTHWORK AND PAVEMENT CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT MOST STANDARD SPECIFICATIONS FOR CONSTRUCTION UNLESS OTHERWISE NOTED IN THE FOLLOWING ITEMS.
2. REMOVE ANY EXISTING TOPSOIL, VEGETATION, TREES AND OTHER OBSTACLES TO THE CONSTRUCTION OF THE SUBGRADE. SOIL, TREE ROOTS SHALL BE COMPLETELY REMOVED.
3. EXCAVATE TO THE DEPTH OF THE FINAL SUBGRADE ELEVATION TO ALLOW FOR GRADE CHANGES AND THE PLACEMENT OF THE RECOMMENDED PAVEMENT SYSTEM.
4. THE AGGREGATE BASE SHALL BE COMPACTED TO A DENSITY NO LESS THAN 95 PERCENT OF THE MAXIMUM DENSITY AS DETERMINED BY THE MODIFIED PROCTOR (ASTM D 1557-91). THE BASE SHALL EXTEND A MINIMUM OF 1 FOOT BEYOND THE PAVED EDGE.
5. ALL BITUMINOUS MATERIAL SHALL BE COMPACTED TO A DENSITY NO LESS THAN 97 PERCENT OF THE MAXIMUM DENSITY AS DETERMINED BY THE MARSHALL METHOD.
6. A BOND COAT OF SS-II EMULSION IS REQUIRED BETWEEN THE LEVELING COURSE AND THE WEARING COURSE WITHIN OTHER 24 HOURS HAVE ELAPSED BEFORE PLACEMENT OF THE BITUMINOUS COURSES OR THE SURFACE OF THE PAVEMENT HAS BEEN CONTAMINATED WITH DIRT, DUST, OR FOREIGN MATERIAL. THE BOND COAT SHALL BE APPLIED IN A UNIFORM MANNER OVER THE SURFACE AT A RATE OF 0.05 - 0.15 GALLONS/SY. IN THE EVENT A BOND COAT IS NOT REQUIRED, THE LEVELING COURSE MAY REQUIRE LOCALIZED BROOM CLEANING.
7. PERFORMANCE GRADE PG64-22 ASPHALT CEMENT SHALL BE USED IN THE PRODUCTION OF ALL BITUMINOUS MIXTURES. RECLAIMED ASPHALT PAVEMENT (RAP) SHALL BE ALLOWED ONLY AS SPECIFIED BY THE CURRENT MOST STANDARD SPECIFICATIONS FOR CONSTRUCTION, UNLESS NOTED ON THE PROJECT DETAILS.
8. CONSTRUCTION TRAFFIC SHALL BE MINIMIZED ON THE NEW PAVEMENT. IF CONSTRUCTION TRAFFIC IS ANTICIPATED ON THE PAVEMENT STRUCTURE, THE PLACEMENT OF THE FINAL LIFT SHALL BE DELAYED UNTIL THE MAJORITY OF THE CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED. THIS ACTION WILL ALLOW FOR LOCALIZED CURBING, IF ANY DIRT OCCURS, TO BE REDUCED LOAD DAMAGE ON THE PAVEMENT SYSTEM. THE CONTRACTOR IS RESPONSIBLE FOR REPAIR TO ANY DAMAGED SECTION RESULTING FROM CONSTRUCTION ACTIVITY.
9. TAPER CURB HEIGHT DOWN TO ZERO HEIGHT IN FIVE FEET AT ALL CURB ENDS UNLESS OTHERWISE NOTED ON THE PLAN.
10. WHERE CURB AND GUTTER SECTION IS ADJACENT TO A HANDICAP RAMP, DROP CURB HEIGHT TO MAXIMUM 1/4" ACROSS THE RAMP OPENING.
11. CONTRACTOR SHALL PROTECT EXISTING CURB, GUTTER, SIDEWALKS, FENCES AND ALL OTHER EXISTING SITE FEATURES NOT INDICATED FOR REMOVAL OR REHABILITATION.
12. PLACE EXPANSION JOINTS WHERE NEW CONCRETE PAVEMENT OR WALKS ABUT BUILDING WALLS (PROPOSED OR EXISTING), CURB, OR EXISTING CONCRETE PAVEMENT. PLACE JOINT SEALANT ON ALL EXPANSION JOINTS.
13. CONTRACTOR TO CONSTRUCT CONTRACTION AND EXPANSION JOINTS IN ALL CONCRETE PAVEMENT. CONTRACTION JOINTS SHALL BE TOOLED WHERE SIDEWALK WIDTH IS 8' OR LESS, AND SHALL BE SPACED EQUAL TO THE WIDTH OF THE PAVEMENT (I.E. 8" SPACING FOR 8' WIDE WALK), BUT NOT MORE THAN 10' APART. PLACE EXPANSION JOINTS WITH JOINT SEALANT AT ALL CONCRETE PAVEMENT CONTRACTION JOINTS. GENERALLY MATCH THE JOINT PATTERNS FOR CONCRETE PAVEMENT WHEN SHOWN ON THE PLANS.
14. WHERE THESE PLANS DIFFER FROM THE STANDARD DETAILS OR STANDARD SPECIFICATIONS OF THE TOWNSHIP, THE TOWNSHIP REQUIREMENTS SHALL GOVERN.
15. CONCRETE PAVEMENT SHALL MEET THE REQUIREMENTS SPECIFIED ON TABLE 1004-1 OF THE 2020 MOST STANDARD SPECIFICATIONS FOR CONSTRUCTION.

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

PRIOR TO THE PLANNED IMPROVEMENTS, AND/OR CONSTRUCTION, THE RESPECTIVE UTILITY COMPANIES MUST BE NOTIFIED TO STAKE THE PRECISE LOCATION OF THE UTILITIES.

R-28-J*	SIDEWALK RAMP AND DETECTABLE WARNING DETAILS
R-29-I	DRIVEWAY OPENINGS & APPROACHES, AND CONCRETE SIDEWALK
R-30-G	CONCRETE CURB AND CONCRETE CURB & GUTTER
R-80-E	GRANULAR BLANKET, UNDERDRAINS, OUTLET ENDINGS FOR UNDERDRAINS, AND SEWER BULKHEADS
R-96-E	SOIL EROSION & SEDIMENTATION CONTROL MEASURES
R-100-H	SEEDING AND TREE PLANTING

MO120a\* 2 LANE 2 WAY - SHOULDER CLOSURE - SINGLE STEP DOWN SL IN ONE DIRECTION ONLY  
WZD-100-A\* GROUND DRIVEN SIGN SUPPORTS FOR TEMP SIGNS  
WZD-125-E\* TEMPORARY TRAFFIC CONTROL DEVICES

\* DENOTES SPECIAL DETAIL

NOTE:  
ALL OTHER MDOT STANDARD PLANS LISTED ABOVE ARE INCORPORATED BY REFERENCE AND NOT INCLUDED IN THE PROPOSAL



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Fax: (248) 844-5404

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Detroit, MI 48202  
Phone: (313) 309-7051  
Fax: (313) 309-7101

27333 Meadowbrook Rd., Suite 210  
Novi, MI 48377  
Phone: (248) 844-6274

400 Ann St. NW Suite 204  
Grand Rapids, MI 49504  
Phone: (616) 885-5802

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(800) 598-1600



PRIOR TO CONSTRUCTION, ALL LOCATIONS AND DEPTHS OF EXISTING UTILITIES (IN CONFLICT WITH PROPOSED IMPROVEMENTS) SHALL BE VERIFIED IN THE FIELD. CALL MISS DIG 3 WORKING DAYS PRIOR TO CONSTRUCTION.

UTILITY INFORMATION ON THIS DRAWING MAY BE FROM INFORMATION DISCLOSED TO THIS FIRM BY THE VARIOUS UTILITY COMPANIES, CITY/COUNTY AGENCIES AND OTHER VARIOUS SOURCES. UNDERGROUND UTILITIES WHICH ARE ON PRIVATE PROPERTY ARE USUALLY NOT DELINEATED UPON A UTILITY COMPANY'S PUBLISHED PLANS. THEIR LOCATION, IF SHOWN UPON THIS SURVEY, ARE APPROXIMATED FROM FOUND PAINT MARKS/STAKES, ETC. AS LOCATED BY THIS FIRM FROM SOURCES WHICH ARE UNKNOWN. NO GUARANTEE IS GIVEN AS TO THE COMPLETENESS OR ACCURACY THEREOF.

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GENERAL NOTES

SECTION 16  
TOWN 3N RANGE 6E  
CITY/TOWNSHIP HARTLAND TWP  
COUNTY LIVINGSTON

[illegible]

## VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING

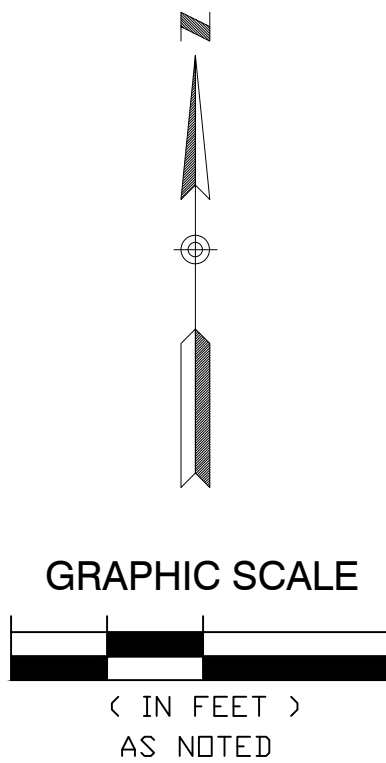
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DRAWER <i>S. TUCKER</i>	DATE <i>3-7-2022</i>
DESIGNER <i>S. TUCKER</i>	DATE <i>3-7-2022</i>
CHECKED BY <i>P. STRUNK</i>	DATE <i>3-7-2022</i>
PROJECT MANAGER <i>P. STRUNK</i>	BID PLAN DATE <i>TBD</i>
DEPARTMENT MANAGER APPROVAL <i>S. SCHROT</i>	DATE <i>3-7-2022</i>
JOB NO. <i>HL21002</i>	DRAWING NO. <i>HL21002NOT</i>
SCALE: <i>AS NOTED</i>	SHEET NO. <i>2 OF 8</i>









SCALE: 1"=40'

MATCH EX. TOP OF CURB

EX. CURB & GUTTER

5'

PR 8" HMA PATH

2'

VARIES

2% MAX.

2% MAX.

2% MAX.

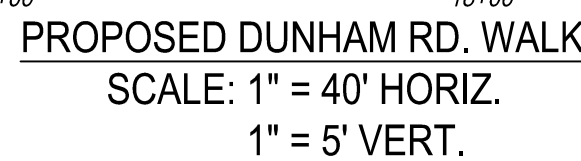
$\frac{3}{1}$

RESTORATION

EX. GRADE

HMA, 36A, 1.5 INCH OVER HMA, 13A, 2.5 INCH OVER AGGREGATE BASE, 6 INCH

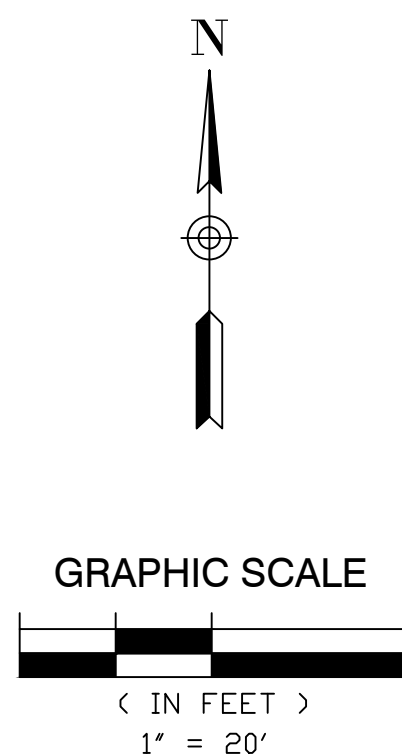
SCALE: 1"=5'



1. CONTRACTOR SHALL INSTALL SUITABLE COMPACTED FILL WITHIN THE WETLAND UNLESS OTHERWISE DIRECTED BY ENGINEER.
2. ALL DEPRESSIONS CREATED BY DEMOLITION PROCEDURES SHALL BE BACKFILLED WITH CLASS II FILL MATERIAL, IN 8" LIFTS COMPACTED TO 95% OF MAXIMUM UNIT WEIGHT, UP TO PROPOSED SUBGRADE.
3. IT IS ANTICIPATED THAT THIS PROJECT WILL PRODUCE APPROXIMATELY 300 CYD OF CUT AND 1012 CYD OF FILL. CONTRACTOR IS RESPONSIBLE FOR INCLUDING IMPORT AND EXPORT OF MATERIALS IN THEIR BID. EXCESS MATERIAL (INCLUDING TOPSOIL AND WASTE MATERIAL) SHALL BE REMOVED FROM THE SITE. REUSE OF CLEAN MATERIAL TO BE COORDINATED WITH ENGINEER.
4. CONTRACTOR TO PROTECT EXISTING WALKS, PAVEMENT, CURBS, GUTTERS, WALLS, FENCES, GATES, LANDSCAPING AND TREES TO REMAIN DURING CONSTRUCTION.
5. WETLAND FILL AREA IS UNDER THE 0.10 ACRE MINIMUM REQUIREMENT FOR PERMITTING. CONTRACTOR MUST FILL AND GRADE ONLY WHERE SHOWN ON THE PLANS UNLESS APPROVED BY THE ENGINEER.
6. RESTORATION SHOULD BE PLACED ACCORDING TO THE FOLLOWING INFORMATION:

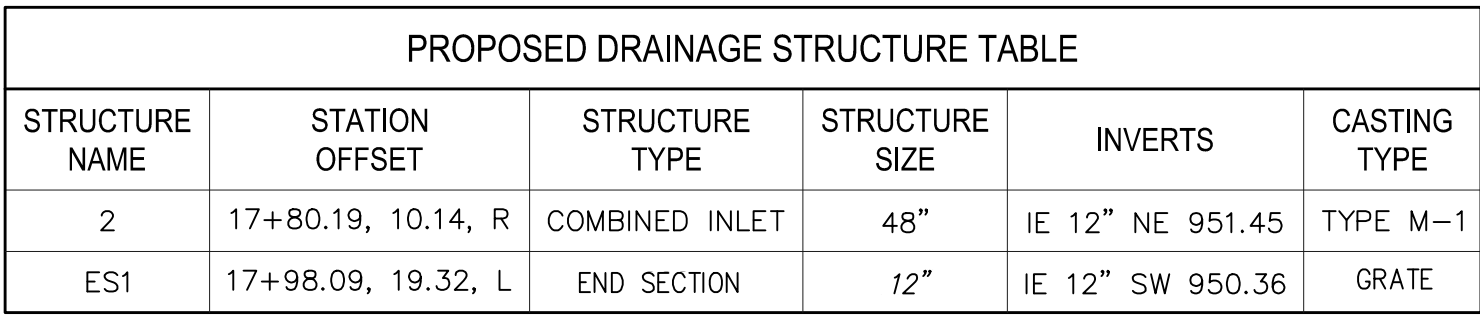
HYDROSEEDING IS NOT ACCEPTABLE FOR SLOPES EXCEEDING 1% IN SUCH CASES STABILIZATION SHALL BE DONE WITH SEED AND STRAW MULCH WITH A TACKIFIER.





## GENERAL NOTES

1. CONTRACTOR SHALL INSTALL SUITABLE COMPACTED FILL WITHIN THE WETLAND UNLESS OTHERWISE DIRECTED BY ENGINEER.
2. ALL IMPROVEMENTS TO DUNHAM ROAD AS A RESULT OF INSTALLING THE NEW STORM SEWER ARE TO BE CONSIDERED INCIDENTAL.
3. ALL DEPRESSIONS CREATED BY DEMOLITION PROCEDURES SHALL BE BACKFILLED WITH CLASS II FILL MATERIAL, IN 8" LIFTS COMPACTED TO 95% OF MAXIMUM UNIT WEIGHT, UP TO PROPOSED SUBGRADE.
4. CONTRACTOR TO PROTECT EXISTING WALKS, PAVEMENT, CURBS, GUTTERS, WALLS, FENCES, GATES, LANDSCAPING AND TREES TO REMAIN DURING CONSTRUCTION.

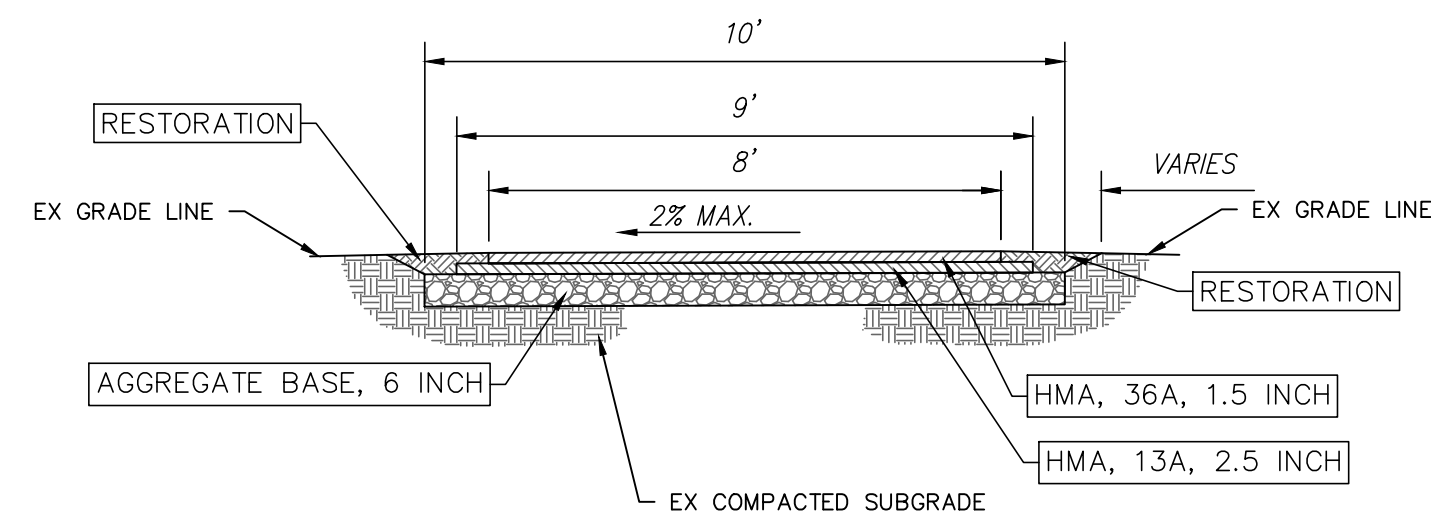
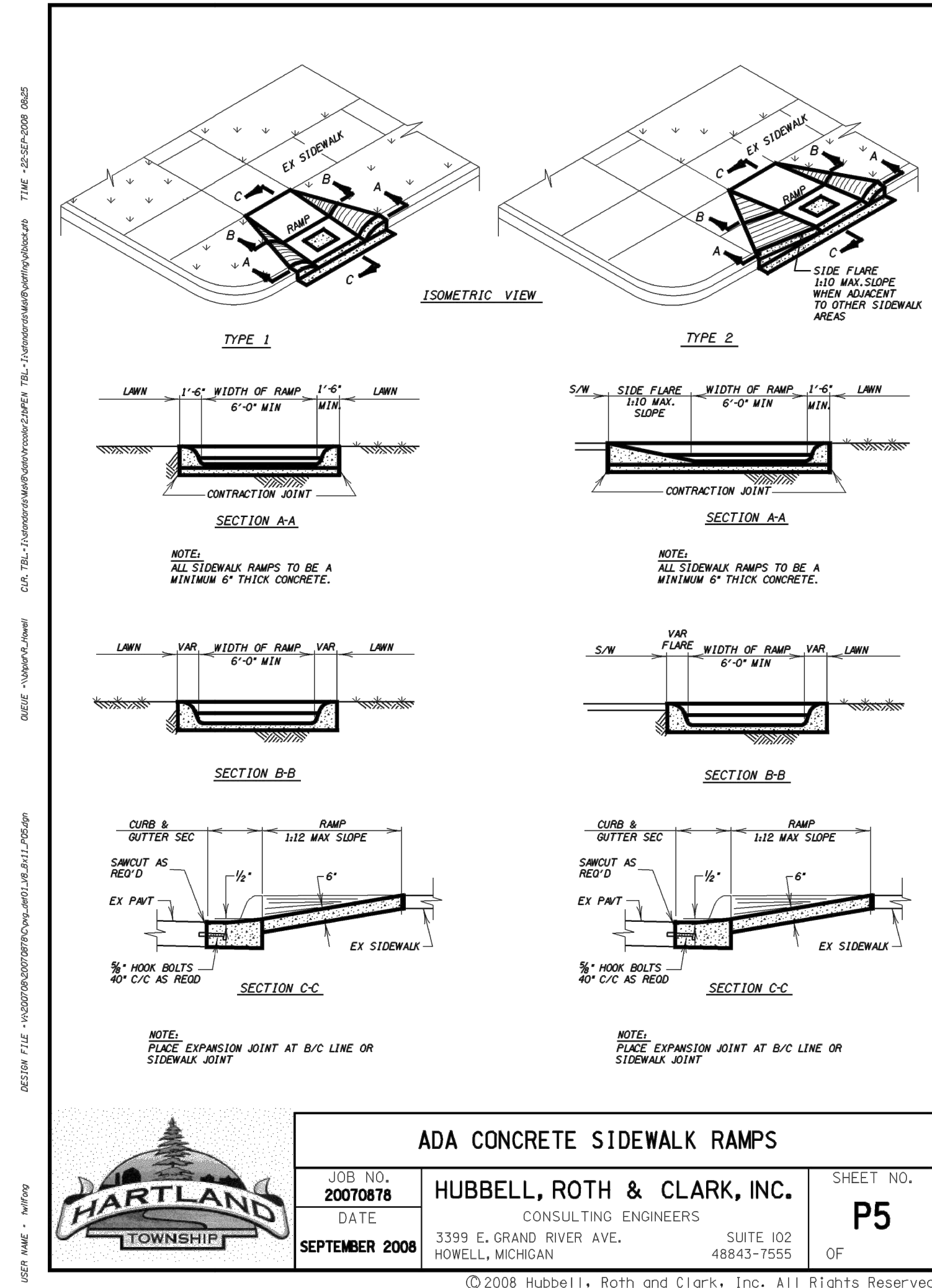
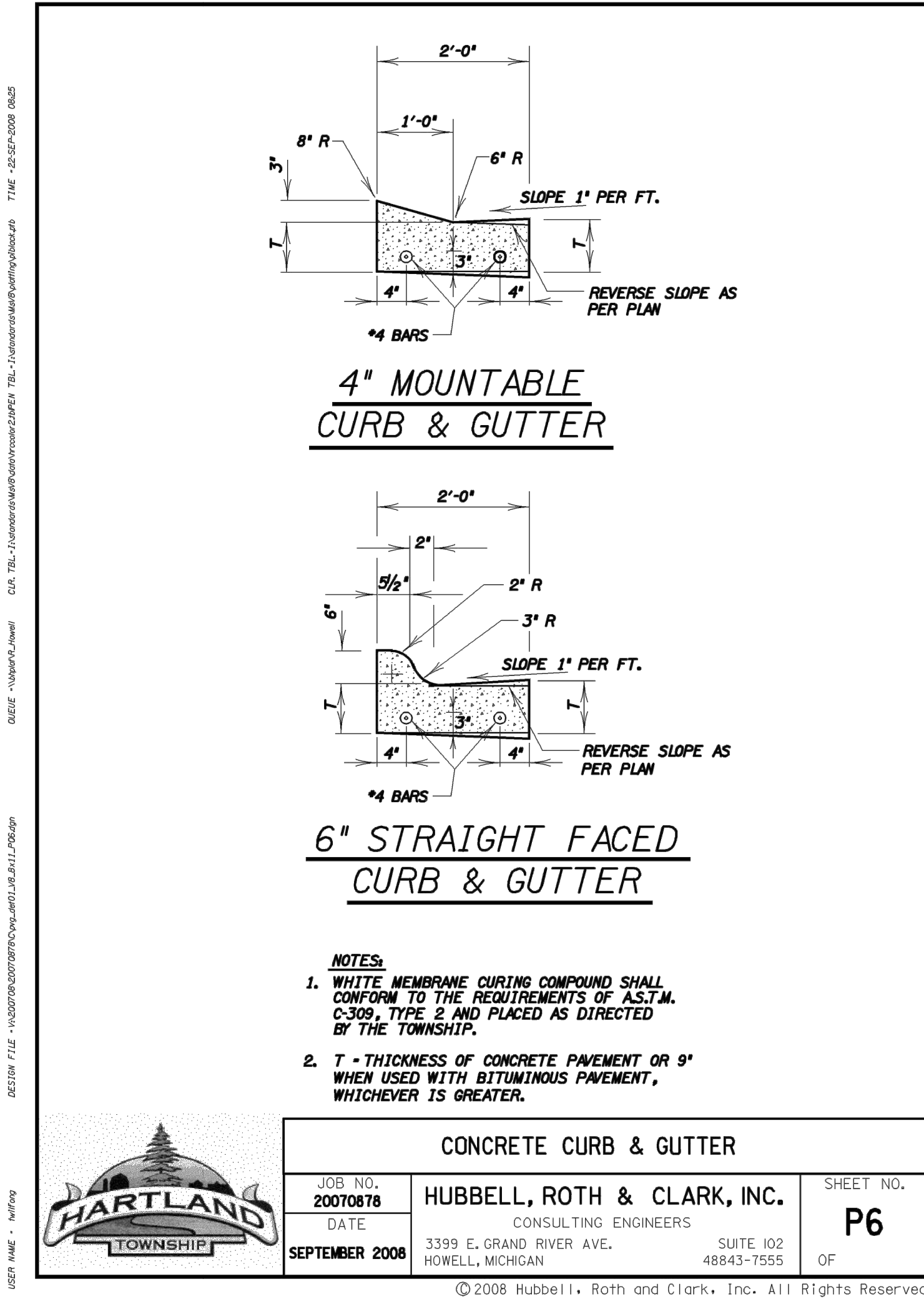
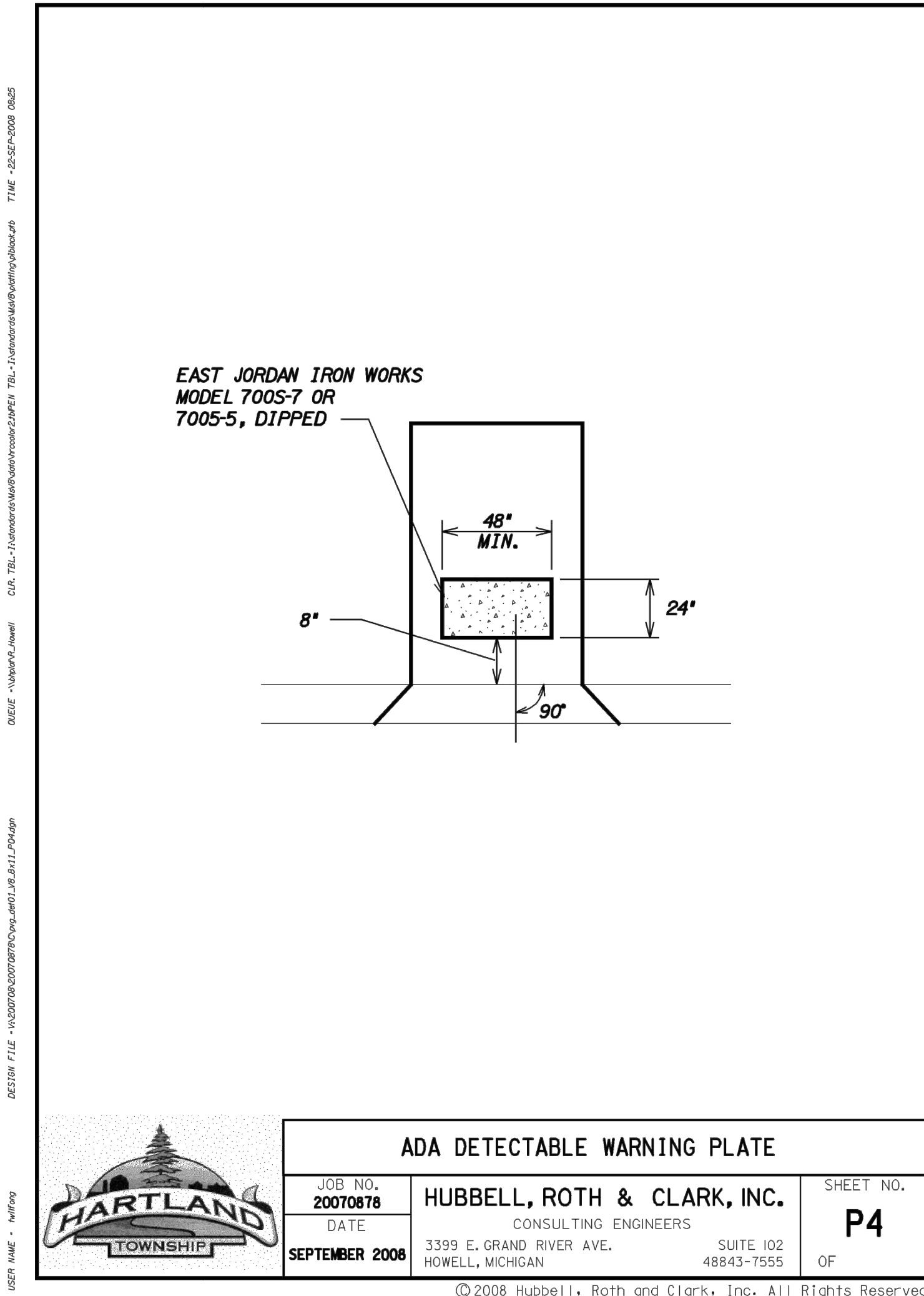


Pipe Table				
Pipe Name	Size	Length	Slope	PIPE DIRECTION
2	12	34	3.15%	N34°29'54"E





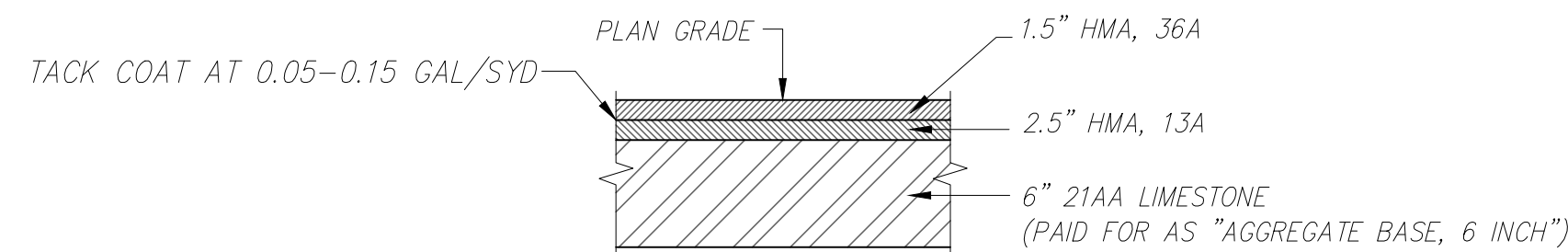




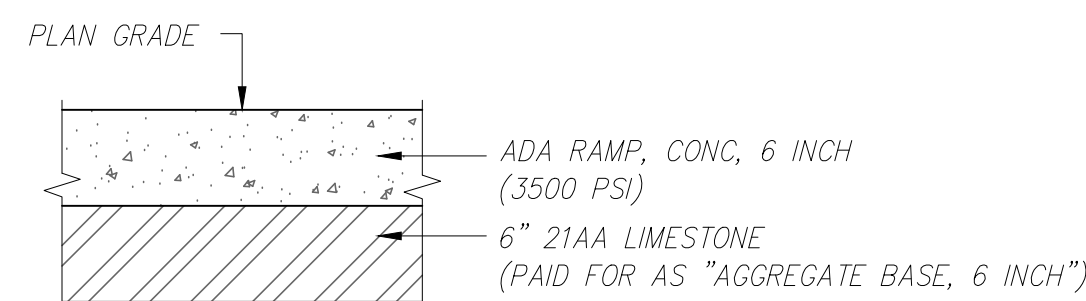
TYPICAL NON-MOTORIZED  
PATHWAY - BITUMINOUS SECTION

---

SCALE: 1"=3'



*DETAIL A*



DETAIL B

**6" CONCRETE ADA RAMP**



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**DUNHAM RD WALK PROJECT**

## PAVING DETAILS

SECTION 16  
TOWN 3N RANGE 6E  
CITY/TOWNSHIP HARTLAND TWP  
COUNTY LIVINGSTON

[illegible]

## VERIFY SCALES

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DRAFTER S. TUCKER	DATE 3-7-2022
----------------------	------------------

DESIGNER	DATE
S. TUCKER	3-7-2022

CHECKED BY D. STRUNK	DATE 3-7-2022
-------------------------	------------------

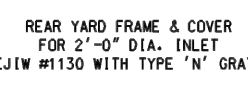
P. STRONK	3-7-202
PROJECT MANAGER	BID PLAN DATE
P. STRONK	TOP

P. STRONK	TBD
DEPARTMENT MANAGER APPROVAL	DATE

J. SCHROT	3-7-202
JOB NO.	DRAWING NO.

HL21002	HL21002DET
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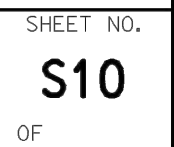
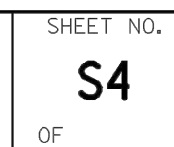




OF



OF

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CONSULTING ENGINEERS  
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HOWELL, MICHIGAN 48843-7555

69



# Hartland Township Board of Trustees Meeting Agenda Memorandum

**Submitted By:** Michael Luce, Director of Public Works

**Subject:** Settlers Park Improvements

**Date:** May 31, 2022

## Recommended Action

Move to approve the proposed Settlers Park improvements as presented in an amount not to exceed \$49,850 and authorize the Public Works Director to act on behalf of the Township as project manager executing contracts and purchase orders as necessary.

## Discussion

As has been discussed the grassy area to the southwest of the pavilion at Settlers Park has been identified as a suitable area to develop to a playable surface in the park. In the parks inception this area was intended to be used as a gathering space and flat playable surface. Upon investigation to the topography of the area it has been determined that ruts and holes exist making this too uneven to allow activities of this kind.

An appropriate solution to this is to have the entire area land balanced and graded. Doing this would level the area and allow for the planting of grass to be maintained by the Township Staff. Sowing the seed into the newly graded area will allow for the greatest coverage as well as growability.

The scope of services was bid out to three reputable companies, resulting in the lowest bid of \$32,000. Public Works is seeking an additional \$3,000 for the installation of a culvert over a ditch line that would provide easier access to the park pavilion from the new picnic area. Cost for said culvert is \$3,000 with installation, and would be performed as part of the overall project

In addition to the land balancing portion of the project, Public Works is seeking authorization to purchase picnic tables, benches and garbage cans in this area this would allow for constituents using the park while the pavilion is occupied to have a place to sit and kids play. In addition, staff will be purchasing additional garbage cans for the Village Cemetery and Hodge Cemetery.

The breakdown for the park amenities is as follows:

5 Picnic Tables	\$1,350 ea	\$6,750 total
4 Benches	\$1,175 ea	\$4,700 total
4 Garbage Cans	\$ 850 ea	<u>\$3,400 total</u>
		\$14,850 Total

## Financial Impact

Is a Budget Amendment Required? ☒ Yes ☐ No

The picnic tables and trash receptacles were originally budgeted for in the 401 Capital Projects Fund. The entire \$49,850 will now be budgeted and paid for out of the 285 CLFRF Fund, which was created to handle all ARPA eligible projects outside of the Water Fund.

## Attachments

Standard Contract

**HARTLAND TOWNSHIP**  
**CONTRACT FOR SERVICES**

**Date through Date: June 7, 2022 – November 1, 2022**

---

This "Contract" is made between the TOWNSHIP OF HARTLAND, a Michigan Municipal Corporation, hereinafter called "Township", and the "Contractor" as further described in the following Table. In this Contract, either Contractor or the Township may also be referred to individually as a "Party" or jointly as the "Parties".

<b>HARTLAND TOWNSHIP</b> Township Representative: Robert M. West 2655 Clark Road Hartland, MI 48353 810-632-7498 (herein, the "Township")	<b>Preiss Companies LLC</b> Contact Person: Eric Preiss 8211 Clyde Road Fenton, MI 48430 810-632-3020 (herein the "Contractor")
--	--

This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

SECTION 1.	<u>SCOPE OF CONTRACTOR'S SERVICES</u>
SECTION 2.	<u>TOWNSHIP PAYMENT OBLIGATION FOR CONTRACTOR'S SERVICES</u>
SECTION 3.	<u>CONTRACT EFFECTIVE DATE AND TERMINATION</u>
SECTION 4.	<u>CONTRACTOR ASSURANCES AND WARRANTIES</u>
SECTION 5.	<u>CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION</u>
SECTION 6.	<u>CONTRACT DOCUMENTS, DEFINITIONS, AND GENERAL TERMS AND CONDITIONS</u>

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

**§1. SCOPE OF CONTRACTOR'S SERVICES**

Scope of Work – Disc and balance 2.02 acres of the Hartland Township Settlers Park proposed picnic area including topsoil, seeding and straw as needed.

**§2. TOWNSHIP PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICE**

- 2.1.** Except as otherwise expressly provided for in this Contract, the Township's sole financial obligation to the Contractor for any Contractor services under this Contract shall be \$32,000.

VENDOR NAME: Preiss Companies LLC

No more than once a month, the Contractor shall submit an invoice to the Township which shall itemize all amounts due and/or owing by the Township under this Contract for services rendered, and payment terms as the date of the invoice. The Township shall make payments pursuant to the provisions of Section 6.18 of this Contract.

- 2.2. Under no circumstances shall the Township be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract.
- 2.3. This Contract does not authorize any in-kind services by either Party, unless expressly provided herein.

**§3. CONTRACT EFFECTIVE DATE, TERMINATION NOTICES AND AMENDMENTS**

- 3.1. The effective date of this Contract shall be as stated on the first page of this Contract, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:
  - 3.1.1. This Contract is signed by a Contractor Employee, legally authorized to bind the Contractor.
  - 3.1.2. Any and all Contractor Certificates of Insurance, and any other conditions precedent to the Contract have been submitted and accepted by the Township.
  - 3.1.3. This Contract is signed by an authorized agent of the Township.
- 3.2. The Township may terminate and/or cancel this Contract (or any part thereof) at any time during the term, any renewal, or any extension of this Contract, upon thirty (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.
- 3.3. The Township's sole obligation in the event of termination is for payment for actual services rendered by the Contractor before the effective date of termination. Under no circumstances shall the Township be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of this Contract. The Township shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein.
- 3.4. Contractor may terminate and/or cancel this Contract (or any part thereof) at anytime upon ninety (90) days written notice to the Township, if the Township defaults in any obligation contained herein, and within the ninety (90) notice period the Township has failed or has not attempted to cure any such default. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice.
- 3.5. Notices. Notices given under this Contract shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed above. Notice will be deemed given upon the earliest date that one of the following occurs: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
  - 3.5.1. If notice is sent to the Contractor, it shall be addressed to the address stated on page one of this Contract.
  - 3.5.2. If notice is sent the Township, it shall be addressed to the Contract Administrator stated on the signature page of this Contract.
  - 3.5.3. Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.

VENDOR NAME: Preiss Companies LLC

- 3.6. Contract Modifications or Amendments. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Contractor Employee and an expressly authorized Township Agent.

#### §4. CONTRACTOR'S ASSURANCES AND WARRANTIES

- 4.1. Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable federal, state and local laws, statutes, regulations, ordinances, zoning, codes, and professional standards, as well as M.I.O.S.H.A guidelines in effect at the time of the project.
- 4.2. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 4.3. Equipment and Supplies. The Contractor is responsible for providing equipment and supplies not expressly required to be provided by the Township herein.
- 4.4. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The Township shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind.
- 4.5. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the Township including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 4.6. Contractor Employees.
- 4.6.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may required by law.
- 4.6.2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee
- 4.7. Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adheres to all of the terms of this Contract. Contractor shall indemnify and hold the Township harmless for all Claims against the Township by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.
- 4.8. Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review the proposed services, and review all Township requirements and/or expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute this Contract. The Contractor is expected to maintain high standards or workmanship, representing the best traditions of the trade. Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Contract as specified herein.
- 4.9. The Contractor's relationship to the Township is that of an Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the Township and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-contractors of the Township.

**§5. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION**

**5.1. Indemnification**

- 5.1.1.** Contractor shall indemnify and hold the Township harmless from any and all Claims which are incurred by or asserted against the Township by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.
- 5.1.2.** The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify the Township for all claims asserted against the Township and if the insurance company prevails, the Contractor shall indemnify the Township for uncollectable accounts.
- 5.1.3.** Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the Township based upon any Claim brought against the Township suffered by a Contractor Employee.

**5.2. Contractor Provided Insurance**

- 5.2.1.** At all times during this Contract, including renewals or extensions, Contractor shall obtain and maintain insurance according to the following specifications:
  - 1. Contractor agrees to procure and maintain insurance coverage according to the following minimum specifications:
    - a. Commercial General Liability - with the following as minimum requirements:
      - \$1,000,000 – Each Occurrence (Total)**
      - Occurrence Form Policy
      - Broad Form Property Damage
      - Premises/Operations
      - Independent Contractors
      - Products and Completed Operations
      - (Blanket) Broad Form Contractual
      - Personal Injury - Delete Contractual Exclusion
      - X, C, U Exclusions deleted, as applicable
      - Additional Insured: The Township of Hartland and Township Agents (as defined in this Contract);
    - b. Workers' Compensation - as required by law and \$500,000 Employer's Liability;
    - c. Automobile Liability and Property Damage - \$1,000,000 each occurrence, including coverage for all owned, hired and non-owned vehicles including No Fault coverage as required by law.
  - 2. General Certificates of Insurance:
    - a. All Certificates of Insurance shall contain evidence of the following conditions and/or clauses and shall be sent to: Hartland Township, 2655 Clark Road, Hartland, MI 48353.
    - b. The Township of Hartland, its elected officials, officers and employees shall be named as "General Liability" Additional Insured with respect to work performed by the Contractor.
    - c. All Certificates are to provide 30 days written notice of material change, cancellation, or non-renewal. Certificates of Insurance or insurance binders must be provided no less than ten (10) working days before commencement of work to the Township. Insurance carriers are subject to the approval of Township.

§6. **CONSTRUCTION, MAINTENANCE, AND REPAIR CONTRACT GENERAL CONDITIONS**

DEFINITIONS: The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 6.1. **"Contractor Employee"** means without limitation, any employees, officers, directors members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Contractor Employee" shall also include any person who was a Contractor Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 6.2. **"Claims"** means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the Township, or for which the Township may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 6.3. **"Township"** means the Township of Hartland, a Municipal Corporation, its departments, divisions, authorities, boards, committees, and "Township Agent" as defined below.
- 6.4. **"Township Agent"** means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons' successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "Township Agent" shall also include any person who was a "Township Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.
- 6.5. A **"Contract Administrator"** or **"Township Representative"** is appointed by the Township to act as a liaison between the Township and the Contractor. Any questions or problems the Contractor may have concerning Work under this Contract should be directed to this individual.
- 6.6. The term **"Subcontractor"** includes only those having a direct contact with the Contractor in the way of labor or materials worked to a special design. One who merely furnishes material to the Contractor is not included in this definition.
- 6.7. The term **"Calendar Day"** shall mean any day of the week, which shall begin at 12:00.01 a.m. and end at 11:59.59 p.m.. The term **"Working Day"** shall mean any calendar day except Saturday, Sunday, and Township legal holidays.
- 6.8. **"Written Notice"** shall be considered properly served if delivered in person to the Contractor, or to a member or office of his company; also if delivered at, or sent by registered mail to, the business address of the Contractor listed above.

6.10. **NON EXCLUSIVE CONTRACT AND OTHER CONTRACTS**

- 6.10.1 No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the

VENDOR NAME: Preiss Companies LLC

Township may freely engage other persons to perform the same work that the Contractor performs. The Contractor shall coordinate his work with theirs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the Township.

- 6.10.2 If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Township any defects in such work that shall render it unsuitable for such proper execution and results. His failure to inspect and report shall constitute an acceptance of the other contractor's work.

**6.11. MATERIALS AND WORKMANSHIP**

- 6.11.1 All workmanship shall conform to the best current practice at the respective trades; and all equipment, materials and articles incorporated in the Work under the Contract shall be new and of the best grade of their kinds for the purpose. The Contractor shall, if required, furnish evidence as to kind and quality of materials.
- 6.11.2 Contractor shall deliver all materials to the project site in their original unopened containers bearing the names of the manufacturer and brand. Materials shall be handled and stored as recommended by the manufacturer to prevent damage.
- 6.11.3 Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
- 6.11.4 In the event the Contractor shall fail, neglect, or refuse to perform any or all of his duties under this Contract, the Township after giving the Contractor seven, (7) calendar days notice in writing, may perform such duties under the Contract and charge the Contractor or deduct the amount from the Contractor's payment.

**6.12 NOTIFICATION**

The Contractor must schedule all Work, in advance, with the Township Representative. The Contractor shall give three (3) working days notice before performance of Work under this Contract.

**6.13 DAMAGES**

- 6.13.1 The Contractor shall be responsible for damage to the Township's premises that may be caused by his work.
- 6.13.2 The Contractor shall take all necessary measures to prevent damage to other areas of the building, grounds, and utilities adjacent to his Work.
- 6.13.3 Should damage occur as a result of the Contractor's Work, the Contractor is responsible for the repair and/or replacement of the damaged area. Otherwise, the Township shall repair and/or replace the damaged area and charge the Contractor or deduct the amount from the Contractor's payment.

**6.14 CLEANING**

- 6.14.1 The Contractor shall at all times keep the Township's premises and the adjoining premises, driveways and streets clean of rubbish caused by the Contractor's operations and at the completion of the Work shall remove all the rubbish, all of his tools, equipment, temporary work and surplus materials, from and about the premises, and shall leave the Work clean and ready for use. If the Contractor does not attend to such cleaning immediately upon request, the Township may cause such cleaning to be done by others and the charge the cost of same to the Contractor.
- 6.14.2 Contractor shall store his materials, supplies, and equipment in a neat and orderly manner so as not to unduly interfere with the progress of his Work, the Work of other Contractors, or the operation of Township business.
- 6.14.3 Contractor shall perform clean-ups of his Work area on a daily basis to remove debris from that day's Work.



- 6.14.4 Contractor shall remove all rubbish and debris from Township property and legally dispose of it. No open burning of debris or rubbish shall be permitted.

**6.15 PERMITS AND INSPECTIONS**

- 6.15.1 The Contractor shall obtain all necessary permits required by laws and regulations give all required notices and pay all lawful fees in accordance with requirements for his particular work and the locality in which the project is being built.
- 6.15.2 The Contractor shall deliver to the Township certificates of inspection where such are required.
- 6.15.3 The Township Representative or Contract Administrator shall have access to the Work under this Contract.

**6.16 SAFETY**

- 6.16.1 The Contractor shall perform all work in accordance with "The General Safety Rules and Regulations for the Construction Industry" as promulgated by the State Construction Safety Commission under the authority of the Safety Act, Act 89, or the Public Acts of 1963, as amended and the Federal Occupational Safety and Health Act, of 1970. Public law 91-596, 84 Stat. 1590, as amended.
- 6.16.2 The Contractor shall notify the Township Representative of any conflict between the Contract documents and these laws, rules, regulations, and guidelines in writing.
- 6.16.3 The Contractor shall provide for the protection of the public, Township employees, and the Contractor's own workers from work-related hazards. Contractor shall provide, install, and maintain warning signs and barricades necessary for the protection of persons and property affected by construction. Contractor shall also provide notification to the Township representative and personnel directly affected by construction of any potentially dangerous situations.
- 6.16.4 The Contractor will use all due care in the handling and storage of hazardous materials and equipment, including explosives, while performing Work under this Contract. Contractors and their employees involved in these activities are to properly trained and licensed for the task.
- 6.16.5 In the event of an emergency affecting the safety of persons or property, the Contractor shall act immediately to prevent threatened loss or damage. The Contractor shall immediately stop any activity or operation-affecting safety until the situations is corrected.

**6.17 CONTRACTS WITH TOWNSHIP EMPLOYEES**

Pursuant to the provisions of Public Act 317 of 1968, as amended (M.C.L. 15.321, et seq.), no contracts shall be entered into between the Township including all agencies and departments thereof, and any employee or officer of the Township. To avoid any real or perceived conflict of interest the Contractor shall identify any relative or relative of the Contractor's employees and subcontractors who are presently employed by the Township.

**6.18 PAYMENTS**

- 6.18.1 All invoices shall be directed to the attention of the Township Representative for this project for pre-payment approval. The Township shall pay based on satisfactory performance of the Contract during the period invoiced.
- 6.18.2 Complete payment of Contract shall not be made until all Work has been satisfactorily completed and a final cleanup has been performed.
- 6.18.3 Changes in Contract price can come about only with the written permission of the Township. All such changes shall be processed by the Township Representative.

- 6.18.4 Neither the final payment nor and provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship; and upon written notice, the Contractor shall remove any defects due thereto and pay for any damage to other work resulting therefrom which shall appear within one (1) year after date of acceptance and final payment, unless otherwise noted in the contract documents

## **6.19 DELEGATION/SUBCONTRACT/ASSIGNMENT**

Contractor shall not delegate, assign, or subcontract any obligations or rights under this Contract without the prior written consent of the Township.

- 6.19.1 The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.
- 6.19.2 Any assignment, delegation, or subcontract by Contractor and approved by the Township, must include a requirement that the assignee, delegee, or subcontractor will comply with the rights and obligations contained in this Contract.
- 6.19.3 The Contractor shall remain primarily liable for all work performed by any subcontractors. Contractor shall remain liable to the Township for any obligations under the Contract not completely performed by any Contractor delegee or subcontractor.
- 6.19.4 Should a Subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.
- 6.19.5 This Contract cannot be sold.
- 6.19.6 In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the Township may declare this Contract null and void.

## **6.20 NO IMPLIED WAIVER**

Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

## **6.21 SEVERABILITY**

If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the Township harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the Township.

## **6.22 CAPTIONS**

The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.

## **6.23 PRECEDENCE OF DOCUMENTS**

In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:

- 6.32.1 The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other Exhibits or documents.

VENDOR NAME: Preiss Companies LLC

**6.24    GOVERNING LAWS/CONSENT TO JURISDICTION AND VENUE**

This Contract shall be governed, interpreted and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 44th Judicial Circuit Court of the State of Michigan, the 53rd District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

**6.25    ENTIRE CONTRACT**

This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The undersigned executes this Contract on behalf of Contractor and the Township, and by doing so legally obligates and binds Contractor and the Township to the terms and conditions of this Contract.

**FOR THE CONTRACTOR:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Printed Name: Eric Preiss

**FOR THE TOWNSHIP:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
William Fountain, Supervisor  
Hartland Township

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Larry Ciofu, Clerk  
Hartland Township

**EXHIBIT A**

**SCOPE OF WORK / PROPOSAL**



Scope of Work – Disc and balance 2.02 acres of the Hartland Township Settlers Park proposed picnic area including topsoil, seeding and straw as needed. Additionally, a culvert may be installed at the north end of the area to mitigate the existing ditch and promote easier access to the picnic area

## **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 1, 2022



## 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

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June 1, 2022

Hartland Township Board  
2655 Clark Road  
Hartland, MI 48353

Please accept this correspondence as a formal request for a periodic evaluation of my performance as Hartland Township Manager in closed session.

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

Sincerely,

Robert M. West  
Township Manager