



Board of Trustees

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

Board of Trustees Regular Meeting Agenda Hartland Township Hall Tuesday, November 05, 2019 7:00 PM

1. Call to Order
 2. Pledge of Allegiance
 3. Roll Call
 4. Approval of the Agenda
 5. Call to the Public
 6. Approval of the Consent Agenda
 - [a.](#) Approve Payment of Bills
 - [b.](#) Approve Post Audit of Disbursements Between Board Meetings
 - [c.](#) Approve Special Meeting Minutes for 10/07/2019
 - [d.](#) Approve Regular Meeting Minutes for 10/15/2019
 - [e.](#) Approve LESA Summer Tax Collection Agreement
 - [f.](#) Approve Township Hall Closure at 4:00pm on Thursday 12/12/2019
 - [g.](#) Confirm Supervisor's Appointments to Planning Commission & Zoning Board of Appeals (01/01/20 – 12/31/22)
 - [h.](#) Approve Hartland Schools Agreement for Sidewalk Winter Maintenance (\$4,000)
 - [i.](#) Approve Budget Amendment for Assessing Legal Fees (\$12,000)
 - [j.](#) Approve Budget Amendment & Transfer - General Fund to Capital Projects (\$357,175)
 7. Public Hearing
 - [a.](#) Liquor License Application #19-001 – Two Guys Sushi, LLC – Class C
 8. Pending & New Business
 - [a.](#) Server & Computer Replacements
 9. Board Reports
- [BRIEF RECESS]
10. Information / Discussion
 - [a.](#) Phragmites Mitigation Discussion – David Mindell, Plantwise
 - [b.](#) September 2019 Financial Report
 - [c.](#) Manager's Report
 11. Adjournment

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Susan Case, Finance Clerk

Subject: Approve Payment of Bills

Date: October 29, 2019

Recommended Action

Move to approve the bills as presented for payment.

Discussion

Bills presented total \$183,116.70. The bills are available in the Finance office for review.

Notable invoices include:

\$16,264.00 – Allstar Alarm LLC – (Installation of Access System & Township Hall Monitoring from 11/1/19 – 1/31/20)

\$10,048.81 – Chloride Solutions, LLC – (Dust Control)

\$14,130.50 – Hubbell, Roth & Clark, Inc. – (Various engineering invoices)

\$108,000.00 – Livingston County Road Commission – (Maxfield Road)

\$11,693.75 – The Huntington National Bank – (Millpointe Rd Special Assessment Bond, Series 2016)

Financial Impact

Is a Budget Amendment Required? Yes No

All expenses are covered under the adopted FY20 budget.

Attachments

Bills for 11.05.19

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		
59EAST	59 EAST \$5 CAR WASH	09/30/2019	1055	FOA	CAR WASHES	
42588	P.O. BOX 356	11/05/2019		N		15.00
09/30/2019	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		11/05/2019		N		15.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-239-930.000	REPAIRS & MAINTENANCE	15.00

VENDOR TOTAL: 15.00

AIR1	AIR 1 MECHANICAL SERVICE LLC	10/15/2019	2048	FOA	WTP UNIT HEATERS	
42607	7111 DIXIE HWY. #263	11/05/2019		N		244.00
10/15/2019	CLARKSTON MI, 48346	/ /	0.0000	N		0.00
		11/05/2019		N		244.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-930.003	REPAIRS & MAINTENANCE BLD&GRDS	244.00

VENDOR TOTAL: 244.00

ALLSTAR	ALLSTAR ALARM LLC	09/06/2019	264801-B	FOA	INSTALL ACCESS SYSTEM	
42649	8345 MAIN STREET	11/05/2019		N		7,764.50
09/06/2019	WHITMORE LAKE MI, 48189	/ /	0.0000	N		0.00
		11/05/2019		Y		7,764.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
577-000-970.000	CAPITAL OUTLAY	1,423.00
401-265-970.000	CAPITAL OUTLAY	6,341.50
		<u>7,764.50</u>

ALLSTAR	ALLSTAR ALARM LLC	10/15/2019	267656	FOA	11/1/19 - 1/31/20 TOWNSHIP HALL MONI	
42612	8345 MAIN STREET	11/05/2019		N		627.00
10/15/2019	WHITMORE LAKE MI, 48189	/ /	0.0000	N		0.00
		11/05/2019		Y		627.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-801.000	CONTRACTED SERVICES	627.00

ALLSTAR	ALLSTAR ALARM LLC	10/15/2019	267967	FOA	INSTALL ACCESS SYSTEM/ 10/14/19 - 1/	
42633	8345 MAIN STREET	11/05/2019		N		7,872.50
10/15/2019	WHITMORE LAKE MI, 48189	/ /	0.0000	N		0.00
		11/05/2019		Y		7,872.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
577-000-970.000	CAPITAL OUTLAY	5,239.00

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

401-265-970.000	CAPITAL OUTLAY					2,633.50
						<u>7,872.50</u>

VENDOR TOTAL: 16,264.00

ANYNETWORK	ANYNETWORK.COM, LLC	10/10/2019	1876	FOA	SERVICE TO CABLE SYSTEM	
42613	2484 HUNTER RD	11/05/2019		N		145.00
10/10/2019	BRIGHTON MI, 48114	/ /	0.0000	N		0.00
		11/05/2019		Y		145.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
577-000-930.000	REPAIRS & MAINTENANCE	145.00

VENDOR TOTAL: 145.00

APPLIED	APPLIED IMAGING	10/14/2019	1427395	FOA	7/21/19 - 10/20/19 OVERAGES ON RICOH	
42635	7718 SOLUTION CENTER	11/05/2019		N		325.96
10/14/2019	CHICAGO IL, 60677-7007	/ /	0.0000	N		0.00
		11/05/2019		N		325.96

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-299-930.000	REPAIRS & MAINTENANCE	325.96

VENDOR TOTAL: 325.96

0300	AT&T	10/22/2019	810632750310/201	FOA	OCTOBER 2019	
42667	PO BOX 5080	11/05/2019		N		199.15
10/22/2019	CAROL STREAM IL, 60197	/ /	0.0000	N		0.00
		11/05/2019		N		199.15

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-851.000	TELEPHONE	199.15

VENDOR TOTAL: 199.15

BONDI	BONDI, GEORGE	10/10/2019	101019	FOA	REFUND OF MILLPOINTE RD INTEREST	
42590	1782 DARTMOOR DR	11/05/2019		N		109.33
10/10/2019	HOWELL MI, 48843	/ /	0.0000	N		0.00
		11/05/2019		N		109.33

Open

GL NUMBER	DESCRIPTION	AMOUNT
358-000-451.001	SPECIAL ASSESSMENT INTEREST	109.33

VENDOR TOTAL: 109.33

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		
CHLORIDESO	CHLORIDE SOLUTIONS, LLC	10/11/2019	628	FOA	DUST CONTROL	
42663	672 NORTH M-52	11/05/2019		N		7,985.82
10/11/2019	WEBBERVILLE MI, 48892	/ /	0.0000	N		0.00
		11/05/2019		Y		7,985.82

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-463-969.002	ROAD CHLORIDE	7,985.82

CHLORIDESO	CHLORIDE SOLUTIONS, LLC	10/18/2019	635	FOA	DUST CONTROL	
42664	672 NORTH M-52	11/05/2019		N		2,062.99
10/18/2019	WEBBERVILLE MI, 48892	/ /	0.0000	N		0.00
		11/05/2019		Y		2,062.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-463-969.002	ROAD CHLORIDE	2,062.99

VENDOR TOTAL: 10,048.81

CINTAS	CINTAS CORPORATION	10/28/2019	4033422076	FOA	MATS	
42666	P.O. BOX 630910	11/05/2019		N		44.55
10/28/2019	CINCINNATI OH, 45263	/ /	0.0000	N		0.00
		11/05/2019		N		44.55

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-801.000	CONTRACTED SERVICES	44.55

VENDOR TOTAL: 44.55

CITYOFFENT	CITY OF FENTON	10/11/2019	3646	FOA	BACTERIOLOGICAL SAMPLES	
42598	301 S LEROY ST	11/05/2019		N		16.00
10/11/2019	FENTON MI, 48430	/ /	0.0000	N		0.00
		11/05/2019		Y		16.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	16.00

VENDOR TOTAL: 16.00

ENVISION	ENVISION BUILDERS INC.	10/22/2019	2079	FOA	OCT 2019 ROOF LEAKS AT TWP HALL	
42656	10380 HIGHLAND RD	11/05/2019		N		1,560.00
10/22/2019	WHITE LAKE MI, 48386	/ /	0.0000	N		0.00
		11/05/2019		N		1,560.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-930.000	REPAIRS & MAINTENANCE	1,560.00

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

BOTH OPEN AND PAID

VENDOR TOTAL: 1,560.00

ETNA	ETNA SUPPLY COMPANY	10/14/2019	S103273459.001	FOA	1" IPERL METERS	
42606	P.O. BOX 772107	11/05/2019		N		3,780.00
10/14/2019	DETROIT MI, 48277-2107	/ /	0.0000	N		0.00
		11/05/2019		N		3,780.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-741.000	METER COSTS	3,780.00

VENDOR TOTAL: 3,780.00

0150	HARTLAND CONSOLIDATED SCHOOLS	09/30/2019	172168	FOA	SEPTEMBER 2019	
42608	9525 E HIGHLAND ROAD	11/05/2019		N		388.00
10/11/2019	HOWELL MI, 48843	/ /	0.0000	N		0.00
		11/05/2019		N		388.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-239-860.000	GASOLINE	206.50
536-000-860.000	GASOLINE	181.50
		<u>388.00</u>

VENDOR TOTAL: 388.00

0001	HARTLAND TOWNSHIP GENERAL FUND	10/29/2019	102919	FOA	SEPT 2019 MOBILE HOOME TAX DISBURSEM	
42673		11/05/2019		N		266.00
10/29/2019		/ /	0.0000	N		0.00
		11/05/2019		N		266.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
701-000-290.300	MOBILE HOME FEES ESCROW	266.00

VENDOR TOTAL: 266.00

1548	HORIZON LANDSCAPE INC.	10/14/2019	14557	FOA	AUGUST 2019 - SHRUB TRIMMING ON M-59	
42595	11765 HIBNER RD	11/05/2019		N		453.00
08/28/2019	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		11/05/2019		Y		453.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-463-802.000	LAWN/SNOW MAINTENANCE	453.00

1548	HORIZON LANDSCAPE INC.	10/01/2019	14658	FOA	SEPT 2019 MOWING STATION #62	
42614	11765 HIBNER RD	11/05/2019		N		308.00

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

10/01/2019	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		11/05/2019		Y		308.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
206-000-802.000	LAWN/SNOW MAINTENANCE	308.00

1548	HORIZON LANDSCAPE INC.	09/30/2019	14665	FOA	SEPT 2019 - MOWING M-59 MEDIANS	
42594	11765 HIBNER RD	11/05/2019		N		540.00
10/01/2019	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		11/05/2019		Y		540.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-463-802.000	LAWN/SNOW MAINTENANCE	540.00

1548	HORIZON LANDSCAPE INC.	09/30/2019	14666	FOA	SEPT 2019 - MOWING TOWNSHIP HALL	
42593	11765 HIBNER RD	11/05/2019		N		496.00
10/01/2019	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		11/05/2019		Y		496.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-802.000	LAWN/SNOW MAINTENANCE	496.00

1548	HORIZON LANDSCAPE INC.	09/30/2019	14672	FOA	SEPT 2019 - MOWING HERO TEEN CENTER	
42596	11765 HIBNER RD	11/05/2019		N		132.00
10/01/2019	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		11/05/2019		Y		132.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-802.000	LAWN/SNOW MAINTENANCE	132.00

1548	HORIZON LANDSCAPE INC.	09/30/2019	14673	FOA	SEPT 2019 - MOWING STATION 61	
42597	11765 HIBNER RD	11/05/2019		N		232.00
10/01/2019	HARTLAND MI, 48353	/ /	0.0000	N		0.00
		11/05/2019		Y		232.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
206-000-802.000	LAWN/SNOW MAINTENANCE	232.00

VENDOR TOTAL: 2,161.00

4589	HORNING, KATHLEEN	10/23/2019	102319	FOA	MEAL PER DIEMS - FALL CONFERENCE	
42650	1665 HARTLAND WOODS DR.	11/05/2019		N		76.00
10/23/2019	HOWELL MI, 48843-9044	/ /	0.0000	N		0.00
		11/05/2019		N		76.00

Open

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

GL NUMBER	DESCRIPTION	AMOUNT
101-253-957.000	EDUCATION/TRAINING/CONVENTION	76.00

VENDOR TOTAL: 76.00

HUBBELROTH	HUBBELL, ROTH & CLARK, INC.	09/19/2019	173102	FOA	TOWN & COUNTRY VET CONSTR OBSERV THR	
42641	PO BOX 824	11/05/2019		N		315.00
09/19/2019	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		11/05/2019		N		315.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
702-000-290.049	TOWN&COUNTRY ANIMAL CLINIC CONSTRPLANREV	315.00

HUBBELROTH	HUBBELL, ROTH & CLARK, INC.	09/19/2019	173103	FOA	MILLERS KNOLL CONSTR OBSERV THRU 9/7	
42642	PO BOX 824	11/05/2019		N		630.00
09/19/2019	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		11/05/2019		N		630.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
702-000-290.093	MILLERS KNOLL ESCROW	630.00

HUBBELROTH	HUBBELL, ROTH & CLARK, INC.	09/19/2019	173104	FOA	BEN FRANKLIN PLUMBING CONSTR OBSER T	
42643	PO BOX 824	11/05/2019		N		682.50
09/19/2019	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		11/05/2019		N		682.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
702-000-290.089	WOODSTREAM BLDG CO/BEN FRANKLIN PLUMBING	682.50

HUBBELROTH	HUBBELL, ROTH & CLARK, INC.	09/19/2019	173105	FOA	BELLA VITA SENIOR LIVING CONSTR OBSE	
42644	PO BOX 824	11/05/2019		N		210.00
09/19/2019	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		11/05/2019		N		210.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
702-000-290.099	BELLA VITA CONSTRUCTION OBS	210.00

HUBBELROTH	HUBBELL, ROTH & CLARK, INC.	09/19/2019	173106	FOA	ARENA DR TRAINING FACILITY CONSTR OB	
42645	PO BOX 824	11/05/2019		N		10,746.50
09/19/2019	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		11/05/2019		N		10,746.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-400-801.100-0004	HARTLAND SPORTS CENTER EXPENSES	10,746.50

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

HUBBELROTH	HUBBELL, ROTH & CLARK, INC.	09/19/2019	173107	FOA	PANDA EXPRESS CONSTR OBSER THRU 9/7/	
42646	PO BOX 824	11/05/2019		N		821.00
09/19/2019	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		11/05/2019		N		821.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
702-000-290.102	PANDA EXPRESS ESCROW	821.00

HUBBELROTH	HUBBELL, ROTH & CLARK, INC.	09/19/2019	173108	FOA	DIEHL SHARED DRIVE CONSTR OBSERV THR	
42647	PO BOX 824	11/05/2019		N		725.50
09/19/2019	BLOOMFIELD HILLS MI, 48303-0824	/ /	0.0000	N		0.00
		11/05/2019		N		725.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-400-801.100-0005	DIEHL SHARED DRIVEWAY	725.50

VENDOR TOTAL: 14,130.50

ITRIGHT	I.T. RIGHT	10/09/2019	20161755	FOA	ADVANCED PC	
42602	PO BOX 160	11/05/2019		N		1,260.00
10/09/2019	BATH MI, 48808	/ /	0.0000	N		0.00
		11/05/2019		N		1,260.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
577-000-970.000	CAPITAL OUTLAY	1,260.00

VENDOR TOTAL: 1,260.00

WICKMAN	JAMES WICKMAN	10/24/2019	102419	FOA	MEAL PER DIEMS	
42660		11/05/2019		N		290.00
10/24/2019	,	/ /	0.0000	N		0.00
		11/05/2019		N		290.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-172-957.000	EDUCATION/TRAINING/CONVENTION	290.00

VENDOR TOTAL: 290.00

LIVINGCO	JENNIFER M. NASH	10/28/2019	102819	FOA	SEWER REFUNDING BOND, SERIES 2016	
42668	C/O BRIAN JONCKHEERE, LCDC	11/05/2019		N		6,000.00
10/28/2019	2300 E. GRAND RIVER, STE 105	/ /	0.0000	N		0.00
	HOWELL MI, 48843-7581	11/05/2019		N		6,000.00

Open

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

GL NUMBER	DESCRIPTION	AMOUNT
595-000-997.007	SERIES 2016 REFUNDING BOND INTEREST	6,000.00
VENDOR TOTAL:		6,000.00

1120	KIZCAM	10/10/2019	17429	FOA	BUSINESS CARDS FOR DPW DIRECTOR	
42600	3280 W GRAND RIVER	11/05/2019		N		68.00
10/10/2019	HOWELL MI, 48855	/ /	0.0000	N		0.00
		11/05/2019		Y		68.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-441-727.000	SUPPLIES & POSTAGE	68.00
VENDOR TOTAL:		68.00

0220	LIVINGSTON COUNTY TREASURER	10/17/2019	101719	FOA	PRE INTEREST DUE TO COUNTY	
42622	200 E. GRAND RIVER	11/05/2019		N		95.64
10/17/2019	HOWELL MI, 48843	/ /	0.0000	N		0.00
		11/05/2019		N		95.64

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000-445.001	PRE INTEREST	95.64

0220	LIVINGSTON COUNTY TREASURER	10/29/2019	102919	FOA	SEPT 2019 MOBILE HOME TAX DISBURSEME	
42674	200 E. GRAND RIVER	11/05/2019		N		1,330.00
10/29/2019	HOWELL MI, 48843	/ /	0.0000	N		0.00
		11/05/2019		N		1,330.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
701-000-290.300	MOBILE HOME FEES ESCROW	1,330.00
VENDOR TOTAL:		1,425.64

0210	LIVINGSTON CTY ROAD COMMISSION	10/14/2019	7096	FOA	MAXFIELD ROAD	
42637	3535 GRAND OAKS DRIVE	11/05/2019		N		108,000.00
10/14/2019	HOWELL MI, 48843	/ /	0.0000	N		0.00
		11/05/2019		N		108,000.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
204-000-969.100	GRAVEL ROAD IMPROVEMENTS	108,000.00
VENDOR TOTAL:		108,000.00

LIVLOCK&DO	LIVINGSTON LOCK & DOOR, LLC	10/17/2019	26685	FOA	3 CLOSERS	
42624	P.O. BOX 576	11/05/2019		N		895.00
10/17/2019	BRIGHTON MI, 48116	/ /	0.0000	N		0.00

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

		11/05/2019		N		895.00
Open						

GL NUMBER	DESCRIPTION	AMOUNT
101-751-930.000	REPAIRS & MAINTENANCE	895.00
VENDOR TOTAL:		895.00

LOWES	LOWES BUSINESS ACCT/SYNCB	10/29/2019	09717	FOA	LAWN FERTILIZER	
42658	P.O. BOX 530970	11/05/2019		N		106.86
09/23/2019	ATLANTA GA, 30353-0970	/ /	0.0000	N		0.00
		11/05/2019		N		106.86

Open						
GL NUMBER	DESCRIPTION	AMOUNT				
536-000-740.000	OPERATING SUPPLIES	106.86				
VENDOR TOTAL:		106.86				

ODEN	ODEN TRAINING	09/24/2019	914290-158	FOA	WATER FILTRATION EXAM REVIEW	
42601	4095 CAMBROOK LANE	11/05/2019		N		240.00
09/24/2019	WATERFORD MI, 48329	/ /	0.0000	N		0.00
		11/05/2019		N		240.00

Open						
GL NUMBER	DESCRIPTION	AMOUNT				
101-441-957.000	EDUCATION/TRAINING/CONVENTION	240.00				
VENDOR TOTAL:		240.00				

REFUNDUB	PARTNERS TITLE AGENCY	10/24/2019	10/24/2019	FOA	UB refund for account: COUR-001153-0	
42659	7300 DIXIE HWY, STE 100	11/05/2019		N		0.00
10/24/2019	CLARKSTON MI, 48346	11/05/2019	0.0000	N		0.00
		11/05/2019		N		265.44

Open						
GL NUMBER	DESCRIPTION	AMOUNT				
590-000-601.002	SEWER CAPITAL CHARGE	265.44				
VENDOR TOTAL:		265.44				

1180	PETER'S TRUE VALUE HARDWARE	10/14/2019	K50183	FOA	WEED KILLER	
42599	3455 W. HIGHLAND ROAD	11/05/2019		N		23.99
10/14/2019	MILFORD MI, 48380	/ /	0.0000	N		0.00
		11/05/2019		N		23.99

Open						
GL NUMBER	DESCRIPTION	AMOUNT				
536-000-740.000	OPERATING SUPPLIES	23.99				

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
1180	PETER'S TRUE VALUE HARDWARE	10/21/2019	K50280	FOA	UTILITY KNIFE	
42630	3455 W. HIGHLAND ROAD	11/05/2019		N		19.99
10/21/2019	MILFORD MI, 48380	/ /	0.0000	N		0.00
		11/05/2019		N		19.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-930.000	REPAIRS & MAINTENANCE	19.99

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
1180	PETER'S TRUE VALUE HARDWARE	10/22/2019	K50289	FOA	SPRANGER WATER LEAK	
42640	3455 W. HIGHLAND ROAD	11/05/2019		N		74.23
10/22/2019	MILFORD MI, 48380	/ /	0.0000	N		0.00
		11/05/2019		N		74.23

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-930.000	REPAIRS & MAINTENANCE	74.23

VENDOR TOTAL: 118.21

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		
RANGERS 4H	RANGERS 4-H CLUB	10/29/2019	102919	FOA	REIMBURSEMENT FOR FREE HOT DOG COUPO	
42672	10371 PARSHALL ROAD	11/05/2019		N		54.00
10/29/2019	FENTON MI, 48430	/ /	0.0000	N		0.00
		11/05/2019		N		54.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-956.000	FARMERS MARKET	54.00

VENDOR TOTAL: 54.00

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
SHOLLACK	SHOLLACK, DONNA	10/23/2019	102319	FOA	MILEAGE/PER DIEMS - FALL CONFERENCE	
42651		11/05/2019		N		106.52
10/23/2019	,	/ /	0.0000	N		0.00
		11/05/2019		N		106.52

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-253-957.000	EDUCATION/TRAINING/CONVENTION	106.52

VENDOR TOTAL: 106.52

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		
STANLEY	STANLEY ACCESS TECH LLC	10/15/2019	905744582	FOA	EMERGENCY DOOR SERVICE	
42638	P.O. BOX 0371595	11/05/2019		N		202.00
10/15/2019	PITTSBURGH PA, 15251-7595	/ /	0.0000	N		0.00
		11/05/2019		N		202.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-930.000	REPAIRS & MAINTENANCE	202.00

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

VENDOR TOTAL: 202.00

STAPLES	STAPLES	10/12/2019	8056084893	FOA	MISC SUPPLIES	
42605	PO BOX 660409	11/05/2019		N		307.41
10/12/2019	DALLAS TX, 75266-0409	/ /	0.0000	N		0.00
		11/05/2019		N		307.41

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-740.000	OPERATING SUPPLIES	207.65
101-209-727.000	SUPPLIES & POSTAGE	10.60
101-265-740.000	OPERATING SUPPLIES	39.10
101-265-740.000	OPERATING SUPPLIES	45.45
101-463-727.000	SUPPLIES & POSTAGE	4.61
		<u>307.41</u>

STAPLES	STAPLES	10/19/2019	8056162334	FOA	MISC SUPPLIES	
42631	PO BOX 660409	11/05/2019		N		59.95
10/19/2019	DALLAS TX, 75266-0409	/ /	0.0000	N		0.00
		11/05/2019		N		59.95

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-740.000	OPERATING SUPPLIES	17.39
101-265-740.000	OPERATING SUPPLIES	42.56
		<u>59.95</u>

STAPLES	STAPLES	10/26/2019	8056238697	FOA	MISC SUPPLIES	
42670	PO BOX 660409	11/05/2019		N		169.31
10/26/2019	DALLAS TX, 75266-0409	/ /	0.0000	N		0.00
		11/05/2019		N		169.31

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265-740.000	OPERATING SUPPLIES	46.48
101-265-740.000	OPERATING SUPPLIES	48.47
101-265-740.000	OPERATING SUPPLIES	74.36
		<u>169.31</u>

VENDOR TOTAL: 536.67

HUNTINGBAN	THE HUNTINGTON NATIONAL BANK	10/18/2019	101819	FOA	MILLPOINTE RD SPECIAL ASSMT BOND, SE	
42669	PO BOX 1558-GW4E64	11/05/2019		N		11,693.75
10/18/2019	COLUMBUS OH, 43216	/ /	0.0000	N		0.00
		11/05/2019		N		11,693.75

Open

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

358-000-997.000	BOND INTEREST PAYMENT					11,693.75
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VENDOR TOTAL: 11,693.75

SPIRITOFLLI	THE SPIRIT OF LIVINGSTON	10/16/2019	50981	FOA	SHIRTS/HOODIES WITH LOGO	
42623	3280 W GRAND RIVER	11/05/2019		N		218.50
10/16/2019	HOWELL MI, 48855	/ /	0.0000	N		0.00
		11/05/2019		N		218.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-719.100	UNIFORMS/CLOTHING ALLOWANCE	218.50

VENDOR TOTAL: 218.50

TOSHIBA	TOSHIBA BUSINESS SOLUTIONS	10/16/2019	5091270	FOA	OCTOBER 2019 - ESTUDIO2830C COLOR CO	
42662	PO BOX 927	11/05/2019		N		6.31
10/16/2019	BUFFALO NY, 14240	/ /	0.0000	N		0.00
		11/05/2019		N		6.31

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-299-930.000	REPAIRS & MAINTENANCE	6.31

VENDOR TOTAL: 6.31

TSQUARED	T-SQUARED DESIGNS, INC.	10/14/2019	5151	FOA	INTERIOR DESIGN SERVICES 25% COMPLET	
42629	P.O. BOX 864	11/05/2019		N		962.50
10/14/2019	BRIGHTON MI, 48116	/ /	0.0000	N		0.00
		11/05/2019		N		962.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
577-000-801.000	CONTRACTED SERVICES & RENTALS	962.50

VENDOR TOTAL: 962.50

VARCOE	VARCOE, CRAIG	10/15/2019	101519	FOA	4500 WATT ELEMENT	
42603	1220 CEDAR	11/05/2019		N		214.00
10/15/2019	FOWLerville MI, 48836	/ /	0.0000	N		0.00
		11/05/2019		N		214.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751-930.000	REPAIRS & MAINTENANCE	214.00

VENDOR TOTAL: 214.00

WATERTECH	WATER TECH	09/30/2019	46011	FOA	SEPT 2019	
42636	718 S MICHIGAN	11/05/2019		N		680.00

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
10/15/2019	HOWELL MI, 48843	/ /	0.0000	N		0.00
		11/05/2019		N		680.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
536-000-740.000	OPERATING SUPPLIES	680.00

VENDOR TOTAL: 680.00

TOTAL - ALL VENDORS: 183,116.70

FUND TOTALS:

Fund 101 - GENERAL FUND	28,998.33
Fund 204 - MUNICIPAL STREET FUND	108,000.00
Fund 206 - FIRE OPERATING	540.00
Fund 358 - MILLPOINTE ROAD DEBT SERVICE FUND	11,803.08
Fund 401 - CAPITAL PROJECTS FUND	8,975.00
Fund 536 - WATER SYSTEM FUND	5,250.85
Fund 577 - CABLE TV FUND	9,029.50
Fund 590 - SEWER OPERATIONS & MAINTENANCE FUND	265.44
Fund 595 - 2005 SEWER EXP BONDS	6,000.00
Fund 701 - TRUST AND AGENCY	1,596.00
Fund 702 - TRUST & AGENCY - NEW	2,658.50

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Susan Case, Finance Clerk

Subject: Approve Post Audit of Disbursements Between Board Meetings

Date: October 28, 2019

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 - \$20,183.72

October 31, 2019 Payroll - \$56,522.14

Financial Impact

Is a Budget Amendment Required? Yes No

All expenses are covered under the adopted FY20 budget.

Attachments

Post Audit Bills List 10.16.19

Post Audit Bills List 10.24.19

Payroll for 10.31.19

Check Date	Bank	Check #	Payee	Description	GL #	Amount
10/16/2019	FOA	39953	CONSUMERS ENERGY	UTILITIES - GAS	101-265-920.001	40.46
		39953		UTILITIES - ELECTRIC	206-000-920.002	39.32
		39953		UTILITIES - GAS	536-000-920.001	14.39
						94.17
10/16/2019	FOA	39954	GEN-X PYROTECHNICS	PARKS - SPECIAL EVENTS	101-751-955.000	4,000.00
10/16/2019	FOA	39955	JCI JONES CHEMICALS, INC	WATER TREAT. CHEMICALS	536-000-740.001	1,967.40
10/16/2019	FOA	39956	RESERVE ACCOUNT	SUPPLIES & POSTAGE	101-172-727.000	2.00
		39956		SUPPLIES & POSTAGE	101-191-727.000	89.70
		39956		SUPPLIES & POSTAGE	101-209-727.000	29.50
		39956		SUPPLIES & POSTAGE	101-215-727.000	0.50
		39956		SUPPLIES & POSTAGE	101-253-727.000	16.50
		39956		TAX COLLECTION	101-253-811.100	57.00
		39956		SUPPLIES & POSTAGE	101-299-727.000	261.05
		39956		SUPPLIES & POSTAGE	101-400-727.000	56.05
		39956		SUPPLIES & POSTAGE	101-441-727.000	104.00
		39956		SUPPLIES & POSTAGE	101-577-727.000	2.00
		39956		SUPPLIES/POSTAGE	536-000-727.000	26.32
		39956		SUPPLIES & POSTAGE	590-000-727.000	27.83
						672.45
10/16/2019	FOA	39957	XO COMMUNICATIONS	TELEPHONE	101-265-851.000	432.93
			TOTAL - ALL FUNDS	TOTAL OF 5 CHECKS		7,166.95

--- GL TOTALS ---

101-172-727.000	SUPPLIES & POSTAGE	2.00
101-191-727.000	SUPPLIES & POSTAGE	89.70
101-209-727.000	SUPPLIES & POSTAGE	29.50
101-215-727.000	SUPPLIES & POSTAGE	0.50
101-253-727.000	SUPPLIES & POSTAGE	16.50
101-253-811.100	TAX COLLECTION	57.00
101-265-851.000	TELEPHONE	432.93
101-265-920.001	UTILITIES - GAS	40.46
101-299-727.000	SUPPLIES & POSTAGE	261.05
101-400-727.000	SUPPLIES & POSTAGE	56.05
101-441-727.000	SUPPLIES & POSTAGE	104.00
101-577-727.000	SUPPLIES & POSTAGE	2.00
101-751-955.000	PARKS - SPECIAL EVENTS	4,000.00
206-000-920.002	UTILITIES - ELECTRIC	39.32
536-000-727.000	SUPPLIES/POSTAGE	26.32
536-000-740.001	WATER TREAT. CHEMICALS	1,967.40
536-000-920.001	UTILITIES - GAS	14.39
590-000-727.000	SUPPLIES & POSTAGE	27.83
	TOTAL	7,166.95

Check Date	Bank	Check #	Payee	Description	GL #	Amount
10/24/2019	FOA	39958	DTE ENERGY	UTILITIES - ELECTRIC	101-265-920.002	1,383.83
		39958		STREET LIGHTS	101-448-921.000	109.63
		39958		UTILITIES - ELECTRIC	101-751-920.002	130.95
		39958		UTILITIES - ELECTRIC	206-000-920.002	17.72
						1,642.13
10/24/2019	FOA	39959	MUTUAL OF OMAHA	ACCRUED STD/LTD BENEFITS	001-000-257.103	142.15
		39959		EMPLOYMENT EXPENSE	101-172-716.000	92.85
		39959		EMPLOYMENT EXPENSE	101-192-716.000	88.54
		39959		EMPLOYMENT EXPENSE	101-209-716.000	89.86
		39959		EMPLOYMENT EXPENSE	101-215-716.000	56.40
		39959		EMPLOYMENT EXPENSE	101-253-716.000	64.36
		39959		EMPLOYMENT EXPENSE	101-400-716.000	105.86
		39959		EMPLOYMENT EXPENSE	536-000-716.000	70.76
						710.78
10/24/2019	FOA	39960	PRINCIPAL LIFE INSURANCE CO	ACCRUED DENTAL BENEFITS	001-000-257.101	131.84
		39960		ACCRUED VISION BENEFITS	001-000-257.102	49.84
		39960		EMPLOYMENT EXPENSE	101-172-716.000	173.43
		39960		EMPLOYMENT EXPENSE	101-192-716.000	80.72
		39960		EMPLOYMENT EXPENSE	101-209-716.000	48.70
		39960		EMPLOYMENT EXPENSE	101-215-716.000	118.42
		39960		EMPLOYMENT EXPENSE	101-253-716.000	156.12
		39960		EMPLOYMENT EXPENSE	101-400-716.000	109.00
		39960		EMPLOYMENT EXPENSE	536-000-716.000	40.36
						908.43
10/24/2019	FOA	39961	PRIORITY HEALTH	ACCRUED MEDICAL BENEFITS	001-000-257.100	1,951.07
		39961		EMPLOYMENT EXPENSE	101-172-716.000	1,978.84
		39961		EMPLOYMENT EXPENSE	101-192-716.000	1,055.38
		39961		EMPLOYMENT EXPENSE	101-215-716.000	1,392.92
		39961		EMPLOYMENT EXPENSE	101-253-716.000	2,321.84
		39961		EMPLOYMENT EXPENSE	536-000-716.000	1,055.38
						9,755.43
TOTAL - ALL FUNDS				TOTAL OF 4 CHECKS		13,016.77

--- GL TOTALS ---

001-000-257.100	ACCRUED MEDICAL BENEFITS	1,951.07
001-000-257.101	ACCRUED DENTAL BENEFITS	131.84
001-000-257.102	ACCRUED VISION BENEFITS	49.84
001-000-257.103	ACCRUED STD/LTD BENEFITS	142.15
101-172-716.000	EMPLOYMENT EXPENSE	2,245.12
101-192-716.000	EMPLOYMENT EXPENSE	1,224.64
101-209-716.000	EMPLOYMENT EXPENSE	138.56
101-215-716.000	EMPLOYMENT EXPENSE	1,567.74
101-253-716.000	EMPLOYMENT EXPENSE	2,542.32
101-265-920.002	UTILITIES - ELECTRIC	1,383.83
101-400-716.000	EMPLOYMENT EXPENSE	214.86
101-448-921.000	STREET LIGHTS	109.63

10/28/2019 09:30 AM
User: SUSANC
DB: Hartland

CHECK DISBURSEMENT REPORT FOR HARTLAND TOWNSHIP
CHECK DATE FROM 10/24/2019 - 10/24/2019

Pag 2/2

Check Date	Bank	Check #	Payee	Description	GL #	Amount
101-751-920.002			UTILITIES - ELECTRIC			130.95
206-000-920.002			UTILITIES - ELECTRIC			17.72
536-000-716.000			EMPLOYMENT EXPENSE			1,166.50
			TOTAL			13,016.77

For Payroll ID: 344 Check Date: 10/31/2019 Pay Period End Date: 10/15/2019

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
10/31/2019	FOA	16574	GOODWIN, DENNIS R	202.44	156.73	0.00	Open
10/31/2019	FOA	16575	HENDRIX, PETER J	69.60	61.31	0.00	Open
10/31/2019	FOA	16576	PETRUCCI, JOSEPH M	1,000.00	857.06	0.00	Open
10/31/2019	FOA	16577	VOIGHT, KEITH R	226.00	199.10	0.00	Open
10/31/2019	FOA	DD6133	BAGDON, KELLY M	1,915.10	0.00	1,363.47	Cleared
10/31/2019	FOA	DD6134	BEAUDOIN, DIANA K	1,010.68	0.00	889.10	Cleared
10/31/2019	FOA	DD6135	BELTZ, KRISTEN A	879.00	0.00	696.00	Cleared
10/31/2019	FOA	DD6136	BROOKS, TYLER J	1,154.55	0.00	810.14	Cleared
10/31/2019	FOA	DD6137	CASE, SUSAN E	1,784.27	0.00	1,230.72	Cleared
10/31/2019	FOA	DD6138	CIOFU, LARRY N	2,583.33	0.00	1,892.07	Cleared
10/31/2019	FOA	DD6139	COBB, SUSAN M	24.57	0.00	21.64	Cleared
10/31/2019	FOA	DD6140	COLAIANNE, JOSEPH W	1,080.00	0.00	853.71	Cleared
10/31/2019	FOA	DD6141	DRYDEN-HOGAN, SUSAN A	3,211.28	0.00	2,292.67	Cleared
10/31/2019	FOA	DD6142	FOUNTAIN, WILLIAM J	2,583.33	0.00	2,152.77	Cleared
10/31/2019	FOA	DD6143	FOX, LAWRENCE E	496.50	0.00	437.41	Cleared
10/31/2019	FOA	DD6144	GERMANE, MATTHEW J	1,100.00	0.00	990.85	Cleared
10/31/2019	FOA	DD6145	GRISSIM, SUSAN L	180.00	0.00	165.77	Cleared
10/31/2019	FOA	DD6146	HARPER, GLENN E	1,000.00	0.00	857.06	Cleared
10/31/2019	FOA	DD6147	HEASLIP, JAMES B	3,075.58	0.00	2,111.48	Cleared
10/31/2019	FOA	DD6148	HORNING, KATHLEEN A	2,583.33	0.00	1,637.02	Cleared
10/31/2019	FOA	DD6149	JOHNSON, LISA	2,228.03	0.00	1,574.60	Cleared
10/31/2019	FOA	DD6150	KENDALL, ANTHONY S	27.70	0.00	25.58	Cleared
10/31/2019	FOA	DD6151	KLINE, CORI L	553.82	0.00	481.70	Cleared
10/31/2019	FOA	DD6152	KUMAR, ANDREW M	1,676.02	0.00	1,104.17	Cleared
10/31/2019	FOA	DD6153	LANGER, TROY D	3,390.25	0.00	2,406.39	Cleared
10/31/2019	FOA	DD6154	LENAGHAN, WILLIAM J	801.38	0.00	721.60	Cleared
10/31/2019	FOA	DD6155	MITCHELL, KYLE J	2,542.14	0.00	1,957.93	Cleared
10/31/2019	FOA	DD6156	MITCHELL, MICHAEL E	180.00	0.00	166.23	Cleared
10/31/2019	FOA	DD6157	MORGANROTH, CAROL L	2,037.40	0.00	1,565.89	Cleared
10/31/2019	FOA	DD6158	MURPHY, THOMAS A	180.00	0.00	158.58	Cleared
10/31/2019	FOA	DD6159	NEWSOM, JEFFERY E	90.00	0.00	83.11	Cleared
10/31/2019	FOA	DD6160	SHOLLACK, DONNA M	1,918.92	0.00	1,391.44	Cleared
10/31/2019	FOA	DD6161	VERMILLION, KAREN L	1,620.67	0.00	1,195.87	Cleared
10/31/2019	FOA	DD6162	VETTRAINO, ALEXANDER D	616.10	0.00	522.30	Cleared

For Payroll ID: 344 Check Date: 10/31/2019 Pay Period End Date: 10/15/2019

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
10/31/2019	FOA	DD6163	VOLLBRECHT, LYNN J	1,374.08	0.00	1,093.76	Cleared
10/31/2019	FOA	DD6164	WEST, ROBERT M	3,503.04	0.00	2,673.91	Cleared
10/31/2019	FOA	DD6165	WICKMAN, JAMES T	4,634.59	0.00	3,660.33	Cleared
10/31/2019	FOA	DD6166	WYATT, MARTHA K	2,988.44	0.00	2,159.49	Cleared
Totals:				Number of Checks: 038	56,522.14	1,274.20	41,344.76
Total Physical Checks:				4			
Total Check Stubs:				34			

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Larry Ciofu, Clerk

Subject: 10-07-19 Hartland Township Board Special Meeting Minutes

Date: October 30, 2019

Recommended Action

Move to approve the Hartland Township Board Special Meeting minutes for October 7, 2019.

Discussion

Draft minutes are attached for review

Financial Impact

None

Attachments

HTB Meeting Special Minutes – 10-07-19 - DRAFT

HARTLAND TOWNSHIP BOARD STATE OF THE TOWNSHIP DRAFT MINUTES

October 7, 2019 – 4:00 PM

Call to Order – THE MEETING WAS CALLED TO ORDER BY SUPERVISOR WILLIAM FOUNTAIN AT 4:00 PM

Roll Call

PRESENT: Larry N. Ciofu, William Fountain, Kathie Horning, Joe Colaianne, Matt Germane, Glenn Harper,
Joe Petrucci

ABSENT: None

Also present was Township Manager James Wickman, Communications Director Lynn Vollbrecht and Project Coordinator Andrew Kumar.

State of the Township Address

Supervisor Fountain called the meeting to order with the Pledge of Allegiance. He thanked Emagine Theater for providing the venue for the fifth annual State of the Township Address and then recognized the Township Board of Trustees. He introduced State Senator Hank Vaupel and Mona Shand, representing Elissa Slotkin's Congressional Office and thanked those in attendance for taking time out of their busy schedules to attend today's event. Supervisor Fountain gave an overview of the Partners in Progress group consisting of the Hartland Area Consolidated Schools, the Hartland Chamber of Commerce, the Cromaine Library and Hartland Township. This group meets twice a year to discuss the issues that are going on in the township, to establish communication lines to identify common goals that we all are trying to achieve, and to develop marketing strategies for our community as a whole. From these meetings the Hartland Living – A Community Connected brand was created. This past year the Partners in Progress developed the HartlandLiving website, basically a one stop shop for all of the activities going on in the Hartland community. Supervisor Fountain recognized Ceci Marlow from Cromaine Library, who has been actively involved with the Partners in Progress and is an active member of many community events in Hartland. He wished her well in her upcoming retirement and thanked her for all of the work she has done in the community. Supervisor Fountain then gave a brief overview of the growth in Hartland and the approach to Smart Growth, where "Quality Planning meets Community Values, Sound Planning and Harmonious Land Use" and the work of the Planning Commission in this effort. He gave a brief overview of the Road Millage, traffic concerns, and future road projects. Supervisor Fountain then provided a brief summary of the goal to be "Business Friendly, Business Ready" and our efforts in bringing in Bob Gibbs, a nationally renowned Retail Market Planner. The Retail Market Analysis video was then presented to the audience in which Mr. Gibbs "put Hartland in the top five percent of places we've been in terms of the quality of the buildings, the signage, the landscaping, the street design, the parking lots, lighting and all of that are really amongst the top we have seen in our practice." Supervisor Fountain then gave an overview of the recent, future, and ongoing development in Hartland, walkable residential growth, and public hearings we hold for all developments in the township. Supervisor Fountain reviewed our approach to being Fiscally Friendly, highlighting the Townships initiative in lowering the interest rate on the M-59 Road Bonds that saved developers over \$845,000 in interest on the balance of their bonds. In addition, the Millpointe Road Special Assessment costs were around \$200,000 under budget, which provided an over \$1,000 refund to 200 plus homeowners in the subdivision. He stated that one of the goals of the Township Board was to come up with a percentage of the General Fund revenue that we would invest back into the community, for parks, sidewalks and other projects. This goal was set at 22% of the General Fund revenue and this goal was met thanks to the work of the Board of Trustees and the Township Staff. Supervisor Fountain then gave a brief overview of our Family Friendly environment, highlighting Settler's Park, Heritage Park, and Spranger Field and the events that are held at these parks that have a ripple effect on the economy of the community. He also highlighted some of the special events held in the community, such as the sixth annual Winterfest in February, the Memorial Day Parade, and the Settler's Park's Playground groundbreaking ceremony. Supervisor Fountain also highlighted the Hartland Consolidated School system, which ranked in the top 3 percent of Michigan's safest schools, the top 5 percent of the state's overall best school districts and has a teaching staff the ranks in the top sixth percentile in the state. He also gave a brief overview of the upcoming Citizen's Survey that we do every three years and that this should come out at the end of the month. Supervisor Fountain then introduced the Volunteer

of the Year video highlighting the Volunteer of the Year candidates and announcing the winner of this year's Volunteer of the Year, Karen Quinn.

Stefanie Furge of Cromaine Library then presented Karen Quinn with the Volunteer of the Year Award for her work with Hartland SOUP and the Hartland Volunteers, a group she organized to provide local youth the opportunity to give back to the community by helping those in need. Supervisor Fountain again thanked everyone for attending today's event and stated that the Board would be around to answer questions.

Adjournment

Move to adjourn the meeting at 4:35 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kathie Horning, Treasurer
SECONDER:	Larry Ciofu, Clerk
AYES:	Ciofu, Fountain, Horning, Colaianne, Germane, Harper, Petrucci

Submitted by,

Larry N. Ciofu
Clerk

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Larry Ciofu, Clerk

Subject: 10-15-19 Hartland Township Board Regular Meeting Minutes

Date: October 30, 2019

Recommended Action

Move to approve the Hartland Township Board Regular Meeting minutes for October 15, 2019.

Discussion

Draft minutes are attached for review.

Financial Impact

None

Attachments

HTB Meeting Minutes – 10-15-19

DRAFT

1. Call to Order

The meeting was called to order by Supervisor William Fountain at 7:00 PM

2. Pledge of Allegiance

3. Roll Call

PRESENT: Supervisor Fountain, Clerk Ciofu, Trustee Colaianne (7:27 p.m.), Trustee Germane, Trustee Harper, Trustee Petrucci
ABSENT: Treasurer Horning

5. Call to the Public

No one came forward.

6. Approval of the Meeting Agenda

Move to approve the agenda for the October 15, 2019, Hartland Township Board meeting as presented.

Motion made by Trustee Harper, Seconded by Trustee Germane.
Voting Yea: Supervisor Fountain, Clerk Ciofu, Trustee Germane, Trustee Harper, Trustee Petrucci
Voting Nay: None Absent: Treasurer Horning, Trustee Colaianne

7. Approval of Consent Agenda

Clerk Ciofu would like to add one item to the consent agenda, and that is to move the rain out date to October 25, 2019, for the Hartland High School Fireworks that were approved on August 20, 2019. They have been rained out twice now and are now scheduled for the next Home Football game.

Move to approve the consent agenda for the October 15, 2019, Hartland Township Board meeting as amended.

Motion made by Trustee Petrucci, Seconded by Trustee Harper.
Voting Yea: Supervisor Fountain, Clerk Ciofu, Trustee Germane, Trustee Harper, Trustee Petrucci
Voting Nay: None Absent: Treasurer Horning, Trustee Colaianne

- a. Approve Payment of Bills
- b. Approve Post Audit of Disbursements Between Board Meetings
- c. Approve 09/26/19 Special Board Meeting Minutes
- d. Approve 09/30/19 Special Board Meeting Minutes
- e. Approve 10/01/19 Regular Board Meeting Minutes
- f. Approve 10/04/19 Special Board Meeting Minutes
- g. Approve Winterfest Fireworks Permit (02/08/20), Contract & Deposit (\$4,000)
- h. Approve Cemetery Tree Removal Proposal & Budget Amendment (\$5,500)
- i. Ratify Hiring T. Brooks as DPW Operator I (\$17.90/hour), Effective 10/7/2019

8. Pending & New Business

- a. M-59 East Water System Design Engineering

Public Works Director Bob West presented a recommendation to move forward with the design proposal from HRC to get us to the permitting process for extending the water main to the M-59 east corridor of Fenton Road/Pleasant Valley Road. There are some potential

HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

October 15, 2019 – 7:00 PM

developments in the works out in that area and they have all requested and desired to be connected to Hartland's Municipal Water System. We are still working through the negotiations of how the connection fees and payment for the construction will be handled, but in an effort to show good faith to these developers, and to avoid any delays, the Public Works Department is recommending to move forward with the design process. Regardless if these developments come to fruition, the water main will eventually come to this area as the density desired for development in this area will require connection to the water system. Therefore, there is minimal risk in moving forward with the design. The design phase could take four to six months and the permit process through EGLE will take two to three months, so we are trying minimize any delays in going forward with the project as anticipated. Trustee Germane inquired as to the cost estimates for the design, and Director West stated it would be around \$175,000 which does not cover any construction costs. Trustee Germane also inquired as to whether the proposed design will include the north side loop for the system and Director West explained that it did not include the north side. Supervisor Fountain inquired as to how far the extension would go to the east. Director West stated that the water line would run to the golf course property and the developers would be required to bring it to and through their property. The engineering design will go all the way through to Pleasant Valley. Manager Wickman gave a brief overview on the water CIP fund of which this design cost would be a small portion of the fund, and a briefly explained the risks associated with the funding of the design costs. Trustee Germane inquired as to the Bullard Road items in the budget and Manager Wickman explained that Hartland Glen wanted to get this portion engineered and that they would need topographical surveys and since we would be there, we incorporated this into the design. Hartland Glen will pay upfront for this design work. A discussion was held on the water main extension cost in conjunction with the REU purchase cost being borne by the developer and the associated risks to the township.

Move to approve the budget amendment and HRC proposal for the east water main extension, not to exceed \$175,000.

Motion made by Clerk Ciofu, Seconded by Trustee Harper.

Voting Yea: Supervisor Fountain, Clerk Ciofu, Trustee Germane, Trustee Harper, Trustee Petrucci Voting Nay: None Absent: Treasurer Horning, Trustee Colaianne

9. Board Reports

- Trustee Germane - No report.
- Trustee Harper - No report.
- Trustee Petrucci - No report.
- Clerk Ciofu - No report.
- Supervisor William Fountain - No report.

[BRIEF RECESS]

10. Information / Discussion

a. Pathways Plan

Trustee Colaianne joined the meeting via teleconference. Manager Wickman provided a brief overview of the history of the sidewalk plan, the current status of the plan, and then led a discussion on the future phases of the plan. Discussion was held on the importance of walkability from the Gibb's study and the overall connectivity within the township. Trustee Colaianne mentioned the pathway work being done in Highland Township with the road

HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

October 15, 2019 – 7:00 PM

expansion and wanted to make sure we considered this if we are to continue this path through Hartland. Manager Wickman acknowledged the potential opportunities for leveraging on this, but we are not looking at east of US-23 pathways at this time. Our focus has been on the pathways to the west of US-23, as this is the most populated area to address as the next phase. Director West presented the 2020 Proposed Pathway Conceptual Costs plan and led a discussion of the pros and cons of the various sections outlined in the plan. The Board discussed the Dunham Road sidewalk from Settlers Park to Hartland Road, including route design, foot traffic projections, and possible savings from a potential school building project that would include part of these sidewalks. Potential savings may also be available for the section on the south side of M-59 between Eagle Express and First Merit Bank that may possibly be an MDOT project with the scheduled M-59 road project in this area. The Board also discussed the section south of M-59 from Old US-23 to the Oakbrooke Apartments, regarding the fact that 40% of this path would be on vacant land where the path would be removed if this land is developed in the future, route location as it relates to topographical issues and right of ways, and safety concerns regarding sections nearing the M-59 roadway. Other areas discussed were the north side of M-59 from Village Manor to the Shops at Waldenwoods and the south side of M-59 from Fiddler's Grove to San Marino. Further discussion was held on other sections not included in the plan that may need to be looked at with regards to potential residential development. The consensus of the Board was to further explore the pathway on the south side of M-59 from Old US-23 to Oakbrooke Apartments with the potential to locate a portion of the path on the M-59/Old US-23 developer's property.

b. Manager's Report

Manager Wickman stated that the Township Attorney has reached out to the Livingston County Board of Public Works attorney regarding the septage receiving station issues, but has not had a response to date. The applicant for the liquor license has been slow to submit the additional documents on an updated financial plan regarding the purchase of the REU's and the self funding portion of the plan. This would then go for staff review and attorney review before being submitted to the Liquor License Committee. Manager Wickman stated that we do not have much on the schedule for work sessions and there may be cancellation of a meeting in November and/or December. The Robotics team is working on a project to solve a community problem and inquired of the Board to have a representative speak to them on October 18, 22 or 29. Manager Wickman stated that the Admin Committee has set a tentative date for the staff Christmas Party of December 12, 2019. He also stated we have received 6-7 proposals for engineering services from the RFQ and we should be finalizing the short list this week, with interviews tentatively scheduled for the week of November 11. He invited interested Board members to be part of the panel. Manager Wickman is working with staff on the Strategic Plan and should have a draft for a Board work session in the near future. IT Right has agreed to phase in their recently announced price increase over three years. Trustee Petrucci inquired as to the status of the Belle Vita and the Animal Hospital projects, and Manager Wickman stated that Bella Vita was having issues with contractors that have delayed the completion of this project, and that the Animal Hospital should be issued a certificate of occupancy in the very near future. Trustee Germane inquired as to the Capital Improvement Plan update and Manager Wickman gave a brief overview of the unrestricted cash balance of the fund. Trustee Germane also inquired as to moving the State of the Township to various locations within the Township on a yearly basis and after a brief discussion it was agreed that we would pursue a larger room at Emagine for next year, but were open to changes in the time of the meeting. Trustee Germane also inquired as to the information sent out on REU's and Manager Wickman stated that this was in response to

HARTLAND TOWNSHIP BOARD OF TRUSTEES REGULAR MEETING MINUTES

October 15, 2019 – 7:00 PM

potential changes in zoning areas to less dense uses and the effects that this would have on our projected REU sales. This information was to assure the Board that we were in good shape with regards to projected REU sales. A brief discussion was held on REU cost reduction methods. Manager Wickman stated he will be at the ICMA Conference from October 19 -23.

11. Adjournment

Move to adjourn the meeting at 8:45 p.m.

Motion made by Trustee Germane, Seconded by Trustee Harper.

Voting Yea: Supervisor Fountain, Clerk Ciofu, Trustee Colaianne, Trustee Germane, Trustee Harper, Trustee Petrucci Voting Nay: None Absent: Treasurer Horning

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Kathie Horning, Treasurer

Subject: Approve LESA Summer Tax Collection Agreement

Date: October 29, 2019

Recommended Action

Move to approve the Supervisor signing the Summer Tax Collection Agreement with LESA for 2020, allowing the Treasurer to collect taxes during the summer collection period.

Discussion

Each year for the summer tax collection period we sign an agreement for the Treasurer to collect on the tax roll. The 2020 agreement will allow the Treasurer to collect for \$3.00 per parcel.

Financial Impact

Is a Budget Amendment Required? Yes No

Attachments

2020 LESA Summer Tax Collection Agreement

SUMMER TAX COLLECTION AGREEMENT

The Township of Hartland with offices located at 2655 Clark Rd., Hartland, Michigan (the "township") pursuant to 1976 PA 451, as amended, for the purposes of providing for the collection by the Township of a summer levy of Livingston Educational Service Agency, Michigan (the "Agency") property taxes for the year 2020 and hereafter as provided below:

The Agency and the Township agree as follows:

1. The Township agrees to collect 100% of the total school millage in the summer as certified by the Agency for levy on all taxable property in addition to and not within the K-12 school district summer tax collection, including principal residence and other exempt property not subject to the 18 mill levy within the Hartland Consolidated School district.
2. All interest and penalties, other than collection fees, that are imposed prior to the date the taxes are returned delinquent and that are attributable to school taxes, shall belong to the Agency.
3. The Agency agrees to pay the Township costs of assessment and collection at \$3.00 per parcel which represents reasonable expenses incurred by the Township in assessing and collecting Agency taxes, to the extent that the expenses are in addition to the expenses of assessing and collecting other taxes at the same time.
4. The Agency shall certify to the Township Treasurer the school millage to be levied on property for summer collection to the Township via a signed L-4029 within 3 weeks of Livingston County Equalization delivering their tax roll information to the Agency, or by June 15, whichever is earlier.
5. The Township Treasurer shall account for and deliver summer school tax collections to the Agency within ten (10) business days from the 1st and 15th of each month via electronic transfer, if and when possible.
6. In the event that state law is amended necessitating changes to this Agreement, the parties agree to negotiate changes to the Agreement in good faith to conform the Agreement to state law. Collection of summer taxes and payment for said collection shall not be disrupted or delayed due to the negotiation of or revision to this Agreement.
7. By execution of this Agreement, both parties certify and represent that the Agreement is authorized by the laws of the State of Michigan, that the individuals responsible for collecting the Agency taxes are and will be in compliance with all laws pertaining to their duties and responsibilities as a tax collecting agent, and that the signors are authorized by their respective governing bodies to execute this Agreement.
8. This Agreement is effective on the date of its execution and shall expire twelve months from the effective date.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates indicated below.

LIVINGSTON EDUCATIONAL SERVICE AGENCY, MICHIGAN

By *Teresa A. Zigman*
Teresa A. Zigman

Its: Assistant Superintendent for Administrative Services

Dated: October 10, 2019

TOWNSHIP OF HARTLAND: _____

By _____

Its _____

Dated _____

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Andrew Kumar, Project Coordinator

Subject: Approve Township Hall Closure at 4:00pm on Thursday, December 12, 2019

Date: October 31, 2019

Recommended Action

To approve closure of the Township Hall at 4:00pm on Thursday, December 12, 2019 and grant up to two hours of additional paid leave to all full-time staff regularly scheduled after 4:00pm.

Discussion

This office closure will accommodate the Hartland Township Staff Christmas Party and is in line with our past practice.

Financial Impact

Is a Budget Amendment Required? Yes No

Attachments

None

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Andrew Kumar, Project Coordinator

Subject: Confirm Supervisor's Appointments to Planning Commission & Zoning Board of Appeals (01/01/20 – 12/31/22)

Date: October 31, 2019

Recommended Action

Move to confirm the Supervisor's appointments – Sue Grissim and Thomas Murphy to Planning Commission (01/01/20 – 12/31/22), and Mike Mitchell and Ed Seguin to Zoning Board of Appeals (01/01/20 – 12/31/22).

Discussion

After speaking with Supervisor Fountain, he would like to reappoint these incumbents for their next terms: Sue Grissim and Thomas Murphy to the Planning Commission (PC), and Mike Mitchell and Ed Seguin to the Zoning Board of Appeals (ZBA).

Supervisor Fountain and Planning Commission Chairman Fox will be interviewing three candidates for the PC seat currently held by Jeff Newsom, who is not seeking reappointment. These interviews will be completed on 11/4 and 11/5. A recommendation for appointment will be made for this seat before the 11/5 Board meeting.

A ZBA alternate with an expiring term is also one of the candidates for the PC seat. Supervisor Fountain would also reappoint her, if not selected to the PC. Otherwise, we would have an open alternate seat.

Financial Impact

Is a Budget Amendment Required? Yes No

Attachments

APPLICATION FOR SERVICE ON A BOARD, COMMISSION, OR COMMITTEE



The Township's committee system is a way for engaged citizens to take part in local government and decision-making. We appreciate your interest in serving your community! Please deliver this completed form to **Hartland Township Manager, 2655 Clark Road, Hartland, MI 48353**, by email to **jwickman@hartlandtwp.com**, OR by fax at **(810) 632-6950**. If you have any further questions, please contact the Township Manager James Wickman at (810) 632-7498.

Legal Name: James William Bunn

Home Phone: _____

Address _____

Work Phone: _____

Email: _____

Other Phone: _____

You may also attach a separate letter of interest, résumé or other summary of your background and experience for appointment to this body. Thank you.

1. On which Board, Commission or Committee are you interested in serving? Planning Commission
2. Are you a resident of Hartland Township? yes If so, for how long? 35 years
3. Will other commitments make regular attendance at meetings difficult? no
4. How many meetings of this body have you attended in the past two years? 2-3
5. Why would you like to serve on this public body?

As a life time resident of Hartland, I feel the need to give back to the community that I love. I've grown up here, played sports here, moved back with my family that is now growing up here. I also work in Hartland as a real estate agent and am very involved within the community. I've served as Hartland's head football commissioner for 2 years as well as volunteered as a football & wrestling coach.

APPLICATION FOR SERVICE ON A BOARD, COMMISSION, OR COMMITTEE
(continued)

6. What skills would you bring to the table, which will benefit the Township?

I am a great team player and work well with others. I think outside the box at times, but know how to get things done. I love exploring different ideas and presenting them in an easy way. Great communication skills and people skills.

7. Please briefly summarize the following (education, employment, civic involvement):

I went to Hartland High School, then graduated with a Bachelor of Science degree from Oakland University. I work with Remark Platinum and am a partner of Dan Callan. Again, I've been very involved with the local youth sports programs.

8. Please share any additional comments on why you should be appointed:

I feel as if I'd be a great addition to Hartland's Planning Committee. As a resident for most of my life, I feel the need to give back. As a real estate agent I feel that I have some knowledge that will help with the future of Hartland. I attended the Gibbs Planning presentation and was pleasantly surprised by what Hartland can accommodate in terms of future business opportunities and I'd love to be involved in making those happen!

APPLICATION FOR SERVICE ON A BOARD, COMMISSION, OR COMMITTEE



The Township's committee system is a way for engaged citizens to take part in local government and decision-making. We appreciate your interest in serving your community! Please deliver this completed form to **Hartland Township Manager, 2655 Clark Road, Hartland, MI 48353**, by email to **jwickman@hartlandtwp.com**, OR by fax at **(810) 632-6950**. If you have any further questions, please contact the Township Manager James Wickman at (810) 632-7498.

Legal Name: Michelle M. LaRose

Home Phone:

Address:

Work Phone:

Email:

Other Phone: N/A

You may also attach a separate letter of interest, résumé or other summary of your background and experience for appointment to this body. Thank you.

1. **On which Board, Commission or Committee are you interested in serving?** Planning Commission

2. **Are you a resident of Hartland Township?** Yes **If so, for how long?** 8.5 years

3. **Will other commitments make regular attendance at meetings difficult?** No

4. **How many meetings of this body have you attended in the past two years?** One

5. **Why would you like to serve on this public body?**

The high standards of Hartland equate to a higher quality of life for residents and business owners. Serving on the Hartland Township Planning Commission is an opportunity to become a stronger part of the Hartland community by applying my experience and skills to uphold the Township's values as we continue to grow and develop.

APPLICATION FOR SERVICE ON A BOARD, COMMISSION, OR COMMITTEE
(continued)

6. What skills would you bring to the table, which will benefit the Township?

My general skills include organization, attention to detail, and self-discipline. I am even-tempered, always maintain professionalism, and communicate in a respectful and tactful manner in any situation. I have experience serving on multiple boards and understand the processes a board follows to conduct business in a logical and professional manner.

My technical skills will be complementary to the current Planning Commission members. I have worked with municipalities since the beginning of my career, working in both the private and public sectors. Specifically, below are some of the skills I can contribute to the Township as a member of the Planning Commission:

- Ability to read and understand site plans
- Experience communicating with various stakeholders, including municipal staff, landowners, developers, contractors, and state regulatory agencies
- Understanding of the development process including planning, design, and construction
- Ability to recognize potential impacts that zoning changes and developments can have on a community and the environment

Through my professional work with the Livingston County Drain Commissioner I have developed positive relationships with Township DPW and planning staff. I look forward to strengthening these relationships and developing connections with the Township leaders that serve on the Board and Planning Commission.

7. Please briefly summarize the following (education, employment, civic involvement):

EDUCATION:

- B.S. Environmental Engineering, Michigan Technological University (2002)
- M.S. Geographic Information Systems, Eastern Michigan University (2009)
- Professional Engineer (P.E.) registered in Michigan

EMPLOYMENT:

- Livingston County Drain Commissioner (2014 – Present)
- Cardno JFNew (2010 – 2014)
- OHM (2002 – 2010)

CIVIC INVOLVEMENT:

1. Hartland Township Zoning Board of Appeals
Alternate Board Member (2018 – present)

2. Michigan Water Environment Association (MWEA)
 - Editor-in-Chief, *MWEA Matters* (2010-Present)
 - Experience on the MWEA Board:
 - Future President (2020-2021)
 - Current President-Elect (2019-2020)
 - Past Vice-President (2018-2019)
 - Past Treasurer (2013-2016)

3. Livingston County Spencer J. Hardy Airport
Aeronautical Facilities Board Member (2016 – present)
4. Michigan Association of County Drain Commissioners (MACDC)
Communications Committee Chair (2015 – present)
5. Huron River Watershed Council (HRWC)
Board Member (2014 – present)
Executive and Finance Committees (2016 – 2018)

8. Please share any additional comments on why you should be appointed: No additional comments

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Robert West, Director of Public Works
Subject: HCS Winter Maintenance Pathway Agreement
Date: October 31, 2019

Recommended Action

Authorize the Supervisor to execute the winter services agreement for the Hartland Road Sidewalk with Hartland Consolidated Schools, not to exceed \$4,000.

Discussion

Hartland Consolidated Schools (HCS) have agreed to enter into an annual cooperative partnership to assist the Township with winter maintenance (salting and snow clearing) of the Hartland Road pathway adjacent to Spranger Fields. HCS is extending the 2018 pricing of \$4,000 total for these services.

The agreement covers the section of pathway from Crouse Road to Dunham Road.

HCS has requested use of the entrance of Heritage Park as a school of choice bus stop when, and if, it becomes needed. HCS requests that the Township plow the entrance to the park for parent parking during loading/unloading. In return for this plowing, HCS will reduce the Hartland Road pathway plowing seasonal cost by \$1,000. Any required plowing of the Heritage Park entrance will be done by Public Works staff. HCS has yet to request this option in the past two years.

Financial Impact

Is a Budget Amendment Required? Yes No

If there is a financial impact, include it here. If not, delete this section.

The approved Township budget has allocated \$4,000 for the HCS agreement, so no budget amendment is required.

Attachments

HCS Pathway Winter Maintenance Agreement

HARTLAND CONSOLIDATED SCHOOLS

9525 Highland Road
Howell, Michigan 48843



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

September 13, 2019

Robert West
Public Works Director
2655 Clark Road
Hartland, MI 48353

Dear Robert,

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

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

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

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

Sincerely,
Matt Marino

Hartland Township agrees to pay Hartland Consolidated Schools \$4,000 per season starting November 1, 2019 through April 1, 2020



Hartland Consolidated Schools

Hartland Township

10/29/19

Date

Date

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Jim Heaslip, Assessor

Subject: Assessing Budget Amendment

Date: October 23, 2019

Recommended Action

Move to approve the budget amendment of \$12,000 for assessing legal fees.

Discussion

The current assessing legal fees account is in deficit due to the Hartland ABG tax tribunal. The actual cost was more than the amount allocated within the assessing budget. In addition, the Hartland Glen court of appeals case continues with oral arguments heard at the beginning of October. This is the second court of appeals case that refers back to the sewer assessment on the property. The Board previously reviewed this case and approved this course of action.

Financial Impact

Is a Budget Amendment Required? Yes No

Reallocate \$12,000 to Assessing Legal Fees 101-209-826.000. The funds will be covered from the general fund surplus.

Attachments

None

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Susan Dryden-Hogan, Finance Director
Subject: Transfer General Fund Surpluses to Capital Projects
Date: October 30, 2019

Recommended Action

Move to approve the transfer of \$357,175 from General Fund to Capital Projects Fund, including the corresponding budget amendment as presented.

Discussion

As in previous years, the Board has elected to transfer all excess General Fund annual surpluses to the Capital Projects Fund for future improvements. Annual surpluses for FY18 and FY19 total \$357,175 (see attached summary financial report). Staff recommends transferring those surpluses now and approval of the corresponding necessary budget amendment. After this transfer the General Fund (GF) fund balance remains slightly over 100% of FY2020 budgeted expenditures.

GF fund balance after transfer = \$2,637,973
Amended GF FY20 Expenditures = \$2,618,380

Financial Impact

Is a Budget Amendment Required? Yes No

In the amount of \$357,175:

Increase: GF (101) Transfer to Capital Projects: 101-901-999.401
Increase: Capital Projects (401) Transfer from General Fund: 401-000-699.101

Attachments

BS&A GF History Report of FY18 & FY19 surpluses

Month Ended: March

GL NUMBER	DESCRIPTION	BALANCE AS OF 03/31/2018	BALANCE AS OF 03/31/2019
Fund 101 - GENERAL FUND			
Fund 101 - GENERAL FUND: NET OF REVENUES & EXPENDITURES		208,563.57	148,611.36
BEG. FUND BALANCE		2,637,973.77	2,846,537.34
END FUND BALANCE		2,846,537.34	2,995,148.70

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Troy Langer, Planning Director

Subject: Liquor License Application #19-001 – Two Guys Sushi, LLC – Class C

Date: October 29, 2019

Recommended Action *(from the Liquor License Review Committee)*

Move to approve the Local Approval Resolution for a new quota Class C Liquor License for Two Guys Sushi, LLC.

Discussion

The Township has received a liquor license application from Two Guys Sushi, LLC, (Hatorando Sushi), Hartland, MI for a Class C license. The application was received in response to the notice of the Township's intent to make new liquor licenses available.

According to the notice of intent, the applicant for a new license must submit a full application, fee and required supporting documentation in accordance with the Hartland Township Liquor License Ordinance, No. 60. The first part of the required supporting documentation provides general information on the applicant, financial means, general character and criminal background check. The second part of the submittal relates to the site location, design and operation and impact on the surrounding area and Township.

Application Requirements

The following background information is required by the applicant:

1. Ownership. The name, age, address, if an individual, or the corporation officers, stock holders as applicable.

The applicant has provided the Articles of Organization that indicates Two Guys Sushi, LLC is an entity that was filed with the State of Michigan on October 18, 2018. Joseph D. Torrence is registered as the agent and organizer of this entity. Randall F. Palermo is registered as the other Organizer of this entity. The address for this entity is 9159 Blueberry Hill, Howell, MI 48843.

2. Citizenship of Applicant.

This information has not been confirmed. The applicant is Joseph Torrence, and on the application he has indicated that he was born in Waterbury, CT on January 5, 1963. Also, the Two Guys Sushi, LLC is an organization filed in the State of Michigan in October of 2018. This response seems consistent with prior applications.

3. Character of business.

Two Guys Sushi is a moderately priced full service casual restaurant that can seat 100 plus patrons. The business objectives are to provide sushi-style restaurant in Hartland, provide high quality meals at a reasonable price, and to provide a sports themed lounge with a full service bar.

4. Length of time engaged in the business.

According to the Articles of Incorporation, Two Guys Sushi, LLC was filed with the State of Michigan on October 18, 2018. The applicant claims that the managing partner Zhi Li has over 20 years in the Japanese restaurant industry. Also, the restaurant and bar manager, Rebecca Hampton, has over 25 years of restaurant management experience. Although affidavits from these individuals were not made part of the application. In this case, the applicant provided an affidavit statement at the beginning of the application to state the materials in the entire application are true and accurate.

5. The applicant's financial status and the ability to build and/or operate the proposed facility.

The applicant has provided personal financial statements for Joseph D. Torrence, which also contains Karen E. Torrence's signature; and for Randall F. Palermo. The applicant has also provided a copy of a "Proof of Financial Responsibility" application form, as part of the Michigan Department of Licensing and Regulatory Affairs Liquor Control Commission application. The form is completed for Two Guys Sushi, LLC and indicates that they have liquor liability insurance in the amount of at least \$50,000.

Other applications have included an affidavit that outline how the project will be financed. In the current application they have only provided the financial statements. In this case, the applicant provided an affidavit statement at the beginning of the application to state the materials in the entire application are true and accurate.

6. Proof of ownership of the property or lease of the property.

Attached is the Lease between Hartland Plaza, LLC and Two Guys Sushi, LLC.

7. Statement regarding past applications and the disposition of the other applications.

The applicant has provided a written statement that indicates that they have not made any other application for a similar on premises license or any other liquor license. In this case, the applicant provided an affidavit statement at the beginning of the application to state the materials in the entire application are true and accurate.

8. Statement that the applicant has never been convicted of a felony or a crime involving moral turpitude, violence or alcoholic liquors and is not disqualified to receive a license.

The applicant has provided a written statement that the applicant has never been convicted of a felony or a crime involving moral turpitude, violence or alcoholic liquors. In this case, the applicant provided an affidavit statement at the beginning of the application to state the materials in the entire application are true and accurate.

9. Statement that the applicant will not violate any of the laws of the state of the United States or any ordinance of the Township in the conduct of its business.

The applicant has provided a letter that indicates the applicant will not violate any of the laws of the State of Michigan, or of the United States or any ordinance of the Township in the conduct of its business. In this case, the applicant provided an affidavit statement at the beginning of the application to state the materials in the entire application are true and accurate.

10. A statement as to what type of license is requested.

The application has indicated in various places in the written materials that they are requesting a Class C liquor license. They have applied for such a liquor license from the Township, and the Township is holding an escrow account during the review of the liquor license. Other applicants provided a copy of their application to the State of Michigan. This application did not include that document. The Township Board will have to determine if it would like to see that application as part of the review.

11. A completed and signed Proof of Financial Responsibility Form (LC-95).
The applicant has provided a copy of the "Proof of Financial Responsibility."

12. A copy of all records which may be in the possession of the LCC pertaining to the applicant, its investigation of the applicant and previous and existing liquor licenses issued to the applicant.
This information was not included in the packet and would be required prior to the Township Board's review. The State of Michigan will complete a current investigation of the applicant if the Township grants permission to make application for a license held in escrow.

Other Review Factors

The Planning Department has completed a cursory review of the plans and site visit. As part of the liquor license application, the Township Board may consider several site and operational factors, including but not limited to site access, the impact of liquor licensed establishment at the location, the ratio of food to alcohol sales and the uniqueness of the proposed business. The Planning Department has reviewed only those factors that pertain specifically to the site and building capacity for the proposed change, i.e. vehicular movement, parking availability, substantial renovations.

As background to the proposed development, the Two Guys Sushi, LLC received Land Use Permit approval from the Hartland Township in September of 2019. The plans are for interior remodel of an existing building. The plans also show an outdoor patio; however, the outdoor patio will require Site Plan Review approval from the Planning Commission. At this time, the applicant has indicated they desire to proceed without the outdoor seating and will make that request at a later time.

The proposed restaurant, Hatorando Sushi and Bar will contain 2,980 square feet in the Hartland Plaza shopping complex, which contains approximately 18.16 acres of area.

The Liquor License Ordinance No. 60 outlines other review factors that the Township Board may consider, as part of its review. Outlined below is an analysis of those standards. Some of the standards are not discussed in detail below for various reasons. The Township Board may consider the following factors:

1. The appropriate relationship between buildings and land uses.
The 18.16 acre Hartland Plaza development is mostly developed with commercial buildings; however, there are some undeveloped portions of the site where future buildings could be constructed. Located to the west is the Rural King development (former Wal-Mart development). Located to the north is the existing McDonald's restaurant, BP automotive fueling station, and Checkers restaurant. Located to the east is wetland area and a bank.
2. Total number of similar licenses in the Township Board.
There are currently no other similar style restaurants that offer the sale of liquor in Hartland Township; however, there are several other restaurants that offer the sale of liquor
3. Input from residents and surrounding business owners.
The Board may want to consider input from residents and surrounding business owners.
4. Impact of the establishment on surrounding businesses and neighborhoods.
The applicants are hoping that the proposed restaurant will provide a unique dining experience that will attract customers from around the area and a draw to the area, which may lead to further economic development in the area.

5. Pedestrian and vehicular movement.

Although the proposed development is more focused on the automobile traffic pattern, there are pedestrian walkways around the development and accessibility to the proposed development for pedestrians.

6. Parking availability.

Hartland Plaza was approved with a total of 275,411 square feet of retail space. The entire development is required to provide 992 off-street parking spaces; and 1,178 off-street parking spaces are provided. The proposed restaurant will not require additional off-street parking spaces.

7. Number of seats/occupancy compared to the surrounding area.

The proposed restaurant will contain over 100 seats. Also, in the near future, the restaurant may have outdoor seating. Within this same development there is an existing restaurant that has a liquor license (La Herradura Grill and Bar).

8. Substantial renovation of existing buildings.

The proposed restaurant will be a renovation of the existing tenant space in the Hartland Plaza building.

9. Concentration of drinking establishments and impact on policing requirements.

There is an existing restaurant within this same development (La Herradura Grill and Bar) that has a liquor license. The Board may want to consider these factors in its decision.

10. General policing requirements.

The Board may want to consider these factors in its decision.

11. Business history.

The applicant has not been in the business of operating a restaurant; however, the managing partner, Zhi Li is classically trained Sushi Chef graduating from a school in Japan, and from 2001 to 2008, he worked as a chef in several leading restaurants. In 2008, Li was named Head Chef at Little Tree Sushi Restaurant and has been manager of Michigan based Sushi Restaurant since 2013. In addition, the Bar Manager, Rebecca Hampton has over 25 years of Restaurant Management experience.

12. Business experience.

As outlined above, Two Guys Sushi LLC has not been in existence very long. However, members of the team that Two Guys Sushi, LLC have put together to run and manage the proposed business have experience in the industry. That being said, there are no guarantees on how long those members will remain with the business.

13. LCC violation history.

There is no violation history with the Liquor Control Commission; however, Two Guys Sushi, LLC has not been in business very long.

14. Diversification of the type of commercial activity in a given area or block.

Two Guys Sushi, LLC will provide a unique business and commercial activity in the area.

15. Ratio of food to alcohol sales.

The applicant did not provide this information as part of the application.

16. Type or character of the establishment, e.g. full service restaurant, "bar only" or hotel.

Two Guys Sushi, LLC (Hatorando Sushi) is a Japanese theme that offers some food items and liquor; however, the liquor or food items are not the primary focus of the business.

17. Overall benefit of the plan to the Township.

The Township Board may want to consider this factor in its decision.

18. The applicant's financial status and its ability to build or operate the proposed facility, including whether appropriate lease arrangements exist.

The applicant has provided a statement that indicates they are a self-financed operation. They anticipate using current assets and compensation.

19. The applicant's (including all individuals holding a five percent (5%) or greater interest) past criminal convictions for crimes involving moral turpitude, violence or alcohol.

The applicant has not provided this information.

20. The uniqueness of the proposed facility when compared to other existing or proposed facilities.

Although there are other restaurants that have a liquor license in the Township, the proposed Two Guys Sushi (Hatorando Sushi) will provide a unique business and commercial activity in the area.

21. The permanence of the proposed establishment in the community as evidenced by the proposed or actual commitments made by the applicants.

Although the applicant has not stated the total cost of the proposed Two Guys Sushi, LLC (Hatorando Sushi) restaurant; however, it represents a fairly substantial investment in the community. Typically, businesses don't invest this amount in the community unless they plan to remain at that location for a period of time.

22. The effect that the proposed establishment would have in contributing to the economic stability or revitalization of areas within Township.

It is anticipated that the proposed restaurant would contribute to the economic stability and viability of the area; and the Township.

23. The cost burden of the Township.

The Township Board may want to consider this factor in its decision. The applicant indicates there will virtually no cost burden to the Township.

24. Any other factor(s) that may affect the health, safety and welfare or the best interest of the Township and its residents.

The Township Board may want to consider this factor in its decision.

The Township Attorney has reviewed the liquor license and commented that the Township is not obligated to issue a liquor license; however, once it does issue the license, it becomes vested property right and the owner of the license is entitled to due process protection before license renewal may be denied.

The Attorney also indicated that the area is retail in nature and a liquor license is otherwise permitted in this location. The Attorney pointed out a few items to be considered with regard to this application, such as no license under this ordinance shall be issued:

- (1) To an applicant whose liquor license has been revoked or not renewed by the Liquor Control Commission.
- (2) To a partnership or limited liability company (LLC), unless all the members of the entity qualify for a license.
- (3) To an applicant that has been convicted of a crime punishable by death or imprisonment in excess of one (1) year; a crime involving theft, dishonesty or false statement (including tax evasion) regardless of punishment; or a crime of administrative violation of a federal or state

law concerning the manufacture, possession or sale of alcoholic beverages or controlled substances.

- (4) To an applicant who fails to make timely payments at the Township of outstanding or delinquent taxes, utility charges, license fees, services rendered by the Township or any other charges or monies due to the Township.
- (5) To an applicant who, at the time of application or renewal, would not have been eligible for such a license at the time the license was first applied for.
- (6) To an applicant seeking to hold a license solely for investment or who cannot establish that a license will be used by the licensee within one (1) year of LCC approval.

In the event that the Township Board desires additional information, the applicant should be given an opportunity to correct the application or to provide the required items, as noted above.

Attachments

1. Liquor License Application, which includes:
 - A. Affidavit of Joseph D. Torrence
 - B. Two Guys Sushi, LLC Supporting Documentation
 - C. LARA Articles of Incorporation
 - D. Hartland Plaza Shopping Center Lease
 - E. Proof of Financial Responsibility
 - F. Floor Plan
 - G. Menu
2. List of Hartland Liquor Licenses
3. Resolution to Approve

HARTLAND TOWNSHIP

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



SUPERVISOR
 William J. Fountain

CLERK
 Larry N. Ciofu

TREASURER
 Kathleen A. Horning

TRUSTEES
 Joseph W. Colaianne
 Matthew J. Germane
 Glenn E. Harper
 Joseph M. Petrucci

Application Number: 19-001

APPLICATION FOR LIQUOR LICENSE									
Establishment Name:			Hatorando Sushi			Type of License:		Class C	
Address of Establishment:			10586 Hartland ^{HIGHLAND} Road Hartland, MI 48353						
Parcel Id Number(s):			4708- 28-200-024			4708-			
Application Date: August 27, 2019			Escrow Account for Investigation, Review and/or Processing of the Application						
			Total Application Fee						\$ 4,700
APPLICANT(S) INFORMATION									
Company/Business Name			Two Guys Sushi, LLC						
Last Name		Torrence		First	Joseph			M.I	D
Business Address									
Phone									
Home/Personal Address									
			Fax		E-mail Address				
Date of Birth:		Place of Birth:		Citizenship:			If a Naturalized Citizen, Time & Place of Naturalization		
				US					
APPLICANT(S) INFORMATION									
Company/Business Name			Two Guys Sushi, LLC						
Last Name				First				M.I	
Business Address									
City			State		Zip				
Phone		Fax		E-mail Address					
Home/Personal Address									
City			State		Zip				
Phone		Fax		E-mail Address					
Date of Birth:		Place of Birth:		Citizenship:			If a Naturalized Citizen, Time & Place of Naturalization:		

APPLICATION NUMBER: _____

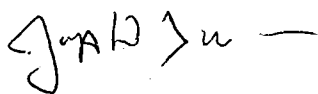
APPLICANT(S) INFORMATION					
Company/Business Name					
Last Name		First			M.I.
Business Address					
City		State			Zip
Phone	Fax		E-mail Address		
Home/Personal Address					
City		State			Zip
Phone	Fax		E-mail Address		
Date of Birth:		Place of Birth:	Citizenship:		If a Naturalized Citizen, Time & Place of Naturalization

APPLICANT(S) INFORMATION					
Company/Business Name					
Last Name		First			M.I.
Business Address					
City		State			Zip
Phone	Fax		E-mail Address		
Home/Personal Address					
City		State			Zip
Phone	Fax		E-mail Address		
Date of Birth:		Place of Birth:	Citizenship:		If a Naturalized Citizen, Time & Place of Naturalization:

WITH THIS APPLICATION, THE APPLICANT SHALL SUBMIT ALL OTHER DOCUMENTATION REQUIRED OR REQUESTED PURSUANT TO THE HARTLAND TOWNSHIP LIQUOR LICENSE ORDINANCE. IF NECESSARY, PLEASE ATTACH ADDITIONAL SHEETS PROVIDING THE SAME INFORMATION FOR ALL APPLICANTS.

FOR A CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERHSIP, PROVIDE NAMES AND ADDRESSES OF THE OFFICERS AND DIRECTORS OR THOSE ENTITLED TO SHARE IN THE PROFITS OF THE BUSINESS. IN THE CASE OF A CORPORATION, PROVIDE AN AFFIDAVIT STATING WHETHER OR NOT THE CORPORATION IS A PRIVATELY HELD CORPORATION, ALSO SUBMIT AN AFFIDAVIT STATING THE NUMBER OF SHARES OF STOCK WHICH IT HAS ISSUED, TO WHOM THE STOCK WAS ISSUES, THE AMOUNT OF STOCK ISSUED TO EACH SHAREHOLDER, THE DATE OF ISSUANCE OF THE STOCK AND THE INDIVIDUAL CERTIFICATE NUMBERS OF THE STOCK ISSUED.

The applicant and owner acknowledge that he/she has the sole responsibility of complying with the requirements of any applicable Hartland Township Ordinance notwithstanding the signature or approval of any employee(s) or official(s) of Hartland Township and that Hartland Township is not bound to recognize the approval of other action of any such employee(s) or official(s) which is not in compliance with any applicable Hartland Township Ordinance.

Applicant Signature		Date	August 26, 2019
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Please attach the following information in the order requested:

General Background Information

1. Provide a statement describing the character of the business and business reputation of the applicant, and in the case of a partnership or corporation, the objectives for which it was organized. In the case of a partnership or corporation this requirement is fulfilled by attaching a current certified copy of the operating agreement or articles of incorporation.
2. Provide the length of time the applicant has been engaged in the business of that character, or in the case of a partnership or corporation, the date when its operating agreement or articles of incorporation were issued.
3. Provide financial data in a format that is reviewable and verifiable by the Township's comptroller, accountant or auditor demonstrating the applicant's financial status and evidence of the applicant's ability to build and/or operate the proposed facility.
4. Provide proof of ownership of the property or lease of the property to be used and operated under the liquor license and the legal description of the property.
5. State whether the applicant has made any other application for a similar on premise license or any other liquor license other than described in the application, and the disposition of the other applications(s).
6. State whether the applicant, or in the case of a Corporation, limited liability company or partnership any of its members, has ever been convicted of a felony or a crime involving moral turpitude, violence or alcoholic liquors, and whether the applicant is disqualified to receive a license by reason of any matter or thing contained in this ordinance or the laws of the State of Michigan.
7. State that the applicant will not violate any of the laws of the State of Michigan or of the United States or any ordinance of the Township in the conduct of its business.
8. Provide a completed and signed Proof of Financial Responsibility Form (LC-95).
9. Provide a copy of all records which may be in the possession of the Michigan Liquor Control Commission pertaining to the applicant, its investigation of the applicant, and previous and existing liquor licenses issued to the applicant.
10. In considering whether to indicate approval of a liquor license to the Michigan Liquor Control Commission, the Township Board may base its decision in part on the uniqueness of the proposed facility when compared with other existing or proposed facilities, the permanence of the proposed establishment in the community as evidenced by the proposed or actual commitments made by the applicant, the effect that the proposed establishment would have in contributing to the economic stability or revitalization of areas within the Township, the cost burden to the Township and any other factor(s) that may affect the health, safety and welfare or the best interests of the Township and its residents. With that criteria in mind, state why you think you should receive a liquor license. (Attach addition sheets if necessary).
11. Provide a completed and signed Authorization of Release.

Site location, design, operational and implementation information

12. A location map of the property where the license is to be located. The map must show the current zoning of the property, relationship of the proposed licensed facility to surrounding properties and uses and any church or school building within 500 feet from the proposed facility.
13. A site plan showing the location of the building on the lot where the proposed licensed facility is to be operated, the architectural design and building elevations, and other pertinent physical features of the proposed building.
14. The floor plan seating arrangements, capacity, the interior design, and the type of furniture and fixtures to be used in the proposed facilities.
15. If the building is already constructed, then in addition to the above the applicant shall furnish proposed renovation plans for the interior of the premises or any proposed exterior building alterations.
16. A statement as to when the applicant intends to commence construction or renovation of the proposed building or facility and when the applicant expects to complete such construction.
17. A statement as to proposed hours of operation, menu, staff and culinary facilities and capabilities.
18. Submittal by the applicant of a proposed improvement plan and ongoing development goals to maintain quality service should a license be approved.

Upon receipt of a complete application and plan, the Township Administrator will refer same to the Livingston County Sheriff and/or the Director of Public Safety, the Livingston County and/or Township Building Department, the Township Comptroller and/or financial consultant, the Township attorney, and/or other Township officers or employees, who will prepare a thorough review and investigation, including a complete history of past business experience of the persons and/or premises including liquor law violations, if any. The applicant shall provide any and all requested information and fully cooperate with the investigation. The findings resulting from such review and investigation shall be reported to the Township Administrator who then will report the findings to the Township Board.

APPLICATION NUMBER: _____

I, Joseph D. Torrence being first duly sworn, hereby certify the above information and answers are true and correct and that I have read and acknowledge the provisions of the Hartland Township Liquor License Ordinance.

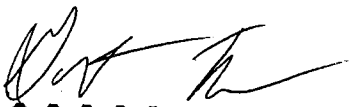
Applicant's Signature: Joseph D. Torrence Date: August 27, 2019

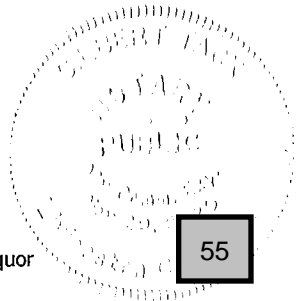
Print Name Joseph D. Torrence

STATE OF MICHIGAN)
County of Livingston)

Subscribed and sworn to me before me a Notary Public, this 27th day
of August, 2019.

Notary Public, Livingston County, MI
My Commission Expires: 11-29-2020
Acting in Livingston County, Michigan


GILBERT TACK
Notary Public - Michigan
Livingston County
My Commission Expires Nov 29, 2020
Acting in the County of Livingston





Two Guys Sushi, LLC

*Liquor License Application Supporting
Documentation*

Joseph D. Torrence –Owner

Randall F. Palermo – Financial Partner

Zhi Li – Managing Partner

Created on August 18, 2019

Updated August 27, 2019

General Back Ground Information

1. Two Guys Sushi, LLC will be a moderately priced 100+ seat full-service casual restaurant offering traditional Nigiri, Sashimi, Maki, Uramaki, and Temaki Sushi dishes as well as other traditional non-seafood Japanese cuisine. We will offer specialty selections including lighter options and smaller portions for a children's menu. The location will also feature a sports themed full service bar. The restaurant will be locally owned and operated by Joe Torrence. A 1985 graduate of the United States Military Academy, Joe has an impeccable reputation in both business and military circles. Joe has over 30 years of professional experience in both the private and public sectors.

The primary business objectives for Two Guys Sushi, LLC:

- To be the premier Sushi-style restaurant in Livingston County
- To provide high quality meals at reasonable prices with exemplary service
- To provide a sports themed lounge setting for the enjoyment of the community
- Achieve Cover ratios of 3.00x at each lunch and dinner serving
- To achieve Prime Cost Ratios lower than 62%

Our Guiding Principals:

- Customer Satisfaction Business Model: We will focus on doing whatever is necessary to satisfy our customer and their sushi dining needs
- Being a Good Corporate Citizen: We will contribute to the wellbeing of our community and employees.
- Our Products and Service: Provide outstanding cuisine and the best of service to ensure customer satisfaction

A Certified copy of Articles of Organization are attached.

2. Managing Partner Zhi Li has over 20 years in the Japanese restaurant industry to include 5+ years' operating a Sushi Restaurant in Michigan. Zhi Li is a classically trained Sushi Chef graduating from the Yokohama Sushi School in Japan. From 2001 through 2008 Li worked as a chef in several leading restaurants. In 2008, Li was named Head Chef at Little Tree Sushi Restaurant. Li has been manager of Michigan based Sushi Restaurant since 2013.

Restaurant and Bar Manager Rebecca Hampton has over 25+ years of Restaurant Management experience and will be overseeing and responsible for initial staff selection, training, scheduling, and supervision. She will be our approval authority for POS systems, bar layout, scheduling and staffing decisions. Rebecca will manage both the bar and restaurant upon opening.

Articles of Organization were submitted and approved through the state on October 18, 2018.

3. Personal financial information for Joe Torrence, Owner, and Randy Palermo, Financial Partner, are attached. We used government recognized Form SBA 413 but can provide

any additional information required. We are self-financing this operation with current assets and compensation.

4. A copy of the lease between Two Guys Sushi, LLC (tenant) and Hartland Plaza, LLC (landlord) with current amendment to lease dated August 19, 2019 is attached.
5. Applicant has not made any other application for a similar on premise license or any other liquor license. All required documentation for submission to the State of Michigan will be submitted with the approval from the local township.
6. The applicant has never been convicted of a felony or a crime involving moral turpitude, violence or alcoholic liquors. The applicant has never been disqualified to receive a license by reason of any matter or thing contained in local ordinance or the laws of the State of Michigan.
7. The applicant will not violate any of the laws of the State of Michigan or of the United States or any ordinance of the Township in the conduct of its business.
8. Proof of Financial Responsibility Form (LC-95) is attached.
9. The applicant currently has no records in possession of the Michigan Liquor Control Commission pertaining to the applicant, its investigation of the applicant, nor any previous or existing liquor license issued to the applicant.
10. We offer the following information for your consideration for approval of our application: We are a locally owned and financially backed entity. Joe and Randy are longtime residents of Hartland, each choosing to establish our homes here, raise our children, here, and now do business here. In addition, Joe is an honorably discharged veteran of the United States Army making Two Guys Shushi, LLC a Veteran Owned Company. Two Guys Sushi, LLC will serve the needs of the community by providing a much needed family dining offering which compliments the existing dining establishments in the Township. We are already deeply committed to this enterprise in terms of capital expenses to include the money paid to the Township for compliance to water and sewage assessments. As demonstrated in our lease, we have an initial 5 years lease obligation with two tenant options for additional lease terms totaling a 15 year commitment. Our lease with Hartland Plaza, LLC provides stability and opportunity for additional growth in an existing facility in the Township. There will be no cost burden to the Township for any aspect of this application and enterprise. We will be an outstanding corporate citizen and partner to the Township. We will be active in multiple aspects of developing and supporting our town.
11. Authorization of Release is signed and notarized.

Site Location, Design, Operational and Implementation Information

12. Location map of the property is attached.
13. Site plan, architectural design, building elevations, and other pertinent physical features

of the proposed building are attached.

14. Floor plan seating arrangements, capacity, the interior design, and the type of furniture and fixtures to be used in the proposed facilities are attached.
15. All architectural drawings for renovation have been submitted to the Township and are attached.
16. Upon approval and granting of permits, we intend to start renovations to the property starting September 15, 2019 or as soon as permitted finishing by March of 2020 or sooner.
17. Proposed hours of operation:

Restaurant: Sunday through Saturday 11:00 AM through 10:00 PM

Bar: Sunday through Saturday 11:00 AM through 1:00 AM

Restaurant Staff will include: (1) Head Chef/Restaurant Manager, (4) Restaurant Wait Staff, (2) Prep/Helpers, (2) Kitchen Help/Dishwashers, (2) Table Bus, (5) Sushi Chef/Lead Kitchen. Bar Staff will include: (1) Bar Manager, (1) Bar Tender, (2) Wait Staff.

Culinary facilities and capabilities:

- Nigiri Sushi – a topping, usually fish, served on top of sushi rice
- Sashimi – Fish or shellfish served alone (no rice)
- Maki Sushi – Rice and filling wrapped in seaweed (sushi rolls)
- Uramaki Sushi – Similar to above but rice is on the outside and seaweed wraps the filling
- Temaki Sushi – Sushi that has been hand-rolled into a cone shape
- Teriyaki Salmon, Beef, and Chicken Dishes
- Wide assortment of Japanese Noodle Dishes: Ramen, Soba, Udon
- Full Alcoholic and non-Alcoholic beverage service
- Sports Themed Lounge
- Full Take Out Menu
- Catering (Future)

A prototype menu is attached.

18. Proposed Improvement Plan and Ongoing Developmental Goals to Maintain Quality Service:
 - Work with the Hartland Chamber of Commerce to promote our new venture
 - Exploit existing Social Media such as Twitter, YouTube, Facebook to ensure

exposure of the business

- Establish a company website that contains engaging multimedia content about our business
- As the business grows, advertise in publications that reach our target customers
- Utilize Direct Marketing strategies to ensure exposure to customer base
- Exceed State Required Training Requirements for the staff to ensure that we will meet and exceed all Federal, State, and Local Government mandates for restaurant operation, food safety, worker protection, health, sanitation, safety and fire requirements, as well as compliance with all MLCC policies, programs, and requirements.

LARA Corporations
Online Filing System
 Department of Licensing and Regulatory Affairs

Form Revision Date 02/2017

ARTICLES OF ORGANIZATION
 For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

Article I

The name of the limited liability company is:

TWO GUYS SUSHI, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

The duration of the limited liability company if other than perpetual is:

PERPETUAL

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: JOSEPH D. TORRENCE
2. Street Address: 9159 BLUEBERRY HILL
 Apt/Suite/Other:
 City: HOWELL
 State: MI Zip Code: 48843
3. Registered Office Mailing Address:
 P.O. Box or Street Address: 9159 BLUEBERRY HILL
 Apt/Suite/Other:
 City: HOWELL
 State: MI Zip Code: 48843

Signed this 17th Day of October, 2018 by the organizer(s):

Signature	Title	Title if "Other" was selected
Joseph D. Torrence	Organizer	
Randall F. Palermo	Organizer	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

TWO GUYS SUSHI, LLC

ID Number: 802246920

received by electronic transmission on October 17, 2018 **, is hereby endorsed.**

Filed on October 18, 2018 **, by the Administrator.**

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 18th day of October, 2018.

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

CERTIFICATE OF ASSUMED NAME
For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Certificate:

1. The identification number assigned by the Bureau is:	802246920
2. The name of the limited liability company is:	TWO GUYS SUSHI, LLC 

3. The assumed name under which business is to be transacted is:
HATORANDO SUSHI AND SPORTS BAR

This document must be signed by an authorized officer or agent (corporations); a member, manager, or an authorized agent (limited liability companies); or general partner (limited partnerships):

Signed this 27th Day of August, 2019 by:

Signature	Title	Title if "Other" was selected
Joseph D. Torrence	Authorized Agent	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF ASSUMED NAME

for

TWO GUYS SUSHI, LLC

ID Number: 802246920

to transact business under the assumed name of
HATORANDO SUSHI AND SPORTS BAR

received by electronic transmission on August 27, 2019 **, is hereby endorsed.**

Filed on August 27, 2019 **, by the Administrator.**

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Expiration Date: December 31, 2024



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 27th day of August, 2019.

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

HARTLAND PLAZA SHOPPING CENTER

LEASE BETWEEN

HARTLAND PLAZA, LLC

AND

TWO GUYS SUSHI, LLC

SHOPPING CENTER LEASE

THIS Lease is made and entered into as of the 17th day of ~~May~~ ^{June}, 2019, by and between Hartland Plaza, LLC, an Michigan limited liability company, whose address is 4198 Orchard Lake Road, Suite 250, Orchard Lake, MI 48323 ("Landlord"), and Two Guys Sushi, LLC, a Michigan limited liability company, whose address is 9159 Blueberry Hill, Howell, MI 48843 ("Tenant").

ARTICLE I

REFERENCE PROVISION, SHOPPING CENTER, PREMISES AND TERM

Section 1.1 FUNDAMENTAL LEASE PROVISIONS.

- (a) LEASED PREMISES: (hereinafter "Leased Premises"): The area cross hatched and/or designated on EXHIBIT A annexed hereto and made a part hereof, and containing approximately Three Thousand One Hundred (3,100) square feet "Floor Area", to be known as 10586 Highland Road, Hartland, Michigan 48353. The Leased Premises are in a shopping center known as Hartland Plaza, located in the Township of Hartland, State of Michigan. For purposes of this Lease, the term "Shopping Center" shall mean that portion of Hartland Plaza which is owned by Landlord.

- (b) TERM: The obligations under this Lease shall commence upon execution of the Lease above (the "Commencement Date") and expire on October 31, 2024 ("Expiration Date"). Tenant shall receive a rent abatement until the sooner of November 1, 2019 or obtaining a certificate of occupancy from the local municipality, when Tenant's first rent payment is due; however Tenant shall be responsible for paying all NNN and utility charges beginning on August 1, 2019. In the event Tenant exercises its first right to extend the term of this Lease pursuant to Section 1.3 hereof, the extended Expiration Date shall be October 1, 2014 to September 30, 2029. In the event Tenant exercises its second right to extend the term of this Lease, the Expiration Date shall be October 1, 2029 to September 30, 2034.

- (c) MINIMUM ANNUAL RENT: Commencing on October 1, 2019 and continuing until September 30, 2024, base rent shall be paid as follows:

In the event Tenant exercises its first right to extend the term pursuant to Section 1.3(d) hereof:

Commencing on October 1, 2024, and continuing through September 30, 2029, rent shall be increased three percent (3%) annually, as follows:

In the event Tenant exercises its second right to extend the term pursuant to Section 1.3(d) hereof:

Commencing on October 1, 2029, and continuing through September 30, 2034, rent shall be increased three percent (3%) annually, as follows:

- (d) RENT COMMENCEMENT DATE: the obligation to pay rent and other additions provided under this Lease shall begin on October 1, 2019 (the "**Rent Commencement Date**"), however Tenant shall be obligated to pay NNNs from July 1, 2019 September 30, 2019, whereupon Rent and NNNs shall begin on October 1, 2019. The Term shall expire on the Expiration Date, unless earlier terminated as herein provided. This Lease shall be a binding contractual agreement effective upon the date of execution hereof by both Landlord and Tenant, notwithstanding the later commencement of the term of this Lease.
- (e) TENANT'S ESTIMATED SHARE OF REAL ESTATE TAXES: Tenant's **estimated** proportionate share of Real Estate Taxes for the calendar year in which the Commencement Date occurs shall be Two Dollars and Thirty Five Cents (\$2.35) per square foot, equaling Seven Thousand Two Hundred Eighty Five Dollars (\$7,285.00) per year, payable in monthly installments of Six Hundred Seven Dollars and Eight Cents (\$607.08) as specified in Section 2.3, subject to year-end reconciliation. The foregoing shall not be construed to limit Tenant's liability to pay its full proportionate share as specified in Section 2.3.
- (f) TENANT'S ESTIMATED SHARE OF OPERATION COSTS: Tenant's **estimated** proportionate share of Operation Costs for the calendar year in which the Commencement Date occurs shall be Two Dollars and Sixty Eight Cents (\$2.68) per square foot, equaling Eleven Thousand Ninety Seven Dollars and Eighty Eight Cents (\$11,097.88) per year, payable in monthly installments of Nine Hundred Twenty Four Dollars and Eighty Two Cents (\$924.82) as specified in Section 2.4, subject to year-end reconciliation. The foregoing shall not be construed to limit Tenant's liability to pay its full proportionate share as specified in Section 2.4.

(g) TENANT'S ESTIMATED SHARE OF INSURANCE COSTS: Tenant's **estimated** proportionate share of Insurance Costs for the calendar year in which the Commencement Date occurs shall be Thirty-Five Cents (\$.35) per square foot, equaling One Thousand Eighty-Five Dollars (\$1,085.00) per year, payable in monthly installments of Ninety Dollars and Forty Two Cents (\$90.42) as specified in Section 5.4, subject to year-end reconciliation. The foregoing shall not be construed to limit Tenant's liability to pay its full proportionate share as specified in Section 5.4.

(h) USE: Tenant shall use the Leased Premises only for the following purpose(s) and for no other purpose(s) whatsoever: the operation of a sushi restaurant serving Japanese cuisine, including the option to sell liquor to customers dining in the restaurant if Tenant has received all applicable licenses, permits and approvals for such use; provided that Tenant shall not operate in violation of any exclusive privileges granted by Landlord from time to time to other tenants or occupants of the Shopping Center, but Tenant shall nevertheless have the right to operate a Japanese cuisine sit-down restaurant.

(i) EXCLUSIVE: So long as Tenant is not in default under this Lease, neither Landlord or any entity controlled by Landlord will, during the term of this Lease, use, lease, sublease or permit any other tenant or invitee of the Shopping Center to use, lease, or sublease any space in the Shopping Center for the sale of sushi/Japanese cuisine ("Exclusive Use"); provided that the foregoing shall not be applicable to tenants under any existing leases, unless the existing lease requires the tenant to obtain Landlord's approval prior to any change of use, in which case Landlord shall not approve a change of use that violates the Exclusive Use as described herein. A tenant shall be deemed to sell Japanese cuisine/sushi as its principal business if more than Twenty Percent (20%) of such tenant's gross revenues result from the sale of such cuisine. See EXHIBIT D for the Shopping Center's Reserved, Exhibit and Prohibited Uses.

(j) SECURITY DEPOSIT: Tenant shall provide Landlord with a security deposit equal to one month's full rent, in addition to providing the first month's rent. Tenant previously provided a \$1,000 lease preparation fee which shall be credited to Tenant's first month rent payment upon execution of this Lease.

(k) NOTICE ADDRESS:

TO LANDLORD

Hartland Plaza, LLC
Attn: Frank Jarbou
4198 Orchard Lake Road, Suite 250
Orchard Lake, MI 48323

TO TENANT

Two Guys Sushi, LLC

(l) LIQUOR LICENSE: Tenant shall have 90 days from Commencement Date to obtain a liquor license. If a liquor license cannot be obtained within that timeframe, Tenant may, at its sole option, notify Landlord of its desire to terminate the Lease. If Tenant fails to advise Landlord by the 90th day after Commencement Date of its desire to terminate solely due to its inability to obtain a liquor license and for no other reason, then the Lease shall remain in full effect. Landlord may market the property during the 90 day period.

Section 1.2 LEASE SUBORDINATE.

This Lease is subject to and subordinate to (i) covenants, restrictions and easements of record, (ii) the terms and provisions of any reciprocal easements and/or operating agreements affecting the Shopping Center (including, without limitation, that certain "Easements with Covenants and Restrictions Affecting Land ("ECR") dated February 20, 2008, as may be amended from time to time), and (iii) any lease(s) now or hereinafter entered into by Landlord with the owners or lessees of any Anchor Store. For purposes of this Lease, an Anchor Store shall be one occupying in excess of Ten Thousand (10,000) square feet of total floor area (all levels).

Section 1.3 SHOPPING CENTER, LEASED PREMISES AND TERM.

(a) Shopping Center

Landlord hereby leases to Tenant and Tenant rents from Landlord the Leased Premises described in Section 1.1(a) now existing or hereafter to be erected in the Shopping Center as shown in EXHIBIT A annexed hereto and made a part hereof. Landlord may amend EXHIBIT A at any time and may make such departures therefrom as Landlord in its sole discretion may from time to time deem proper, including the relocation of the Leased Premises as a result of construction, and the addition of other stores. Nothing contained in this Lease shall prohibit Landlord from constructing the Shopping Center at various times, and in various phases or sections. Landlord hereby reserves the right at any time, and from time to time, to construct other buildings and improvements in the Shopping Center, to enlarge or reduce the Shopping Center, to make alterations in or additions to the Shopping Center, to build additional stories on any building or buildings within the Shopping Center and to build adjoining thereto, to construct decks or elevated parking facilities, and to sell or lease any part of the Shopping Center, which premises, at Landlord's option, may or may not be part of the Shopping Center. The purpose of the attached site plan is to show the approximate location of the Leased Premises within the Shopping Center and Landlord reserves the right, at any time, to relocate, enlarge, reduce or reconfigure the various buildings, parking areas and other Common Areas shown on said site plan. It is further understood and acknowledged by Tenant that Landlord shall have the right, at its sole option, to reduce the Common Areas and change the site plan in any manner it deems fit in order to accommodate said new buildings and improvements without notice to or obtaining the consent of Tenant. In addition, Tenant acknowledges that the attached site plan creates no easement rights in the Common Areas shown thereon, but only the right to use said areas in common with all other tenants and occupants of the Shopping Center, as said areas may exist from time to time during the term hereof. If Landlord subsequently constructs additional building(s) in the Shopping Center, at Landlord's option, each of such building(s) may be included in, or excluded from, the Shopping Center for purposes of Sections 2.3, 2.4 and 5.4 hereof, and if such building(s) are included in the Shopping Center, the floor area of such building(s) shall be utilized, as appropriate, in determining Tenant's proportionate share pursuant to Sections 2.3, 2.4 and 5.4 hereof.

(b) Leased Premises

The Leased Premises shall extend to the exterior faces of exterior walls or the building line where there is no wall, or the center line of those walls separating the Leased Premises from other premises in the Shopping Center, but reserving and excepting to Landlord the right to install, maintain, use, repair and replace pipes, duct work, conduits, utility lines and wires through hung ceiling space, column space, and partitions, in or beneath the floor slab or above or below the Leased Premises or other parts of the Shopping Center, and except where necessary as determined by Landlord's architect, no pipes, conduits, utility lines or wires installed by Landlord shall be exposed in the sales area of the Leased Premises.

Tenant accepts the Leased Premises in their "as is" condition, it being acknowledged and agreed that, except as otherwise provided, Landlord shall not have any obligation to make any improvements or alterations

to the Leased Premises. Landlord makes no representations or warranties as to the condition or suitability of the Leased Premises for Tenant's purpose.

(c) Term

The term shall be as described in Section 1.1 (b) above. Notwithstanding the preceding sentence, from and after the first occupancy of the Leased Premises by Tenant or its agents for any purpose prior to the commencement of the term, Tenant shall be bound by all of the provisions of this Lease, except for the payment of rent, including triple net costs. The term "Lease Year" as used in this Lease shall be defined to mean a period of twelve (12) consecutive calendar months. The first Lease Year shall begin on October 1, 2019. Each succeeding Lease Year shall commence on the anniversary date of the first Lease Year.

(d) Right to Extend.

Tenant shall have the right to extend the term of this Lease for two (2) periods of five (5) years each. All of the covenants, agreements, terms and conditions of this Lease (except for the increase in Minimum Annual Rent as provided above) shall prevail and be fully performed by Landlord and Tenant during each such extended term. Written notice to extend the term of this Lease must be delivered by Tenant to Landlord at least one hundred eighty (180) days' prior to the expiration of the then-current term of this Lease. Such notice shall be delivered by certified mail, return receipt requested, or nationally recognized overnight delivery service, to Landlord's notice address.

Section 1.4 QUIET ENJOYMENT.

Upon payment by the Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

Tenant hereby acknowledges and agrees that Landlord has specifically relied upon the identity, skill, product line of Tenant in entering into this Lease with Tenant. Tenant recognizes that its use of the Leased Premises in strict accordance with Section 1.1(g) and its strict compliance with the particular provisions of Article IV hereof, regarding the conduct and continuous operation of Tenant's business in all of the Leased Premises throughout the term of this Lease, forms a material inducement to Landlord, and Tenant specifically covenants that it will strictly adhere to these provisions. Any ambiguities in Article IV or in the use clause set forth in Section 1.1(g) shall be construed against Tenant and in favor of Landlord.

ARTICLE II

RENT AND OTHER CHARGES

Section 2.1 MINIMUM ANNUAL RENT.

Tenant shall pay to Landlord, without previous demand therefor and without any diminution, abatement, set off or deduction whatsoever, the Minimum Annual Rent provided in Section 1.1 (c), payable in lawful money of the United States, in equal consecutive monthly installments, in advance, on the first day of each and every calendar month throughout the term.

Section 2.2 TENANT SALES REPORTS.

The term "Gross Sales" as used herein shall be construed to include the entire amount of the actual sales price, whether for cash or otherwise, of all sales of merchandise, service and other receipts whatsoever of all business conducted in, on or from the Leased Premises, including internet, mail or telephone orders made, received, or filled at the Leased Premises, and including all deposits not refunded to purchasers, orders taken, although said orders may be filled elsewhere, and sales and other receipts by any sublessee, concessionaire or licensee or otherwise in, on, or from said Leased Premises provided that nothing herein shall prevent Landlord from requiring any additional or different percentage rental as a condition to approval of any sublessee, concessionaire, or licensee of Tenant hereunder. No deduction shall be allowed for uncollected or uncollectible credit amounts. Gross Sales shall not include, however, any sums collected and paid out for any sales tax or separately computed excise tax imposed by any duly constituted governmental authority nor shall it include the exchange of merchandise between stores of Tenant, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Leased Premises, and/or for the purpose of depriving Landlord of the benefit of a sale which otherwise would be made at, in, from or upon the Leased Premises, nor the amount of returns to shippers or manufacturers, nor the amount of any cash or credit refund made upon any sale originally included in Gross Sales where the merchandise sold, or some part thereof, is thereafter returned by the purchaser and accepted by Tenant, nor sales of Tenant's store fixtures. Each sale, upon installment or credit, shall be treated as a sale for the full price in the month during which such sale shall be made, irrespective of the time when Tenant shall receive payment (whether full or partial) from its customers. Layaway sales, so-called, shall be included in the Gross Sales to the extent of the down payment and any further payments made thereon during the Lease Year.

If Tenant is in Default, or has been in Default more than two times in any 12 month period, Tenant shall furnish to Landlord within ten (10) days following the end of each quarter during the term of this Lease, an uncertified written statement of Gross Sales covering the preceding quarter, the statement to be in such form and style and contain such details and breakdown as Landlord may reasonably require. Tenant also agrees that if it is in Default, it will furnish to Landlord within thirty (30) days after the expiration of each full Lease Year and partial Lease Year a complete statement, certified by an independent certified public accountant, showing in all reasonable detail the amount of such Gross Sales made by Tenant from the Leased Premises during such Lease Year or partial Lease Year. Tenant shall require all its subtenants, concessionaires and licensees, if any, and any other person and entity other than Tenant conducting business in the Leased Premises, to furnish similar statements.

Tenant's failure, if in Default, to report Gross Sales in the time required will give Landlord the right, in addition to all of its other default remedies, to charge Tenant an administrative fee of One Hundred Dollars (\$100.00) per month per report not timely received by Landlord.

Section 2.3 TAXES.

Commencing on the Commencement Date, Tenant shall pay before delinquency any and all taxes, assessments, fees or charges, including without limitation, any sales, gross income, rental, business occupation or other taxes, levied or imposed upon Tenant's business operations in the Leased Premises and any personal property or similar taxes levied or imposed upon Tenant's trade fixtures, furnishings, equipment, stock in trade, leasehold improvements or other personal property located within or on the Leased Premises. In the event any such taxes, assessments, fees or charges are charged to the account of, or are levied or imposed upon the property of Landlord, Tenant shall, promptly upon demand, reimburse Landlord for the same as additional charges, and the full amount of same shall be payable together with Tenant's proportionate share of Real Estate Taxes, as hereinafter defined.

If any of Tenant's finish improvements, trade fixtures, alterations or improvements, or business machines and equipment located in, on or about the Leased Premises, regardless of whether they are installed or paid for by Landlord or Tenant and whether or not they are affixed to and become a part of the realty and the property of Landlord, are assessed for tax purposes at a valuation higher than that at which other such

property in other premises in the Shopping Center are assessed, then Tenant shall reimburse Landlord as additional charges for the amount of such taxes shown on the appropriate government official's records as having been levied upon the Shopping Center or other property of Landlord by reason of such excess assessed valuation, and the full amount of same shall be payable together with Tenant's proportionate share of Real Estate Taxes.

Tenant shall also pay to Landlord, as additional charges, Tenant's proportionate share of Real Estate Taxes as specified in this Section 2.3 below. Tenant agrees to pay to Landlord its proportionate share of all taxes and existing and future assessments, general and special, and governmental charges of any kind or nature whatsoever which have been or may be levied or assessed by any lawful authority against or with respect to the land, buildings, improvements and/or personal property presently and/or at any time during the term of this Lease comprising the Shopping Center, this Lease and/or the rental (including all amounts payable under this Lease), which are payable during any calendar year in which any portion of the term hereof falls. Such taxes, assessments and charges hereinafter are referred to, collectively, as "Real Estate Taxes". If the United States, the State in which the Leased Premises are located or any political subdivision thereof or any governmental authority has imposed or does impose a tax, assessment and/or surcharge of any kind or nature, either by way of substitution for all or any part of Real Estate Taxes, or in lieu of increase thereof, then such tax, assessment and/or surcharge shall be deemed to constitute Real Estate Taxes for the purpose of this Section 2.3. For purposes hereof and Sections 2.4 and 5.4 hereof, the term "Shopping Center" shall, in any event, be deemed to include any land upon which off-site utility systems, retention ponds, wetlands and/or off site private roads serving the Shopping Center are located with all improvements situated thereon. Tenant's proportionate share of Real Estate Taxes shall be computed by multiplying the total amount of such taxes by a fraction, the numerator of which shall be the number of square feet in the Leased Premises, and the denominator of which shall be the total number of square feet of gross leased and occupied floor area in the Shopping Center less the square footage of buildings and premises leased to a tenant of an Anchor Store or any other tenant in respect to which and to the extent Landlord has assumed and/or is burdened with said Real Estate Taxes in whole or in part.

The term "Real Estate Taxes" shall include expenses directly incurred by Landlord in contesting the validity of, seeking a reduction in, or seeking to prevent an increase in any such tax[es] or assessment[s].

Landlord shall estimate the Real Estate Taxes payable by Tenant to Landlord referred to in this Section 2.3 and Tenant shall pay one twelfth (1/12) thereof in equal monthly installments in advance, together with the payment of Minimum Annual Rent. In the event the aggregate of Tenant's installments during the year shall be less than the amount of actual Real Estate Taxes due from Tenant, such deficiency shall be paid to Landlord within ten (10) days after demand therefor.

Section 2.4 COMMON AREA AND OTHER CHARGES.

All common areas and other common facilities made available by Landlord in or about the Shopping Center (hereinafter collectively called "Common Areas") shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right to erect and install within the enclosed malls, exterior areas or the parking areas, kiosks, ATM's, vending machines, planters, pools, sculptures, freestanding buildings, additional stories to the building, or otherwise. The Common Areas (as initially constructed or as the same may at any time hereafter be enlarged or reduced at Landlord's sole discretion) shall mean (by way of example but not limitation) all areas, parking space, facilities, equipment, signs and special services from time to time made available by Landlord for the common and joint use and benefit of Landlord, Tenant and other tenants and occupants of the Shopping Center, and their respective employees, agents, subtenants, concessionaires, licensees, customers and invitees, which may include (but shall not be deemed a representation as to their availability), the sidewalks, parking areas, access roads, driveways, landscaped areas, truck serviceways, tunnels, loading docks, pedestrian malls (enclosed or open), courts, stairs, ramps, elevators, escalators, comfort and first aid stations, public washrooms, community hall

or auditorium, and parcel pickup stations. Landlord hereby expressly reserves the right from time to time, in its sole discretion, to construct, maintain and operate lighting and other facilities, equipment and signs on all of the Common Areas; to police the same; to change the areas, level, location and arrangement of the parking areas and other facilities forming a part of the Common Areas; to build multi-story parking facilities; to restrict parking for Tenant and other occupants of the Shopping Center and their employees, agents, subtenants, concessionaires and licensees to specific areas designated for employee parking, to close temporarily all or any portion of the Common Areas for the purpose of making repairs or changes thereto and to discourage non-customer parking; to establish, modify and enforce reasonable rules and regulations with respect to the Common Areas and the use to be made thereof; and to grant individual tenants the right to conduct sales in the Common Areas. Landlord shall operate, equip, light and maintain the Common Areas in such manner as Landlord may from time to time determine in its sole discretion, and Landlord shall have the right and exclusive authority to employ and discharge all personnel with respect thereto. Tenant is hereby given a license (in common with all others to whom Landlord has or may hereafter grant rights) to use, during the term, the Common Areas as they may now or at any time during the term exist, provided, however, that if the size, location or arrangement of such Common Areas or the type of facilities at any time forming a part thereof be changed or diminished, Landlord shall not be subject to any liability therefor, nor shall Tenant be entitled to any compensation or diminution or abatement of rent therefor, nor shall such change or diminution of such areas be deemed a constructive or actual eviction. The term Common Areas shall also include any off-site retention pond and off-site private roads servicing the Shopping Center, on and off-site Shopping Center signs, directional signs and markers and on and off-site traffic regulation and control signs and devices, and any other facilities or areas, whether within or outside the Shopping Center, as may be designated by Landlord from time to time. Landlord may at any time close temporarily any of the Common Areas to prevent the acquisition of public rights in same and may do such other acts in and to the Common Areas as in its judgment may be desirable to improve the convenience thereof. Tenant hereby acknowledges, consents and agrees that any and/or all services, facilities and access by the public to the Leased Premises and/or to the Shopping Center may be suspended in whole or in part during such temporary times as any of the department stores in the Shopping Center are not open for business, on legal holidays, or such other days as may be declared by local, state, or federal authorities as days of observance, and/or during any periods of actual or threatened civil commotion, insurrection or other circumstances beyond Landlord's control.

Commencing on the Commencement Date, Tenant hereby agrees to pay Landlord as additional charges Tenant's proportionate share, computed as hereinafter provided, of the "Operation Costs" (as hereinafter defined). "Operation Costs" shall mean the total cost and expense of operating, maintaining, replacing and repairing the Common Areas and Shopping Center, including without limitation, surcharges levied upon or assessed against parking spaces or areas, payments toward mass transit or car pooling facilities or otherwise as required by federal, state or local government authorities; costs of constructing, maintaining, and repairing of on-site and off-site traffic controls; costs and expenses in connection with maintaining federal, state or local governmental ambient air and environmental standards and as necessary to cause the Common Areas and the Shopping Center to comply with all applicable governmental laws and regulations including all local, state and/or federal laws, regulations, codes and ordinances as may be adopted or enacted from time to time, the cost of all materials, supplies, and services purchased or hired therefor; the cost and expense of landscaping, irrigation, gardening and planting, cleaning, painting (including line painting), decorating, paving, roofing (including replacement and repairs) lighting, sanitary control, removal of snow, trash, garbage and other refuse; heating, ventilating and air conditioning of the enclosed malls, service areas, machine rooms and other enclosed portions of the Common Areas; management fees for the Shopping Center; fire protection; water and sewage charges; the costs of all types of insurance coverage carried by Landlord covering the Common Areas and the Shopping Center, including, without limitation, rental interruption, commercial general liability, personal and bodily injury and property damage liability and automobile coverage, fire and extended coverage, vandalism and malicious mischief and all broad form coverage, sign insurance and any other insurance, including any deductible thereunder paid by Landlord, all in limits and with deductibles selected by Landlord; operation of loudspeakers and any other equipment supplying music to the Common Areas or any parts thereof; operation of public toilets; installing, renting and maintaining of signs; the cost of all security and other monitoring

devices; maintenance, repair and replacement of utility systems serving the Common Areas, including water, sanitary sewer and storm water lines and other utility lines, pipes and conduits; replacement reserves for heating, ventilating and air conditioning equipment, the structures, roof and foundations of the buildings in the Shopping Center and the surfaces of the Common Areas including parking lot surfaces; replacement reserves for machinery and equipment owned and used in operation, maintenance and repair of the Common Areas, or the rental charges for such machinery and equipment; the cost of personnel (including applicable payroll taxes, workmen's compensation insurance and disability insurance) to implement all of the foregoing, including the security personnel (if any) for the Common Areas and the directing of traffic and parking of automobiles on the parking areas thereof; administrative costs attributable to the Common Areas and an overhead cost equal to fifteen percent (15%) of the total Operation Costs. Landlord may cause any or all of said services to be provided by an independent contractor or contractors. Tenant's proportionate share of the Operation Costs shall be computed and paid in the same manner as provided with respect to Real Estate Taxes in Section 2.3 above, substituting the amount of Operation Costs for the amount of Real Estate Taxes for the purposes of making such computation, including any adjustments in the denominator of the fraction arising from the exclusion of buildings and premises leased to a tenant of an Anchor Store or any other tenant in respect to which and to the extent Landlord has assumed and/or is burdened with the Operation Costs in whole or in part. Notwithstanding the above, Tenants proportionate share of Common Area charges, exclusive of taxes and insurance, shall not increase by more than three percent (3%) over Tenant's proportionate share of Operating Costs for the immediately preceding calendar year.

Landlord may at any time and from time to time during the term hereof exclude and restrain any persons from the use and occupancy of the parking and other Common Areas, excepting, however, bona fide customers, patrons, and service suppliers of Tenant and other occupants and tenants of Landlord who make use of said areas in accordance with the rules and regulations established by Landlord from time to time with respect thereto. The right of Tenant hereunder in and to said automobile parking areas, the parking spaces thereon and the driveways, entrances and exits thereto, and the sidewalks and pedestrian passageways, shall be subject to the rights of Landlord and of all other occupants and tenants of Landlord using the same in common with Landlord, and it shall be the duty of Tenant to keep all of said areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operations and to permit the use of any of said areas only for normal parking and ingress and egress by said customers, patrons, and service suppliers, to and from the building occupied by Tenant and such other occupants and tenants of Landlord. If in Landlord's sole opinion, unauthorized persons are using any of the Common Areas by reason of Tenant's occupancy of the Leased Premises, Tenant shall, immediately upon Landlord's demand, enforce Landlord's rights against all such unauthorized persons. Landlord shall have the right to remove from said areas, or to restrain the use of any of said areas by any persons not specifically authorized by Landlord or by lease to use said areas. Nothing contained herein shall affect the rights of Landlord at any time to remove any unauthorized persons from said areas, or to restrain the use of any said areas by unauthorized persons. If Tenant, or any of Tenant's employees, shall fail to park their vehicles in the parking areas designated by Landlord for such purposes, then Landlord shall require that Tenant furnish Landlord with automobile license numbers of all cars owned or used by Tenant and/or Tenant's employees within five (5) days after Tenant opens the Leased Premises for business, and shall thereafter notify Landlord of any changes within five (5) days after such change occurs. Thereafter, Landlord shall have the right to either have such vehicles towed from the Shopping Center at Tenant's expense, or to charge Tenant an amount not to exceed Fifty Dollars (\$50.00) per day per car for any cars which are parked in a parking area other than the area designated by Landlord for such purposes.

Section 2.5 UTILITY CHARGES.

Tenant shall be solely responsible for and pay promptly all water rents, rates and charges, all sewer rents and all charges for electricity, gas, heat, steam, hot and/or chilled water, air conditioning, ventilating, lighting systems, and other utilities supplied to the Leased Premises. If any utilities are not separately metered or assessed and are used in common with other tenants in the Shopping Center, Tenant will pay to Landlord a

proportionate share for such charges for utilities used in common based on the square footage set forth in Section 1.1(a) hereof compared to each tenant using such common facilities, in addition to Tenant's payment of the separately metered charges. Tenant shall pay all utility charges relating to the Leased Premises which accrue after Landlord's delivery of possession of the Leased Premises to Tenant.

Landlord may install re-registering meters and collect any and all charges aforesaid from Tenant, making returns to the proper public utility company or governmental unit; provided that Tenant shall not be charged more than the rates it would be charged for the same services furnished direct to the Leased Premises by such companies or governmental units. At the option of Landlord, any utility or related service which Landlord may at any time elect to provide to the Leased Premises may be furnished by Landlord or any agent employed, or independent contractor selected, by Landlord, and Tenant shall accept the same therefrom to the exclusion of all other suppliers, so long as the rates charged by Landlord or by the supplier of such utility or related service are competitive. If Landlord shall elect to supply any of the foregoing utilities used upon or furnished to the Leased Premises: (i) Landlord shall be deemed to be a utility provider for the purposes of Section 366 of the Bankruptcy Code; and (ii) within ten (10) days of the presentation by Landlord to Tenant of bills therefor, Tenant shall purchase and pay for such utilities and shall pay all charges in connection with same.

Notwithstanding anything else contained in this Lease to the contrary, Landlord shall have the right, at any time and from time to time, to cause one or more utilities (including, without limitation, any heating, ventilating, air conditioning, and/or lighting systems serving the Leased Premises and/or any other area of the Shopping Center) to be furnished by means of an on-site or off-site energy system and/or to provide some other alternative energy system (whether so-called "total energy" or otherwise) in lieu of the direct furnishing of the same to Tenant and other occupants of the Shopping Center from the appropriate utility company, and Tenant agrees in any such case, to accept any such utility from such alternative source in lieu of the appropriate utility company directly and to pay Landlord and/or such alternative source, or other designee as Landlord shall determine, all costs and charges therefor; provided that the same shall not result in any additional cost or expense of the energy to Tenant over and above that which it would pay if it purchased same directly from the appropriate utility company; provided, further, that same is in compliance with all laws, regulation, ordinances and other governmental requirements. Landlord shall have no liability to Tenant for disruption of any utility service, and in no event shall such disruption constitute constructive eviction or entitle Tenant to an abatement of rent or other charges.

ARTICLE III

LANDLORD'S USE OF THE COMMON AREAS

Landlord reserves the right to utilize portions of the Common Areas for fairs, carnival type shows, rides and entertainment, outdoor shows, displays, automobile and other product shows, the leasing of kiosks, and such other uses which tend to attract the public. Further, Landlord reserves the right to utilize the lighting standards and other areas in the parking lot for advertising purposes.

ARTICLE IV

USE OF THE PREMISES

Section 4.1 PURPOSES.

Tenant shall use the Leased Premises subject to and in accordance with all rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities, all building and use restrictions of record, the Fire Insurance Rating Organization, the Board of Fire Insurance Underwriters and Landlord's insurance carrier. The character of the user and the use of the Leased Premises as restricted by this Article and

other provisions of this Lease are additional consideration and inducement for Landlord's granting of this Lease. Tenant shall use the Leased Premises solely as provided for in Section 1.1(g) and for no other purpose(s).

Tenant shall install and maintain at all times a display of merchandise in display windows, if any, of the Leased Premises. Tenant, at Tenant's sole cost and expense, shall promptly comply with all laws, ordinances, orders, restrictions and regulations affecting the Leased Premises and the cleanliness, safety, occupancy, alteration and use of same, including but not limited to the Americans with Disabilities Act of 1990 and the Clean Air Act. Tenant shall not permit the operation of any vending machines, pinball machines, video games or other amusement devices, or pay telephones on the Leased Premises. Tenant shall not use the areas adjacent to the Leased Premises for business purposes. No merchandise or other obstruction shall be placed or permitted on the walks immediately adjoining the Leased Premises. Tenant's failure to do business as required under this Lease shall entitle Landlord, in addition to all other remedies provided in this Lease, to mandatory injunctive relief.

Section 4.2 CONTINUOUS OPERATION BY TENANT.

Tenant shall operate one hundred percent (100%) of the Leased Premises during the entire term with due diligence and efficiency so as to produce all of the Gross Sales which may be produced by such manner of operation. Tenant shall carry at all times in the Leased Premises a stock of merchandise of such size, character and quality as shall be designed to produce the maximum return to Landlord and Tenant. Tenant shall conduct its business in the Leased Premises on the hours and days established by Landlord for the Shopping Center (excluding any Anchor Store).

In the event Tenant fails to operate as provided herein, Landlord shall have, in addition to any other remedies available under this Lease or otherwise, the right to collect in addition to the Minimum Annual Rent and other sums payable under this Lease a further item of additional rent at a rate equal to three (3) times the Minimum Annual Rent per day for each and every day Tenant fails to operate.

Section 4.3 ADDITIONAL COVENANTS OF TENANT.

Tenant's use of the Leased Premises and the Common Areas shall be subject at all times during the term to rules and regulations now and hereafter adopted by Landlord. Tenant agrees to comply with all such rules and regulations. Tenant expressly agrees as follows:

- (a) All deliveries to and from the Leased Premises shall be done only at such times, in the areas and through the entrances designated for such purposes by Landlord;
- (b) All garbage and refuse shall be kept inside the Leased Premises in the kind of container specified by Landlord, and shall be placed outside of the Leased Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse and garbage and maintain all common loading areas in a clean manner satisfactory to Landlord;
- (c) No radio or television aerial or other device shall be erected on the roof or exterior walls of the Leased Premises or the building in which the Leased Premises are located without first obtaining in each instance the Landlord's consent in writing. Any aerial or device installed without such written consent shall be subject to removal at Tenant's expense without notice at any time;

- (d) No loud speakers, televisions, phonographs, radios, tape players or other devices shall be used in a manner so as to be heard or seen outside of the Leased Premises except with the prior written consent of Landlord;
- (e) Tenant shall maintain air pressure in the Leased Premises so as to keep odors from emanating from the Leased Premises;
- (f) The plumbing facilities shall not be used for any other purpose than that for which they are constructed; no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. All grease traps, if any, shall be installed and maintained in accordance with Landlord's requirements;
- (g) Tenant at its expense shall contract for termite and pest extermination services covering the Leased Premises, to be rendered as required by Landlord. Tenant shall furnish to Landlord a certificate evidencing such coverage showing both the beginning and the termination date. The certificate shall be kept current during the term. Additionally, it is understood that Tenant's responsibilities with respect to heating and ventilating shall include the repair of all heating, air conditioning, plumbing and other electrical, mechanical and electromotive installation, equipment and fixtures and also include all related utility repairs, ducts, conduit, pipes and wiring, located in and above the Leased Premises. Tenant shall contract for, in its own name, and shall pay for a qualified service contractor to inspect, adjust, clean and repair the heating, ventilating and air conditioning equipment ("HVAC") which services the Leased Premises, including changing filters on a quarterly basis. Tenant shall deliver to Landlord a copy of Tenant's current service contract from time to time during the term of this Lease. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual and must become effective (and a copy thereof delivered to Landlord) within thirty (30) days of the date Tenant takes possession of the Leased Premises. Tenant shall from time to time upon Landlord's request furnish proof reasonably satisfactory to Landlord that all such systems and equipment are being serviced in accordance with the maintenance/service contract;
- (h) Tenant shall not burn any trash or garbage of any kind in the Leased Premises.
- (i) Tenant shall keep any display windows or signs in or on the Leased Premises well lighted during such hours and days that the parking area in the Shopping Center is lighted by Landlord;
- (j) Tenant shall keep and maintain the Leased Premises (including, without limitation, exterior or interior portions of all windows, doors and all other glass) in a neat and clean condition. If Landlord should determine that any windows, doors, or other glass are dirty or unclean, Tenant shall, within twenty-four (24) hours of oral demand by Landlord, clean all of same. If it fails to do so Landlord may clean same for Tenant, charging Tenant double the cost of such cleaning;
- (k) Tenant at its expense shall participate in any window cleaning program that may be established by Landlord;
- (l) Tenant shall take no action which would violate Landlord's labor contracts, if any, affecting the Shopping Center, nor create any building construction interruption, work stoppage, picketing, labor disruption or dispute, or any interference with the business of Landlord or any other tenant or occupant in the Shopping Center or with the rights and privileges of any

customer or other person(s) lawfully in and upon the Shopping Center, nor shall Tenant cause any impairment or reduction of the good will of the Shopping Center;

- (m) Tenant shall pay before delinquency all license or permit fees and charges of a similar nature for the conduct of any business in the Leased Premises;
- (n) Tenant shall use the Shopping Center name and logo, as same may be changed from time to time, in referring to the location of the Leased Premises in all newspaper, radio and television or other advertising. Wherever Tenant has multiple locations and runs advertisements listing its multiple locations, Tenant shall use its best efforts to assure that the first listing of any such location shall be the name of the Shopping Center where the Leased Premises is located;
- (o) Tenant shall store and/or stock in the Leased Premises only such merchandise as Tenant is permitted to offer for sale in the Leased Premises pursuant to this Lease;
- (p) Tenant shall not conduct or permit any fire, bankruptcy, auction, going out of business, liquidation sale or total inventory clearance sale (whether real or fictitious) in the Leased Premises, or utilize any unethical method of business operation;
- (q) Tenant shall not perform any act or carry on any practice which may damage, mar or deface the Leased Premises or any other part of the Shopping Center;
- (r) Tenant shall not use any forklift truck, tow truck or any other powered machine for handling freight in the Shopping Center excepting in such manner and in those areas in the Shopping Center as may be approved by Landlord in writing;
- (s) Tenant shall not place a load on any floor in the interior delivery system, if any, or in the Leased Premises, or in any area of the Shopping Center, exceeding the floor load which such floor was designed to carry, nor shall Tenant install, operate or maintain therein any heavy item or equipment except in such manner as to achieve a proper distribution of weight;
- (t) Tenant shall not install, operate or maintain in the Leased Premises or in any other area of the Shopping Center any electrical equipment which does not bear underwriter's approval, or which would overload the electrical system (or any part) beyond its capacity for proper and safe operation as determined by Landlord;
- (u) Tenant shall not suffer, allow or permit any vibration, noise, light, odor or other effect to emanate from the Leased Premises, or from any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance or otherwise interfere with the safety, comfort and convenience of Landlord or any of the other occupants of the Shopping Center or their customers, agents or invitees or any others lawfully in or upon the Shopping Center. Upon notice by Landlord to Tenant that any of the aforesaid is occurring, Tenant agrees to forthwith remove or control the same;
- (v) Tenant shall not use or occupy the Leased Premises in any manner or for any purpose which would injure the reputation or impair the present or future value of the Leased Premises, the Shopping Center and/or neighborhood in which the Shopping Center is located;
- (w) Tenant shall not store, display, sell or distribute any alcoholic beverages or any dangerous materials (including without limitation fireworks) unless expressly permitted in this Lease. Tenant further shall not store, use, or permit the storage or use of any materials or substances in, on, under or about the Leased Premises which are considered to be hazardous materials or

toxic substances within the meaning of any statute, ordinance, regulation or other law of any local, state or federal governmental authority having jurisdiction over the Shopping Center which are, from time to time, in effect;

- (x) Tenant shall cause its employees, agents and persons selling to Tenant to park in spaces designated by Landlord for such parking; and
- (y) Tenant and Tenant's employees and agents shall not solicit in the parking lot or other Common Areas, nor shall Tenant distribute any handbills or other advertising.

Section 4.4 SIGNS, AWNINGS AND CANOPIES.

Landlord may erect and maintain such suitable signs as it in its sole discretion may deem appropriate to advertise the Shopping Center.

Tenant may erect and maintain only such sign as is in accordance with the General Signage Requirements attached hereto as EXHIBIT C and as Landlord may approve in writing. Tenant shall submit to Landlord detailed drawings of its sign for review and approval by Landlord prior to erecting said sign on the Leased Premises. Tenant shall keep such sign insured and maintain same in good condition, repair, and operating order at all times. If any damage is done to Tenant's sign, Tenant shall commence to repair same within five (5) days or Landlord may at its option repair same at Tenant's expense.

Tenant shall not place or permit to be placed or maintained on any door, exterior wall, or window of the Leased Premises any sign, awning or canopy or advertising matter or other thing of any kind, and shall not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Leased Premises without first obtaining Landlord's written consent. Tenant further agrees to maintain any such signs, awnings, canopies, decorations, lettering, advertising matter or other things as may be approved by Landlord in good condition, operating order and repair at all times. All signs of Tenant and all signs utilized by Tenant shall be professionally lettered, in good taste, no less than six inches from windows and/or store front, and shall conform to the standards of design, motif, and decor from time to time established by Landlord for the Shopping Center.

Section 4.5 RETAIL RESTRICTION LIMIT.

During the term of this Lease, in the event Tenant, its parent entity or subsidiary, or its franchisor or franchisee, or any person, firm, or other entity which directly or indirectly controls or is controlled by Tenant, shall, directly or indirectly, either individually or as a partner, member or stockholder or otherwise, own, operate or become financially interested in any business similar to or in competition with the business of Tenant described in Section 1.1(g) within a radius of five (5) miles from the closest point of the outside boundary of the Shopping Center to the similar to competing business in question, then the Gross Sales of any such business or businesses within said radius shall be included in the Gross Sales made from the Leased Premises and Tenant shall report and maintain records of such sales in the manner provided in Article III hereof and Landlord shall have the right to audit the same as provided in Article IV hereof. This Section 4.5 shall not apply to any such business or businesses open and being operated by Tenant within said radius as of the execution of this Lease.

Section 4.6 HAZARDOUS MATERIALS.

Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Leased Premises, except for the following: (i) Hazardous Materials contained within Tenant's products, equipment, or inventory and which do not pose any significant threat of being released into the environment; and (ii) general office supplies (including, without limitation, ordinary cleaning chemicals and solutions) used for their intended purpose and not posing any significant threat of contamination. Any Hazardous Material

on the Leased Premises, and all containers therefore, shall be used, kept, stored, and disposed of by Tenant in a manner that complies with all federal, state, and local laws or regulations applicable to the particular Hazardous Material.

Tenant shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by Landlord, or any government authority) does or may pollute or contaminate the same, or may adversely affect (a) the health, welfare, or safety of persons, whether located on the Leased Premises or elsewhere, or (b) the condition, use, or enjoyment of the building or any other real or personal property.

At the commencement of each Lease Year, Tenant shall disclose to Landlord the names and approximate amounts of all Hazardous Materials for Landlord's approval, that Tenant intends to store, use, or dispose of on the Leased Premises in the coming Lease Year. In addition, at the commencement of each Lease Year, beginning with the second Lease Year, Tenant shall disclose to Landlord the names and amounts of all Hazardous Materials that were actually used, stored, or disposed of on the Leased Premises if those materials were not previously identified to Landlord at the commencement of the previous Lease Year.

As used herein, the term "Hazardous Material" means (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; (c) any oil, petroleum products, and their by-products; and (d) any substance that is or becomes regulated by any federal, state, or local governmental authority.

Tenant hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material in or on the Leased Premises and/or Shopping Center, and Tenant shall give immediate notice to the Landlord of any violation or potential violation of the provisions of this Section. Tenant shall defend, indemnify and hold harmless Landlord and its agents, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limitation, attorneys' and consultants' fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (a) the presence, disposal, release, or threatened release of any such Hazardous Material that is on, from, or affecting the soil, water, vegetation, building, personal property, persons, animals, or otherwise; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to that Hazardous Material; (c) any lawsuit brought or threatened, settlement reached, or government order relating to that Hazardous Material; or (d) any violation or any laws applicable thereto. The provisions of this Section shall be in addition to any other obligations and liabilities Tenant may have to Landlord at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this Lease.

ARTICLE V

INSURANCE

Section 5.1 INSURANCE.

(a) Tenant shall at its expense procure and maintain throughout the term commercial general liability and, if necessary, commercial umbrella insurance with a limit of not less than Three Million and 00/100ths Dollars (\$3,000,000.00) each occurrence (if such commercial general liability insurance contains a general aggregate limit, it shall apply separately to this location), or such other amounts as Landlord may from time to time reasonably require, naming Landlord, Landlord's agents and their respective affiliates as additional insureds against all liability for injury to or death of a person or persons or damage to property

arising from the use and occupancy of the Leased Premises and contractual liability insurance coverage sufficient to cover Tenant's indemnity obligations thereunder. Without limiting the foregoing, Tenant's commercial general liability insurance shall include coverage for advertising injury, blanket contractual liability, products and completed operations, independent contractors and severability of interest and waiver of subrogation.

(b) Tenant shall carry, at its expense, special form causes of loss property insurance (boiler and machinery, if applicable) on a replacement cost basis for one hundred percent (100%) of the replacement cost of that portion of the Leased Premises which Landlord is not responsible for restoring pursuant to this Lease and for the entire contents thereof, including, but not limited to, Tenant's personal property, Tenant improvements, trade fixtures, equipment, inventories and facilities.

(c) In no event shall Landlord be liable for any business interruption or other consequential loss sustained by Tenant, whether or not it is insured, even if such loss is caused by the negligence of Landlord, its employees, officers, directors, or agents.

(d) Tenant shall carry and maintain during the term of this Lease, at its sole cost and expense, workers' compensation insurance for Tenant's employees and agents as required by Michigan law, including employers' liability insurance in the amount required under Michigan law, but in no event less than One Million Dollars (\$1,000,000.00).

(e) Tenant shall furnish (or caused to be furnished) to Landlord a certificate or certificates of all of the above-described insurance, or other acceptable evidence that all such insurance required to be provided by Tenant is in force at all times during the term hereof and such insurance shall provide that the insurer will not cancel or materially change the insurance without first giving Landlord thirty (30) days' prior written notice and that Landlord shall be notified at least thirty (30) days prior to the expiration of any such insurance. Tenant's insurance shall provide primary coverage to Landlord when any policy issued to Landlord provides duplicate or similar coverage, and in such circumstance Landlord's policy will be excess over Tenant's policy. Such insurance may be furnished by Tenant under any blanket policy carried by it or under a separate policy therefor. The required coverages referred to and set forth in this Section shall in no way affect, nor are they intended as a limitation of, Tenant's liability with respect to the performance of its obligations under this Lease.

Section 5.2 WAIVER.

Landlord and Tenant shall have no liability to one another, or to any insurer, by way of subrogation or otherwise, on account of any loss or damage to their respective property, the Leased Premises or its contents, or the Shopping Center, regardless of whether such loss or damage is caused by the negligence of Landlord or Tenant, arising out of any of the perils or casualties insured against by the property insurance policies carrier, or required to be carried, by the parties pursuant to this Lease. The insurance policies obtained by Landlord and Tenant pursuant to this Lease shall permit waivers of subrogation which the insurer may otherwise have against the non-insuring party. In the event the policy or policies do not allow waiver of subrogation prior to loss, either Landlord or Tenant shall, at the request of the other party, deliver to the requesting party a waiver of subrogation endorsement in such form and content as may reasonably be required by the requesting party or its insurer.

Section 5.3 FIRE INSURANCE RATE AND REQUIREMENTS.

Tenant agrees, at its own cost and expense, to comply with all of the rules and regulations of the Fire Insurance Rating Organization having jurisdiction, and any similar body and to comply with all the requirements of Landlord's insurance carrier subject to the terms and conditions contained in this Lease. If, at any time and from time to time, as a result of or in connection with any failure by Tenant to comply with the foregoing sentence or any act of omission or commission by Tenant, its employees, agents, contractors or

licensees, or as a result of or in connection with the use to which the Leased Premises are put (notwithstanding that such use may be for the purposes heretofore permitted or that such use may have been consented to by Landlord), the fire insurance rate(s) applicable to the Leased Premises, or the building in which same are located, or to any other premises in the Shopping Center, or to any adjacent property owned or controlled by Landlord, or an affiliate of Landlord, and/or to the contents in any or all of the aforesaid properties (including rent insurance relating thereto) shall be higher than that which would be applicable for the least hazardous type of occupancy legally permitted therein, Tenant agrees that it will pay to Landlord, on demand, as additional rent, such portion of the premiums for all fire insurance policies in force with respect to the aforesaid properties (including rent insurance relating thereto) and the contents of any occupant thereof as shall be attributable to such higher rate(s). If Tenant installs any electrical equipment that overloads the lines in the Leased Premises or the building in which the Leased Premises are located, Tenant shall, at its own cost and expense, promptly make whatever changes are necessary to remedy such condition and to comply with all requirements of the Landlord and the Board of Fire Insurance Underwriters and any similar body and any governmental authority having jurisdiction thereof. For the purpose of this paragraph, any finding or schedule of the Fire Insurance Rating Organization having jurisdiction thereof shall be deemed to be conclusive.

In the event that this Lease so permits and Tenant engages in the preparation of food or packaged foods, or engages in the use, sale or storage of inflammable or combustible material, Tenant shall install chemical extinguishing devices (such as ansul devices) approved by the Fire Insurance Rating Organization and shall keep such devices under service as required by such organization. If gas is used in the Leased Premises, Tenant shall install at its expense gas cut-off devices (manual and automatic).

Section 5.4 INSURANCE COSTS.

From the Commencement Date, Tenant shall pay to Landlord, as part of Operation Costs, Tenant's "proportionate share", as defined in Section 2.3, of the entire cost of the insurance carried by Landlord, including, but not limited to, Landlord's primary general liability and excess liability insurance and the entire cost of the insurance procured by Landlord for the Shopping Center, which proportionate share shall be paid in monthly installments.

ARTICLE VI

REPAIRS AND MAINTENANCE

Section 6.1 REPAIRS BY LANDLORD.

Within a reasonable period after receipt of written notice from Tenant, Landlord shall (subject to reimbursement as provided in Section 2.4 hereof) keep and maintain the foundation (not including the floor slab), exterior walls and roof of the building in which the Leased Premises are located and the structural portions of the Leased Premises, exclusive of storefronts, windows (including plate glass windows), window frames, doors, door frames and door closure devices, in good repair. Landlord shall not be required to make any repairs where same were made necessary by any act or omission or negligence of Tenant, any subtenant or concessionaire of Tenant, or their respective employees, agents, invitees, licensees, visitors or contractors, or by fire or other casualty or condemnations, except as provided in Article VIII. Although Landlord under the immediately preceding sentence is not required to make certain repairs, should Landlord make same because Tenant has caused same and not made repairs, then Landlord shall cause the reasonable cost of such repairs plus twenty percent (20%) for overhead to be charged to Tenant and Tenant shall promptly reimburse the Landlord for such costs and overhead.

Section 6.2 REPAIRS AND MAINTENANCE BY TENANT.

Except as provided in Section 6.1 hereof, Tenant shall keep and maintain in good order, condition and repair (including replacement of parts, equipment and cracked or broken glass) the Leased Premises and every part thereof and any and all appurtenances thereto wherever located, including, but not limited to the exterior and interior portion of all doors, door frames, door checks, windows, window frames, plate glass, storefront, floor slab, all plumbing and sewage facilities within the Leased Premises, including free flow up to the main sewer line, grease traps, hair traps, fixtures, heating and air conditioning and electrical systems (whether or not located in the Leased Premises), sprinkler system, walls, floors, and ceilings, and all other work performed by Tenant. The plumbing and sewage facilities serving the Leased Premises shall not be used for any purpose other than that for which they are constructed, nor shall Tenant introduce any matter therein which results in blocking the said facilities. Tenant shall be responsible for any expenses incurred in connection with any breakage, stoppage or damage resulting from a violation of this provision by Tenant, its agents, employees, invitees, licensees or contractors. Tenant shall, at Tenant's cost, maintain, repair, replace and keep in good condition and/or operating order the Leased Premises, all equipment and systems servicing the Leased Premises exclusively, and shall replace all things which are necessary to keep the same in such condition, including but not limited to, all fixtures, lighting and store signs of Tenant. Tenant shall, at Tenant's cost, make such repairs, replacements, or modifications to the Leased Premises, equipment and systems serving the Leased Premises exclusively, as are necessary to cause the same to comply with all applicable governmental laws and regulations including all local, state and/or federal laws, regulations, codes and ordinances as may be adopted or enacted from time to time during the term. Tenant shall also maintain, replace and keep in good repair and operating order all: air conditioning; ventilating; plumbing; sprinkling; heating and electrical installations; ceilings; inside walls; and carpeting and floor surfaces within and/or outside and/or serving the Leased Premises. Tenant shall at all times keep the Leased Premises and all exterior entrances, exterior walls, glass and show molding, partitions, doors, floor surfaces, fixtures, equipment and appurtenances thereof in good order, condition and repair, and in a reasonably satisfactory condition of cleanliness, including reasonably periodic painting of the Leased Premises, and Tenant shall make other such necessary repairs to the Leased Premises not specified in Section 6.1 as being the responsibility of Landlord. Tenant shall at its expense replace all broken or damaged glass or substances therefore, as the case may be. The provisions of this Section 6.2 shall not limit Landlord's obligation to restore or repair under Article VIII in the event of fire or other casualty.

If (i) Tenant does not repair properly as required hereunder and to the satisfaction of Landlord, (ii) Landlord, in the exercise of its sole discretion, determines that emergency repairs are necessary, or (iii) repairs or replacements to the Shopping Center and/or the Common Areas or to the Leased Premises are made necessary by any act or omission or negligence of Tenant, its agents, employees, subtenants, assignees, concessionaires, contractors, invitees, licensees or visitors, then in any of such events Landlord may make such repairs without being liable to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay Landlord's costs for making such repairs plus twenty percent (20%) for overhead, upon presentation of a bill therefor, as additional rent, plus Interest thereon. All repairs made by Tenant shall utilize materials of quality at least equal to the original materials repaired and all repairs shall be made by contractors or installers previously approved by Landlord in accordance with code and satisfying Landlord's bonding requirements on repairs. Tenant expressly hereby waives the provisions of any law permitting repairs by a tenant at Landlord's expense.

Tenant expressly waives all rights to make repairs at the expense of Landlord as provided for in any statute or law in effect during the term of this Lease.

Section 6.3 INSPECTION.

Landlord or its representatives shall have the right to enter the Leased Premises during any business day (and in emergency at all times) during the term.

Section 6.4 OBSTRUCTIONS.

Tenant agrees to keep its loading facilities, if any, and the sidewalks and mall areas (if any) immediately adjoining the Leased Premises free from trash, litter or obstructions.

ARTICLE VII

ADDITIONS AND ALTERATIONS

Section 7.1 BY LANDLORD.

In the event Landlord shall hereafter determine during the term to erect additional structures, add stories to existing buildings, enclose open courts and malls in the Shopping Center (or any portions thereof as may be designated by Landlord), as the Shopping Center may be enlarged or reduced at the sole option of Landlord by addition(s) to the Shopping Center of land and/or buildings or by diminution thereof, Tenant hereby consents thereto and to the performance of work necessary to effect the same and any inconvenience caused thereby. The design, material and performance of necessary work therefore shall be in the sole unrestricted discretion of Landlord. In the event Landlord constructs such improvements, Tenant agrees that Landlord shall have the option, at Landlord's expense to redesign and alter Tenant's storefront to conform to the improvements made by Landlord (such new storefront to be subject to Landlord's design), and Tenant agrees to pay in the manner specified in Section 2.4 its proportionate share of the Operation Costs, and in addition to pay in the manner specified in Section 5.4 its proportionate share of Landlord's insurance and in the manner specified in Section 2.3 its proportionate share of Real Estate Taxes or other taxes, as said terms are therein defined, which are imposed by reason of said improvements. Tenant acknowledges that the charges and payments required in this paragraph are in addition to any other payments required in this Lease, for default of which Landlord shall be entitled to all remedies granted by this Lease or at law or equity.

Section 7.2 BY TENANT.

Tenant may from time to time (if Tenant shall not be in default), at its own expense, alter, renovate or improve the non-structural, interior portions (structural being defined, for these purposes, as including the storefront and plumbing, electrical and HVAC systems) of the Leased Premises; provided the same do not cost more than Five Thousand Dollars (\$5,000.00) during any Lease Year and are performed in a good and workmanlike manner; in accordance with accepted building practices and applicable laws including, but not limited to, building codes and zoning ordinances; and do not to weaken or impair the strength or lessen the value of the building in which the Leased Premises are located. All fixtures installed by Tenant shall be new, and all other improvements made to the interior of the Leased Premises by Tenant shall consist of new materials. No changes, alterations or improvements affecting the exterior of the Leased Premises or the structure of the building shall be made by Tenant. Tenant shall obtain Landlord's prior written approval of the plans and specifications for any alterations, renovations or improvements proposed under this Section 7.2 and shall cause Landlord's bonding, insurance and other contractor requirements to be satisfied. If Tenant fails to submit plans and specifications to Landlord prior to commencement of any such work and/or fails to obtain Landlord's approval, then upon Landlord's demand, Tenant shall immediately restore the Leased Premises to its original condition. Any work done by Tenant under the provision of this Section 7.2 shall not interfere with the use of other premises in the Shopping Center.

ARTICLE VIII

DAMAGE, DESTRUCTION OR CONDEMNATION OF LEASED PREMISES

Section 8.1 DAMAGE OR DESTRUCTION.

If all or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty covered by Landlord's insurance policy, this Lease shall continue in full force and effect, unless terminated as hereinafter provided, and Landlord shall repair, restore or rebuild the Leased Premises to its condition at the time of the occurrence of the loss; provided, however, Landlord shall not be obligated to commence such

repair, restoration or rebuilding until insurance proceeds are received by Landlord, and Landlord's obligation hereunder shall be limited to the proceeds received and retained by Landlord under its insurance policy which are allocable to the Leased Premises. Notwithstanding the foregoing, Tenant acknowledges and agrees that any insurance maintained by Landlord shall be solely for the benefit of Landlord and Landlord's mortgagee(s), and Tenant waives and releases any and all rights to any proceeds payable by reason of such insurance.

Tenant agrees to notify Landlord in writing not less than thirty (30) days prior to the date Tenant opens for business in the Leased Premises of the actual costs of all permanent leasehold improvements and betterments installed or to be installed by Tenant in the Leased Premises (whether same have been paid for entirely or partially by Tenant), but exclusive of Tenant's personal property, movable trade fixtures and contents. Similar notifications shall be given to Landlord not less than thirty (30) days prior to the commencement of any proposed alterations, additions or improvements to the Leased Premises by Tenant (if same are permitted under the terms of this Lease) subsequent to the initial construction of the Leased Premises. If Tenant fails to comply with the foregoing provisions, any loss or damage Landlord shall sustain by reason thereof shall be borne by Tenant and shall be paid immediately by Tenant upon receipt of a bill therefor and evidence of such loss, and in addition to any other rights or remedies reserved by Landlord under this Lease, Landlord's obligations under this Article VIII to repair, replace and/or rebuild the Leased Premises, shall be deemed inapplicable, and in lieu thereof Landlord may, at its election, either restore or require Tenant to restore the Leased Premises to the condition in which it existed prior to such loss, and in either case Tenant shall pay the cost of such restoration.

Tenant covenants and agrees to reopen for business in the Leased Premises within thirty (30) days after notice from Landlord that the Leased Premises are ready for re-occupancy. Tenant shall repair, redecorate, refixture and restock the Leased Premises in a manner at least equal to that existing prior to such damage or destruction, and the proceeds of all insurance carried by Tenant shall be held by Tenant in trust for such purposes.

No damage or destruction to the Leased Premises shall allow Tenant to surrender possession of the Leased Premises or affect Tenant's liability for the payment of rent or any other covenant herein contained, except as may be specifically provided in this Lease.

Notwithstanding anything else to the contrary contained in this Section 8.1 or elsewhere in this Lease, Landlord, at its option, may terminate this Lease on thirty (30) days notice to Tenant if:

- (a) The Leased Premises and/or building in which the Leased Premises is located shall be damaged or destroyed as a result of an occurrence which is not covered by Landlord's insurance; or
- (b) The Leased Premises and/or the building in which the Leased Premises is located shall be damaged or destroyed during the last two (2) years of the term; or
- (c) Any or all of the buildings of the Shopping Center or the Common Areas are damaged (whether or not the Leased Premises is damaged) to such an extent that, in the sole judgment of Landlord, the Shopping Center cannot be operated as an economically viable unit.

Tenant shall give to Landlord and to all mortgagees of record prompt written notice of any damage to or destruction of any portion of the Leased Premises resulting from fire or other casualty.

Section 8.2 CONDEMNATION.

If the entire Leased Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, or conveyance shall be made in lieu thereof, this Lease shall terminate

and expire as of the date of such taking, and the parties shall thereupon be released from any further liability hereunder.

Notwithstanding anything contained in this Lease to the contrary, in the event more than fifteen percent (15%) of the Leased Premises or more than twenty-five percent (25%) of the then existing paved parking spaces of the Shopping Center shall be appropriated or taken, or conveyance made in lieu thereof, either party shall have the right to cancel and terminate this Lease as of the date of such taking upon giving notice to the other of such election, within thirty (30) days after notice to Tenant from Landlord or the condemning authority that the Leased Premises is to be appropriated or taken. In the event of such cancellation, the parties shall thereupon be released from any further liability under this Lease (except for obligations existing on the effective date of such termination); provided, however, that if more than twenty-five percent (25%) of the then existing paved parking spaces shall be appropriated or taken and fifteen percent (15%) or less of the Leased Premises shall be appropriated or taken, and Tenant shall have given notice to Landlord of cancellation, Landlord may at its option nullify and vacate Tenant's cancellation by giving Tenant notice within thirty (30) days prior to the effective date of taking that it will provide substitute parking on or adjacent to the Shopping Center sufficient to cause the paved parking spaces after such substitution to be reduced by not more than twenty-five percent (25%) of the number of spaces prior to such taking, in which event this Lease shall remain in full force and effect.

If a portion of the Leased Premises is taken, or conveyance made in lieu thereof, and if this Lease shall not be terminated as provided in the preceding paragraph, then Minimum Annual Rent shall be ratably apportioned according to the space so taken, and Landlord shall, at its own expense, restore the remaining portion of the Leased Premises to a single architectural unit. The cost of Landlord's obligation hereunder shall be limited to the net proceeds of the condemnation award actually received and retained by Landlord which are allocable to the Leased Premises.

If more than fifteen percent (15%) of the gross leasable floor area within the Shopping Center shall be so taken, regardless of whether or not the Leased Premises shall have been partially taken, then Landlord shall have the right to terminate this Lease on thirty (30) days written notice.

All compensation awarded or paid upon a total or partial taking of the Leased Premises shall belong to and be the property of Landlord without any participation by Tenant; provided, however, Tenant shall be entitled to claim in such condemnation proceedings, such award as may be allowed for relocation costs, fixtures and other equipment installed and paid for by Tenant, but such award shall not reduce Landlord's award and shall be in addition to the award for the land and the building (or a portion thereof) containing the Leased Premises.

It is mutually agreed that (i) any reduction in the parking area, number of parking spaces in the Shopping Center, and/or restriction on the number of motor vehicles that may enter the Shopping Center by action or order of any governmental authority, quasi-governmental authority, and/or by any court having jurisdiction in the premises shall not constitute such a taking or condemnation under this Lease that would entitle Tenant to terminate this Lease, (ii) any such environmental condemnation and/or compliance by Landlord with any order, rule or regulation of any such authority, with any such judicial decree, and/or any such existing or future law shall not constitute a default under this Lease by Landlord so as to entitle Tenant to terminate this Lease, and this Lease shall remain in full force and effect, and (iii) as between Landlord and Tenant, Landlord may but shall not be obligated to comply with any such order, rule, regulation, judicial decree or law.

ARTICLE IX

PROMOTION

Intentionally Omitted.

ARTICLE X

MORTGAGE FINANCING

Tenant shall provide from time to time, within ten (10) days after request by Landlord, such financial information concerning Tenant and Tenant's business operations in the Leased Premises as may be reasonably requested by any mortgagee, prospective mortgagee or purchaser of the Shopping Center. If any lending institution with which Landlord, purchaser or prospective purchaser of any portion of the Shopping Center has negotiated or may negotiate interim or long term financing for the Shopping Center or part thereof does not approve the credit rating of Tenant, or if such lending institution shall require change(s) in this Lease as a condition or one of the conditions of its approval of this Lease for such financing and if within fifteen (15) days after notice from Landlord (i) Tenant fails or refuses to supply or execute guarantees which are stated by Landlord as necessary to secure the approval of Tenant's credit by any such lending institution, (ii) if Tenant fails or refuses to execute with Landlord the amendment or amendments to this Lease accomplishing the change(s) which are stated by Landlord to be needed in connection with approval of this Lease for purposes of such financing, or (iii) if any reason, such financing in any amount satisfactory to Landlord cannot be obtained, Landlord shall have the right to cancel this Lease at any time prior to the commencement of the term. In the event of cancellation by Landlord hereunder, this Lease shall be and become null and void and both parties shall automatically be released as of the date of Landlord's cancellation notice from any and all liability or obligation under this Lease, except that Landlord shall return the security deposit, if any, made by Tenant. Notwithstanding anything contained herein to the contrary, Tenant shall not be required to agree, and Landlord shall not have any right of cancellation for Tenant's refusal to agree, to any modification of the provisions of this Lease relating to the amount of Minimum Annual Rent reserved, the size and/or location of the Leased Premises, the duration and/or Commencement Date, or reducing the improvements to be made by Landlord to the Leased Premises prior to tender of possession.

The rights of Tenant under this Lease shall be subject and subordinate to all instruments executed and to be executed in connection with the exercise of any such rights, including, but not limited to, the lien of any mortgage, deed of trust, or security agreement now or hereafter placed upon Landlord's interest in the Leased Premises. This paragraph shall be self-operative. However, Tenant covenants and agrees to execute and deliver upon demand such further instruments subordinating this Lease to the lien of any such mortgage, deed of trust or security agreement as shall be requested by Landlord and/or mortgagee, proposed mortgagee or holder of any security agreement. If Tenant fails to execute and deliver to Landlord said instruments within five (5) days after its receipt thereof, then Tenant immediately shall tender to Landlord a sum equal to One Hundred Dollars (\$100.00) for each day after said five (5) day period that it delays in the execution and delivery thereof. Tenant hereby irrevocably appoints, names and constitutes Landlord as its irrevocable attorney-in-fact, coupled with an interest, to execute and deliver any such instrument for and on behalf of Tenant if Tenant fails to execute and deliver to Landlord said instruments within five (5) business days after its receipt thereof. In such an event, Landlord shall not have liability to Tenant by reason of said agency relationship.

If the interest of Landlord shall be transferred to and owned by any mortgagee or purchaser by reason of foreclosure or other proceeding(s) brought by mortgagee or any other, and such mortgagee or purchaser succeeds to the interest of Landlord under this Lease, then (a) Tenant shall be bound to such mortgagee or purchaser under the terms, covenants and conditions of this Lease for the balance of the Term, with the same force and effect as if such mortgagee or purchaser was the original landlord under this Lease, and (b) Tenant

shall attorn to such mortgagee or purchaser as its landlord under this Lease, said attornment to be effective and self-operative without the execution of any further instruments by either party hereto, immediately upon the succession of such mortgagee or purchaser to the interest of Landlord under this Lease.

ARTICLE XI

DEFAULT BY TENANT

Section 11.1 EVENTS OF TENANT'S DEFAULT.

It shall, at Landlord's option, be deemed a breach of this Lease and an event of default and Landlord may declare a breach and event of default if:

- (a) Tenant fails to (i) make any payment of money pursuant to this Lease following a seven (7) day written notice to cure, or (ii) perform any other term, covenant, condition, provision or agreement of this Lease not specifically enumerated in (b) through (o) and if said non-monetary default continues to exist at the expiration of fourteen (14) days after written notice thereof given by Landlord to Tenant; provided, however, that if any said non-monetary default cannot reasonably be cured within such fourteen (14) day period, by the exercise of due diligence, the same shall not constitute a default hereunder if within such fourteen (14) day period Tenant commences the curing of such non-monetary default and diligently prosecutes same to completion; provided that such non-monetary default is cured within thirty (30) days after the expiration of said fourteen (14) day period; or
- (b) the Leased Premises becomes abandoned, vacated or is destroyed by Tenant, its employees or agents or Tenant fails to operate in accordance with the requirements of Article IV; or
- (c) a trustee or receiver shall be appointed (and Tenant does not regain possession within thirty [30] days after such appointment) to take possession of substantially all of Tenant's assets in, on or about the Leased Premises or of Tenant's interest in this Lease; or
- (d) Tenant makes an assignment for the benefit of creditors; or
- (e) substantially all of Tenant's assets in, on or about the Leased Premises or Tenant's interest in this Lease are attached or levied upon under execution (and Tenant does not discharge the same within sixty [60] days thereafter); or
- (f) a petition (voluntary or involuntary) in bankruptcy, insolvency, or for reorganization or arrangement is filed by or against Tenant pursuant to any federal or state statute (and, with respect to any petition filed against it, Tenant fails to secure a stay or discharge thereof within ten [10] days after the filing of the same); or
- (g) Tenant should be adjudicated bankrupt; or
- (h) the interest of Tenant in the Leased Premises shall be sold under execution or other legal process; or
- (i) a final judgment which alone or with other outstanding final judgments against Tenant exceeds in the aggregate Five Thousand Dollars (\$5,000.00) in amount shall be rendered against Tenant, and within ten (10) days after entry thereof, such judgments shall not have been

discharged or execution thereof stayed pending appeal, or within thirty (30) days after the expiration of any such stay, such judgment shall not have been discharged; or

- (j) there shall exist and be permitted to continue for ten (10) days after written notice thereof shall have been given to Tenant or Landlord, an involuntary lien of any kind or nature upon any of the properties or assets of Tenant which alone or together with other such involuntary liens exceed in the aggregate One Thousand Dollars (\$1,000.00) in amount unless other arrangements are made satisfactory to Landlord permitting Tenant to contest the validity of any such lien; or
- (k) Tenant does or causes to be done any unauthorized construction in the Shopping Center or the Leased Premises, or Tenant deviates from the plans and specifications for Tenant's Work without the prior written approval of Landlord, or there exists any defective workmanship or materials in Tenant's Work, which deviations or defects are not corrected within five (5) days after notice thereof; or
- (l) there exists any material written representation or warranty contained herein or any material written representation to Landlord concerning the financial condition or credit standing of either Tenant or any party obligated to Landlord under any agreements guaranteeing performance of any of the obligations of Tenant referred to herein ("Guarantor") proves to be false or misleading, or Landlord reasonably determines that its position as Landlord is threatened by reason of a material adverse change in the financial condition or credit standing of either Tenant or of any Guarantor; or
- (m) there is any material adverse change in the financial condition of Tenant or any Guarantor, or the taking of any action by Tenant's general partner, if a partnership or by a partnership or venture, or by an officer or director of Tenant, if a corporation, looking to the dissolution or liquidation of Tenant; or
- (n) there is an attachment, execution or other judicial seizure of substantially all of Tenant's assets or of those assets on the Leased Premises.

Notwithstanding the foregoing provisions of this Section, in the event Tenant shall fail to perform or shall default in the performance of any term, covenant or condition of this Lease on two (2) or more separate occasions during any twelve-month period, then, even though such failures or defaults may have been cured by Tenant, any further failure or default by Tenant during the term of this Lease shall be deemed a default without the ability for cure by Tenant. During the continuance of any failure of performance or any default by Tenant in the performance of any term, covenant or condition of this Lease, Tenant shall not be entitled to exercise any rights or options, or to receive any funds or proceeds being held under or pursuant to this Lease, notwithstanding any contrary provisions contained herein.

If Landlord shall not be permitted to terminate this Lease as hereinabove provided because of the provisions of the United States Code relating to bankruptcy ("Bankruptcy Code"), then Tenant or any trustee for Tenant agrees promptly, within no more than fifteen (15) days upon request by Landlord to the Bankruptcy Court, to assume or reject this Lease, and Tenant agrees not to seek or request any extension or adjustment of any application to assume or reject this Lease filed by Landlord with such court. In such event, Tenant or any trustee for Tenant may only assume this Lease if it (i) cures or provides adequate assurance that the trustee will promptly cure any default hereunder, (ii) compensates or provides adequate assurance that Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's default, and (iii) provides adequate assurance of future performance under this Lease by Tenant, including, without limitation, Section 1.1(h). In no event after the assumption of this Lease by Tenant or any trustee for Tenant shall any then existing default remain uncured for a period in excess of ten (10) days. Adequate assurance of

future performance of this Lease shall include, without limitation, adequate assurance (A) of the source of Minimum Annual Rent and (B) that any assignment of this Lease will not breach any provision hereunder. In the event of a filing of a petition under the Bankruptcy Code, Landlord shall have no obligation to provide Tenant with heating, ventilating and air-conditioning services or utilities, janitorial, maintenance or security services, if any, unless Tenant shall have paid and be current in all payments due hereunder.

Section 11.2 LANDLORD'S RIGHTS ON DEFAULT.

If Tenant shall not have timely cured its default in the manner provided in Section 11.1, Landlord shall be entitled to (i) apply the security deposit, if any, specified in Section 1.1 to its own purposes without thereby diminishing or affecting any of Tenant's obligations hereunder for the payment of rent or otherwise; (ii) re-enter the Leased Premises and remove all persons and all or any property therefrom, by any suitable action or proceeding at law, or by force or otherwise, without being liable for any prosecution therefore or damages resulting therefrom, and repossess and enjoy the Leased Premises, together with all additions, alterations and improvements; (iii) following re-entry, Landlord may repair, alter, remodel and/or change the character of the Leased Premises as it may deem fit; (iv) following re-entry, Landlord may relet the Leased Premises or any part or parts thereof, as the agent of Tenant or otherwise; (v) terminate this Lease; provided that such termination shall not release Tenant from any of its obligations contained in this Lease, including those for the balance of the term then in effect at the time of such default; or (vi) cure the default and assess against Tenant the cost of curing the default, together with an administrative charge of twenty-five percent (25%) thereof, as additional rent, which shall be paid to Landlord within five (5) days after Tenant's receipt of a bill therefore, all of which remedies shall be cumulative with each other upon Landlord's election thereof and all other remedies available at law or in equity. The exercise by Landlord of any right granted in the sentence immediately preceding shall not relieve Tenant from the obligation to make all rental payments, and to fulfill all other covenants required by this Lease, at the time and in the manner provided herein, and if Landlord so desires all current and future rent and other monetary obligations shall become due and payable upon such default. Tenant throughout the remaining term shall pay Landlord, no later than the last day of each month during the term, the then current excess, if any, of the sum of the unpaid rentals and costs to Landlord resulting from such default by Tenant over the proceeds received by Landlord from such reletting, if any. Any excess rent or sums received from renting the Leased Premises by Landlord as a result of Tenant's default shall remain the sole property of Landlord.

Landlord shall not be required to relet the Leased Premises nor exercise any other right granted to Landlord hereunder, nor shall Landlord be under any obligation to minimize Tenant's loss as a result of Tenant's default. If Landlord attempts to relet the Leased Premises, Landlord shall be the sole judge as to whether or not a proposed tenant is suitable and acceptable.

Section 11.3 NON-WAIVER PROVISIONS.

The maintenance of any action or proceeding to recover possession of the Leased Premises, or any installments of rent or any other moneys that may be due or become due from Tenant to Landlord, shall not preclude Landlord from thereafter (i) instituting and maintaining subsequent actions or proceedings for the recovery of possession of the Leased Premises or of any other moneys that may be due or become due from Tenant, or (ii) the election of any other remedy available to Landlord under this Lease. Any entry or re-entry of the Leased Premises by Landlord shall not be deemed to absolve or discharge Tenant from liability as a result of a default hereunder.

No payments by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and

satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent, and to pursue any other remedy provided in this Lease.

Landlord's failure to take advantage of any default or breach of covenant on the part of Tenant shall not be construed as a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this Lease be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant of any term, covenant or condition hereof, or to exercise any rights given him on account of any such default. A waiver by Landlord of a particular breach or default shall not be deemed to be a waiver of the same or any other subsequent breach or default. The acceptance of rent hereunder shall not be, or be construed, a waiver of any breach or any term, covenant or condition of this Lease. No act or omission by Landlord or its employees or agents during the Term shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept such a surrender shall be valid unless it is in writing and signed by Landlord.

Section 11.4 INABILITY TO PERFORM.

Intentionally Omitted.

Section 11.5 LEGAL EXPENSES.

If Tenant shall at any time be in default hereunder, and if Landlord shall deem it necessary to engage attorneys to enforce its rights hereunder, Tenant will reimburse the Landlord for the reasonable expenses incurred thereby, including, but not limited to, court costs and reasonable attorney's fees that are awarded by a court of competent jurisdiction. In the event that Tenant files for bankruptcy, Landlord shall be entitled to its attorneys fees from the bankruptcy proceeding as part of any cure amount.

Section 11.6 ADDITIONAL CHARGES.

Any charge, fine or other monetary obligation assessed against Tenant by reason of its failure to perform its obligations hereunder as provided in this Lease shall constitute additional charges and shall be deemed to be material consideration for the Leased Premises. Notwithstanding anything contained herein to the contrary, any such charge, fine or other monetary obligation assessed against Tenant shall not constitute liquidated damages and shall be deemed to be cumulative with all other remedies available at law or in equity to Landlord as provided herein.

ARTICLE XII

OTHER PROVISIONS

Section 12.1 LIMITATION OF LIABILITY OF LANDLORD.

No personal liability of any kind under any of the terms, conditions or provisions of this Lease shall attach to the Landlord (including any leasing agent, broker or other agent or representative of Landlord) for the payment of any amounts payable under this Lease or for the performance of any terms, conditions or provisions required to be performed by Landlord under this Lease. If Landlord shall fail to perform any term, condition or provision of this Lease required to be performed by Landlord and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution and levy of such judgment against the right, title and interest of Landlord in the Shopping Center or out of payments received by Landlord upon the sale or other disposition of all or any part of Landlord's right, title and interest in the Shopping Center, and neither Landlord nor any person, partnership, firm, limited liability company or corporation comprising Landlord shall be personally liable for any such judgment or monetary deficiency. (As

used in this Section Landlord shall be deemed to include any beneficiary of Landlord or any partner of such beneficiary or any agent, employee, or representative of Landlord or such beneficiary.)

Section 12.2 RELATIONSHIP OF THE PARTIES.

Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computing rent or any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of Landlord and Tenant. If the named Landlord in this Lease is designated as an agent, Tenant agrees that the word "Landlord" shall be deemed to refer solely to such agent's principal.

Section 12.3 SECURITY DEPOSIT.

Tenant shall pay security as noted in Section 1.1(i).

Section 12.4 INDEMNITY.

To the fullest extent permitted by law, except to the extent caused by the negligence or willful misconduct of Landlord, its agents, employees, partners, officers, directors, shareholders, members, or contractors Tenant will defend, indemnify and hold Landlord, its officers, directors, stockholders, agents and employees harmless from and against all Claims (as defined herein) arising out of or relating (directly or indirectly) to (i) the negligent conduct or negligent management of the Leased Premises or of any business therein, or any work or thing whatsoever done, or any condition created in or about the Leased Premises during the term; (ii) any act, omission, breach of any provision of this Lease or negligence of Tenant or any of Tenant's subtenants or licensees or the partners, directors, officers, agents, employees, invitees or contractors of Tenant or of Tenant's subtenants or licensees; and (iii) any accident, injury or damage whatsoever occurring in or at the Leased Premises. For purposes of this Lease, "Claims" means any and all claims, losses, costs, injuries, damages, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), charges, assessments, fines, and penalties of any kind (including consultant and expert expenses, court costs, and attorneys' fees actually incurred). In any and all Claims against Landlord by any employee of Tenant, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any workers compensation acts, disability benefits acts or other employee benefits acts. Tenant's obligations under this Section 12.4 shall survive the expiration or earlier termination of this Lease.

Section 12.5 DAMAGE TO PROPERTY OR PERSONS.

Landlord shall not be liable for any loss of or damage to property of Tenant or of others located in the Leased Premises or the Shopping Center, by theft or otherwise, or for any loss or damage whatsoever to any property which Tenant could remove at the end of the term as provided in Section 12.7. Landlord shall not be liable for any injury or damage to persons or property or interior of the Leased Premises resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Leased Premises or from the pipes, appliances, or plumbing works or from the roof, street, or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such injury or damage caused by other tenants or any person(s) either in the Leased Premises or elsewhere in the Shopping Center, or by occupants of property adjacent to the Shopping Center, or by the public, or by operations in the construction of any private, public, or quasi-public work. The parties agree that any liability of Landlord under the preceding sentence shall be limited to cost of repair only. Notwithstanding anything contained herein to the contrary, Landlord shall not be responsible for damage or loss of property of Tenant kept or stored on the Leased Premises, no matter how caused.

Section 12.6 ASSIGNMENT OR SUBLETTING.

- (a) Notwithstanding any references to assignees, subtenants, concessionaires or other similar entities in this Lease, Tenant shall not (i) assign or otherwise transfer, or mortgage or otherwise encumber, this Lease or any of its rights hereunder, (ii) sublet the Leased Premises or any part thereof, or permit the use of the Leased Premises or any part thereof by anyone, or (iii) permit the assignment or other transfer of this Lease or any of Tenant's rights hereunder by operation of law. Any such attempted or purported transfer, assignment, mortgaging or encumbering of this Lease or any of Tenant's interest hereunder and any attempted or purported subletting or grant of a right to use or occupy all or a portion of the Leased Premises in violation of the foregoing sentence, whether voluntary or involuntary or by operation of law or otherwise, shall be null and void and shall not confer any rights upon any purported transferee, assignee, sublessee, mortgagee, or occupant, and shall, at Landlord's option, terminate this Lease without relieving Tenant of any of its obligations hereunder for the balance of the stated term. Nothing contained elsewhere in this Lease shall authorize Tenant to enter into any franchise, concession, license, permit, subtenancy, departmental operation arrangements or the like, except pursuant to the provisions of this Section 12.6. In the event that Tenant, notwithstanding the foregoing prohibition, does assign or in any manner transfers this Lease or any estate or interest therein, Tenant shall in no way be released from any of its obligations under this Lease. The sale, issuance, or transfer of any voting control, of Tenant or Tenant's Guarantor or any corporate entity which directly or indirectly controls Tenant (if Tenant or Tenant's Guarantor or such entity be a non-public corporation the stock of which is not traded on any exchange or over the counter), which results in a change in the voting control of Tenant, or Tenant's Guarantor or the entity which directly or indirectly controls Tenant shall be deemed to be an assignment of this Lease within the meaning of this Section. If the Tenant is a partnership or an unincorporated association, then the sale, issuance or transfer of a majority interest therein, or the transfer of a majority interest in or a change in the voting control of any partnership or unincorporated association or corporation which directly or indirectly controls Tenant, or the transfer of any portion or all of any general partnership or managing interest in Tenant or in any such entity, or any change or conversion of Tenant or of any such entity to a limited liability entity, shall be deemed to be a prohibited assignment of this Lease within the meaning of this Section 12.6. The consent by Landlord to any assignment, transfer, or subletting to any party shall not be construed as a waiver or release of Tenant under the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of rent from any such assignee, transferee, subtenant or occupant constitute a waiver or release of Tenant of any covenant or obligation contained in this Lease. Violation(s) of the foregoing shall constitute a default under the provisions of Article XI.
- (b) Without conferring any rights upon Tenant not otherwise provided in this Section 12.6, in the event of an assignment or transfer of Tenant's interest in this Lease, or a sublease of all or a portion of the Leased Premises, to a third party, any monthly rent or other payment accruing to Tenant as the result of any such assignment, transfer, or sublease, including any lump sum or periodic payment in any manner relating to such assignment, transfer, or sublease, which is in excess of the rent then payable by Tenant under the Lease shall be paid by Tenant to Landlord monthly as additional charges. Landlord may require a certificate from Tenant specifying the full amount of any such payment of whatsoever nature. Notwithstanding any assignment, subletting or transfer of this Lease or Tenant's rights hereunder, Tenant shall remain fully liable on this Lease and for the performance of all terms, covenants and provisions of this Lease.
- (c) Any costs and expenses, including attorneys' fees incurred by Landlord in connection with any proposed or purported assignment, transfer or sublease shall be borne by Tenant and shall

be payable to Landlord as additional charges. It is understood and agreed that the restrictions set forth in this Section are of primary importance in enabling Landlord to control the mix of tenants in the Shopping Center.

Section 12.7 SURRENDER OF LEASED PREMISES AND HOLDING OVER.

At the expiration or earlier termination of the tenancy hereby created or upon the exercise by Landlord of its right to re-enter the Leased Premises without terminating this Lease, Tenant shall immediately surrender the Leased Premises in the same condition as the Leased Premises was in upon delivery of possession thereof to Tenant, and Tenant shall surrender all keys for the Leased Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations of locks, safes, and vaults, if any in the Leased Premises. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term. If Tenant shall default in so surrendering the Leased Premises, Tenant's occupancy subsequent to such expiration, whether or not with the consent or acquiescence of Landlord, shall be deemed to be that of a tenancy at will and in no event from month to month or from year to year, and it shall be subject to the same terms and conditions of this Lease, except that Minimum Annual Rent shall be double the amount payable in the final month of the term, and no extension or renewal of this Lease shall be deemed to have occurred by such holding over. If Tenant fails to surrender the Leased Premises upon the termination or expiration of this Lease, then Tenant shall in addition to the obligations to Landlord accruing therefrom, indemnify and hold Landlord harmless from loss or liability resulting from such failure, including, without limiting, the generality of the foregoing, any claims made by any succeeding tenant founded on such failure.

Prior to the expiration or sooner termination of this Lease, Tenant shall remove any and all movable, non-affixed trade fixtures, equipment, furniture and other unattached items which Tenant may have installed, stored or left in the Leased Premises or elsewhere in the Shopping Center, including, but not limited to, counters, shelving, show cases, chairs and unattached movable machinery purchased or provided by Tenant and which are susceptible of being moved without damage to the building. Tenant shall repair any damage to the Leased Premises caused by its removal of such fixtures and movables. In the event Tenant does not make such repairs, Tenant shall be liable for and agrees to pay Landlord's costs and expenses in making such repairs, together with a sum equal to twenty percent (20%) of such costs and expenses to cover Landlord's overhead in making such repairs for Tenant. Tenant shall not remove any plumbing or electrical fixtures or equipment, heating or air conditioning equipment, floor coverings (including, but not limited to, wall to wall carpeting), walls or ceilings, all of which shall be deemed to constitute a part of the freehold and/or leasehold interest of Landlord, nor shall Tenant remove any fixtures or machinery that were furnished or paid for by Landlord (whether initially installed or replaced). The Leased Premises shall be left in a broom-clean condition. If Tenant shall fail to remove its trade fixtures or other property as provided in this Section 12.7, such fixtures and other property not removed by Tenant shall be deemed abandoned by Tenant and at the option of Landlord shall become the property of Landlord, or at Landlord's option may be removed by Landlord at Tenant's expense plus twenty percent (20%) as herein above provided, or placed in storage at Tenant's expense, or sold or otherwise disposed of, in which event the proceeds of such sale or other imposition shall belong to Landlord.

If during the last month of the term, Tenant shall have removed all or substantially all of Tenant's property therefrom, Landlord may immediately enter, alter, renovate and redecorate the Leased Premises without elimination or abatement of rent or other compensation or charges and such acts shall have no effect upon this Lease.

Section 12.8 LIEN OF LANDLORD FOR RENT, TAXES AND OTHER SUMS.

Intentionally Omitted.

Section 12.9 LIENS.

Tenant shall keep the Leased Premises and all other parts of the Shopping Center free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant, and Tenant shall discharge any lien or claim for payment filed against the Shopping Center or any part thereof for work done or materials furnished with respect to the Leased Premises within ten (10) days after such lien is filed. If Tenant fails to keep this covenant, in addition to any other remedies available to Landlord under this Lease or otherwise, Landlord may at its option discharge such lien or claim, in which event Tenant agrees to pay Landlord a sum equal to three (3) times the amount of the lien or claim thus discharged by Landlord and to compensate Landlord for its expenses, attorney's fees and damages thereby caused Landlord. It is agreed and understood that any work done on behalf of or materials furnished to Tenant with respect to the Leased Premises is not authorized or otherwise approved by Landlord. It is further agreed and understood that any lien or claim for payment arising out of such work or materials shall solely encumber Tenant's leasehold estate in the Leased Premises, not Landlord's interest in the Shopping Center, and upon the expiration or termination of this Lease, said lien or claim shall be extinguished, without further force or effect, as to the Shopping Center and Landlord. Prior to the commencement of Tenant's Work, Tenant shall furnish Landlord with a performance and payment bond, in form and substance satisfactory to Landlord, naming Landlord, and any holder of the mortgage or deed of trust secured on the Leased Premises, as obligees thereunder and indemnifying said parties from any liens or claims for payment arising from Tenant's Work. The bond shall be issued a surety reasonably satisfactory to Landlord and shall be in an amount equal to the value of Tenant's Work as determined by Landlord.

Section 12.10 INTEREST.

Whenever this Lease refers to "Interest," same shall be computed at a rate equal to the lesser of eighteen percent (18%), or the maximum rate allowed by law.

Section 12.11 LATE PAYMENTS.

Should Tenant fail to pay when due any installment of Minimum Annual Rent or any other sum payable to Landlord under the terms of this Lease, then Interest shall accrue from and after the date on which any such sum shall be due and payable, and such Interest together with a late charge of ten percent (10%) to cover the extra expense involved in holding such delinquency shall be paid by Tenant to Landlord at the time of payment of the delinquent sum.

Section 12.12 SUCCESSORS AND ASSIGNS.

Subject to the restrictions set forth in Section 12.6, this Lease shall bind and inure to the benefit of each party and its successors, assigns, devisees, executors, heirs and trustees.

Section 12.13 WAIVER OF RIGHT OF REDEMPTION.

Tenant hereby expressly waives any and all rights of redemption conferred by statute or otherwise.

Section 12.14 NOTICES.

Whenever notice shall or may be given to either of the parties by the other, each such notice shall be by registered or certified mail, or overnight mail service (e.g., FedEx or Express Mail) with return receipt requested, at the respective addresses of the parties as contained herein or to such other address as either party may from time to time designate in writing to the other. Any notice under this Lease shall be deemed to have been given at the time it is placed in the mails with sufficient postage prepaid.

Section 12.15 LANDLORD'S RIGHT OF RELOCATION.

Landlord shall have the right, at its option, upon thirty (30) days' prior written notice to Tenant, to relocate Tenant and to substitute for the Leased Premises described herein other comparable space in the Shopping Center. Such substitute space shall be improved by Landlord, at its expense, with improvements substantially equal in quantity and quality to those in the Leased Premises. Landlord shall pay all reasonable expenses incurred by Tenant in connection with its inventory, installing new door lettering, telephone relocation and reasonable quantities of new stationery. Upon completion of the relocation, Landlord and Tenant shall amend this Lease to change the description of the Leased Premises and any other matters pertinent thereto.

Section 12.16 NO BROKER.

Each party represents and warrants to the other party that, except for KJ Commercial, no broker was involved on its behalf in negotiating or consummating this Lease, and agrees to indemnify and hold the other harmless from and against any and all claims for brokerage commissions arising out of any communications or negotiations had by Landlord or Tenant with any broker regarding the Leased Premises or any other premises in the Shopping Center and/or the consummation of this Lease.

Section 12.17 SHORT FORM LEASE.

Tenant shall not record this Lease or any short form of this Lease. At Landlord's sole option and discretion, Tenant agrees to execute, acknowledge and deliver at any time after the date of this Lease, at the request of Landlord, a "short form lease" suitable for recording.

Section 12.18 ENTIRE AND BINDING AGREEMENT.

This Lease, together with any exhibits, riders and the like attached hereto, contains the entire agreement between the parties with respect to demising the Leased Premises to Tenant hereunder. Any statement, promise, representation or inducement not set forth expressly herein, including, without limitation, any related to tenant mix or co-tenant occupancy, made by any party or any employee, contractor or agent of any party shall be null and void, without further force and effect. Any modification to this Lease must be written and executed by both parties.

Section 12.19 PROVISIONS SEVERABLE.

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 12.20 CAPTIONS.

The captions contained herein are for convenience and reference only and shall not be deemed as part of this Lease or construed as in any manner limiting or amplifying the terms and provisions of this Lease to which they relate.

Section 12.21 RULE AGAINST PERPETUITIES. Intentionally omitted.

Section 12.22 NO DIMINUTION, SETOFF, ABATEMENT, OR OFFSET.

It is further understood and agreed that any amounts Tenant owes to Landlord, pursuant to the terms of this Lease and/or any amounts expended by Landlord for Tenant shall be owed and paid without set off, diminution, abatement, or offset.

Section 12.23 WAIVER OF JURY TRIAL AND COUNTERCLAIM.

Intentionally Omitted.

Section 12.24 LAWFUL CURRENCY.

All sums payable by Tenant to Landlord hereunder shall be payable in lawful money of the United States.

Section 12.25 NAME OF SHOPPING CENTER.

Landlord has reserved the right, in its sole discretion, to change the name of the Shopping Center.

Section 12.26 ESTOPPEL STATEMENTS.

Tenant shall within five business (5) days following receipt of request from Landlord execute an estoppel statement setting forth with particularities those items requested, including, without limitation, Tenant's acceptance of the Leased Premises. If Tenant fails to execute and deliver to Landlord such estoppel statement within said five (5) business days, then Tenant names, appoints, and constitutes Landlord as its irrevocable attorney-in-fact, coupled with an interest, to execute and deliver said certificate on behalf of Tenant. Landlord shall not have liability to Tenant for such agency relationship. Tenant shall be conclusively bound by any such statement executed under this power of attorney and Landlord shall not have liability from such agency relationship to Tenant. If Tenant fails to execute and deliver to Landlord said certificate within said five (5) business day period or Tenant fails to execute any instrument required under Article X hereunder, then Tenant immediately shall tender payment to Landlord if a sum equal to One Hundred Dollars (\$100.00) for each day after said five (5) business day period that it delays in the execution and delivery of said estoppel statement.

Section 12.27 FINANCIAL INFORMATION.

Tenant to immediately provide Landlord all Personal Financial Statements of every principle member, as well as a business plan. Additionally, if in Default under the terms of this Lease, upon Landlord's written request, Tenant shall promptly furnish Landlord, from time to time: (i) financial statements reflecting Tenant's and any Guarantor's current financial condition; and (ii) certified true copies of Federal Income Tax Returns for the preceding three (3) calendar years filed for/by Tenant and any person or entity which controls or is controlled by Tenant directly or indirectly, either individually or as a partner, member, stockholder or otherwise.

Section 12.28 TIME IS OF THE ESSENCE.

Time is of the essence with respect to the performance of each and every provision of this Lease.

Section 12.29 GOVERNING LAW.

This Lease is being executed and delivered by Landlord in the State in which the Leased Premises are located and shall be governed, construed and enforced in accordance with the laws of the State in which the Shopping Center is located.

Section 12.30 GUARANTY.

The performance of Tenant's covenants and obligations under this Lease shall be guaranteed in accordance with the guaranty attached hereto as EXHIBIT B and made a part hereof.

Section 12.31 TENANT IMPROVEMENTS. Tenants are receiving the Premises in "as is" condition. Tenants to provide Landlord with proof of funds for renovations in the form of liquidity or approved financing. Landlord shall approve all plans prior to any construction.

Section 12.32 IMPLIED WARRANTIES.

Tenant acknowledges and agrees that except as expressly set forth herein, neither Landlord nor any person acting under Landlord has made or implied any representations or warranties concerning this Lease, the building, the Common Areas, the Shopping Center, or the Leased Premises, or their condition or suitability for Tenant's use, and to the extent permitted by applicable law, Tenant waives any and all implied warranties (including but not limited to any warranty of suitability or fitness for a particular purpose).

Section 12.33 TERM "LANDLORD".

The term "Landlord" as used in this Lease so far as covenants or obligations on the part of Landlord are concerned shall be limited to mean and include only the owner or owners at the time in question of the Leased Premises and in the event of any transfer or transfers of the title to the Leased Premises, Landlord herein named (and in case of any subsequent transfers or conveyances, the then Landlord) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability in respect to the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed.

Section 12.34 TENANT'S AUTHORITY.

The person executing this Lease hereby represents and warrants to Landlord that Tenant is a duly constituted corporation in good standing in the State of Michigan, and that such person is duly authorized by the governing body of Tenant to execute and deliver this Lease on behalf of Tenant.

{SIGNATURES FOLLOW}

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written, each acknowledging receipt of an executed copy hereof.

WITNESSES:

Karel J Van Alk

Print: Karel J. Van Alkin

LANDLORD:

Hartland Plaza, LLC
a Michigan limited liability company

By: Fawwaz Jarbou

Its: Managing Member

WITNESSES:

Pam M Bufford

Print: Pam M Bufford

TENANT:

Two Guys Sushi, LLC,
A Michigan limited liability company

By: Joseph D. Turrence
Its: PRESIDENT

Pam M Bufford

Print: Pam M Bufford

By: Robert F. Palermo
Its: Vice President

EXHIBIT A



Two Guys Sushi Proposed Space

EXHIBIT B

GUARANTY

In consideration of the foregoing lease between HARTLAND PLAZA, LLC as Landlord, and TWO GUYS SUSHI, as Tenant, and to induce Landlord to enter into said lease, the undersigned, jointly and severally (collectively, "Guarantor"), covenant and agree as follows:

1. Guarantor hereby unconditionally and absolutely guarantees to Landlord the prompt and full payment of rent and all other sums due to Landlord under said lease and the prompt and complete performance of all covenants contained in said lease on the Tenant's part to be performed. Guarantor agrees to indemnify and hold Landlord harmless from any loss, costs or damages arising out of Tenant's failure to pay the aforesaid rent and other sums and/or the Tenant's failure to perform any of the aforesaid covenants.
2. Guarantor waives diligence, demand for payment or performance, extension of time of payment or performance, notice of acceptance of this Guaranty, notice of nonpayment, nonperformance and indulgences, and notices of every kind and consents to any and all forbearances and extensions of the time of payment and performance, and to any and all modifications in the terms, covenants and conditions of said lease hereafter made or granted and to all extensions and assignments thereof. Guarantor waives all right of subrogation whatsoever with respect to any collateral securing the aforesaid obligations.
3. Guarantor agrees that its obligations hereunder are primary and agrees that this Guaranty may be enforced by Landlord without first resorting to or exhausting any other remedy, security or collateral; provided, however, that nothing herein contained shall prevent Landlord from suing on the aforesaid obligations with or without making the Guarantor a party to the suit or exercising any other rights under said lease, and if such suit or any other remedy is availed of only the net proceeds therefrom, after deduction of all charges and expenses of every kind and nature whatsoever, shall be applied in reduction of the amount due on the aforesaid obligations. No action brought under this Guaranty and no recovery in pursuance thereof shall be a bar or defense to any further action which may be brought under this Guaranty by reason of any further default(s) hereunder or in the performance and observance of the terms, covenants and conditions of said lease. Guarantor agrees that a release or settlement with one or more of the persons or entities comprising Guarantor or Tenant shall not release any other guarantor, and all such remaining Guarantors shall remain jointly and severally liable as though they were the only persons or entities executing this Guaranty. Guarantor hereby consents, for the enforcement of this Guaranty, to the jurisdiction of the courts of the state where the premises is located and does hereby appoint Landlord or at Landlord's election, Landlord's attorney, as Guarantor's agent for service of process in the state where the leased premises is located.
4. Guarantor agrees that the Guarantor's obligation to make payment in accordance with the terms of this Guaranty shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Tenant or its estate in bankruptcy (including, without limitation, any rejection of the lease by Tenant or by any trustee or receiver in bankruptcy) resulting from the operation of any present or future provision of the National Bankruptcy Act, other similar statute, or from the decision of any court. The liability of Guarantor shall not be affected by any repossession of the premises by Landlord.
5. Guarantor agrees that in the event this Guaranty is placed in the hands of an attorney for enforcement, Guarantor will reimburse Landlord for all expenses incurred, including reasonable attorney's fees.

6. Guarantor agrees that this Guaranty shall inure to the benefit of and may be enforced by Landlord, its successors and assigns and any mortgagee(s) of the premises, and shall be binding and enforceable against Guarantor and Guarantor's legal representatives, successors and assigns.

7. Guarantor's Guaranty shall be limited to a 12 month revolving personal Guaranty.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty this 17th day of June, 2019.

WITNESSES:

GUARANTOR:

Mary Beth Foley

By: Joseph D. Torrence
JOSEPH D. TORRENCE

Print: Mary Beth Foley

ACKNOWLEDGMENT OF GUARANTOR

STATE OF MI)
COUNTY OF Oakland)ss

The foregoing Guaranty was acknowledged before me this 17 day of June, 2019, by Joseph D. Torrence.

Pam M. Bufford
Notary Public, Oakland County, MI
My Commission Expires: 10/24/21

PAM M. BUFFORD
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires Oct. 24, 2021
Acting in the County of Oakland

GUARANTY

In consideration of the foregoing lease between HARTLAND PLAZA, LLC as Landlord, and TWO GUYS SUSHI, as Tenant, and to induce Landlord to enter into said lease, the undersigned, jointly and severally (collectively, "Guarantor"), covenant and agree as follows:

1. Guarantor hereby unconditionally and absolutely guarantees to Landlord the prompt and full payment of rent and all other sums due to Landlord under said lease and the prompt and complete performance of all covenants contained in said lease on the Tenant's part to be performed. Guarantor agrees to indemnify and hold Landlord harmless from any loss, costs or damages arising out of Tenant's failure to pay the aforesaid rent and other sums and/or the Tenant's failure to perform any of the aforesaid covenants.
2. Guarantor waives diligence, demand for payment or performance, extension of time of payment or performance, notice of acceptance of this Guaranty, notice of nonpayment, nonperformance and indulgences, and notices of every kind and consents to any and all forbearances and extensions of the time of payment and performance, and to any and all modifications in the terms, covenants and conditions of said lease hereafter made or granted and to all extensions and assignments thereof. Guarantor waives all right of subrogation whatsoever with respect to any collateral securing the aforesaid obligations.
3. Guarantor agrees that its obligations hereunder are primary and agrees that this Guaranty may be enforced by Landlord without first resorting to or exhausting any other remedy, security or collateral; provided, however, that nothing herein contained shall prevent Landlord from suing on the aforesaid obligations with or without making the Guarantor a party to the suit or exercising any other rights under said lease, and if such suit or any other remedy is availed of only the net proceeds therefrom, after deduction of all charges and expenses of every kind and nature whatsoever, shall be applied in reduction of the amount due on the aforesaid obligations. No action brought under this Guaranty and no recovery in pursuance thereof shall be a bar or defense to any further action which may be brought under this Guaranty by reason of any further default(s) hereunder or in the performance and observance of the terms, covenants and conditions of said lease. Guarantor agrees that a release or settlement with one or more of the persons or entities comprising Guarantor or Tenant shall not release any other guarantor, and all such remaining Guarantors shall remain jointly and severally liable as though they were the only persons or entities executing this Guaranty. Guarantor hereby consents, for the enforcement of this Guaranty, to the jurisdiction of the courts of the state where the premises is located and does hereby appoint Landlord or at Landlord's election, Landlord's attorney, as Guarantor's agent for service of process in the state where the leased premises is located.
4. Guarantor agrees that the Guarantor's obligation to make payment in accordance with the terms of this Guaranty shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Tenant or its estate in bankruptcy (including, without limitation, any rejection of the lease by Tenant or by any trustee or receiver in bankruptcy) resulting from the operation of any present or future provision of the National Bankruptcy Act, other similar statute, or from the decision of any court. The liability of Guarantor shall not be affected by any repossession of the premises by Landlord.
5. Guarantor agrees that in the event this Guaranty is placed in the hands of an attorney for enforcement, Guarantor will reimburse Landlord for all expenses incurred, including reasonable attorney's fees.
6. Guarantor agrees that this Guaranty shall inure to the benefit of and may be enforced by Landlord, its successors and assigns and any mortgagee(s) of the premises, and shall be binding and enforceable against Guarantor and Guarantor's legal representatives, successors and assigns.
7. Guarantor's Guaranty shall be limited to a 12 month revolving personal Guaranty.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty this 17th day of June, 2019.

WITNESSES:

GUARANTOR:

MaryBeth Foley
Print: Mary Beth Foley

By: Karen E Torrence
KAREN E. TORRENCE

ACKNOWLEDGMENT OF GUARANTOR

STATE OF MI)
)ss
COUNTY OF Oakland)

The foregoing Guaranty was acknowledged before me this 17 day of June, 2019, by Karen E. Torrence.

Pam M Bufford
Notary Public, Oakland County, MI
My Commission Expires: 10/24/21

PAM M. BUFFORD
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires Oct. 24, 2021
Acting in the County of Oakland

GUARANTY

In consideration of the foregoing lease between HARTLAND PLAZA, LLC as Landlord, and TWO GUYS SUSHI, as Tenant, and to induce Landlord to enter into said lease, the undersigned, jointly and severally (collectively, "Guarantor"), covenant and agree as follows:

1. Guarantor hereby unconditionally and absolutely guarantees to Landlord the prompt and full payment of rent and all other sums due to Landlord under said lease and the prompt and complete performance of all covenants contained in said lease on the Tenant's part to be performed. Guarantor agrees to indemnify and hold Landlord harmless from any loss, costs or damages arising out of Tenant's failure to pay the aforesaid rent and other sums and/or the Tenant's failure to perform any of the aforesaid covenants.
2. Guarantor waives diligence, demand for payment or performance, extension of time of payment or performance, notice of acceptance of this Guaranty, notice of nonpayment, nonperformance and indulgences, and notices of every kind and consents to any and all forbearances and extensions of the time of payment and performance, and to any and all modifications in the terms, covenants and conditions of said lease hereafter made or granted and to all extensions and assignments thereof. Guarantor waives all right of subrogation whatsoever with respect to any collateral securing the aforesaid obligations.
3. Guarantor agrees that its obligations hereunder are primary and agrees that this Guaranty may be enforced by Landlord without first resorting to or exhausting any other remedy, security or collateral; provided, however, that nothing herein contained shall prevent Landlord from suing on the aforesaid obligations with or without making the Guarantor a party to the suit or exercising any other rights under said lease, and if such suit or any other remedy is availed of only the net proceeds therefrom, after deduction of all charges and expenses of every kind and nature whatsoever, shall be applied in reduction of the amount due on the aforesaid obligations. No action brought under this Guaranty and no recovery in pursuance thereof shall be a bar or defense to any further action which may be brought under this Guaranty by reason of any further default(s) hereunder or in the performance and observance of the terms, covenants and conditions of said lease. Guarantor agrees that a release or settlement with one or more of the persons or entities comprising Guarantor or Tenant shall not release any other guarantor, and all such remaining Guarantors shall remain jointly and severally liable as though they were the only persons or entities executing this Guaranty. Guarantor hereby consents, for the enforcement of this Guaranty, to the jurisdiction of the courts of the state where the premises is located and does hereby appoint Landlord or at Landlord's election, Landlord's attorney, as Guarantor's agent for service of process in the state where the leased premises is located.
4. Guarantor agrees that the Guarantor's obligation to make payment in accordance with the terms of this Guaranty shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Tenant or its estate in bankruptcy (including, without limitation, any rejection of the lease by Tenant or by any trustee or receiver in bankruptcy) resulting from the operation of any present or future provision of the National Bankruptcy Act, other similar statute, or from the decision of any court. The liability of Guarantor shall not be affected by any repossession of the premises by Landlord.
5. Guarantor agrees that in the event this Guaranty is placed in the hands of an attorney for enforcement, Guarantor will reimburse Landlord for all expenses incurred, including reasonable attorney's fees.
6. Guarantor agrees that this Guaranty shall inure to the benefit of and may be enforced by Landlord, its successors and assigns and any mortgagee(s) of the premises, and shall be binding and enforceable against Guarantor and Guarantor's legal representatives, successors and assigns.

7. Guarantor's Guaranty shall be limited to a 12 month revolving personal Guaranty.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty this 17th day of June, 2019.

WITNESSES:

GUARANTOR:

Mary Beth Foley
Print: Mary Beth Foley

By: [Signature]
RANDY PALERMO (NEED FULL NAME)
Randy F. Palermo

ACKNOWLEDGMENT OF GUARANTOR

STATE OF MI)
COUNTY OF Oakland)ss

The foregoing Guaranty was acknowledged before me this 17 day of June, 2019, by Randy F. Palermo.

Pam M Bufford
Notary Public, Oakland County, MI
My Commission Expires: 10/24/21

PAM M. BUFFORD.
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires Oct. 24, 2021
Acting in the County of Oakland

GUARANTY

In consideration of the foregoing lease between HARTLAND PLAZA, LLC as Landlord, and TWO GUYS SUSHI, as Tenant, and to induce Landlord to enter into said lease, the undersigned, jointly and severally (collectively, "Guarantor"), covenant and agree as follows:

1. Guarantor hereby unconditionally and absolutely guarantees to Landlord the prompt and full payment of rent and all other sums due to Landlord under said lease and the prompt and complete performance of all covenants contained in said lease on the Tenant's part to be performed. Guarantor agrees to indemnify and hold Landlord harmless from any loss, costs or damages arising out of Tenant's failure to pay the aforesaid rent and other sums and/or the Tenant's failure to perform any of the aforesaid covenants.
2. Guarantor waives diligence, demand for payment or performance, extension of time of payment or performance, notice of acceptance of this Guaranty, notice of nonpayment, nonperformance and indulgences, and notices of every kind and consents to any and all forbearances and extensions of the time of payment and performance, and to any and all modifications in the terms, covenants and conditions of said lease hereafter made or granted and to all extensions and assignments thereof. Guarantor waives all right of subrogation whatsoever with respect to any collateral securing the aforesaid obligations.
3. Guarantor agrees that its obligations hereunder are primary and agrees that this Guaranty may be enforced by Landlord without first resorting to or exhausting any other remedy, security or collateral; provided, however, that nothing herein contained shall prevent Landlord from suing on the aforesaid obligations with or without making the Guarantor a party to the suit or exercising any other rights under said lease, and if such suit or any other remedy is availed of only the net proceeds therefrom, after deduction of all charges and expenses of every kind and nature whatsoever, shall be applied in reduction of the amount due on the aforesaid obligations. No action brought under this Guaranty and no recovery in pursuance thereof shall be a bar or defense to any further action which may be brought under this Guaranty by reason of any further default(s) hereunder or in the performance and observance of the terms, covenants and conditions of said lease. Guarantor agrees that a release or settlement with one or more of the persons or entities comprising Guarantor or Tenant shall not release any other guarantor, and all such remaining Guarantors shall remain jointly and severally liable as though they were the only persons or entities executing this Guaranty. Guarantor hereby consents, for the enforcement of this Guaranty, to the jurisdiction of the courts of the state where the premises is located and does hereby appoint Landlord or at Landlord's election, Landlord's attorney, as Guarantor's agent for service of process in the state where the leased premises is located.
4. Guarantor agrees that the Guarantor's obligation to make payment in accordance with the terms of this Guaranty shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Tenant or its estate in bankruptcy (including, without limitation, any rejection of the lease by Tenant or by any trustee or receiver in bankruptcy) resulting from the operation of any present or future provision of the National Bankruptcy Act, other similar statute, or from the decision of any court. The liability of Guarantor shall not be affected by any repossession of the premises by Landlord.
5. Guarantor agrees that in the event this Guaranty is placed in the hands of an attorney for enforcement, Guarantor will reimburse Landlord for all expenses incurred, including reasonable attorney's fees.
6. Guarantor agrees that this Guaranty shall inure to the benefit of and may be enforced by Landlord, its successors and assigns and any mortgagee(s) of the premises, and shall be binding and enforceable against Guarantor and Guarantor's legal representatives, successors and assigns.
7. Guarantor's Guaranty shall be limited to a 12 month revolving personal Guaranty.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty this ___ day of _____, 2019.

WITNESSES:

GUARANTOR:

Print: _____

By: D.A. Single
Spouse of Randy Palermo)

ACKNOWLEDGMENT OF GUARANTOR

STATE OF _____)

)ss

COUNTY OF _____)

The foregoing Guaranty was acknowledged before me this ___ day of _____, 2019, by
_____.

Notary Public, _____ County, _____

My Commission Expires: _____

EXHIBIT C
GENERAL SIGNAGE REQUIREMENTS FOR
HARTLAND PLAZA SHOPPING CENTER
HARTLAND, MICHIGAN

GENERAL REQUIREMENTS

The purpose of this manual is to define and specify all exterior signage criteria for Hartland Plaza Shopping Center. (Entrance monuments will be addressed in the architectural plans)

Each Tenant shall provide signage package for his space as described below:

All sign packages shall be submitted in triplicate for approval within 30 days of lease execution to the Landlord and his designated Architect prior to fabrication and installation. (A separate copy of the package shall be sent to the architect). At a minimum, such drawings must show locations, sizes, style of lettering, materials, types of illumination, installation details and logo design. If the plans are disapproved by Landlord, Tenant shall resubmit them within fifteen (15) days from date of the notice of any disapproval by Landlord, or his Architect until such plans are finally approved by Landlord. The cost of the fabrication, permitting and installation shall be the responsibility of each individual Tenant. Sign construction is to be completed in compliance with building code requirements and the sign ordinance of the Township of Hartland and the instructions, limitations and criteria contained in this manual. Each sign will conform to the limitations listed in this document below. All signage, etc., shall be submitted to the owner, his architect and the Township of Hartland for review and approval. Maximum size of tenant's signage (letter size) shall conform with the size limitations noted in this document.

SPECIFICATION/PRIMARY TENANT SIGN

Individual channel letters mounted on a raceway.

Location/Review

The sign unit located above the canopy or the primary sign is to be limited to the location contained in the "signage space" shown on the elevation contained herein. All sign requests must first be reviewed by the landlord to insure that the requested sign meets the approved sign policy and that an equal mix of colors and styles within the shopping center is maintained and overall signage area shall conform to local ordinances and codes.

Signage shall conform to all stipulations listed in this manual. Tenant shall submit signage design for review by the owner, his architect and the Township of Hartland.

Typography

The main tenant sign unit shall be all individual letters, within the signage space above the tenant premises. The typography shall be upper or lower case letters. No script lettering shall be permitted unless it is part of the established trademark of the tenant.

National or regional chainstore tenants shall be permitted to use their standard typography logo script and logos (provided logos meet the local sign ordinance) which have been used nationwide. No audible, flashing, or animated signs will be permitted.

Each canopy sign letter (main tenant identification sign) shall be of a color submitted to and approved by the Owner, his Architect and the Township of Hartland. Secondary colors which border, accent, or otherwise are incidental to the primary sign colors shall be accepted, subject to the approval by the Landlord and the Township or County. The Owner reserves the right to reject colors, which it considers inappropriate. Any national chain with specific corporate signage colors will be allowed to use these signage colors provided they are in use at the majority of the companies other facilities. A signage permit shall be required.

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "Amendment") is made and entered into effective as of August __, 2019, by and between HARTLAND PLAZA, LLC, a Michigan limited liability company ("Landlord"), and TWO GUYS SUSHI, LLC, a Michigan limited liability company ("Tenant").

RECITALS:

A. Landlord and Tenant entered into that certain Lease dated effective on June 17, 2019 (as amended hereby, the "Lease") regarding the lease by Landlord of 10586 Highland Road, Hartland, Michigan as more particularly described or depicted in the Lease.

B. Landlord and Tenant have now agreed to amend the Lease in accordance with the terms and conditions contained herein.

AGREEMENT:

NOW THEREFORE in consideration of the mutual covenants and benefits set forth herein, the sufficiency and adequacy of which are hereby mutually acknowledged and accepted, and with the intent to be legally bound hereby, Landlord and Tenant hereby agree to amend the Lease as follows:

1. Term. The term of the Lease shall commence on March 1, 2020, providing that Tenant pays to Landlord the sum of _____ to help offset the funds to be outlaid by Landlord to the Township of Hartland for REU sewer/tap fees and that Tenant provides Landlord with a certified check for same by 5:00 p.m. on August 19, 2019. If said fees are not paid as provided above, this Lease shall be **terminated immediately**. If said fees are paid as provided above, the following paragraphs shall be replaced in the Lease:

Section 1.1 FUNDAMENTAL LEASE PROVISIONS

- (b) TERM: The obligations under this Lease shall commence upon execution of the Lease above (the "Commencement Date") and expire on February 28, 2025 ("Expiration Date"). Tenant shall pay its own utility charges from the date of the Lease until March 1, 2020, when rent and NNNs shall be due and payable. In the event Tenant exercises its first right to extend the term of this Lease pursuant to Section 1.3 hereof, the extended Extension Period shall be March 1, 2025 to February 28, 2030. In the event Tenant exercises its second right to extend the term of this Lease, the Extension Period shall be March 1, 2030 to February 28, 2035.
- (c) MINIMUM ANNUAL RENT: Commencing on March 1, 2020 and continuing until February 28, 2025, base rent shall be paid as follows:

In the event Tenant exercises its first right to extend the term pursuant to Section 1.3(d) hereof:

Commencing on March 1, 2025, and continuing through February 28, 2030, rent shall be increased three percent (3%) annually, as follows:

In the event Tenant exercises its second right to extend the term pursuant to Section 1.3(d) hereof:

Commencing on March 1, 2030, and continuing through February 28, 2035, rent shall be increased three percent (3%) annually, as follows:

- (d) RENT COMMENCEMENT DATE: the obligation to pay rent and other additions provided under this Lease shall begin on March 1, 2020 (the "*Rent Commencement Date*"). The Term shall expire on the Expiration Date, unless earlier terminated as herein provided. This Lease shall be a binding contractual agreement effective upon the date of execution hereof by both Landlord and Tenant, notwithstanding the later commencement of the term of this Lease.

And Section 1.3 SHOPPING CENTER, LEASED PREMISES AND TERM shall be revised as follows:

- (c) Term

The term shall be as described in Section 1.1 (b) above. Notwithstanding the preceding sentence, from and after the first occupancy of the Leased Premises by Tenant or its agents for any purpose prior to the commencement of the term, Tenant shall be bound by all of the provisions of this Lease, except for the payment of rent, including triple net costs. The term "Lease Year" as used in this Lease shall be defined to mean a period of twelve (12) consecutive calendar months. The first Lease Year shall begin on March 1, 2020. Each succeeding Lease Year shall commence on the anniversary date of the first Lease Year.

2. **Notice Address.** The Notice Address shall be as follows:

TO LANDLORD: Hartland Plaza, LLC
Attn: Frank Jarbou
4198 Orchard Lake Road, Suite 250
Orchard Lake, MI 48323

TO TENANT: Two Guys Sushi LLC
10586 Highland Road
Hartland, MI 48353

3. **Liquor License.** Paragraph 1.1 (l), LIQUOR LICENSE, shall be deleted in its entirety, it being agreed that this contingency is no longer required.

4. **Miscellaneous.** Except as specifically amended herein, all the terms and provisions of the Lease are hereby ratified and affirmed to be in full force and effect as of the date hereof. To the extent of any conflict between the terms and provisions of the Lease, and this Amendment, the terms and provisions of this Amendment shall govern and control, and any conflicting terms and provisions of the Lease shall be deemed amended to the extent necessary not to conflict with the provisions hereof. Capitalized terms used herein shall have the same meaning as used in the Lease.

5. **Counterparts.** The parties hereto may deliver executed signature pages to this Amendment by facsimile transmission or other electronic transmission to any other Parties, which facsimile or other electronic copy shall be deemed to be an original executed signature page. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY RESERVED]

THIS AMENDMENT shall be deemed entered into and effective as of the day and year first set forth above.

LANDLORD:

HARTLAND PLAZA, LLC
a Michigan limited liability company

By: Fawwaz Jarbou

Name: Fawwaz Jarbou

Title: Managing Member

TENANT:

TWO GUYS SUSHI, LLC,
a Michigan limited liability company

By: Joseph D. Torrence

Name: Joseph D. Torrence

Title: PRESIDENT

By: Randall F. Palermo

Name: Randall F. Palermo

Title: Vice President



Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 Constitution Hall - 525 W. Allegan, Lansing, MI 48933
 Mailing Address: PO Box 30005, Lansing, MI 48909
 Toll Free (866) 813-0011 • www.michigan.gov/lcc
 E-mail form to: mlccinsurance@michigan.gov

Proof of Financial Responsibility

(Authorized by MCL 436.1803)

An applicant for retail license or a retail licensee renewing a license, shall file with the Commission and maintain Proof of Financial Responsibility under MCL 436.1803(1) of at least \$50,000. The Proof of Financial Responsibility may be in the form of cash, unencumbered securities, a policy or policies of liquor liability insurance, a constant value bond executed by a surety company authorized to do business in this state, or membership in a group self-insurance pool authorized by law that provides security for liquor liability. **Failure to provide and maintain Proof of Financial Responsibility may result in revocation, suspension or non-issuance of a retail license.**

1. LICENSEE MAILING ADDRESS

Two Guys Sushi, LLC
 9159 Blueberry Hill
 Howell, MI 48843

2. LICENSE NUMBER(S), LICENSEE NAME, BUSINESS ADDRESS AND BUSINESS ID

Two Guys Sushi, LLC
 MI Business ID 802246920
 10586 Hartland Road
 Hartland, MI 48353

3. **LIQUOR LIABILITY INSURANCE.** The undersigned agent certifies that Liquor Liability insurance is issued in the amount of at least \$50,000.

Insurance Policy Number: Pending MLCC Bid #	Effective Date: 9/27/19
Insurance Company Name and Address: Peabody Insurance Agency - 265 N Alloy Fenton, MI 48430	

4. **CONSTANT VALUE BOND*** The undersigned certifies that a Constant Value Bond is issued in the amount of at least \$50,000.
 * Required Attachments: (1) CONSTANT VALUE BOND document w/original signatures, and (2) POWER OF ATTORNEY.

Bond Number:	Effective Date:
Bonding Company Name and Address:	

5. **CERTIFICATE OF DEPOSIT*** in the amount of at least \$50,000 pledged to the State of Michigan as first claimant.
 * Required Attachments: (1) PLEDGE AGREEMENT with original signatures, (2) a copy of the CERTIFICATE OF DEPOSIT, and (3) the SAFEKEEPING RECEIPT with original signatures.

Certificate of Deposit Number:	Effective Date:
Financial Institution Name and Address:	

6. **\$50,000 CASH** for deposit with the State of Michigan.

7. **\$50,000 OF STOCKS OR BONDS*** on deposit with the State of Michigan.

- * Required Attachments: (1) LISTING of the STOCKS AND BONDS showing the CURRENT VALUE, and (2) PLEDGE AGREEMENT with original signatures.

8. **COMBINATION OF CASH, STOCKS or BONDS*** worth \$50,000 or more on deposit with the State of Michigan.

- * Required Attachments: (1) LISTING of the STOCKS AND/OR BONDS showing the CURRENT VALUE and AMOUNT OF CASH, and (2) the PLEDGE AGREEMENT with original signatures.

9. **IRREVOCABLE TRUST*** in the amount of at least \$50,000 listing the State of Michigan as first beneficiary and claimant.

- * Required Attachments: (1) a copy of the TRUST.

10. **IRREVOCABLE LETTER OF CREDIT*** in the amount of \$50,000 pledged to the State of Michigan as first claimant.

- * Required Attachments: (1) an Original LETTER OF CREDIT.

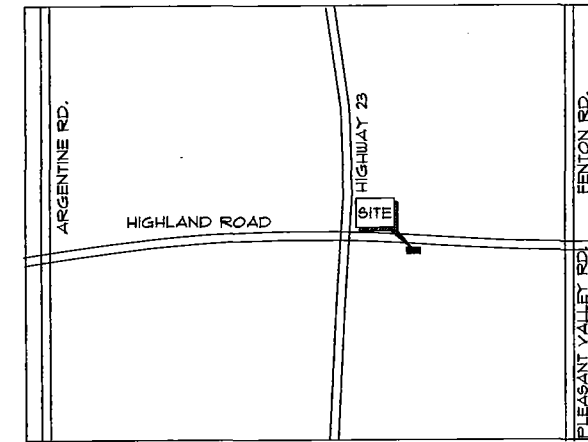
The undersigned certifies this Proof of Financial Responsibility complies with the provisions of Section 436.1801 through 1815.

11. Date: 8/27/19	12. Telephone No. 734-664-9966
13. Authorized Insurance Agent or Bank Representative: (signature)	
14. Type or Print Name and Title of Authorized Insurance Agent or Bank Representative: Danielle M. Palermo	

Danielle M. Palermo

HATURANDO SUSHI AND BAR

10582 Highland Road
Hartland, MI 48353



LOCATION MAP
SCALE: N.T.S.



AMMORI DESIGN
BUILDERS
RESIDENTIAL &
COMMERCIAL
ARCHITECTURE
6234 51st Ct.
West Bloomfield
Mich. 48324
Tel: (248) 851-9498
ammoridesign@yahoo.com

CLIENT / PROJECT NAME:
HATURANDO SUSHI AND BAR
10582 HIGHLAND ROAD
HARTLAND, MI 48353

DATE & ISSUE:
JUNE 6, 2018 PERMITS

NOTE:
DO NOT SCALE
DRAWING. USE FIGURED
DIMENSIONS ONLY!

DESCRIPTION:
SITE PLAN, EXISTING FLOOR
PLAN, LOCATION MAP, &
LEGAL DESCRIPTION

SEAL / STAMP:

PROJECT #: 1948
DRAWN BY: N.Y.A.
CHECK'D BY: N.Y.A.
APP'VD BY: N.Y.A.
DATE: 19.06.18

C-1

DRAWING INDEX:

GENERAL

C-1 SITE PLAN, LOCATION MAP, DRAWING INDEX & CODE DATA

ARCHITECTURAL

A-1 EXISTING FLOOR PLAN, KEY PLAN, & EGRESS PLAN
A-2 FLOOR PLAN, KEY PLAN, REFLECTED CEILING PLAN, AND NOTES
A-3 EQUIPMENT PLAN, KEY PLAN, AND NOTES

ELECTRICAL

E-1 LIGHTING FLOOR PLAN
E-2 POWER & SYSTEMS FLOOR PLAN
E-3 ELECTRICAL ONE LINE DIAGRAM, SCHEDULES & SPECIFICATIONS
E-4 ELECTRICAL SCHEDULES

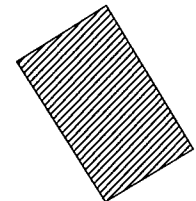
BUILDING CODE SUMMARY

- MICHIGAN REHABILITATION CODE 2015
- MICHIGAN BUILDING CODE 2015
- MICHIGAN PLUMBING CODE 2015
- INTERNATIONAL FIRE CODE 2015
- MICHIGAN MECHANICAL CODE 2015
- NATIONAL ELECTRIC CODE W/ PART 8 RULES
- ANSI 111.1-2003 (ACCESSIBILITY)
- ASHRAE 90.1
- AMERICANS WITH DISABILITIES ACT ACCESSIBILITIES GUIDELINES ADAAG.

USE GROUP: RESTUARANT
CONSTRUCTION TYPE: 2B
ACTUAL SPACE AREA: 2,980 S.F. (1 STORY)

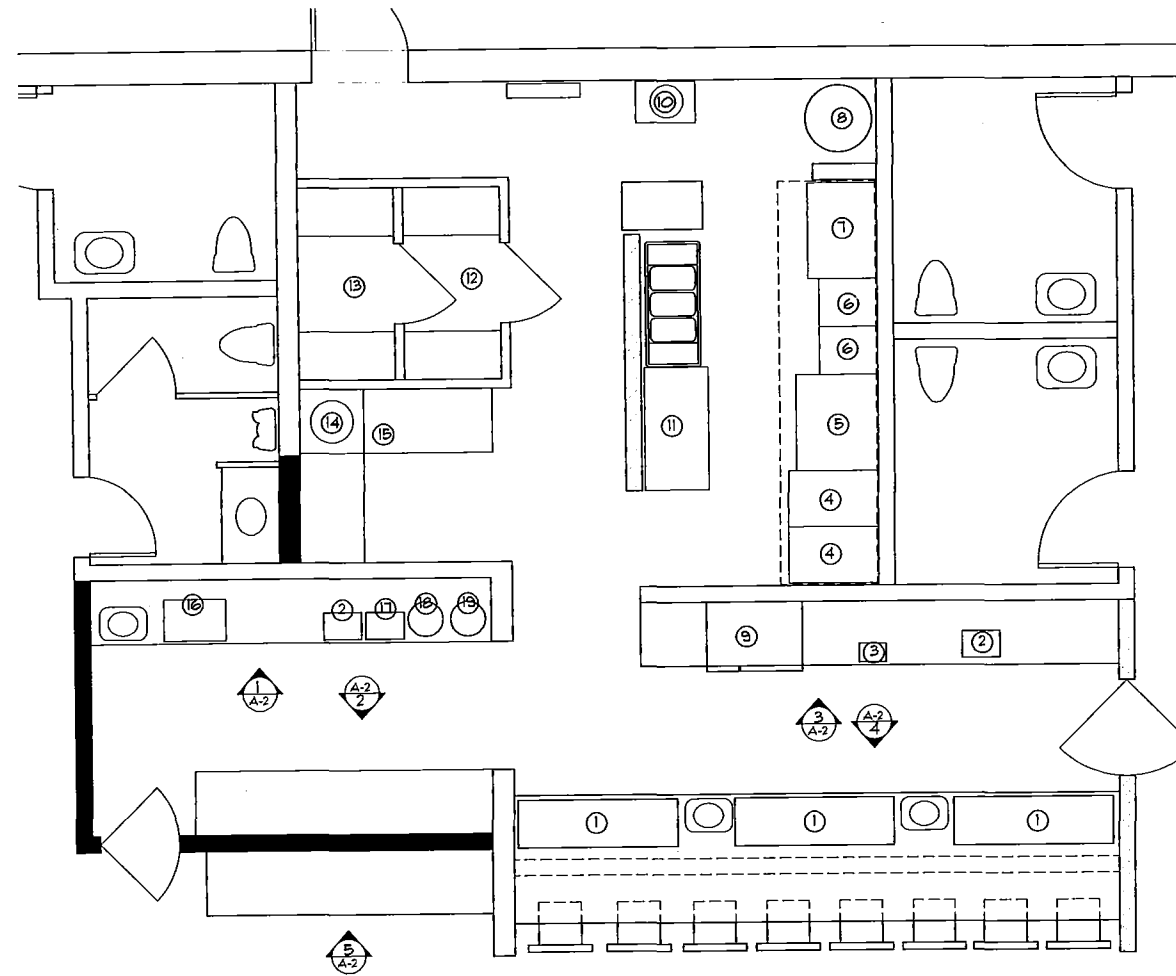
BUILDING AREA LIMITATION S. 901
UNLIMITED AREA BUILDINGS WITH ONE FLOOR FULL
SPRINKLER SYSTEM ACCORDANCE WITH SECTION 903.3.1.1

C:\Users\Jonat\Pictures\Site Plan-sushi.jpg



SITE PLAN
SCALE: N.T.S.

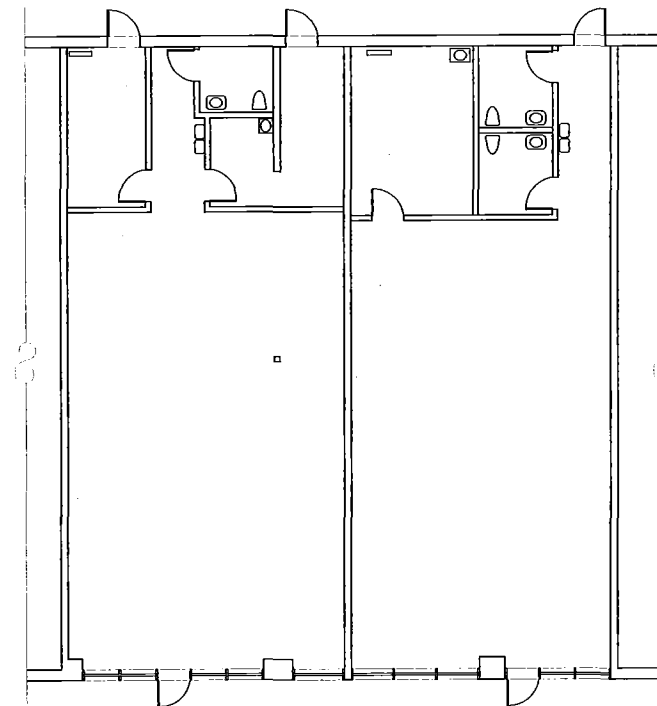




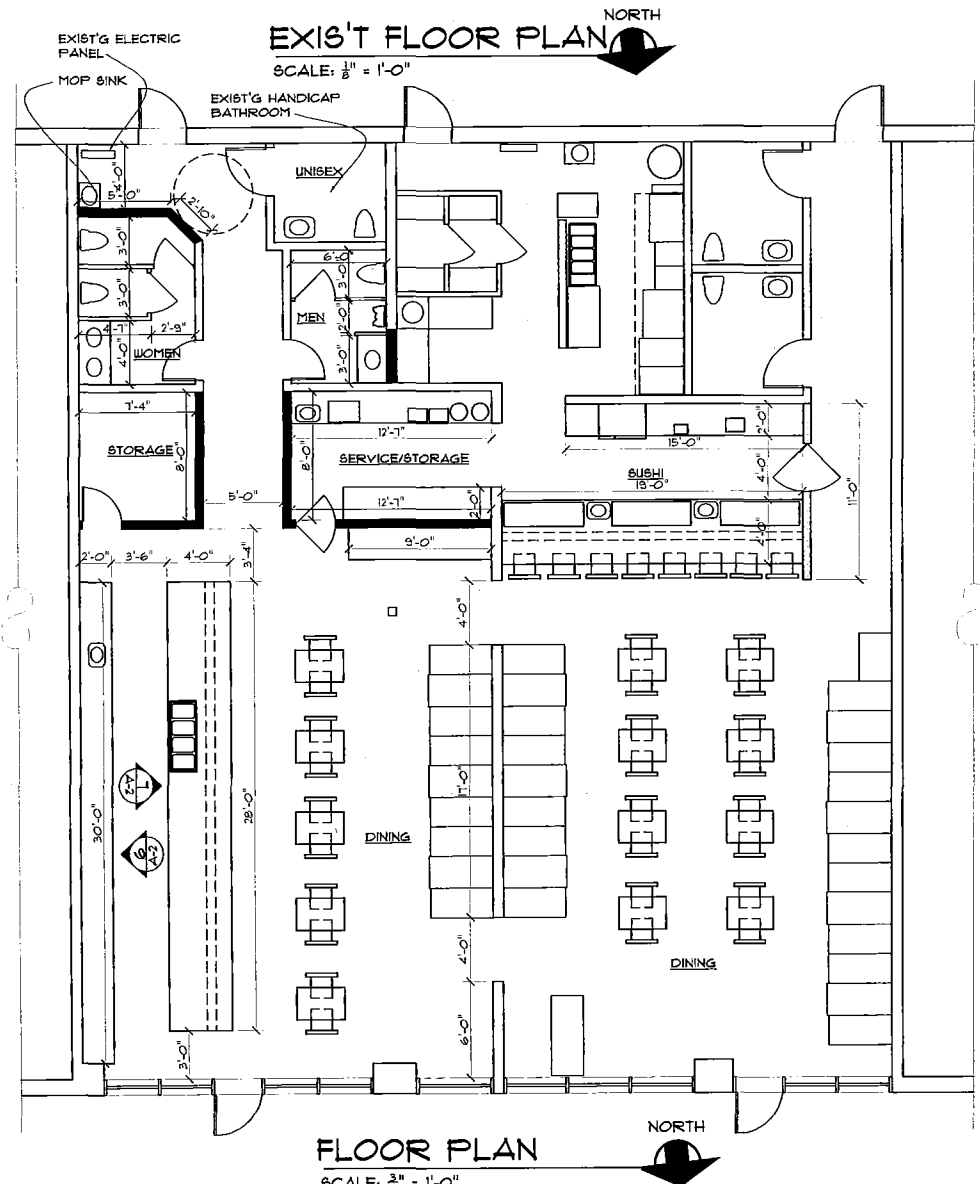
KITCHEN LAYOUT
SCALE: 3/8" = 1'-0"

NO.	EQUIPMENT	MODEL TYPE
1	SUSHI CASE	AVANTCO RSD-60-HC 60" COUNTERTOP REFRIGERATED SUSHI DISPLAY CASE 115V 1/2 H.P. ITEM #36CRSD60HC
2	MICROWAVE	80 LITRE STAINLESS STEEL COMMERCIAL MICROWAVE ITEM #807M10000
3	PIZZA OVEN	AVANTCO CPO-17 STAINLESS STEEL COUNTERTOP PIZZA/SNACK OVEN 120V/1450W ITEM #11TCPO12
4	FRYER	VULCAN IER85D-1 85 LB. ELECTRIC FLOOR FRYER WITH DIGITAL CONTROLS - 208V, 3PHASE 24KW ITEM #30IER85DC
5	6 BURNER RANGE	COOKING PERFORMANCE GROUP 536-N NATURAL GAS 6 BURNER 36" RANGE - 210,000 BTU
6	CHINESE WOK RANGE	PANTIN COMMERCIAL 2 BURNER 15"X15" STAINLESS STEEL CHINESE WOK RANGE - 250,000 BTU
7	CHARBROILER	AVANTCO AG36RC 36" GAS COUNTERTOP RADIANT CHARBROILER - 105,000 BTU
8	WATER HEATER	STATE 85D100 150NE5 SANDBLASTER 100 GALLON GAS COMMERCIAL HOT WATER HEATER
9	REFRIGERATOR	AVANTCO 55-UC-48R-HC 48" UNDERCOUNTER REFRIGERATOR 115V 1/2 H.P. ITEM #1155UC48RHC
10	RICE MAKER	TOWN RH-55NR NATURAL GAS 10 CUP RAW GAS RICE COOKER AND WARMER - 34,600 BTU - ITEM #89RM55RNAT
11	REFRIGERATED PREP TABLE	KRATOS REF. 69K-T10 48" W SANDWICH/SALAD PREP TABLE - MODEL NO. 69K-T10
12	WALK-IN COOLER	KOLPAK QST-066-CT 6'X6'X1'-6" INDOOR WALK-IN COOLER WITH ALUMINUM FLOOR - ITEM #508Q1066CT
13	WALK-IN FREEZER	KOLPAK QST-066-FT 6'X6'X1'-6" INDOOR WALK-IN COOLER WITH ALUMINUM FLOOR - ITEM #508Q1066FT
14	DISHWASHER	NOBLE WAREWASHING 1-E SINGLE RACK LOW TEMPERATURE DOOR-TYPE DISH MACHINE - ITEM #498NDF1EX
15	DISH RACK TABLES	RIGHT TO LEFT REGENCY 4' DISH TABLE PACKAGE ITEM #6001F08L
16	ICE FLAKER	BREMA ICE FLAKER UNDER COUNTER - MODEL #B5903A
17	HOT WATER MAKER	AVANTCO RSD-60-HC 60" COUNTERTOP REFRIGERATED SUSHI DISPLAY CASE 115V 1/2 H.P. ITEM #36CRSD60HC
18	RICE WARMER	TOWN 86919 92 CUP COMMERCIAL RICE WARMER ITEM #88556918
19	SOUP WARMER	AVANTCO 8600 14 QUART ROUND COUNTERTOP
20		

LEGEND	
	EXIST'G WALL
	NEW WALL (FULL HEIGHT)
	4' HIGH WALL
	6' HIGH WALL
	3' KNEE WALL



EXIST' FLOOR PLAN
SCALE: 1/8" = 1'-0"



FLOOR PLAN
SCALE: 3/8" = 1'-0"

AMMORI DESIGN ARCHITECTS
RESIDENTIAL & COMMERCIAL ARCHITECTURE
7081 Orchard Lake Rd.
Suite 240
West Bloomfield MI
Tel.: (847) 821-3498
ammoridesign@yahoo.com

CLIENT / PROJECT NAME:
HATURANDO SUSHI AND BAR
10582 HIGHLAND ROAD
HARTLAND, MI 48353

DATE & ISSUE:
JUNE 6, 2019 PERMITS

NOTE:
NOTE: DO NOT SCALE DRAWINGS. USE FIGURED DIMENSIONS ONLY.

DESCRIPTION:
EXISTING FLOOR PLAN, DEMOLITION PLAN, EGRESS PLAN, NOTES

SEAL / STAMP:

PROJECT #: 1948
DRAWN BY: N.Y.A.
CHECKED BY: N.Y.A.
APP'VD BY: N.Y.A.
DATE: 19.06.0



AMMORI DESIGN ARCHITECTS

RESIDENTIAL & COMMERCIAL ARCHITECTURE

7001 Orchard Lake Rd. Suite 240 West Bloomfield MI

tel: (248) 881-5498 ammoridesign@yahoo.com

CLIENT / PROJECT NAME:
HATURANDO SUSHI AND BAR
10552 HIGHLAND ROAD
HARTLAND, MI 48353

DATE & ISSUE:
LINE 6/208 PERMITS

NOTE:
DO NOT SCALE DRAWING. USE FIGURED DIMENSIONS ONLY!

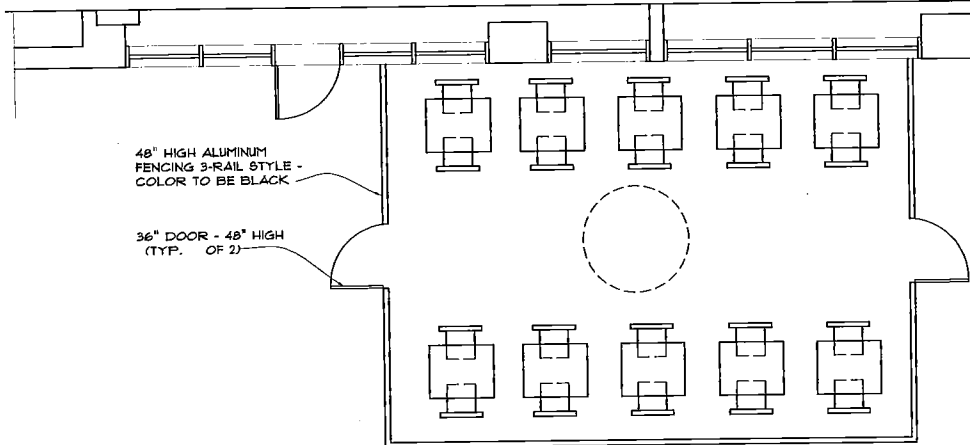
DESCRIPTION:
FLOOR PLAN, DETAILS, AND NOTES

SEAL / STAMP:

PROJECT #: 1948
DRAWN BY: N.Y.A.
CHECKD BY: N.Y.A.
APPVD BY: N.Y.A.
DATE: 19.06.0

A-2

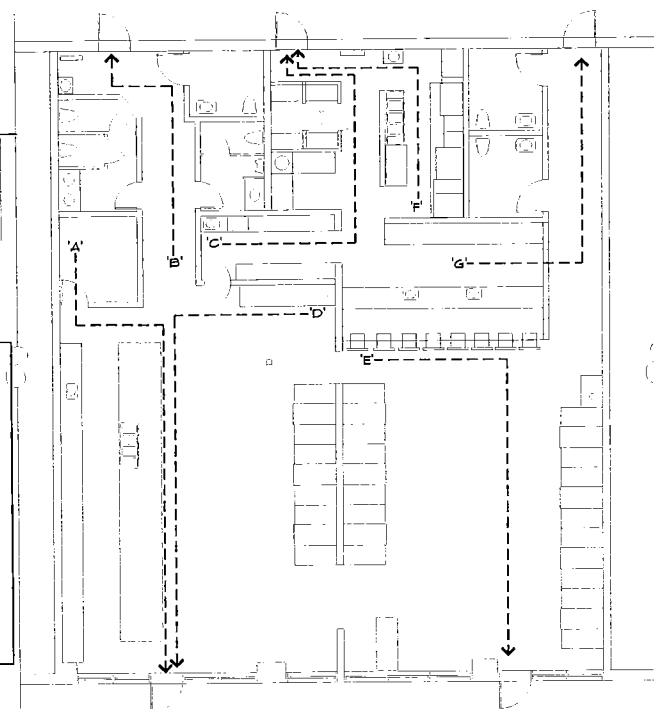
PLUMBER TO SAW CUT FLOOR FOR DRAIN (WITH CLEAN OUT) AND SUPPLY 1/2" C.W. AND 3/4" H.W. FOR ALL SINKS AND 1/2" C.W. FOR TOILETS



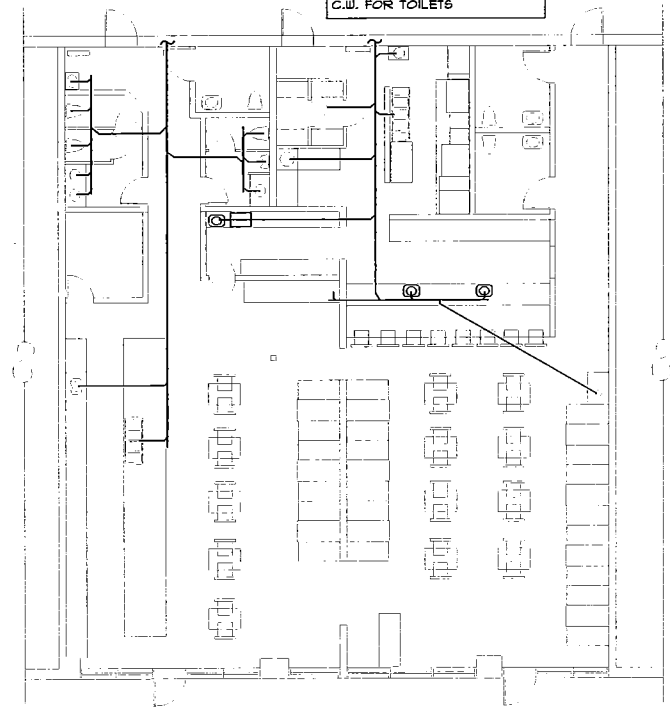
OUTDOOR SEATING PLAN
SCALE: 1/4" = 1'-0"

EGRESS DISTANCE

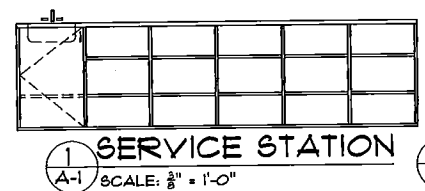
'A' DISTANCE	= 48'
'B' DISTANCE	= 25'
'C' DISTANCE	= 31'
'D' DISTANCE	= 46'
'E' DISTANCE	= 40'
'F' DISTANCE	= 26'
'G' DISTANCE	= 30'



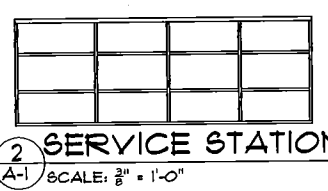
EGRESS PLAN
SCALE: 3/8" = 1'-0"



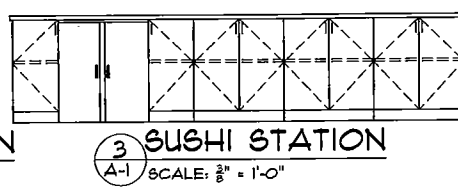
PLUMBING PLAN
SCALE: 3/8" = 1'-0"



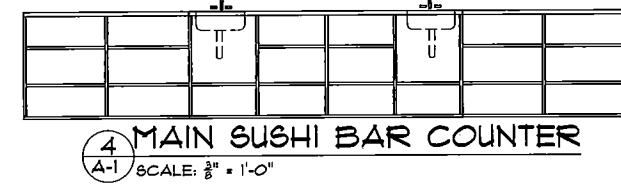
1 SERVICE STATION
SCALE: 3/8" = 1'-0"



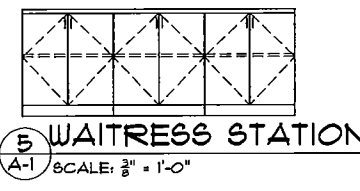
2 SERVICE STATION
SCALE: 3/8" = 1'-0"



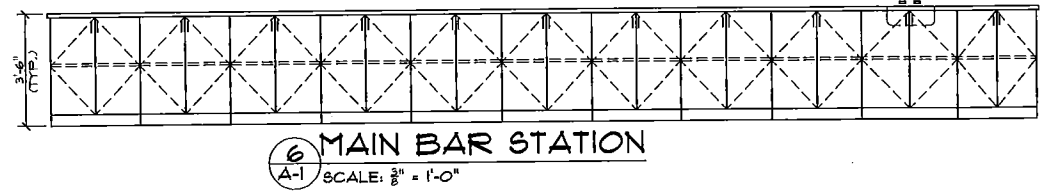
3 SUSHI STATION
SCALE: 3/8" = 1'-0"



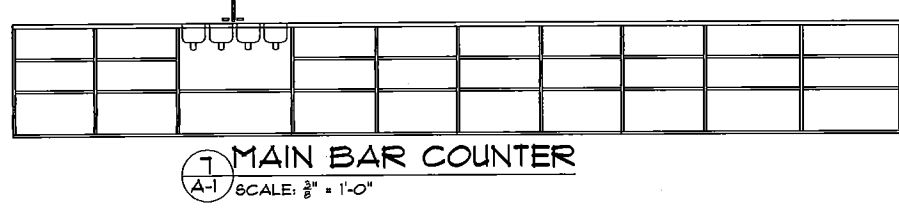
4 MAIN SUSHI BAR COUNTER
SCALE: 3/8" = 1'-0"



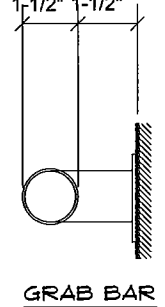
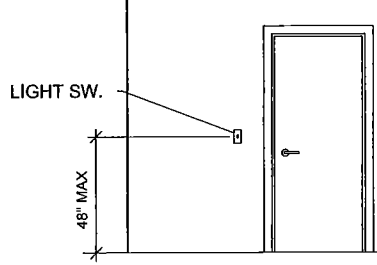
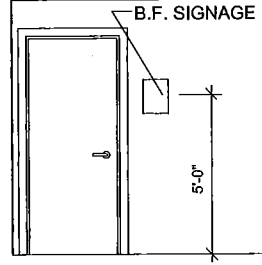
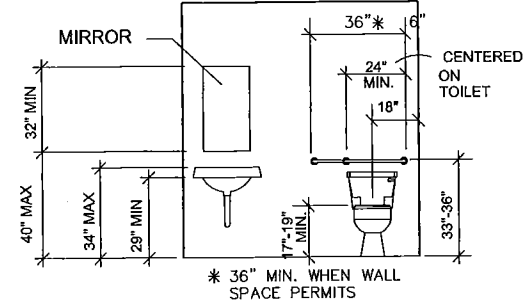
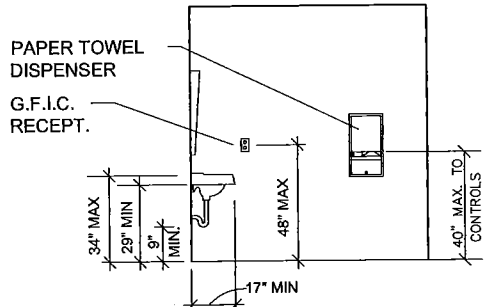
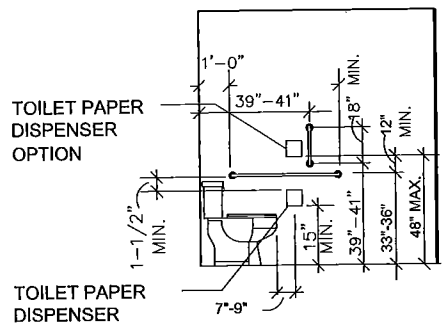
5 WAITRESS STATION
SCALE: 3/8" = 1'-0"



6 MAIN BAR STATION
SCALE: 3/8" = 1'-0"



7 MAIN BAR COUNTER
SCALE: 3/8" = 1'-0"



TYPICAL BARRIER FREE STANDARDS
SINGLE OCCUPANCY (NOT TO SCALE)



SOUP

Miso soup.	2.95
Wonton soup.	2.95
Egg drop soup.	2.95
Hot&sour soup.	3.50

SALAD

Green salad. Lettuce ,carrots w/ginger sauce	3.50
Seaweed salad	3.50
Avocado salad Avocado on green salad	4.50
Kani salad. Crab stick,avocado,fish egg,mayo.	6.95
Sashimi salad. Tuna,salmon,yellowtail,octopus on green salad	10.95

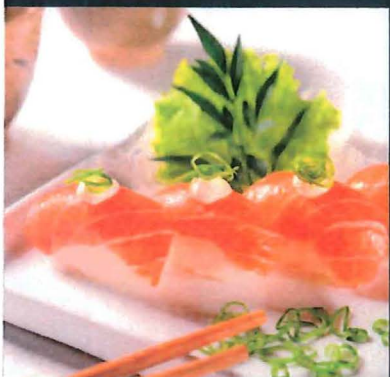
APPETIZER

FROM SUSHI BAR

Sashimi starter (Tuna,salmon,yellowtail)	15.50
Sushi starter (Tuna,salmon,yellowtail,Shrimp,octopus)	13.95
Tako salad	6.95
Tuna salad.	10.95
Cilantro yellowtail	9.95
Jalapeño octopus	8.95

SUSHI OR SASHIMI

Inari	(Bean Curd Skin)	2.25
Tamago	(Egg Custard)	2.25
Kani	(Crab Stick)	2.50
Ebi	(Shrimp)	2.75
Ika	(Squid)	2.50
Tako	(Octopus)	2.50
Saba	(Mackerel)	2.50
Hotate	(Scallop)	3.50
Hokkigai	(Red Clam)	2.25
Maguro	(Tuna)	3.25
Kanpachi	(amber Jack)	4.00
Suzuki	(Strip Bass)	3.00
Fresh Sake	(Fresh Salmon)	2.50
Smoked Sake	(Smoked Salmon)	3.20
Hamachi	(Fresh Yellowtail)	3.00
Unagi	(Eel)	3.00
Tobiko	(Flying Fish Roe)	3.00
Masako	(Smelt Fish Roe)	3.00
Wasabi Tobiko	(Flying Fish Roe)	3.00
Ikura	(Salmon Roe)	4.00
Toro	(Fatty Tuna)	M.P
King Crab		5.00
Uni	(Sea Urchin From California)	5.95
Amaebi	(Sweet Shrimp)	4.00
w.deep fried head.		





SUSHI ROLL

Tuna Roll.	5.95
Yellowtail Roll	5.95
Salmon Roll.	5.95
Cucumber Roll	5.00
Avocado Roll	5.50
Sweet Potato Roll	5.95
Mango Roll.	5.50
Vegetable Roll. <small>Asparagus,avocado,cucumber</small>	6.95
Chicken Tempura Roll	6.95
California Roll <small>Inimitation crab salad w/avocado,fish egg</small>	6.95
Salmon avocado Roll	7.95
Spicy tuna Roll.	7.95
Spicy salmon. Roll.	7.95
Eel avocado Roll.	8.95
Philadelphia Roll. <small>Cream cheese,smoked salmon,cucumber</small>	8.95
Shrimp tempura Roll.	9.50
Crunch salmon. <small>Salmon,crab,flash fried,spicy mayo,eel sauce</small>	10.95
Crab Tempura Roll. <small>Crab stick w/avocado,Tempura whole roll eel sauce</small>	9.50



SIGNATURE ROLL

Cherry blossom Roll

King crab,cucumber,cream cheese,crunch flakes top w/tuna, seaweed salad,spicy mayo,eel sauce

19.50

Tokyo Roll

Salmon,crab stick,avocado,wrapped w/white fish,dynamite sauce and baked

11.95

Las Vegas Roll.

Crab stick,eel,cream cheese,avocado,flash fried w/crunch flakes,fish egg, spicy mayo,eel sauce

12.95

Pink Sakura Roll.

Tuna,salmon,yellowtail,avocado,fish egg wrapped inside a pink soybean sheet,spicy mayo

15.75

Dynamite Roll.

Baked spicy conch,onion(contains mayo) over a California Roll

12.95

Firecracker Roll.

Shrimp tempura top w/spicy tuna,jalapeño,eel sauce,shiracha

15.25

Triple spicy tuna Roll.

Spicy tuna top w/wasabi fish egg,jalapeño ,shiracha

14.75

Alligator Roll.

Crab stick ,crunch flakes,top w/salmon,avocado,green onions,spicy mayo

14.75

Spider Roll.

Deep fried soft shelled crab,avocado,wrapped w/soy bean paper,eel sauce

13.50

Caterpillar. Roll.

BBQ eel,cucumber,top w/avocado,eel sauce

13.75

Detroit Tiger Roll.

Tuna,cucumber,tops/tuna,salmon,avocado,crunch flakes,spicy mayo,teriyaki sauce

15.50

Dragon Roll.

California Roll top w/bbq eel,avocado

15.00

Rainbow Roll.

California roll top w/tuna,salmon,yellowtail,while fish

15.75

Hawaii Roll.

King crab,cream cheese,cucumber top w/tuna,shrimp,avocado,fish egg

15.95





SPECIAL ROLL

Philadelphia Tempura Roll.	9.95
Angel hair Roll. Shrimp tempura,eel,cucumber top w/crab salad,fish egg,eel sauce	14.95
Fire man Roll. Shrimp tempura,snow crab,asparagus,top w/spicy tuna,fish egg,crunch flakes, teriyaki sauce	14.95
Red wines Roll. Spicy tuna,shrimp tempura,cucumber,top w/tuna,avocado,spicy mayo,crunch flakes	15.95
Happy island Roll. Shrimp tempura,snow crab,cream cheese,kiwi,top w/avocado eel sauce	15.95
Sun-kissed Roll. Shrimp tempura,cucumber,top w/salmon,avocado,dynamite sauce ,spicy sauce and baked	15.95
Alaska Roll. Shrimp tempura,spicy tuna,asparagus top w/salmon,yellowtail,spicy mayo	15.95
Dancing eel Roll. Cream cheese,snow crab,fish egg,avocado top w/river eel,eel sauce	16.95
Golden beach Roll. Snow crab, cream cheese,avocado top w/salmon,orange,fish egg	15.95

FRIED RICE

(EGG,GARLIC,GREEN ONION,SOY SAUCE,BUTTER)

Chicken.	11.95.	Bacon.	11.95
Pork.	11.95.	Beef.	12.95
Jump Shrimp	12.95.	Veggie.	10.95
House special (chicken,beef,chicken).	13.95		



APPETIZER

FROM KITCHEN

Edamame Steamed soybean.	5.50
Oshitashi Cold spinach with bonito flakes in vinegar sauce.	5.50
Age Tofu Deep fried bean curd, served with house special sauce.	5.95
Haru Maki Deep Fried Japanese Style Spring Roll	4.95
Oshinko Assortment of Japanese pickles.	2.95
Wasabi Shumai Pork and vegetable, steamed dumpling.	6.25
Gyoza Pan fried meat dumpling.	6.25
Kara-Age Chicken seasoned w. ginger sauce & crispy fried	6.50
Tempura Deep fried shrimp & vegetable.	7.95
Kaki Fry Deep fried oyster with katsu sauce.	8.50
Ika-Age Marinated squid lightly deep fried served with katsu sauce.	8.50
Soft Shell Crab Deep fried soft shell crab with ponzsau sauce.	12.00
Bar-B-Q Squid Bar-B-Q squid with teriyaki sauce.	8.95
Hamachi Kama Broiled fresh yellowtail neck with salt and ponzu sauce.	10.95





NOODLE IN THE SOUP

Shoyu Ramen (pork,egg,veggies,soy sauce based soup).	10.50
Kano Ramen or Udon (sliced duck,garlic,green onion).	11.50
Moyashi Ramen. (bean sprouts,pork,garlic,green onion).	11.00
Tempura Udon or Soba. (Choice of thick wheat Udon or buckwheat soba)	9.75
Tofu veggie Udon. (tofu,veggie,Udon noodle in mild soup)	10.50
Kitsune Udon or Soba. (Fried tofu skin,green onions)	9.00
Tsukimi Tororo Udon or Soba (Yam potato,quail egg,green onion)	11.00
Zaru Soba (chilled buckwheat noodles w/dipping sauce)	9.50
Ten Zaru. (Zaru Soba w/shrimp tempura)	12.50
Inaniwa Udon (Thin wheat noodles w/chilled dipping sauce)	10.25
Miso Ramen. (Pork,bean sprouts,miso based soup)	10.75
Nabeyaki Udon (Shrimp tempura ,Chicke ,egg,veggies w/thick wheat noodles)	11.50
Chicken Udon or Beef. (Sliced Chicken or beef,green onion)	10.75
Curry Udon. (Thick spicy curry soup w/wheat noodle)	10.75
Chat Soba. (Tea infused thin wheat noodles w/ quail egg,cold dipping sauce)	10.25



SPECIAL SAKURA BENTO BOX

DINER SERVED WITH CALIFORNIA ROLL, GRILLED CHICKEN, PORK DUMPLING, MISO SOUP, GREEN SALAD

	Lunch.	Dinner
Sakura Yakiniku Bento (BBQ. Beef & Onions).	11.75.	16.75
Sakura Tempura Bento (Shrimp Tempura).	11.75.	15.75
Sakura Chicken Bento (Chicken Teriyaki).	10.75.	14.75
Sakura Salmon Bento. (Salmon Teriyaki).	11.95.	16.75
Sakura Tonkatsu Bento (Pork Katsu).	10.95.	15.75

DOBURI RICE BOWL.

DINNER SERVED WITH MISO SOUP, GREEN SALAD

	Lunch.	Dinner
Shrimp Tempura Donburi.	9.95.	12.45
Pork Teriyaki Donburi.	9.95.	12.45
Beef Teriyaki Donburi.	9.95.	12.45
BBQ. Eel Donburi.	13.75.	16.25
Katsu Donburi (pork or chicken).	9.75.	12.45
Oyako Donburi (chicken w/onion omelette).	9.75.	12.75
Chicken Teriyaki Donburi.	9.75.	12.75
Salmon Donburi.	12.75.	15.25

SUSHI DAILY LUNCH SPECIAL

With your choice of Tanuki Udon or Miso soup
(Monday-Friday 11:30-3:00pm)

Sashimi.	9.90	Sake Don.	9.75
Chirashi.	9.90	Tekka Don.	9.75
Una Don.	9.75	Sushi Roll (California roll. 1.1tuna, 1.salmon)	10.75

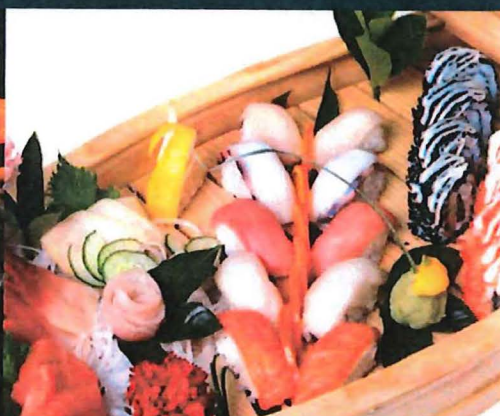


ENTREES

FROM SUSHI BAR

Served with a Choice of Miso Soup or Green Salad

Sushi Regular Assorted of 8 pcs.of sushi with one California roll.	21.95
Sushi Deluxe Assorted 10 pcs.of sushi with one California roll.	28.95
Sashimi Regular 5 kinds of raw fish filets.	25.95
Seashimi Deluxe 6 kinds of raw fish filets.	28.95
Maki Combination A combination of California roll,tuna roll and salmon avocado roll.	16.95
Tekka Don Sliced raw tuna on a bed of seasoned sushi rice.	20.95
Chirashi Assorted sliced raw fish on a bed of seasoned sushi rice.	26.95
Sushi & Sashimi Combination Assorted 6 pcs.of sushi,8 pcs.of sashimi and one California roll.	35.95
Combination Sushi(For 2) Assorted 14 pcs.of sushi,1/2 futomaki,1 California roll and 1 tuna roll.	50.95
Sashimi moriawasu	M.P



TERIYAKI ENTREES

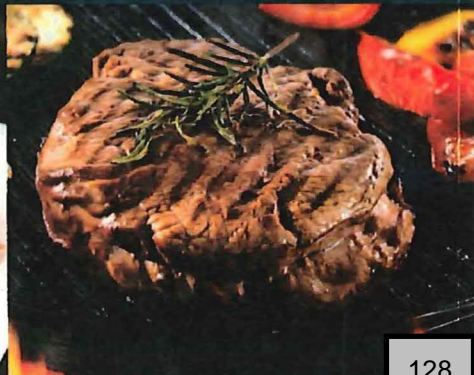
SAUTÉED BEAN SPROUTS AND SERVED
OVER HOT SIZZLING PLATE SERVED
W/MISO SOUP ,GINGER SALAD

Chicken.	15.95	Beef.	21.95
Salmon.	19.75.	Chicken&Salmon	21.95
Chicken\$Shrimp	21.95.	Chicken&Beef	22.95
Salmon&Shrimp	23.95	Shrimp&Chicken&Steak	24.95
Salmon&Chicken&Scallop	24.95.	Steak&Shrimp&Scallop	25.95

YAKISOBA

(EGG NOODLES STIR-FRY W/VEGGIES,
HOUSE SPECIAL SAUCE)

Chicken.	12.25.	Pork.	12.25
Beef.	13.95.	Jump Shrimp	14.95
Seafood comb	16.95	Veggies.	11.95
.(Shrimp,scallop,crab meat)			
House special(chicken,beef,shrimp).	15.95		





DINNER COMBINATION

Chicken Teriyaki and Shrimp Tempura.	19.95
Salmon Teriyaki and Shrimp Tempura.	21.95
Beef Teriyaki and Shrimp Tempura.	23.95
Grilled Mackerel and Shrimp Tempura.	21.95

NABEMONO(HOT POT)

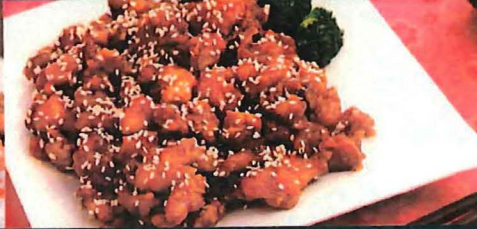
COOKED AT YOUR TABLE,SERVED W/NOODLE

Sukiyaki. Freshly sliced beef w/veggies cooked in sukiyaki sauce	(Small) 30.00.	(Large) 60.00
Shabu Shabu Thinly sliced beef w/veggies cooked in delicious light broth	(Small)30.00.	(Large) 60.00
Kamonabe. Freshly sliced,tender duck breast w/veggies cooked delicious light broth	(Small) 30.00.	(Large) 60.00
Yosenabe. Snow crab,jumbo shrimp,scallop,salmon,and more,along w/chicken,veggies Cooked in delicious light broth.	(Small)39.00.	(Large) 70.00



KITCHEN ENTREES

Family tofu. Fried tofu,veggies mix stir-fly w/brown sauce	11.95
Broccoli w/Chicken or Beef or Shrimp.	13.95/14.50/14.95
Seczhuan or Hunan style. (Chicken or Beef or Shrimp)	13.95/14.50/14.95
Sweet&Sour. Style. (Chicken or Shrimp or Combination)	13.95/14.95/15.95
General Taos' s Chicken.	13.95
Sesame Chicken.	13.95
Orange Chicken.	13.95
Almond Chicken.	13.95
Kunpao Chicken or Beef.	13.95/14.95
Coconut Shrimp.	16.95
Shrimp in lobster sauce.	16.95
Shrimp w/spiced salt.	16.95
Happy family. (Shrimp,scallop,chicken,pork w/veggie mix,brown sauce)	17.95
Dragon &Phoenix. (Sesame chicken and coconut shrimp)	16.95
Shrimp Tempura. Jumbo shrimp ,vegetable lightly fried w/dipping sauce	16.95
Tonkatsu or Chicken katsu.	15.75
Saba or Sanma shioyaki. Broiled,salt-grilled mackerel or Spanish mackerel	14.50
Kaiseki Bento. Dinner box assortment of chicken,salmon,shrimp tempura , California roll,pork dumplings and ginger salad	19.95



Business Id	Licensee	DBA	Address	Status	Violations	Current Year Sales	Previous Year Sales
1514	DUNHAM HILLS GOLF & COUNTRY CLUB, INC.	DUNHAM HILLS GOLF & COUNTRY CLUB	13561 Dunham Rd Hartland, MI 48353-2313	Active	Y	\$9,701.12	\$6,629.29
2587	TTS 3, INC.	STRIKING LANES	1535 Old US 23 Hartland, MI 48353	Active	Y	\$9,793.96	\$30,451.75
4787	LAKE WALDEN COUNTRY CLUB, INC.	THE MAJESTIC AT LAKE WALDEN	9600 Crouse Rd Hartland, MI 48353	Active	N	\$11,155.80	\$13,012.80
7529	WALDENWOODS FAMILY RECREATION RESORT, LLC	WALDENWOODS	2975 Old US 23 Hartland, MI 48353	Active	Y	\$32,352.79	\$42,561.08
9679	KARROMA FAMILY, INC.	EAGLE EXPRESS LIQUOR & DELI	9576 E Highland Rd Howell, MI 48843-9098	Active	Y	\$111,266.89	\$186,728.55
131585	TRICAL, INC.	HARTLAND GLEN GOLF COURSE	12400 Highland Rd Hartland, MI 48353-2928	Active	N	\$15,118.10	\$13,426.50
140722	HARTLAND MOBIL, INC.	HARTLAND MOBIL	10050 Clyde Rd Fenton, MI 48430-9532	Active	Y	\$228,801.72	\$319,312.54
197472	THE KROGER CO. OF MICHIGAN	KROGER STORE #444	10059 E Highland Rd Howell, MI 48843-1367	Active	Y	\$314,368.19	\$510,956.21
204158	MEIJER, INC.	MEIJER #245	2160 Hartland Rd Hartland, MI 48353-2502	Active	Y	\$775,466.86	\$1,318,454.97
214253	WOODWARD DETROIT CVS, L.L.C.	CVS/PHARMACY #8295	10073 E Highland Rd Howell, MI 48843-1367	Active	Y	\$53,732.72	\$83,810.58
215684	SPICER'S ORCHARD WINERY, LLC		10411 Clyde Rd Fenton, MI 48430-9582	Active	N	\$0.00	\$0.00
216058	NADER, PHILLIP M & GAWRONSKI, KEITH C & GAWRONSKI, CAROL	HILL TOP GROCERY	12402 Highland Rd Ste A Hartland, MI 48353-2947	Active	Y	\$101,268.15	\$182,607.92
220343	WALGREEN CO. (AN ILLINOIS PUBLIC CORPORATION)	WALGREEN'S #10499	10081 Highland Rd Hartland, MI 48353-2521	Active	N	\$0.00	\$0.00
223427	FOUNTAIN SQUARE RESTAURANT HOLDINGS, INC.	BLACK ROCK BAR AND GRILL	10100 Highland Rd Hartland, MI 48353-2522	Active	Y	\$34,061.07	\$55,731.29
223567	TARGET CORPORATION (A MINNESOTA CORPORATION)	TARGET #1971	10025 E Highland Rd Howell, MI 48843-1879	Active	N	\$0.00	\$0.00
224183	FIESTA CANTINA, LLC	FIESTA MEXICAN & AMERICAN CANTINA	10016 Highland Rd Hartland, MI 48353-2520	Active	N	\$43,491.57	\$54,089.14
225489	DRALLOS FOODS, INC.	VILLAGE MARKET CAFE	3620 Avon St Hartland, MI 48353-7708	Active	Y	\$0.00	\$0.00
231905	HARTLAND ICE HOUSE, INC.	HARTLAND ICE HOUSE	2755 Arena Dr Hartland, MI 48353-2731	Active	Y	\$0.00	\$0.00
232217	TSP HARTLAND, INC.	TONY SACCO'S COAL OVEN PIZZA	10051 E Highland Rd Ste 1 Howell, MI 48843-6317	Active	N	\$10,058.42	\$14,144.96
243392	EL CERRO GRANDE, INC. #2	LA HERRADURA GRILL & BAR	10572 Highland Rd Hartland, MI 48353-2623	Active	N	\$8,684.75	\$12,735.06
244005	MACKLE ENTERPRISES LLC	MACKLE'S TABLE AND TAPS	1774 N Old US 23 Howell, MI 48843-7193	Active	Y	\$39,174.09	\$50,097.86
246474	SPEEDWAY LLC (A DELAWARE LIMITED LIABILITY COMPANY)	SPEEDWAY #5515	10070 E Highland Rd Hartland, MI 48353-2520	Active	N	\$0.00	\$0.00
247803	CD OKEMOS 10 LLC	MUGG & BOPPS #17	11055 Highland Rd Hartland, MI 48353-2703	Active	N	\$102,559.67	\$99,407.49
0261512	CH HARTLAND LLC	EMAGINE HARTLAND	10495 Hartland Square Dr Hartland, MI 48353-2524	Active	Y	\$13,234.86	\$2,439.60
246999	AUTO CITY SERVICE, INC.	HARTLAND EXIT BP	10440 Highland Rd Hartland, MI 48353-2621	Escrow	N	\$0.00	\$0.00

**Hartland Township Board of Trustees
Liquor License #19-001
Resolution 19-
November 5, 2019
Page 2 of 2**

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 5th day of November, 2019.

Larry Ciofu, Hartland Township Clerk
2655 Clark Road, Hartland, Michigan

Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Andrew Kumar, Project Coordinator

Subject: Server & Computer Replacements

Date: October 29, 2019

Recommended Action

Move to approve the budget amendments and purchase of replacement technology, up to \$44,000.

Discussion

As previously communicated, Microsoft will terminate ten years of support and security updates for Windows 7 in January. Two Township computers can be upgraded while most others not purchased in recent years will need to be replaced. We have enjoyed strong life and value out of these computers, as many of them are 5-7 years old. Replacement costs for 22 computers/tablets amounts to \$28,106, of which is almost 90% PEG eligible.

The Township Exchange (email) server must also be replaced after 8 years of service. A new server will cost \$11,656. However, we have experienced several issues with losing email services over the years due to power outages. IT Right has recommended that Hartland Township move its exchange email services to a cloud-based server hosted by Microsoft. This will provide a much more reliable and secure service, especially with increased cybersecurity threats.

With this option, every Township official and staff will have Office 365 accounts, which will also provide the latest versions of the Microsoft Office applications. The cost of this is \$150 per user, totaling \$5,250/year. As 16 user accounts already have this service, the initial cost for the remaining 19 accounts is \$2,850. Labor costs for setup are \$1,200, bringing the initial investment to hosted Exchange services to \$4,050. This is a significant savings and over 60% is PEG eligible.

First instituted by Clerk Hopkins, the Fast Search Server effectively replaced the much more expensive LaserFiche program. It allows staff to quickly find documents in the file server, until it recently quit functioning. The Township Clerk and Manager agree that this is a valuable tool and good value for the service. Replacement costs for a new search server total \$11,152.56, which is 100% PEG eligible.

Project Costs	
Replacement Computers/Tablets	\$28,106.00
Upgraded Computers	\$286.00
New Hosted Exchange Email	\$2,850.00
Replacement Search Server	\$11,152.56
Labor for Exchange Server Work	\$1,200.00
Total Cost	\$43,594.56

Financial Impact

Is a Budget Amendment Required? Yes No

\$39,195 of this project will be funded largely using PEG surplus funds (rounded up as a contingency).

\$4,805 of this project will be funded with GF contingency funds #101-299-890.000.

Budget Amendment:

Cable Capital Outlay	577-000-970.000	Increase	\$39,195.00
GF DP Capital Outlay	101-258-970.000	Increase	\$4,805.00
GF Contingencies	101-299-890.000	Transfer	(4,805.00)

Attachments

Hartland Township 2019 PC Fleet Replacements

Hartland Township 2019 PC Fleet Upgrades

2019 PC Fleet/Server Project Costs Breakdown

Hartland Township PC Fleet/Server Cost Breakdown

22 Replacement PCs

PEG	\$25,087
General Fund	\$3,019
Replacement PC Cost Total	\$28,106

2 Upgraded PCs

Windows 10 Pro Upgrade (2)	
Unit Cost	\$143
Total Cost	\$286

Hosted Exchange Server New User Accounts

New Hosted Exchange w/Office 365 Business Suite	
9 PEG Eligible Accounts	\$1,350
10 Non-Eligible Accounts	\$1,500
Labor	\$1,200
Total Cost	\$4,050

Replacement Search Server

New Fast-Search Server	Cost
Microsoft Sharepoint 2019 Server	\$7,050.87
Microsoft SQL Server	\$3,691.69
Samsung 16 GB Memory Module	\$250
500 GB Solid State Drive (2)	\$160
Total (PEG)	\$11,152.56

Total PEG Eligible Expenses: \$38,789.56

Total General Fund Expenses: \$4,805.00

Total Project Cost: \$43,594.56

Hartland Township 2019 PC Fleet - Replacement PCs

Dept.	Install Date of Retiring CPU	New Quality CPU/Laptop/Tablet	NEW OS	NEW CPU SPEC	MAX COST/UNIT
Township Staff					
	2012	New CPU	Windows 10 Pro	Intel Core i3-8100 @ 3.6 GHz	\$670.00
	2014	New CPU	Windows 10 Pro	Intel Core i3-8100 @ 3.6 GHz	\$670.00
	2014	New CPU	Windows 10 Pro	Intel Core i5-8400 @ 2.80 GHz	\$780.00
	2011	New Laptop	Windows 10 pro	Intel Core i5-8265U @ 1.60 GHz	\$899.00
	2014	New CPU	Windows 10 Pro	Intel Core i3-8100 @ 3.6 GHz	\$670.00
	2014	New CPU	Windows 10 Pro	Intel Core i3-8100 @ 3.6 GHz	\$670.00
	2014	New CPU	Windows 10 Pro	Intel Core i3-8100 @ 3.6 GHz	\$670.00
	2013	New CPU	Windows 10 Pro	Intel i7-8700 @3.20 GHz	\$1,260.00
	2014	New CPU	Windows 10 Pro	Intel Core i5-8400 @ 2.80 GHz	\$780.00
	2012	New CPU	Windows 10 Pro	Intel Core i5-8400 @ 2.80 GHz	\$780.00
	2012	New CPU	Windows 10 Pro	Intel Core i5-8400 @ 2.80 GHz	\$780.00
	2015	New Laptop	Windows 10 Pro	Intel Core i7-8550U	\$1,657.00
Board of Trustees					
	2015	New Laptop	Windows 10 Pro	Intel Core i7-8550U	\$1,657.00
	2015	New Laptop	Windows 10 Pro	Intel Core i7-8550U	\$1,657.00
	2015	New Laptop	Windows 10 Pro	Intel Core i7-8550U	\$1,657.00
	2015	New Laptop	Windows 10 Pro	Intel Core i7-8550U	\$1,657.00
	2015	New Tablet	Windows 10 Pro	Intel Core i5 8350U	\$1,399.00
	2015	New Tablet	Windows 10 Pro	Intel Core i5 8350U	\$1,399.00
Planning Commission					
	2015	New Tablet	Windows 10 Pro	Intel Core i5 8350U	\$1,399.00
	2015	New Tablet	Windows 10 Pro	Intel Core i5 8350U	\$1,399.00
	2015	New Tablet	Windows 10 Pro	Intel Core i5 8350U	\$1,399.00
	2015	New Tablet	Windows 10 Pro	Intel Core i5 8350U	\$1,399.00
				PEG	\$25,087.00
				General Fund	\$3,019.00
				Replacement PC Cost Total	\$28,106.00

Hartland Township 2019 PC Fleet - Upgrades to Windows 10

Dept.	Install Date of CPU	MANUFACTURER	MODEL	Current OS	CPU
Township Staff	2015	Dell Inc.	Latitude 3550	Microsoft Windows 7 Professional	(M) i5-5200U CPU @ 2.20GHz}
	2015	Dell Inc.	Latitude 3550	Microsoft Windows 7 Professional	(M) i5-5200U CPU @ 2.20GHz}

Windows 10 Pro Upgrade (2)

Unit Cost	Total Cost
\$143.00	\$286.00



Board of Trustees

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

Joseph W. Colaianne, Trustee
Matthew J. Germane, Trustee
Glenn E. Harper, Trustee
Joseph M. Petrucci, Trustee

MEMORANDUM

Submitted By: Robert West, Director of Public Works
Subject: Phragmites Mitigation Discussion – David Mindell, Plantwise
Date: October 31, 2019

Recommended Action

Board review, questions and discussion

Discussion

The Township Board has previously discussed phragmite mitigation options during Board work sessions earlier this year. Public Works was directed to explore the feasibility of several options available in an effort to conduct a pilot study at the north end of Spranger Field. The intended goal was to publicly demonstrate the phragmite mitigation option.

Public Works discussed possible mitigation methods in depth with EGLE due to the close proximity of Ore Creek. Public Works examined neighboring communities currently practicing phragmite mitigation plans, which range in scope from in-house spraying herbicide to six-figure third party contracts. The overwhelming response, by organizations familiar with different mitigation processes, was the need to commit to ongoing mitigation year after year regardless of preferred method.

David Mindell, the owner of Plantwise, has agreed to present additional information related to phragmite mitigation in greater detail with the Township Board. David will be able to provide additional information and answer Board questions based upon the years of field experience his company has been involved in.

(Please be advised the information provided is based upon feedback from multiple neighboring communities and Plantwise, a highly recommended organization specializing in native landscapes and ecological restorations)

Financial Impact

Attachments

Phragmites Mitigation Feasibility.pdf
2019 Phragmite Area.pdf
David Mindell Bio

David Mindell – Owner, Plantwise

The mission at PlantWise is to provide the best possible restoration or landscaping services for our clients while doing the most ecological and aesthetic good for the sites in which we work. PlantWise, LLC is a business dedicated to creating, restoring, and interpreting native ecosystems and plant communities throughout Michigan, Ohio and northern Indiana. Towards that end, we work with private and public landowners to:

- Develop management plans for maintaining or restoring natural landscapes;
- Conduct prescribed ecological burns;
- Complete invasive plant removal projects;
- Manage remnant or created natural areas;
- Design and install landscapes of all scales using native plant species;
- Conduct plant and animal inventories;
- Map existing ecosystems and natural communities;
- Coordinate volunteer groups for planting or restoration work;
- Conduct training for all aspects of natural area restoration;
- Develop brochures and signage to help people understand and appreciate the natural features around them.

David founded PlantWise, LLC in 1998. He and the business are dedicated to creating and restoring native ecosystems and plant communities and working with people to bring native habitats into their yards and lives. David is the primary burn boss, oversees PlantWise's invasive plant control projects, and ensures that the whole PlantWise operation is running smoothly.

Prior to PlantWise, David was the Stewardship Coordinator for the City of Ann Arbor's Natural Area Preservation Division. He received a Master's degree in Natural Resources (forest ecology and ecosystem management) at the University of Michigan's School of Natural Resources.



The proposed pilot area is located at the north end of Spranger Field. EGLE will most likely require permitting due to the proximity of Ore Creek regardless of mechanical or chemical mitigation. The options below are recommended based upon a small (0.5 acre or less) area, as much larger areas may benefit from a controlled burning process. Many communities currently have mitigation programs with mixed results, however all collectively provided feedback of the endeavor requires multiple year commitments for success. Pilot studies are generally not encouraged by EGLE due to the integrated root structure surrounding subsets of much larger areas. The root structure creates an environment optimal for regrowth if not treating the entire area.



1 - Picture of phragmite root structure exposed after a storm

Option 1: Do not perform treatment

Pros – No cost / no commitment

No permitting / no EGLE reporting and monitoring

Cons – Aesthetics of mature phragmites

Possibly sight vision impact of roadways

Conclusion – Recommended action based due to minimal (if any) value and/or impact of pilot study

Option 2: Cut and chemical application (cut in December of 2019, and chemical in September of 2020)

Pros – Treatment method provide most opportunity for favorable results

Cons – Permitting / EGLE reporting and monitoring (risk of not being permitted due to Ore Creek proximity)

Requires budget increase (\$5,000 allocated in budget) due to multiple steps of mitigation process

Seasonal strategies required for chemical application; climate dependent

Requires multiple years of treatment for effectiveness (some instances of 5 years to reach 95%)

Conclusion – Most effective probability of mitigation, but will require subsequent annual applications

Option 3: Cut only (cutting would take place in winter season when ground is frozen)

Pros – Most cost-effective means of reducing density

Immediate improvements aesthetically

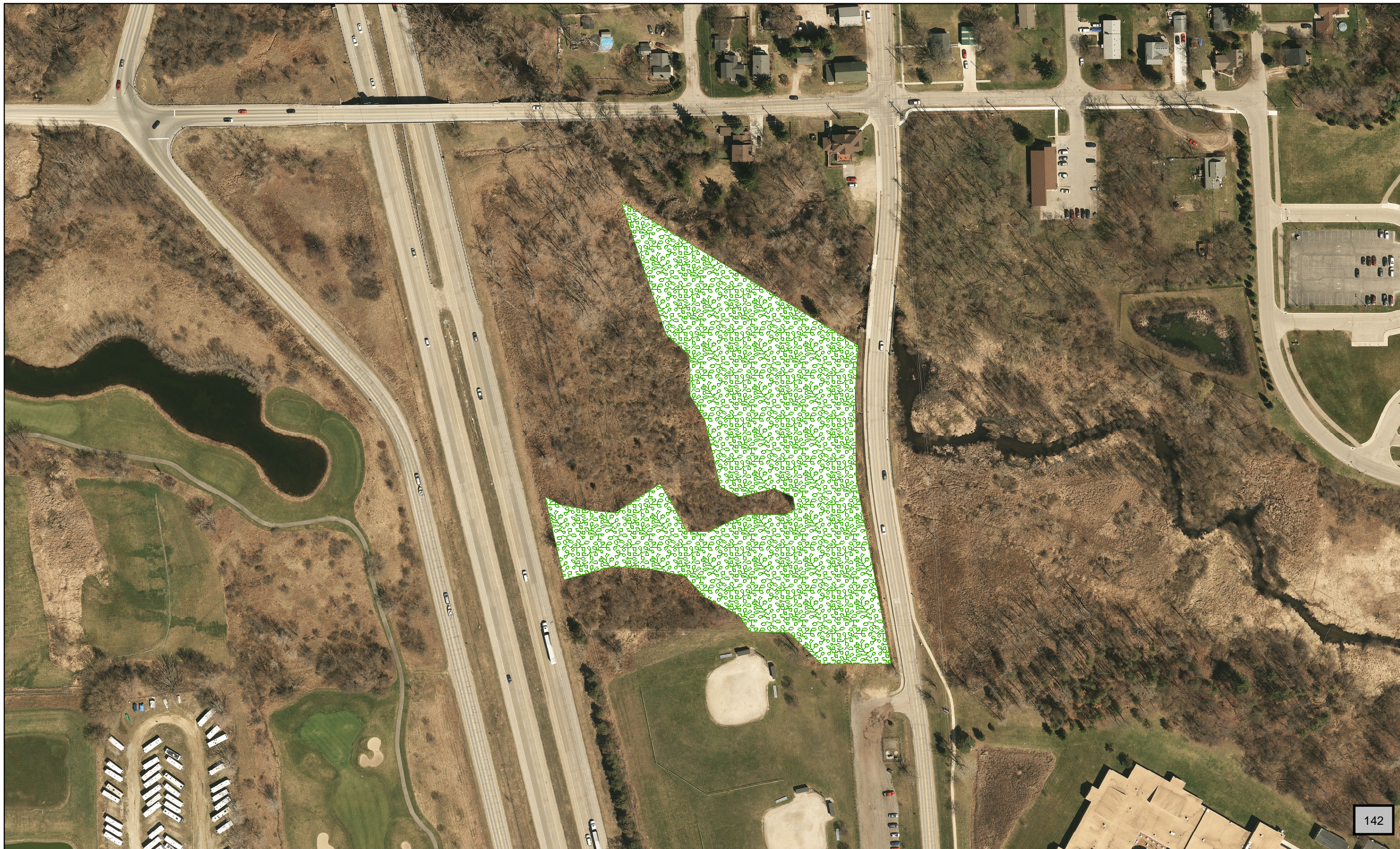
Minimal EGLE permitting and/or reporting

Cons – Will never eliminate any single phragmite, and may increase density if annual cutting is stopped

Conclusion – Once process is initiated, requires annual commitment or situation could potentially get worse



Spranger Field Phragmites



Hartland Township Board of Trustees Meeting Agenda Memorandum

Submitted By: Andrew Kumar, Project Coordinator

Subject: September 2019 Financial Report

Date: October 24, 2019

Recommended Action

Board Review and Questions

Discussion

The Township continues to demonstrate good financial judgment for FY 20.

Attachments

Sep. FY20 Financial Review

Sep. FY20 Revenues/Expenditures

MEMORANDUM

To: Hartland Township Board
James Wickman, Township Manager
Robert West, DPW Director
Troy Langer, Planning Director
Lynn Vollbrecht, Communications Director
Jim Heaslip, Assessor
Andrew Kumar, Project Coordinator

From: Susan Dryden-Hogan, Finance Director

Subject: Revenue and Expenditure Reports April 1, 2019 – September 30, 2019

Date: October 23, 2019

Attached are the Revenue/Expenditure Reports for April 1, 2019 – September 30, 2019, 50% through the fiscal year. Also included are the Balance Sheets for each individual fund as of September 30, 2019. Property Tax revenues and Administrative Fees are accrued in July (Summer Taxes) and December (Winter Taxes). Special Assessment revenue and interest are also recorded in December. Any budget amendments approved through September 30, 2019 are now reflected in the Amended Budgets. Additional expense accruals, including those for wages are now recorded on a quarterly basis. Budget to actual results focus on the department and fund level rather than line item level. Budget amendments are only required if a department or fund will exceed the amended budget.

General Fund (101)

- Revenues are on track through September compared to budget. State Shared Revenue (574.000) is projected to be slightly higher than budgeted based on the State's updated bi-monthly payment report. Reimbursements (676.000) include \$2,000 for shared training costs provided by Leader Dogs for the Blind in April.
- Total Expenditures for the first six months are 59%. This is due to annual transfers to the Cemetery Fund and Capital Projects Fund. Generally, all departments are operating as expected; however, a few budget amendments will be necessary for the following: HVAC replacement (Twp Hall & Grounds), Legal Fees (Assessing) and Code Enforcement computer (Planning). Note: The Manager department (172) has been renamed Administration.
- New for Fiscal Year 2020 is the implementation of GASB 84 for Fiduciary Activities. This new accounting standard impacts the General Fund by moving all developer escrow activities over from the old Trust & Agency funds. Simply stated, this accounting change categorizes developer activities (including Liquor License application fees) as normal government business. Going forward the fees received will be classified as revenues and payments to the Township's engineer and lawyer will be considered expenses. Both categories are labeled as Professional Review Costs. A budget amendment estimating FY20 revenues

MEMORANDUM

and expenses will be forthcoming. Future budgets will be updated to reflect this change.

Other General Governmental Funds (Municipal Street, Fire, Cemetery, Liquor Law, Capital Projects, Cable and Road SADs) – These funds are operating as expected. M59 Road Improvement Fund 354 shows the impact of the refunding bonds issued on May 15. The total bond proceeds were \$2.790M and all outstanding 2009 bonds were paid off (\$4.05M). The fund surplus contributed \$1M towards the refunding. A budget amendment for the transactions will be forthcoming. Right of Way fees (Capital Projects 401) paid by the State corrected the error from the previous fiscal year. Typically, annual ROW fees received are around \$10,000. Last year ROW fees received were \$6,064. The corrected payment plus the current year totaled \$19,789. The Cable Fund is already at 64% of their budget (after budget amendment) due to the investment in Municode software and the new fleet vehicle (Pacifica).

Water System Fund (536, 537, 539)

- Water usage fees for second fiscal quarter have been accrued and are broken out by metered usage and readiness to service charge and are on track with the budget. Metered usage is down over last year, same quarter (2 FQ19 53,168 units vs. 2FQ20 41,138 units). Due to the wet weather, irrigation usage was lower. The new water rates, effective April 1, 2018 are reflected in these revenues. The rates are from the 2016 water rate study.
- Year to date second quarter expenses are lower than expected at 31% of budget. New for FY20, the seasonal employees are classified as Water Employees. Time spent in the Parks or other General Fund duties will be billed quarterly and reimbursed. A small reallocation of wages should be made to cover the additional seasonal employees.
- The Water Debt Service Fund (537) and Repair & Replacement Fund (539) are operating as expected. Nine early payoffs of the water assessment have been received. Only interest is recorded as revenue; the principal paid is recorded against the long-term receivable.
- Connections Fees purchased to date include Capital Construction (12) and Hartland Sports Center (1.2). These purchases meet the new connections in the updated Water Capital Projects Plan.

Sewer System Fund (590, 595, 596, 597)

- Sewer usage fees have been accrued for second quarter and are broken out by category and are on target per budget. Billed metered sewer flow is slightly down from last year, same quarter (2FQ19 24,395 units vs. 2FQ20 21,869 units). The new sewer rates approved in 2016 went into effect on January 1.

MEMORANDUM

- Operating Expenses are on track with budget at 51% and not at risk, at this time, for budget amendments.
- Sewer Connection Fees purchased currently total 11.2 (Hartland Sports Center 1.2 and Hartland Plaza 10).
- A transfer to 595 Sewer Expansion will be necessary to cover the October principal bond payment on the 2016 refunded bonds. This is the first year of accelerated principal payments (1,170,000). This transfer was factored into the Long-Term Sewer Analysis (Boyle Model). The amount requested will be higher than suggested in that model due to cash flow timing issues. A cash flow based Boyle summary will be included with the agenda item, however, the timing issue does not impact the overall model negatively.
- Other than the transfer noted above, the Debt Service Funds 595 (Sewer Expansion), 596 (Forestbrook) and 597 (SAD 200) are operating as expected.

As always, if you have any questions, please do not hesitate to call me or stop by the office. Your questions are always appreciated.

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND							
Revenues							
Dept 000							
101-000-402.000	CURRENT REAL PROP TAX	0.00	541,804.00	541,804.00	0.00	541,804.00	0.00
101-000-413.000	CHARGEBACK TAXES	0.00	0.00	0.00	89.31	(89.31)	100.00
101-000-421.000	MOBILE HOME FEES	1,285.00	3,000.00	3,000.00	1,583.00	1,417.00	52.77
101-000-445.001	PRE INTEREST	397.27	0.00	0.00	228.52	(228.52)	100.00
101-000-446.000	INTEREST & PENALTY DEL TAX	100.68	150.00	150.00	233.40	(83.40)	155.60
101-000-477.000	DOG LICENSES	238.50	430.00	430.00	177.50	252.50	41.28
101-000-539.005	SOLID WASTE CHALLENGE GRANT	0.00	0.00	0.00	2,312.50	(2,312.50)	100.00
101-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE	0.00	5,000.00	5,000.00	610.91	4,389.09	12.22
101-000-574.000	STATE SHARED REVENUE	637,587.00	1,305,457.00	1,305,457.00	662,325.00	643,132.00	50.74
101-000-608.000	BOARD OF APPEALS	1,400.00	1,500.00	1,500.00	700.00	800.00	46.67
101-000-609.000	PROPERTY TAX ADMINISTRATION	111,127.47	217,705.00	217,705.00	117,834.77	99,870.23	54.13
101-000-611.000	SCHOOL COLLECTION FEES	17,301.00	17,700.00	17,700.00	17,673.00	27.00	99.85
101-000-612.000	CABLE FRANCHISE FEES	112,039.12	225,300.00	225,300.00	110,605.78	114,694.22	49.09
101-000-622.000	ZONING FEES	13,465.00	38,716.00	38,716.00	22,490.00	16,226.00	58.09
101-000-628.100	PROFESSIONAL REVIEW COSTS	0.00	0.00	0.00	32,000.00	(32,000.00)	100.00
101-000-645.000	PRINTED MATERIALS	1,382.98	600.00	600.00	2,148.77	(1,548.77)	358.13
101-000-646.000	PASSPORT FEES	4,480.00	8,750.00	8,750.00	5,530.00	3,220.00	63.20
101-000-651.000	PARKS & REC USE FEES	1,650.00	3,200.00	3,200.00	2,250.00	950.00	70.31
101-000-652.000	FARMERS MARKET REVENUE	2,724.00	3,000.00	3,000.00	2,262.00	738.00	75.40
101-000-656.000	TRAFFIC FINES	2.31	0.00	0.00	0.00	0.00	0.00
101-000-665.000	INTEREST EARNINGS	5,283.79	9,000.00	9,000.00	3,986.65	5,013.35	44.30
101-000-665.001	UNREALIZED GAIN OR LOSS	0.00	0.00	0.00	439.20	(439.20)	100.00
101-000-667.000	RENTS - HERO CENTER	2,200.00	4,400.00	4,400.00	1,100.00	3,300.00	25.00
101-000-667.001	CELL TOWER LEASE ATT	18,612.14	37,961.00	37,961.00	19,170.50	18,790.50	50.50
101-000-667.002	CABLE STUDIO RENT	0.00	12,984.00	12,984.00	6,492.00	6,492.00	50.00
101-000-674.100	SPECIAL EVENTS DONATIONS	9,000.00	16,000.00	16,000.00	11,000.00	5,000.00	68.75
101-000-676.000	REIMBURSEMENTS	7,716.24	16,320.00	16,320.00	2,360.00	13,960.00	14.46
101-000-676.536	REIMB ADMIN FEE WATER	37,453.83	77,840.00	77,840.00	38,919.92	38,920.08	50.00
101-000-676.590	REIMB ADMIN FEE SEWER	33,980.95	71,563.00	71,563.00	35,781.46	35,781.54	50.00
101-000-687.000	REBATES&REFUNDS	0.00	0.00	0.00	566.75	(566.75)	100.00
101-000-693.001	SALE OF LAND (GOVT)	0.00	0.00	0.00	30.00	(30.00)	100.00
101-000-694.000	OTHER REVENUE	5,491.00	0.00	0.00	8,357.00	(8,357.00)	100.00
Total Dept 000		1,024,918.28	2,618,380.00	2,618,380.00	1,109,257.94	1,509,122.06	42.36
TOTAL REVENUES		1,024,918.28	2,618,380.00	2,618,380.00	1,109,257.94	1,509,122.06	42.36
Expenditures							
Dept 101 - TOWNSHIP BOARD							
101-101-715.000	EMPLOYERS SOC SEC	1,155.15	2,448.00	2,448.00	1,009.80	1,438.20	41.25
101-101-718.000	RETIREMENT	1,800.00	3,600.00	3,600.00	1,800.00	1,800.00	50.00
101-101-725.000	BOARD FEES	15,100.00	32,000.00	32,000.00	13,200.00	18,800.00	41.25
101-101-727.000	SUPPLIES & POSTAGE	0.00	500.00	500.00	22.79	477.21	4.56
101-101-804.000	MEMBERSHIP & DUES	19,232.01	20,459.00	20,459.00	19,796.72	662.28	96.76
101-101-807.000	AUDIT FEES	9,160.00	9,500.00	9,500.00	9,160.00	340.00	96.42
101-101-826.000	LEGAL FEES	5,810.86	28,000.00	28,000.00	3,195.00	24,805.00	11.41
101-101-957.000	EDUCATION/TRAINING/CONVENTION	225.07	3,500.00	3,500.00	281.00	3,219.00	8.03
Total Dept 101 - TOWNSHIP BOARD		52,483.09	100,007.00	100,007.00	48,465.31	51,541.69	6
Dept 171 - SUPERVISOR							
101-171-702.000	SUPERVISOR SALARY	15,499.98	31,000.00	31,000.00	15,499.98	15,500.02	50.00
101-171-715.000	EMPLOYERS SOC SEC	1,185.75	2,372.00	2,372.00	1,185.75	1,186.25	49.99

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND							
Expenditures							
101-171-718.000	RETIREMENT	450.00	900.00	900.00	450.00	450.00	50.00
101-171-727.000	SUPPLIES & POSTAGE	0.00	100.00	100.00	0.50	99.50	0.50
Total Dept 171 - SUPERVISOR		17,135.73	34,372.00	34,372.00	17,136.23	17,235.77	49.86
Dept 172 - ADMINISTRATION							
101-172-702.000	MANAGER SALARY	48,849.36	101,118.00	101,118.00	50,559.12	50,558.88	50.00
101-172-702.200	SALARY IN LIEU OF RETIREMENT	4,884.96	10,112.00	10,112.00	5,055.96	5,056.04	50.00
101-172-703.000	VACATION/PTO PAYOUT	12,877.13	7,163.00	7,163.00	7,097.45	65.55	99.08
101-172-704.000	PROJECT COORDINATOR	18,452.26	39,222.00	39,222.00	19,463.43	19,758.57	49.62
101-172-706.000	RECEPTIONIST WAGES	0.00	22,415.00	22,415.00	11,148.62	11,266.38	49.74
101-172-709.100	MERIT/BONUS PAY	2,000.00	2,650.00	2,650.00	2,650.00	0.00	100.00
101-172-715.000	EMPLOYERS SOC SEC	6,305.94	13,776.00	13,776.00	7,115.43	6,660.57	51.65
101-172-716.000	EMPLOYMENT EXPENSE	15,536.85	34,828.00	34,828.00	15,864.57	18,963.43	45.55
101-172-718.000	RETIREMENT	1,829.83	3,922.00	3,922.00	1,941.10	1,980.90	49.49
101-172-727.000	SUPPLIES & POSTAGE	270.71	950.00	950.00	64.84	885.16	6.83
101-172-801.000	CONTRACTED SERVICES	0.00	0.00	115.00	115.00	0.00	100.00
101-172-804.000	MEMBERSHIP & DUES	0.00	1,600.00	1,600.00	1,914.87	(314.87)	119.68
101-172-957.000	EDUCATION/TRAINING/CONVENTION	1,066.65	3,850.00	3,850.00	1,449.55	2,400.45	37.65
101-172-957.002	TRAVEL/MEETING EXPENSES	250.52	600.00	801.04	410.71	390.33	51.27
Total Dept 172 - ADMINISTRATION		112,324.21	242,206.00	242,522.04	124,850.65	117,671.39	51.48
Dept 191 - ELECTIONS							
101-191-708.000	ELECTION WORKERS WAGES	11,269.88	10,576.00	10,576.00	0.00	10,576.00	0.00
101-191-715.000	EMPLOYERS SOC SEC	2.73	4.00	4.00	0.00	4.00	0.00
101-191-727.000	SUPPLIES & POSTAGE	2,522.21	3,806.00	3,806.00	259.80	3,546.20	6.83
101-191-801.000	CONTRACTED SERVICES	1,433.76	0.00	0.00	0.00	0.00	0.00
101-191-861.000	MILEAGE	0.00	0.00	0.00	5.88	(5.88)	100.00
101-191-900.000	PRINTING & PUBLICATIONS	80.00	50.00	50.00	0.00	50.00	0.00
101-191-930.000	REPAIRS & MAINTENANCE	0.00	200.00	200.00	0.00	200.00	0.00
101-191-956.000	MISCELLANEOUS	2,205.29	1,280.00	1,280.00	0.00	1,280.00	0.00
101-191-970.000	CAPITAL OUTLAY	0.00	5,320.00	5,320.00	0.00	5,320.00	0.00
Total Dept 191 - ELECTIONS		17,513.87	21,236.00	21,236.00	265.68	20,970.32	1.25
Dept 192 - FINANCE DEPARTMENT							
101-192-702.000	FINANCE DIRECTOR SALARY	37,775.76	77,071.00	77,071.00	38,535.36	38,535.64	50.00
101-192-704.000	FINANCE CLERK WAGES	19,987.00	40,798.00	40,798.00	20,434.72	20,363.28	50.09
101-192-709.200	ACCOUNTING INTERN STIPEND	0.00	0.00	250.00	250.00	0.00	100.00
101-192-715.000	EMPLOYERS SOC SEC	4,173.75	9,017.00	9,037.00	4,265.43	4,771.57	47.20
101-192-716.000	EMPLOYMENT EXPENSE	8,789.92	24,733.00	24,733.00	13,817.94	10,915.06	55.87
101-192-718.000	RETIREMENT	5,759.27	11,787.00	11,787.00	5,870.42	5,916.58	49.80
101-192-727.000	SUPPLIES & POSTAGE	382.07	1,200.00	1,200.00	263.81	936.19	21.98
101-192-804.000	MEMBERSHIP & DUES	120.00	475.00	475.00	120.00	355.00	25.26
101-192-930.000	REPAIRS & MAINTENANCE	2,640.80	2,700.00	2,700.00	2,704.40	(4.40)	100.16
101-192-957.000	EDUCATION/TRAINING/CONVENTION	2,318.23	1,960.00	1,960.00	603.01	1,356.99	30.77
Total Dept 192 - FINANCE DEPARTMENT		81,946.80	169,741.00	170,011.00	86,865.09	83,145.91	9
Dept 209 - ASSESSOR							
101-209-702.000	ASSESSOR SALARY	33,074.80	67,814.00	67,814.00	33,906.96	33,907.04	50.00

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND							
Expenditures							
101-209-704.000	ASST ASSESSOR WAGES	21,626.00	44,987.00	44,987.00	22,375.30	22,611.70	49.74
101-209-708.000	ASSESSING PERSONNEL WAGES	13,179.25	26,082.00	26,082.00	15,337.16	10,744.84	58.80
101-209-709.100	MERIT/BONUS PAY	400.00	0.00	0.00	0.00	0.00	0.00
101-209-710.000	WAGES IN LIEU OF BENEFITS	3,300.00	6,600.00	6,600.00	3,300.00	3,300.00	50.00
101-209-715.000	EMPLOYERS SOC SEC	5,447.52	11,129.00	11,129.00	5,702.99	5,426.01	51.24
101-209-716.000	EMPLOYMENT EXPENSE	852.63	1,796.00	1,796.00	857.04	938.96	47.72
101-209-718.000	RETIREMENT	5,493.40	11,280.00	11,280.00	5,602.64	5,677.36	49.67
101-209-727.000	SUPPLIES & POSTAGE	358.51	2,020.00	2,020.00	188.46	1,831.54	9.33
101-209-801.000	CONTRACTED SERVICES	25.00	0.00	0.00	0.00	0.00	0.00
101-209-804.000	MEMBERSHIP & DUES	773.00	2,170.00	2,170.00	432.00	1,738.00	19.91
101-209-811.000	TAX PREPARATION	0.00	3,700.00	3,700.00	0.00	3,700.00	0.00
101-209-826.000	LEGAL FEES	8,257.99	25,000.00	25,000.00	26,266.61	(1,266.61)	105.07
101-209-900.000	PRINTING & PUBLICATIONS	0.00	350.00	350.00	0.00	350.00	0.00
101-209-930.000	REPAIRS & MAINTENANCE	5,932.11	5,610.00	5,610.00	4,753.00	857.00	84.72
101-209-956.000	MISCELLANEOUS	20.44	100.00	100.00	38.39	61.61	38.39
101-209-957.000	EDUCATION/TRAINING/CONVENTION	1,517.10	2,300.00	2,300.00	1,738.57	561.43	75.59
Total Dept 209 - ASSESSOR		100,257.75	210,938.00	210,938.00	120,499.12	90,438.88	57.13
Dept 215 - CLERK							
101-215-702.000	CLERK SALARY	30,999.96	62,000.00	62,000.00	30,999.96	31,000.04	50.00
101-215-704.000	DEPUTY CLERK WAGES	13,044.93	37,884.00	37,884.00	18,762.90	19,121.10	49.53
101-215-706.000	RECEPTIONIST WAGES	15,185.76	0.00	0.00	0.00	0.00	0.00
101-215-710.000	WAGES IN LIEU OF BENEFITS	1,250.00	0.00	0.00	0.00	0.00	0.00
101-215-712.000	CASH IN LIEU OF BENEFITS	0.00	1,600.00	1,600.00	800.00	800.00	50.00
101-215-715.000	EMPLOYERS SOC SEC	4,472.13	7,764.00	7,764.00	3,707.91	4,056.09	47.76
101-215-716.000	EMPLOYMENT EXPENSE	10,666.07	22,748.00	22,748.00	10,250.03	12,497.97	45.06
101-215-718.000	RETIREMENT	4,735.00	9,988.00	9,988.00	4,946.57	5,041.43	49.53
101-215-727.000	SUPPLIES & POSTAGE	6.03	860.00	860.00	51.72	808.28	6.01
101-215-804.000	MEMBERSHIP & DUES	180.00	450.00	450.00	190.00	260.00	42.22
101-215-900.000	PRINTING & PUBLICATIONS	860.00	2,890.00	2,890.00	850.00	2,040.00	29.41
101-215-957.000	EDUCATION/TRAINING/CONVENTION	0.00	2,100.00	2,100.00	570.50	1,529.50	27.17
Total Dept 215 - CLERK		81,399.88	148,284.00	148,284.00	71,129.59	77,154.41	47.97
Dept 239 - VEHICLE USE							
101-239-740.000	OPERATING SUPPLIES	5.98	50.00	50.00	13.23	36.77	26.46
101-239-860.000	GASOLINE	512.65	1,150.00	1,150.00	1,024.54	125.46	89.09
101-239-861.000	MILEAGE	0.00	100.00	100.00	0.00	100.00	0.00
101-239-930.000	REPAIRS & MAINTENANCE	896.48	1,550.00	1,550.00	266.91	1,283.09	17.22
Total Dept 239 - VEHICLE USE		1,415.11	2,850.00	2,850.00	1,304.68	1,545.32	45.78
Dept 247 - BOARD OF REVIEW							
101-247-715.000	EMPLOYERS SOC SEC	10.70	225.00	225.00	16.08	208.92	7.15
101-247-725.000	BOARD OF REVIEW FEES	140.00	2,940.00	2,940.00	210.00	2,730.00	7.14
101-247-727.000	SUPPLIES & POSTAGE	15.98	150.00	150.00	0.00	150.00	0.00
101-247-900.000	PRINTING & PUBLICATIONS	0.00	385.00	385.00	0.00	385.00	0.00
101-247-957.000	EDUCATION/TRAINING/CONVENTION	0.00	750.00	750.00	0.00	750.00	0.00
Total Dept 247 - BOARD OF REVIEW		166.68	4,450.00	4,450.00	226.08	4,223.92	5.08

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20		YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
			ORIGINAL BUDGET	2019-20 AMENDED BUDGET			
Fund 101 - GENERAL FUND							
Expenditures							
Dept 253 - TREASURER							
101-253-702.000	TREASURER SALARY	30,999.96	62,000.00	62,000.00	30,999.96	31,000.04	50.00
101-253-704.000	DEPUTY TREASURER WAGES	20,737.03	42,354.00	42,354.00	21,321.26	21,032.74	50.34
101-253-708.000	CASHIER WAGES	5,825.55	12,289.00	12,289.00	5,796.97	6,492.03	47.17
101-253-715.000	EMPLOYERS SOC SEC	3,957.40	9,015.00	9,015.00	3,969.89	5,045.11	44.04
101-253-716.000	EMPLOYMENT EXPENSE	18,070.25	38,686.00	38,686.00	18,412.34	20,273.66	47.59
101-253-718.000	RETIREMENT	5,132.99	10,435.00	10,435.00	5,198.09	5,236.91	49.81
101-253-727.000	SUPPLIES & POSTAGE	227.47	1,100.00	1,100.00	389.34	710.66	35.39
101-253-804.000	MEMBERSHIP & DUES	185.00	800.00	800.00	185.00	615.00	23.13
101-253-811.000	TAX PREPARATION	4,308.25	8,750.00	8,750.00	4,230.26	4,519.74	48.35
101-253-811.100	TAX COLLECTION	54.65	500.00	500.00	88.50	411.50	17.70
101-253-826.000	LEGAL FEES	0.00	200.00	200.00	0.00	200.00	0.00
101-253-861.000	MILEAGE	0.00	0.00	0.00	29.50	(29.50)	100.00
101-253-930.000	REPAIRS & MAINTENANCE	2,840.50	4,950.00	4,950.00	3,279.50	1,670.50	66.25
101-253-956.250	BANK CHARGES	18.49	0.00	0.00	0.00	0.00	0.00
101-253-957.000	EDUCATION/TRAINING/CONVENTION	2,246.18	3,145.00	3,145.00	1,345.85	1,799.15	42.79
101-253-970.000	CAPITAL OUTLAY	0.00	0.00	0.00	45.58	(45.58)	100.00
Total Dept 253 - TREASURER		94,603.72	194,224.00	194,224.00	95,292.04	98,931.96	49.06
Dept 258 - DATA PROCESSING							
101-258-740.000	OPERATING SUPPLIES	0.00	250.00	250.00	0.00	250.00	0.00
101-258-801.000	CONTRACTED SERVICES	0.00	6,700.00	6,700.00	369.88	6,330.12	5.52
101-258-930.000	REPAIRS & MAINTENANCE	0.00	1,200.00	1,200.00	0.00	1,200.00	0.00
Total Dept 258 - DATA PROCESSING		0.00	8,150.00	8,150.00	369.88	7,780.12	4.54
Dept 265 - TOWNSHIP HALL & GROUNDS							
101-265-704.000	MAINT. WORKER WAGES	2,308.53	5,639.00	5,639.00	2,082.25	3,556.75	36.93
101-265-715.000	EMPLOYER'S SOC SEC	176.61	431.00	431.00	159.29	271.71	36.96
101-265-740.000	OPERATING SUPPLIES	1,103.03	5,274.00	5,274.00	1,101.93	4,172.07	20.89
101-265-801.000	CONTRACTED SERVICES	6,514.14	12,206.00	12,206.00	6,104.98	6,101.02	50.02
101-265-801.009	CONTRACT SERVICES - WATER SYSTEM	3,536.19	10,000.00	10,000.00	4,031.24	5,968.76	40.31
101-265-802.000	LAWN/SNOW MAINTENANCE	8,537.92	21,350.00	21,350.00	8,613.92	12,736.08	40.35
101-265-802.100	IRRIGATION REPAIRS	0.00	900.00	900.00	340.00	560.00	37.78
101-265-851.000	TELEPHONE	5,205.41	12,450.00	12,450.00	6,111.81	6,338.19	49.09
101-265-920.001	UTILITIES - GAS	997.21	4,429.00	4,429.00	982.41	3,446.59	22.18
101-265-920.002	UTILITIES - ELECTRIC	10,143.71	21,505.00	21,505.00	8,323.81	13,181.19	38.71
101-265-920.003	UTILITIES - SOFTENER	32.94	200.00	200.00	0.00	200.00	0.00
101-265-920.004	UTILITIES - SEWER	353.90	760.00	760.00	334.24	425.76	43.98
101-265-920.005	UTILITIES - WATER	3,630.65	4,905.00	4,905.00	4,345.31	559.69	88.59
101-265-920.006	REU SURCHARGE FEES	0.00	2,072.00	2,072.00	0.00	2,072.00	0.00
101-265-930.000	REPAIRS & MAINTENANCE	6,672.43	6,960.00	14,890.00	1,005.00	13,885.00	6.75
101-265-930.001	REPAIRS & MAINT - HERO TEEN CTR	1,031.40	2,200.00	2,200.00	321.49	1,878.51	14.61
101-265-956.100	ASSESSMENTS	0.00	280.00	280.00	0.00	280.00	0.00
101-265-970.000	CAPITAL OUTLAY	0.00	0.00	0.00	7,930.00	(7,930.00)	100.00
Total Dept 265 - TOWNSHIP HALL & GROUNDS		50,244.07	111,561.00	119,491.00	51,787.68	67,703.32	43.34
Dept 299 - UNALLOCATED							
101-299-703.000	VACATION/PTO OWED AT YE	0.00	5,000.00	5,000.00	0.00	5,000.00	0.00
101-299-727.000	SUPPLIES & POSTAGE	2,342.82	7,100.00	7,100.00	1,682.64	5,417.36	23.70
101-299-850.000	TAX CHARGEBACKS	698.64	2,000.00	2,000.00	311.84	1,688.16	15.59

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20		YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
			ORIGINAL BUDGET	2019-20 AMENDED BUDGET			
Fund 101 - GENERAL FUND							
Expenditures							
101-299-890.000	CONTINGENCIES	0.00	40,000.00	31,443.29	0.00	31,443.29	0.00
101-299-910.000	INSURANCE	23,345.16	26,211.00	26,211.00	22,203.68	4,007.32	84.71
101-299-930.000	REPAIRS & MAINTENANCE	1,929.65	4,125.00	4,125.00	1,250.68	2,874.32	30.32
101-299-957.000	EDUCATION/TRAINING/CONVENTION	30.26	2,200.00	2,200.00	193.26	2,006.74	8.78
Total Dept 299 - UNALLOCATED		28,346.53	86,636.00	78,079.29	25,642.10	52,437.19	32.84
Dept 400 - PLANNING & ZONING							
101-400-702.000	PLANNING DIRECTOR SALARY	36,018.61	75,366.00	75,366.00	37,683.00	37,683.00	50.00
101-400-702.100	SALARY IN LIEU OF BENEFITS	1,500.00	3,000.00	3,000.00	1,500.00	1,500.00	50.00
101-400-702.300	PLANNING SPECIALIST	29,945.88	63,341.00	63,341.00	31,670.68	31,670.32	50.00
101-400-706.000	PLANNING ASSISTANT 2	19,493.22	40,658.00	40,658.00	20,359.67	20,298.33	50.08
101-400-709.100	MERIT/BONUS PAY	100.00	0.00	0.00	200.00	(200.00)	100.00
101-400-710.000	WAGES IN LIEU OF BENEFITS	3,300.00	6,600.00	6,600.00	3,300.00	3,300.00	50.00
101-400-715.000	EMPLOYERS SOC SEC	7,349.71	17,136.00	17,136.00	7,786.31	9,349.69	45.44
101-400-716.000	EMPLOYMENT EXPENSE	1,307.25	2,765.00	2,765.00	1,318.05	1,446.95	47.67
101-400-718.000	RETIREMENT	8,562.91	17,937.00	17,937.00	8,932.12	9,004.88	49.80
101-400-725.000	PLANNING COMMISSION FEES	5,717.00	17,520.00	17,520.00	7,068.50	10,451.50	40.35
101-400-727.000	SUPPLIES & POSTAGE	537.14	1,000.00	1,000.00	132.85	867.15	13.29
101-400-801.000	CONTRACTED SERVICES	20.84	3,500.00	3,500.00	0.00	3,500.00	0.00
101-400-801.002	CONSULTING - SITE REVIEWS	0.00	5,800.00	5,800.00	650.00	5,150.00	11.21
101-400-801.100	PROFESSIONAL REVIEW COSTS	0.00	0.00	0.00	18,897.50	(18,897.50)	100.00
101-400-804.000	MEMBERSHIP & DUES	1,850.00	2,200.00	2,200.00	845.00	1,355.00	38.41
101-400-826.000	LEGAL FEES	270.00	7,000.00	7,000.00	1,410.25	5,589.75	20.15
101-400-861.400	MILEAGE - PC	0.00	250.00	250.00	0.00	250.00	0.00
101-400-900.000	PRINTING & PUBLICATIONS	240.00	3,000.00	3,000.00	1,145.00	1,855.00	38.17
101-400-930.000	REPAIRS & MAINTENANCE	316.67	320.00	320.00	0.00	320.00	0.00
101-400-957.000	EDUCATION/TRAINING/CONVENTION	0.00	2,500.00	2,500.00	1,100.00	1,400.00	44.00
101-400-957.400	EDUCATION/TRAINING - PC	0.00	500.00	500.00	0.00	500.00	0.00
101-400-970.000	CAPITAL OUTLAY	0.00	0.00	0.00	780.00	(780.00)	100.00
Total Dept 400 - PLANNING & ZONING		116,529.23	270,393.00	270,393.00	144,778.93	125,614.07	53.54
Dept 410 - BOARD OF APPEALS							
101-410-715.000	EMPLOYERS SOC SEC	83.05	87.00	87.00	41.73	45.27	47.97
101-410-725.000	ZBA FEES	1,090.72	1,135.00	1,135.00	549.72	585.28	48.43
101-410-900.000	PRINTING & PUBLICATIONS	80.00	450.00	450.00	150.00	300.00	33.33
101-410-957.000	EDUCATION/TRAINING/CONVENTION	857.52	500.00	500.00	0.00	500.00	0.00
Total Dept 410 - BOARD OF APPEALS		2,111.29	2,172.00	2,172.00	741.45	1,430.55	34.14
Dept 441 - DEPARTMENT OF PUBLIC WORKS							
101-441-702.000	DPW DIRECTOR SALARY	37,309.79	76,873.00	76,873.00	38,436.48	38,436.52	50.00
101-441-702.100	SALARY IN LIEU OF BENEFITS	1,800.00	3,600.00	3,600.00	1,800.00	1,800.00	50.00
101-441-704.000	DPW ASSISTANT WAGES	20,814.48	37,686.00	37,686.00	18,890.05	18,795.95	50.12
101-441-709.100	MERIT/BONUS PAY	200.00	0.00	0.00	500.00	(500.00)	100.00
101-441-712.000	CASH IN LIEU OF BENEFITS	0.00	3,600.00	3,600.00	1,800.00	1,800.00	50.00
101-441-715.000	EMPLOYERS SOC SEC	4,228.95	9,315.00	9,315.00	4,699.14	4,615.86	50.45
101-441-716.000	EMPLOYMENT EXPENSE	11,075.20	0.00	0.00	0.00	0.00	0.00
101-441-718.000	RETIREMENT	5,812.25	11,456.00	11,456.00	5,760.86	5,695.14	49.9
101-441-727.000	SUPPLIES & POSTAGE	132.54	574.00	574.00	162.55	411.45	12.2
101-441-740.000	OPERATING SUPPLIES	423.17	1,046.00	1,046.00	230.96	815.04	22.08
101-441-801.000	CONTRACTED SERVICES	8,462.61	13,000.00	13,000.00	9,632.08	3,367.92	74.09

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20		YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
			ORIGINAL BUDGET	2019-20 AMENDED BUDGET			
Fund 101 - GENERAL FUND							
Expenditures							
101-441-801.007	TREATMENT PLANT SAMPLING	8,957.75	14,500.00	14,500.00	10,754.66	3,745.34	74.17
101-441-804.000	MEMBERSHIP & DUES	0.00	385.00	385.00	0.00	385.00	0.00
101-441-861.000	MILEAGE	63.22	100.00	100.00	0.00	100.00	0.00
101-441-900.000	PRINTING & PUBLICATIONS	0.00	100.00	100.00	168.96	(68.96)	168.96
101-441-930.000	SOFTWARE MAINTENANCE	221.66	400.00	400.00	0.00	400.00	0.00
101-441-957.000	EDUCATION/TRAINING/CONVENTION	179.00	500.00	500.00	240.00	260.00	48.00
Total Dept 441 - DEPARTMENT OF PUBLIC WORKS		99,680.62	173,135.00	173,135.00	93,075.74	80,059.26	53.76
Dept 444 - SIDEWALKS							
101-444-801.009	CONTRACT SERVICES - WATER SYSTEM	0.00	4,000.00	4,000.00	0.00	4,000.00	0.00
101-444-969.005	SIDEWALKS	0.00	6,000.00	6,000.00	0.00	6,000.00	0.00
Total Dept 444 - SIDEWALKS		0.00	10,000.00	10,000.00	0.00	10,000.00	0.00
Dept 448 - STREET LIGHTS							
101-448-921.000	STREET LIGHTS	8,155.77	17,174.00	17,174.00	8,887.51	8,286.49	51.75
101-448-930.000	REPAIRS & MAINTENANCE	218.00	250.00	250.00	0.00	250.00	0.00
Total Dept 448 - STREET LIGHTS		8,373.77	17,424.00	17,424.00	8,887.51	8,536.49	51.01
Dept 463 - ROADS & M59 MEDIAN							
101-463-727.000	SUPPLIES & POSTAGE	1.84	20.00	20.00	0.00	20.00	0.00
101-463-801.009	CONTRACT SERVICES - WATER SYSTEM	203.45	204.00	204.00	0.00	204.00	0.00
101-463-802.000	LAWN/SNOW MAINTENANCE	11,388.68	13,500.00	13,500.00	11,436.68	2,063.32	84.72
101-463-802.100	IRRIGATION REPAIRS	0.00	1,500.00	1,500.00	2,037.50	(537.50)	135.83
101-463-920.005	UTILITIES - WATER	3,931.96	6,000.00	6,000.00	5,419.12	580.88	90.32
101-463-920.006	REU SURCHARGE FEES	0.00	4,191.00	4,191.00	0.00	4,191.00	0.00
101-463-969.002	ROAD CHLORIDE	64,217.00	73,000.00	73,000.00	43,493.03	29,506.97	59.58
101-463-969.005	SIDEWALKS	0.00	500.00	500.00	0.00	500.00	0.00
Total Dept 463 - ROADS & M59 MEDIAN		79,742.93	98,915.00	98,915.00	62,386.33	36,528.67	63.07
Dept 465 - DRAINS, PUBLIC BENEFIT							
101-465-956.000	MISCELLANEOUS	0.00	2,000.00	2,000.00	0.00	2,000.00	0.00
101-465-963.000	DRAINS AT LARGE	0.00	6,000.00	6,000.00	0.00	6,000.00	0.00
Total Dept 465 - DRAINS, PUBLIC BENEFIT		0.00	8,000.00	8,000.00	0.00	8,000.00	0.00
Dept 577 - COMMUNICATIONS							
101-577-702.000	COMMUNICATION WAGES (PT)	14,825.06	33,942.00	33,165.92	13,833.01	19,332.91	41.71
101-577-704.000	CABLE OPERATOR WAGES	726.21	2,575.00	2,575.00	962.02	1,612.98	37.36
101-577-715.000	EMPLOYERS SOC SEC	1,189.66	2,794.00	2,794.00	1,131.82	1,662.18	40.51
101-577-727.000	SUPPLIES & POSTAGE	30.38	800.00	800.00	88.15	711.85	11.02
101-577-740.000	OPERATING SUPPLIES	607.27	2,500.00	2,500.00	377.64	2,122.36	15.11
101-577-801.000	CONTRACTED SERVICES	921.35	22,250.00	22,311.00	11,158.05	11,152.95	50.01
101-577-900.000	PRINTING & PUBLICATIONS	1,554.24	6,550.00	7,010.04	2,200.69	4,809.35	9
101-577-956.000	SPECIAL EVENTS	0.00	500.00	500.00	371.40	128.60	8
101-577-957.000	EDUCATION/TRAINING/CONVENTION	197.72	500.00	500.00	20.00	480.00	0

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND							
Expenditures							
Total Dept 577 - COMMUNICATIONS		20,051.89	72,411.00	72,155.96	30,142.78	42,013.18	41.77
Dept 722 - ZONING CODE ENFORCEMENT							
101-722-704.000	ENFORCEMENT WAGES	6,848.20	13,937.00	13,937.00	6,963.54	6,973.46	49.96
101-722-715.000	EMPLOYERS SOC SEC	523.90	1,066.00	1,066.00	532.72	533.28	49.97
101-722-725.000	FEES/PER DIEMS	0.00	500.00	500.00	0.00	500.00	0.00
101-722-900.000	PRINTING & PUBLICATIONS	0.00	0.00	295.71	295.71	0.00	100.00
Total Dept 722 - ZONING CODE ENFORCEMENT		7,372.10	15,503.00	15,798.71	7,791.97	8,006.74	49.32
Dept 751 - PARKS & RECREATION							
101-751-704.000	WAGES	2,696.76	2,531.00	2,531.00	0.00	2,531.00	0.00
101-751-715.000	EMPLOYERS SOC SEC	206.30	194.00	194.00	0.00	194.00	0.00
101-751-740.000	OPERATING SUPPLIES	433.97	2,225.00	2,225.00	714.32	1,510.68	32.10
101-751-801.000	CONTRACTED SERVICES	19,867.79	34,900.00	34,900.00	24,573.35	10,326.65	70.41
101-751-801.009	CONTRACT SERVICES - WATER SYSTEM	2,559.64	9,640.00	9,640.00	3,807.84	5,832.16	39.50
101-751-802.000	LAWN/SNOW MAINTENANCE	590.00	3,250.00	3,250.00	693.33	2,556.67	21.33
101-751-920.002	UTILITIES - ELECTRIC	2,769.88	5,300.00	5,300.00	1,528.51	3,771.49	28.84
101-751-920.004	UTILITIES - SEWER	1,410.44	400.00	400.00	2,221.12	(1,821.12)	555.28
101-751-920.006	REU SURCHARGE FEES	0.00	22.00	22.00	0.00	22.00	0.00
101-751-930.000	REPAIRS & MAINTENANCE	3,984.61	8,300.00	8,300.00	2,438.47	5,861.53	29.38
101-751-955.000	PARKS - SPECIAL EVENTS	0.00	16,000.00	16,000.00	(436.32)	16,436.32	(2.73)
101-751-956.000	FARMERS MARKET	2,578.29	3,000.00	3,000.00	1,169.96	1,830.04	39.00
Total Dept 751 - PARKS & RECREATION		37,097.68	85,762.00	85,762.00	36,710.58	49,051.42	42.81
Dept 901 - APPROPRIATIONS-TRANSFER OUT							
101-901-999.000	APPROPRIATIONS SENIOR CITIZENS	11,000.00	22,000.00	22,000.00	11,000.00	11,000.00	50.00
101-901-999.002	APPROPRIATIONS COMMUNITY CENTER	20,000.00	20,000.00	20,000.00	20,000.00	0.00	100.00
101-901-999.209	TRANSFER TO CEM	25,000.00	25,000.00	25,000.00	25,000.00	0.00	100.00
101-901-999.401	TRANSFER OUT CAPITAL IMP	437,349.00	463,010.00	463,010.00	463,010.00	0.00	100.00
Total Dept 901 - APPROPRIATIONS-TRANSFER OUT		493,349.00	530,010.00	530,010.00	519,010.00	11,000.00	97.92
TOTAL EXPENDITURES		1,502,145.95	2,618,380.00	2,618,380.00	1,547,359.42	1,071,020.58	59.10
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		1,024,918.28	2,618,380.00	2,618,380.00	1,109,257.94	1,509,122.06	42.36
TOTAL EXPENDITURES		1,502,145.95	2,618,380.00	2,618,380.00	1,547,359.42	1,071,020.58	59.10
NET OF REVENUES & EXPENDITURES		(477,227.67)	0.00	0.00	(438,101.48)	438,101.48	100.00

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
Fund 204 - MUNICIPAL STREET FUND							
Revenues							
Dept 000							
204-000-402.000	CURRENT REAL PROP TAX	0.00	1,015,597.00	1,015,597.00	0.00	1,015,597.00	0.00
204-000-413.000	CHARGEBACK TAXES	0.00	0.00	0.00	46.89	(46.89)	100.00
204-000-446.000	INT.&PEN DEL TAX	5.08	0.00	0.00	8.17	(8.17)	100.00
204-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE	0.00	0.00	0.00	1,196.20	(1,196.20)	100.00
204-000-665.000	INTEREST EARNINGS	1,273.72	2,400.00	2,400.00	1,654.17	745.83	68.92
Total Dept 000		1,278.80	1,017,997.00	1,017,997.00	2,905.43	1,015,091.57	0.29
TOTAL REVENUES		1,278.80	1,017,997.00	1,017,997.00	2,905.43	1,015,091.57	0.29
Expenditures							
Dept 000							
204-000-850.000	TAX CHARGEBACKS	812.15	2,500.00	2,500.00	115.13	2,384.87	4.61
204-000-969.002	ROAD CHLORIDE	0.00	21,000.00	21,000.00	0.00	21,000.00	0.00
204-000-969.100	GRAVEL ROAD IMPROVEMENTS	0.00	0.00	123,500.00	0.00	123,500.00	0.00
204-000-969.200	PAVED ROAD IMPROVEMENTS	0.00	85,000.00	94,000.00	23,714.50	70,285.50	25.23
204-000-969.300	OTHER ROAD IMPROVEMENTS	0.00	0.00	274,090.00	0.00	274,090.00	0.00
204-000-994.001	BOND PRINCIPAL ROAD 2015	0.00	180,000.00	180,000.00	0.00	180,000.00	0.00
204-000-994.002	BOND PRINCIPAL ROADS 2016	0.00	325,000.00	325,000.00	0.00	325,000.00	0.00
204-000-996.000	BOND FEES	1,000.00	1,000.00	1,000.00	1,000.00	0.00	100.00
204-000-997.001	BOND INTEREST ROADS 2015	17,025.00	28,650.00	28,650.00	14,325.00	14,325.00	50.00
204-000-997.002	BOND INTEREST ROADS 2016	31,500.00	53,250.00	53,250.00	26,625.00	26,625.00	50.00
Total Dept 000		50,337.15	696,400.00	1,102,990.00	65,779.63	1,037,210.37	5.96
Dept 465 - DRAINS, PUBLIC BENEFIT							
204-465-967.000	VILLAGE DRAIN PROJECT COSTS	3,788.09	0.00	0.00	0.00	0.00	0.00
Total Dept 465 - DRAINS, PUBLIC BENEFIT		3,788.09	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		54,125.24	696,400.00	1,102,990.00	65,779.63	1,037,210.37	5.96
Fund 204 - MUNICIPAL STREET FUND:							
TOTAL REVENUES		1,278.80	1,017,997.00	1,017,997.00	2,905.43	1,015,091.57	0.29
TOTAL EXPENDITURES		54,125.24	696,400.00	1,102,990.00	65,779.63	1,037,210.37	5.96
NET OF REVENUES & EXPENDITURES		(52,846.44)	321,597.00	(84,993.00)	(62,874.20)	(22,118.80)	73.98

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
Fund 206 - FIRE OPERATING							
Revenues							
Dept 000							
206-000-402.000	CURRENT REAL PROP TAX	0.00	1,274,167.00	1,274,167.00	0.00	1,274,167.00	0.00
206-000-413.000	CHARGEBACK TAXES	0.00	0.00	0.00	58.61	(58.61)	100.00
206-000-446.000	INT.&PEN DEL TAX	6.38	0.00	0.00	10.24	(10.24)	100.00
206-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE	0.00	7,000.00	7,000.00	0.00	7,000.00	0.00
206-000-665.000	INTEREST EARNINGS	987.02	1,700.00	1,700.00	1,097.37	602.63	64.55
206-000-694.000	OTHER REVENUE	2.00	0.00	0.00	0.00	0.00	0.00
Total Dept 000		995.40	1,282,867.00	1,282,867.00	1,166.22	1,281,700.78	0.09
TOTAL REVENUES		995.40	1,282,867.00	1,282,867.00	1,166.22	1,281,700.78	0.09
Expenditures							
Dept 000							
206-000-802.000	LAWN/SNOW MAINTENANCE	4,849.00	6,500.00	6,500.00	3,394.00	3,106.00	52.22
206-000-807.000	AUDIT FEES	850.00	875.00	875.00	850.00	25.00	97.14
206-000-850.000	TAX CHARGEBACKS	1,018.89	2,000.00	2,000.00	145.95	1,854.05	7.30
206-000-920.002	UTILITIES - ELECTRIC	323.31	850.00	850.00	326.31	523.69	38.39
206-000-930.000	SOFTWARE MAINTENANCE	130.37	154.00	154.00	101.10	52.90	65.65
206-000-930.001	REPAIRS & MAINT. EQUIPMENT	640.95	6,100.00	6,100.00	5,109.88	990.12	83.77
206-000-930.003	REPAIRS & MAINTENANCE BLD&GRDS	1,117.41	8,500.00	8,500.00	4,192.81	4,307.19	49.33
206-000-956.100	ASSESSMENTS	0.00	266.00	266.00	0.00	266.00	0.00
206-000-970.003	CAPITAL OUTLAY - BLDG GRDS	0.00	21,500.00	21,500.00	0.00	21,500.00	0.00
206-000-999.336	CONTRIBUTION TO FIRE AUTHORITY	589,094.00	1,200,303.00	1,200,303.00	600,151.50	600,151.50	50.00
Total Dept 000		598,023.93	1,247,048.00	1,247,048.00	614,271.55	632,776.45	49.26
TOTAL EXPENDITURES		598,023.93	1,247,048.00	1,247,048.00	614,271.55	632,776.45	49.26
Fund 206 - FIRE OPERATING:							
TOTAL REVENUES		995.40	1,282,867.00	1,282,867.00	1,166.22	1,281,700.78	0.09
TOTAL EXPENDITURES		598,023.93	1,247,048.00	1,247,048.00	614,271.55	632,776.45	49.26
NET OF REVENUES & EXPENDITURES		(597,028.53)	35,819.00	35,819.00	(613,105.33)	648,924.33	1,711.68

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
Fund 209 - CEMETERY							
Revenues							
Dept 000							
209-000-642.000	COLUMBARIUM SALES	750.00	2,200.00	2,200.00	450.00	1,750.00	20.45
209-000-643.000	LOT SALES	6,650.00	3,300.00	3,300.00	1,650.00	1,650.00	50.00
209-000-665.000	INTEREST EARNINGS	43.72	0.00	0.00	35.84	(35.84)	100.00
209-000-676.000	REIMBURSEMENTS	468.00	0.00	0.00	0.00	0.00	0.00
209-000-691.101	CONTRIBUTION FROM GENERAL FUD	25,000.00	25,000.00	25,000.00	25,000.00	0.00	100.00
209-000-694.000	OTHER REVENUE	203.55	0.00	0.00	0.00	0.00	0.00
Total Dept 000		33,115.27	30,500.00	30,500.00	27,135.84	3,364.16	88.97
TOTAL REVENUES		33,115.27	30,500.00	30,500.00	27,135.84	3,364.16	88.97
Expenditures							
Dept 000							
209-000-727.000	SUPPLIES & POSTAGE	964.00	1,400.00	1,400.00	257.00	1,143.00	18.36
209-000-802.000	LAWN/SNOW MAINTENANCE	21,700.00	22,295.00	22,295.00	22,348.00	(53.00)	100.24
209-000-910.000	INSURANCE	0.00	340.00	340.00	0.00	340.00	0.00
209-000-920.000	UTILITIES	83.73	162.00	162.00	74.56	87.44	46.02
209-000-930.000	REPAIRS & MAINTENANCE	11,021.89	5,780.00	5,780.00	5,208.00	572.00	90.10
Total Dept 000		33,769.62	29,977.00	29,977.00	27,887.56	2,089.44	93.03
TOTAL EXPENDITURES		33,769.62	29,977.00	29,977.00	27,887.56	2,089.44	93.03
Fund 209 - CEMETERY:							
TOTAL REVENUES		33,115.27	30,500.00	30,500.00	27,135.84	3,364.16	88.97
TOTAL EXPENDITURES		33,769.62	29,977.00	29,977.00	27,887.56	2,089.44	93.03
NET OF REVENUES & EXPENDITURES		(654.35)	523.00	523.00	(751.72)	1,274.72	143.73

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
Fund 212 - LIQUOR LAW ENFORCEMENT							
Revenues							
Dept 000							
212-000-575.000	LIQUOR LICENSE FEES	68.75	11,256.00	11,256.00	11,964.15	(708.15)	106.29
212-000-665.000	INTEREST EARNINGS	38.41	0.00	0.00	48.75	(48.75)	100.00
Total Dept 000		107.16	11,256.00	11,256.00	12,012.90	(756.90)	106.72
TOTAL REVENUES		107.16	11,256.00	11,256.00	12,012.90	(756.90)	106.72
Expenditures							
Dept 000							
212-000-704.000	ENFORCEMENT WAGES	1,091.25	3,823.00	3,823.00	801.38	3,021.62	20.96
212-000-715.000	EMPLOYERS SOC SEC	83.46	292.00	292.00	61.30	230.70	20.99
212-000-801.000	CONTRACTED SERVICES	0.00	7,246.00	7,246.00	0.00	7,246.00	0.00
Total Dept 000		1,174.71	11,361.00	11,361.00	862.68	10,498.32	7.59
TOTAL EXPENDITURES		1,174.71	11,361.00	11,361.00	862.68	10,498.32	7.59
Fund 212 - LIQUOR LAW ENFORCEMENT:							
TOTAL REVENUES		107.16	11,256.00	11,256.00	12,012.90	(756.90)	106.72
TOTAL EXPENDITURES		1,174.71	11,361.00	11,361.00	862.68	10,498.32	7.59
NET OF REVENUES & EXPENDITURES		(1,067.55)	(105.00)	(105.00)	11,150.22	(11,255.22)	.0,619.26

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20		YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
			ORIGINAL BUDGET	2019-20 AMENDED BUDGET			
Fund 354 - 2009 M-59 ROAD IMPROVEMENTS BOND							
Revenues							
Dept 000							
354-000-404.000	2009 M-59 ROAD SAD REVENUE	286,275.60	162,750.00	162,750.00	0.00	162,750.00	0.00
354-000-404.001	HROAD SPEC ASSESS REVENUE	146,738.62	53,287.00	53,287.00	0.00	53,287.00	0.00
354-000-447.001	2009 M-59 ROAD SAD INTEREST	6,918.33	140,792.00	140,792.00	0.00	140,792.00	0.00
354-000-447.002	HROAD SPEC ASSESS INTEREST	3,546.18	46,360.00	46,360.00	0.00	46,360.00	0.00
354-000-665.000	INTEREST EARNINGS	1,324.09	1,000.00	1,000.00	836.39	163.61	83.64
354-000-697.000	PREMIUM ON BONDS	0.00	0.00	0.00	70,694.15	(70,694.15)	100.00
354-000-698.000	BOND PROCEEDS	0.00	0.00	0.00	2,790,000.00	(2,790,000.00)	100.00
Total Dept 000		444,802.82	404,189.00	404,189.00	2,861,530.54	(2,457,341.54)	707.97
TOTAL REVENUES		444,802.82	404,189.00	404,189.00	2,861,530.54	(2,457,341.54)	707.97
Expenditures							
Dept 000							
354-000-824.000	BANK FEES	0.00	0.00	0.00	15.00	(15.00)	100.00
354-000-994.000	M59 2009 BOND PRINCIPAL	270,000.00	270,000.00	270,000.00	4,050,000.00	(3,780,000.00)	1,500.00
354-000-996.000	BOND FEES	125.00	250.00	250.00	0.00	250.00	0.00
354-000-996.001	BOND ISSUANCE COSTS	0.00	0.00	0.00	77,417.15	(77,417.15)	100.00
354-000-997.000	M59 2009 BOND INTEREST	197,167.50	186,368.00	186,368.00	102,921.38	83,446.62	55.22
354-000-997.010	2019 REFUNDING BOND INTEREST	0.00	0.00	0.00	32,647.50	(32,647.50)	100.00
Total Dept 000		467,292.50	456,618.00	456,618.00	4,263,001.03	(3,806,383.03)	933.60
TOTAL EXPENDITURES		467,292.50	456,618.00	456,618.00	4,263,001.03	(3,806,383.03)	933.60
Fund 354 - 2009 M-59 ROAD IMPROVEMENTS BOND:							
TOTAL REVENUES		444,802.82	404,189.00	404,189.00	2,861,530.54	(2,457,341.54)	707.97
TOTAL EXPENDITURES		467,292.50	456,618.00	456,618.00	4,263,001.03	(3,806,383.03)	933.60
NET OF REVENUES & EXPENDITURES		(22,489.68)	(52,429.00)	(52,429.00)	(1,401,470.49)	1,349,041.49	2,673.08

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
Fund 356 - HARTLAND SHORES ROAD SAD							
Revenues							
Dept 000							
356-000-665.000	INTEREST EARNINGS	34.97	0.00	0.00	18.02	(18.02)	100.00
Total Dept 000		34.97	0.00	0.00	18.02	(18.02)	100.00
TOTAL REVENUES		34.97	0.00	0.00	18.02	(18.02)	100.00
Expenditures							
Dept 000							
356-000-997.000	BOND INTEREST PAYMENT	831.33	0.00	0.00	0.00	0.00	0.00
Total Dept 000		831.33	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		831.33	0.00	0.00	0.00	0.00	0.00
Fund 356 - HARTLAND SHORES ROAD SAD:							
TOTAL REVENUES		34.97	0.00	0.00	18.02	(18.02)	100.00
TOTAL EXPENDITURES		831.33	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		(796.36)	0.00	0.00	18.02	(18.02)	100.00

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
Fund 357 - ORE VALLEY SAD							
Revenues							
Dept 000							
357-000-404.000	SPECIAL ASSESSMENTS	0.00	20,686.00	20,686.00	0.00	20,686.00	0.00
357-000-447.001	SPECIAL ASSESSMENT INTEREST	0.00	827.00	827.00	0.00	827.00	0.00
357-000-665.000	INTEREST EARNINGS	37.33	0.00	0.00	58.28	(58.28)	100.00
357-000-696.000	RESIDUAL EQUITY TRANSFER	12,408.47	0.00	0.00	0.00	0.00	0.00
Total Dept 000		12,445.80	21,513.00	21,513.00	58.28	21,454.72	0.27
TOTAL REVENUES		12,445.80	21,513.00	21,513.00	58.28	21,454.72	0.27
Fund 357 - ORE VALLEY SAD:							
TOTAL REVENUES		12,445.80	21,513.00	21,513.00	58.28	21,454.72	0.27
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		12,445.80	21,513.00	21,513.00	58.28	21,454.72	0.27

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
Fund 358 - MILLPOINTE ROAD DEBT SERVICE FUND							
Revenues							
Dept 000							
358-000-451.000	SPECIAL ASSESSMENT PRINCIPAL	4,956.52	112,900.00	112,900.00	1,640.00	111,260.00	1.45
358-000-451.001	SPECIAL ASSESSMENT INTEREST	139.41	38,104.00	38,104.00	0.00	38,104.00	0.00
358-000-665.000	INTEREST EARNINGS	106.34	0.00	0.00	154.06	(154.06)	100.00
Total Dept 000		5,202.27	151,004.00	151,004.00	1,794.06	149,209.94	1.19
TOTAL REVENUES		5,202.27	151,004.00	151,004.00	1,794.06	149,209.94	1.19
Expenditures							
Dept 000							
358-000-991.000	BOND - PRINCIPAL	0.00	85,000.00	85,000.00	85,000.00	0.00	100.00
358-000-996.000	BOND FEES	500.00	500.00	500.00	500.00	0.00	100.00
358-000-997.000	BOND INTEREST PAYMENT	0.00	24,663.00	24,663.00	12,968.75	11,694.25	52.58
358-000-999.409	TRANSFER TO MILLPOINTE CONSTRUCTION	18,000.00	0.00	0.00	10,000.00	(10,000.00)	100.00
Total Dept 000		18,500.00	110,163.00	110,163.00	108,468.75	1,694.25	98.46
TOTAL EXPENDITURES		18,500.00	110,163.00	110,163.00	108,468.75	1,694.25	98.46
Fund 358 - MILLPOINTE ROAD DEBT SERVICE FUND:							
TOTAL REVENUES		5,202.27	151,004.00	151,004.00	1,794.06	149,209.94	1.19
TOTAL EXPENDITURES		18,500.00	110,163.00	110,163.00	108,468.75	1,694.25	98.46
NET OF REVENUES & EXPENDITURES		(13,297.73)	40,841.00	40,841.00	(106,674.69)	147,515.69	261.20

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
Fund 401 - CAPITAL PROJECTS FUND							
Revenues							
Dept 000							
401-000-627.000	RIGHT OF WAY FEES	6,064.21	14,000.00	14,000.00	19,788.96	(5,788.96)	141.35
401-000-665.000	INTEREST EARNINGS	508.63	2,500.00	2,500.00	308.73	2,191.27	12.35
401-000-675.100	RAP GRANTS (MMRMA)	0.00	0.00	6,000.00	0.00	6,000.00	0.00
401-000-696.000	RESIDUAL EQUITY TRANSFER	6,366.80	0.00	0.00	0.00	0.00	0.00
401-000-699.101	TRANSFER IN GF	437,349.00	463,010.00	463,010.00	463,010.00	0.00	100.00
Total Dept 000		450,288.64	479,510.00	485,510.00	483,107.69	2,402.31	99.51
TOTAL REVENUES		450,288.64	479,510.00	485,510.00	483,107.69	2,402.31	99.51
Expenditures							
Dept 000							
401-000-970.000	CAPITAL OUTLAY - GENERAL	23,000.00	0.00	0.00	0.00	0.00	0.00
401-000-995.410	TRANSFER TO BULLARD LK CONSTRUCTION	0.00	0.00	165,850.00	168,850.00	(3,000.00)	101.81
Total Dept 000		23,000.00	0.00	165,850.00	168,850.00	(3,000.00)	101.81
Dept 265 - TOWNSHIP HALL & GROUNDS							
401-265-970.000	CAPITAL OUTLAY	0.00	12,000.00	12,000.00	7,378.17	4,621.83	61.48
401-265-970.220	OLD TOWNSHIP HALL CAPITAL OUTLAY	13,835.10	7,500.00	7,500.00	3,700.00	3,800.00	49.33
Total Dept 265 - TOWNSHIP HALL & GROUNDS		13,835.10	19,500.00	19,500.00	11,078.17	8,421.83	56.81
Dept 444 - SIDEWALKS							
401-444-826.000	LEGAL FEES	0.00	0.00	0.00	13,076.04	(13,076.04)	100.00
401-444-969.005	VILLAGE SIDEWALKS	6,917.67	35,000.00	35,000.00	43,205.00	(8,205.00)	123.44
Total Dept 444 - SIDEWALKS		6,917.67	35,000.00	35,000.00	56,281.04	(21,281.04)	160.80
Dept 448 - STREET LIGHTS							
401-448-970.000	CAPITAL OUTLAY	0.00	0.00	15,233.00	15,223.00	10.00	99.93
Total Dept 448 - STREET LIGHTS		0.00	0.00	15,233.00	15,223.00	10.00	99.93
Dept 463 - ROADS & M59 MEDIAN							
401-463-969.011	WAYFINDING/GATEWAY SIGNS	0.00	39,360.00	39,360.00	0.00	39,360.00	0.00
Total Dept 463 - ROADS & M59 MEDIAN		0.00	39,360.00	39,360.00	0.00	39,360.00	0.00
Dept 751 - PARKS & RECREATION							
401-751-970.008	HERITAGE PARK	15,799.00	2,500.00	2,500.00	3,495.80	(995.80)	139.83
401-751-970.009	SETTLERS PARK	48,997.70	55,333.00	59,534.00	3,032.49	56,501.51	5.09
Total Dept 751 - PARKS & RECREATION		64,796.70	57,833.00	62,034.00	6,528.29	55,505.71	112.2
TOTAL EXPENDITURES		108,549.47	151,693.00	336,977.00	257,960.50	79,016.50	76.35

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
Fund 401 - CAPITAL PROJECTS FUND							
Fund 401 - CAPITAL PROJECTS FUND:							
	TOTAL REVENUES	450,288.64	479,510.00	485,510.00	483,107.69	2,402.31	99.51
	TOTAL EXPENDITURES	108,549.47	151,693.00	336,977.00	257,960.50	79,016.50	76.55
	NET OF REVENUES & EXPENDITURES	341,739.17	327,817.00	148,533.00	225,147.19	(76,614.19)	151.58

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
Fund 409 - MILLPOINTE ROAD CONSTRUCTION							
Revenues							
Dept 000							
409-000-665.000	INTEREST EARNINGS	311.50	0.00	0.00	7.09	(7.09)	100.00
409-000-695.000	NOTE PROCEEDS	846,109.24	0.00	0.00	0.00	0.00	0.00
409-000-699.358	TRANSFER IN MILLPOINTE DSF	18,000.00	92,460.00	92,460.00	10,000.00	82,460.00	10.82
Total Dept 000		864,420.74	92,460.00	92,460.00	10,007.09	82,452.91	10.82
TOTAL REVENUES		864,420.74	92,460.00	92,460.00	10,007.09	82,452.91	10.82
Expenditures							
Dept 000							
409-000-967.000	PROJECT COST	852,437.77	0.00	0.00	10,740.00	(10,740.00)	100.00
Total Dept 000		852,437.77	0.00	0.00	10,740.00	(10,740.00)	100.00
TOTAL EXPENDITURES		852,437.77	0.00	0.00	10,740.00	(10,740.00)	100.00
Fund 409 - MILLPOINTE ROAD CONSTRUCTION:							
TOTAL REVENUES		864,420.74	92,460.00	92,460.00	10,007.09	82,452.91	10.82
TOTAL EXPENDITURES		852,437.77	0.00	0.00	10,740.00	(10,740.00)	100.00
NET OF REVENUES & EXPENDITURES		11,982.97	92,460.00	92,460.00	(732.91)	93,192.91	0.79

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
Fund 410 - BULLARD LAKE ROAD CONSTRUCTION							
Revenues							
Dept 000							
410-000-665.000	INTEREST EARNINGS	0.00	0.00	0.00	67.34	(67.34)	100.00
410-000-669.401	TRANSFER IN FROM CAPITAL PROJECTS	0.00	0.00	168,850.00	168,850.00	0.00	100.00
Total Dept 000		0.00	0.00	168,850.00	168,917.34	(67.34)	100.04
TOTAL REVENUES		0.00	0.00	168,850.00	168,917.34	(67.34)	100.04
Expenditures							
Dept 000							
410-000-967.000	PROJECT COST	0.00	0.00	168,850.00	45.00	168,805.00	0.03
Total Dept 000		0.00	0.00	168,850.00	45.00	168,805.00	0.03
TOTAL EXPENDITURES		0.00	0.00	168,850.00	45.00	168,805.00	0.03
Fund 410 - BULLARD LAKE ROAD CONSTRUCTION:							
TOTAL REVENUES		0.00	0.00	168,850.00	168,917.34	(67.34)	100.04
TOTAL EXPENDITURES		0.00	0.00	168,850.00	45.00	168,805.00	0.03
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	168,872.34	(168,872.34)	100.00

User: SUSAN

DB: Hartland

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
Fund 536 - WATER SYSTEM FUND							
Revenues							
Dept 000							
536-000-600.400	WATER USAGE METERED	270,901.39	300,893.00	300,893.00	199,174.45	101,718.55	66.19
536-000-600.500	WATER READINESS TO SERVE	95,778.53	245,995.00	245,995.00	124,563.22	121,431.78	50.64
536-000-601.000	USER FEES	1,745.76	2,500.00	2,500.00	400.00	2,100.00	16.00
536-000-601.001	PENALTIES ON USER FEES	2,672.32	5,000.00	5,000.00	3,285.35	1,714.65	65.71
536-000-605.000	METER SALES	10,802.00	5,000.00	5,000.00	13,694.00	(8,694.00)	273.88
536-000-665.000	INTEREST EARNINGS	511.53	1,000.00	1,000.00	994.74	5.26	99.47
536-000-676.000	REIMBURSEMENTS	0.00	0.00	0.00	2.73	(2.73)	100.00
536-000-676.101	REIMB. CONTRACT SERVICES	6,299.28	23,844.00	23,844.00	8,945.48	14,898.52	37.52
Total Dept 000		388,710.81	584,232.00	584,232.00	351,059.97	233,172.03	60.09
TOTAL REVENUES		388,710.81	584,232.00	584,232.00	351,059.97	233,172.03	60.09
Expenditures							
Dept 000							
536-000-702.100	SALARY IN LIEU OF BENEFITS	3,600.00	7,200.00	7,200.00	3,183.92	4,016.08	44.22
536-000-702.400	MERIT/BONUS POOL	0.00	200.00	200.00	200.00	0.00	100.00
536-000-703.000	VAC/PTO OWED AT YE	0.00	2,000.00	2,000.00	0.00	2,000.00	0.00
536-000-704.000	OPERATOR II WAGES	22,616.95	44,070.00	44,070.00	23,702.61	20,367.39	53.78
536-000-706.000	OPERATOR I WAGES	17,627.37	34,573.00	34,573.00	13,829.36	20,743.64	40.00
536-000-707.000	SEASONAL WAGES	0.00	4,200.00	4,200.00	5,912.60	(1,712.60)	140.78
536-000-709.000	OVERTIME WAGES	3,370.73	7,864.00	7,864.00	3,386.12	4,477.88	43.06
536-000-715.000	EMPLOYERS SOC SEC	3,611.96	7,505.00	7,505.00	3,841.42	3,663.58	51.18
536-000-716.000	EMPLOYMENT EXPENSE	443.25	918.00	918.00	409.33	508.67	44.59
536-000-718.000	RETIREMENT	4,320.79	8,651.00	8,651.00	4,219.87	4,431.13	48.78
536-000-719.100	UNIFORMS/CLOTHING ALLOWANCE	0.00	1,103.00	1,103.00	32.00	1,071.00	2.90
536-000-720.000	ADMINISTRATIVE FEES	37,453.83	77,840.00	77,840.00	38,919.92	38,920.08	50.00
536-000-727.000	SUPPLIES/POSTAGE	1,384.13	4,470.00	4,470.00	928.63	3,541.37	20.77
536-000-740.000	OPERATING SUPPLIES	4,239.70	19,523.00	19,523.00	4,911.86	14,611.14	25.16
536-000-740.001	WATER TREAT. CHEMICALS	6,115.20	14,000.00	14,000.00	6,087.00	7,913.00	43.48
536-000-741.000	METER COSTS	9,537.54	17,500.00	17,500.00	13,911.69	3,588.31	79.50
536-000-801.000	CONTRACTED SERVICES	2,229.85	5,421.00	5,421.00	1,256.00	4,165.00	23.17
536-000-802.000	LAWN/SNOW MAINTENANCE	0.00	1,000.00	1,000.00	784.22	215.78	78.42
536-000-804.000	MEMBERSHIP & DUES	0.00	350.00	350.00	0.00	350.00	0.00
536-000-805.000	INTERNET	709.68	1,400.00	1,400.00	711.14	688.86	50.80
536-000-807.000	AUDIT FEES	4,000.00	4,000.00	4,000.00	4,000.00	0.00	100.00
536-000-816.000	ENGINEERING FEES	3,217.00	22,500.00	22,500.00	3,850.00	18,650.00	17.11
536-000-826.000	LEGAL FEES	0.00	5,000.00	5,000.00	0.00	5,000.00	0.00
536-000-851.000	TELEPHONE	1,800.49	3,607.00	3,607.00	1,551.89	2,055.11	43.02
536-000-860.000	GASOLINE	1,954.05	7,089.00	7,089.00	1,556.86	5,532.14	21.96
536-000-861.000	MILEAGE	0.00	300.00	300.00	0.00	300.00	0.00
536-000-890.000	CONTINGENCIES	0.00	15,000.00	15,000.00	0.00	15,000.00	0.00
536-000-900.000	PRINTING & PUBLICATIONS	0.00	312.00	312.00	0.00	312.00	0.00
536-000-910.000	INSURANCE	9,893.32	10,200.00	10,200.00	9,267.24	932.76	90.86
536-000-920.001	UTILITIES - GAS	315.33	1,655.00	1,655.00	326.26	1,328.74	19.71
536-000-920.002	UTILITIES - ELECTRIC	11,019.63	38,920.00	38,920.00	332.12	38,587.88	0.85
536-000-920.004	UTILITIES - SEWER	1,664.92	3,500.00	3,500.00	1,669.96	1,830.04	47.71
536-000-922.000	MISS DIG	92.24	1,500.00	1,500.00	0.00	1,500.00	0.00
536-000-930.000	SOFTWARE MAINTENANCE	2,157.22	6,078.00	6,078.00	2,030.64	4,047.36	33.41
536-000-930.001	REPAIRS & MAINTENANCE SYSTEM	9,154.22	49,500.00	49,500.00	25,253.07	24,246.93	51.02
536-000-930.002	REPAIRS & MAINTENANCE TRUCKS	75.08	3,050.00	3,050.00	883.82	2,166.18	29.14
536-000-930.003	REPAIRS & MAINTENANCE BLD&GRDS	2,234.00	12,750.00	12,750.00	3,468.36	9,281.64	27.36
536-000-956.000	MISCELLANEOUS	0.00	1,500.00	1,500.00	0.00	1,500.00	0.00

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
Fund 536 - WATER SYSTEM FUND							
Expenditures							
536-000-957.000	EDUCATION/TRAINING/CONVENTION	585.00	3,300.00	3,300.00	59.00	3,241.00	1.79
536-000-964.002	UNCOLLECTIBLE UB FEES	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00
536-000-999.539	TRANSFER TO WATER REPLACEMENT FUND	0.00	131,332.00	131,332.00	0.00	131,332.00	0.00
Total Dept 000		165,423.48	581,881.00	581,881.00	180,476.91	401,404.09	31.02
TOTAL EXPENDITURES		165,423.48	581,881.00	581,881.00	180,476.91	401,404.09	31.02
Fund 536 - WATER SYSTEM FUND:							
TOTAL REVENUES		388,710.81	584,232.00	584,232.00	351,059.97	233,172.03	60.09
TOTAL EXPENDITURES		165,423.48	581,881.00	581,881.00	180,476.91	401,404.09	31.02
NET OF REVENUES & EXPENDITURES		223,287.33	2,351.00	2,351.00	170,583.06	(168,232.06)	7,255.77

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
Fund 537 - WATER DEBT SERVICE FUND							
Revenues							
Dept 000							
537-000-404.000	SPECIAL ASSESSMENTS	2,627.34	15,995.00	15,995.00	78.53	15,916.47	0.49
537-000-665.000	INTEREST EARNINGS	153.00	2,000.00	2,000.00	231.46	1,768.54	11.57
Total Dept 000		2,780.34	17,995.00	17,995.00	309.99	17,685.01	1.72
TOTAL REVENUES		2,780.34	17,995.00	17,995.00	309.99	17,685.01	1.72
Expenditures							
Dept 000							
537-000-996.000	BOND FEES	1,000.00	500.00	500.00	500.00	0.00	100.00
537-000-997.001	2017 REFUNDING BOND INTEREST	17,400.00	12,000.00	12,000.00	12,000.00	0.00	100.00
Total Dept 000		18,400.00	12,500.00	12,500.00	12,500.00	0.00	100.00
TOTAL EXPENDITURES		18,400.00	12,500.00	12,500.00	12,500.00	0.00	100.00
Fund 537 - WATER DEBT SERVICE FUND:							
TOTAL REVENUES		2,780.34	17,995.00	17,995.00	309.99	17,685.01	1.72
TOTAL EXPENDITURES		18,400.00	12,500.00	12,500.00	12,500.00	0.00	100.00
NET OF REVENUES & EXPENDITURES		(15,619.66)	5,495.00	5,495.00	(12,190.01)	17,685.01	221.84

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
Fund 539 - WATER REPLACEMENT FUND							
Revenues							
Dept 000							
539-000-601.001	PENALTIES ON SURCHARGES	0.13	0.00	0.00	114.21	(114.21)	100.00
539-000-602.000	CONNECTION FEES	157,327.41	145,400.00	145,400.00	78,505.45	66,894.55	53.99
539-000-602.100	SURCHARGE FEES	(339.23)	29,134.00	29,134.00	0.00	29,134.00	0.00
539-000-665.000	INTEREST EARNINGS	1,300.55	2,200.00	2,200.00	1,885.45	314.55	85.70
539-000-665.001	UNREALIZED GAIN OR LOSS	0.00	0.00	0.00	(9.00)	9.00	100.00
Total Dept 000		158,288.86	176,734.00	176,734.00	80,496.11	96,237.89	45.55
TOTAL REVENUES		158,288.86	176,734.00	176,734.00	80,496.11	96,237.89	45.55
Expenditures							
Dept 000							
539-000-930.000	REPAIRS & MAINTENANCE	16,516.41	15,000.00	15,000.00	4,149.29	10,850.71	27.66
539-000-968.000	DEPRECIATION	120,360.30	290,000.00	290,000.00	123,013.58	166,986.42	42.42
Total Dept 000		136,876.71	305,000.00	305,000.00	127,162.87	177,837.13	41.69
TOTAL EXPENDITURES		136,876.71	305,000.00	305,000.00	127,162.87	177,837.13	41.69
Fund 539 - WATER REPLACEMENT FUND:							
TOTAL REVENUES		158,288.86	176,734.00	176,734.00	80,496.11	96,237.89	45.55
TOTAL EXPENDITURES		136,876.71	305,000.00	305,000.00	127,162.87	177,837.13	41.69
NET OF REVENUES & EXPENDITURES		21,412.15	(128,266.00)	(128,266.00)	(46,666.76)	(81,599.24)	36.38

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
Fund 577 - CABLE TV FUND							
Revenues							
Dept 000							
577-000-607.000	PEG FEES	44,815.61	90,000.00	90,000.00	44,242.27	45,757.73	49.16
577-000-665.000	INTEREST EARNINGS	177.65	0.00	0.00	178.67	(178.67)	100.00
577-000-673.000	SALE OF FIXED ASSETS	0.00	0.00	0.00	4,500.00	(4,500.00)	100.00
Total Dept 000		44,993.26	90,000.00	90,000.00	48,920.94	41,079.06	54.36
TOTAL REVENUES		44,993.26	90,000.00	90,000.00	48,920.94	41,079.06	54.36
Expenditures							
Dept 000							
577-000-740.000	OPERATING SUPPLIES	754.92	2,100.00	2,100.00	1,487.87	612.13	70.85
577-000-801.000	CONTRACTED SERVICES & RENTALS	6,908.00	30,500.00	30,500.00	18,550.00	11,950.00	60.82
577-000-805.000	INTERNET	1,148.10	2,200.00	2,200.00	1,061.10	1,138.90	48.23
577-000-806.000	CABLE TV FEES	490.56	1,050.00	1,050.00	501.34	548.66	47.75
577-000-900.000	PRINTING & PUBLICATIONS	0.00	0.00	0.00	100.00	(100.00)	100.00
577-000-930.000	REPAIRS & MAINTENANCE	541.98	6,500.00	6,500.00	150.00	6,350.00	2.31
577-000-932.000	REPAIRS & MAINTENANCE - TRUCKS	0.00	1,200.00	1,200.00	0.00	1,200.00	0.00
577-000-941.000	RENT	0.00	12,984.00	12,984.00	9,738.00	3,246.00	75.00
577-000-946.000	PEG SERVER & SOFTWARE RENTAL	5,561.50	20,185.00	20,185.00	11,411.34	8,773.66	56.53
577-000-970.000	CAPITAL OUTLAY	12,926.85	13,281.00	28,290.00	31,174.99	(2,884.99)	110.20
Total Dept 000		28,331.91	90,000.00	105,009.00	74,174.64	30,834.36	70.64
TOTAL EXPENDITURES		28,331.91	90,000.00	105,009.00	74,174.64	30,834.36	70.64
Fund 577 - CABLE TV FUND:							
TOTAL REVENUES		44,993.26	90,000.00	90,000.00	48,920.94	41,079.06	54.36
TOTAL EXPENDITURES		28,331.91	90,000.00	105,009.00	74,174.64	30,834.36	70.64
NET OF REVENUES & EXPENDITURES		16,661.35	0.00	(15,009.00)	(25,253.70)	10,244.70	168.26

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20		YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
			ORIGINAL BUDGET	2019-20 AMENDED BUDGET			
Fund 590 - SEWER OPERATIONS & MAINTENANCE FUND							
Revenues							
Dept 000							
590-000-600.100	SEWER USAGE FLAT RATE	364,536.34	711,536.00	711,536.00	355,378.78	356,157.22	49.95
590-000-600.200	SEWER USAGE METERED	410,078.35	876,171.00	876,171.00	397,327.17	478,843.83	45.35
590-000-600.300	SEWER CAPITAL CHARGES	107,508.92	231,584.00	231,584.00	109,969.44	121,614.56	47.49
590-000-600.600	SEWER RTS CHARGE	258,855.08	759,617.00	759,617.00	340,222.26	419,394.74	44.79
590-000-601.000	USER FEES	20.00	0.00	0.00	65.00	(65.00)	100.00
590-000-601.001	PENALTIES ON USER FEES	19,511.20	30,000.00	30,000.00	21,396.51	8,603.49	71.32
590-000-602.000	CONNECTION FEES	200,109.53	183,356.00	183,356.00	105,719.04	77,636.96	57.66
590-000-602.100	SURCHARGE FEES	11,663.29	77,059.00	77,059.00	14,333.50	62,725.50	18.60
590-000-605.000	METER SALES	0.00	880.00	880.00	0.00	880.00	0.00
590-000-665.000	INTEREST EARNINGS	10,774.08	23,000.00	23,000.00	22,532.12	467.88	97.97
590-000-665.001	UNREALIZED GAIN OR LOSS	0.00	0.00	0.00	958.65	(958.65)	100.00
590-000-668.000	SEPTAGE STATION REVENUES	89,799.88	240,000.00	240,000.00	100,953.14	139,046.86	42.06
Total Dept 000		1,472,856.67	3,133,203.00	3,133,203.00	1,468,855.61	1,664,347.39	46.88
TOTAL REVENUES		1,472,856.67	3,133,203.00	3,133,203.00	1,468,855.61	1,664,347.39	46.88
Expenditures							
Dept 000							
590-000-720.000	ADMINISTRATIVE FEES	33,980.95	71,593.00	71,593.00	35,781.46	35,811.54	49.98
590-000-727.000	SUPPLIES & POSTAGE	858.72	1,400.00	1,400.00	848.61	551.39	60.62
590-000-741.000	METER COSTS	0.00	5,000.00	5,000.00	0.00	5,000.00	0.00
590-000-801.000	CONTRACTED SERVICES	0.00	200.00	200.00	0.00	200.00	0.00
590-000-801.008	LCDC CONTRACT SERVICES	960,770.65	2,165,165.00	2,165,165.00	1,007,655.55	1,157,509.45	46.54
590-000-807.000	AUDIT FEES	4,990.00	5,150.00	5,150.00	4,990.00	160.00	96.89
590-000-826.000	LEGAL FEES	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00
590-000-910.000	INSURANCE	9,802.52	10,100.00	10,100.00	9,754.08	345.92	96.58
590-000-930.000	SOFTWARE MAINTENANCE	1,074.53	1,138.00	1,138.00	1,035.80	102.20	91.02
590-000-968.000	DEPRECIATION	218,335.02	436,670.00	436,670.00	218,335.02	218,334.98	50.00
Total Dept 000		1,229,812.39	2,697,416.00	2,697,416.00	1,278,400.52	1,419,015.48	47.39
Dept 595 - 2005 SEWER BONDS							
590-595-826.000	LEGAL FEES	4,095.24	5,000.00	5,000.00	2,542.50	2,457.50	50.85
Total Dept 595 - 2005 SEWER BONDS		4,095.24	5,000.00	5,000.00	2,542.50	2,457.50	50.85
TOTAL EXPENDITURES		1,233,907.63	2,702,416.00	2,702,416.00	1,280,943.02	1,421,472.98	47.40
Fund 590 - SEWER OPERATIONS & MAINTENANCE FUND:							
TOTAL REVENUES		1,472,856.67	3,133,203.00	3,133,203.00	1,468,855.61	1,664,347.39	46.88
TOTAL EXPENDITURES		1,233,907.63	2,702,416.00	2,702,416.00	1,280,943.02	1,421,472.98	47.40
NET OF REVENUES & EXPENDITURES		238,949.04	430,787.00	430,787.00	187,912.59	242,874.41	43.62

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
Fund 591 - LAKE TYRONE 2015 SEWER SAD							
Revenues							
Dept 000							
591-000-404.000	SPECIAL ASSESSMENT REVENUE	0.00	48,191.00	48,191.00	326.36	47,864.64	0.68
591-000-665.000	INTEREST EARNINGS	586.68	0.00	0.00	755.42	(755.42)	100.00
Total Dept 000		586.68	48,191.00	48,191.00	1,081.78	47,109.22	2.24
TOTAL REVENUES		586.68	48,191.00	48,191.00	1,081.78	47,109.22	2.24
Expenditures							
Dept 000							
591-000-997.000	BOND INTEREST PAYMENT	14,034.41	26,750.00	26,750.00	13,375.16	13,374.84	50.00
Total Dept 000		14,034.41	26,750.00	26,750.00	13,375.16	13,374.84	50.00
TOTAL EXPENDITURES		14,034.41	26,750.00	26,750.00	13,375.16	13,374.84	50.00
Fund 591 - LAKE TYRONE 2015 SEWER SAD:							
TOTAL REVENUES		586.68	48,191.00	48,191.00	1,081.78	47,109.22	2.24
TOTAL EXPENDITURES		14,034.41	26,750.00	26,750.00	13,375.16	13,374.84	50.00
NET OF REVENUES & EXPENDITURES		(13,447.73)	21,441.00	21,441.00	(12,293.38)	33,734.38	57.34

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
Fund 595 - 2005 SEWER EXP BONDS							
Revenues							
Dept 000							
595-000-404.000	SPECIAL ASSESSMENTS INTEREST	0.00	23,754.00	23,754.00	0.00	23,754.00	0.00
595-000-404.004	SAD DISTRICT 4 INTEREST	3,148.37	86,929.00	86,929.00	90.72	86,838.28	0.10
595-000-404.005	SAD DISTRICT 5 INTEREST	0.00	5,417.00	5,417.00	0.00	5,417.00	0.00
595-000-404.006	SAD DISTRICT 6 INTEREST	134.75	10,536.00	10,536.00	115.50	10,420.50	1.10
595-000-404.007	SAD DISTRICT #7 INTEREST	0.00	4,309.00	4,309.00	0.00	4,309.00	0.00
595-000-404.008	SAD #4 SUPPLEMENTAL INCOME	407.75	8,652.00	8,652.00	9.46	8,642.54	0.11
595-000-665.000	INTEREST EARNINGS	669.75	5,246.00	5,246.00	450.10	4,795.90	8.58
Total Dept 000		4,360.62	144,843.00	144,843.00	665.78	144,177.22	0.46
TOTAL REVENUES		4,360.62	144,843.00	144,843.00	665.78	144,177.22	0.46
Expenditures							
Dept 000							
595-000-995.100	AMORTIZATION - BOND FEES	2,050.14	4,100.00	4,100.00	2,050.14	2,049.86	50.00
595-000-996.000	BOND FEES	1,250.00	1,250.00	1,250.00	1,250.00	0.00	100.00
595-000-997.006	BOND INTEREST 2011 REFUNDING	131,075.00	262,150.00	262,150.00	152,920.83	109,229.17	58.33
595-000-997.007	SERIES 2016 REFUNDING BOND INTEREST	229,600.00	226,500.00	226,500.00	220,500.00	6,000.00	97.35
Total Dept 000		363,975.14	494,000.00	494,000.00	376,720.97	117,279.03	76.26
TOTAL EXPENDITURES		363,975.14	494,000.00	494,000.00	376,720.97	117,279.03	76.26
Fund 595 - 2005 SEWER EXP BONDS:							
TOTAL REVENUES		4,360.62	144,843.00	144,843.00	665.78	144,177.22	0.46
TOTAL EXPENDITURES		363,975.14	494,000.00	494,000.00	376,720.97	117,279.03	76.26
NET OF REVENUES & EXPENDITURES		(359,614.52)	(349,157.00)	(349,157.00)	(376,055.19)	26,898.19	107.70

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
Fund 596 - FORESTBROOK HILLS SEWER SAD#1							
Revenues							
Dept 000							
596-000-404.000	SPECIAL ASSESSMENTS	0.00	4,299.00	4,299.00	0.00	4,299.00	0.00
596-000-665.000	INTEREST EARNINGS	57.70	0.00	0.00	77.24	(77.24)	100.00
Total Dept 000		57.70	4,299.00	4,299.00	77.24	4,221.76	1.80
TOTAL REVENUES		57.70	4,299.00	4,299.00	77.24	4,221.76	1.80
Fund 596 - FORESTBROOK HILLS SEWER SAD#1:							
TOTAL REVENUES		57.70	4,299.00	4,299.00	77.24	4,221.76	1.80
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		57.70	4,299.00	4,299.00	77.24	4,221.76	1.80

REVENUE AND EXPENDITURE REPORT

PERIOD ENDING 09/30/2019

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2018	2019-20		YTD BALANCE 09/30/2019	AVAILABLE BALANCE	% BDGT USED
			ORIGINAL BUDGET	2019-20 AMENDED BUDGET			
Fund 597 - HARTLAND TWP SEWER SAD 200							
Revenues							
Dept 000							
597-000-404.000	SPECIAL ASSESSMENTS	0.00	5,273.00	5,273.00	411.32	4,861.68	7.80
597-000-665.000	INTEREST EARNINGS	61.48	0.00	0.00	87.94	(87.94)	100.00
Total Dept 000		61.48	5,273.00	5,273.00	499.26	4,773.74	9.47
TOTAL REVENUES		61.48	5,273.00	5,273.00	499.26	4,773.74	9.47
Fund 597 - HARTLAND TWP SEWER SAD 200:							
TOTAL REVENUES		61.48	5,273.00	5,273.00	499.26	4,773.74	9.47
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		61.48	5,273.00	5,273.00	499.26	4,773.74	9.47
TOTAL REVENUES - ALL FUNDS							
		4,910,306.57	10,314,446.00	10,489,296.00	6,629,878.03	3,859,417.97	63.21
TOTAL EXPENDITURES - ALL FUNDS							
		5,597,799.80	9,534,187.00	10,309,920.00	8,961,729.69	1,348,190.31	86.92
NET OF REVENUES & EXPENDITURES		(687,493.23)	780,259.00	179,376.00	(2,331,851.66)	2,511,227.66	1,299.98