

### **CHARTER TOWNSHIP OF HIGHLAND**

205 N. John Street - Auditorium - Highland, Michigan 48357 248/887-3791

# REGULAR BOARD OF TRUSTEES MEETING AGENDA JUNE 3, 2024 - 6:30 P.M.

- Call Meeting to Order
- 2. Pledge of Allegiance
- 3. Roll
- 4. Approval of Agenda
- 5. Consent Agenda Approval

#### Approve:

- a) May 13, 2024 Board of Trustees Minutes
- b) List of Bills dated May 23, 2024 plus additions
- c) Fire Works Permit for Highland Township June 29, 2024
- d) Fire Works Permit for White Lake Citizens League June 29, 2024
- e) Resolution 24-19 Accept Donation from Percy and Ethel Duncan
- f) Resolution 24-20 to Authorize the Placement of Signage on M-59 Median for Fireworks Display
- g) Budget Amendment Transfer to Capital Improvement
- h) HDDA Revised Bylaws

#### Receive and File:

Activity Center Advisory Board Meeting Minutes – April 2024
Activity Center Advisory Board Treasurer's Report – April 2024
Activity Center Director's Report – April 2024
Building Department Report – April 2024
DDA Board Minutes – April 2024
Financial Report – March 2024
Library Board Minutes - April 2024
Library Director's Report - April 2024

- 6. Announcements and Information Inquiry:
  - a) Highland Township Offices Closed on Thursday, July 4, and Friday, July 5, 2024, in Observance of Independence Day
  - b) Household Hazardous Waste Collection Day Saturday, June 15<sup>th</sup>, from 9:00 a.m. to 2:00 p.m.
  - c) Highland Township Red, White and Blues Festival will be on June 29, 2024
  - d) Farmer's Market every Saturday beginning June 22nd at Highland Township Complex
  - e) Sounds Like Summer Concert Series Begins July 9th at 7:00 p.m. in Veterans Park
- 7. Public Comment
- 8. Pending Business:
  - a) URSA 24-01 Special Approval of Land Use for gas station; vacant NE corner of N Milford/E Wardlow, PIN 11-15-326-017; Applicant Sarmed Raouf; Property Owner RIMA Properties, LLC

#### 9. New Business:

- a) Introduce Z-031 Text Amendment to permit gas stations for parcels fronting Highland Road (M-59) in the HS, Highland Station Business District and to establish regulations regarding same.
- b) Resolution 24-19 Approving Purchase of Property from Six Rivers Land Conservancy (S. Hickory Ridge Road)
- c) Budget Amendment Hickory Ridge Purchase
- d) Award Bid for Steeple Hall Painting
- e) Building Mural Agreement 250 West Livingston Road Mural Installation

#### 10. Adjourn

This zoom connection will be available to the public: <a href="https://us02web.zoom.us/j/88307476523">https://us02web.zoom.us/j/88307476523</a>.

Meeting ID: 883 0747 6523

Any member of the audience wishing to address the board will be asked to state his/her name and address. Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the Clerk's office at (248) 887-3791 prior to the meeting. Our staff will be pleased to make the necessary arrangements.

1.	Call Meeting to Order
	Time:
	Number of Visitors:

2. Pledge of Allegiance

# Township Board Meeting Roll Date: June 3, 2024

<u>Present</u>	<u> Absent</u>	<u>Board Member</u>
		Rick A. Hamill
		Tami Flowers
		Jenny Frederick
		Judy Cooper
		Brian Howe
		Beth Lewis
		Joseph Salvia
Start Time		Fnd Time:

4.	Approval	of Agenda	
	• •	J	

### 5a. Consent Agenda Approval

- a) May 13, 2024 Board of Trustees Minutes
- b) List of Bills dated May 23, 2024 plus additions
- c) Fire Works Permit for Highland Township June 29, 2024
- d) Fire Works Permit for White Lake Citizens League June 29, 2024
- e) Resolution 24-19 Accept Donation from Percy and Ethel Duncan
- f) Resolution 24-20 to Authorize the Placement of Signage on M-59 Median for Fireworks Display
- g) Budget Amendment Transfer to Capital Improvement
- h) 2024 HDDA Bylaws

#### CHARTER TOWNSHIP OF HIGHLAND REGULAR BOARD OF TRUSTEES MEETING May 13, 2024 - 6:30 p.m.

The meeting was called to order at 6:31 p.m. with the Pledge of Allegiance.

Roll Call: Rick Hamill, Supervisor

Tami Flowers, Clerk

Jennifer Frederick, Treasurer

Judy Cooper, Trustee Brian Howe, Trustee Beth Lewis, Trustee Joseph Salvia, Trustee

Also Present: Fire Chief Nick George

Lieutenant Matt Snyder

Anne McClorey McLaughlin, Township Attorney

Visitors: 20

#### **Approval of Agenda:**

Mr. Hamill removed New Business item 9a) Proposed Amendment to the Purchasing Policy from the Agenda and moved item 9i) URSA 24-01 Special Approval of Land Use for gas station; vacant NE corner of N Milford/E Wardlow, PIN 11-15-326-017; Applicant Sarmed Raouf; Property Owner RIMA Properties, LLC to the first item under New Business. Mrs. Cooper moved to approve the agenda as amended. Mr. Howe supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, and Salvia – yes.

#### **Consent Agenda Approval:**

- a) April 1, 2024 Board of Trustees Meeting Minutes
- b) April 1, 2024 Board of Trustees Closed Session Minutes
- c) List of Bills dated April 18, 2024 and May 2, 2024 plus additions
- d) Resolution 24-14 to Authorize the Placement of Signage on M-59 Median to Preserve the Milkweed Mile as a Monarch Community
- e) Resolution 24-15 to Authorize the Placement of Signage on M-59 Median for Highland Farmers Market

#### Receive and File:

DDA Board Minutes – February and March 2024
Financial Report – Post Audit 2023
Fire Department Report – March and April 2024
Library Board Minutes – March 2024
Library Director's Report - March 2024
Sheriff's Department Report – March and April 2024
Treasurer's Report – March 2024

Charter Township of Highland

Unapproved Minutes: May 13, 2024 Board of Trustees Meeting

Mrs. Cooper moved to approve the Consent Agenda as presented. Mr. Howe supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

Page 2 of 4

#### Announcements and Information Inquiry:

- a) Township Offices will be closed Monday, May 27, 2024 in observance of Memorial Day
- b) Mental Health Awareness Month May 2024
- c) Founders Day Parade and Activities Saturday, May 18, 2024
- d) Milford Memorial Day Parade and Ceremonies May 27, 2024
- e) 2023 Fire Fighter of the Year Firefighter/Paramedic Joe Santini
- f) 2024 Paramedic Scholarship Award FF/EMT Preston Green and FF/EMT Cameron Ollila

Garden Club Plant Sale from 9 am to noon on May 18th at Veterans Park.

Thank you to all those who assisted with the Prayer Breakfast.

Highland Township was the first jurisdiction to turn in our election results to Oakland County.

Memorial Day Parade starts at 11:00 a.m. and ends at the American Legion.

Mr. Salvia thanked the Fire Department for their assistance with the flag project.

#### **Public Comment:**

Mr. Howe expressed a need for bike paths to connect Highland and Milford.

#### Presentation

a) Plante Moran Audit Presentation for year ended December 2023

Pam Hill from Plante Moran reviewed the Audit for year ended December 31, 2023.

#### **New Business:**

- a) Proposed Amendment to the Purchasing Policy Removed from the Agenda.
- i) URSA 24-01 Special Approval of Land Use for gas station; vacant NE corner of N Milford/E Wardlow, PIN 11-15-326-017; Applicant Sarmed Raouf; Property Owner RIMA Properties, LLC

There were several public comments regarding the Special Approval of Land Use.

Mr. Hamill moved to postpone this issue until the next Board of Trustees meeting. Mr. Howe supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

b) Activity Center Position-Ashley Valdez-Proposed Part-Time Employee

Mr. Hamill moved to transition Ashley Valdez from a seasonal employee to a part-time employee. Mrs. Lewis supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

#### c) Budget Amendment - Activity Center Wages

Mrs. Cooper moved to approve the Budget Amendment - Activity Center Wages as presented. Mr. Howe supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

#### d) 2024-2027 Highland Fire Dispatch Agreement

Ms. Frederick moved to authorize the Supervisor to sign the Fire Dispatch Service Agreement between the County of Oakland and Charter Township of Highland. Mr. Salvia supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

#### e) Award Bid for Ambulance Purchase

Mrs. Cooper moved to award the bid for the ambulance purchase to Kodiak Emergency Vehicles not to exceed \$343,000, subject to review by the Township attorney. Mr. Howe supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

#### f) Fire Department Request to Purchase 25 Portable Radios

Mr. Hamill moved to approve the purchase of 25 portable radios in conjunction with Hartland, Brighton, Livingston County EMS, and Lyon Township in the amount of \$200,987.70. Ms. Frederick supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

#### g) Budget Amendment Fire Capital 2024

Ms. Frederick moved to approve the Budget Amendment Fire Capital 2024 as presented. Mrs. Cooper supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

#### h) Resolution 24-17 Water Supply Rates

Mr. Hamill moved to approve Resolution 24-17 Water Supply Rates as presented. Mrs. Lewis supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

j) Purchase Agreement to Transfer Property Declared Surplus, 115 W Highland Road;
 PIN 11-22-352-005 ("Gateway Park")

Ms. Frederick moved to approve the Purchase Agreement subject to the purchaser signing the Offer to Purchase and final confirmation of the legal description of the property, and to authorize the supervisor to sign all documents necessary to effectuate the closing. Mrs. Cooper supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

A	di	o	u	rn	:
	٠,	•	v	• • •	•

Supervisor Hamill adjourned the meeting at 8:20 p.m.

Tami Flowers, MiPMC Highland Township Clerk

Rick A. Hamill Highland Township Supervisor

Page: 1

		,			<b>,</b> -, -
Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
GENERAL FUNI	ס				
101-000-072.000	COUNTY OF OAKLAND				
1159	TREASURER	101-HIGHLAND GREENS-OAK CTY	APR 2024	05/15/2024	347.50
1159	TREASURER	101-RIDGEWOOD-OAK CTY	APRIL 2024	05/15/2024	213.00
1159	TREASURER	101-HIGHLAND HILLS OAK CTY	APRIL 24	05/15/2024	144.00
101-000-075.000	HURON VALLEY SCHOOLS				
1159	TREASURER	101-HIGHLAND GREENS-HVS	APR 2024	05/15/2024	1,390.00
1159	TREASURER	101-RIDGEWOOD-HVS	APRIL 2024	05/15/2024	852.00
1159	TREASURER	101-HIGHLAND HILLS HVS	APRIL 24	05/15/2024	576.00
101-000-202.001	BUILDING BONDS PAYABLES				
4858	CLARK, CHRISTOPHER	101-ESCROW/BUILDING	B24-00042	05/17/2024	125.00
4852	DUMSA CONSTRUCTION	101-ESCROW/BUILDING	B23-00336	05/13/2024	500.00
4847	ELKWOOD HOMES INC	101-ESCROW/BUILDING	B23-00051	05/13/2024	2,600.00
4847	ELKWOOD HOMES INC	101-REFUSE FEE	B23-00051	05/13/2024	105.00-
4767	ELLEMBEE INC	101-ESROW/BUILDING	B23-00417	05/13/2024	125.00
1498	HIGHLAND TOWNSHIP	101-REINSPECTION FEE	B22-00347	05/17/2024	120.00
1498	HIGHLAND TOWNSHIP	101-REINSPECTION FEE	B24-00045	05/17/2024	60.00
1498	HIGHLAND TOWNSHIP	101-REINSPECTION FEE	B24-00045	05/17/2024	60.00
1498	HIGHLAND TOWNSHIP	101-REINSPECTION FEE	B24-00084	05/17/2024	60.00
1498	HIGHLAND TOWNSHIP	101-REINSPECTION FEE	B24-00116	05/13/2024	60.00
1708	HIGHLAND TWP. SOLID WASTE FUND	101-REFUSE FEE	B23-00051	05/13/2024	105.00
4859	KINGSTAD, KIM	101-ESCROW/BUILDING	B24-00147	05/20/2024	250.00
4577	LANDTEK DESIGN BUILD	101-ESCROW/BUILDING	B23-00210	05/17/2024	500.00
7643	MARK SWIASTYN	101-ESCROW/BUILDING	B24-00084	05/17/2024	250.00
7643	MARK SWIASTYN	101-REINSPECTION FEE	B24-00084	05/17/2024	60.00-
4854	MCKAY TRUSTEE, KEVIN	101-ESCROW/BUILDING	B24-00045	05/17/2024	500.00
4854	MCKAY TRUSTEE, KEVIN	101-REINSPECTION FEE	B24-00045	05/17/2024	60.00-
4854	MCKAY TRUSTEE, KEVIN	101-REINSPECTION FEE	B24-00045	05/17/2024	60.00-
3073	MILES BRADLEY BUILDING	101-ESCROW/BUILDING	B23-00432	05/17/2024	500.00
3117	MOBILE & MODULAR HOMES INC.	101-ESCROW/BUILDING	B22-00693	05/13/2024	250.00
3117	MOBILE & MODULAR HOMES INC.	101-ESCROW/BUILDING	B23-00441	05/20/2024	250.00
3117	MOBILE & MODULAR HOMES INC.	101-ESCROW/BUILDING	B23-00448	05/17/2024	250.00
3117	MOBILE & MODULAR HOMES INC.	101-ESCROW/BUILDING	B23-00471	05/20/2024	250.00
3117	MOBILE & MODULAR HOMES INC.	101-ESCROW/BUILDING	B24-00046	05/13/2024	250.00
3117	MOBILE & MODULAR HOMES INC.	101-ESCROW/BUILDING	B24-00047	05/13/2024	250.00
3117	MOBILE & MODULAR HOMES INC.	101-ESCROW/BUILDING	B24-00048	05/17/2024	250.00
3117	MOBILE & MODULAR HOMES INC.	101-ESCROW/BUILDING	B24-00049	05/13/2024	250.00
3117	MOBILE & MODULAR HOMES INC.	101-ESCROW/BUILDING	B24-00050	05/13/2024	250.00
3117	MOBILE & MODULAR HOMES INC.	101-ESCROW/BUILDING	B24-00074	05/13/2024	250.00
4850	OAKLAND ALL WEATHER CONSTRUCTION	101-ESCROW/BUILDING	B23-00445	05/13/2024	500.00

Page: 2

	Report dates: 5/30/2024				Page: 2 lay 23, 2024 01:47PM
Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
6582	OLAX INC.	101-ESCROW/BUILDING	B24-00116	05/13/2024	250.00
6582	OLAX INC.	101-REINSPECTION FEE	B24-00116	05/13/2024	60.00-
4849	PERMIT SOLUTIONS	101-ESCROW/BUILDING	B24-00043	05/13/2024	1,000.00
4846	PUSTA, CALIN	101-ESCROW/BUILDING	Bdemo24-00002	05/13/2024	500.00
5821	RENOVATIONS ROOFING & REMODEL.	101-ESCROW/BUILDING	B24-00123	05/17/2024	250.00
5821	RENOVATIONS ROOFING & REMODEL.	101-ESCROW/BUILDING	B24-00145	05/17/2024	125.00
6358	ROOF ONE LLC	101-ESCROW/BUILDING	B24-00105	05/17/2024	250.00
6312	ROOF RITE INC	101-ESCROW/BUILDING	B24-00095	05/13/2024	250.00
6312	ROOF RITE INC	101-ESCROW/BUILDING	B24-00171	05/17/2024	250.00
4860	SAWYER, CYNTHIA	101-ESCROW/BUILDING	B24-00140	05/20/2024	125.00
4851	SESTI, THOMAS	101-ESCROW/BUILDING	B24-00103	05/13/2024	125.00
7749	SMOLYANOV HOME INPROVEMENT	101-ESCROW/BUILDING	B24-00178	05/17/2024	125.00
4848	STOUT, MICHAEL	101-ESCROW/BUILDING	B24-00090	05/13/2024	125.00
	SUN COMMUNITIES	101-ESCROW/BUILDING	B22-00347	05/17/2024	3,000.00
4855	SUN COMMUNITIES	101-REINSPECTION FEE	B22-00347	05/17/2024	120.00-
	YOUNG, JEFFREY	101-ESCROW/BUILDING	B24-00142	05/17/2024	125.00
	OAKLAND CO. ANIMAL CONTROL				
	CHARTER TOWNSHIP OF HIGHLAND	101-DOG LICENSE	05202024	05/20/2024	114.00
	OAKLAND CO. ANIMAL CONTROL/PET ADOPTION	101-DOG LICENSE	05202024	05/20/2024	994.00
101-000-231.002		101 BOO LIGEROL	00202021	00/20/2021	001.00
	STATE OF MICHIGAN	101-STATE W/H 38-6026891 SUW MONTHLY/QUARTERLY	MAY 2024	05/21/2024	9,415.66
Total :					28,896.16
ACCOUNTING					
	CHASE CARDMEMBER SERVICE	101-MGFOA CLASSES-ORLANDO	4/09/24-05/08/24	04/09/2024	240.00
Total ACC	OUNTING:				240.00
CLERK					
101-215-730.000	CLERK: ELECTION EXPENSES SUPPL				
2596	FIVE STAR ACE	101-CLEANER	31240	05/08/2024	5.99
101-215-820.000	CLERK: DUES/ED/TRAVEL				
1521	CHASE CARDMEMBER SERVICE	101-CLERKS CONF-FLOWERS/MECKLENBORG	4/09/24-05/08/24	04/09/2024	374.52
	CLERK: ELECT EXP TO BE REIMBUR				<del>-</del>
	CHASE CARDMEMBER SERVICE	101-LUNCH/SAMS CLUB SNACKS FOR WORKERS	4/09/24-05/08/24	04/09/2024	463.89
	CHURCH OF THE HOLY SPIRIT	101-ELECTION ROOM RENTAL	05212024	05/21/2024	100.00
	KOPACKI, KRIS	101-MOVE ELECTION EQUIPMENT	2028	05/22/2024	1,275.00
	THRIVE CHURCH	101-ELECTION ROOM RENTAL	05212024	05/21/2024	100.00
3200		.55	00212021	30/2 1/2024	100.00

Page: 3

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
Total CLEF	RK:				2,319.40
TREASURER					
101-253-820.000	TREAS: DUES/ED/TRAVEL				
1521	CHASE CARDMEMBER SERVICE	101-HWLBA KUNCH-FREDERICK	4/09/24-05/08/24	04/09/2024	15.00
6143	GREEN, CHANTELLE M.	101-MILEAGE/LUNCH ADV INSTITUTE REIMB	05152024	05/15/2024	149.23
Total TREA	ASURER:				164.23
ASSESSOR					
101-257-820.000	ASSESSING: DUES/ED/TRAVEL				
4759	KRIMMEL, ELAINE	101-REIMBUREMENT FOR ASSESSING CLASS	05142024	05/14/2024	21.98
Total ASSE	ESSOR:				21.98
GENERAL GOV	ERNMENT				
101-261-728.000	GEN GOV: OFFICE SUPPLIES				
1002	QUILL CORPORATION	101-1 YEAR SUBSCRIPTION	38717791	05/17/2024	69.99
2541	STAPLES	101-HOLE PUNCH/RUBBER BANDS/CALCULATOR/SCISS	6001744801	04/27/2024	173.71
101-261-735.000	GEN GOV: POSTAGE				
1035	PITNEY BOWES GLOBAL FINANCIAL	101-MAILING SYS. QTRLY FEE ACCT#0011920249	3319096907	05/11/2024	402.09
101-261-804.000	GEN GOV: LEGAL SERVICES				
1114	ROSATI SCHULTZ JOPPICH ET AL	101-ORDINANCE	1081402	05/09/2024	15.50
1114	ROSATI SCHULTZ JOPPICH ET AL	101-TOWNSHIP MATTER	1081402	05/09/2024	186.00
1114	ROSATI SCHULTZ JOPPICH ET AL	101-CELL TOWER	1081402	05/09/2024	31.00
1114	ROSATI SCHULTZ JOPPICH ET AL	101-SIX RIVERS	1081402	05/09/2024	217.00
1114	ROSATI SCHULTZ JOPPICH ET AL	101-SOUTH BAY SHORES	1081402	05/09/2024	31.00
1114	ROSATI SCHULTZ JOPPICH ET AL	101-MEETING ATTENDANCE	1081402	05/09/2024	403.00
1114	ROSATI SCHULTZ JOPPICH ET AL	101-SOUTH BAY SHORES	1081402	05/09/2024	31.00
1114	ROSATI SCHULTZ JOPPICH ET AL	101-GATEWAY PARK	1081402	05/09/2024	124.00
101-261-821.000	GEN GOV: MEMBER FEES				
1521	CHASE CARDMEMBER SERVICE	101-OAK PRESS	4/09/24-05/08/24	04/09/2024	26.00
1754	MTA	101-MTA ANNUAL DUES 7/1/2024-6/30/2025	05232024	05/23/2024	8,540.75
101-261-850.001	GEN GOV: PHONE SERVICE				
9027	AT&T MOBILITY	101-ORDINANCE CELL PHONE	287287294406X051	05/06/2024	23.68
9027	AT&T MOBILITY	101-TWP CELL PHONE	287287294406X051	05/06/2024	47.07
9090	NET EXPRESS VOIP	101-PHONE SERVICE-TWP	429240523	05/23/2024	219.90
2652	T-MOBILE	101-CELL PHONE-TOWNSHIP	05162024 28344	05/16/2024	52.89
101-261-900.001	GEN GOV: ADVERTISING				
2375	OBSERVER & ECCENTRIC NEWSPAPER	101-NOXIOUS WEEDS	0006411803	05/01/2024	58.56

Page: 4

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
	OBSERVER & ECCENTRIC NEWSPAPER GEN GOV: UTILITIES	101-SYNOPSIS-TWP BOARD	0006411803	05/01/2024	58.56
	COMCAST	101 2550 DUCK LK DD 0210657	06022024 0240657	05/04/2024	92.95
	DTE ENERGY	101-3550 DUCK LK RD 0310657 101-935 S. HICKORY RDG TRL 910008266330	06032024 0310657 05152024 66330	05/01/2024 05/16/2024	92.95 17.65
	DTE ENERGY	101-469 E. HIGHLAND RD 910008266959	05152024 66959	05/16/2024	17.66
	DTE ENERGY	101-250 W LIVINGSTON RD-WOTA 910008267072	05152024 67072	05/16/2024	443.51
	DTE ENERGY	101-501 N. MILFORD RD TRAIN ST 910008267460	05152024 67460	05/16/2024	17.63
	DTE ENERGY	101-205 N JOHN ST 910008280059	05152024 80059	05/16/2024	771.63
	DTE ENERGY	101-248 W. LIVINGSTON-DDA 910008280661	05152024 80661	05/16/2024	17.63
	DTE ENERGY	101-248 W. LIVINGSTON-DDA 910008280001 101-401 BEACH FARM LIBRARY 910008280786	05152024 80786	05/16/2024	81.71
	DTE ENERGY	101-100 N. MILFORD RD 910008280885	05152024 80885	05/16/2024	53.51
	DTE ENERGY	101-3570 N DUCK LK RD 910008267205	05162024 67205	05/17/2024	31.35
	GEN GOV: TOWNSHIP MAINTENANCE	101-3370 N DOOK EK ND 310000207203	03102024 07203	03/11/2024	31.33
	BRIEN'S SERVICES INC.	101-LANDSCAPING-MEDIAN	48514	05/16/2024	876.00
	CHASE CARDMEMBER SERVICE	101-OIL	4/09/24-05/08/24	04/09/2024	118.66
	FIVE STAR ACE	101-STRIPING PAINT	31304	05/21/2024	131.88
	GILL-ROY'S HARDWARE	101-PLUMBING	2404-842062	04/09/2024	5.98
	MWG LAWN AND SNOW LLC	101-LAWN MOWING-APRIL	11073	05/06/2024	2,546.00
	ON TIME PORTABLES LLC	101-FOUNDERS DAY	2307	05/00/2024	800.00
	ON TIME PORTABLES LLC	101-CHILL AT THE MILL	2324	05/06/2024	125.00
	TOP NOTCH CLEANING SERVICES	101-OFFICE CLEANING-TWP	1023	05/22/2024	2,340.00
	GEN GOV: VEHICLE OP MAINT	101-01110E OLEMNING-TWI	1020	00/22/2024	2,040.00
	HIGHLAND WASH MANAGEMENT LLC	101-FORSTERS AUTO WASHES-TWP VEHICLES	2106	04/30/2024	8.00
	GEN GOV: EQ/SW MAINT CONTRACT	101-1 Charena no Wadned-1WI Vernolla	2100	04/30/2024	0.00
	AMERI-ALARM	101-FIRE ALARM MONITORING	078592	05/01/2024	75.00
	CHASE CARDMEMBER SERVICE	101-ADOBE/ZOOM/MICROSOFT	4/09/24-05/08/24	04/09/2024	98.38
	GEN GOV: MISCELLANEOUS	101-ADOBE/200W/WIIOROGOI 1	4/03/24-03/00/24	04/03/2024	30.30
	DISPLAYSALES	101-HIGHLAND TWP FLAGS	INV3002	05/08/2024	834.00
	GEN GOV: COMPUTER SOFTWARE	TOT THOME WAS TWITE AGO	11440002	00/00/2024	004.00
	BS&A SOFTWARE	101-BUILDING DEPT SETUP AND TRAINING	154393	05/06/2024	825.00
1521	CHASE CARDMEMBER SERVICE	101-MAILCHIMP/CANVA	4/09/24-05/08/24	04/09/2024	100.49
1021	OT INCLE OF INDIVIDUAL COLINATOR	101 WALESTHINI 707 WWY	4/00/24 00/00/24	04/00/2024	
Total GENI	ERAL GOVERNMENT:				21,141.32
	ERNMENT PERSONNEL B				
	GGP: DEFINED CONTRIBUTION PLAN				
	LINCOLN FINANCIAL GROUP	101-DEFINED CONTRIB- BURKHART W41875030	2ND QTR 2024	05/13/2024	42.59
	GGP:HEALTH/DENTAL/LIFE/DIS INS				
	BLUE CARE NETWORK OF MICHIGAN	101-BCN GROUP 00138219 CLASS 0001 IN-HOUSE	241280084901	05/07/2024	1,337.91
	BLUE CARE NETWORK OF MICHIGAN	101-BCN GROUP 00138219 CLASS 0001 TWP	241280084901	05/07/2024	7,074.63
9135	BLUE CARE NETWORK OF MICHIGAN	101-BCN GROUP 00138219 CLASS 0001 ORDINANCE	241280084901	05/07/2024	363.70

Page: 5

		·			
Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
9135	BLUE CARE NETWORK OF MICHIGAN	101-BCN GROUP 00138219 CLASS 0001 ACT. CTR.	241280084901	05/07/2024	566.88
9135	BLUE CARE NETWORK OF MICHIGAN	101-BCN GROUP 00138219 CLASS 0001 TWP	241280084901	05/07/2024	1,542.83
Total GEN	ERAL GOVERNMENT PERSONNEL B:				10,928.54
BUILDING					
101-371-801.000	BLDG: INSP/ELEC/PLUMB/HTG				
9261	DUNCAN LLC, JEFFREY	101-INSPECTIONS	4/30/24-5/21/24	05/21/2024	1,522.35
8149	WATKINS III, MITCHELL	101-INSPECTIONS	4/30/24-5/21/24	05/21/2024	3,024.97
Total BUIL	DING:				4,547.32
CEMETERY					
101-567-935.001	CEMETERY: MAINTENANCE				
1325	VFW POST 9914	101-FLAG PURCHASE REIMBURSEMENT	60401425	04/11/2024	1,569.95
Total CEM	ETERY:				1,569.95
ACTIVITY CENT	ER				
101-672-728.000	ACTIVITY CTR: OFFICE SUPPLIES				
2541	STAPLES	101-PAPER	6001744802	04/27/2024	219.22
101-672-729.000	ACTIVITY CTR: OPER. SUPPLIES				
9208	HIGHLAND SUPPLY INC.	101-PAPER TOWEL/PLATES/LINERS/CLAMSHELLS-ACT C	INV64971	05/06/2024	215.03
101-672-850.000	ACTIVITY CTR: PHONE SERVICE				
9090	NET EXPRESS VOIP	101-PHONE SERVICE-ACT CTR	429240523	05/23/2024	52.89
2652	T-MOBILE	101-CELL PHONE-ACT. CTR.	05162024 28344	05/16/2024	19.42
101-672-850.001	ACTIVITY CTR: INTERNET SERVICE				
1521	CHASE CARDMEMBER SERVICE	101-COMCAST	4/09/24-05/08/24	04/09/2024	107.98
101-672-920.000	ACTIVITY CTR: UTILITIES				
1005	DTE ENERGY	101- 209 N JOHN ACT CTR 910008266702	05092024 66702	05/10/2024	483.59
101-672-920.002	STEEPLE HALL: UTILITIES				
1005	DTE ENERGY	101-205 W. LIVINGSTON RD-STEEPLE HALL 91000828013	05152024 80133	05/16/2024	209.32
101-672-936.000	ACTIVITY CTR: BUILDING MAINT				
1021	GILL-ROY'S HARDWARE	101-CLEANING SUPPLIES-ACT CTR	2405-704818	05/20/2024	52.50
1581	MR. MAT RENTAL SERVICE	101-MONTHLY CHG - ACTIVITY CENTER	2362223	04/29/2024	34.00
101-672-936.002	STEEPLE HALL: BUILDING MAINT				
2262	BRIEN'S SERVICES INC.	101-LANDSCAPING-STEEPLE HALL	48515	05/16/2024	2,026.50
2173	DIEDRICH PAINTING	101-PAINTING INTERIOR-STEEPLE HALL	2405	05/06/2024	2,196.00
1157	TOP NOTCH CLEANING SERVICES	101-ANNEX OFFICE CLEANING	1025	05/22/2024	900.00
	ACTIVITY CTR: OFF. EQUIP MAINT		-		
	CHASE CARDMEMBER SERVICE	101-ZOOM	4/09/24-05/08/24	04/09/2024	16.95

Page: 6 May 23, 2024 01:47PM

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
Total ACTIVITY CENTE	R:				6,533.40
ONING BOARD OF APPEA	LS (ZBA)				
01-702-900.000 ZBA: ADVE	RTISING				
2375 OBSERVER	R & ECCENTRIC NEWSPAPER	101-LEGAL ADVERTISEMENT-ZBA	0006411803	05/01/2024	146.40
2375 OBSERVER	R & ECCENTRIC NEWSPAPER	101-LEGAL ADVERTISEMENT-ZBA	0006411803	05/01/2024	146.40
Total ZONING BOARD	OF APPEALS (ZBA):				292.80
ARKS					
01-751-729.002 PARKS: HIG	CKORY RIDGE				
1521 CHASE CAI	RDMEMBER SERVICE	101-PLUMBING	4/09/24-05/08/24	04/09/2024	95.00
01-751-729.003 PARKS: DU	ICK LAKE PINES				
1521 CHASE CAI	RDMEMBER SERVICE	101-PLUMBING	4/09/24-05/08/24	04/09/2024	319.49
1005 DTE ENERG	GY	101-1241 N. DUCK LAKE RD-PARKS 910008267940	05152024 67940	05/16/2024	120.10
1021 GILL-ROY'S	S HARDWARE	101-PLUMBING-DUCK LK	2404-850295	04/10/2024	8.99
1021 GILL-ROY'S	HARDWARE	101-PLUMBING	2404-883492	04/16/2024	106.34
1021 GILL-ROY'S	HARDWARE	101-PLUMBING	2404-960060	04/29/2024	26.15
8500 ON TIME PO	ORTABLES LLC	101-DUCK LAKE PINES PARK HANDICAP	2324	05/06/2024	175.00
8500 ON TIME PO	ORTABLES LLC	101-DUCK LAKE PINES PARKS EXTRA PICKUPS	2324	05/06/2024	100.00
01-751-920.000 PARKS: UT	ILITIES				
1005 DTE ENERG		101-333 N. MILFORD RD 910008267551	05152024 67551	05/16/2024	79.53
1005 DTE ENERG		101-3800 N. HICKORY RDG-PARK-910008266587	05162024 66587	05/17/2024	28.34
1005 DTE ENERG		101-4200 N. HICK RDG-PARK-910008266835	05162024 66835	05/17/2024	17.63
01-751-935.000 PARKS: MA		101 1200 H. HIGH H.B & 174 41 0 10000200000	0010202100000	00/11/2021	17.00
4630 MWG LAWN		101-LAWN MOWING PARKS-APRIL	11073	05/06/2024	1,254.00
8500 ON TIME PO		101-HICKORY RIDGE RENTAL	2324	05/06/2024	125.00
Total PARKS:					2,455.57
Total GENERAL FUND:					79,110.67
IRE FUND					
06-000-627.000 RENTAL IN	SPECTIONS				
4844 BROOKE, E	ELIZABETH	206-RENTAL INSPECTION REFUND	05082024	05/08/2024	150.00
Total :					150.00

CHARTER TOWNSHIP OF HIGHLAND

#### Payment Approval Report - by GL Account Remittance by Check Report dates: 5/30/2024-5/30/2024

Page: 7

May 23, 2024 01:47PM

Vendor Name Description Invoice Number Invoice Date Invoice Amount **FIRE** 206-336-712.001 FIRE:HEALTH/DENTAL/LIFE/DISINS 9135 BLUE CARE NETWORK OF MICHIGAN 206-BCN GROUP 00138219 CLASS 0001 FIRE-GARRITY F 241280066505 05/07/2024 358.10 9135 BLUE CARE NETWORK OF MICHIGAN 206-BCN GROUP 00138219 CLASS 0001 FIRE 241280084901 05/07/2024 8,523.59 206-336-727.000 FIRE: SUPPLIES 2596 FIVE STAR ACE 206-STN 2 BASEMENT 31254 05/13/2024 53.97 9262 MUNICIPAL EMERGENCY SERVICES INC 206-5" LDH 25' IN1933156 09/13/2023 400.00 9262 MUNICIPAL EMERGENCY SERVICES INC 206-5" LDH 50' IN1933156 09/13/2023 555.00 9262 MUNICIPAL EMERGENCY SERVICES INC 206-SHIPPING IN1933156 09/13/2023 93.47 1642 PETER'S TRUE VALUE HARDWARE 206-E2 TOOLS 72209 05/04/2024 151.89 1642 PETER'S TRUE VALUE HARDWARE 206- STATION SUPPLIES (HOSE BAY FLOOR) K72194 05/02/2024 164.46 1642 PETER'S TRUE VALUE HARDWARE 206- STATION SUPPLIES K72195 05/02/2024 9.49 1642 PETER'S TRUE VALUE HARDWARE 206- STATION SUPPLIES K72296 05/10/2024 2.44 1642 PETER'S TRUE VALUE HARDWARE 206- STATION SUPPLIES K87492 05/04/2024 4.99 206-336-731.000 FIRE: MEDICAL SUPPLIES 8253 AMAZON CAPITAL SERVICES 206-IPAD SCREEN PROTECTOR/CASE 114-4346153-91962 04/29/2024 26.69 8253 AMAZON CAPITAL SERVICES 206-IPAD CASES 114-8081740-15514 04/29/2024 45.84 2039 BOUND TREE MEDICAL LLC 206-EMS SUPPLIES 85328980 04/29/2024 169.68 2039 BOUND TREE MEDICAL LLC 206-EMS SUPPLIES 85337291 05/06/2024 20.00 2039 BOUND TREE MEDICAL LLC 206-EMS SUPPLIES 85339300 05/07/2024 272.79 2039 BOUND TREE MEDICAL LLC 206-EMS SUPPLIES 85349979 05/16/2024 9.44 2039 BOUND TREE MEDICAL LLC 206-EMS SUPPLIES 85351350 05/17/2024 217.75 2039 BOUND TREE MEDICAL LLC 206-EMS SUPPLIES 85352652 05/20/2024 54.98 6212 DISCOUNT BATTERY 206-AED BATTERIES 60407 04/30/2024 40.00 206-336-732.000 FIRE: UNIFORMS 8253 AMAZON CAPITAL SERVICES 206-UNIFORMS BECKER BOOTS 114-8072069-12906 04/26/2024 385.00 9276 HURON VALLEY GUNS LLC 206-UNIFORM - YOUNG 001360-0 05/08/2024 82.50 9276 HURON VALLEY GUNS LLC 206-BOOTS-MORENO 207868 05/09/2024 219.99 9276 HURON VALLEY GUNS LLC 206-UNIFORM - MORENO 207913 05/10/2024 69.99 206-336-806.001 FIRE: COMPUTERS/SOFTWARE 1521 CHASE CARDMEMBER SERVICE 206-GOOGLE SUITES 4/09/24-05/08/24 04/09/2024 799.20 2021 GRACON SERVICES INC. 206-MS-EXCHANGE ONLINE PLAN 1 FOR GCC 142.32 15780 05/09/2024 2021 GRACON SERVICES INC. 206-MICROSOFT-OFFICE365-GCC-G3 ANNUAL 15781 05/09/2024 1.172.55 2021 GRACON SERVICES INC. 206-MICROSOFT-0365-GCC-F3-1Y 15782 05/09/2024 711.60 206-336-820.000 FIRE: DUES & EDUCATION 1521 CHASE CARDMEMBER SERVICE 206-REFUND GREAT LAKES CLASS 4/09/24-05/08/24 04/09/2024 400.00-206-336-851.000 FIRE: RADIO COMMUNICATIONS 2490 FRONTIFR 206-DISPATCH LINE 616-001-6196 05192024 011603-5 05/20/2024 78 00 206-336-920.000 FIRE: PUBLIC UTILITIES 9027 AT&T MOBILITY 206-FIRE DEPT CELL PHONES 287287294406X051 05/06/2024 89.91 9027 AT&T MOBILITY 206-FIRE MARSHAL CELL PHONE 287287294406X051 05/06/2024 23.68

Page: 8

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
9027	AT&T MOBILITY	206-IPADS	287287294406X051	05/06/2024	317.92
	AT&T MOBILITY	206-NEW IPADS	287287294406X051	05/06/2024	1,210.00
2216	COMCAST	206-1600 W HIGHLAND FS #1 0160011	06152024 0160011	05/12/2024	164.90
	COMCAST	206-510 CLYDE 0115262	07022024 0115262	05/20/2024	56.15
	DTE ENERGY	206-2550 E WARDLOW FS2 06488	05022024 06488	05/06/2024	916.11
1005	DTE ENERGY	206-ST#3 510 CLYDE RD 910008266207	05142024 66207	05/15/2024	118.97
9090	NET EXPRESS VOIP	206-VOIP MONTHLY	1605240523	05/23/2024	110.61
	FIRE: VEHICLE REPAIR				
8253	AMAZON CAPITAL SERVICES	206-USBC OUTLETS	114-7338567-02330	04/29/2024	45.83
1103	AUTO VALUE HIGHLAND	206-2014 FORD F-250 (U-1) BATTERY	272-1074622	05/08/2024	176.99
4584	BRIAN'S YELLOW ENGINE SHOP INC	206-2019 PIERCE (E11) DOT	11420	05/10/2024	886.10
1521	CHASE CARDMEMBER SERVICE	206-TIRES/LIGHTS	4/09/24-05/08/24	04/09/2024	2,919.09
7326	HAROLD'S FRAME SHOP INC.	206-2014 FORD F-450 (R213)	107451	05/01/2024	499.30
9228	NAPA AUTO PARTS	206-MISC VEHICLE	140660	04/29/2024	21.16
9228	NAPA AUTO PARTS	206-2019 FORD (R212) WIPERS	141364	05/17/2024	23.52
9092	PEARCE, GREGORY	206-2014 F-450 (R213)	05052024	05/05/2024	70.66
206-336-936.000	FIRE: BLDG MAINT/REPAIR				
2596	FIVE STAR ACE	206-STATION REPAIR	31298	05/20/2024	23.11
4435	RAPID FIRE PROTECTION	206-FS1 KITCHEN HOOD INSPECTION	12471348	01/31/2024	170.00
206-336-937.000	FIRE: EQUIP MAINT				
2078	PREMIER SAFETY	206-SCBA REPAIR	04246930	05/20/2024	161.00
2078	PREMIER SAFETY	206-SCBA REPAIR	04246931	05/20/2024	695.00
2287	UPS STORE - 2655, THE	206-UPS SHIPPING	04302024	04/30/2024	17.26
	FIRE: MISC EXPENSE				
1521	CHASE CARDMEMBER SERVICE	206-FOOD	4/09/24-05/08/24	04/09/2024	104.80
Total FIRE	:				23,257.79
Total FIRE	FUND:				23,407.79
POLICE FUND					
207-000-677.000	MISCELLANEOUS				
4000	CHARTER TOWNSHIP OF HIGHLAND	207-LCC DECOY COMPLIANCE-HURON VALLEY COALITI	05062024	05/06/2024	700.00
Total :					700.00
POLICE					
207-301-920.000	POLICE: UTILITIES				
1005	DTE ENERGY	207-165 N. JOHN ST-POLICE 910008266454	05152024 66454	05/16/2024	425.22

Page: 9 May 23, 2024 01:47PM

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
207-301-935.000	POLICE: SHERIFF'S MAINT	1	-		
1839	ABSOPURE WATER CO.	207-COOLER	30710634	04/30/2024	4.00
1839	ABSOPURE WATER CO.	207-5 GALLON WATER	89256920	04/16/2024	29.10
2541	STAPLES	207-CHAIR MAT	6002300487	05/11/2024	47.70
1157	TOP NOTCH CLEANING SERVICES	207-MONTHLY CHG - MAY	1024	05/22/2024	720.00
Total POLI	CE:				1,226.02
Total POLI	CE FUND:				1,926.02
REFUSE FUND					
REFUSE 227-526-967.000	REFUSE: COMM SERVICE PROJ				
1013	ABC PRINTING INC	227-HAZARDOUS WASTE MAILER	10543	05/13/2024	2,825.10
	ALLEGRA PRINT & IMAG HIGHLAND	227-HAZARDOUS WASTE SIGNS	76830	05/16/2024	129.60
Total REF	JSE:				2,954.70
Total REF	JSE FUND:				2,954.70
CAPITAL IMPRO	OVEMENT FUND				
GENERAL GOV	ERNMENT				
101-261-971.001	TOWNSHIP IMPROVEMENTS				
2419	ROCK BOTTOM STONE SUPPLY	401-TOWNSHIP HALL LANDSCAPE	120539	05/07/2024	150.00
2419	ROCK BOTTOM STONE SUPPLY	401-TOWNSHIP HALL LANDSCAPE	120846	05/10/2024	140.00
2419	ROCK BOTTOM STONE SUPPLY	401-TOWNSHIP HALL LANDSCAPE	120863	05/10/2024	70.00
2419	ROCK BOTTOM STONE SUPPLY	401-TOWNSHIP HALL LANDSCAPE	120868	05/10/2024	28.00
Total GEN	ERAL GOVERNMENT:				388.00
ANNEX					
401-523-971.000	STEEPLE HALL IMPROVEMENTS				
	FIVE STAR ACE	401-PAINT-STEEPLE HALL PARKING	31275	05/16/2024	43.96
	ROCK BOTTOM STONE SUPPLY	401-PARKING LOT-STEEPLE HALL	120596	05/07/2024	1,393.02
	ROCK BOTTOM STONE SUPPLY	401-PARKING LOT-STEEPLE HALL	120598	05/07/2024	265.00
2419	ROCK BOTTOM STONE SUPPLY	401-PARKING LOT-STEEPLE HALL	120728	05/09/2024	360.00

Page: 10

May 23, 2024 01:47PM

Invoice Date Invoice Amount Vendor Name Description Invoice Number 401-751-971.001 DUCK LAKE PARK IMPROVEMENT 1288 IVERSON'S LUMBER COMPANY 401-DUCK LAKE IMPROVEMENT 2405-230434 05/09/2024 419.18 Total PARKS: 419.18 Total CAPITAL IMPROVEMENT FUND: 2.869.16 DOWNTOWN DEVELOPMENT FUND DOWNTOWN DEVELOPMENT AUTHORITY 494-729-728.000 DDA: OFFICE SUPPLIES 1521 CHASE CARDMEMBER SERVICE 494-PAPER/SCISSORS/MAIL/ZOOM 4/09/24-05/08/24 04/09/2024 80.49 1521 CHASE CARDMEMBER SERVICE 494-PRIME REFUND 4/09/24-05/08/24 04/09/2024 132.61-494-729-820.000 DDA: DUES/ED/TRAVEL 9249 BLASCYK, CASSIE R. 494-REIMBURSE FOR MILEAGE TO AIRPORT 05102024 05/10/2024 56.54 1521 CHASE CARDMEMBER SERVICE 494-UBER TRIPS/HOTEL/AIRFARE/MEALS BHAM ALABAM 4/09/24-05/08/24 04/09/2024 2.948.82 494-729-880.001 DDA: PROMOTIONS 4861 21 HANDS LLC 494-DIA INSIDE/OUT-DEPOSIT 2024-01 05/22/2024 725.00 4861 21 HANDS LLC 494-DIA INSIDE/OUT-BALANCE 2024-01B 05/22/2024 725.00 1521 CHASE CARDMEMBER SERVICE 494-CANOPY 4/09/24-05/08/24 04/09/2024 54.17 3152 KOPACKI, KRIS 494-ASSEMBLE/INSTALL FOUNDERS SIGNS 2025 05/22/2024 200.00 3152 KOPACKI, KRIS 494-ASSEMBLE/INSTALL FOUNDERS SIGNS 2027 05/22/2024 210.00 3152 KOPACKI, KRIS 494-VARIOUS FOUNDERS DAY DUTIES 2030 05/22/2024 550.00 9106 MILFORD FOOD MARKET LLC 494-FLOWERS 0515242 05/15/2024 125.00 4862 ROGER, MICHELE 494-DIA INSIDE/OUT ENTERTAINMENT 6132024 05/23/2024 375.00 494-729-880,002 DDA: ECONOMIC RESTRUCTURING 1521 CHASE CARDMEMBER SERVICE 115.00 **494-TOTES** 4/09/24-05/08/24 04/09/2024 494-729-880.003 DDA: DESIGN 3152 KOPACKI, KRIS 494-ASSEMBLE/DELIVER CHAIRS 2026 05/22/2024 185.00 3152 KOPACKI, KRIS 494-PICK UP/DELIVER FLOWERS 2029 05/22/2024 75.00 9106 MILFORD FOOD MARKET LLC 494-DESIGN COMMITTEE/DOWNTOWN GARDENS 05152024 05/15/2024 975.00 494-729-880.004 DDA: ORGANIZATION 1521 CHASE CARDMEMBER SERVICE 494-VOLUNTEER GIFT CARD 4/09/24-05/08/24 04/09/2024 50.00 494-729-900.000 DDA: ADVERTISING/PRINTING 1521 CHASE CARDMEMBER SERVICE 494-CONSTANT CONTACT 4/09/24-05/08/24 04/09/2024 52.00 494-729-920.000 DDA: RENT/ UTILITIES 1521 CHASE CARDMEMBER SERVICE 494-RENT/STORAGE 4/09/24-05/08/24 04/09/2024 214.92 9090 NET EXPRESS VOIP 494-PHONE SERVICE DDA 429240523 05/23/2024 5.57 Total DOWNTOWN DEVELOPMENT AUTHORITY: 7,589.90

CHARTER TOWNSHIP OF HIGHLAND

**TRUST & AGENCY ADMIN** 

# Payment Approval Report - by GL Account Remittance by Check

Page: 11 Report dates: 5/30/2024-5/30/2024 May 23, 2024 01:47PM Description Invoice Number Invoice Date Invoice Amount

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
Total DOWNTOWN DEVI	ELOPMENT FUND:				7,589.90
HIGHLAND ADVISORY COUN	CIL				
GENERAL GOVERNMENT	IOTIONIO				
702-261-729.000 HAAC: DEDU		700 FOOD OFDALD FODD LIDDADY	4/00/04 05/00/04	0.4/00/0004	05.00
	DMEMBER SERVICE DMEMBER SERVICE	702-FOOD GERALD FORD LIBRARY 702-FOOD CRANBROOK TRIP	4/09/24-05/08/24	04/09/2024	35.38 17.49
1410 GORDON FO		702-FOOD CRAINBROOK TRIP  702-SILVERWARE/CUPS/CREAMER/FILTERS/SALT	4/09/24-05/08/24 758220861	04/09/2024 05/10/2024	17.49
8313 TRAVELING		702-EXERCISE CLASS	1120	05/20/2024	1,280.00
Total GENERAL GOVER	NMENT:				1,484.54
Total HIGHLAND ADVISO	DRY COUNCIL:				1,484.54
DUCK LAKE ASSOC					
TRUST & AGENCY ADMIN					
764-255-956.000 DUCK LAKE	: DEDUCTIONS				
1005 DTE ENERG		764-3378 KINGSWAY DR 9200093 91144	05152024 91144	05/16/2024	511.74
1005 DTE ENERG		764-2014 JACKSON BLVD IRRIGATION 920009307439	05162024 07439	05/17/2024	532.83
1005 DTE ENERG		764- 3261 RAMADA DR IRRIGATION 920009313643	05162024 13643	05/17/2024	881.88
1005 DTE ENERG		764-2165 DAVISTA DR IRRIGATION 920009313650	05162024 13650	05/17/2024	936.66
1005 DTE ENERG		764-2000 LAKE CT IRRIGATION 920009313668	05162024 13668	05/17/2024	1,228.92
1005 DTE ENERG		764-1425 BAY RDG IRRIGATION 920009143164	05162024 43164	05/17/2024	1,008.55
1005 DTE ENERG	Y	764-1590 WHITE LK RD IRRIGATION 9200 111 75436	05162024 75436	05/17/2024	134.39
Total TRUST & AGENCY	ADMIN:				5,234.97
Total DUCK LAKE ASSO	C:				5,234.97
HIGHLAND LAKE ASSOC					
TRUST & AGENCY ADMIN					
765-255-956.000 HIGHLAND L	AKE: DEDUCTIONS				
1005 DTE ENERG	Y	765-2950 PALLISTER 910008267338	05142024 67338	05/15/2024	27.02
Total TRUST & AGENCY	ADMIN:				27.02
Total HIGHLAND LAKE A	SSOC:				27.02
TAGGETT LAKE ASSOC					

Page: 12

May 23, 2024 01:47PM

Vendor Name Description Invoice Number Invoice Date Invoice Amount 766-255-956.000 TAGGETT LAKE: DEDUCTIONS 1081 AQUA-WEED CONTROL INC. 766-TAGGETT LAKE WEED & ALGAE TREATMENT 21118 05/13/2024 7.582.50 1005 DTE ENERGY 766-4061 TAGGETT LAKE 910008280281 05/15/2024 05142024 80281 11.11 Total TRUST & AGENCY ADMIN: 7,593.61 Total TAGGETT LAKE ASSOC: 7.593.61 **KELLOGG LAKE ASSOC TRUST & AGENCY ADMIN** 767-255-956,000 KELLOGG LAKE: DEDUCTIONS 1005 DTE ENERGY 767-KELLOGG/4061 TAGGETT LAKE 910008280281 05142024 80281 05/15/2024 6.52 9023 PLM LAKE & LAND MANAGEMENT CORP 767-WEED & ALGAE TREATMENT-KELLOGG LAKE 4005458 05/09/2024 5.042.50 Total TRUST & AGENCY ADMIN: 5,049.02 Total KELLOGG LAKE ASSOC: 5,049.02 CHARLICK LAKE ASSOC **TRUST & AGENCY ADMIN** 768-255-956.000 CHARLICK LAKE: DEDUCTIONS 1081 AQUA-WEED CONTROL INC. 768-ALGAE TREAMENT-CHARLICK LAKE 21044 05/06/2024 4,408.00 1005 DTE ENERGY 05/15/2024 17.63 768-3938 LOCH DR 910008280414 05142024 80414 1817 GOOSE BUSTERS! 768-GOOSE NEST DESTRUCTION-CHARLICK LAKE 2020-MH-1355.473 05/15/2024 120.00 Total TRUST & AGENCY ADMIN: 4,545.63 Total CHARLICK LAKE ASSOC: 4,545.63 **WOODRUFF LAKE ASSOC TRUST & AGENCY ADMIN** 769-255-956.000 WOODRUFF LAKE: DEDUCTIONS 1081 AQUA-WEED CONTROL INC. 13,836.00 769-WEED/ALGAE-WOODRUFF LAKE 21045 05/06/2024 1005 DTE ENERGY 769-877 WOODRUFF LK 910008267676 05/15/2024 05142024 67676 17.63 1005 DTE ENERGY 769-877 WOODRUFF LK 910008280547 05142024 80547 05/15/2024 17.63 Total TRUST & AGENCY ADMIN: 13.871.26 Total WOODRUFF LAKE ASSOC: 13,871.26

Page: 13 May 23, 2024 01:47PM

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
WHITE LAKE IMPROVEMEN	IT				
TRUST & AGENCY ADMIN 770-255-956.000 WHITE LA	KE: DEDUCTIONS				
1817 GOOSE BL		770-NEST DESTRUCTION	2020-MH-1355.660	05/17/2024	620.00
Total TRUST & AGENC	Y ADMIN:				620.00
Total WHITE LAKE IMF	PROVEMENT:				620.00
Grand Totals:					156,284.29

CHARTER TOWNSHIP OF HIGHLAND

#### Payment Approval Report - by GL Account Remittance by Direct Deposit Report dates: 5/30/2024-5/30/2024

Page: 1

May 23, 2024 01:48PM

Description Invoice Date Invoice Amount Vendor Name Invoice Number **GENERAL FUND ASSESSOR** 101-257-720.000 ASSESSING: CONTRACTUAL SVCS 9278 WAYNE COUNTY APPRAISAL LLC 101-MONTHLY ASSESSING CONTRACT FEE **JUNE 2024** 05/15/2024 10,938.16 Total ASSESSOR: 10.938.16 **GENERAL GOVERNMENT** 101-261-850.000 GEN GOV: FIBER-OTHER COMMUNICA 7660 CROWN CASTLE FIBER LLC 101-205 JOHN ST. FIBER NETWORK 1573407 05/01/2024 823.00 101-261-938.000 GEN GOV: EQ/SW MAINT CONTRACT 2059 APPLIED INNOVATION 101-ADDITIONAL PAGES-TWP NORTH SIDE 2500864 05/06/2024 83.24 2059 APPLIED INNOVATION 101-FREIGHT-TWP NORTH SIDE 2500864 05/06/2024 5.33 2059 APPLIED INNOVATION 101-COPIER MAINT, CONTRACT-TWP NORTH SIDE 2500864 05/06/2024 50.00 Total GENERAL GOVERNMENT: 961.57 **GENERAL GOVERNMENT PERSONNEL B** 101-279-712.000 GGP:HEALTH/DENTAL/LIFE/DIS INS 9402 ASSURITY LIFE INSURANCE CO. 101-ASSURITY INSURANCE-ACT. CTR 4004264515 05/20/2024 219.90 9402 ASSURITY LIFE INSURANCE CO. 101-ASSURITY INSURANCE-TWP 4004264515 05/20/2024 248.45 Total GENERAL GOVERNMENT PERSONNEL B: 468.35 **BUILDING** 101-371-801.000 BLDG: INSP/ELEC/PLUMB/HTG 1199 GREG CALME ELECTRIC LLC 101-INSPECTIONS 4/30/24-5/21/24 05/21/2024 3.282.11 Total BUILDING: 3,282.11 **ACTIVITY CENTER** 101-672-938.000 ACTIVITY CTR: OFF. EQUIP MAINT 101-COPIER MAINT, CONTRACT-ACT, CTR 2513060 05/17/2024 477.36 2059 APPLIED INNOVATION 2059 APPLIED INNOVATION 101-ADDITONAL PAGES- ACTIVITY CENTER 2513060 05/17/2024 2,425.27 Total ACTIVITY CENTER: 2,902.63 PLANNING COMMISSION 101-703-801.000 PLNG COMM: MASTER PLAN PROF. 2240 CARLISLE WORTMAN ASSOC. INC. 101-2021 MASTER PLAN 2173618 05/06/2024 3.762.50

CHARTER	TOWNSHIP	OF	HIGHL	.and
---------	----------	----	-------	------

Page: 2 May 23, 2024 01:48PM

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
Total PLANNING COMM	MISSION:				3,762.50
Total GENERAL FUND:					22,315.32
FIRE FUND FIRE 206-336-712.001 FIRE:HEAL 9402 ASSURITY	.TH/DENTAL/LIFE/DISINS LIFE INSURANCE CO.	206-ASSURITY INSURANCE-FIRE	4004264545	05/20/2024	311.78
Total FIRE:					311.78
Total FIRE FUND:					311.78
Grand Totals:					22,627.10

HARTER TOWNSHIP OF HIGHLAND	Payment Approval Report - Fund Totals for Board Report dates: 5/30/2024-5/30/2024	Page: May 23, 2024 01:49PM
Total GENERAL FUND:		101,425.99
Total FIRE FUND:		23,719.57
Total POLICE FUND:		1,926.02
Total REFUSE FUND:		2,954.70
Total CAPITAL IMPROVEMENT FUND:		2,869.16
Total DOWNTOWN DEVELOPMENT FUND:		7,589.90
Total HIGHLAND ADVISORY COUNCIL:		1,484.54
Total DUCK LAKE ASSOC:		5,234.97
Total HIGHLAND LAKE ASSOC:		27.02
Total TAGGETT LAKE ASSOC:		7,593.61
Total KELLOGG LAKE ASSOC:		5,049.02
Total CHARLICK LAKE ASSOC:		4,545.63
Total WOODRUFF LAKE ASSOC:		13,871.26
Total WHITE LAKE IMPROVEMENT:		620.00
Grand Totals:		178,911.39

# Payroll and Hand Check May 30, 2024 List of Bills

### **GENERAL FUND**

Payroll Taxes (FICA & FWT) 5/10/2024 & 5/24/2024  General/Fire Payroll 5/10/2024 & 5/24/2024	\$ \$	51,853.19 176,637.92
Hand Check 5/16/2024- Grade All Solutions - Fund 401 Hand Check 5/16/2024- PSI POSTAGE - Fund 101	\$ \$	600.00 515.51
Equitable - Deferred Comp.  Mission SQ - Deferred Comp.  Flexible Savings Account  Garnishments	\$ \$ \$	2,500.00 3,871.22 1,539.30
Highland Firefighters Assn	\$	1,060.00
Highland Firefighters Union Dues-Full-Time Highland Firefighters Union Dues-Part-Time	\$ \$	780.00 495.00

05/31/2024 DDA LOAN-Monthly

3,771.83

# **Charter Township of Highland - Fire Department**



1600 W. Highland Rd. Highland, MI 48357 (248)887-9050

5/28/2024

Regarding the Highland Township and White Lake firework displays, I have reviewed and approved two applications from Ace Pyro LLC. The following are the display locations:

305 N John St Highland Twp Show date 6/29/24. Rain date 6/30/24.

White Lake Citizens League White Lake Show date 6/29/24. Rain date 6/30/24.

Kind regards,

Shawn Bell
Fire Marshal
Ordinance Enforcement
Charter Township of Highland
1600 W. Highland Rd.
Highland, MI 48357
firemarshal@htfd.com
ordinance@twp.highland.mi.us
(248)887-9050 (office)

### 2024 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY DATE PERMIT(S) EXPIRE:

Authority:

2011 PA 256

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

TYPE OF PERMIT(S) (Select	all applicable boxes)				
Agricultural or Wildlife Fireworks		Articles Pyrotechnic	Display Fireworks		
▼ Public Display		Private Display			
Special Effects Manufactur	red for Outdoor Pest Control or	Agricultural Purposes			
NAME OF APPLICANT ACE Pyro LLC		ADDRESS OF APPLICANT 13001 E Austin Road, Manchester, MI 48158	AGE OF APPLICANT 18 YEARS OR OLDER  ■ YES □ NO		
NAME OF PERSON OR RESIDENT A CORPORATION, LLC, DBA OR OTHE Chris Renema	ER	ADDRESS PERSON OR RESIDENT AGENT REPRESENTING COR 13001 E Austin Road, Manchester, MI 48158	PORATION, LLC, DBA OR OTHER		
IF A NON-RESIDENT APPLICANT (LI OR MICHIGAN RESIDENT AGENT)	ST NAME OF MICHIGAN ATTORNEY	ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	TELEPHONE NUMBER		
NAME OF PYROTECHNIC OPERATO Josh McAninch	DR	ADDRESS OF PYROTECHNIC OPERATOR 13001 E Austin Road, Manchester, MI 48158	AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER  YES NO		
NO. YEARS EXPERIENCE 15	NO. DISPLAYS 100+	WHERE Michigan, Illinois, Wisconsin, Indiana			
NAME OF ASSISTANT Mike Freeland		ADDRESS OF ASSISTANT 13001 E Austin Road, Manchester, MI 48158	AGE OF ASSISTANT 18 YEARS OR OLDER  ■ YES □ NO		
NAME OF OTHER ASSISTANT		ADDRESS OF OTHER ASSISTANT	AGE OF OTHER ASSISTANT 18 YEARS OR OLDER  ■ YES □ NO		
EXACT LOCATION OF PROPOSED D Show will be shot between	DISPLAY n the ball fields at John St.	Park			
DATE OF PROPOSED DISPLAY 6/29/2024		TIME OF PROPOSED DISPLAY 10pm			
	, SUBJECT TO APPROVAL OF LOCAL NSING OR PERMITTING BY STATE OI COMPANY CONTAINERS UNTIL TH	FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 11 R FEDERAL GOVERNMENT e day of the show	26 AND OTHER STATE OR FEDERAL REGULATIONS.		
AMOUNT OF BOND OR INSURANCE \$10,000,000	(TO BE SET BY LOCAL GOVERNMEN	it) NAME OF BONDING CORPORATION OR INSURANCE COMPAN Britton Gallagher	Y		
ADDRESS OF BONDING CORPORAT 1375 E. 9 <sup>th</sup> Street, 30 <sup>th</sup> Flo Cleveland, OH 44114 NUMBER OF FIREWORKS					
300+	3 in display shells	KIND OF FIREWORKS TO BE DISPLAYED (Please	provide additional pages as needed)		
100+	4 in display shells				
60+	5 in display shells				
70+	2.5 in display shells				
8 Display cakes					
Address of the Control of the Contro					
SIGNATURE OF APPLICANT			DATE 4/20/2024		
Chris Renema	<i>i</i>		112012027		

# Application for Fireworks Other Than Consumer or Low Impact

NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED
•	

#### Instructions for Application for Fireworks Other Than Consumer or Low Impact

Applications shall be submitted to the legislative body of a city, village or township board. A permit may be issued as a result of official action by the legislative body. A permit shall be valid only for use within the limits of the jurisdiction of the legislative body of a city, village or township board.

- 1. Type of Permit check all boxes that may apply to the type of permit needed. You may select several permit types depending on your fireworks display. You may check with your legislative body of a city, village or township board for assistance when making your selection. Please review the following definitions to determine which type of permit to select:
  - Agricultural or Wildlife Fireworks devices distributed to farmers, ranchers, and growers through a
    wildlife management program administered by the US Department of Interior or Michigan DNR.
  - Articles Pyrotechnic 1.4G fireworks for professional use only that is classified as UN0431 or UN0432.
  - Display Fireworks 1.3G fireworks for professional use only
  - Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes devices with a
    combination of chemical elements or compounds capable of burning independently of the oxygen of
    the atmosphere and designed and intended to produce an audible, visual, mechanical or thermal effect
    for pest or animal control.
  - Public Display a fireworks display that is open to all persons for viewing.
  - Private Display a fireworks display that is not open to the general public for viewing.
- 2. Name of applicant list the name of the applicant. The applicant may be a person representing an organization, group, firm or corporation, or self. If the applicant is also the operator, enter the same name in the operator's section.
- 3. Address of applicant complete the address of the applicant; include the street address, city, state and zip code.
- 4. Name of person or resident agent representing corporation, LLC, DBA or other list the name of the person or resident agent that represents the corporation, LLC, DBA or other.
- 5. Address of person or resident agent that represents the corporation, LLC, DBA or other list the address of the person or resident agent representing the corporation, LLC, DBA or other.
- 6. Non-resident applicant list the name of the non-resident applicant. A non-resident applicant shall appoint a Michigan attorney or Michigan resident agent in writing to be the applicant's legal representative upon whom all service of process in any action or proceeding may be served.
- 7. Name of pyrotechnic operator list the name of the pyrotechnic operator. The pyrotechnic operator is the person in charge of the display. The legislative body of a city, village or township board shall rule on the competency and qualifications of the operator before granting a permit and may require an affidavit from the applicant as to the operator's experience, former pyrotechnic accidents, criminal record, sobriety, etc.
- 8. Address of pyrotechnic operator list the address of the pyrotechnic operator; include the street address, city, state and zip code.
- 9. Age of the pyrotechnic operator list the age of the pyrotechnic operator; the operator must be 18 years of age or older.
- 10. Name of assistant list the name of the assistant to the pyrotechnic operator;
- 11. Address of assistant list the address of the assistant; include the street address, city, state and zip code. If there is more than one assistant, please list additional assistants on a separate sheet and include the address and age of those additional assistants.
- 12. Age of assistant list the age of the assistant to the pyrotechnic operator; the assistant must be 18 years or older.
- 13. Name of other assistant list the name of other assistant to the pyrotechnic operator.
- 14. Age of other assistant list the age of the assistant to the pyrotechnic operator; the assistant must be 18 years or older.
- 15. Exact location of proposed display list the address of the exact location of the proposed fireworks display.
- 16. Date of proposed display indicate the date of the proposed fireworks display; only one display date can be used per application.
- 17. Time of proposed display indicate the time of the proposed fireworks display.
- 18. Manner and place of storage indicate the manner and place of storage within the legislative body of a city, village or township board of fireworks that are ready for display, just prior to the display in the area of exhibition. The legislative body of a city, village or township board shall obtain approval from the local fire authorities of the manner and place of storage before any permit is issued.

- 19. Amount of bond or insurance the issuing legislative body of a city, village or township board shall set the amount of and proof of bond or insurance for the protection of the public to satisfy claims for damages to property or personal injuries arising out of any act or omission on the part of the person, firm or corporation, or any agent or employee of the applicant. The applicant shall assure the bond or insurance required is provided.
- 20. Name of bonding corporation or insurance company provide the name of the bonding corporation or insurance company for which the bond was issued through.
- 21. Address of bonding corporation or insurance company list the address of the bonding corporation or insurance company; include the street address, city, state and zip code.
- 22. Number of fireworks and kind of fireworks to be displayed—indicate the total amount of fireworks proposed for the display or use and a description of the type of fireworks for display; such as 10 aerial bombs, 30 aerial rocket bursts, etc.
- 23. The application is valid for the calendar year in which the application was received and permit was issued.
- 24. Permit fees shall be established by the legislative body of a city, village or township board and shall be submitted to and retained by legislative body of a city, village or township board.
- 25. Permitting will be in compliance with the Michigan Fireworks Safety Act, PA 256 of 2011, MCL 28.466, Section 16.
- 26. Mail the application to the legislative body of a city, village or township board within the location jurisdiction of the display. DO NOT mail the application to the Bureau of Fire Services (BFS). If mailed to the BFS, it will be returned to the sender.

#### U.S. Department of Justice

Bureau of Alcohol, Tobacco, Firearms and Explosives

### Federal Explosives License/Permit (18 U.S.C. Chapter 40)

13	OTHER DESIGNATIONS	CHINEED	OF BEETER	O GREETER	OR STREET	a norman

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53. See "WARNINGS" and "NOTICES" on reverse

Direct ATF Correspondence To ATF - Chief, FELC 244 Needy Road

Martinsburg, WV 25405-9431

License/Permit Number

4-MI-161-20-6D-12625

Chief, Federal Explosives Licensing Center (FELC)

Expiration Date

**April 1, 2026** 

Name

ACE PYRO LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

13001 E AUSTIN RD MANCHESTER, MI 48158-

Type of License or Permit

#### 20-MANUFACTURER OF EXPLOSIVES

**Purchasing Certification Statement** 

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

ACE PYRO LLC 13001 E AUSTIN RD MANCHESTER, MI 48158-

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

Previous Edition is Obsolete ACE PYRO LLC:13001 E AUSTIN RD:48158:4·MI-161-20-60-12625:April 1, 2026:20-MANUFACTURER OF EXPLOSIVES ATF Form 5400.14/5400.15 Part I

Revised September 2011

#### Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)

244 Needy Road

Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352

Fax Number:

(304) 616-4401

ATF Homepage: www.atf.gov

E-mail: FELC@atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee, and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

-----Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: ACE PYRO LLC

Business Name:

License/Permit Number: 4-MI-161-20-6D-12625

License/Permit Type: 20-MANUFACTURER OF EXPLOSIVES

Expiration:

April 1, 2026

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



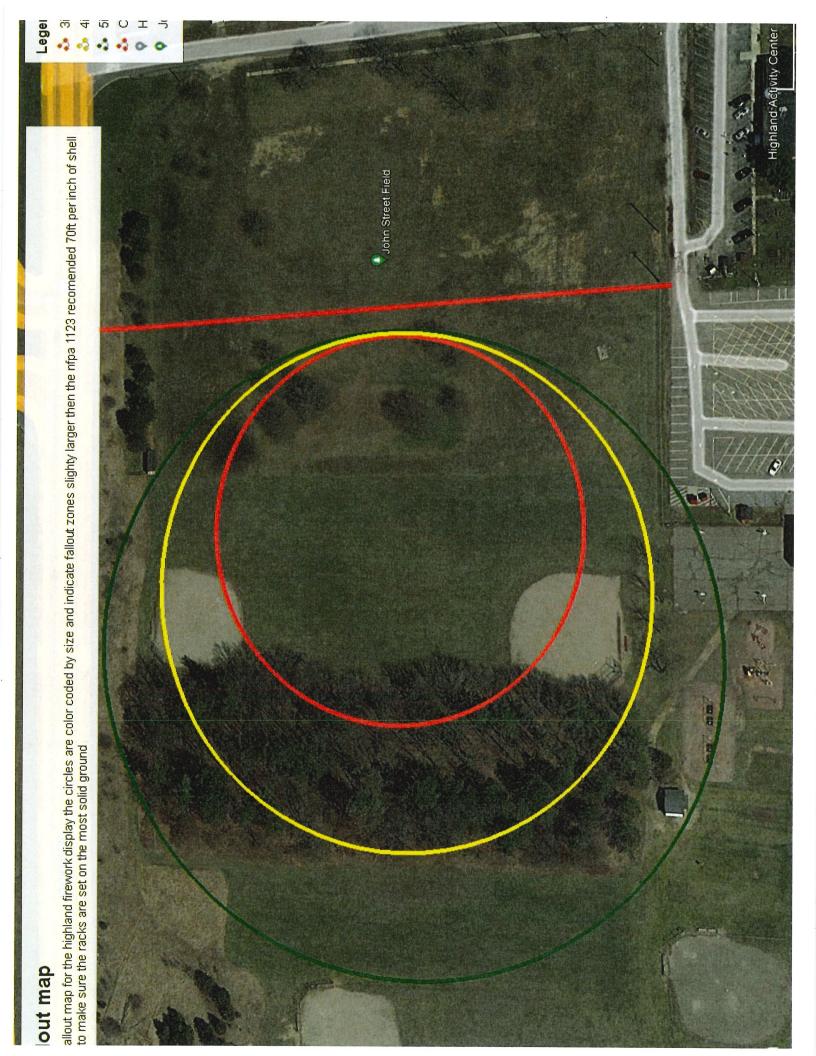
# **Disposal Instructions**

After the designated 30-minute cool down time after the show, the crew shall inspect all racks and cakes as well as the designated fallout zone for leftover product that failed. That product will then be repackaged in the appropriate placarded boxes and returned to the company's storage magazines that night for proper inspection and disposal if needed.



# Fireworks Display Application

Applicant: Chris Renema	Phone: (313) 801 - 5787
Pyrotechnic Company: Ace Dyro LLC	
Display Operator: Josh Mc Aninch	
Display Location: Highland MT	Proposed Date 16-29-24
Permit Requirements (include with the applications):  • Permit Fee: \$500.00 (Five Hundred dollars) payable to	to Charter Township of Highland.
Michigan Department of Licensing: Completed applications Industrial Low Impact.  • Alcohol, Tobacco, Firearms and Explosives: Notice of shipping, receiving, or possessing explosive materials operations shall be listed no this license).  • Alcohol, Tobacco, Firearms, and Explosives: Response Certificate of Insurance: Must be provided  Display Inventory: Include mortar size  Diagram/Site Plan: Of the location at which the displication include the following information:  • Site from which the fireworks will be discharge of the location of the buildings, highways, over included in the provided provided included in the fireworks will be discharged in the location of the buildings, highways, over included in the provided provided included in the provided provided included in the location of the buildings, highways, over included in the provided included included included in the provided provided included	of Clearance for Individuals transporting, s (employees involved in fireworks display sible person Letter of Clearance.  lay will be conducted. The submitted plan ged.
<ul> <li>Separation distance from mortars to spectate</li> <li>NFPA 1123: The application shall be familiar with this</li> <li>2018 requirements</li> </ul>	
<ul> <li>Fireworks Display Operator and Crew List: Shall be pand scheduled fireworks display.</li> <li>Written Disposal Instructions: Shall be provided to the Hold Harmless/Indemnification Agreement: Shall be department.</li> </ul>	he Fire Department
An on-site inspection is required prior to the issuance of the hour notice is required to schedule an inspection.	the Fireworks Display Permit. Twenty-four-
Application reviewed by:	Date



## 2024 Application for Fireworks Other Than Consumer or Low Impact

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

DATE PERMIT(S) EXPIRE:

Authority:

2011 PA 256

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

TYPE OF PERMIT(S) (Select a	• •		
Agricultural or Wildlife Fire	works	Articles Pyrotechnic	Display Fireworks
▼ Public Display		Private Display	
Special Effects Manufactur	ed for Outdoor Pest Control or	Agricultural Purposes	
NAME OF APPLICANT ACE Pyro LLC		ADDRESS OF APPLICANT 13001 E Austin Road, Manchester, MI 48158	AGE OF APPLICANT 18 YEARS OR OLDER  ■ YES □ NO
NAME OF PERSON OR RESIDENT A CORPORATION, LLC, DBA OR OTHE Chris Renema		ADDRESS PERSON OR RESIDENT AGENT REPRESENTING COR 13001 E Austin Road, Manchester, MI 48158	L PORATION, LLC, DBA OR OTHER
IF A NON-RESIDENT APPLICANT (LI OR MICHIGAN RESIDENT AGENT)	ST NAME OF MICHIGAN ATTORNEY	ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	TELEPHONE NUMBER
name of pyrotechnic operato Julia Russell	R	ADDRESS OF PYROTECHNIC OPERATOR 13001 E Austin Road, Manchester, MI 48158	AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER ■ YES □ NO
NO. YEARS EXPERIENCE 10	NO. DISPLAYS 100+	WHERE Michigan, Illinois	L
NAME OF ASSISTANT Eric Russell		ADDRESS OF ASSISTANT 13001 E Austin Road, Manchester, MI 48158	AGE OF ASSISTANT 18 YEARS OR OLDER  ■ YES □ NO
NAME OF OTHER ASSISTANT Matt Jenca		ADDRESS OF OTHER ASSISTANT 13001 E Austin Road, Manchester, MI 48158	AGE OF OTHER ASSISTANT 18 YEARS OR OLDER YES ONO
EXACT LOCATION OF PROPOSED D Just North of Hubbels Isla			<u> </u>
DATE OF PROPOSED DISPLAY 6/29/2024		TIME OF PROPOSED DISPLAY  10pm	
Product will be stored in c	ompany containers until the	•	26 AND OTHER STATE OR FEDERAL REGULATIONS.
\$10,000,000	(TO BE SET BY LOCAL GOVERNMEN	t) NAME OF BONDING CORPORATION OR INSURANCE COMPAN Britton Gallagher	Y
ADDRESS OF BONDING CORPORAT 1375 E. 9 <sup>th</sup> Street, 30 <sup>th</sup> Flo Cleveland, OH 44114 NUMBER OF FIREWORKS			
700+	3 in display shells	KIND OF FIREWORKS TO BE DISPLAYED (Please	provide additional pages as needed)
200+	4 in display shells		
50+	5 in display shells		
40+	6 in display shells		
4	Water cakes		
			*
SIGNATURE OF APPLICANT			DATE
			4/20/2024
Chris Renema	<i>;</i>		

## Application for Fireworks Other Than Consumer or Low Impact

NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED
# 100 P	

#### Instructions for Application for Fireworks Other Than Consumer or Low Impact

Applications shall be submitted to the legislative body of a city, village or township board. A permit may be issued as a result of official action by the legislative body. A permit shall be valid only for use within the limits of the jurisdiction of the legislative body of a city, village or township board.

- 1. Type of Permit check all boxes that may apply to the type of permit needed. You may select several permit types depending on your fireworks display. You may check with your legislative body of a city, village or township board for assistance when making your selection. Please review the following definitions to determine which type of permit to select:
  - Agricultural or Wildlife Fireworks devices distributed to farmers, ranchers, and growers through a
    wildlife management program administered by the US Department of Interior or Michigan DNR.
  - Articles Pyrotechnic 1.4G fireworks for professional use only that is classified as UN0431 or UN0432.
  - Display Fireworks 1.3G fireworks for professional use only
  - Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes devices with a
    combination of chemical elements or compounds capable of burning independently of the oxygen of
    the atmosphere and designed and intended to produce an audible, visual, mechanical or thermal effect
    for pest or animal control.
  - Public Display a fireworks display that is open to all persons for viewing.
  - Private Display a fireworks display that is not open to the general public for viewing.
- 2. Name of applicant list the name of the applicant. The applicant may be a person representing an organization, group, firm or corporation, or self. If the applicant is also the operator, enter the same name in the operator's section.
- 3. Address of applicant complete the address of the applicant; include the street address, city, state and zip code.
- 4. Name of person or resident agent representing corporation, LLC, DBA or other list the name of the person or resident agent that represents the corporation, LLC, DBA or other.
- 5. Address of person or resident agent that represents the corporation, LLC, DBA or other list the address of the person or resident agent representing the corporation, LLC, DBA or other.
- 6. Non-resident applicant list the name of the non-resident applicant. A non-resident applicant shall appoint a Michigan attorney or Michigan resident agent in writing to be the applicant's legal representative upon whom all service of process in any action or proceeding may be served.
- 7. Name of pyrotechnic operator list the name of the pyrotechnic operator. The pyrotechnic operator is the person in charge of the display. The legislative body of a city, village or township board shall rule on the competency and qualifications of the operator before granting a permit and may require an affidavit from the applicant as to the operator's experience, former pyrotechnic accidents, criminal record, sobriety, etc.
- 8. Address of pyrotechnic operator list the address of the pyrotechnic operator; include the street address, city, state and zip code.
- 9. Age of the pyrotechnic operator list the age of the pyrotechnic operator; the operator must be 18 years of age or older.
- 10. Name of assistant list the name of the assistant to the pyrotechnic operator;
- 11. Address of assistant list the address of the assistant; include the street address, city, state and zip code. If there is more than one assistant, please list additional assistants on a separate sheet and include the address and age of those additional assistants.
- 12. Age of assistant list the age of the assistant to the pyrotechnic operator; the assistant must be 18 years or older.
- 13. Name of other assistant list the name of other assistant to the pyrotechnic operator.
- 14. Age of other assistant list the age of the assistant to the pyrotechnic operator; the assistant must be 18 years or older.
- 15. Exact location of proposed display list the address of the exact location of the proposed fireworks display.
- 16. Date of proposed display indicate the date of the proposed fireworks display; only one display date can be used per application.
- 17. Time of proposed display indicate the time of the proposed fireworks display.
- 18. Manner and place of storage indicate the manner and place of storage within the legislative body of a city, village or township board of fireworks that are ready for display, just prior to the display in the area of exhibition. The legislative body of a city, village or township board shall obtain approval from the local fire authorities of the manner and place of storage before any permit is issued.

- 19. Amount of bond or insurance the issuing legislative body of a city, village or township board shall set the amount of and proof of bond or insurance for the protection of the public to satisfy claims for damages to property or personal injuries arising out of any act or omission on the part of the person, firm or corporation, or any agent or employee of the applicant. The applicant shall assure the bond or insurance required is provided.
- 20. Name of bonding corporation or insurance company provide the name of the bonding corporation or insurance company for which the bond was issued through.
- 21. Address of bonding corporation or insurance company list the address of the bonding corporation or insurance company; include the street address, city, state and zip code.
- 22. Number of fireworks and kind of fireworks to be displayed—indicate the total amount of fireworks proposed for the display or use and a description of the type of fireworks for display; such as 10 aerial bombs, 30 aerial rocket bursts, etc.
- 23. The application is valid for the calendar year in which the application was received and permit was issued.
- 24. Permit fees shall be established by the legislative body of a city, village or township board and shall be submitted to and retained by legislative body of a city, village or township board.
- 25. Permitting will be in compliance with the Michigan Fireworks Safety Act, PA 256 of 2011, MCL 28.466, Section 16.
- 26. Mail the application to the legislative body of a city, village or township board within the location jurisdiction of the display. DO NOT mail the application to the Bureau of Fire Services (BFS). If mailed to the BFS, it will be returned to the sender.

#### U.S. Department of Justice

Bureau of Alcohol, Tobacco, Firearms and Explosives

## Federal Explosives License/Permit (18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To

ATF - Chief, FELC 244 Needy Road

Martinsburg, WV 25405-9431

License/Permit Number

4-MI-161-20-6D-12625

Chief, Federal Explosives Licensing Center (FELC)

Expiration Date

**April 1, 2026** 

Name

ACE PYRO LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

13001 E AUSTIN RD MANCHESTER, MI 48158-

Type of License or Permit

#### 20-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

ACE PYRO LLC 13001 E AUSTIN RD MANCHESTER, MI 48158-

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

ACE PYRO LLC:13001 E AUSTIN RD:48168:4·MI-161-20-60-12625:April 1, 2026:20-MANUFACTURER OF EXPLOSIVES Previous Edition is Obsolete

ATF Form 5400.14/5400.15 Part 1 Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)

244 Needy Road Martinsburg, WV 25405-9431 Toll-free Telephone Number: (877) 283-3352 Fax Number:

E-mail: FELC@atf.gov

(304) 616-4401

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

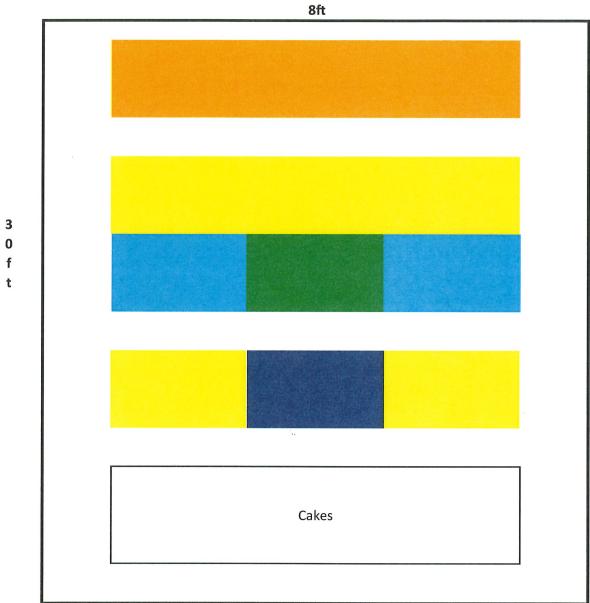
Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

Cut Here ×

(Continued on reverse side)

!	Federal Explosives License/Permit (FEL) Information Card
i	License/Permit Name: ACE PYRO LLC
1	ALCO ALCO ALCO ALCO ALCO ALCO ALCO ALCO
1	Business Name:
i	License/Permit Number: 4-MI-161-20-6D-12625
1	License/Permit Number: 4-Mi-161-20-6D-12625
1	License/Permit Type: 20-MANUFACTURER OF EXPLOSIVES
1	
ı	Expiration: April 1, 2026

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



This Represents a Tentative Diagram of the barges which will mirror each other. Layout ma



y change slightly once show is fully designed.



## **Disposal Instructions**

After the designated 30-minute cool down time after the show, the crew shall inspect all racks and cakes as well as the designated fallout zone for leftover product that failed. That product will then be repackaged in the appropriate placarded boxes and returned to the company's storage magazines that night for proper inspection and disposal if needed.



## **Fireworks Display Application**

	Chris	Range	(2)3	801.5787
Applica	ant: Unit 3	THENENIA.	Phone: <u>(313)</u>	<u> </u>
Pyrote	chnic Company: <u>AC</u>	e Myo LLC		
Display	y Operator: Sulic	· Russel		
Display	y Location: White	lake	Proposed Date_	6-29-24
Permit	Requirements (include	with the applications):		
কে			able to Charter Township application for Fireworks	
W	Low Impact.	or cicensing, completed	application for Fireworks	Other man consumers
•		arms and Explosives: No	tice of Clearance for Indivi	duals transporting,
			terlals (employees involved	
	operations shall be list	ed no this license).		•
•			sponsible person Letter of	Clearance.
(⊘	Certificate of Insurance			
<u> </u>	Display Inventory: Incl			
(%)			display will be conducted	. The submitted plan
	shall include the follow			
		h the fireworks will be di	scharged.	
		the discharge site.		1 41744
			, overhead obstructions ar	id utilities.
	<ul><li>Spectator view</li><li>Fall out area.</li></ul>	ing area.		
		ance from mortars to se	ectators, for land or water	- dienlove
1			th this document and the	
1	2018 requirements	acion shan be fallinial wi	th this document and the	international rife code,
•		rator and Crew List: Sha	ll be provided to the Fire D	epartment prior to
	and scheduled firework			
•	Written Disposal Instru	uctions: Shall be provide	d to the Fire Department	
	Hold Harmless/Indemidepartment.	nification Agreement: Sh	nall be signed and returned	d to the fire
	on-site inspection is req ur notice is required to s		ce of the Fireworks Displa	y Permit. Twenty-four-
101	or notice is required to s	cheadie an mapecuon.		
Apr	plication reviewed by:		Date	
	· · · · · · · · · · · · · · · · · · ·		and the second second	



Michigan Department of Natural Resources - Law Enforcement Division

MARINE SPECIAL EVENT APPLICATION AND PERMIT

Issued under authority of Part 801, Marine, Part 811 ORV and Part 821 Snowmobile, of the Natural Resource and Environmental Protection Act, Act 451, P. A. of 1994, as amended. Failure to comply with the provisions of this

640 5000				
Num	nber			
		Number	raga noco	Hamber

ADDITION	demeanor and may result in fines i						
Of the permit may not be auth-	optication must be received by	the appropriate DNR office at lease	st 30 days prior to the event,				
1771 CM	Sponsoring Organization/Individual/	Group Name of Person In C	7				
Stret Address	Street Address	TENS ICAGUE ECC	Sussel				
City State, ZIP Burmeister RD	City, State, ZIP	City, State, ZIP					
Engli Address MT 48176							
Crenema 86 Quma, 1. com	Email Address	Email Address					
(313)801-5787 ( )	Business Telephone ( )	Business Telephone (3)3 )980-					
Event Date(s) (mm/dd/yyyy) it seasonal, attach proposed s	otedula (6/30/802)		n Charge" be during the event?				
Event Starting and Finishing Times	ME GISUTAVA	How can "Person In	Charge" be contacted during the event?				
Type of Event (Check appropriate boxes)	o pm	1 Phon					
W C- =	lydroplane Race Offshori laft Race Sailboa	e Race Sailboat Race Mord Other (Specify)	otorboat Race				
☐ Off-Road Vehicle (ORV) - Pursuant to 5 ☐ Bike ☐ ORV ☐ O	Section 81122 of Act 451, P. <i>i</i> Other (specify)	A. of 1994, as amended.					
Snowmobile - Pursuant to Section 8211 Location of Event - Body of Water (A map or diagram	19 of Act 451, P.A. of 1994, a am must be submitted with your	is amended. application.) Township , Co.	inty / Section(s)				
<b>∑</b> (inland	Water Great Lakes/Navigabl	e Waters Highland C	Pakland				
Vehicles applicable 400 +	Number of Event Participan		tizens league				
Do conditions require special law enforcement patrois?   T   Yes   No	ypes of Medical Support Units (if an		Number of Medical Support Units				
APPLICANT: Read all pages and attachn	nents before certification a	and signature.					
	CERTIFICAT	TON					
I hereby certify that I have read, understand, and			this permit in the conduct of the				
/ lu Fen	operations under this permit, and that the information provided is true and accurate to the best of my knowledge.  5-7-24						
Applicant Signature	Date						
APPLICANT: Submit completed application office at least 30 days prior		gram of the location of the eve ay not be authorized, District of					
	FOR DNR USE						
	is event may cause, special eq effort that may be required, spec	ial use permits, and where they may t	pe obtained.				
Investigating Officer (please print)	Badge Number Sign AUTHORIZA	ature TION	Date of Investigation (mmkt/yyy)				
EVENT IS AUTHORIZED for the date(s) and event(s). Failure to meet all specified conditions.	d time(s) specified as long a	is ∞nditions are complied with pr					
Number of Law Enforcement Patrol Vehic	cles Authorized	Туре					
Special Conditions - See Page 2: 1 2	2 3 4 5	6_ 7_ 8_ 9_ 10_	] 11				
14 15 16 Other:							
JEVENT IS NOT AUTHORIZED							
District Law/P	Permit Supervisor (Please print)	Signature	Date				



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/18/2024

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

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

PRODUCER	CONTACT NAME:					
Acrisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30	PHONE (A/C, No, Ext): 216-658-7100	FAX (A/C, No): 216-658-7101				
1375 East 9th Street	E-MAIL ADDRESS: info@brittongailagher.com					
Cleveland OH 44114	INSURER(S) AFFORDING COVERAGE					
	INSURER A : JAMES RIVER INS CO	12203				
INSURED	INSURER B: Everest Denali Insurance Company					
Ace Pyro LLC 13001 E Austin Road	INSURER C : Axis Surplus Ins Company	26620				
Manchester MI 48158	INSURER D : Arch Speciality Ins Co	21199				
	INSURER E :					
	INSURER F:					

COVERAGES	CERTIFICATE NUMBER: 165157373	REVISION NUMBER

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

	CCOSIONS AND CONDITIONS OF SUCH							
INSR LTR	TYPE OF INSURANCE	INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	GENERAL LIABILITY			00136779-1	11/1/2023	11/1/2024	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						PREMISES (Ea occurrence)	\$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	POLICY X PRO- JECT LOC							\$
В	AUTOMOBILE LIABILITY			SI8CA00266-231	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
С	UMBRELLA LIAB X OCCUR			P-001-000839920-3	11/1/2023	11/1/2024	EACH OCCURRENCE	\$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 4,000,000
	DED RETENTION\$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU- OTH- TORY LIMITS ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	\$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
D	D Excess Liability #2			UXP1048247-02	11/1/2023	11/1/2024	Each Occurance Aggregate Total Excess Limits	\$5,000,000 \$5,000,000 \$9,000,000
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	ttach /	ACORD 101, Additional Remarks Schedule	, if more space is	required)		

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement. The following are included as Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured, as required by written contract: White Lake Citizens Leauge and all of it's members, employees and those associated; White Lake Township and all it's elected and appointed officials, employees and volunteers; Highland Township and all it's elected and appointed officials, employees and volunteers.

Event Location: On a floating platform on White Lake in White Lake, MI Event Date: 6/29/2024 Rain Date 7/30/24 See Attached...

THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE DATE THEREOF, NOTICE WILL BE DELIVERED IN THE POLICY PROVISIONS.
NTATIVE
EI

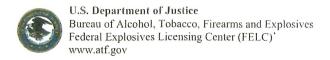
AGENCY CUSTOMER ID:	
LOC#:	



## **ADDITIONAL REMARKS SCHEDULE**

Page \_ 1 \_ of \_ 1 \_

AGENCY		NAMED INSURED
Acrisure, LLC dba Britton Gallagher & Associates		Ace Pyro LLC  13001 E Austin Road  Manchester MI 48158
POLICY NUMBER		Manchester MI 48158
CARRIER	NAIC CODE	-
		EFFECTIVE DATE:
ADDITIONAL REMARKS		
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC	ORD FORM,	
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF	ELIABILITY II	NSURANCE
The General Liability watercraft exclusion is amended above to proused to prepare and provide a fireworks display.	ovide coverage	e for: barges or other mobile work platforms, while fixed in place on water and



Federal Explosives Licensing Center 244 Needy Road Martinsburg, West Virginia 25405 telephone: (877)283-3352 fax: (304)616-4401

## NOTICE OF CLEARANCE

## for individuals transporting, shipping, receiving, or possessing explosive materials.

ISSUED TO: ACE PYROLLC

**NOTICE DATE: 12/21/2023** 

Federal Explosives license/permit no.: 4-MI-161-20-7A-01560

Expiration Date: January 1, 2027

Explosives License/Permit Type: 20-MANUFACTURER OF EXPLOSIVES

EXPIRATION DATE: This Notice expires when superseded by a newer Notice which will list all current responsible persons and employee possessors, or when the license or permit expires - whichever comes first.

- WARNING. Only those individuals listed below as RESPONSIBLE PERSONS and EMPLOYEE POSSESSORS with a background clearance status of "CLEARED" or "PENDING" are authorized to transport, ship, receive, or possess explosive materials in the course of employment with
- "DENIED" STATUS. If an employee possessor has a background clearance status of "DENIED", you MUST take immediate steps to remove the employee from a position requiring the transporting, shipping, receiving, or possessing of explosive materials. Also, if the employee has been listed as a person authorized to accept delivery of explosive materials, you MUST remove the employee from such list and immediately, and in no event later than the second business day after such change, notify distributors of such change, as stated in 27 CFR 555.33(a).
- CHANGE IN RESPONSIBLE PERSONS. You MUST report any change in responsible persons to the Chief, Federal Explosives Licensing Center, within 30 days of the change and new responsible persons MUST include "appropriate identifying information" as defined in 27 CFR 555.11. Fingerprints and photos are NOT required, however they will be required upon renewal of the license or permit.
- CHANGE OF EMPLOYEES. You MUST report any change of employee/possessors to the Chief, FELC, within 30 days. Reports relating to newly hired employees must be submitted on ATF Form 5400.28 for EACH employee.

Premises Address: 9700 BURMEISTER RD SALINE, MI 48176

Mailing Address:

ACE PYRO LLC 13001 E AUSTIN RD MANCHESTER, MI 48158

This 'Notice of Clearance' is provided to you as required by 18 U.S.C. 843(h) and MUST be retained as part of your permanent records and be made available for examination or inspection by ATF officers as required by 27 CFR 555.121. If you receive a Notice subsequent to this Notice, this Notice will no longer be valid.

In accordance with 27 CFR 555.33, Background Checks and Clearances, and 27 CFR 555.57, Change of Control, Change in Responsible Persons, and Change of Employees, ATF's Federal Explosives Licensing Center (FELC) has conducted background checks on the individual(s) you identified as a responsible person(s) and an employee/possessor(s) on your application, or reported after the issuance of your license/permit.

The following is a SUMMARY of the results of the background checks conducted on the individuals you reported as responsible persons and employee/possessors. ATF will be notifying ALL individuals listed on this document of their respective status by separate letter mailed to their residence address.

PLEASE BE ADVISED THAT IT IS UNLAWFUL FOR ANY PERSON REFLECTING A STATUS OF "DENIED" TO TRANSPORT, SHIP, RECEIVE, OR POSSESS EXPLOSIVE MATERIALS.

Flease carefully review this Notice to ensure that all the information is accurate. If this Notice is incorrect, please return the Notice to the Chief, FELC, with a statement showing the nature of the error(s). The Chief, FELC, shall correct the error, and return a corrected Notice.

Number of RESPONSIBLE PERSON(S) : Number of EMPLOYEE POSSESSOR(S):		continued	ACTION AND ADDRESS OF THE PARTY
LAST NAME, First Name, Middle Name RESPONSIBLE PERSONS:	Clearance Status	LAST NAME, First Name, Middle Name	Clearance Status
0001 ENZER, AARON ANDREW	Cleared		
EMPLOYEE POSSESSORS:	0		



### Resolution 20-19 Accepting the Donation from the Percy and Ethel Duncan Trust

At a Regular Township Board Meeting of the Charter Township of Highland held in the Township Hall, located at 205 N. John Street, Highland Township, Michigan on the 3rd day of June, 2024 at 6:30 p.m.

Present: Rick Hamill, Tami Flowers, Jenny Frederick, Judy Cooper, Brian Howe, Beth

Lewis, and Joseph Salvia	
Absent: None	
The following preamble and resolution were offered by	and supported by
<del></del> :	

#### **RECITALS:**

**WHEREAS**, Percy and Ethel Duncan established the Percy and Ethel Duncan Trust (the "Trust"), which Trust named the Highland Township Fire Department as a beneficiary; and

**WHEREAS**, both Percy and Ethel Duncan have passed away and the Successor Trustee of the Trust advised the Fire Department of its beneficiary status and pending distribution; and

**WHEREAS**, the Successor Trustee is in the process of winding up the Trust and expects the distribution for the benefit of the Fire Department to be in the range of \$40,000 - \$50,000; and

**WHEREAS**, the Township Board of the Charter Township of Highland desires to accept the donation from the Percy and Ethel Duncan Trust for the benefit of the Highland Township Fire Department.

**NOW, THEREFORE, IT IS RESOLVED** that the Township Board of the Charter Township of Highland hereby accepts the donation for the benefit of the Highland Township Fire Department and authorizes the Supervisor to execute any and all documents necessary to effectuate the distribution, subject to review and approval by the Township Attorney.

The motion	n carried with the following roll c	all vote:
Yeas: Nays: Absent:	Hamill, Flowers, Frederick, Co None None	poper, Howe, Lewis, and Salvia
	RESOLUTIO	N DECLARED ADOPTED
		Rick A. Hamill, Supervisor
		Tami Flowers MiPMC, Clerk
	C	ERTIFICATION
adopted by	ereby certify that the foregoing	constitutes a true and complete copy of a resolution ter Township of Highland, Oakland County, Michigan at
		Tami Flowers, MiPMC Highland Township Clerk



## RESOLUTION #24-20 TO AUTHORIZE THE PLACEMENT OF SIGNAGE ON M-59 MEDIAN FOR FIREWORKS DISPLY

At a regular public meeting of the Highland Township Board of Trustees, held Monday, June 3, 2024, at 6:30 p.m.:

Present:	Rick Hamill, Tami Flowers, Jennifer Frederick, Judy Cooper, Brian Howe,
	Elizabeth Lewis, and Joe Salvia
Absent:	

The following motion was offered by and seconded by:

To approve the request presented by the Highland Township Supervisor to place two, (2 sided) 3' tall x 4' wide coroplast signs secured with metal fence posts within the M-59 median in Highland Township, per the attached diagrams, between the dates of June 17 – June 30, 2024 for the purpose of advertising the Fireworks Display. Placement will follow MDOT guidelines to maintain clear vision in turnarounds and any other requirements necessary.

This approval is granted through agreement with the Michigan Department of Transportation, Annual Community Events Permit #99023-091374-021423.

Yeas: Hamill, Flowers, Frederick, Cooper, Howe, Lewis, and Salvia,

Nays: None Abstain: None

### RESOLUTION DECLARED ADOPTED

Rick A. Hamill, Supervisor

I, Tami Flowers, Charter Township of Highland Clerk, do hereby certify that the foregoing is a true and complete copy of a resolution, the original of which is on file in my office, approved by the Charter Township of Highland Board of Trustees at a Regular Meeting held on June 3, 2024.

Tami Flowers, MiPMC Clerk



#### BUDGET AMENDMENT WORKSHEET 2024 BUDGET AMENDMENTS BOARD MEETING - June 3, 2024

FUND & ACCOUNT		ORIGINAL BUDGET 12/31/2024	AS AMENDED 12/31/2024	PROPOSED AMENDMENTS	PROPOSED NEW BUDGET
GENERAL FUND Revenue: 101-000-692.000	APPROPRIATION FUND BAL.	\$0.00	\$31,743.00	+ \$500,000.00	= \$531,743.00
Expenditures: 101-261-995.401	GEN GOV: TRANS TO CAP IMPROV	\$1,000,000.00	\$1,000,000.00	+ \$ 500,000.00	= \$ 1,500,000.00
CAPITAL IMPROVEMENT FUND Revenue: 401-000-699.000	OPERATING TRANSFER IN	\$1,000,000.00	\$1,000,000.00	+ \$500,000.00	= \$1,500,000.00

### **Purpose of Amendment:**

After 2023 Audit, with the Fund Balance over 40-60% of Expenditures, decision to transfer \$1,500,000 from General Fund balance to Capital Improvement Fund-Assigned



# THE DOWNTOWN DEVELOPMENT AUTHORITY OF HIGHLAND TOWNSHIP

#### **BYLAWS**

ADOPTED May 15, 2024

#### ARTICLE 1 - Name and Address

<u>Section 1.</u> The formal name of this organization is the Highland Downtown Development Authority (HDDA). The registered office and principal place of business of the HDDA is 205 W. Livingston, Highland, MI 48357. The HDDA is managed by the HDDA executive director.

#### **ARTICLE 2 – Boundaries**

<u>Section 1.</u> The Highland Downtown Development District totals nearly 700 acres, including the historic "Highland Station" core, centered on Milford Road and Livingston Road, as well as office and commercial properties up and down Milford Road and along M-59 in the immediate vicinity.

<u>Section 2.</u> The "Development Area" consists of the historic "Highland Station" core and the proposed Civic Center Complex including the library, consisting of approximately nine blocks, totaling about 114 parcels and 83 acres.

### **ARTICLE 3 – Purpose**

<u>Section 1.</u> The HDDA is created and operates pursuant to Public Act 57 of 2018 (RECODIFIED TAX INCREMENT FINANCING ACT) and the HDDA Tax Increment Financing Plan of 2004. The HDDA is managed by the Executive Director hired by the Highland Township Board of Trustees. The purpose of the HDDA is to promote economic growth and historic preservation in Highland Station and surrounding business districts pursuant to the list of powers in Public Act 57 of 2018 MCL 125.4207.

#### ARTICLE 4 – THE HDDA BOARD

<u>Section 1.</u> The HDDA Board shall consist of the Supervisor of Highland Township, or their designee of a Trustee of the Highland Township Board. There shall be a minimum of 8 members and not more than 12 members, as determined by the Highland Township Board of Trustees.

Section 2. A majority of the members must have an interest in property located in the downtown district. There shall be 1 member that is a resident of the downtown district. Each member will be appointed to a four (4) year term or the remainder of the unexpired term of the member they are replacing. New HDDA Board members will be recommended to the Supervisor by the HDDA Board, and the Supervisor will present appointments to the Highland Township Board of Trustees for approval.

<u>Section 3.</u> Members of the HDDA shall serve without compensation but shall be reimbursed for approved expenses.

<u>Section 4.</u> All new members of the HDDA Board shall participate in an orientation program familiarizing them with the goals and objectives and their responsibilities within the first year of their term.

<u>Section 5.</u> Election of Officers; Chairperson, Vice Chair, Treasurer, Secretary will take place during the regularly scheduled meeting in January for the following year.

<u>Chairperson</u> – Shall manage and oversee the position of the HDDA executive director per the approved Management Agreement. Facilitates the HDDA Board meetings. Reviews and approves invoices with the HDDA executive director, per the purchasing policy.

<u>Vice Chair</u> – Performs Chairperson's duties when Chairperson is not available.

<u>Treasurer</u> – Shall review and report to the HDDA Board on the financial records of the HDDA.

<u>Secretary</u> –Attend meetings of the HDDA and keep a record of its proceedings.

<u>Section 6.</u> Removal of a HDDA board member can occur anytime by the recommendation of the HDDA Board to the Board of Trustees. Pursuant to notice and after an opportunity to be heard, an HDDA board member may be removed from the board for neglect of duty, excessive absence, misconduct, malfeasance, or any other good cause as determined by a vote of the Township Board of Trustees.

#### **ARTICLE 5 – MEETINGS**

- <u>Section 1.</u> Regularly scheduled meetings are normally held the 3<sup>rd</sup> Wednesday of each month at 6:15 pm at Steeple Hall, 205 W. Livingston Rd, Highland, MI 48357.
- <u>Section 2.</u> All regular and special meetings of the HDDA shall be open to the public and will comply with Michigan's Open Meetings Act, PA 267 of 1976. Robert's Rule of Order will govern the conduct of all meetings. (no changes)
- <u>Section 3.</u> Special meetings of the HDDA may be called by the chairperson or any two members of the HDDA Board upon eighteen hours written notice of the time and place of the meeting.
- Section 4. A quorum shall exist where a simple majority of current HDDA board members are present: a minimum of 5 members based on 8 and 9 current HDDA Board members, a minimum of 6 members based on 10 and 11 current HDDA Board members, and a minimum of 7 members based on 12 current HDDA Board members, are required to have a meeting of record. A majority vote is determined per meeting as to how many current HDDA board members are present.
- <u>Section 5.</u> The Annual Strategic Planning and Budget Workshop shall be held at the regularly scheduled or special meeting in September. The purpose of the meeting shall be assessment of yearly goals and accomplishments and strategic planning for the next year. At this meeting the HDDA will review committee work plans for the next year. The plans will be used to create a draft budget, for our fiscal year beginning January 1<sup>st</sup> and ending December 31<sup>st</sup>, that will be presented to the HDDA at their regular scheduled or special meeting in October. The HDDA executive director will forward the approved budget for final approval to the Board of Trustees at their November meeting.
- <u>Section 6.</u> HDDA board members are required to attend all meetings. Unexcused absences from three (3) consecutive meetings per year, or absence from six (6) total meetings per year shall be a cause to remove a member from the HDDA Board.

#### **ARTICLE 6 – STANDING COMMITTEES**

Section 1. The HDDA shall have at least four (4) standing committees; Organization, Design, Promotion, and Economic Vitality. Each committee shall consist of a chairperson, approved by the HDDA Board, a minimum of three (3) committee members consisting of HDDA members and volunteers. The committee chairperson will make recommendations to the HDDA Board for review and approval. The committee

chairperson is responsible for coordinating and directing the affairs of the committee and the HDDA executive director shall act as a permanent consultant to each committee without needing to be included in every meeting. Committees may include outside consultants, residents, businesses, or other volunteers.

<u>Section 2.</u> The committees will meet as directed by the committee chairperson. The committees are required to meet annually in August to prepare yearly assessments of goals, accomplishments, and strategic planning for the next year. The committees will draft new Work Plans to present to the HDDA Board at their September meeting.

#### **ARTICLE 7 – FINANCES AND CONTRACTS**

<u>Section 1.</u> All money received by the HDDA shall be deposited in appropriate accounts at financial institutions authorized by the Township Board of Trustees.

<u>Section 2.</u> All expenditures will follow the HDDA purchasing policy and will go through the Townships Accounts Payable Process. The executive director is responsible for signing and forwarding all invoices to the Township Bookkeeping Department for the issuance of payment.

<u>Section 3.</u> The HDDA Board may authorize the executive director or chairperson to enter into and sign contracts on behalf of the of the HDDA. The executive director shall enter contracts without further consideration by the HDDA Board for those items that are included in the approved budget.

#### **ARTICLE 8 – BY LAWS AND POLICIES**

<u>Section 1.</u> Any new policies or amendments to these by laws are subject to the approval of the HDDA Board and the Township Board of Trustees.

### 5b. Receive and File:

Activity Center Advisory Board Meeting Minutes – April 2024
Activity Center Advisory Board Treasurer's Report – April 2024
Activity Center Director's Report – April 2024
Build Department Report – April 2024
DDA Board Minutes – April 2024
Financial Report – March 2024
Library Director's Report - April 2024
Library Board Minutes - April 2024

## Highland Activity Center Advisory Council Meeting Minutes Tuesday April 9th, 2024

#### **CALL TO ORDER:**

The Highland Activity Center Advisory Council meeting was called to order by Carolyn Kress at 9:01 am on Tuesday, April 9<sup>th</sup>, 2024.

#### **PRESENT:**

Sue Anderson, Patti Janette, Chuck Sharpe, Dick Russell, Carolyn Kress, Steve Jagusch, Terry Olexsy & Ray Polidori, & Lisa Jagusch

#### ABSENT:

Heidi Bey, Jennifer Frederick & Peter Werthmann

#### **SECRETARY'S MINUTES:**

Motion to approve the Secretary's Minutes from March 12<sup>th</sup> was made by Steve Jagusch, seconded by Chuck Sharpe, and unanimously approved by all.

#### **TREASURER'S REPORT:**

Motion to approve the Treasurer's Report from March 12<sup>th</sup> was made by Ray Polidori, seconded by Sue Anderson, and unanimously approved by all.

#### **DIRECTOR'S ACTIVITY REPORT:**

Chari is now full-time & we hired a part-time admin, Ashley Valdez.

Welcome to new & old advertisers to our in-house printed Newsletter.

#### **UPCOMING EVENTS:**

May 20<sup>th</sup> "Are We Old Yet"

Red Bud Reveal will be held on May 4th from 10-4, 35-40 Ford Model A's & T's

#### **OLD BUSINESS:**

(DAR) Daughters of the Revolution.

#### **NEW BUSINESS:**

Discuss having a Magician at our luncheons to entertain the guests. Either from Leo's or someone Chuck Sharpe knows.

#### **MOTION TO ADJOURN:**

Motion to adjourn the meeting was made at 9:42 am by Ray Polidori, seconded by Patti Janette, and unanimously approved by all.

Next Council meeting will be held on May 14<sup>th</sup> at Township offices. June's meeting will be held at Highland Rec on June 11<sup>th</sup>.

Respectfully submitted,

#### Patti

Patti Janette, Secretary Highland Advisory Council

#### **#HIGHLAND KINDNESS**

### Highland Activity Center Advisory Board - Fund 702 Financial Report April 30, 2024

Date	Source	Amount	Bank Balance
Overview Delever April 4, 0004			7.055.04
Starting Balance April 1, 2024			7,655.61
Revenues			
	Donations/Memorials	50.00	
	Milford Food/Colasanti's	63.98	
	Trips	45.00	
	Classes	50.00	
	Party Food - Lunches	655.00	
Total Revenues		863.98	8,519.59
Expenditures			
•	Gordon	334.67	
	Gas	94.51	
	Chase Credit Card	1,117.73	
	Metroparks Toledo	228.00	
	Amazon	146.85	
Total Expenditures		1,921.76	6,597.83
	Ending bank balance April 30, 2024		6,597.83
Submitted by Jennifer Frederick, Treasurer			
Highland Township	May 30, 2024		



**Directors Activity Report** 

January Activity Report (February)

Meeting: Tuesday, May 13, 2024 at 9:00am (Auditorium)

## Stats for

## DAILY/NEW

Exercise with Matt \$. Started April 29th

Changes

Hula Hoop on Tuesday 11am & Wednesdays at 2:30pm.

Renewal Courses. Tuesday's at 10:00. Wednesday at 6pm

Hearing tests and Hair Cuts 6/3.

## Soldiers Wish list packing, on going. 5 helpers

**REMINDER!!** 

Dinner and a Show 5/20. \$10. Are We Old Yet?? Pizza, salad & desert for dinner.

Doors open at 5:30

**Dinner at 6PM** 

**Presentation at 7PM** 

PLEASE SIGN UP WITH CAROLYN TO HELP.

CELEBRATION FOR FATHERS & MOTHERS DAY. MAY 24, 11AM. FRENCH TOAST BUFFET FOR BOTH. \$15

## **FYI**

New employee-ASHLEY VALDEZ STARTED APRIL 4TH. WE LOVE HER!!

FOUNDERS DAY VOLUNTEERS FOR CRAFTING TABLE AND REPRESENTING CENTER (SIGN UP WITH CAROLYN)

#### **NEWSLETTER AD CAMPAIGN**

STEVE JAGUSCH

**CREATIVE ELDER CARE** 

ADVANTAGE GROUP (VERBAL COMMITMENT)

TIMELESS MOBILITY (VERBAL COMITMENT)

AGE WITH GRACE (VERBAL COMMITMENT)

**PATTI JANETTE** 

MICHIGAN LEGACY

OAKLAND AUDIOLOGY (VERBAL COMMITMENT)



PERMIT ACTIVITY REPORT

April 2024

## HIGHLAND TOWNSHIP BUILDING DEPARTMENT/PERMIT ACTIVITY REPORT

	April	2024			
TOTAL (forward)\$31,					
Additional	fees:				
	Building				\$27
	Electric				\$105
	Plumbing				\$60
	Heating				\$100
	Licenses & Misc Fees				
			sub total:		\$292
MONTH-EI	ND GRAND TOTAL REVENUE				\$31,907
	Total number of all Permits	to date	This Year: Last Year:	534 584	
	Total number of all Electric,	Plumbing, eating	This Year: Last Year:	310 409	
	Total number of Building pe	ermits to date:	This Year: Last Year:	224 175	
	Total number of New Single	e-Family Units:	This Year: Last Year:	5 6	
	Total number of Land Use P	Permits	This Year: Last Year:	9 12	
Dospostful	lly Cummittade	STEVE   TINO			

Respectfully Summitted:

STEVE ITINO

**Building Official** 

Ordinance Dept Supervisor

## Permit by Category with Details

Permit#	Address	4/30/2024 11:59:59 PM <b>Applicant</b>	Estimated Value	Permit Fee	# of Permits
Commercial	, New Building				
PB24-0137	1655 N MILFORD RD	BORLACE ASSOCIATES LLC	\$285000	\$1627	
PB24-0155	2675 S MILFORD RD	VANDREY PROPERTIES LLC	\$150000	\$949	
Commercial	l, New Building		\$435000	\$2576	2
Commercial	, Renovations				
PB24-0123	2370 S MILFORD RD	Haley Law Firm	\$25000	\$234	
PB24-0129	1241 N DUCK LAKE RD	CHARTER TOWNSHIP OF HI	\$12000	\$0	
PB24-0131	2825 E HIGHLAND RD Ste 115	HIGHLAND ROAD PROPERTI	\$2200	\$85	
Commercial	l, Renovations		\$39200	\$319	3
Commercial	, Utility Building				
PB24-0170	2675 S MILFORD RD	VANDREY PROPERTIES LLC	\$70000	\$425	
PB24-0171	1135 N DUCK LAKE RD	APC Towers	\$150000	\$949	
Commercial	l, Utility Building		\$220000	\$1374	2
Deck					
PB24-0119	2299 DAVISTA DR	MGE Carpentry	\$27352	\$211	
PB24-0130	2306 ELKRIDGE CIR	Steven Armstrong	\$17500	\$161	
PB24-0132	3732 LOCH DR	Premier General LLC	\$50000	\$757	
PB24-0138	3329 W CLARICE AVE	Olax Inc	\$20000	\$189	
PB24-0157	3975 Emerald Park Dr	TROMBLEY, CAROL LYNNE	\$15000	\$149	
PB24-0158	6020 Granite Ln	TROMBLEY, CAROL LYNNE	\$6600	\$107	
PB24-0164	3461 HIGH KNOLL DR	Timm Custom Construction	\$26000	\$219	
PB24-0186	3363 Shale Court	Warren Donald Hinzman	\$8000	\$88	
Deck			\$170452	\$1881	8
Electrical				410000000000000000000000000000000000000	
PE24-0097	6452 BRIDLE LN	RIIHILUOMA, MIKA	\$0	\$107	
PE24-0098	116 Beech	Lite Electric	\$0	\$87	
PE24-0099	1905 ELKRIDGE CIR	McChesney Electric Inc	\$0	\$127	
PE24-0100	201 LONE TREE RD	M & D Electric	\$0	\$125	
PE24-0101	6125 CARSCADDEN WAY	Family Heating Co Inc	\$0	\$55	
PE24-0102	2927 WALING WOODS DR	Family Heating Co Inc	\$0	\$54	
PE24-0103	450 N MILFORD RD	J D Wisner Electric	\$0	\$288	
PE24-0104	2964 BEN DR	Family Heating Co Inc	\$0	\$54	

## Permit by Category with Details

Permit#	Address	4/30/2024 11:59:59 PM <b>Applicant</b>	Estimated Value	Permit Fee	# of Permits
PE24-0105	2420 OVERBROOK	Randazzo Mechanical Htg & Cl	\$0	\$54	
PE24-0106	3768 CAPITOL WAY	Family Heating Co Inc	\$0	\$100	
PE24-0107	1300 LUDEAN DR	KOLB, BRIAN T	\$0	\$64	
PE24-0108	1249 WIND VALLEY LN	Dubs Electric	\$0	\$485	
PE24-0109	234 Highland Dr	Chapple Electric Inc	\$0	\$74	
PE24-0110	2913 W Loch Lomond	Chapple Electric Inc	\$0	\$74	
PE24-0111	2542 E Lindsay Ct	Chapple Electric Inc	\$0	\$74	
PE24-0112	2497 W Sinclair	Chapple Electric Inc	\$0	\$74	
PE24-0113	209 Kelly Ct	Chapple Electric Inc	\$0	\$74	
PE24-0114	242 Highland Dr	Chapple Electric Inc	\$0	\$74	
PE24-0115	1617 GLENEAGLES	Family Heating Co Inc	\$0	\$54	
PE24-0116	1488 SCHOONER CV	Oak Electric Service Inc	\$0	\$147	
PE24-0117	1044 Marble Dr	Lite Electric	\$0	\$87	
PE24-0118	197 BRIARWOOD DR	Victory Electric LLC	\$0	\$401	
PE24-0119	3395 W Highland Rd	Osburn Services Inc	\$0	\$74	
PE24-0120	116 Beech	Capitol Supply & Service	\$0	\$81	
PE24-0121	5181 Millstone Ln	Capitol Supply & Service	\$0	\$81	
PE24-0122	137 OAK	Capitol Supply & Service	\$0	\$81	
PE24-0123	53 Ash	Capitol Supply & Service	\$0	\$81	
PE24-0124	11 Cedar Ave	Capitol Supply & Service	\$0	\$81	
PE24-0125	305 FIR CT	Capitol Supply & Service	\$0	\$81	
PE24-0126	2084 JACKSON BLVD	Randazzo Mechanical Htg & Cl	\$0	\$62	
PE24-0127	174 Birch Ave	Lite Electric	\$0	\$87	
PE24-0128	276 Hemlock	Chapple Electric Inc	\$0	\$74	
PE24-0129	2310 PINE BLUFFS CT	Family Heating Co Inc	\$0	\$100	
PE24-0130	2851 CLOVERDALE	HVAC Comfort	\$0	\$128	
PE24-0131	2511 DAVISTA DR	S & L Electric Inc	\$0	\$78	
PE24-0132	3829 CHEVRON DR	Family Heating Co Inc	\$0	\$55	
PE24-0133	209 Kelly Ct	Lite Electric	\$0	\$87	
PE24-0134	2616 Loch Lomond	Capitol Supply & Service	\$0	\$81	
PE24-0135	236 Mac Laren Ct	Capitol Supply & Service	\$0	\$81	
PE24-0136	236 Mac Laren Ct	Capitol Supply & Service	\$0	\$45	
PE24-0137	18 N Shetland	Capitol Supply & Service	\$0	\$81	
PE24-0138	2 Highland Dr.	Capitol Supply & Service	\$0	\$81	
PE24-0139	2487 Mead	Capitol Supply & Service	\$0	\$81	

## Permit by Category with Details

Permit #	Address	Applicant	Estimated Value	Permit Fee	# of Permits
PE24-0140	2000 E HIGHLAND RD	Landry and Sons Electrical	\$0	\$147	
PE24-0141	2901 W Loch Lomond	Capitol Supply & Service	\$0	\$81	
PE24-0142	2499 W Lindsay Ct	Capitol Supply & Service	\$0	\$81	
PE24-0143	2652 E Tartan	Chapple Electric Inc	\$0	\$74	
PE24-0144	2681 Loch Lomond Way	Chapple Electric Inc	\$0	\$74	
PE24-0145	2342 Douglas	Chapple Electric Inc	\$0	\$74	
PE24-0146	2203 Douglas	Chapple Electric Inc	\$0	\$74	
PE24-0147	290 N JOHN ST	LaBelle Electrical Contractors	\$0	\$269	
PE24-0148	1690 GLENEAGLES	Randazzo Mechanical Htg & Cl	\$0	\$55	
PE24-0149	1664 N MILFORD RD	Shiflett Electric	\$0	\$231	
Electrical			\$0	\$5574	53
Fence		1000000 COM			
PB24-0120	3104 ROSEMARY LN	NEYNABER, BRIDGET	\$500	\$88	
PB24-0126	208 N MILFORD RD	DEHAAN, TAYLOR	\$12550	\$88	
PB24-0128	1915 N HICKORY RIDGE RD	GOLOBO, NANCY	\$500	\$88	
PB24-0159	4975 CATHY LN	LABEAU, TIMOTHY S	\$5000	\$88	
PB24-0166	755 W LIVINGSTON RD	SAWYER, CYNTHIA	\$8500	\$88	
Fence			\$27050	\$440	5
Land Use Pe	rmit				
PLU24-0011	4448 CHEVRON DR	SCHMIEDER, JAMES	\$0	\$100	
Land Use Pe	ermit		\$0	\$100	1
Mechanical					
PM24-0080	799 SPIROFF DR	LAMAY, TROY	\$0	\$186	
PM24-0081	245 ELEANOR RD	American Fireplace Dist. Inc	\$0	\$151	
PM24-0082	6125 CARSCADDEN WAY	Family Heating Co Inc	\$0	\$102	
PM24-0083	2927 WALING WOODS DR	Family Heating Co Inc	\$0	\$102	
PM24-0084	2964 BEN DR	Family Heating Co Inc	\$0	\$102	
PM24-0085	592 PERTHSHIRE CT	Andy's Statewide Htg & Clg	\$0	\$380	
PM24-0086	2420 OVERBROOK	Randazzo Mechanical Htg & Cl	\$0	\$112	
PM24-0087	2754 FISHERMANS DR	BENOIT, RICHARD	\$0	\$273	
PM24-0088	290 N JOHN ST	Air Works Heating & Cooling	\$0	\$590	
PM24-0089	1044 Marble Dr	Mobile & Modular Homes Inc	\$0	\$87	
PM24-0090	1617 GLENEAGLES	Family Heating Co Inc	\$0	\$112	

## **Permit by Category with Details**

Permit#	Address	4/30/2024 11:59:59 PM  Applicant	Estimated Value	Permit Fee	# of Permits
PM24-0091	1488 SCHOONER CV	Oak Electric Service Inc	\$0	\$123	
PM24-0092	1905 ELKRIDGE CIR	Keiper Mechanical Inc	\$0	\$99	
PM24-0093	116 Beech	Capitol Supply & Service	\$0	\$102	
PM24-0094	5181 Millstone Ln	Capitol Supply & Service	\$0	\$102	
PM24-0095	137 OAK	Capitol Supply & Service	\$0	\$102	
PM24-0096	53 Ash	Capitol Supply & Service	\$0	\$102	
PM24-0097	11 Cedar Ave	Capitol Supply & Service	\$0	\$102	
PM24-0098	305 FIR CT	Capitol Supply & Service	\$0	\$102	
PM24-0099	2084 JACKSON BLVD	Randazzo Mechanical Htg & Cl	\$0	\$102	
PM24-0100	1261 Pine Ridge Dr. Bldg 8	Mulligan Heating	\$0	\$353	
PM24-0101	2310 PINE BLUFFS CT	Family Heating Co Inc	\$0	\$123	
PM24-0102	492 PENINSULA LAKE DR	Family Heating Co Inc	\$0	\$92	
PM24-0103	242 Highland Dr	Mobile & Modular Homes Inc	\$0	\$87	
PM24-0104	2836 PINE BLUFFS CT	MAS Mechanical LLC	\$0	\$405	
PM24-0105	2851 CLOVERDALE	HVAC Comfort	\$0	\$333	
PM24-0106	233 INVERNESS	Carlo Licata	\$0	\$84	
PM24-0108	3829 CHEVRON DR	Family Heating Co Inc	\$0	\$102	
PM24-0109	2616 Loch Lomond	Capitol Supply & Service	\$0	\$102	
PM24-0110	236 Mac Laren Ct	Capitol Supply & Service	\$0	\$102	
PM24-0111	18 N Shetland	Capitol Supply & Service	\$0	\$102	
PM24-0112	2 Highland Dr.	Capitol Supply & Service	\$0	\$102	
PM24-0113	2487 Mead	Capitol Supply & Service	\$0	\$102	
PM24-0114	2901 W Loch Lomond	Capitol Supply & Service	\$0	\$102	
PM24-0115	2499 W Lindsay Ct	Capitol Supply & Service	\$0	\$102	
PM24-0116	4388 CHEVRON DR	M A S Mechanical	\$0	\$142	
PM24-0117	3407 S WOODLAND DR	DUNCAN, TIFFANY C	\$0	\$242	
PM24-0118	1690 GLENEAGLES	Randazzo Mechanical Htg & Cl	\$0	\$102	
Mechanical			\$0	\$5912	38
Miscellaneo	us				
PB24-0142	2203 Douglas	Ultimate Care & Maintenance	\$2800	\$88	
PB24-0175	2681 Loch Lomond Way	Ultimate Care & Maintenance	\$2800	\$88	
PB24-0176	2349 Mead	Ultimate Care & Maintenance	\$2800	\$88	
PB24-0177	2342 Douglas	Ultimate Care & Maintenance	\$2800	\$88	
PB24-0178	2695 W Murray	Ultimate Care & Maintenance	\$2800	\$88	

## **Permit by Category with Details**

Permit#	Address	Applicant	Estimated Value	Permit Fee	# of Permits
PB24-0179	23 S Shetland	Ultimate Care & Maintenance	\$2800	\$88	
PB24-0180	38 N Shetland Ct.	Ultimate Care & Maintenance	\$2800	\$88	
PB24-0181	2652 E Tartan	Ultimate Care & Maintenance	\$2800	\$88	
PB24-0182	2506 E Lindsay Ct	Ultimate Care & Maintenance	\$2800	\$88	
PB24-0183	279 Highland Dr	Ultimate Care & Maintenance	\$2800	\$88	
PB24-0184	246 Highland Dr	Ultimate Care & Maintenance	\$2800	\$88	
Miscellaneo	us		\$30800	\$968	11
Permit Rene	ewal				
PB24-0167	1965 PERCY LN	JENNINGS, JOHN A	\$0	\$79	
Permit Rene	Permit Renewal		\$0	\$79	1
Plumbing					
PP24-0035	2836 PINE BLUFFS CT	Stone Hollow Properties & Dev	\$0	\$92	
PP24-0036	828 N MILFORD RD	Center Mass Contracting	\$0	\$83	
PP24-0037	1935 OAKLAND DR	Quality Performance Plumbing	\$0	\$119	
PP24-0038	450 N MILFORD RD	RB Plumbing	\$0	\$119	
PP24-0039	1044 Marble Dr	Mobile & Modular Homes Inc	\$0	\$77	
PP24-0040	1905 ELKRIDGE CIR	Keiper Mechanical Inc	\$0	\$137	
PP24-0041	2836 PINE BLUFFS CT	R & B Plumbing Inc	\$0	\$423	
PP24-0042	242 Highland Dr	Mobile & Modular Homes Inc	\$0	\$77	
PP24-0043	632 Perthshire Ct	Tri-County Heating & Cooling	\$0	\$413	
PP24-0044	1489 SHELLY CT	DTL Plumbing LLC	\$0	\$354	
Plumbing			\$0	\$1894	10
Pole Barn		AMARITA TO THE OWNER OF THE OWNER OF THE OWNER OF THE OWNER			
PB24-0124	1501 W WARDLOW RD	WILBERG, MARTIN	\$25000	\$199	
PB24-0135	4910 MALLARDS LNDG	D & J Building	\$50000	\$340	
PB24-0141	400 BEACH FARM CIR	CHARTER TWP OF HIGHLAN	\$12000	\$0	
PB24-0144	4517 DESERT BRIDGE CT	DUQUETTE, EDWARD	\$26000	\$204	
PB24-0152	1950 OLTESVIG LN	Morton Buildings Inc	\$92971	\$555	
Pole Barn			\$205971	\$1298	5
Res. Additio			фгооо	ф2 <b>0</b> г	
PB24-0149	2812 N DUCK LAKE RD	WILSON, TIMOTHY J	\$50000	\$325	

## **Permit by Category with Details**

Permit#	Address	Applicant	Estimated Value	Permit Fee	# of Permits
Res. Additio	ns		\$50000	\$325	1
Res. Misc. Ac	ccessory Structure				
PB24-0169	1622 SANDRA DR	YOUNG, JEFFREY	\$2000	\$88	
Res. Misc. A	ccessory Structure		\$2000	\$88	1
Res. Mobile	Home				
PMH24-0017	1044 Marble Dr	Mobile & Modular Homes Inc	\$0	\$200	
PMH24-0018	242 Highland Dr	Mobile & Modular Homes Inc	\$0	\$200	
Res. Mobile	Home		\$0	\$400	2
Res. Renova	tions				
PB24-0116	3665 BROADVIEW LN	Barrier Free Plus Inc	\$49849	\$339	
PB24-0117	1933 ELKRIDGE CIR	Roof Rite Inc.	\$17671	\$167	
PB24-0118	1392 BLUE HERON DR	Roof Rite Inc.	\$15500	\$157	
PB24-0121	2499 BAY VISTA DR	Roofing PD	\$30599	\$233	
PB24-0122	151 LONE TREE RD	Hansons Window and Constructi	\$12962	\$141	
PB24-0127	1877 GROVE ST	Roof One LLC	\$16315	\$162	
PB24-0133	2159 ADDALEEN RD	American Standard Roofing, LL	\$61960	\$392	
PB24-0136	321 ASBURY CT	Runyan Brothers Construction	\$69295	\$436	
PB24-0139	2678 PINE BLUFFS CT	Quality Home Remodeling	\$16220	\$162	
PB24-0145	1550 WHITE LAKE RD	CAMDEN, CHRISTOPHER M	\$1500	\$81	
PB24-0147	2929 SUNSHINE RD	Renovations Roofing & Remod	\$12500	\$141	
PB24-0148	3130 POLO WAY	Ryan's Superior Roofing	\$27978	\$233	
PB24-0150	1761 GLENEAGLES	Home Pro Roofing	\$22553	\$165	
PB24-0151	5115 EAGLE RD	Victors Roofing	\$29000	\$223	
PB24-0153	3200 LAKEVIEW DR	Mr Roof	\$25650	\$208	
PB24-0154	1845 HIGHLAND DR	Renewal By Anderson LLC	\$14256	\$152	
PB24-0156	1998 JACKSON BLVD	180 Contracting LLC	\$21138	\$182	
PB24-0160	3442 W CLARICE AVE	Giles Construction	\$18000	\$179	
PB24-0161	3408 CHEVRON DR	Wallside Inc	\$2059	\$90	
PB24-0162	3436 LONE TREE RD	Wallside Inc	\$27000	\$213	
PB24-0163	1651 KINGSWAY DR	Wallside Inc	\$5885	\$106	
PB24-0165	2159 ADDALEEN RD	Hughes Building	\$650000	\$3386	
PB24-0168	2898 Boulder Ridge Trail	Mighty Dog Roofing of Novi	\$17000	\$177	
PB24-0172	3484 Emerald Park Drive	Renovations Roofing & Remod	\$9000	\$121	

## Permit by Category with Details

Permit#	Address	Applicant	Estimated Value	Permit Fee	# of Permits
PB24-0173	1243 CAREY AVE	Rapid Roofing	\$14000	\$146	
PB24-0174	2654 Pebble Lane	RIDGEWOOD LLC	\$13000	\$141	
Res. Renova	tions		\$1200889	\$8133	26
Shed					
PB24-0125	5991 ZANDER LN	SESTI, THOMAS P	\$7685	\$88	
PB24-0143	2130 S STONE BARN	BISQUE, SCOTT	\$1000	\$79	
Shed			\$8685	\$167	2
Signs					
PTS24-0002	2230 E HIGHLAND RD	Health Source of Highland	\$0	\$67	
Signs			\$0	\$67	1
Swiming Poo	ols-Hot Tubs/Spas				
PB24-0134	3768 CAPITOL WAY	REYNOLDS TRUSTEE, SCOT	\$6000	\$104	
Swiming Pools-Hot Tubs/Spas			\$6000	\$104	1
Tota	<u>ls</u>		\$2396047	\$31699	173

### CHARTER TOWNSHIP OF HIGHLAND DOWNTOWN DEVELOPMENT AUTHORITY Record of the April 17, 2024, Regular Board Meeting

#### **APPROVED**

Members Present: Supervisor Hamill, Chris Hamill, Cassie Blascyk, Roscoe Smith, Michael Zeolla, Taylor DeHaan, Andy West, Matt Barnes, Dale Feigley

Members Absent: Jennifer Frederick, Michael Zurek

Staff Present: Melissa Dashevich, Executive Director and Cathy Tiderington, Recording Secretary

Guest: Eliabeth Corwin, Planning and Development Director of Highland Township and Grant Charlick, Planning Commission Member Chair of Highland Township

Mr. Smith called the meeting to order at 6:24 pm

Approve minutes of Regular Board Meeting of March 20, 2024:

MRS. HAMILL MOVED TO APPROVE the Regular Board Meeting Minutes of March 20, 2024, with corrections. MR. WEST SUPPORTED THE MOTION and the MOTION CARRIED with a unanimous voice vote; Supervisor Hamill - yes, Chris Hamill - yes, Cassie Blascyk - yes, Roscoe Smith - yes, Michael Zeolla - yes, Taylor DeHaan - yes, Andy West - yes, Matt Barnes - yes, Dale Feigley - yes (9 yes votes)

#### **DIRECTOR'S REPORT**

Mrs. Dashevich gave a detailed report. In addition to the routine management of the program, she attended DEI Training through Main Street Oakland County. She also stated she networked and collaborated with other organizations such as Thrive, Oakland County; HVCA, HWLBA, MSOC and the southwest MSOC Community meetings. She also participated in internal committee meetings such as Design and Promotions which are the hot topics with the upcoming concert season and community festivals. This in result also comes with more responsibilities through the work day. Mrs. Dashevich is working closely with Board member and Design Chair, Cassie Blasyck organizing the DIA Inside Outside Art Exhibit and will be planning an opening reception to kick the event off. The Economic Revitalization Committee work is still regarding the upcoming Quick Book Class and surveys have been sent to see where help is needed in that subject. The survey has been extended allowing more feedback Staff and consultant meetings took place to keep everyone on task with events and marketing there of.

### TREASURER'S REPORT

Mrs. Hamill reported that In March the Highland DDA had \$638,380 in the bank. There is only \$22,467 left on the long term note. The current month had revenue from fundraising as well as TIF money came in from the previous months. There were no major expenditures in March. YTD \$120,000 revenue ahead of expenses at this point.

SUPERVISOR HAMILL MOVED to accept the Treasurer's report as presented. MR. FEIGLEY SUPPORTED, and the MOTION CARRIED with a unanimous roll-call vote; Supervisor Hamill - yes, Chris Hamill - yes, Cassie Blascyk - yes, Roscoe Smith - yes, Michael Zeolla - yes, Taylor DeHaan - yes, Andy West - yes, Matt Barnes - yes, Dale Feigley - yes (9 yes votes).

#### **NEW BUSINESS**

Volunteers Needed to Decorate Parade Float for Founders Day:

Mrs. Dashevich stated that volunteers are needed to decorate the float for the Founders Day Parade. Many of our volunteers are involved with the festival and parade already. This years festival has been improved with more parade participants and an old car show for example. Mrs. Blascyk also shared she is investigating a sponsorship from Oakland County for the festival.

### **OLD BUSINESS**

DDA/Planning Commission Workshop

The DDA/Planning Commission Workshop will be held on Thursday, April 18th at 7:30 pm.

Mrs. Corwin was present this evening, she is responsible for the Master Plan for the entire Township. She spoke to the Highland Station DDA guiding documents, the Design Guidelines, Development Plan and the Zoning Ordinance. These documents are used to inform decisions on prospects that might be developed. Typically this should happen every 5 years.

The Zoning Ordinance Framework Map called Highland Station Commercial, was the main focus this evening. There is talk of a gas station/mixed used being proposed at the old lumber yard property. This frame work needs to be updated to address such amenities as lighting, parking and signage if a gas station was to be developed. She explained the process involved with drafting an ordinance and the steps it needs to take including public hearing.

It was also discussed the Design Guidelines will need to be updated as well. Standards need to be suggested on how a gas station would look like in the Highland Station District. MDOT will also be a partner in this and will need to approve it.

Ms. Corwin stated she will start drafting an ordinance and the DDA needs to begin work on their 2029 TIF. Ms. Corwin requests that the board be at the meeting on April 18, 2024 which is the DDA/Planning Commission Workshop as mentioned above.

### Colasanti's Boardwalk Update:

Mrs. Blascyk reported that permitting is in limbo, have not gotten the easement agreement signed yet and the owner of Colasantis is responsible for the demolition of the current board walk. The demolition will not require any road closures. This will be going out to bid very soon

### Board Member Binders vs. Tablets Discussion:

Mrs. Corwin went through the different options of generic tablets and I pads Versions 9 and 10. The cost of the purchase for the board members and the significant savings in postage and papers as well as staff time was discussed. All those present that evening but one person expressed interest in having an iPad. Supervisor Hamill asked to make a budget amendment for the next meeting.

MR. ZEOLLA MOVED TO APPROVED the purchase of an iPad version 9 for each requesting board member. MRS. HAMILL SUPPORTED THE MOTION and the MOTION CARRIED with a voice vote; Supervisor Hamill - yes, Chris Hamill - yes, Cassie Blascyk - yes, Roscoe Smith - yes, Michael Zeolla - yes, Taylor DeHaan - yes, Andy West - yes, Matt Barnes - yes, Dale Feigley - yes (9 yes votes).

Update on Veteran Park and Ticket Station Relocation:

Mrs. Dashevich received a layout from Mrs. Blascyk for the concerts starting in July. Supervisor Hamill stated layout will not change this year and the stage will remain where it is. Mrs. Dashevich and Mrs. Blascyk will look into the purchase and use of sail cloths for shade.

#### **BOARD MEMBER COMMENTS**

Mr. Feigley asked when we will be getting a new Christmas Tree in Veteran Park. Mrs. Blascyk replied the Design Committee is working on the park plan.

### **COMMUNITY REPORTS**

Design

Veteran Park Design Committee Meeting will take place on April 24, 2024 at Steeple Hall

Mural Meeting on May 1, 2024

*DIA Inside Out Exhibit* - Mrs. Dashevich stated there are nine art exhibits for the DIA Inside Out Exhibit. Mrs. Blascyk said there will be a special event ribbon cutting for the art gallery opening.

Local Temporary Art Installation - HVCA Walkway - Aiming for June:

Mrs. Blascyk stated the outdoor art gallery at Steeple Hall cannot be done with the current site improvements. There will instead be a temporary art installation and will mimic Marquette Michigan. This will be interactive, and the walkway will be used. There is \$3,500 available for this. It will be a trial run and we will see how well the public receives it. Would like to tie it in with Farmer's Market, later in the season, like September.

Economic Restructuring

Ladies Day Out - April 27, 2024:

Mrs. Tiderington reported that the Ladies Day Out is on-track.

Quick Book Surveys Distributed to Businesses:

Mrs. Dashevich reported that the surveys are positive for Quick Book classes. She will be sharing this information with the city of Holly and other Oakland County communities. She is meeting with the Highland White Lake Business Association as they are tailoring classes for their business's wants and needs.

Organization

Bylaws Review:

Mrs. Dashevich asked that the board members review the Bylaws as they have expanded.

Mr. Feigley questioned Article 6 requiring the four standing committees to have a minimum of three board members at each. Mrs. Blascyk said the Board needs to be more involved. Mrs. Dashevich suggested its best to support activities instead of committees. Mr. Zeolla asked if it can be changed to say a community member instead of a board member?

Mrs. Dashevich asked to review Article 5, Section 4 that reads, "A quorum shall exist where a simple majority of current HDDA board members are present, a minimum of five members are

required to have a meeting of record". She believes this number should be according to the current number of board members, is board members one over half. Mrs. Dashevich said that would be six members currently for one over half. Supervisor Hamill stated that you would need to have five for a meeting of record (can vote and have a meeting of record), a quorum takes five people and three people can make a decision. Mrs. Blascyk stated that the confusion will need to be addressed.

On page two for the election of officers; the change is to elect new officer(s) in December; it is usually the first meeting of the current year. Also, the Secretary shall maintain custody of record, Mrs. Hamill our Treasurer, does not maintain records. Mrs. Blascyk stated this secretary just makes sure records are current. Mrs. Hamill will look into this subject.

Mrs. Dashevich reviewed Article 5, Section 2 for rules of order meeting in conformance of Roberts rules. She did not know if we want that in there? Supervisor Hamill stated yes, that if we get a contentious board we have it in there and the chairperson has the right to enforce the rules.

Mr. Smith questioned Article 4, Section 2 on new members being appointed by the Supervisor. Supervisor Hamill stated the Bylaw's should be changed to DDA Board shall recommend to the Supervisor candidates for appointment to be presented to the Township Board for approval.

#### **Promotions**

Concerts Update: Mrs. Dashevich is working on the written contracts and all moving along as planned.

Festivals update: Information included in Board member's packets.

#### **MSOC**

### Award nominations:

Mrs. Dashevich and Mrs J Blascyk are currently working on this and June 6th is the Main Event and will take place in Rochester.

### DISTRICT DEVELOPMENT

Mrs. Blascyk noted that Oakland Audiology is coming in located near North Valley Internal Medicine.. The old Synergy location property was purchased but won't be able to use the pole barn for the business until site improvements are done; one half of the house will be rented, and the other portion will be used for security business along with a permit to park a Taco Truck out front.

Mrs. Smith passed out Craine's Detroit article on Sheetz.

#### CALL TO THE PUBLIC

Nothing to report.

#### **ADJOURN**

Meeting adjourned at 9:10 pm.

BALANCE SHEET MARCH 31, 2024

### GENERAL FUND

101-000-004.000 101-000-008.000 101-000-010.000		93.34 1,087.10 4,773,185.99	
101-000-072.000	COUNTY OF OAKLAND HURON VALLEY SCHOOLS	( 550.50) ( 224.50)	
101-000-078.000	DUE FROM STATE REVENUES DUE TO/FROM CABLE TV FEES	354,584.00 72,949.66	
	TOTAL ASSETS	=	5,201,125.09
	LIABILITIES AND EQUITY		
	LIABILITIES		
101-000-202.001 101-000-202.002 101-000-202.005 101-000-222.000 101-000-231.000 101-000-231.002 101-000-339.000	PLANNING ESCROW PAYABLES OAKLAND CO. ANIMAL CONTROL PR W/H FICA	175,084.00 8,392.78 166,980.38 228.85 215.94 13,989.68 698,057.63	
	TOTAL LIABILITIES		1,062,949.26
	FUND EQUITY		
	FUND BALANCE-ASSIGN CAPITAL IM FUND BALANCE	1,500,000.00 2,182,169.83	
	REVENUE OVER EXPENDITURES - YTD	456,006.00	
	TOTAL FUND EQUITY		4,138,175.83

5,201,125.09

TOTAL LIABILITIES AND EQUITY

REVENUES WITH COMPARISON TO BUDGET FOR THE 3 MONTHS ENDING MARCH 31, 2024

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
	REVENUE						
101-000-402.000	CURRENT PROPERTY TAX	592,981.00	592,981.00	565,597.70	5,678.27	27,383.30	95.38
101-000-404.000	SALES TAX	2,169,289.00	2,219,289.00	354,584.00	.00	1,864,705.00	15.98
101-000-412.000	DELINQUENT P. PROPERTY TAX	.00	.00	416.87	.82	( 416.87)	.00
101-000-423.000	MOBILE HOME TAXES	8,000.00	8,000.00	2,079.50	692.00	5,920.50	25.99
101-000-477.000	CABLE TV FRANCHISE FEES	300,000.00	300,000.00	72,949.66	.00	227,050.34	24.32
101-000-478.000	DOG LICENSES	1,500.00	1,500.00	694.00	296.00	806.00	46.27
101-000-490.000	OTHER LIC. & PERMIT	5,000.00	5,000.00	2,781.50	972.00	2,218.50	55.63
101-000-491.000	BUILDING PERMITS	200,000.00	200,000.00	42,879.40	19,216.40	157,120.60	21.44
101-000-491.001	HEATING PERMITS	50,000.00	50,000.00	11,461.40	4,365.00	38,538.60	22.92
101-000-491.002	PLUMBING PERMITS	42,000.00	42,000.00	4,851.00	1,690.00	37,149.00	11.55
101-000-491.003	ELECTRICAL PERMITS	88,000.00	88,000.00	14,094.20	5,996.00	73,905.80	16.02
101-000-522.003	SOC SERV: C D B G REVENUE	50,000.00	50,000.00	.00	.00	50,000.00	.00
101-000-528.001	ARPA FEDERAL GRANT REVENUE	710,000.00	710,000.00	.00	.00	710,000.00	.00
101-000-540.000	GRANT REVENUE	.00	.00	77.00	.00	( 77.00)	.00
101-000-584.005	METRO AUTHORITY	27,000.00	27,000.00	.00	.00	27,000.00	.00
101-000-584.013	LOCAL COMMUNITY STABILIZ. AUTH	.00	.00	13,049.70	.00	( 13,049.70)	.00
101-000-607.002	CONTRACTORS REGISTRATIONS	3,000.00	3,000.00	552.00	195.00	2,448.00	18.40
101-000-607.019	SUMMER TAX COLLECTION FEE	50,000.00	50,000.00	.00	.00	50,000.00	.00
101-000-607.022	ENHANCE ACCESS FEES	6,000.00	6,000.00	1,402.27	.00	4,597.73	23.37
101-000-607.034	ADMINISTRATION FEES	42,000.00	42,000.00	.00	.00	42,000.00	.00
101-000-608.025	DISTRICT COURT MONIES	50,000.00	50,000.00	11,996.40	5,169.82	38,003.60	23.99
101-000-628.015	ZONING BD. OF APPEALS	7,000.00	7,000.00	2,200.00	825.00	4,800.00	31.43
101-000-628.016	SITE PL. REVIEW, OTHERS	6,000.00	6,000.00	1,950.00	100.00	4,050.00	32.50
101-000-642.000	SALE OF CEMETERY LOTS	5,000.00	5,000.00	4,500.00	500.00	500.00	90.00
101-000-651.007	ACTIVITY CENTER REVENUES	3,000.00	3,000.00	2,750.00	825.00	250.00	91.67
101-000-665.000	INTEREST EARNINGS	50,000.00	50,000.00	44,926.12	21,934.45	5,073.88	89.85
101-000-666.001	MMRMA DISTRIBUTION	.00	.00	51,363.00	.00	( 51,363.00)	.00
101-000-667.001	PARK: RENTALS	.00	.00	150.00	100.00	( 150.00)	.00
101-000-667.010	ACT CTR STEEPLE HALL UTILITIES	5,000.00	5,000.00	1,013.21	83.00	3,986.79	20.26
101-000-667.035	POLICE LEASE PAYMENTS	28,000.00	28,000.00	6,999.99	2,333.33	21,000.01	25.00
101-000-667.288	WOTA RENT	25,000.00	25,000.00	25,000.00	.00	.00	100.00
101-000-676.018	ELECTION REIMBURSEMENT	45,000.00	45,000.00	( 2,373.84)	961.74		( 5.28)
101-000-676.030	SNOW REMOVAL REIMBURSEMENT	7,500.00	7,500.00	7,815.08	.00	( 315.08)	104.20
101-000-677.031	MISCELLANEOUS	15,000.00	15,000.00	3,162.46	680.00	11,837.54	21.08
101-000-692.000	APPROPRIATION FUND BAL.	.00	31,743.00	.00	.00	31,743.00	.00
101-000-032.000	AIT NOT KIAHOK TOND DAE.		01,740.00				
	REVENUE	4,591,270.00	4,673,013.00	1,248,922.62	72,613.83	3,424,090.38	26.73
	TOTAL FUND REVENUE	4,591,270.00	4,673,013.00	1,248,922.62	72,613.83	3,424,090.38	26.73

**EXPENDITURES WITH COMPARISON TO BUDGET** FOR THE 3 MONTHS ENDING MARCH 31, 2024

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
	LEGISLATIVE						
101-102-702.000	LEGISLATIVE: SALARIES	27,552.00	27,552.00	6,441.80	3,262.40	21,110.20	23.38
101-102-820.000	LEGISLATIVE: DUES/ED/TRAVEL	6,000.00	6,000.00	.00	.00	6,000.00	.00
	TOTAL LEGISLATIVE	33,552.00	33,552.00	6,441.80	3,262.40	27,110.20	19.20
	SUPERVISOR						
101-171-702.000	SUP DEPT: SALARIES	89,789.00	89,789.00	20,720.46	10,360.23	69,068.54	23.08
101-171-703.002	SUP DEPT: ASSISTANT WAGE F-T	53,488.00	53,488.00	12,343.53	6,171.76	41,144.47	23.08
101-171-704.003	SUP DEPT: CLERICAL WAGE P-T	33,409.00	33,409.00	6,587.06	3,384.94	26,821.94	19.72
101-171-704.005	SUP DEPT: MAINT WAGE P-T	34,507.00	34,507.00	7,847.84	3,843.84	26,659.16	22.74
101-171-704.007	SUP: COMMUNICATIONS WAGE P-T	31,743.00	31,743.00	6,504.48	3,178.57	25,238.52	20.49
101-171-705.000	SUP: PART-TIME SEASONAL MAINT	26,516.00	26,516.00	1,825.15	770.15	24,690.85	6.88
101-171-705.001	SUP: SEASONAL FLOATER WAGE P-	15,174.00	15,174.00	203.39	203.39	14,970.61	1.34
101-171-820.000	SUP DEPT: DUES/ED/TRAVEL	2,500.00	2,500.00	180.00	.00	2,320.00	7.20
	TOTAL SUPERVISOR	287,126.00	287,126.00	56,211.91	27,912.88	230,914.09	19.58
	ACCOUNTING						
101-191-703.000	ACCTG: BOOKKEEPER WAGE F-T	62,823.00	62,823.00	28,064.95	15,999.16	34,758.05	44.67
101-191-704.001	ACCTG: P-T ASSISTANT	27,649.00	27,649.00	6,404.24	3,202.12	21,244.76	23.16
101-191-820.000	ACCTG: DUES/ED/TRAVEL	3,000.00	3,000.00	750.00	.00	2,250.00	25.00
	TOTAL ACCOUNTING	93,472.00	93,472.00	35,219.19	19,201.28	58,252.81	37.68
	CLERK						
101-215-702.002	CLERK: SALARIES	85,299.00	85,299.00	19,684.44	9,842.22	65,614.56	23.08
101-215-703.001	CLERK: DEPUTY WAGE F-T	66,984.00	66,984.00	15,251.44	7,539.84	51,732.56	22.77
101-215-703.005	CLERK: CLERICAL WAGE F-T	45,299.00	45,299.00	10,441.92	5,226.77	34,857.08	23.05
101-215-720.000	CLERK: RECORDING SECTY	1,800.00	1,800.00	.00	.00	1,800.00	.00
101-215-721.007	CLERK: ELECTION INSPECTORS	40,000.00	40,000.00	16,095.50	16,095.50	23,904.50	40.24
101-215-721.008	CLERK: ELECTION WAGE	10,000.00	10,000.00	.00	.00	10,000.00	.00
101-215-730.000	CLERK: ELECTION EXPENSES SUPP	35,000.00	35,000.00	5,817.91	3,306.52	29,182.09	16.62
101-215-820.000	CLERK: DUES/ED/TRAVEL	7,000.00	7,000.00	216.54	100.00	6,783.46	3.09
101-215-935.000	CLERK: VOTING EQUIP MAINT	7,050.00	7,050.00	1,632.00	.00	5,418.00	23.15
101-215-957.000	CLERK: ELECT EXP TO BE REIMBUR	20,000.00	20,000.00	11,292.18	11,292.18	8,707.82	56.46
101-215-957.001	CLERK: ELECTION WAGE TO REIMBU	25,000.00	25,000.00	13,602.60	8,803.80	11,397.40	54.41
	TOTAL CLERK	343,432.00	343,432.00	94,034.53	62,206.83	249,397.47	27.38

**EXPENDITURES WITH COMPARISON TO BUDGET** FOR THE 3 MONTHS ENDING MARCH 31, 2024

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
	TREASURER						
101-253-702.001	TREAS: SALARIES	85,299.00	85,299.00	19,747.44	9,905.22	65,551.56	23.15
101-253-703.000	TREAS: DEPUTY WAGE F-T	59,094.00	59,094.00	13,760.77	6,941.00	45,333.23	23.29
101-253-703.003	TREAS: CLERICAL WAGE F-T	39,087.00	39,087.00	9,106.54	4,595.27	29,980.46	23.30
101-253-705.004	TREAS: PART-TIME SEASONAL	6,843.00	6,843.00	1,158.00	396.00	5,685.00	16.92
101-253-820.000	TREAS: DUES/ED/TRAVEL	6,500.00	6,500.00	2,518.00	40.00	3,982.00	38.74
	TOTAL TREASURER	196,823.00	196,823.00	46,290.75	21,877.49	150,532.25	23.52
	ASSESSOR						
101-257-720.000	ASSESSING: CONTRACTUAL SVCS	132,000.00	138,000.00	36,757.98	.00	101,242.02	26.64
101-257-720.001	ASSESSING: TAX BD OF REVIEW	1,500.00	1,500.00	1,854.96	1,854.96	( 354.96)	123.66
101-257-820.000	ASSESSING: DUES/ED/TRAVEL	600.00	600.00	.00	.00	600.00	.00
	TOTAL ASSESSOR	134,100.00	140,100.00	38,612.94	1,854.96	101,487.06	27.56
	GENERAL GOVERNMENT						
101-261-728.000	GEN GOV: OFFICE SUPPLIES	15,000.00	15,000.00	2,821.55	347.65	12,178.45	18.81
101-261-735.000	GEN GOV: POSTAGE	8,000.00	8,000.00	1,847.91	( 554.18)	6,152.09	23.10
101-261-801.001	GEN GOV: PROF SERVICES	25,000.00	25,000.00	2,051.32	2,051.32	22,948.68	8.21
101-261-803.000	GEN GOV: SNOWPLOW SERV	43,000.00	43,000.00	14,210.67	14,210.67	28,789.33	33.05
101-261-804.000	GEN GOV: LEGAL SERVICES	75,000.00	75,000.00	6,854.75	2,271.25	68,145.25	9.14
101-261-805.000	GEN GOV: AUDITING	85,000.00	85,000.00	15,210.00	15,210.00	69,790.00	17.89
101-261-813.000	GEN GOV: STORM WATER PERMIT	500.00	500.00	500.00	.00	.00	100.00
101-261-821.000	GEN GOV: MEMBER FEES	13,000.00	13,000.00	3,643.00	26.00	9,357.00	28.02
101-261-822.000	GEN GOV: BANK FEES	6,000.00	6,000.00	.00	.00	6,000.00	.00
101-261-830.000	GEN GOV: GEN INSURANCE	68,000.00	68,000.00	30,012.00	.00	37,988.00	44.14
101-261-850.000	GEN GOV: FIBER-OTHER COMMUNIC	13,000.00	13,000.00	2,469.00	823.00	10,531.00	18.99
101-261-850.001	GEN GOV: PHONE SERVICE	6,500.00	6,500.00	2,377.04	343.98	4,122.96	36.57
101-261-850.002	GEN GOV: WEBSITE	3,500.00	3,500.00	1,057.00	912.00	2,443.00	30.20
101-261-900.000	GEN GOV: TAX BILL PRINTING	12,000.00	12,000.00	.00	.00	12,000.00	.00
101-261-900.001	GEN GOV: ADVERTISING	25,000.00	25,000.00	858.56	458.56	24,141.44	3.43
101-261-900.002	GEN GOV: PRINTING	10,000.00	10,000.00	490.85	.00	9,509.15	4.91
101-261-920.000	GEN GOV: UTILITIES	75,000.00	75,000.00	17,996.90	8,651.84	57,003.10	24.00
101-261-936.000	GEN GOV: TOWNSHIP MAINTENANCE	45,000.00	45,000.00	8,064.74	4,475.71	36,935.26	17.92
101-261-937.000	GEN GOV: VEHICLE OP MAINT	5,000.00	5,000.00	895.25	530.26	4,104.75	17.91
101-261-938.000	GEN GOV: EQ/SW MAINT CONTRACT	50,000.00	50,000.00	18,454.11	1,302.68	31,545.89	36.91
101-261-955.000	GEN GOV: MISCELLANEOUS	20,000.00	20,000.00	583.63	487.28	19,416.37	2.92
101-261-959.000	GEN GOV: METRO AUTHORITY EXP	27,000.00	27,000.00	9.32	9.32	26,990.68	.03
101-261-971.000	GEN GOV: EQUIP CAP OUTLAY	150,000.00	150,000.00	45,741.99	36,541.99	104,258.01	30.49
101-261-971.001	GEN GOV: COMP CAP OUTLAY	5,000.00	5,000.00	419.74	181.25	4,580.26	8.39
101-261-971.003	GEN GOV: COMPUTER SOFTWARE	18,000.00	18,000.00	301.47	100.49	17,698.53	1.67
101-261-995.401	GEN GOV: TRANS TO CAP IMPROV	1,000,000.00	1,000,000.00	.00	.00	1,000,000.00	.00
	TOTAL GENERAL GOVERNMENT	1,803,500.00	1,853,500.00	176,870.80	88,381.07	1,676,629.20	9.54

**EXPENDITURES WITH COMPARISON TO BUDGET** FOR THE 3 MONTHS ENDING MARCH 31, 2024

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
	GENERAL GOVERNMENT PERSONNE						
101-279-710.000	GGP: EMPLR PAYROLL TAX	105,000.00	105,000.00	27,831.52	14,133.44	77,168.48	26.51
101-279-711.000	GGP: DEFINED CONTRIBUTION PLAN	115,000.00	115,000.00	27,560.65	27,518.06	87,439.35	23.97
101-279-712.000	GGP:HEALTH/DENTAL/LIFE/DIS INS	150,000.00	150,000.00	52,917.39	13,365.32	97,082.61	35.28
101-279-714.003	GGP: UNEMPLOYMENT CLAIMS	.00	.00	( 1,086.00)	.00	1,086.00	.00
101-279-715.000	GGP: CASH IN LIEU BENEF BUYOUT	80,000.00	80,000.00	20,348.87	7,098.73	59,651.13	25.44
101-279-717.002	GGP: BCN HEALTH REIMBURSEMEN	45,000.00	45,000.00	14,541.59	6,161.53	30,458.41	32.31
101-279-718.001	GGP: PTO CASH PAYOUT	20,000.00	20,000.00	.00	.00	20,000.00	.00
	TOTAL GENERAL GOVERNMENT PER	515,000.00	515,000.00	142,114.02	68,277.08	372,885.98	27.59
	BUILDING						
101-371-703.000	BLDG: INSPECTOR WAGE F-T	71,386.00	71,386.00	16,474.55	8,237.27	54,911.45	23.08
101-371-703.001	BLDG: CLERICAL WAGE 1 F-T	42,976.00	42,976.00	10,453.55	5,226.77	32,522.45	24.32
101-371-703.002	BLDG: CLERICAL WAGE 2 F-T	40,653.00	40,653.00	9,372.11	4,691.26	31,280.89	23.05
101-371-705.000	BLDG: PART-TIME SEASONAL	8,845.00	8,845.00	.00	.00	8,845.00	.00
101-371-735.000	BLDG: POSTAGE	600.00	600.00	90.29	90.29	509.71	15.05
101-371-801.000	BLDG: INSP/ELEC/PLUMB/HTG	175,000.00	175,000.00	20,136.13	9,311.58	154,863.87	11.51
101-371-801.001	BLDG: SEWER TAP INSP	500.00	500.00	.00	.00	500.00	.00
101-371-820.000	BLDG: DUES/ED/TRAVEL	12,500.00	12,500.00	.00	.00	12,500.00	.00
	TOTAL BUILDING	352,460.00	352,460.00	56,526.63	27,557.17	295,933.37	16.04
	CEMETERY						
101-567-935.000	CEMETERY: SEXTON	49,704.00	49,704.00	12,426.00	4,142.00	37,278.00	25.00
101-567-935.001	CEMETERY: MAINTENANCE	15,000.00	15,000.00	.00	.00	15,000.00	.00
	TOTAL CEMETERY	64,704.00	64,704.00	12,426.00	4,142.00	52,278.00	19.20
	SOCIAL SERVICES						
101-670-705.000	SOC SERV: CROSSING GUARDS	16,000.00	16,000.00	4,157.63	2,481.83	11,842.37	25.99
101-670-880.000	SOC SERV: COMMUNITY PROMOTION	8,500.00	8,500.00	.00	.00	8,500.00	.00
101-670-881.000	SOC SERV: YOUTH PROMOTION	8,500.00	8,500.00	.00	.00	8,500.00	.00
101-670-882.000	SOC SERV: DECOR-XMAS LIGHTS	5,000.00	5,000.00	175.00	.00	4,825.00	3.50
101-670-967.005	SOC SERV: CDBG EXPENSES	50,000.00	50,000.00	4,335.00	4,335.00	45,665.00	8.67
	TOTAL SOCIAL SERVICES	88,000.00	88,000.00	8,667.63	6,816.83	79,332.37	9.85

**EXPENDITURES WITH COMPARISON TO BUDGET** FOR THE 3 MONTHS ENDING MARCH 31, 2024

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
	ACTIVITY CENTER						
101-672-703.000	ACTIVITY CTR: DIR. WAGE F-T	53,221.00	53,221.00	12,280.53	6,140.26	40,940.47	23.07
101-672-703.001	ACT CTR: COORDINATOR WAGE F-T	.00	30,817.00	1,464.00	1,464.00	29,353.00	4.75
101-672-703.002	ACT CTR:COMMUNICATION WAGE F-	40,116.00	40,116.00	9,256.53	4,628.26	30,859.47	23.07
101-672-704.001	ACT CTR: COORDINATOR WAGE P-T	29,432.00	24,400.00	5,660.80	2,264.32	18,739.20	23.20
101-672-704.003	ACT CTR: CLERICAL WAGE P-T	27,045.00	11,000.00	3,396.80	510.40	7,603.20	30.88
101-672-704.006	ACTIVITY CTR: SECURITY P-T	7,000.00	7,000.00	1,105.20	778.80	5,894.80	15.79
101-672-704.007	ACTIVITY CTR: MAINTEN WAGE P-T	13,989.00	12,989.00	2,493.66	1,309.62	10,495.34	19.20
101-672-704.008	ACT CTR: FLOATER WAGE P-T	.00	17,800.00	1,663.20	792.00	16,136.80	9.34
101-672-728.000	ACTIVITY CTR: OFFICE SUPPLIES	3,000.00	3,000.00	459.14	281.18	2,540.86	15.30
101-672-729.000	ACTIVITY CTR: OPER. SUPPLIES	6,000.00	6,000.00	717.52	225.33	5,282.48	11.96
101-672-735.000	ACTIVITY CTR: POSTAGE	2,500.00	2,500.00	3.51	3.51	2,496.49	.14
101-672-820.000	ACTIVITY CTR: DUES/ED/TRAVEL	1,200.00	1,200.00	75.00	.00	1,125.00	6.25
101-672-850.000	ACTIVITY CTR: PHONE SERVICE	1,500.00	1,500.00	217.25	72.42	1,282.75	14.48
101-672-850.001	ACTIVITY CTR: INTERNET SERVICE	2,500.00	2,500.00	323.94	107.98	2,176.06	12.96
101-672-850.002	STEEPLE HALL: INTERNET SERVICE	3,500.00	3,500.00	843.48	281.16	2,656.52	24.10
101-672-900.000	ACTIVITY CTR: ADVERT./PRINTING	8,000.00	8,000.00	.00	.00	8,000.00	.00
101-672-920.000	ACTIVITY CTR: UTILITIES	11,000.00	11,000.00	2,185.91	836.01	8,814.09	19.87
101-672-920.002	STEEPLE HALL: UTILITIES	9,000.00	9,000.00	1,614.05	877.33	7,385.95	17.93
101-672-936.000	ACTIVITY CTR: BUILDING MAINT	6,000.00	6,000.00	560.88	283.55	5,439.12	9.35
101-672-936.002	STEEPLE HALL: BUILDING MAINT	20,000.00	20,000.00	2,099.13	119.30	17,900.87	10.50
101-672-938.000	ACTIVITY CTR: OFF. EQUIP MAINT	2,500.00	2,500.00	826.13	656.64	1,673.87	33.05
	TOTAL ACTIVITY CENTER	247,503.00	274,043.00	47,246.66	21,632.07	226,796.34	17.24
	PLANNING & ORDINANCE						
101-701-703.001	PLNG: DIR.PLAN & DEV. WAGE F-T	86,190.00	86,190.00	19,890.00	9,945.00	66,300.00	23.08
101-701-703.003	PLNG: ZONING ADMIN WAGE F-T	48,859.00	48,859.00	11,352.20	5,638.51	37,506.80	23.23
101-701-703.004	OE: ZONING ADMIN. WAGE F-T	58,406.00	58,406.00	13,477.53	6,738.77	44,928.47	23.08
101-701-703.005	OE: ORDINANCE OFFICER WAGE F-T	34,457.00	34,457.00	7,871.99	3,975.75	26,585.01	22.85
101-701-704.005	OE:ORDIN OFFICER WAGE ASST P-T	.00	31,743.00	1,126.18	1,126.18	30,616.82	3.55
101-701-820.000	PLNG: DUES/ED/TRAVEL	4,400.00	5,000.00	1,735.02	.00	3,264.98	34.70
101-701-935.000	OE: VIOLATION CORRECTIONS	3,000.00	3,000.00	.00	.00	3,000.00	.00
	TOTAL PLANNING & ORDINANCE	235,312.00	267,655.00	55,452.92	27,424.21	212,202.08	20.72
	ZONING BOARD OF APPEALS (ZBA)						
101 700 700 000	TRA MEETING DAY	45 400 00	45 400 00		0.005.00	40 705 00	47.04
101-702-720.000	ZBA: MEETING PAY	15,480.00	15,480.00	2,685.00	2,205.00	12,795.00	17.34
101-702-720.001	ZBA: RECORDING SECRETARY	2,400.00	2,400.00	.00	.00	2,400.00	.00
101-702-801.000	ZBA: PROFESSIONAL SERVICES	500.00	500.00	.00	.00	500.00	.00
101-702-820.000	ZBA: DUES/ED/TRAVEL	1,000.00	1,000.00	90.00	90.00	910.00	9.00
101-702-900.000	ZBA: ADVERTISING	5,000.00	5,000.00	336.72	336.72	4,663.28	6.73
	TOTAL ZONING BOARD OF APPEALS	24,380.00	24,380.00	3,111.72	2,631.72	21,268.28	12.76

**EXPENDITURES WITH COMPARISON TO BUDGET** FOR THE 3 MONTHS ENDING MARCH 31, 2024

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
	PLANNING COMMISSION						
101-703-720.000	PLNG COMM: RECORDING SECTY	2,400.00	2,400.00	.00	.00	2,400.00	.00
101-703-720.001	PLNG COMM: COMMISSION	19,800.00	19,800.00	3,210.00	1,710.00	16,590.00	16.21
101-703-720.002	PLNG COMM: SUB-COMMITTEE	750.00	750.00	.00	.00	750.00	.00
101-703-801.000	PLNG COMM: MASTER PLAN PROF.	5,000.00	5,000.00	2,507.50	642.50	2,492.50	50.15
101-703-801.001	PLNG COMM: ORDINANCE REVISION	8,000.00	8,000.00	.00	.00	8,000.00	.00
101-703-820.000	PLNG COMM: DUES/ED/TRAVEL	2,000.00	2,000.00	.00	.00	2,000.00	.00
101-703-900.000	PLNG COMM: ADVERTISING/PRTG	5,500.00	5,500.00	439.20	439.20	5,060.80	7.99
	TOTAL PLANNING COMMISSION	43,450.00	43,450.00	6,156.70	2,791.70	37,293.30	14.17
	PARKS						
101-751-729.000	PARKS: HIGHLAND STATION	3,500.00	3,500.00	.00	.00	3,500.00	.00
101-751-729.001	PARKS: VETERAN'S PARK	2,500.00	2,500.00	811.99	583.99	1,688.01	32.48
101-751-729.002	PARKS: HICKORY RIDGE	3,000.00	3,000.00	250.00	.00	2,750.00	8.33
101-751-729.003	PARKS: DUCK LAKE PINES	3,000.00	3,000.00	584.76	194.79	2,415.24	19.49
101-751-801.006	PARKS: FIREWORKS	15,000.00	15,000.00	5,500.00	.00	9,500.00	36.67
101-751-920.000	PARKS: UTILITIES	5,000.00	5,000.00	21.36	( 212.69)	4,978.64	.43
101-751-935.000	PARKS: MAINTENANCE	20,000.00	20,000.00	364.31	125.00	19,635.69	1.82
	TOTAL PARKS	52,000.00	52,000.00	7,532.42	691.09	44,467.58	14.49
	TOTAL FUND EXPENDITURES	4,514,814.00	4,629,697.00	792,916.62	386,660.78	3,836,780.38	17.13
	NET REVENUE OVER EXPENDITURES	76,456.00	43,316.00	456,006.00	( 314,046.95)	412,690.00	

BALANCE SHEET MARCH 31, 2024

### ROAD FUND

	ASSETS		
203-000-010.000	HAULING ROUTE SAVINGS ACCT. CASH - COMBINED SAVINGS HAUL ROUTE RECEIVABLE	665,270.64 53,247.65 8,400.00	
	TOTAL ASSETS	=	726,918.29
	LIABILITIES AND EQUITY		
	LIABILITIES		
203-000-202.001	HAULING ROUTE PAYABLE	14,254.58	
	TOTAL LIABILITIES		14,254.58
	FUND EQUITY		
203-000-390.000	FUND BALANCE	208,192.48	
203-000-392.000	RESTRICTED FUND BALANCE REVENUE OVER EXPENDITURES - YTD	491,344.23	
	REVENUE OVER EXPENDITURES - YTD	13,127.00	
	TOTAL FUND EQUITY	_	712,663.71
	TOTAL LIABILITIES AND EQUITY		726,918.29

**REVENUES WITH COMPARISON TO BUDGET** FOR THE 3 MONTHS ENDING MARCH 31, 2024

### **ROAD FUND**

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
	REVENUE						
203-000-604.000	HAUL ROUTE REVENUE	55,000.00	55,000.00	.00	.00	55,000.00	.00
203-000-665.000	INTEREST EARNINGS	.00	.00	497.00	180.45	( 497.00)	.00
203-000-699.401	TRANSFER IN FROM CAPITAL IMP.	50,000.00	50,000.00	50,000.00	50,000.00		100.00
	REVENUE	105,000.00	105,000.00	50,497.00	50,180.45	54,503.00	48.09
	TOTAL FUND REVENUE	105,000.00	105,000.00	50,497.00	50,180.45	54,503.00	48.09
	ROAD						
203-596-967.000	DUST CONTROL	34,000.00	34,000.00	.00	.00	34,000.00	.00
203-596-967.001	TRI PARTY PROGRAM	40,000.00	40,000.00	37,370.00	37,370.00	2,630.00	93.43
	TOTAL ROAD	74,000.00	74,000.00	37,370.00	37,370.00	36,630.00	50.50
	TOTAL FUND EXPENDITURES	74,000.00	74,000.00	37,370.00	37,370.00	36,630.00	50.50
	NET REVENUE OVER EXPENDITURES	31,000.00	31,000.00	13,127.00	12,810.45	( 17,873.00)	

BALANCE SHEET MARCH 31, 2024

FIRE FUND

	ASSETS		
206-000-010.000	CASH - COMBINED SAVINGS	2,571,438.59	
	TOTAL ASSETS	=	2,571,438.59
	LIABILITIES AND EQUITY		
	FUND EQUITY		
206-000-390.000	FUND BALANCE REVENUE OVER EXPENDITURES - YTD	1,151,571.61 1,419,866.98	

2,571,438.59

2,571,438.59

TOTAL FUND EQUITY

TOTAL LIABILITIES AND EQUITY

REVENUES WITH COMPARISON TO BUDGET FOR THE 3 MONTHS ENDING MARCH 31, 2024

### **FIRE FUND**

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
	REVENUE						
206-000-402.000	CURRENT PROPERTY TAX	1,863,453.00	1,863,453.00	1,745,216.06	17,508.15	118,236.94	93.65
206-000-627.000	RENTAL INSPECTIONS	.00	.00	1,305.00	855.00	( 1,305.00)	.00
206-000-638.000	EMS TRANSPORT	350,000.00	350,000.00	142,108.82	45,606.97	207,891.18	40.60
206-000-665.000	INTEREST ON INVESTMENTS	10,000.00	10,000.00	19,176.72	7,529.86	( 9,176.72)	191.77
206-000-677.000	MISCELLANEOUS	.00	.00	256.66	.00	( 256.66)	.00
	REVENUE	2,223,453.00	2,223,453.00	1,908,063.26	71,499.98	315,389.74	85.82
	TOTAL FUND REVENUE	2,223,453.00	2,223,453.00	1,908,063.26	71,499.98	315,389.74	85.82

**EXPENDITURES WITH COMPARISON TO BUDGET** FOR THE 3 MONTHS ENDING MARCH 31, 2024

### **FIRE FUND**

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
	FIRE						
206-336-702.012	FIRE: CHIEF'S COMPENSATION	86,950.00	86,950.00	20,065.38	10,032.69	66,884.62	23.08
206-336-703.000	FIRE: F-T WAGE MEDIC M.D.	57,439.00	57,439.00	12,017.52	6,008.76	45,421.48	20.92
206-336-703.001	FIRE: F-T WAGE OFFICER D.K.	71,159.00	71,159.00	16,421.22	8,210.61	54,737.78	23.08
206-336-703.002	FIRE: F-T WAGE OFFICER G.B.	72,983.00	72,983.00	16,842.30	8,421.15	56,140.70	23.08
206-336-703.003	FIRE: F-T WAGE MEDIC C.S.	62,096.00	62,096.00	14,329.86	7,164.93	47,766.14	23.08
206-336-703.004	FIRE: F-T WAGE OFFICER M.B.	72,983.00	72,983.00	16,842.30	8,421.15	56,140.70	23.08
206-336-703.005	FIRE: F-T WAGE MEDIC A.G.	62,096.00	62,096.00	14,329.86	7,164.93	47,766.14	23.08
206-336-703.006	FIRE: F-T WAGE MEDIC H.K.	62,096.00	62,096.00	15,411.30	7,705.65	46,684.70	24.82
206-336-703.007	FIRE: F-T WAGE MEDIC K.M.	62,096.00	62,096.00	13,982.82	7,180.41	48,113.18	22.52
206-336-703.008	FIRE: F-T WAGE MEDIC T.M.	62,096.00	62,096.00	13,352.82	6,676.41	48,743.18	21.50
206-336-703.009	FIRE: F-T WAGE MEDIC R.K.	57,250.00	57,250.00	12,896.88	6,448.44	44,353.12	22.53
206-336-703.012	FIRE: F-T WAGE MEDIC R.Y.	57,250.00	57,250.00	12,017.52	6,008.76	45,232.48	20.99
206-336-703.013	FIRE: MARSHAL COMPENSATION	34,460.00	34,460.00	8,031.01	3,975.75	26,428.99	23.31
206-336-703.014	FIRE: F-T WAGE MEDIC M.M.	57,250.00	57,250.00	12,017.52	6,008.76	45,232.48	20.99
206-336-704.001	FIRE: P-T WAGE CLERICAL QA/QI	6,000.00	6,000.00	836.53	.00	5,163.47	13.94
206-336-706.008	FIRE: FIREFIGHTERS PAYROLL	323,853.00	323,853.00	66,274.47	31,931.98	257,578.53	20.46
206-336-707.007	FIRE: F-T OVERTIME	50,000.00	50,000.00	13,525.60	4,708.08	36,474.40	27.05
206-336-709.002	FIRE: FOOD ALLOWANCE	7,500.00	7,500.00	.00	.00	7,500.00	.00
206-336-709.003	FIRE: HOLIDAY ALLOWANCE	37,840.00	37,840.00	.00	.00	37,840.00	.00
206-336-710.000	FIRE: EMPLOYER PAYROLL TAX	96,241.00	96,241.00	20,625.24	10,067.94	75,615.76	21.43
206-336-711.000	FIRE: DEFINED CONTRIBUTION POC	16,193.00	16,193.00	.00	.00	16,193.00	.00
206-336-711.001	FIRE:DEFINED CONTRIBUTION F-T	43,910.00	43,910.00	8,006.94	8,006.94	35,903.06	18.23
206-336-712.001	FIRE:HEALTH/DENTAL/LIFE/DISINS	90,000.00	90,000.00	39,894.24	9,369.10	50,105.76	44.33
206-336-713.000	FIRE: FIREFIGHTERS MEDICAL	25,000.00	25,000.00	7,871.00	.00	17,129.00	31.48
206-336-714.000	FIRE: DISASTER RECOVERY	5,000.00	5,000.00	.00	.00	5,000.00	.00
206-336-715.000	FIRE:CASH IN LIEU BENEF BUYOUT	14,000.00	14,000.00	4,828.28	1,932.26	9,171.72	34.49
206-336-717.000	FIRE: BCN HEALTH REIMBURSEMEN	30,000.00	30,000.00	414.56	.00	29,585.44	1.38
206-336-719.000	FIRE: POST PLAN	24,000.00	24,000.00	.00	.00	24,000.00	.00
206-336-722.009	FIRE: PARAMEDIC TRAINING	14,997.00	14,997.00	( 618.12)	( 618.12)	-	( 4.12)
206-336-722.010	FIRE: INSTRUCTOR TRAINING	5,000.00	5,000.00	3,500.00	.00	1,500.00	70.00
206-336-727.000	FIRE: SUPPLIES	9,450.00	9,450.00	6,422.20	3,029.04	3,027.80	67.96
206-336-731.000	FIRE: MEDICAL SUPPLIES	27,810.00	27,810.00	4,298.80	1,485.24	23,511.20	15.46
206-336-732.000	FIRE: UNIFORMS	15,450.00	15,450.00	1,796.38	823.19	13,653.62	11.63
206-336-750.000	FIRE: VEHICLE GAS/OIL	50,000.00	50,000.00	5,867.17	2,747.25	44,132.83	11.73
206-336-804.000	FIRE: LEGAL SERVICES	5,000.00	5,000.00	70.00	70.00	4,930.00	1.40
206-336-806.001	FIRE: COMPUTERS/SOFTWARE	4,000.00	4,000.00	1,835.66	799.20	2,164.34	45.89
206-336-809.000	FIRE: SOFTWARE MAINTENANCE	20,000.00	20,000.00	2,893.30	95.00	17,106.70	14.47
206-336-820.000	FIRE: DUES & EDUCATION	30,000.00	30,000.00	7,115.98	640.00	22,884.02	23.72
206-336-830.000	FIRE: INSURANCE/BONDS	120,000.00	120,000.00	35,231.00	.00	84,769.00	29.36
206-336-851.000	FIRE: RADIO COMMUNICATIONS	53,000.00	53,000.00	4,278.75	4,200.75	48,721.25	8.07
206-336-890.000	FIRE: PUBLIC EDUCATION	5,000.00	5,000.00	.00	.00	5,000.00	.00
206-336-920.000	FIRE: PUBLIC UTILITIES	61,800.00	61,800.00	23,391.69	8,084.67	38,408.31	37.85
206-336-930.000	FIRE: VEHICLE REPAIR	65,000.00	65,000.00	13,335.92	6,711.47	51,664.08	20.52
206-336-936.000	FIRE: BLDG MAINT/REPAIR	20,000.00	20,000.00	15,625.16	8,823.38	4,374.84	78.13
206-336-937.000	FIRE: EQUIP MAINT	20,600.00	20,600.00	2,027.72	1,068.23	18,572.28	9.84
206-336-955.000	FIRE: MISC EXPENSE	2,500.00	2,500.00	289.50	289.50	2,210.50	11.58
206-336-967.000	FIRE: NEW PROJECTS	2,500.00	2,500.00	.00	.00	2,500.00	.00
_00 000-001.000	. M.L. M.L. HOULDIO		2,000.00			2,000.00	
	TOTAL FIRE	2,179,848.00	2,179,848.00	488,196.28	203,693.50	1,691,651.72	22.40

**EXPENDITURES WITH COMPARISON TO BUDGET** FOR THE 3 MONTHS ENDING MARCH 31, 2024

### **FIRE FUND**

	ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
TOTAL FUND EXPENDITURES	2,179,848.00	2,179,848.00	488,196.28	203,693.50	1,691,651.72	22.40
NET REVENUE OVER EXPENDITURES	43,605.00	43,605.00	1,419,866.98	( 132,193.52)	1,376,261.98	

BALANCE SHEET MARCH 31, 2024

#### POLICE FUND

**ASSETS** 

207-000-004.000 PETTY CASH 207-000-010.000 CASH - COMBINED SAVINGS 50.00 4,908,081.39

TOTAL ASSETS 4,908,131.39

LIABILITIES AND EQUITY

**FUND EQUITY** 

207-000-390.000 FUND BALANCE

REVENUE OVER EXPENDITURES - YTD

1,864,758.90 3,043,372.49

TOTAL FUND EQUITY 4,908,131.39

TOTAL LIABILITIES AND EQUITY 4,908,131.39

REVENUES WITH COMPARISON TO BUDGET FOR THE 3 MONTHS ENDING MARCH 31, 2024

### **POLICE FUND**

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
	REVENUE						
207-000-402.000	CURRENT PROPERTY TAX	3,276,910.00	3,276,910.00	3,126,169.75	31,384.19	150,740.25	95.40
207-000-479.000	RETURNABLE LIQUOR LICENSE FEE	10,000.00	10,000.00	192.50	.00	9,807.50	1.93
207-000-582.000	MINI CONTRACT	12,000.00	12,000.00	.00	.00	12,000.00	.00
207-000-582.001	SCHOOL PARTICIPATION	113,500.00	113,500.00	113,443.55	.00	56.45	99.95
207-000-582.002	AMERICAN AG. CONTRACT	162,000.00	162,000.00	40,500.00	27,000.00	121,500.00	25.00
207-000-665.000	INTEREST EARNINGS	15,000.00	15,000.00	63,075.92	44,768.05	( 48,075.92)	420.51
207-000-677.000	MISCELLANEOUS	.00	.00	20.00	.00	( 20.00)	.00
						<u> </u>	
	REVENUE	3,589,410.00	3,589,410.00	3,343,401.72	103,152.24	246,008.28	93.15
	TOTAL FUND REVENUE	3,589,410.00	3,589,410.00	3,343,401.72	103,152.24	246,008.28	93.15
	POLICE						
207-301-704.001	POLICE: CLERICAL WAGE P-T	41,067.00	41,067.00	8,033.38	4,077.36	33,033.62	19.56
207-301-710.000	POLICE: EMPLOYER PAYROLL TAX	3,500.00	3,500.00	614.58	311.94	2,885.42	17.56
207-301-729.001	POLICE: DISASTER RECOVERY	5,000.00	5,000.00	.00	.00	5,000.00	.00
207-301-807.000	POLICE: OAKLAND CO SHER CONT	2,995,517.00	2,995,517.00	259,084.75	259,084.75	2,736,432.25	8.65
207-301-807.002	POLICE:SCHOOL RESOURCE OFFICE	113,500.00	113,500.00	.00	.00	113,500.00	.00
207-301-807.003	POLICE: MINI CONTRACT	12,000.00	12,000.00	.00	.00	12,000.00	.00
207-301-807.004	POLICE: OVERTIME	235,000.00	235,000.00	20,171.15	20,171.15	214,828.85	8.58
207-301-920.000	POLICE: UTILITIES	16,000.00	16,000.00	1,958.29	602.61	14,041.71	12.24
207-301-935.000	POLICE: SHERIFF'S MAINT	15,500.00	15,500.00	2,905.91	1,730.73	12,594.09	18.75
207-301-940.000	POLICE: SUBSTATION LEASE/LC	28,000.00	28,000.00	6,999.99	2,333.33	21,000.01	25.00
207-301-955.000	POLICE: MISCELLANEOUS	10,000.00	10,000.00	145.00	.00	9,855.00	1.45
207-301-971.000	POLICE: RESERVE EQUIPMENT	2,500.00	2,500.00	.00	.00	2,500.00	.00
207-301-971.001	POLICE: EQUIP CAP OUTLAY	33,500.00	33,500.00	.00	.00	33,500.00	.00
207-301-971.002	POLICE: BUILDING RENOVATIONS	68,500.00	68,500.00	116.18	.00	68,383.82	.17
	TOTAL POLICE	3,579,584.00	3,579,584.00	300,029.23	288,311.87	3,279,554.77	8.38
	TOTAL FUND EXPENDITURES	3,579,584.00	3,579,584.00	300,029.23	288,311.87	3,279,554.77	8.38
	NET REVENUE OVER EXPENDITURES	9,826.00	9,826.00	3,043,372.49	( 185,159.63)	3,033,546.49	

BALANCE SHEET MARCH 31, 2024

### REFUSE FUND

	ASSETS		
227-000-010.000	CASH - COMBINED SAVINGS	1,078,376.51	
	TOTAL ASSETS		1,078,376.51
	LIABILITIES AND EQUITY		
	FUND EQUITY		
227-000-390.000	FUND BALANCE REVENUE OVER EXPENDITURES - YTD	200,618.84 877,757.67	
	TOTAL FUND EQUITY		1,078,376.51

1,078,376.51

TOTAL LIABILITIES AND EQUITY

REVENUES WITH COMPARISON TO BUDGET FOR THE 3 MONTHS ENDING MARCH 31, 2024

### **REFUSE FUND**

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
	REVENUE						
227-000-626.000	REFUSE COLLECTION	1,206,000.00	1,206,000.00	1,147,831.51	.00	58,168.49	95.18
227-000-665.000	INTEREST EARNINGS	1,500.00	1,500.00	4,059.96	1,659.54	( 2,559.96)	270.66
227-000-677.000	MISCELLANEOUS	1,500.00	1,500.00	525.00	165.00	975.00	35.00
227-000-692.000	APPROPRIATION FUND BAL.	2,725.00	2,725.00	.00	.00	2,725.00	.00
	REVENUE	1,211,725.00	1,211,725.00	1,152,416.47	1,824.54	59,308.53	95.11
	TOTAL FUND REVENUE	1,211,725.00	1,211,725.00	1,152,416.47	1,824.54	59,308.53	95.11
	REFUSE						
227-526-801.000	REFUSE: CONTRACTOR	1,092,100.00	1,092,100.00	274,658.80	91,570.96	817,441.20	25.15
227-526-812.000	REFUSE: FUND ADMIN COSTS	27,625.00	27,625.00	.00	.00	27,625.00	.00
227-526-813.001	REFUSE: THIRD PARTY EXPENSES	2,000.00	2,000.00	.00	.00	2,000.00	.00
227-526-967.000	REFUSE: COMM SERVICE PROJ	90,000.00	90,000.00	.00	.00	90,000.00	.00
	TOTAL REFUSE	1,211,725.00	1,211,725.00	274,658.80	91,570.96	937,066.20	22.67
	TOTAL FUND EXPENDITURES	1,211,725.00	1,211,725.00	274,658.80	91,570.96	937,066.20	22.67
	NET REVENUE OVER EXPENDITURES	.00	.00	877,757.67	( 89,746.42)	877,757.67	

BALANCE SHEET MARCH 31, 2024

### OPIOID SETTLEMENT FUND

284-000-010.000	CASH - COMBINED SAVINGS
284-000-079.000	ACCOUNTS RECEIVABLE

**ASSETS** 

2,706.70 41,624.28

TOTAL ASSETS

44,330.98

LIABILITIES AND EQUITY

**FUND EQUITY** 

284-000-360.001 DEFERRED INFLOW 284-000-390.000 FUND BALANCE 41,624.28 2,706.70

TOTAL FUND EQUITY

44,330.98

TOTAL LIABILITIES AND EQUITY

44,330.98

REVENUES WITH COMPARISON TO BUDGET FOR THE 3 MONTHS ENDING MARCH 31, 2024

### **OPIOID SETTLEMENT FUND**

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
	REVENUE						
284-000-685.000	OPIOID SETTLEMENT REVENUES	10,000.00	10,000.00	.00	.00	10,000.00	.00
	REVENUE	10,000.00	10,000.00	.00	.00	10,000.00	.00
	TOTAL FUND REVENUE	10,000.00	10,000.00	.00	.00	10,000.00	.00
	DEPARTMENT 718						
284-718-880.000	OPIOID SETTLEMENT EXPENSE	10,000.00	10,000.00	.00	.00	10,000.00	.00
	TOTAL DEPARTMENT 718	10,000.00	10,000.00	.00	.00	10,000.00	.00
	TOTAL FUND EXPENDITURES	10,000.00	10,000.00	.00	.00	10,000.00	.00
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.00	

BALANCE SHEET MARCH 31, 2024

### CAPITAL IMPROVEMENT FUND

<b>ASSET</b>	S
--------------	---

401-000-010.000	CASH - COMBINED SAVINGS	2,142,058.05
401-000-084.494	DUE TO/FROM DDA	18,741.79
401-000-189.001	LEASE RECEIVABLE NEXTEL 2009	1,228,606.00
401-000-189.002	LEASE RECEIVABLE CINGULAR NEW	153,096.00
401-000-189.003	LEASE RECEIVABLE SPRINT	182,861.00
401-000-189.004	LEASE RECEIVABLE NEXTEL 2021	4,475,159.00

TOTAL ASSETS 8,200,521.84

#### LIABILITIES AND EQUITY

### **FUND EQUITY**

	REVENUE OVER EXPENDITURES - YTD	(	48,762.84)
401-000-390.000	FUND BALANCE		2,535,982.68
401-000-360.004	DEFERRED INFLOW 2021 NEXTEL		4,210,439.00
401-000-360.003	DEFERRED INFLOW SPRINT		177,794.00
401-000-360.002	DEFERRED INFLOW NEW CINGULAR		152,553.00
401-000-360.001	DEFERRED INFLOW 2009 NEXTEL		1,172,516.00

TOTAL FUND EQUITY 8,200,521.84

TOTAL LIABILITIES AND EQUITY 8,200,521.84

**REVENUES WITH COMPARISON TO BUDGET** FOR THE 3 MONTHS ENDING MARCH 31, 2024

### **CAPITAL IMPROVEMENT FUND**

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
	REVENUE						
401-000-665.000	INTEREST EARNINGS	30,000.00	30,000.00	22,337.14	7,610.09	7,662.86	74.46
401-000-665.001	INTEREST EARNINGS DDA LOAN	2,000.00	2,000.00	163.64	46.81	1,836.36	8.18
401-000-667.002	CELL TOWER LEASE	175,000.00	175,000.00	33,525.84	12,057.64	141,474.16	19.16
401-000-677.000	MISCELLANEOUS	.00	.00	( 37.00)	.00	37.00	.00
401-000-699.000	OPERATING TRANSFER IN	1,000,000.00	1,000,000.00	.00	.00	1,000,000.00	.00
	REVENUE	1,207,000.00	1,207,000.00	55,989.62	19,714.54	1,151,010.38	4.64
	TOTAL FUND REVENUE	1,207,000.00	1,207,000.00	55,989.62	19,714.54	1,151,010.38	4.64
	GENERAL GOVERNMENT						
401-261-971.001	TOWNSHIP IMPROVEMENTS	100,000.00	100,000.00	3,025.10	.00	96,974.90	3.03
401-261-971.005	TOWNSHIP LIGHTING & SIGNAGE	30,000.00	30,000.00	.00	.00	30,000.00	.00
401-261-971.013	SEWER ANTICIPATION EXPENSE	100,000.00	100,000.00	.00	.00	100,000.00	.00
401-261-971.020	250 W LIVINGSTON IMPROVEMENTS	150,000.00	150,000.00	51,250.00	.00	98,750.00	34.17
401-261-995.103	TRANSFER TO ROAD FUND	50,000.00	50,000.00	50,000.00	50,000.00	.00	100.00
401-261-995.402	TRANSFER TO FIRE CAPITAL FUND	.00	151,000.00	.00	.00	151,000.00	.00
	TOTAL GENERAL GOVERNMENT	430,000.00	581,000.00	104,275.10	50,000.00	476,724.90	17.95
	ANNEX						
401-523-971.000	STEEPLE HALL IMPROVEMENTS	40,000.00	40,000.00	477.36	477.36	39,522.64	1.19
	TOTAL ANNEX	40,000.00	40,000.00	477.36	477.36	39,522.64	1.19
	CEMETERY						
401-567-971.000	CEMETERY IMPROVEMENTS	25,000.00	25,000.00	.00	.00	25,000.00	.00
	TOTAL CEMETERY	25,000.00	25,000.00	.00	.00	25,000.00	.00
	PARKS						
401-751-971.000	HICKORY RIDGE PARK IMPROVEMEN	75,000.00	75,000.00	.00	.00	75,000.00	.00
401-751-971.001	DUCK LAKE PARK IMPROVEMENT	100,000.00	100,000.00	.00	.00	100,000.00	.00
401-751-971.002	NEW PARK PROPERTY	20,000.00	20,000.00	.00	.00	20,000.00	.00
	TOTAL PARKS	195,000.00	195,000.00	.00	.00	195,000.00	.00
	TOTAL FUND EXPENDITURES	690,000.00	841,000.00	104,752.46	50,477.36	736,247.54	12.46
	NET REVENUE OVER EXPENDITURES	517,000.00	366,000.00	( 48,762.84)	( 30,762.82)	( 414,762.84)	

BALANCE SHEET MARCH 31, 2024

### FIRE CAPITAL FUND

	ASSETS		
402-000-010.000	CASH - COMBINED SAVINGS	903,456.81	
	TOTAL ASSETS	=	903,456.81
	LIABILITIES AND EQUITY		
402-000-390.000	FUND EQUITY  FUND BALANCE REVENUE OVER EXPENDITURES - YTD	467,938.92 435,517.89	
	TOTAL FUND EQUITY		903,456.81
	TOTAL LIABILITIES AND EQUITY		903,456.81

**REVENUES WITH COMPARISON TO BUDGET** FOR THE 3 MONTHS ENDING MARCH 31, 2024

### **FIRE CAPITAL FUND**

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
	REVENUE						
402-000-402.000	CURRENT PROPERTY TAX	1,002,423.00	1,002,423.00	909,568.16	9,143.94	92,854.84	90.74
402-000-665.000	INTEREST EARNINGS	10,000.00	10,000.00	12,421.23	4,605.89	( 2,421.23)	124.21
402-000-699.000	OPERATING TRANSFER IN	.00	201,000.00	.00	.00	201,000.00	.00
	REVENUE	1,012,423.00	1,213,423.00	921,989.39	13,749.83	291,433.61	75.98
	TOTAL FUND REVENUE	1,012,423.00	1,213,423.00	921,989.39	13,749.83	291,433.61	75.98
	FIRE						
402-336-971.000	VEHICLES	400,000.00	400,000.00	.00	.00	400,000.00	.00
402-336-971.002	CAPITAL EQUIPMENT	67,000.00	268,000.00	61,971.50	21,983.58	206,028.50	23.12
402-336-991.000	FIRE CAP: DEBT SVC PRINCIPAL	275,000.00	305,000.00	305,000.00	305,000.00	.00	100.00
402-336-993.001	FIRE CAP: DEBT SVC INTEREST	270,000.00	230,000.00	119,500.00	119,500.00	110,500.00	51.96
	TOTAL FIRE	1,012,000.00	1,203,000.00	486,471.50	446,483.58	716,528.50	40.44
	TOTAL FUND EXPENDITURES	1,012,000.00	1,203,000.00	486,471.50	446,483.58	716,528.50	40.44
	NET REVENUE OVER EXPENDITURES	423.00	10,423.00	435,517.89	( 432,733.75)	425,094.89	

BALANCE SHEET MARCH 31, 2024

### DOWNTOWN DEVELOPMENT FUND

	ASSETS		
494-000-010.000 494-000-019.000	CASH - COMBINED SAVINGS TAXES RECEIVABLE	635,642.45 95,249.00	
	TOTAL ASSETS	=	730,891.45
	LIABILITIES AND EQUITY		
	LIABILITIES		
494-000-280.000 494-000-308.000	DEFERRED REVENUE LONG-TERM LOAN	155,183.00 18,741.79	
	TOTAL LIABILITIES		173,924.79
	FUND EQUITY		
494-000-390.000	FUND BALANCE REVENUE OVER EXPENDITURES - YTD	427,755.78 129,210.88	
	TOTAL FUND EQUITY	-	556,966.66
	TOTAL LIABILITIES AND EQUITY		730,891.45

**REVENUES WITH COMPARISON TO BUDGET** FOR THE 3 MONTHS ENDING MARCH 31, 2024

### **DOWNTOWN DEVELOPMENT FUND**

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
	REVENUE						
494-000-573.000	LOCAL COMMUNITY STABILIZATION	41,000.00	41,000.00	.00	.00	41,000.00	.00
494-000-665.000	INTEREST EARNINGS	2,000.00	2,000.00	3,017.12	1,117.08	( 1,017.12)	150.86
494-000-677.000	MISCELLANEOUS	.00	.00	186.00	186.00	( 186.00)	.00
494-000-677.003	FOOD VENDORS	.00	.00	70.00	70.00	( 70.00)	.00
494-000-677.005	FUNDRAISING	2,000.00	2,000.00	5,855.00	1,445.00	( 3,855.00)	292.75
494-000-677.008	FARMERS MARKET RESERVATIONS	1,000.00	1,000.00	.00	.00	1,000.00	.00
494-000-677.010	TIF	287,081.00	287,081.00	145,053.36	.00	142,027.64	50.53
494-000-692.000	APPROP FUND BALANCE	39,451.00	40,081.00	.00	.00	40,081.00	.00
	REVENUE	372,532.00	373,162.00	154,181.48	2,818.08	218,980.52	41.32
	TOTAL FUND REVENUE	372,532.00	373,162.00	154,181.48	2,818.08	218,980.52	41.32
	DOWNTOWN DEVELOPMENT AUTHO						
494-729-702.001	DDA: DIRECTOR	46,298.00	46,928.00	10,829.52	5,414.76	36,098.48	23.08
494-729-705.000	DDA: PART-TIME SEASONAL	4,000.00	4,000.00	1,749.71	1,383.74	2,250.29	43.74
494-729-710.000	DDA: EMPLOYER PAYROLL TAX	4,000.00	4,000.00	943.22	452.49	3,056.78	23.58
494-729-715.000	DDA: CASH IN LIEU BENEF BUYOUT	6,000.00	6,000.00	1,500.00	500.00	4,500.00	25.00
494-729-720.002	DDA: RECORDING SECRETARY	1,200.00	1,200.00	.00	.00	1,200.00	.00
494-729-728.000	DDA: OFFICE SUPPLIES	1,200.00	1,200.00	225.24	105.22	974.76	18.77
494-729-729.000	DDA:MEETING PUBLIC ED SUPPLIES	500.00	500.00	178.78	178.78	321.22	35.76
494-729-801.000	DDA: PROF SERVICES	3,000.00	3,000.00	.00	.00	3,000.00	.00
494-729-801.001	DDA: MASTER PLAN	10,000.00	10,000.00	.00	.00	10,000.00	.00
494-729-808.000	DDA: MARKETING CONSULTANT	12,000.00	12,000.00	1,210.00	480.00	10,790.00	10.08
494-729-808.001	DDA: SPECIAL PROJ CONSULTANT	2,000.00	2,000.00	.00	.00	2,000.00	.00
494-729-820.000	DDA: DUES/ED/TRAVEL	5,000.00	5,000.00	100.00	100.00	4,900.00	2.00
494-729-850.000	DDA: WEBSITE	700.00	700.00	.00	.00	700.00	.00
494-729-880.001	DDA: PROMOTIONS	27,450.00	27,450.00	155.00	50.00	27,295.00	.56
494-729-880.002	DDA: ECONOMIC RESTRUCTURING	14,400.00	14,400.00	279.84	279.84	14,120.16	1.94
494-729-880.003	DDA: DESIGN	107,300.00	107,300.00	4,282.05	747.00	103,017.95	3.99
494-729-880.004	DDA: ORGANIZATION	15,000.00	15,000.00	790.00	75.00	14,210.00	5.27
494-729-900.000	DDA: ADVERTISING/PRINTING	3,000.00	3,000.00	104.00	52.00	2,896.00	3.47
494-729-900.001	DDA: FUNDRAISER EXPENSE	3,000.00	3,000.00	1,010.00	410.00	1,990.00	33.67
494-729-920.000	DDA: RENT/ UTILITIES	3,000.00	3,000.00	695.60	303.51	2,304.40	23.19
494-729-935.000	DDA: MAINTENANCE STREETSCAPE	4,432.00	4,432.00	.00	.00	4,432.00	.00
494-729-967.000	DDA: FARMERS' MARKET	12,500.00	12,500.00	254.00	.00	12,246.00	2.03
494-729-967.002	DDA: DDA SPONSORSHIPS	3,000.00	3,000.00	500.00	500.00	2,500.00	16.67
494-729-967.007	DDA:CART PROJECT	2,500.00	2,500.00	.00	.00	2,500.00	.00
494-729-971.000	DDA: CAPITAL IMPROVEMENT PROJ	40,000.00	40,000.00	.00	.00	40,000.00	.00
494-729-991.000	DDA: PRINCIPAL EXP-BUDGET ONLY	38,752.00	38,752.00	.00	.00	38,752.00	.00
494-729-993.000	DDA: INTEREST EXPENSE	2,300.00	2,300.00	163.64	46.81	2,136.36	7.11
	TOTAL DOWNTOWN DEVELOPMENT	372,532.00	373,162.00	24,970.60	11,079.15	348,191.40	6.69

**EXPENDITURES WITH COMPARISON TO BUDGET** FOR THE 3 MONTHS ENDING MARCH 31, 2024

### **DOWNTOWN DEVELOPMENT FUND**

	ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
TOTAL FUND EXPENDITURES	372,532.00	373,162.00	24,970.60	11,079.15	348,191.40	6.69
NET REVENUE OVER EXPENDITURES	.00	.00	129,210.88	( 8,261.07)	129,210.88	

BALANCE SHEET MARCH 31, 2024

### WATER SYSTEM

	ASSETS		
591-000-033.000 591-000-034.000 591-000-035.000 591-000-152.000	CASH - CHECKING CASH - COMBINED SAVINGS UTILITY RECEIVABLE WATER SYSTE DELQ UTILITY RECEIVABLE WATER UNBILLED RECEIVABLE WATER SYST WATERMAINS A/D WATER MAINS	140,987.17 38,631.25 66,744.47 1,010.95 96,104.92 8,210,423.82 ( 955,668.52)	
	TOTAL ASSETS	=	7,598,234.06
	LIABILITIES AND EQUITY		
	LIABILITIES		
591-000-202.001 591-000-209.000	ACCOUNTS PAYABLE ACCOUNTS PAYABLE VOUCHER INTEREST PAYABLE BONDS PAYABLE CURRENT WATER SY SPECIAL ASSESSMENT BOND	6,829.15 25,067.34 1,295.00 69,000.00 449,000.00	
	TOTAL LIABILITIES		551,191.49
	FUND EQUITY  CONTRIBUTED CAPITAL NET POSITI MAJOR MAINT.RESERVE-RESTRICTED EMERG.MAINT.RESERVE-RESTRICTED CAP. IMPRV RESERVE-RESTRICTED UNRESTRICTED NET ASSETS REVENUE OVER EXPENDITURES - YTD  TOTAL FUND EQUITY	6,736,755.00 ( 343,790.27) 77,058.94 677,428.17 ( 48,035.18) ( 52,374.09)	7,047,042.57

7,598,234.06

TOTAL LIABILITIES AND EQUITY

**REVENUES WITH COMPARISON TO BUDGET** FOR THE 3 MONTHS ENDING MARCH 31, 2024

### **WATER SYSTEM**

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
	REVENUE						
591-000-629.002	CHARGES FOR SERVICES RENDERE	.00	.00	101,303.34	101,303.34	( 101,303.34)	.00
591-000-629.003	FIXED CHARGE DEBT SERVICES	.00	.00	19,370.37	.00	( 19,370.37)	.00
591-000-629.004	FIXED CHARGE MAJOR MAINT	.00	.00	29,941.74	29,941.74	( 29,941.74)	.00
591-000-629.005	FIXED CHARGE CAPITAL IMPR	.00	.00	24,750.33	24,750.33	( 24,750.33)	.00
591-000-665.000	INTEREST EARNINGS	.00	.00	749.78	749.78	( 749.78)	.00
591-000-677.000	OTHER REVENUE	.00	.00	62.89	62.89	( 62.89)	.00
	REVENUE	.00	.00	176,178.45	156,808.08	( 176,178.45)	.00
	TOTAL FUND REVENUE	.00	.00	176,178.45	156,808.08	( 176,178.45)	.00
	WATER						
591-536-812.000	FUND ADMINISTRATION COST	.00	.00	21,451.29	21,451.29	( 21,451.29)	.00
591-536-921.000	SYSTEMS	.00	.00	12,638.37	12,638.37	( 12,638.37)	.00
591-536-921.001	PLAN REVIEW & PERMITTING	.00	.00	507.95	507.95	( 507.95)	.00
591-536-921.002	MAPPING UNIT	.00	.00	2,984.53	2,984.53	( 2,984.53)	.00
591-536-921.003	BILLING SERVICES	.00	.00	3,184.03	3,184.03	( 3,184.03)	.00
591-536-935.000	MAINTENANCE	.00	.00	34,982.60	34,982.60	( 34,982.60)	.00
591-536-938.001	WATER SYSTEMS	.00	.00	9,660.08	9,660.08	( 9,660.08)	.00
591-536-938.002	WATER MAINTENANCE	.00	.00	65,566.53	65,566.53	( 65,566.53)	.00
591-536-938.003	PUMP MAINTENANCE	.00	.00	77,577.16	77,577.16	( 77,577.16)	.00
	TOTAL WATER	.00	.00	228,552.54	228,552.54	( 228,552.54)	.00
	TOTAL FUND EXPENDITURES	.00	.00	228,552.54	228,552.54	( 228,552.54)	.00
	NET REVENUE OVER EXPENDITURES	.00	.00	( 52,374.09)	( 71,744.46)	( 52,374.09)	

BALANCE SHEET MARCH 31, 2024

### HIGHLAND ADVISORY COUNCIL

	ASSETS		
702-000-010.000	CASH - COMBINED SAVINGS	7,655.61	
	TOTAL ASSETS		7,655.61
	LIABILITIES AND EQUITY		
	FUND EQUITY		
702-000-390.000	FUND BALANCE REVENUE OVER EXPENDITURES - YTD	4,337.68 3,317.93	
	TOTAL FUND EQUITY		7,655.61
	TOTAL LIABILITIES AND EQUITY		7,655.61

**REVENUES WITH COMPARISON TO BUDGET** FOR THE 3 MONTHS ENDING MARCH 31, 2024

### **HIGHLAND ADVISORY COUNCIL**

	-	ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
	REVENUE						
702-000-674.000	CONTRIBUTIONS	.00	.00	7,023.81	2,039.22	( 7,023.81)	.00
	REVENUE -	.00	.00	7,023.81	2,039.22	( 7,023.81)	.00
	TOTAL FUND REVENUE	.00	.00	7,023.81	2,039.22	( 7,023.81)	.00
	GENERAL GOVERNMENT						
702-261-729.000	HAAC: DEDUCTIONS	.00	.00	3,705.88	1,164.12	( 3,705.88)	.00
	TOTAL GENERAL GOVERNMENT	.00	.00	3,705.88	1,164.12	( 3,705.88)	.00
	TOTAL FUND EXPENDITURES	.00	.00	3,705.88	1,164.12	( 3,705.88)	.00
	NET REVENUE OVER EXPENDITURES	.00	.00	3,317.93	875.10	3,317.93	

BALANCE SHEET MARCH 31, 2024

#### **CURRENT TAX COLLECT**

	ACCETO		
703-000-010.000	CASH - COMBINED SAVINGS		361,979.50
703-000-019.000	TAXES RECEIVABLE-OTHER GOVTS		2,015,421.61
703-000-214.000	DUE TO/FR GENERAL FUND	(	14,758.65)
	TOTAL ASSETS		

LIABILITIES AND EQUITY

LIABILITIES

**ASSETS** 

 703-000-274.000
 TAX COLLECTIONS TO DISTRIBUTE
 343,472.51

 703-000-280.000
 DEFERRED REVENUE
 2,015,421.61

TOTAL LIABILITIES 2,358,894.12

2,362,642.46

FUND EQUITY

REVENUE OVER EXPENDITURES - YTD 3,748.34

TOTAL FUND EQUITY 3,748.34

TOTAL LIABILITIES AND EQUITY 2,362,642.46

**REVENUES WITH COMPARISON TO BUDGET** FOR THE 3 MONTHS ENDING MARCH 31, 2024

### **CURRENT TAX COLLECT**

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
	REVENUE						
703-000-665.000	INTEREST EARNINGS	.00	.00	4,247.34	517.60	( 4,247.34)	.00
	REVENUE	.00	.00	4,247.34	517.60	( 4,247.34)	.00
	TOTAL FUND REVENUE	.00	.00	4,247.34	517.60	( 4,247.34)	.00
	TRUST & AGENCY ADMIN						
703-255-822.000	TAX: BANK FEES	.00	.00	499.00	.00	( 499.00)	.00
	TOTAL TRUST & AGENCY ADMIN	.00	.00	499.00	.00	( 499.00)	.00
	TOTAL FUND EXPENDITURES	.00	.00	499.00	.00	( 499.00)	.00
	NET REVENUE OVER EXPENDITURES	.00	.00	3,748.34	517.60	3,748.34	

BALANCE SHEET MARCH 31, 2024

#### POST-RETIREMENT BENEFITS

ASSETS
--------

 737-000-010.000
 CASH - COMBINED SAVINGS
 92,888.96

 737-000-017.001
 MUTUAL FUNDS
 666,272.63

 737-000-017.002
 LPL INVESTMENTS
 48,860.00

TOTAL ASSETS 808,021.59

LIABILITIES AND EQUITY

**FUND EQUITY** 

737-000-390.000 FUND BALANCE 785,784.62

REVENUE OVER EXPENDITURES - YTD 22,236.97

TOTAL FUND EQUITY 808,021.59

TOTAL LIABILITIES AND EQUITY 808,021.59

**REVENUES WITH COMPARISON TO BUDGET** FOR THE 3 MONTHS ENDING MARCH 31, 2024

#### **POST-RETIREMENT BENEFITS**

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
	REVENUE						
737-000-665.000	INTEREST EARNINGS	20,000.00	20,000.00	5,042.23	2,129.71	14,957.77	25.21
737-000-669.001	GAINS/LOSSES	.00	.00	25,191.60	8,871.38	( 25,191.60)	.00
737-000-692.002	APPROPRIATION FUND BAL.	50,000.00	50,000.00	.00	.00	50,000.00	.00
	REVENUE	70,000.00	70,000.00	30,233.83	11,001.09	39,766.17	43.19
	TOTAL FUND REVENUE	70,000.00	70,000.00	30,233.83	11,001.09	39,766.17	43.19
	GENERAL GOVERNMENT PERSONNE	_					
737-279-719.000	RETIREE OPEB EXPENSE	60,000.00	60,000.00	6,400.04	2,281.69	53,599.96	10.67
737-279-822.000	OPEB: BANK FEES	10,000.00	10,000.00	1,596.82	.00	8,403.18	15.97
	TOTAL GENERAL GOVERNMENT PER	70,000.00	70,000.00	7,996.86	2,281.69	62,003.14	11.42
	TOTAL FUND EXPENDITURES	70,000.00	70,000.00	7,996.86	2,281.69	62,003.14	11.42
	NET REVENUE OVER EXPENDITURES	.00	.00	22,236.97	8,719.40	22,236.97	

BALANCE SHEET MARCH 31, 2024

#### DUCK LAKE ASSOC

	ASSETS		
764-000-010.000	CASH - COMBINED SAVINGS	401,434.59	
	TOTAL ASSETS	=	401,434.59
	LIABILITIES AND EQUITY		
	FUND EQUITY		
764-000-390.000	FUND BALANCE REVENUE OVER EXPENDITURES - YTD	221,994.31 179,440.28	
	TOTAL FUND EQUITY	-	401,434.59

401,434.59

TOTAL LIABILITIES AND EQUITY

**REVENUES WITH COMPARISON TO BUDGET** FOR THE 3 MONTHS ENDING MARCH 31, 2024

#### **DUCK LAKE ASSOC**

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
	REVENUE						
764-000-581.000	CONTRIBUTIONS-DUCK LAKE	.00	.00	206,336.66	.00	( 206,336.66)	.00
764-000-665.000	INTEREST EARNINGS	.00	.00	1,567.95	597.87	( 1,567.95)	.00
	REVENUE	.00	.00	207,904.61	597.87	( 207,904.61)	.00
	TOTAL FUND REVENUE	.00	.00	207,904.61	597.87	( 207,904.61)	.00
	TRUST & AGENCY ADMIN						
764-255-956.000	DUCK LAKE: DEDUCTIONS	.00	.00	28,464.33	5,994.74	( 28,464.33)	.00
	TOTAL TRUST & AGENCY ADMIN	.00	.00	28,464.33	5,994.74	( 28,464.33)	.00
	TOTAL FUND EXPENDITURES	.00	.00	28,464.33	5,994.74	( 28,464.33)	.00
	NET REVENUE OVER EXPENDITURES	.00	.00	179,440.28	( 5,396.87)	179,440.28	

BALANCE SHEET MARCH 31, 2024

#### HIGHLAND LAKE ASSOC

	ASSETS		
765-000-010.000	CASH - COMBINED SAVINGS	80,126.17	
	TOTAL ASSETS	=	80,126.17
	LIABILITIES AND EQUITY		
	FUND EQUITY		
765-000-390.000	FUND BALANCE REVENUE OVER EXPENDITURES - YTD	61,069.89 19,056.28	
	TOTAL FUND EQUITY		80,126.17
	TOTAL LIABILITIES AND EQUITY		80,126.17

**REVENUES WITH COMPARISON TO BUDGET** FOR THE 3 MONTHS ENDING MARCH 31, 2024

#### **HIGHLAND LAKE ASSOC**

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	V	ARIANCE	% OF BUDGET
	REVENUE							
765-000-581.000	CONTRIBUTIONS-HIGHLAND LAKE	.00	.00	19,709.90	.00	(	19,709.90)	.00
765-000-665.000	INTEREST EARNINGS	.00	.00	321.18	119.34	(	321.18)	.00
	REVENUE	.00	.00	20,031.08	119.34	(	20,031.08)	.00
	TOTAL FUND REVENUE	.00	.00	20,031.08	119.34	(	20,031.08)	.00
	TRUST & AGENCY ADMIN							
765-255-956.000	HIGHLAND LAKE: DEDUCTIONS	.00	.00	974.80	26.65	(	974.80)	.00
	TOTAL TRUST & AGENCY ADMIN		.00	974.80	26.65	(	974.80)	.00
	TOTAL FUND EXPENDITURES	.00	.00	974.80	26.65	(	974.80)	.00
	NET REVENUE OVER EXPENDITURES	.00	.00	19,056.28	92.69		19,056.28	

BALANCE SHEET MARCH 31, 2024

#### TAGGETT LAKE ASSOC

	ASSETS		
766-000-010.000	CASH - COMBINED SAVINGS	47,285.27	
	TOTAL ASSETS	=	47,285.27
	LIABILITIES AND EQUITY		
766-000-390.000	FUND EQUITY  FUND BALANCE	32,431.87	
	REVENUE OVER EXPENDITURES - YTD	14,853.40	
	TOTAL FUND EQUITY	-	47,285.27
	TOTAL LIABILITIES AND EQUITY		47,285.27

**REVENUES WITH COMPARISON TO BUDGET** FOR THE 3 MONTHS ENDING MARCH 31, 2024

#### **TAGGETT LAKE ASSOC**

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VA	ARIANCE	% OF BUDGET
	REVENUE							
766-000-581.000	CONTRIBUTIONS-TAGGETT LAKE	.00	.00	14,700.00	.00	(	14,700.00)	.00
766-000-665.000	INTEREST EARNINGS		.00	186.73	70.42	(	186.73)	.00
	REVENUE	.00	.00	14,886.73	70.42	(	14,886.73)	.00
	TOTAL FUND REVENUE	.00	.00	14,886.73	70.42	(	14,886.73)	.00
	TRUST & AGENCY ADMIN							
766-255-956.000	TAGGETT LAKE: DEDUCTIONS	.00	.00	33.33	11.11	(	33.33)	.00
	TOTAL TRUST & AGENCY ADMIN	.00	.00	33.33	11.11	(	33.33)	.00
	TOTAL FUND EXPENDITURES	.00	.00	33.33	11.11	(	33.33)	.00
	NET REVENUE OVER EXPENDITURES	.00	.00	14,853.40	59.31		14,853.40	

BALANCE SHEET MARCH 31, 2024

#### KELLOGG LAKE ASSOC

	ASSETS		
767-000-010.000	CASH - COMBINED SAVINGS	51,953.48	
	TOTAL ASSETS	_	51,953.48
	LIABILITIES AND EQUITY		
707 000 000 000	FUND EQUITY	00 705 04	
767-000-390.000	FUND BALANCE REVENUE OVER EXPENDITURES - YTD	38,705.01 13,248.47	
	TOTAL FUND EQUITY		51,953.48
	TOTAL LIABILITIES AND EQUITY		51,953.48

REVENUES WITH COMPARISON TO BUDGET FOR THE 3 MONTHS ENDING MARCH 31, 2024

#### **KELLOGG LAKE ASSOC**

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	V	ARIANCE	% OF BUDGET
	REVENUE							
767-000-581.000	CONTRIBUTIONS-KELLOGG LAKE	.00	.00	13,062.96	.00	(	13,062.96)	.00
767-000-665.000	INTEREST EARNINGS	.00	.00	205.07	77.38		205.07)	.00
	REVENUE	.00	.00	13,268.03	77.38	(	13,268.03)	.00
	TOTAL FUND REVENUE	.00	.00	13,268.03	77.38	(	13,268.03)	.00
	TRUST & AGENCY ADMIN							
767-255-956.000	KELLOGG LAKE: DEDUCTIONS	.00	.00	19.56	6.52	(	19.56)	.00
	TOTAL TRUST & AGENCY ADMIN	.00	.00	19.56	6.52	(	19.56)	.00
	TOTAL FUND EXPENDITURES	.00	.00	19.56	6.52	(	19.56)	.00
	NET REVENUE OVER EXPENDITURES	.00	.00	13,248.47	70.86		13,248.47	

BALANCE SHEET MARCH 31, 2024

#### CHARLICK LAKE ASSOC

	ASSETS		
768-000-010.000	CASH - COMBINED SAVINGS	67,661.44	
	TOTAL ASSETS	=	67,661.44
	LIABILITIES AND EQUITY		
	FUND EQUITY		
768-000-390.000	FUND BALANCE REVENUE OVER EXPENDITURES - YTD	39,772.93 27,888.51	
	TOTAL FUND EQUITY		67,661.44
	TOTAL LIABILITIES AND EQUITY		67,661.44

REVENUES WITH COMPARISON TO BUDGET FOR THE 3 MONTHS ENDING MARCH 31, 2024

#### **CHARLICK LAKE ASSOC**

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	V	ARIANCE	% OF BUDGET
	REVENUE							
768-000-581.000	CONTRIBUTIONS-CHARLICK LAKE	.00	.00	27,675.96	.00	(	27,675.96)	.00
768-000-665.000	INTEREST EARNINGS		.00	265.44	100.77		265.44)	.00
	REVENUE	.00	.00	27,941.40	100.77	(	27,941.40)	.00
	TOTAL FUND REVENUE	.00.	.00	27,941.40	100.77	(	27,941.40)	.00
	TRUST & AGENCY ADMIN							
768-255-956.000	CHARLICK LAKE: DEDUCTIONS	.00	.00	52.89	17.63	(	52.89)	.00
	TOTAL TRUST & AGENCY ADMIN		.00	52.89	17.63	(	52.89)	.00
	TOTAL FUND EXPENDITURES	.00	.00	52.89	17.63	(	52.89)	.00
	NET REVENUE OVER EXPENDITURES	.00	.00	27,888.51	83.14		27,888.51	

BALANCE SHEET MARCH 31, 2024

#### WOODRUFF LAKE ASSOC

	ASSETS		
769-000-010.000	CASH - COMBINED SAVINGS	63,755.93	
	TOTAL ASSETS	=	63,755.93
	LIABILITIES AND EQUITY		
769-000-390.000	FUND EQUITY FUND BALANCE	40,085.89	
	REVENUE OVER EXPENDITURES - YTD	23,670.04	
	TOTAL FUND EQUITY	_	63,755.93
	TOTAL LIABILITIES AND EQUITY		63,755.93

**REVENUES WITH COMPARISON TO BUDGET** FOR THE 3 MONTHS ENDING MARCH 31, 2024

#### **WOODRUFF LAKE ASSOC**

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	V	ARIANCE	% OF BUDGET
	REVENUE							
769-000-581.000	CONTRIBUTIONS-WOODRUFF LAKE	.00	.00	23,520.00	.00	(	23,520.00)	.00
769-000-665.000	INTEREST EARNINGS	.00	.00	255.82	94.95		255.82)	.00
	REVENUE	.00	.00	23,775.82	94.95	(	23,775.82)	.00
	TOTAL FUND REVENUE	.00	.00	23,775.82	94.95	(	23,775.82)	.00
	TRUST & AGENCY ADMIN							
769-255-956.000	WOODRUFF LAKE: DEDUCTIONS	.00	.00	105.78	35.26	(	105.78)	.00
	TOTAL TRUST & AGENCY ADMIN	.00	.00	105.78	35.26		105.78)	.00
	TOTAL FUND EXPENDITURES	.00	.00	105.78	35.26	(	105.78)	.00
	NET REVENUE OVER EXPENDITURES	.00	.00	23,670.04	59.69		23,670.04	

BALANCE SHEET MARCH 31, 2024

#### WHITE LAKE IMPROVEMENT

	ASSETS		
770-000-010.000	CASH - COMBINED SAVINGS	262,831.39	
	TOTAL ASSETS	=	262,831.39
	LIABILITIES AND EQUITY		
	FUND EQUITY		
770-000-390.000	FUND BALANCE REVENUE OVER EXPENDITURES - YTD	205,386.57 57,444.82	
	TOTAL FUND EQUITY		262,831.39
	TOTAL LIABILITIES AND EQUITY		262,831.39

**REVENUES WITH COMPARISON TO BUDGET** FOR THE 3 MONTHS ENDING MARCH 31, 2024

#### WHITE LAKE IMPROVEMENT

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	V	ARIANCE	% OF BUDGET
	REVENUE							
770-000-581.000	CONTRIBUTIONS-WHITE LAKE	.00	.00	56,388.92	.00	(	56,388.92)	.00
770-000-665.000	INTEREST EARNINGS		.00	1,055.90	391.44		1,055.90)	.00
	REVENUE	.00	.00	57,444.82	391.44	(	57,444.82)	.00
	TOTAL FUND REVENUE	.00	.00	57,444.82	391.44	(	57,444.82)	.00
	NET REVENUE OVER EXPENDITURES	.00	.00	57,444.82	391.44		57,444.82	

BALANCE SHEET MARCH 31, 2024

#### TOMAHAWK LAKE IMPROVEMENT

	ASSETS		
771-000-010.000	CASH - COMBINED SAVINGS	5,115.77	
	TOTAL ASSETS	=	5,115.77
	LIABILITIES AND EQUITY		
771-000-390.000	FUND EQUITY  FUND BALANCE REVENUE OVER EXPENDITURES - YTD	2,837.11 2,278.66	
	TOTAL FUND EQUITY		5,115.77
	TOTAL LIABILITIES AND EQUITY		5,115.77

REVENUES WITH COMPARISON TO BUDGET FOR THE 3 MONTHS ENDING MARCH 31, 2024

#### **TOMAHAWK LAKE IMPROVEMENT**

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	V	ARIANCE	% OF BUDGET
	REVENUE							
771-000-581.000	CONTRIBUTIONS-TOMAHAWK LAKE	.00	.00	4,656.54	.00	(	4,656.54)	.00
771-000-665.000	INTEREST EARNINGS	.00	.00	22.12	7.62		22.12)	.00
	REVENUE	.00	.00	4,678.66	7.62	(	4,678.66)	.00
	TOTAL FUND REVENUE	.00	.00	4,678.66	7.62	(	4,678.66)	.00
	TRUST & AGENCY ADMIN							
771-255-956.000	TOMAHAWK LAKE: DEDUCTIONS	.00	.00	2,400.00	.00	(	2,400.00)	.00
	TOTAL TRUST & AGENCY ADMIN	.00	.00	2,400.00	.00	(	2,400.00)	.00
	TOTAL FUND EXPENDITURES	.00	.00	2,400.00	.00	(	2,400.00)	.00
	NET REVENUE OVER EXPENDITURES	.00	.00	2,278.66	7.62		2,278.66	

BALANCE SHEET MARCH 31, 2024

#### GOURD LAKE IMPROVEMENT

	ASSETS		
773-000-010.000	CASH - COMBINED SAVINGS	5,488.42	
	TOTAL ASSETS	_	5,488.42
	LIABILITIES AND EQUITY		
	FUND EQUITY		
773-000-390.000	FUND BALANCE REVENUE OVER EXPENDITURES - YTD	1,747.31 3,741.11	
	TOTAL FUND EQUITY		5,488.42
	TOTAL LIABILITIES AND EQUITY		5,488.42

**REVENUES WITH COMPARISON TO BUDGET** FOR THE 3 MONTHS ENDING MARCH 31, 2024

#### **GOURD LAKE IMPROVEMENT**

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	V	ARIANCE	% OF BUDGET
	REVENUE							
773-000-581.000	CONTRIBUTIONS-GOURD LAKE	.00	.00	5,432.70	.00	(	5,432.70)	.00
773-000-665.000	INTEREST EARNINGS	.00	.00	22.75	8.17		22.75)	.00
	REVENUE	.00	.00	5,455.45	8.17	(	5,455.45)	.00
	TOTAL FUND REVENUE	.00	.00	5,455.45	8.17	(	5,455.45)	.00
	TRUST & AGENCY ADMIN							
773-255-956.000	GOURD LAKE: DEDUCTIONS	.00	.00	1,714.34	.00	(	1,714.34)	.00
	TOTAL TRUST & AGENCY ADMIN	.00	.00	1,714.34	.00	(	1,714.34)	.00
	TOTAL FUND EXPENDITURES	.00	.00	1,714.34	.00	(	1,714.34)	.00
	NET REVENUE OVER EXPENDITURES	.00	.00	3,741.11	8.17		3,741.11	

BALANCE SHEET MARCH 31, 2024

#### PENNINSULA LAKE

	ASSETS		
774-000-010.000	CASH - COMBINED SAVINGS	12,970.82	
	TOTAL ASSETS	=	12,970.82
	LIABILITIES AND EQUITY		
774 000 200 000	FUND EQUITY  FUND BALANCE	6 000 09	
774-000-390.000	REVENUE OVER EXPENDITURES - YTD	6,099.98 6,870.84	
	TOTAL FUND EQUITY		12,970.82
	TOTAL LIABILITIES AND EQUITY		12,970.82

**REVENUES WITH COMPARISON TO BUDGET** FOR THE 3 MONTHS ENDING MARCH 31, 2024

#### **PENNINSULA LAKE**

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VA	RIANCE	% OF BUDGET
	REVENUE							
774-000-581.000	CONTRIBUTIONS-PENINSULA LAKE	.00	.00	6,821.00	.00	(	6,821.00)	.00
774-000-665.000	INTEREST EARNINGS	.00	.00	49.84	19.32		49.84)	.00
	REVENUE	.00	.00	6,870.84	19.32	(	6,870.84)	.00
	TOTAL FUND REVENUE	.00	.00	6,870.84	19.32		6,870.84)	.00
	NET REVENUE OVER EXPENDITURES	.00	.00	6,870.84	19.32		6,870.84	

BALANCE SHEET MARCH 31, 2024

#### LOWER PETTIBONE LAKE

	ASSETS		
775-000-010.000	CASH - COMBINED SAVINGS	10,444.93	
	TOTAL ASSETS	=	10,444.93
	LIABILITIES AND EQUITY		
775-000-390.000	FUND EQUITY  FUND BALANCE	4,733.82	
	REVENUE OVER EXPENDITURES - YTD  TOTAL FUND EQUITY	5,711.11	10,444.93
	TOTAL TOTAL EXCIT	_	10,444.00
	TOTAL LIABILITIES AND EQUITY		10,444.93

**REVENUES WITH COMPARISON TO BUDGET** FOR THE 3 MONTHS ENDING MARCH 31, 2024

#### **LOWER PETTIBONE LAKE**

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	V	ARIANCE	% OF BUDGET
	REVENUE							
775-000-581.000	CONTRIBUTIONS-LOW PETTIBONE L	.00	.00	5,671.00	.00	(	5,671.00)	.00
775-000-665.000	INTEREST EARNINGS	.00	.00	40.11	15.56		40.11)	.00
	REVENUE	.00	.00	5,711.11	15.56	(	5,711.11)	.00
	TOTAL FUND REVENUE	.00	.00	5,711.11	15.56	(	5,711.11)	.00
	NET REVENUE OVER EXPENDITURES	.00	.00	5,711.11	15.56	_	5,711.11	

BALANCE SHEET MARCH 31, 2024

#### DUNLEAVY/LEONARD LAKE

	ASSETS		
776-000-010.000	CASH - COMBINED SAVINGS	17,551.34	
	TOTAL ASSETS	_	17,551.34
	LIABILITIES AND EQUITY		
776-000-390.000		7,377.51	
	REVENUE OVER EXPENDITURES - YTD	10,173.83	
	TOTAL FUND EQUITY	_	17,551.34
	TOTAL LIABILITIES AND EQUITY		17,551.34

**REVENUES WITH COMPARISON TO BUDGET** FOR THE 3 MONTHS ENDING MARCH 31, 2024

#### **DUNLEAVY/LEONARD LAKE**

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
	REVENUE						
776-000-581.000	CONTRIBUTIONS-DUNLEAVY/LEONA	.00	.00	10,105.00	.00	( 10,105.00)	.00
776-000-665.000	INTEREST EARNINGS		.00	68.83	26.14	( 68.83)	.00
	REVENUE	.00	.00	10,173.83	26.14	( 10,173.83)	.00
	TOTAL FUND REVENUE	.00	.00	10,173.83	26.14	( 10,173.83)	.00
	NET REVENUE OVER EXPENDITURES	.00	.00	10,173.83	26.14	10,173.83	

#### Highland Township Public Library Board Meeting Minutes Tuesday, April 2, 2024

**Members Present:** C. Dombrowski, J. Gaglio, C. Hamill, , D. Mecklenborg, K. Polidori, and Director B. Dunseth

Members Absent: J. Matthews

Guest: None

The Highland Township Library Board meeting was called to order at 5:36 pm by D. Mecklenborg.

**Motion:** K. Polidori moved and J. Gaglio seconded to approve the agenda. Unanimous vote; motion carried.

**Motion:** K. Polidori moved and J. Gaglio seconded to approve the Board Meeting minutes of March 5, 2024. Roll call - unanimous vote; motion carried.

**Bills:** Total bills for March, 2024 are \$58,087.41. Total bills for April, 2024 are \$47,105.35, with the addition of Amazon, Applied Innovation, Brodart Company, Comcast, Consumers Energy, Digital Doc. Store, DTE Energy, Frontier, Garrity Services,Int., ODP Business Solutions LLC, T-Mobile, T-Mobile Ooma, Telnet Worldwide, when received.

**Motion:** C. Hamill moved and K. Polidori seconded to approve the March, 2024 and April, 2024 bills. Roll call - unanimous vote; motion carried.

**FYI:** Budget report available for review.

**Director's Report:** Available for review.

**Communications:** Discussed an article from Associated Press, "Libraries Struggle to Afford Demand for E-books, in Fight With Publishers".

#### UNFINISHED BUSINESS

The Library Network: Working with TLN and Envisionware to have the Library system updated.

**Building Maintenance:** Parking lot lights are working again. The speaker in the Community Room is not working.

#### **Strategic Planning:**

Patrons booking on the Library calendar with us is going well. The website continues to evolve.

**Partnerships:** D. Ditmar presented at the career fair at Milford High School.

#### **NEW BUSINESS**

**Strategic Plan:** B. Dunseth is looking into vendors to help with a new strategic plan.

**Audit:** The audit appointment with Bredernitz, Wagner & Company took place on March 20, 2024.

Cleaning Schedule: The cleaning company, 2Moms, has been asked to put together a quote to consider a 4 day cleaning each week, rather than 6 days per week.

**Procedure:** An additional receipt printer has been purchased to allow for all circulation desks to have a dedicated receipt printer. Rob will be taking old computers and old server room batteries to Cire3 PC Computer Store for recycling.

**Policies:** Discussed the current Board Bylaws which ask board approval for expenses over \$400.

Capitalization Policy: The auditor suggested adding the website to our Capitalization Policy, to be listed as an asset.

Fund Balance Policy: Discussed adding a new category under "Assigned", called Building and Equipment Special Reserve Fund, which would include public improvements.

**Motion:** K. Polidori moved and C. Hamill seconded to accept the updated Highland Township Public Library Capitalization Policy as presented. Roll call - unanimous vote; motion carried.

**Motion:** C. Hamill moved and J. Gaglio seconded to start a new "assigned category" called Building and Equipment Special Reserve Fund. Money will be transferred from the Public Improvement Fund into the new Building and Equipment Special Reserve Fund. \$1,200,000 will be transferred from the unassigned fund to the Building and Equipment Special Reserve Fund. Roll call - unanimous vote; motion carried.

**Personnel:** J. Fenton is now able to update the website at the request of department heads and library director.

**May Meeting:** The May 7, 2024 Library Board meeting will be held in the Community Room, at 5:30 pm.

Public Comment: None

**Adjournment:** J. Gaglio moved and C. Hamill seconded to adjourn. Meeting adjourned at 6:42 pm.

Respectfully Submitted,

Cindy Dombrowski



#### Director's Report April 2, 2024

#### Programs & Reference

Feb	Progra	ms #
Adult	12	172
Teen	9	35
Youth	24	28
<b>Total</b>	45	492
Jan	35	442
Passive	Yth 3	312
	Adt 1	24

#### Reference

936 548

Adult & Teen

Youth

Touth	5 10
Total	1,485
Last Month	1,382
<b>People Count</b>	5,056
People Count Last year	<b>5,056</b> 5,112

#### Public Computer Usage

Computers			
Adult	320		
Teen	5		
Youth	10		
AWE	476		
ABC Mouse	1		
Wireless:	402		

#### Website

March Visitors: 2,187 Mobile: 1,115 Desktop: 937

Tablet: 45

#### Circulation of Physical Items

Jan. 6,6	583	Feb. 5,880	March 6,844
Books:	Adult 2,303	Teen 102	Youth 2,928
	DVD 718	Realia 56	Board Games 21

#### **Interlibrary Loan:**

Other TLN Library material to Highland: 1,260 Highland Materials to other TLN Libraries: 1,357

MeLCat Interloan Service: 55

	Digital Usage	
Overdrive	Feb	March
Overall	2,683	2,793
e-books	1,261	1,296
e-audiobooks	1,099	1,202
e-magazines	323	295
New Users	25	28
Unique User	549	557
Libby Users	2,365	2,529
Hoopla Borrows	788	842
Kanopy Plays	25	84
Consumer Reports Page View	343	338
Mango Languages	9	24
Brainfuse	12	8
World Book	3	9
Ancestry	61	

#### Library Happenings

- Seven families used our MAP discount passes during spring break to visit local attractions. Locations included Sea Life Michigan Aquarium, Cranbrook Art Museum, Flint Children's Museum, Howell Nature Center and Kensington Metropark.
- The light in the library parking lot were out for a few days while waiting for service. They are now working properly again.
- Patrons can now book their own study room in the Lower Level.
   Patrons can also book the Community Room but staff will need to check eligibility requirements before approving.
- The Library records for 2023 have been audited and we are waiting for the final report.

#### 6. Announcements and Information Inquiry

- a) Highland Township Offices Closed on Thursday, July 4, and Friday, July 5, 2024, in Observance of Independence Day
- b) Household Hazardous Waste Collection Day Saturday, June 15th, from 9:00 a.m. to 2:00 p.m.
- c) Highland Township Red, White and Blues Festival will be on June 29, 2024
- d) Farmer's Market every Saturday beginning June 22nd at Highland Township Complex
- e) Sounds Like Summer Concert Series Begins July 9th at 7:00 p.m. in Veterans Park



Saturday, June 29th | 5:00 -11:00pm | John Street Field, 205 N John Street

## Highland VFarmers'

### **SATURDAYS** 10AM-2PM

JUNE22-OCT5,2024



SCAN FOR MORE INFO highlandfarmmarket.com

FOLLOW US: f





COME RAIN OR SHINE!

Highland Township Hall 205 N. John Street

- LOCAL VENDORS
- LIVE MUSIC WEEKLY
- FESTIVE MARKET DAYS
- FAMILY FUN ZONE





LAFONTAINE AUTOMOTIVE GROUP

DOWNTOWN HIGHLAND

# SOUNDS 2024 LIKE SUMMER

CONCERT SERIES

Tuesday 7pm-9pm Veterans Park

Corner of N. John Street and West Livingston Road In case of rain, concerts will be rescheduled for the 2025 season.

9th - Captain Fantastic John Cover Band

16th - Dueling Pianos

ence Participation

23rd - Infinity and Beyond ney Tribute Band

**30th - Randy Brock Group** ic Rock, Blues Influence

August 6th - Sound Station Classic Rock

August 13th - Itchycoo Park Woodstock Era

**August 20th - Mitten Strings** 

Classical Quartet

\*In partnership with Highland Twp. Library

hland

#### 7. Public Comment



#### Memorandum

To: Board of Trustees

From: Elizabeth J Corwin, PE, AICP; Planning Director

Date: May 28, 2024 Re: URSA 24-01

Special Approval for Gas Station URSA 24-01

Vacant N. Milford Rd PIN 11-15-326-017

I understand that the Board tabled the application for Special Use Approval for a gas station at the NE corner of N. Milford Road and E. Wardlow Road to consider the body of public comment recorded by the Planning Commission at their public hearings, in addition to new comment raised at the Board meeting. This is in keeping with the Board's interest of balancing the rights of the property owner with those of the public, and arriving at an educated decision about whether the proposal meets the standards of approval for the special use as designated in the Zoning Ordinance.

As you recall, the Planning Commission recommended approval of the proposal, recognizing that many state and county agencies were also responsible for reviewing the plans and ensuring that the public health and welfare are protected. They offered a few conditions of approval related to the hours of operation and liability insurance.

The public comment fell into several broad categories. These include: site plan issues, traffic, proximity to the school property, emergency response, and environmental concerns. Environmental

concerns can be further divided into air borne contaminants, (primarily benzene) and spills/leakage that might contaminate groundwater.

There are other concerns that simply are not appropriate to consider such as economic competition or market demand.

The site plan issues will not be resolved until the complete site plans





are considered, which comes after your decision on the land use. These are the issues like lighting, landscaping, adequacy of the drainage provisions, etc.

The Planning Commission was confident that the Road Commission for Oakland County would address the traffic issues in their review of the driveway permits. The applicant asserted that the traffic is likely to be stops on a planned trip, rather than new trips. The RCOC can consider turn restrictions, lane widenings, acceleration/deceleration lanes, etc. based on the anticipated trip generation (which is about 100 peak hour trips for a small gas station/convenience store.) The RCOC review will come during site plan review. The Planning Commission believed this expected trip generation is not dissimilar to what might be expected for a retail use that would be allowed by right, such as the existing 7-11 on the opposite corner. With an ADT of 2,935 vehicles per day on E. Wardlow Road, the roadway has capacity for more traffic (Design ADT for two-way two-lane traffic is 3400 vehicles per day or more.)

The Huron Valley Schools received notice and were also approached regarding feedback on the proposal, and they have offered no specific concerns. Concerns about a potential liquor license are speculation at this point as the applicant has not requested one and there is a process to evaluate such requests. The 1000-foot setback from gas stations set forth in public comment comes from a USEPA document meant to guide school districts in gaining meaningful public input in evaluating new school siting alternatives. It recommends consideration of mitigative measures such as enhanced landscaping or engineering controls such as indoor air filtration at this distance.

An often-adopted regulatory standard is 300 feet isolation based on a calculated risk of cancer incidence of 3 cases per million persons based upon persistent exposure to air-borne benzene. One EPA published scientific study suggested that 500 feet might be more appropriate for outdoor activity, although that number is dependent on prevailing wind conditions, topography and landscaping. I have provided a map with 300 and 500 foot buffers from the proposed pumps and from the parcel boundary for your consideration.

The Planning Commission recognized that the Township participates in a County-wide partnership for emergency response planning. The community should be assured that the Fire Department has a plan in place, knows who to contact and what actions to take to launch an immediate response to a train derailment, gas station fire or tanker overturn.

The most prevalent concern is related to the possibility of groundwater contamination, resulting from either a tank leak or a spill. The applicant and one local resident who works in the industry described the current regulations regarding double wall containment of the tanks, the monitoring, inspection and reporting all involved in owning and operating a gas station. There are automatic shutoffs and emergency shutoffs that limit the potential for spills. Oil separators are required for the stormwater drainage system upstream of the retention basin.

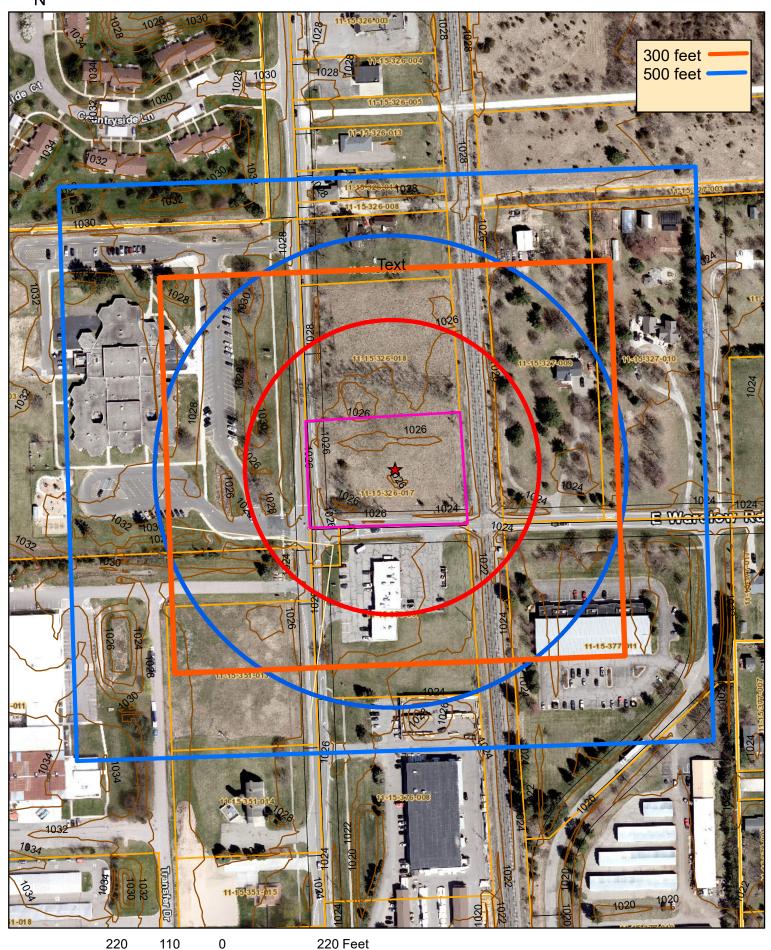
Gas stations must satisfy the rules, regulations and inspections of multiple state agencies. The Planning Commission, in their analysis, determined to trust the state and county agencies who have regulatory oversight. They noted that other industries are less regulated than gas stations and that the regulations continually evolve as we learn how to better protect the community.

One additional concern that was raised is the additional expense to neighbors in the event that their own well fails. If any Type II well within 800 feet of the tanks were to fail, the well would be replaced with either a connection to public water, or with a well drilled to Act 201 standards, which are considerably more costly than a typical well. This would not affect any adjacent residential property owner. The Township's water system is nearby, at the NW corner of N. Milford and W. Wardlow. There has been interest expressed by some property owners in extending water service to the north. Consideration should be made for a future project to extend the watermain.

In closing, I would like to direct you to the Standards of Approval in Section 6.03H of the Zoning Ordinance (Chapter 25 of the General Code of Ordinances). The decision to allow a commercial activity at this site is in the past; the Master Plan and Zoning Ordinance allow the consideration of this use. If you approve the special land use, the site can be a gas station/convenience store. If you do not approve it, there can still be retail activities with similar traffic, noise, light and other impacts that the public commented on. The Planning Commission tried to parse out the special impacts of gas stations that exceed those of other allowed uses and determined in the end that the proposal satisifies the standards of approval because of the regulatory framework surrounding the use.

You are free to approve the use, subject to development of appropriate permit language; to deny the permit with reason; or to table the permit for further information.





## 2024 Gas station proposal (PIN 11-15-326-017) - talking points, Board of Trustees mtg 5-13-24

- 1. There is not another business located north of E. Wardlow Rd. that is zoned C-1 with a special use permit. The general commercial & industrial manufacturing businesses are all located south of E. Wardlow Rd. So, why do we have a master plan?
- 2. Spillage at the pumps is a more likely source of fuel being released into nearby waterways. Research that I included in my email to this board found that an average of 40 gallons of gasoline is spilled annually at the pumps of a typical gas station, and one gallon of gas can contaminate one million gallons of groundwater.
- 3. One pin-prick sized hole in an underground storage tank can leak 400 gallons of fuel a year, and our water supply comes from private wells. The U.S. Environmental Protection Agency has listed vehicle fueling locations as **stormwater hotspots**.
- 4. There are nearly 100 residential homes within ½ mile of this location, and a signed petition was submitted to the Planning Commission asking that this proposal be denied. This is a densely populated residential area, and a gas station is not in keeping with the residential character of the neighborhood.
- 5. The cancer risk posed by gas station emissions stems from <u>benzene</u> (a <u>known carcinogen</u>) and other compounds. The population most susceptible to poor air quality includes children and older adults, and exposure may be harmful to the reproductive organs.
- 6. This property is located at an intersection that only has one lane of traffic in either direction at both Milford Rd. and E. Wardlow Rd. and is across the street from a school building that has bus traffic, auto traffic and pedestrian traffic. The other 6 gas stations in Highland either have more lanes of traffic, or right turn lanes and are not near a school building. With a population of 20,179 do we need another gas station and/or possibly 3?
- 7. A traffic study completed by the Sheriff Dept. in 2022 stated that 2,935 vehicles travel E. Wardlow Rd. between Harvey Lake & Milford Roads in a 24-hour period. How much more traffic do we need at this intersection which would impact left-turn lanes?
- 8. Back in the 1980s, my husband witnessed a railroad car jump the tracks at Livingston Rd. causing a derailment further south down Milford Road. Our concern is that this station is right next to railroad tracks. Should there be a derailment, should there be sparks, etc., what impact might that have on nearby gas pumps? Derailments do happen.
- 9. I checked with the planning department regarding some comments made at the Planning Commission meeting on April 4<sup>th</sup>. Bill's Collision Shop and Mesopotamia Meat Packing were mentioned as other businesses falling outside the office zoning guidelines. I was told that they were "legal non-conforming-use" businesses who <u>predated</u> current zoning ordinances.
- 10. Harvey Lake Estates' first 33 parcels of land were developed beginning in late 1958 prior to any extensive development of the industrial/commercial corridor south of E. Lake Road.

My name is Dallas Fisher, lifetime resident at 1905 N Duck Lake Rd. I was the young man sitting in the second row to the left from the front of the board, wearing a navy blue polo shirt, at Monday's board meeting. I am writing to each of you today in regards to item 9a, URSA 242-01 Special Approval of Land Use for gas station; vacant NE corner of N Milford/E Wardlow, PIN 11-15-326-017; Applicant Sarmed Raouf; Property Owner RIMA Properties, LLC.

I write out of concern as to what the construction and operation of a new gas station in Highland would mean for our community. I cannot recall the name of the gentleman who spoke about the future of our community, but as a soon-to-be 21 year old resident of Highland, I am the future, and I'd like my voice to be heard. For context as to what my background is, I am a rising senior student at Hope College who's studying electrical engineering and environmental science. I am also the Co-President of Hope Advocates for Sustainability, an intern cohort responsible for all of our sustainability initiatives and sustainable practices on campus. While I may not be a professional as Mr. Conklin kept reiterating during his comments, I do have experience regarding environmental science, as well as having taken courses in Environmental Public Policy and Earth & Ethics.

My greatest concerns regarding a new gas station on the NE corner of N Milford/E Wardlow is of course, the environment. First and foremost, the water. The construction of the gas station would take up a considerable surface area on the land. Does Mr. Raouf have any plans in regards to the runoff of the water he'd be displacing with his gas station? This is an important question not only because of the soil he'd cover, but also because I don't quite agree with the sentiment that the lot he'd like to build his gas station on is vacant. Are there not plenty of trees on the corner of that land? What about the trees just north of the proposed lot? Would those be removed, too? Continuing my concerns would be the additional pollution this would bring to the area. As far as air pollution goes, the gas station would reduce the air quality in the area, which is

home to Apollo Early Childhood Center and Highland Greens Estates. Would you like to present that increased risk to at-risk individuals, both children and seniors located at the preschool or trailer park? The air pollution would be directly impacting a high population of disadvantaged individuals in our community, which can be avoided entirely.

Next, the water pollution. If I recall correctly, the housing along Wardlow, most notably Harvey Lake Estates, is home to private wells. Additionally, the area is home to Harvey Lake. Take a moment to think about all of the pollutants that the water would pass through while it's running off of the gas station and into the surrounding areas. Personally, I could do without any additional pollutants in my local drinking and/or recreational waters.

In addition to those concerns, the noise and light pollution. Gas stations are home to numerous bright neon signs that serve all sorts of purposes. Not only that, but it would bring in additional people and vehicles to the area. The additional light and noise to a highly populated area would not be ideal for the living conditions for the current residents. This also reminds me of safety concerns. A gas station, a place where it is normal for vehicles to be constantly coming in and out of the premises, would be located near both a preschool and trailer park. Does this not concern anyone about potential crimes taking place at this gas station? I don't say this in any way to indicate any sort of profiling on the community, but it's not uncommon for things such as human trafficking and drug deals to happen at an establishment such as a gas station, especially near M-59 and a short distance to major highways. This area is already one of the less-reputable places in the township, and a gas station wouldn't help that sentiment.

Finally, the land pollution. I encourage any of you to drive by this area, both Milford Rd and Wardlow Rd, and take a look along the side of the road. Do you not see ridiculous amounts of pollution? In fact, if you'd like me to begin to quantify it for you, I took a little over an hour to clean up some of the trash on the side of the road near the proposed gas station site. On just a small area of land along Wardlow and along the railroad tracks, I managed to pick up 32 lbs of trash. This consisted of any and all trash in the area, regardless of size. Attached is an image of the small effort made. I ask you to take a look yourselves because even if you look at both the image I sent you and along the roadside itself, there is not a noticeable difference in the quality

of the roadside. Increasing the traffic and businesses in the area will only contribute to an increased land pollution problem for the area. While I will continue to make efforts to clean the area, what other efforts or initiatives are being taken to protect our land in our community?

Mr. Hamill said it himself during the meeting, that Highland is a "great place to live." Now, ask yourselves, do these concerns with introducing a new gas station to the township sound like a characteristic of a great place to live? In fact, Mr. Raouf himself lives not in Highland, but in West Bloomfield! Does he truly care for the quality of our community, or is he using it as a means to fill his pockets? Highland is not a tool. It is my home, and home to thousands of others, too. This home is one I would like to continue to preserve, and the addition of Mr. Raouf's gas station does not help that cause.

I hope to hear back from any number of you and that my voice is heard, full of its many concerns for the well-being of our community.

Sincerely,

Dallas Fisher



# PACKET FROM 5/13/2024 BOARD MEETING



# Memorandum

To: Board of Trustees

From: Elizabeth J Corwin, PE, AICP; Planning Director

Date: May 16, 2024 Re: URSA 24-01

Special Approval for Gas Station URSA 24-01

Vacant N. Milford Rd PIN 11-15-326-017

For your consideration is an application for Special Approval of a Land Use to permit construction of a gas station at the NE corner of Milford Road and E. Wardlow. The Planning Commission conducted a public hearing in conformance with state law and our zoning ordinance on March 21, 2024. Few neighbors offered any comment except for Sam Impastato who owns the strip center on the opposite corner, who expressed concern about the safety of his drinking water well. The Planning Commission tabled the application to consider their recommendation.

Shortly after the meeting, the neighborhood to the east started expressing concern about the proposal and sent numerous petitions and letters for consideration. The Chairman of the Planning Commission reopened the public hearing so that these concerns could be heard. The correspondence and record of the hearings can be reviewed in your attached packet.

Ultimately, the Planning Commission voted to recommend approval of the Special Use, fully aware of the continued study and review of multiple agencies, especially the Michigan Departments of Energy, Great Lakes and Environment and Licensing and Regulatory Agency.

The Planning Commission also recommended that the Board review the liability insurance limits that will be imposed by the State of Michigan and negotiate an increase in the limits if deemed appropriate given the potential risks.





URSA 24-01 March 21, 2024 Raouf Gas Station p. 2

One of the factors that the Planning Commission considered in forming their recommendation was the proximity of the Highland Township Water System. The Planning Commission suggests that the Township Attorney be consulted to determine if such insurance or any terms in a development agreement could provide a means to extend the watermain to the north from its present location should a problem arise.

As this application is for a Special Use Permit, final approval is reserved to the Board of Trustees. The site plan however, has been presented as a concept only. The site plan will come back to the Planning Commission as a preliminary site plan, and again for final approval once all outside agency approvals are obtained.

You are free to approve the use, subject to development of appropriate permit language; to deny the permit with reason; or to table the permit for further information.

## Highland Township Planning Commission Record of the 1411th Meeting Highland Township Auditorium April 4, 2024

#### **Roll Call:**

Grant Charlick, Chairman Kevin Curtis Chris Heyn Mike O'Leary Roscoe Smith Scott Temple Russ Tierney (absent) Guy York

Elizabeth J. Corwin, Planning Director

Visitors: 94

Chairman Grant Charlick called the meeting to order at 7:30 p.m. He explained that the agenda included two requests for land uses requiring special approval and noted that the Planning Commission was a recommending body, and that the requests would be presented to the Board of Trustees for a final decision. He explained that due to the apparent interest in Agenda Item #2 as evidenced by the amount of correspondence and size of the audience, the public hearing would be reopened.

#### Roll Call:

Agenda Item #1: Call to the Public: Opportunity for anyone to bring forward issues of interest or concern for Planning Commission consideration. Each participant limited to 3 minutes.

Tanya Emerson, 1939 Scenic Drive, Milford voiced her objection to the proposal for a kennel at Honeywell Lake Road. She reported that the site was noisy today. She reported that she had spoken to Deputy Klocha at Oakland County Animal Control about her concerns for the welfare of the animals and learned that 17 citations had been issued for unlicensed dogs. She was concerned for the safety of her son, should one of the dogs get loose in the neighborhood.

#### Work Session:

#### Agenda Item #2:

Parcel # 11-15-326-017

Zoning: C1-Local Commercial Address: Vacant N. Milford Rd

File#: URSA 24-01

Request: Use Requiring Special Approval for Gas Station

Applicant: Sarmed Raouf

Owner: Rima Properties, LLC

Mr. Charlick reintroduced the request for special approval for a gas station for the vacant parcel at the northeast corner of North Milford Road and East Wardlow Road. He opened the floor to comment from the public at 7:37 p.m.

Sam Impastato, owner of the commercial strip center at 1830 through 1870 North Milford spoke of his concerns about the impacts of this development on the safety of his drinking water well and implications for his future costs. He noted that his property was developed in 1976, and that he bought the property in 1986. In that time, he has replaced his well three times, most recently five years ago. He has spoken to the Oakland County Health Division staff and learned that since he has a Type II well, anyone within 800 feet of the gas station would be required to drill any wells to higher specifications, including a greater depth, steel casing and cement grout. He would be required to have a copper service lead from the wellhead to the building, which is currently a distance of 250 feet. The cost of his well was \$40,000 five years ago, which would probably be tripled today. A safe supply of drinking water is essential to his tenants, which include a dentist and food services.

Donna Hubbard, 1556 Pruit is a board member on the Harvey Lake Estates homeowners association. She noted that her subdivision is one half mile east of the proposed gas station. The concerns of the homeowners include the following: a) questions if studies regarding the traffic impacts and other negatives impacts on the neighbors such as lighting, noise and emissions have been submitted or will be required. b) concerns about potential leakage and containment c) proximity to school and questions about whether liquor will be sold d) implications if there were a railroad accident and e) questions about whether the Township has a plan for response in the event of a major spill.

Dennis Wilson, 1520 Pruit is also a board member. He asked if the Planning Commission was aware that the subdivision is already concerned about major contamination resulting from Numatics operations and wonders if the gas station could exacerbate the issue. He also seconded Ms. Hubbard's concerns about a train derailment at Wardlow Road.

Joe Robert, 1351 Kingsway asked if a Phase I baseline environmental assessment had been completed and whether a Phase II study would be required. He asked if the public would have access to such studies.

Beverly Ridling, representing Countryside Condominiums noted that her membership was concerned about increased traffic, whether this would be a 24 hour per day operation, proximity of the school to the gas station, impact of lights and noises, and the potential for accidents.

Chris Conklin, 1743 Pruitt noted that he has experience with the State of Michigan inspecting underground gas tanks, and currently works for Corrigan Oil. He noted that this is a virgin site, which would not require the submittal of baseline environmental assessments. He explained the state of Michigan isolation requirements for public drinking water wells. He noted that Mr. Impastato would not bear responsibility for replacing his well should contamination be discovered, but that he is correct in stating that the isolation distance to a gas station is 800 feet. He noted that the isolation distance for a Type I or IIa well, such as the Highland Greens well is 2000 feet. He noted that there is a process for applying for a variance to drill to develop a site within the required isolation distance, and that the specifications for a new well would be more protective and costly.

He added that the State of Michigan adopted standards of the US Environmental Protection Agency (USEPA) in 2016, and that the new standards required secondary containment and leak detection that would automatically disable operations so that no more gas could be pumped. He also added that the rules allow a school to be sited within 30 feet of a gas station.

His experience has shown that traffic on the surrounding roadways is not increased from a gas station, which tend to be stops in a longer trip rather than new trips. He also noted that impacts from lighting can be controlled.

He added that gas stations are one of the most highly regulated land uses, and that contamination is more likely to come from land use such as dry cleaners, lumber yards, automobile repair and body shops. He referred to the former Marathon gas station at Milford Road and M-59. He was involved as an inspector on that leaking underground storage tank. Those tanks were only single wall tanks. Modern installations are double walled, even on the tanker trucks.

Eric Dernay, 825 E Wardlow Road was concerned about traffic and the railroad. He noted public safety concerns since there were no sidewalks in the area. He suggested that there is no business case for a new gas station since there are six existing gas stations in Highland Township. He also noted wildlife concerns and referred to deer/vehicle crashes in the last few years.

Kelly Vella, 1564 Heritage Way asked why a gas station would be needed there, and not on the vacant corner of M-59 and Milford Road.

Mr. Charlick closed the public comment as 7:56 pm. He asked the applicant if they would like to add any information or respond to anything he heard.

Mr. Raouf explained that he had not received feedback from the Road Commission as they preferred he obtain his use approval before discussing the site. He addressed various concerns of the audience, noting that his site plan is conceptual, and that he can address noise and light with design elements. He noted that the technology involved in a modern gas station nearly eliminates potential for serious contamination. He also believed that the traffic will slow down with a gas station at the corner. He also noted that he is not ready to deal with the Health Division yet; but will address their requirements in site plan review. He also noted that the area includes other industrial users like collision shops and factories, and that this site should be environmentally safe in comparison.

He explained to the audience that the request is for special approval of a land use. There is a conceptual plan to help the Planning Commission consider the site broadly, but it does not include all the details that will be looked at before site plan approval. The task of the Planning Commission is to set aside emotion and look at the standards of approval for the use.

First, Mr. Charlick noted that the zoning is correct for the proposed use. C-1 zoning allows for a variety of retail uses, including such uses as dry cleaners, restaurants, funeral homes and pool halls that would not require a public hearing. This agenda item is dealing only with the use as a gas station. Special approval is also necessary for the drive-thru window, but that information was lacking from the original application and therefore proper public notice was not undertaken. The drive-thru window would be taken up at a future meeting.

Mr. Charlick noted that some of the concerns raised this evening included potential impacts that would apply evenly to other uses permitted by right, such as site lighting and are part of the applicant's right to develop the site. Those considerations can wait for the detailed site plan. He noted further that regardless of any decision made tonight, there would be many agencies involved and safeguards in place should the applicant be allowed to proceed to develop a gas station.

Mr. Temple thought it was worth noting that the zoning was put in place by the Board of Trustees, despite the Planning Commission's recommendation of denial of the request for C-2, General Commercial Zoning.

Ms. Corwin explained that this property is currently zoned C-1, Local Commercial. The parcel had been zoned OS, Office Service, until the applicant requested rezoning to C-2, General Commercial. The Board did allow the C-1, Local Commercial zoning, since this district is mapped with OS zoned parcels in the same Master Land Use Category. The reason why some uses require Special Approval is that not every parcel in the C-1 Zoning District might be appropriate for this use, or might only be appropriate for the use if some conditions are imposed.

Mr. Temple noted that the Planning Commission is required to review only specific standards to determine if the use is acceptable, even though the details of the site development are still unknown. He noted he shares some of the concerns of the audience. The standard he is most concerned with is whether the site meets the character of the surrounding area. Other standards of approval will be addressed through the work of other agency, such as the Michigan Department of Energy, Great Lakes and Environment.

Ms. Corwin explained that the Marathon gas station in question was developed in 1963 with then current standards and a single wall gas tank. There was a release of product detected in 1993, as Mr. Conklin had described, and there was considerable investigation including soil and water sample tests. There was never any detection of the volatile compounds detected in adjacent drinking water wells, but in an abundance of caution, Marathon entered into a voluntary bottled water agreement with neighbors while the testing was underway. Ultimately, Marathon paid the Township to extend watermain to the nearby neighbors, the tanks were removed along with contaminated soil and the building razed. The site is essentially remediated, although testing continues. The Township understands that the property was sold and the new owner is contemplating a redevelopment plan for the site.

Mr. Temple also asked about contamination from Numatics..

Ms. Corwin explained also the Numatics remediation project. Through their operations, there was a release of solvents to the shallow groundwater. That pollution plume migrated offsite. In Michigan, there is a "polluters pay" policy, and Numatics has been liable for significant costs and effort to clean up the contamination. Ms. Corwin noted that active remediation and monitoring will continue for years. As new techniques are identified, there will likely be stepped up efforts.

Mr. Temple noted that advancing technology has helped mitigate his concerns through prevention and better response. He noted that he frequents a gas station on Hickory Ridge Road in Rose Township, which is even farther removed from highways and surrounded by a more residential character, and that it seems to work to serve its neighborhood.

Mr. Smith noted that the Zoning Ordinance has very specific rules about what may be considered in decisions about land use, especially special approval. Sometimes, the Planning Commission must decide against a project that individual members might personally welcome; or recommend approval of a project that members are not personally in favor of. The Planning Commissioners take an oath to uphold the Zoning Ordinance.

Mr. Smith discussed the history of the North Milford Road corridor as regards to zoning. Through review of aerial photographs, it becomes clear that this has been the industrial/commercial corridor for sixty years or more. In the 1974 photographs, Advance Concrete is seen. In 1963, Marathon Gas and Harvey Lake Estates. Numatics is developed before 1963 as well. The railroad stood always as the demarcation from commercial/industrial activity and residential development.

Mr. York remarked that this is not the first, nor the last time this site will be discussed. There are many hoops ahead for the applicant to go through. There will be reviews by the County Road Commission and Health Division, the Michigan Department of Energy, Great Lakes and Environment and licensing. The

applicant will have to invest serious time and money into pursuing all the necessary approvals, and the other agencies must see the land use approval first, before they dig into the details.

Mr. York read the intent statement of the C-1, Local Commercial District. He emphasized that the applicant is developing this site to serve his neighbors. He will create a safe and attractive site to earn their business. No one will drive from Waterford to do business with a gas station in Highland Township, just because the applicant is a swell guy. Mr. Raouf wants to build the gas station to serve this community. It is the Planning Commission's responsibility and opportunity to place well considered constraints on the proposal so that the resultant project is one that the neighborhood can be proud of and be confident in its safety.

Mr. York went on to say that we can negotiate the hours of operation and there are standards for such things as signage and lighting. The goal is to build something everyone can be proud of.

Mr. Raouf thanked Mr. York for his comments and noted that he got the idea to build a gas station from his regular customers at 7-11.

Mr. Charlick asked if Mr. Raouf would be willing to accept limitations on the hours of operation. Mr. Raouf said his preference would be 5 am to 12 midnight. Those hours serve the early commuting traffic. He said 7-11 requires 24 hour operations in their agreement, but they have looked the other way for small site like his because of the difficulty in staffing.

Mr. Charlick also noted that he does not believe traffic is an issue that is any different for a gas station than the other acceptable uses for the site. Some C-1 based businesses may draw more traffic from outside areas than a gas station would.

Mr. Charlick also noted that although there is always a chance that there could be contamination from the gas station, this is a highly regulated industry, whereas other industrial users are less regulated. There is constant oversight and reporting for gas stations. The Township trusts the State to do the work to protect the community.

Mr. Charlick asked Mr. Raouf if he was familiar with the State of Michigan requirements to carry pollution liability insurance. Mr. Raouf answered that he has discussed it with advisors. Insurance premium rates are decreasing over time because the experience of the industry is that sites remain clean. Mr. Charlick asked if he would be open to providing additional insurance above the State requirements. In other words, would he be willing to go the extra mile? Mr. Raouf was open to exploring that possibility with the Board of Trustees when he has had time to research it.

Mr. Temple restated his concern that the intensity of commercial activity should be limited to south of Wardlow Road. He reiterated that it was the Board that allowed the commercial zoning, and that a gas station would not have been allowed in Office Service zoning. His greatest concern remains with whether the use is compatible with the character of the area or extends the commercial/industrial character north of where it should be contained. He acknowledged that the area includes a wide variety of uses though; and noted that there was once a meat packing business nestled in the residential properties. He believed the neighbors would be likely to patronize this business.

Mr. O'Leary supports the project. His hope is that fresh development will bring the challenge to neighboring commercial properties to renew their facades and sites as well to foster economic competition. He believes the development is good for the community.

Mr. Heyn noted that he thought of this area as having an industrial character. The primary areas of commercial activity in the Township are at Duck Lake Road or South Milford Road.

Mr. Charlick moved to recommend special approval of the proposed land use for a gas station for parcel 11-15-326-017 at the north east corner of North Milford and East Wardlow subject to limiting the hours of operation from 5:00 am to 12:00 midnight and further recommends that the Board of Trustees review the adequacy of the pollution liability insurance and steer the applicant to add more if deemed insufficient. Mr. York supported the motion.

Mr. Temple proposed an amendment to the motion to add the requirement of a traffic study. Mr. Charlick thought a better amendment would be to acknowledge the requirements of the approvals of outside agencies prior to final site plan approval. Mr. York also thought it important to clarify that multiple layers of review would be needed as agency approvals are obtained. Mr. Charlick accepted the amendments and Mr. York affirmed his support of the motion as corrected.

Ms. Corwin read the motion: to recommend approval of the Use Requiring Special Approval for a gas station for the subject parcel at the northeast corner of North Milford and East Wardlow, subject to the following conditions: hours of operation limited to 5:00 am to 12:00 midnight, that the Board of Trustees explore the adequacy of the pollution liability coverage required by the State of Michigan and negotiate a greater amount if deemed appropriate; and that a multiple step site plan process would be followed including a preliminary site plan with tentative approvals from all approving agencies prior to final site plan approval. Mr. York supported the motion.

Vote: O'Leary-yes; York-yes; Temple-no; Heyn-no; Curtis-yes; Charlick-yes; Smith-yes. Motion carried (5 yes votes, 2 no votes).

The audience was advised that the application will be presented to the Board of Trustees at their next meeting, which is May 6 at 6:30 p.m. The location will be published with their agenda.

#### Agenda Item #3:

Parcel # 11-32-300-012

Zoning: ARR. Agriculture and Rural Residential

Address: 2700 Honeywell Lake Rd

File#: URSA24-02

Request: Use Requiring Special Approval for kennel

Applicant: Elizabeth Earl Harding
Owner: Elizabeth Earl Harding

Mr. Charlick reintroduced the request for special approval of a kennel on a ten-acre parcel on Honeywell Lake Road. He explained that the public hearing had been closed at the previous meeting and that this time was for the Planning Commission members to discuss the proposal.

Elizabeth Harding noted that she realized that she had groomed dogs for people who had spoken against her proposal at the previous meeting. They did not seem to understand that the proposal was to continue to house dogs as she has in the past, and not expand and begin a big commercial business. She explained that although she had been cited for seventeen unlicensed dogs, she had since complied in as much as possible, by licensing her personal dogs. She did receive a fine for one dog that was unlicensed.

Mr. Charlick remarked that the application had nothing for them to react to as to the adequacy of the proposal. He did not believe that the Planning Commission could grant approval based on what was presented. Mr. Temple agreed that he really has no concept of what this kennel proposal entailed, other

## Highland Township Planning Commission Record of the 1410th Meeting Highland Township Auditorium March 21, 2024

#### **Roll Call:**

Grant Charlick, Chairman Kevin Curtis Chris Heyn Mike O'Leary Roscoe Smith Scott Temple Russ Tierney (absent) Guy York

Elizabeth J. Corwin, Planning Director

Visitors: 18

Chairman Grant Charlick called the meeting to order at 7:30 p.m.

Roll Call:

Agenda Item #1: Call to the Public: Opportunity for anyone to bring forward issues of interest or

concern for Planning Commission consideration. Each participant limited to 3

minutes.

No members of the public offered comment.

#### Public Hearing:

#### Agenda Item #2:

Parcel # 11-15-326-017

Zoning: C1-Local Commercial Address: Vacant N. Milford Rd

File#: URSA 24-01

Request: Use Requiring Special Approval for Gas Station

Applicant: Sarmed Raouf

Owner: Rima Properties, LLC

Mr. Charlick introduced the request for special approval for a gas station for the vacant parcel at the northeast corner of Milford Road and East Wardlow Road. The 1.7 acre parcel was rezoned to C-1, Local Commercial in 2022. The applicant, Sarmed Raouf submitted a conceptual plan to support the request.

Mr. I Shan Turk of Turk Architects was present to explain the request. The project would include a 4500 square foot convenience store and a 3600 square foot canopy for fuel pumps. The concept plan shows how the project could fit within the setbacks, and also provide room for the septic system, water well and a storm water basin. If a basin proves infeasible, the applicant is prepared to construct under parking area infiltration basins.

Mr. Sarmed Raouf, the applicant explained that project is also envisioned to include a drive thru fast food store, such as a Tim Horton's.

Mr. Charlick opened the public hearing at 7:36 pm.

Mr. Sam Impastato, whose family owns a strip retail building on Milford Road, south of East Wardlow expressed his concerns about environmental risks, particularly the protection of drinking water wells. He also noted that one tenant in the building is also a convenience store, and noted his concern that there was not enough demand for two stores to thrive.

Mr. Charlick closed the public hearing at 7:37 pm.

Mr. Charlick asked about the hours of operation. Mr. Raouf explained that the plan is for a 24 hour operation, but would be willing to accept some restrictions, such as 5:00 am to midnight. Mr. Charlick thought that might be important since there is residential property to the east of the railroad. Mr. Temple asked about the hours of the nearby 7-11, which Mr. Raouf explained the corporate preference is 24 hours, but the Highland Store closes overnight.

Mr. Temple was concerned that the site geometry did not allow enough room for drive through traffic and still provide access for the dumpster.

Ms. Corwin reminded the Planning Commission members that the plan before them is not the detailed site plan, but rather a concept to support the request for the use. She reviewed the Standards of Approval from the Zoning Ordinance.

Mr. O'Leary noted that the traffic circulation seemed appropriate and that he liked the ability to offer two driveways, one of each road.

Mr. Charlick noted that one advantage of this location for this use is its proximity to public water supply should an environmental spill threaten the groundwater for this or neighboring properties. He further noted that it is reasonable to have services offered in each quadrant of the township. The residents would appreciate a convenient location to fill gas cans for mowers and the like.

Mr. Curtis expressed a concern about the sweep of headlights from the drive-thru to residential properties to the east. He thought a significant landscape buffer should be provided.

Mr. York expressed concerns about traffic and suggested a comprehensive traffic study would be needed. Ms. Corwin reviewed what is known about traffic counts on the adjacent roadways, with about 10,000 vehicles for two-way traffic on Milford Road and 4000 vehicles for East Wardlow. She further noted that a gas station of this size is expected to generate about 120 peak hour trips. She explained that the Road Commission for Oakland County would base its requirements for driveway access and geometry, acceleration/deceleration lanes and/or turn lanes on traffic warrants.

Mr. Smith was concerned about the proximity to the Apollo Center on the west side of North Milford, which currently hosts a daycare service. He felt that liquor sales would not be compatible with nearby school district owned property.

Mr. York also noted that the concept plan shows little landscaping on the north side, which would not promote harmony with the adjacent office use. He asked which property would be responsible for the landscaping. Ms. Corwin noted that there is not a requirement for a substantial landscape buffer between non-residential uses. Mr. Temple noted that marginal access should be provided to the north.

Mr. Temple moved to table the request until the next meeting, which is April 4<sup>th</sup>. Mr. Curtis supported the motion. Vote: Heyn-yes; O'Leary-yes; York-yes; Curtis-yes; Charlick-yes; Smith-yes; Temple-yes. Motion carried (7 yes votes, 0 no votes).

Mr. Raouf was advised to contact the Road Commission for Oakland County and Health Division to get their initial reactions to the proposal.

#### Agenda Item #3:

Rarcel # 11-32-300-012

Zoning: ARR. Agriculture and Rural Residential

Address: 2700 Honeywell Lake Rd

File#: URSA24-02

Request: Use Requiring Special Approval for kennel

Applicant: Elizabeth Earl Harding
Owner: Elizabeth Earl Harding

Mr. Charlick introduced the request for special approval of a kennel on a ter-acre parcel on Honeywell Lake Road. He invited the applicant to explain her proposal.

Ms. Elizabeth Harding, 2700 Honeywell Lake Road, explained that the has lived on the property since 1991. She runs a non-profit foster-based rescue, focused on small breed dogs and has 30 years of experience in training, grooming, boarding and fostering dogs. She has fostered for other organizations at this site for five years.

When dogs are brought to the property, they are quarantined for 7 days, and assessed for temperament before being assigned to foster placements. She maintains two fenced areas for the dogs to run outside. The fence is four-foot farm fence with a smaller spacing on the lower two feet to keep the dogs from squeezing through. The east fence is on the property line. The middle fence is approximately 100 feet from the east property line, and the west fence is approximately 100 feet from the west property line.

Ms. Harding said the dogs are seldom out for long periods of time unless the family is outside with the dogs, and that she brings them in if they start to bark. She said tries to be mindful of the neighbors.

Mr. Charlick opened the public hearing at 8:02 pm.

Ava Hilton, Milford Township, was surprised to hear the applicant had been fostering for so long. She has had no problems in the past. She asked how many dogs were involved.

Mr York was also curious about the number of dogs and invited Ms. Harding to respond. Ms. Harding owns 14 dogs and has as many as ten dogs in the assessment stage of fostering a any given time. She stated that she treats all her dogs and foster dogs as pets, and they live in the house with her family.

Mr. Charlick asked if Highland Township imposed limits on the number of dogs. Ms. Corwin explained that without a kennel permit, the limit was 2 adult dogs as well as puppies under the age of 6 months. She said that the Township did not actively pursue enforcement of households with more than 2 dogs, but did respond to complaints when received. She noted there were noise ordinances and dogs were required to be in owner's control. Any limits on the number of dogs would come from the Oakland County Animal Control Kennel license based on their assessment of the capacity of the facility.



# Memorandum

To: Planning Commission Members

From: Elizabeth J Corwin, PE, AICP; Planning Director

Date: March 21, 2024

Re: URSA 24-01

Special Approval for Gas Station URSA 24-01

Vacant N. Milford Rd PIN 11-15-326-017

You are asked to consider an application for Special Approval of Land Use to allow a gas station on vacant property on the NE Corner of N. Milford and Wardlow Road. This property was rezoned to C-1, Local Commercial Zoning District in 2021, although the Planning Commission recommended denial of the request. The applicant has provided a conceptual plan for the use approval only. The site plan will follow as a separate application if the use is approved by the Township Board.

For a Special Approval of Land Use for a gas station, the applicant must satisfy the required standards of approval in Section 6.03H. In general, the standards require the Planning Commission to consider whether the use is consistent with the Master Plan and protects the health, safety and welfare of the residents. This includes an analysis of the traffic patterns and potential negative impacts to the neighbors from light, dust, noise and other factors arising from use of the site as proposed.

Neighboring properties include a strip commercial center to the south, industrially zoned properties and the Apollo Center to the west, vacant office services zoned property to the north and 1.5 acre zoned residential properties on the west side of the CSX Railroad

As a corner lot, the site is burdened with two front yards and a rear yard. The applicant has demonstrated through his concept plan that a 4500 square foot convenience store and pumps with canopy could fit

ROW which abuts the parcel.





URSA 24-01 March 21, 2024 Raouf Gas Station p. 2

within the building envelope, leaving room for site circulation and parking. The concept plan also shows reasonable location for stormwater detention, septic and well, which respect required isolation distances. These systems would clearly require approval of outside agencies and engineering review.

You are not asked to review the site plan in detail at this time, although it is appropriate to point out issues that should be addressed in a future site plan. Appropriate considerations in a Special Permit Use Permit include hours of operation, traffic impacts, buffering requirements, if any, between this use and the residential property to the east. Any motions that you make should refer back to findings relative to the Standards of Approval.

The Planning Commission is a recommending body. The proposal will pass with your recommendation to the Board of Trustees for a final decision.



### PUBLIC HEARING CHARTER TOWNSHIP OF HIGHLAND PLANNING COMMISSION March 21, 2024 7:30 P.M.

**NOTICE IS HEREBY GIVEN** that a public hearing will be held at the Highland Township Hall Auditorium, 205 N. John St. on Thursday, March 21, 2023, at 7:30 p.m.

**Notice is further given** that all interested parties are invited to review the request and offer comment through the internet or mail. The application may be viewed at http:\\highlandtwp.net under the Planning Commission tab. Comment may be submitted to <a href="mailto:planning@highlandtwp.org">planning@highlandtwp.org</a>, mailed to the Township offices or dropped in our secure drop box at the Township Offices, 205 N. John St. If you have any questions, please call 248-887-3791, ext. 2.

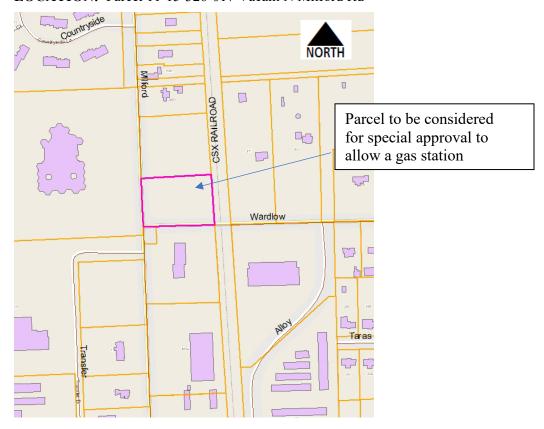
#### TO CONSIDER:

Request for Use Requiring Special Approval submitted by applicant and property owner Sarmed Raouf

#### **REQUEST:**

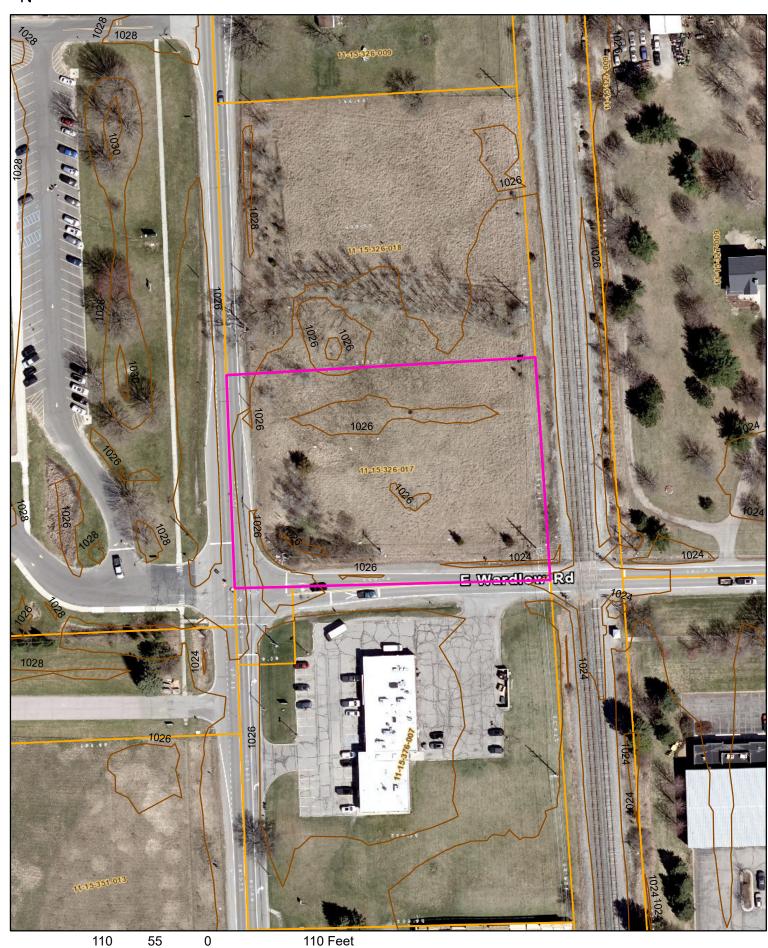
Section 4.10. Local Commercial District (C-1) Subsection C.09 Gas Station and Article 6, Special Land Use Procedures and Standards.

LOCATION: Parcel 11-15-326-017 Vacant N Milford Rd

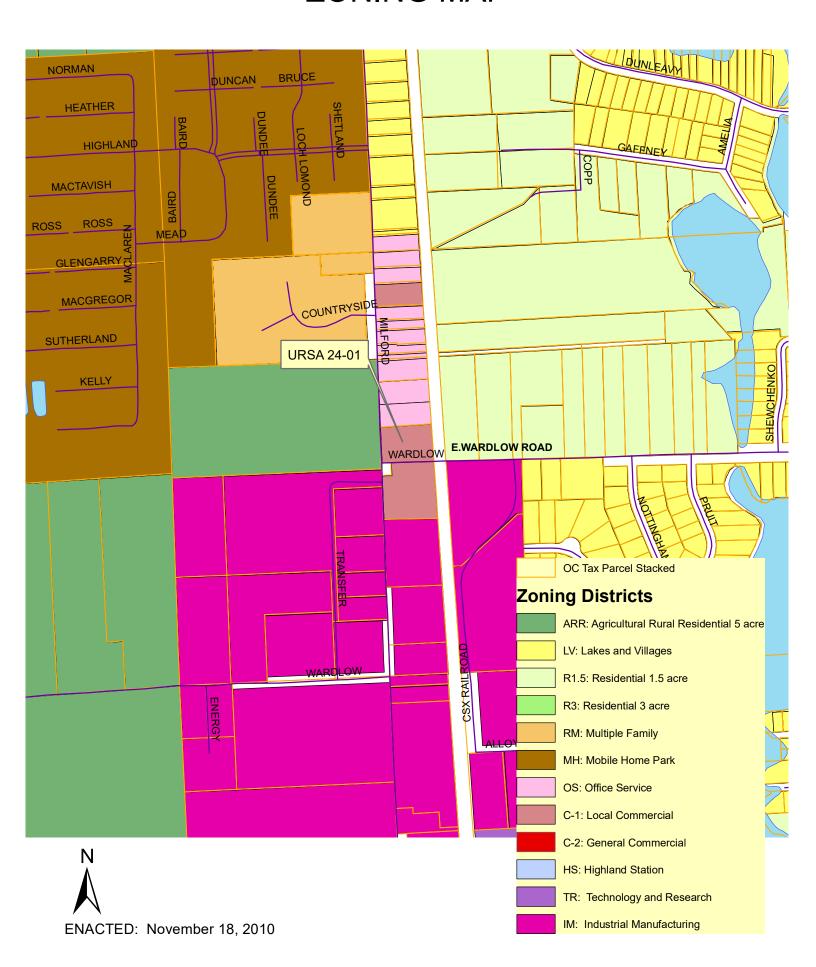


Grant Charlick, Acting Chairman Highland Township Planning Commission

(Publish: February 29, 2024)



# CHARTER TOWNSHIP OF HIGHLAND ZONING MAP



#### CHARTER TOWNSHIP OF HIGHLAND



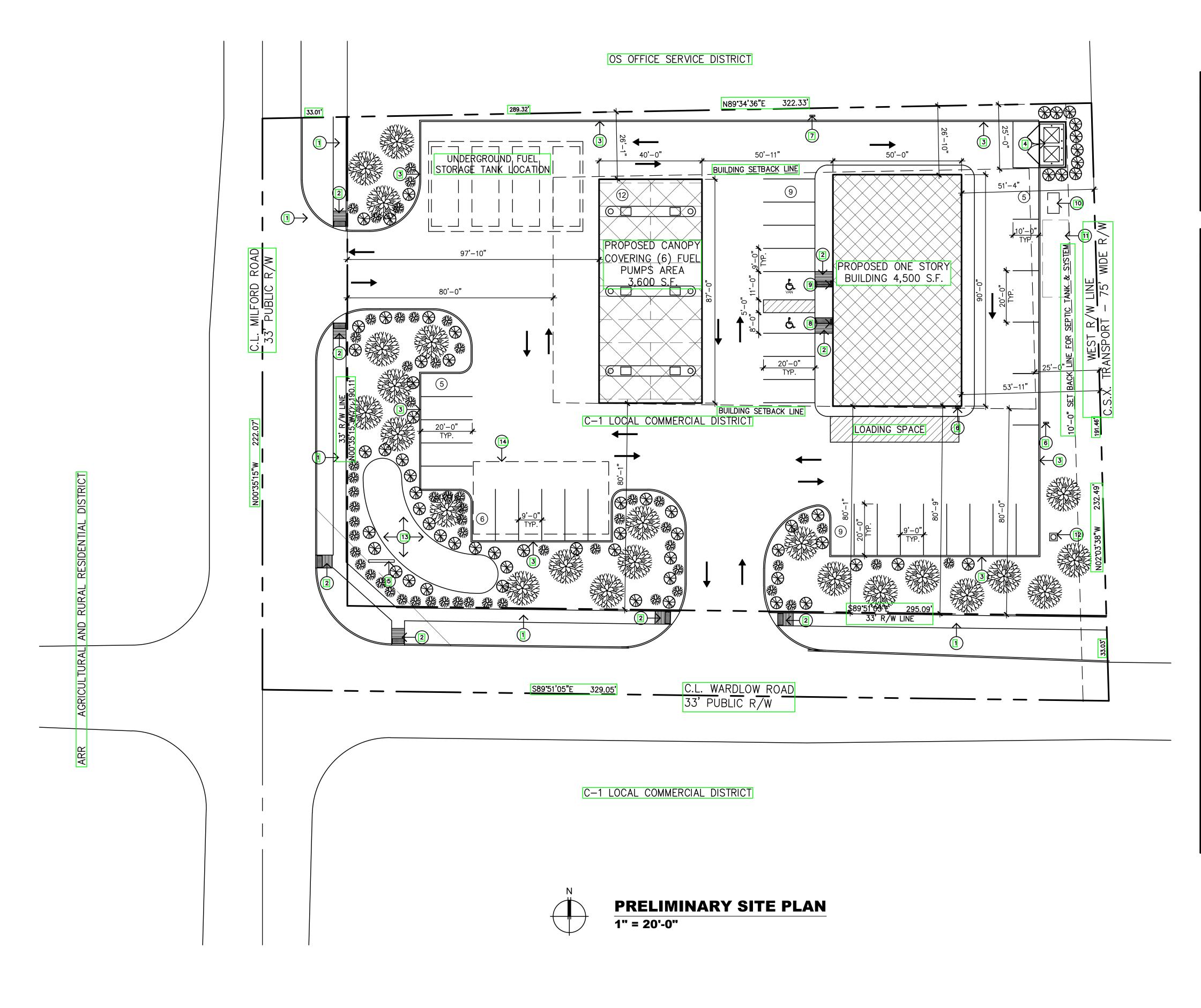
١	☐ Site Plan Review
	, Rezoning
	☑ Use Requiring Special Approval
	☐ Land Division
	Land Division & Combination
	☐ Road Profile
	☐ Other

			Other	
	PLAN REVIEW APPLICATION Highland Township Planning Department, 205 N. John Street, Highland N.	ATION Michigan 48	357 (248) 887-3791 Ext. 2	
Γ	Date filed: 2.2.14 Fee: \$500 Escrow: \$25		Case Number:	
	NOTICE TO APPLICANT AND	OWNER		
	BY SIGNING THIS APPLICATION, THE APPLICANT AND OWNER ABOTH ARE RESPONSIBLE FOR ALL APPLICATION AND CONSULT REVIEW OF THIS REQUEST THE OWNER ALSO AUTHORIZES THE PROPERTY, IF NECESSARY, TO INFORM THE PUBLIC OF THE PER	TANT FEE E TOWNS	HIP TO PLACE A SIGN ON THE	,
	REQUIRED COPIES OF PL INITIAL REVIEW: 3 HARD COPIES OF PLANS AN CONSULTANTS REVIEW OF APPROVED PLANS SUBJI	ND .PDF C	COPY OF PLANS ONDITIONS: 5 COPIES	
	APPLICANT AND PROPERTY OWNER	RINFORM		
	Applicant: SARMED RAOUF		1-1-01100	- l com
	Phone: 248-343-2400	Email:	1am 53660 am	ur will
	Address: 6/12 Trailwood M west (City)	Broom	<u>lams 5366</u> C ma <u>Vield-M1-48312</u> (State) (Zip)	
	Property Owner: SARMED RAOUF Phone:	248-	343-2400	
	Address: 6/22 Trailwood Ly Will (City)	t Blo	(State) (Zip) 4833	2
	PROPERTY INFORMATI	ION		
	Address or Adjacent Streets: SW 1/4, SEC. 15, T.3N, R.7E, HIGHLAND TV	NP., OAKL	AND COUNTY	
	Lot Width: 222.07 FEET Lot Depth: 322.33 FEET	Lo	t Area: 74,000 S.F.	
	Tax Identification Number(s) (Sidwell): 11-15-326-017			
	PROJECT INFORMATION	ON		
	Project Name: Rmd properties			
	Existing Use: VACANT	Current Zo	ning: <u>C-1</u>	
	Proposed Use: MERCANTILE (GAS STATION)	Proposed	Zoning: C-1	
	APPLICANT SIGNATURE: AME SIGNATUR NAME: NAME:	SAR	WED RADUCT	
	On the May of Fell 19 ( before me, a Notary Public, On the Z	_day of <del>K</del>	b 204 before me, a Notary Public, ne above named person whose signature	
JENNIFER	DOCH and the evented the foregoing instrument and appears about	ove, and wh	no executed the foregoing instrument, and	FER BOSH
TA CTA	TESUF AM Model Crack to the foregoing installed, and he/she ackn  AKLAND  State Of Mich		COUNTY	OF OAKLAND
COUNTY OF Q My Commission Expir Acting in the Cour	County Of Oa  Notary Public  Notary Public	kland	My Condinission Detiling in the	Expires June 16, 202 County of Oakland
	Notary Public: Notary Public	11		

• If there are Co-Applicants and/or Co-Owners associated with this property(ies) to be acted upon, please submit a Notarized Co-Applicant's and/or Co-owner's "Interest in Property Certificate" with this application. The person signing this cover sheet will be considered the official designee for the group and all correspondence will be addressed to this person.

• A notarized letter giving the Applicant authorization to represent the Owner is also permitted in lieu of a signature on this application. The person signing this cover sheet, however, will be considered the official designee for the Owner and all correspondence will be addressed to this person.

Rev. - 01/10/2019



## **GENERAL NOTES:**

- A. ALL LIGHTING ON THE SITE SHALL BE SHIELDED AND NOT ENCROACH UPON ABUTTING PROPERTIES OR RIGHT-OF-WAYS. ALL GLARE SHALL BE ELIMINATED FROM ALL LIGHT FIXTURES. UPWARD DIRECTED LIGHTING SHALL NOT BE PERMITTED.
- B. ALL LANDSCAPE AREAS SHALL BE AUTOMATICALLY IRRIGATED.

PROJECT LOCATION:

SW 1/4, SEC. 15, T.3N, R.7E, HIGHLAND TWP., OAKLAND COUNTY

TAX ID NUMBER: 11-15-326-017

# **BUILDING DATA**: REFERENCE [MICHIGAN BUILDING CODE-2015 (MBC-2015)]

M - MERCANTILE (GAS STATION) PROPOSED USE GROUP

= 4,500 S.F. TOTAL FLOOR AREA BUILDING FOOTPRINT = 4,500 S.F.

**BUILDING HEIGHT** = 20 FEET - ONE STORY

MERCANTILE AREA / 60 + STORAGE AND STOCK / 300 OCCUPANCY LOAD (O.L.) =

2250 / 60 + 2250 / 300 = 38 + 8 = 46

## SITE & BUILDING DATA: (REFERENCE HIGHLAND TOWNSHIP ZONING ORDINANCE)

C-1 (LOCAL COMMERCIAL DISTRICT) ZONING

TOTAL SITE AREA : 74000 S.F. (1.7 ACRES)

#### BUILDING AREA, PLACEMENT, HEIGHT AND TYPOLOGY (REQUIREMENTS BY HIGHLAND TOWNSHIP ZONING ORDINANCE)

(REQUIREMENTS BY HIGHLAND TOWNSHIP ZONING ORDINANCE)					
STANDARD	REQUIRED (ZONING)	EXISTING / PROPOSED			
LOT SIZE	30,000 S.F. (MINIMUM)	74,000 S.F.			
LOT WIDTH	120 FEET (MINIMUM)	222.07 FEET			
BUILDING HEIGHT	2 STORIES (MAXIMUM)	ONE STORY			
	25 FEET (MAXIMUM)	20 FEET			
LOT COVERAGE	30% OF THE LOT (MAXIMUM)	BUILDING: 6.9% OF THE LOT			
	·	CANOPY : 4.9% OF THE LOT			
		TOTAL : 11.8% OF THE LOT			
FRONT YARD SETBACK	80'-0" (MINIMUM)	CORNER LOT:			
		97'-10" AT MILFORD ROAD			
		80'-1" AT WARDLOW ROAD			
SIDE YARD SETBACK	LEAST 20'-0" (MINIMUM)	26'-1" MINIMUM PROVIDED			
	TOTAL 50'-0" (MINIMUM)				

# OFF STREET PARKING CALCULATION:

VEHICLE GAS FILLING STATION = 1 / 125 S.F. OF NET FLOOR AREA + 2 / FUELING STATION

TOTAL PARKING SPACES REQUIRED = 4500/125+12 = 48

TOTAL PARKING SPACES PROVIDED = 48 (INCLUDING 2 ACCESSIBLE PARKING SPACES)

# LOADING REQUIREMENT:

ONE SPACE (10'x50' WITH 14' MIN. HEIGHT CLEARANCE) REQUIRED ONE SPACE (10'x50' WITH UNLIMITED HEIGHT CLEARANCE) PROVIDED

# LANDSCAPE REQUIREMENTS:

PARKING LOT LANDSCAPE 1 TREE & 3 SHRUBS / 8 PARKING SPACES

48 / 8 = 6 TREE REQUIRED 48 / 8 x 3 = 18 SHRUBS REQUIRED

PARKING LOT LANDSCAPE: 6 TREES & 18 SHRUBS PROVIDED

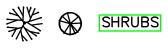
GREENBELT 1 DECIDUOUS TREE / 30 LINEAL FEET

MILFORD ROAD = 190 FEET / 30 = 7 TREES REQUIRED, 7 TREES PROVIDED

10 TREES REQUIRED, 10 TREES PROVIDED WARDLOW ROAD= 296 FEET / 30 =







# DRAWING NOTES:

- CONCRETE WALK WAY. ADA ACCESSIBLE CURB RAMP.
- 6" CONCRETE CURB.
- TRASH RECEPTACLE ENCLOSURE. PROPOSED PYLON SIGN LOCATION.
- TRAFFIC SIGN LOCATION (DO NOT ENTER).
- TRAFFIC SIGN LOCATION (ONE WAY).
- BARRIER FREE PARKING SIGN LOCATION. 9. VAN ACCESSIBLE BARRIER FREE PARKING SIGN LOCATION.
- 10. PROPOSED SEPTIC TANK LOCATION.
- 11. PROPOSED SEPTIC FIELD LOCATION.
- 12. PROPOSED WATER WELL LOCATION. 13. PROPOSED RETENTION/DETENTION POND LOCATION.
- 14. UNDERGROUND RETENTION/DETENTION SYSTEM LOCATION, INCASE A POND IS NOT FEASIBLE.

OWNER REVIEW	01/15/2024
ISSUED FOR	DATE

# PRELIMINARY SITE PLAN

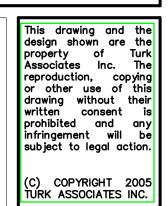
**VEHICLE GAS FILLING STATION** SERMED RAOUF 1870 N. MILFORD ROAD HIGHLAND, MI 48357 248-343-2400 (C)





6340 PEACOCK DRIVE TROY, MI 48085 T: 248-291-5168 (O) 248-521-0961 (C) E: turkarchitects@gmail.com

sams5366@gmail.com



SP-01

23006

## PUBLIC COMMNET

## **URSA 24-01 Raouf Gas Station**

asweidan@aisconsulting.biz Planning Shared Mailbox Mon, Mar 18, 2024, 3:07 PM

Dear All,

My name is Ala Sweidan and I am writing in opposition to this proposal. I am the owner of the land lot that is adjacent to the north to this proposed lot. My concern stems from the environmental hazard that a gas station could cause to the land and the water in the area. Further more water runoff is a huge problem and I did not see sufficient or any water retention solution.

While potentially I may benefit economically from the approval of this proposal I believe that the environmental hardship that may be caused outweigh any economical benefit.

Warmest Regards,

Ala M Sweidan, MBA. CCDM. MS President AlS Consulting, LLC Phone: 301-318-4296



## Donna Hubbard <oldmotherhubbard85@gmail.com>

## Proposed gas station, 11-15-326-017

2 messages

**Donna Hubbard** <oldmotherhubbard85@gmail.com> To: grant.charlick@highlandtwp.org

Mon, Apr 1, 2024 at 1:05 PM

Mr. Grant Charlick, President Highland Twp. Planning Commission

Please share this email with remaining Commission members. We are writing to express our concerns regarding the proposal for a gas station development at the NE corner of Milford Rd. and E. Wardlow Rd.

Have studies been completed regarding:

- 1. Volume and flow of traffic at the intersection.
- 2. Impact on nearby residential owners.
- 3. Plan to contain any gasoline leakage if it occurs. Even leakage from cars and tanker trucks as they fill tanks.
- 4. Lighting, emissions, noise pollution.
- 5. Proximity to school across the street. Preschool is included as part of the Huron Valley School District education program.
- 6. Will liquor be sold? If so, is it allowed near a school building.
- 7. If there is a railroad accident, how would gas pumps be impacted.
- 8. Does the township have a plan in place to deal with a major gasoline spillage disaster.

Mark and Donna Hubbard 1556 Pruit Dr., Highland 48356 248.736.8878

Mail Delivery Subsystem <mailer-daemon@googlemail.com>
To: oldmotherhubbard85@gmail.com

Mon, Apr 1, 2024 at 1:05 PM



## Message blocked

Your message to **grant.charlick@highlandtwp.org** has been blocked. See technical details below for more information.

Dear Planning Commission,

RECEIVED

APR 02 2024

HIGHLAND TWP
PLANNING DEPT

First we would like to thank you for your dedication to Highland Township. We moved to Highland from Detroit 38 years ago seeking a small, rural community where we could raise our family. We found such a place here.

We have just become aware that there is a proposal to build a gas station and convenience store on the corner of Milford and Wardlow roads. If we'd known sooner, we would have written this letter then.

There are questions we would like to pose to the commission and hope they will be addressed at the meeting this Thursday, April 4<sup>th</sup> which we plan to attend.

- What health threats would this pose to the children at Apollo?
- What quality of life would the nearby homes have? Health, noise, pollution.
- Has the school district been made aware of this proposal?
- How would the township handle a train derailment near a gas station?
- Why would we need another gas station and convenience store at this location when we have a 7-11 party store already there and a gas station a half mile away at M-59?
- What kind of burden would a gas station add to the roads and environment?
- What if the unthinkable happens and the tanks leak? It's happened before.
- Is there a plan for a water run-off/holding pond? Where would it run off to?

We are opposed to this proposal and rezoning the property. We hope you will help us keep Highland the beautiful community that it is.

Sincerely,
Debbie & Larry Dolkowski

## **Proposed gas station**

greg miller Planning Shared Mailbox Mon, Apr 1, 2024, 4:31 PM

I would like to voice my opinion on proposed gas station.

- 1. I Live on wardlow rd which has enough traffic and speeding cars going well past the posted speeds
- 2. I would worry about the ground water being contaminated like milford and 59 corner with leaking tanks.
- 3. More traffic is not what we need.
- 4. We have 2 stores in the area seven 11 and country market we need nothing more.
- 5. In a few years with the way government is going the place will be vacant and an eye sore.
- 6. The Train behind the possible gas station would be subjected to heavy ground vibrations which can't be good for the holding tanks. My house drywall is cracking due to trains idling away behind the seven 11
- 7. I have lived in highland for 59 years and loved the rural feeling but not so much now. Guess we will see if the township is for the people or the love of money which is the root of all evil in my opinion.

## **Proposed gas station**

Pam Best Planning Shared Mailbox Mon, Apr 1, 2024, 4:21 PM

Dear Board Members: I have many concerns with the proposed gas station at Milford road and Wardlow.

We already know gas tanks leak as proof just look at the corners of m59 and Milford road. Was there a study done to see about the constant vibration of the train tracks?

Even though it is an area deemed for businesses a gas station is very different than just a store or collision shop.

PLEASE take into consideration what the people nearby want. We also pay taxes and have wells and have many concerns for our children.

Thank you Pam Best

Sent from my iPhone



Mark and Donna Hubbard 1556 Pruit Dr. Highland, MI 48356

March 28, 2024

Highland Township Planning Commission 205 N. John St. Highland, MI 48356

Dear Planning Commission Members:

After returning from an extended visit out of town, we have recently become aware of a proposal to allow a gas station/convenience store to be constructed by Mr. Sarmed Raoul, parcel 11-15-326-017, located at the NE corner of E. Wardlow Rd. and Milford Rd. It is our understanding that the Planning Commission denied the request for rezoning, but was overturned by the Board of Trustees. We are vehemently opposed to this proposal for the following reasons:

Gas tanks in the ground near residential areas are a big concern for us. If there are any spills, the aquifer for our ground water runs north of us to the south.

This is an extremely busy stretch of road between Harvey Lake Rd. and Milford Rd. and will very likely cause an increase in traffic. The Sheriff's Dept. has monitored traffic on multiple occasions and can verify this statement.

There is an Early Childhood school building directly across the street on the west side of the road. We feel safety could be an issue and they would be adversely impacted by increased traffic at this intersection,

Two former gas stations on the SE and SW corners of Milford Rd were torn down. Rumor has it that because of gas tanks in the ground, the property can't be developed (we aren't certain). Highland Station occupies one of these properties. Intersections such as these are a perfect location for gas stations and not this proposed site nestled between residential properties and school buildings.

We have lived on Harvey Lake for 45 years because of its location within the community. In our opinion, the risk of well and water contamination, lighting, noise, offensive odors and traffic are reasons enough to deny this application. We appreciate your consideration and can be reached at (248) 736-8878 or oldmotherhubbard85@gmail.com if you require additional information.

Mark and Donna Hubbard

Mark and Donna Hubbard

## **Proposed gas station**

MARY CHYNOWETH Planning Shared Mailbox Fri, Mar 29, 2024, 12:02 PM

I am strongly opposed to a gas station/convenience store at the corner of Milford and Wardlow roads for many reasons. First, is the fact that a pre-school/child care center is located directly across the street which will be impacted in a negative way and compromising their safety by the added traffic.

We have enough gas stations in Highland we don't need another one especially in this residential area; and the possible hazards they cause. We are still feeling the negative effects of the two former gas stations at the corner of M59 and Milford Rd. As far as the convenience store, this one will be right between Country Lake Store and a Seven-Eleven, all within approximately a quarter mile. Again, we don't need it. There is a real potential of one of these businesses failing resulting in another empty building.

As a Highland Township resident I love our rural atmosphere, and I am strongly against this proposal.

Thank you, Mary Pat Chynoweth

## **Protest of the Proposed Gas Station**

Comcast Planning Shared Mailbox Sat, Mar 30, 2024, 10:12 PM

I am writing in to protest the special land use for a gas station/convenience store located directly across from the Apollo child care enter, and in close proximity to wetland, active railroad tracks. Why would you allow this to be built so far off the main road, and so close to a residential and wetland area?

From what I understand, this person also owns the 7-11 on the opposite corner. Are we going to end up with yet another vacant building in our township??

If the owner wants to build a gas station, the vacant parcel at the corner of Milford road and M-59 that was formerly a gas station, is a better location, or better yet, the old Iverson's Lumber building that's been sitting empty for ever.

Please do not approve the Special Land use.

Thank you, Kelly & Joe Vella Highland Twp. residents

Lisa Chadderdon

1754 Nottingham Drive

Highland Charter Township 48356

March 28, 2024

Highland Township Planning Commission

Highland Township Office

205 N John St

Highland charter Twp, MI 48357

Subject-Request for Use Requiring Special Approval- Parcel 11-15-326-017-submitted by Sarmed Raouf

Dear Members,

I write to express my concern regarding the proposed development of the above-referenced site. I am disappointed that the property was rezoned to accommodate this in 2021. Businesses considered appropriate for OS zoning would be much less disruptive. A gas station and convenience store present many concerns to nearby residents including:

- 1. Potential impact on ground water with risk to nearby wells and lakes. Nearby residents are genuinely concerned because any breech in the integrity of underground fuel storage tanks or fuel spills will contaminate our ground water, wells, and lakes.
- 2. Benzene released into the air from the underground fuel storage tank vents and the pumps impact air quality and increase cancer risk for anyone living, learning, or working within 1,000 feet.
- 3. If permitted, this gas station will have a profound impact on traffic, noise, dust, and light trespass. Residents within the Industrial Development District already contend with heavy truck traffic along the Milford Road corridor due to the heavy concentration of commercial and industrial businesses located there. Also, significant noise pollution from Midwest Glass impacts our daily lives. Vehicles entering and exiting this business will impede/congest the flow of traffic at the signal. Wardlow Road is already burdened with many cars traveling above the posted speed limit. There are residential homes and a park access bordering Wardlow Road, and approval of this gas station will pose safety risks and further diminish the quality of life for these residents.

4. Residents will be impacted by a loss of property value. The decision to concentrate industrial and commercial business required to generate revenue for the Township within the Industrial Development District had already diminished the rural quality of living and home values for residents within these boundaries. The development of a gas station at this site will only add to this burden.

As emphasized in the Carlisle Wortman Associates recent 2023 visioning session, I moved here 31 years ago because I valued the rural atmosphere and way of life that Highland Township offered. Sadly, with the implementation of the Industrial Development District, the atmosphere has changed significantly. My home is located 0.2 miles from this proposed site. I strongly agree with the Planning Commission's recommendation in 2021 that the request to rezone the property to C-1 be denied. There is already a significant concentration of high traffic commercial and industrial businesses in the area. However, since the Board of Trustees already voted to allow the rezoning, I respectively request, for the reasons cited above, that you do not approve this Request for Use Requiring Special Approval.

Thank you for your thoughtful consideration.

Sincerely,

Lisa Chadderdon

## **Gas Station Proposal**

J I Planning Shared Mailbox Sat, Mar 30, 2024, 2:20 PM

Hi my name is Jaden Ingles and I live in Harvey Lake Estates and I'm against the gas station proposal.

## Gas station proposed @

Darlwyn Benedict Planning Shared Mailbox Sat, Mar 30, 2024, 1:46 PM

Milford rd &Wardlow rd I don't want any more gas stations we have enough in our rural area 5 within 5 miles 7/11 is more than enough convenience thank you Sent from my iPhone

### New convenience store/gas station

Liz Planning Shared Mailbox Sat, Mar 30, 2024, 10:28 AM

We have lived in this area for over 50 years and have enjoyed living here. The proposed location for this convenience store/gas station is ridiculous! It will just increase traffic on Milford Rd. Why not put it on 59? How about the old bank/ paint store that has been empty forever at Milford Rd. and 59? Or the old Highland lumber location that has been an eyesore forever! Please consider other options!

Sincerely, Elizabeth Mudd Sent from my iPad To the Planning Committee,

My name is Shelby Sweeney and I am writing in opposition to proposal URSA 24-01 Raouf Gas Station. I am a nearby home owner to the proposed lot. I have a few concerns with the current proposal.

My first concern is the environmental & health impact of having a gas station located in close proximity to residential properties that utilize well water as well as having access to lake water. Constructing a gas station would increase the risk of our water sources being contaminated with run off from gasoline spills or leaks.

My second concern is if this proposal is truly satisfying an unmet need in the community. Nowhere in the proposal did I see any studies of traffic traveling through the area- how many vehicles, volumes at different times of day, etc. The proposed lot is located 1 mile away from a major highway (M-59). Many vehicles going through this area are those that live and/or work in this area. Not to mention, there are multiple gas stations currently located within a few miles of the proposed lot. The needs of the community are currently being met without the addition of a new gas station. Currently, it seems that the inconsistent traffic through this area would not support a gas station as it is proposed.

My third concern is the close proximity to the school. Having a gas station located across the street from a pre-school would pose an increased risk to the health & safety of the children and families that utilize this school. Specifically the effects of the increased Benzene level in the air. Benzene poses an increased risk for cancer later in life if consistently exposed to it.

I urge you to consider the risks of the proposed gas station being located in close proximity to a school and residential areas. The proposed risks/effects vastly outweigh the benefits of having a gas station constructed on the proposed lot. The community is not in need of a gas station.

Thank you.
Shelby Sweeney

989-975-0573

989-975-0573

RECEIVED

APR 02 2024

HIGHLAND TWP PLANNING DEPT

Hell	o:
------	----

My name is Nicole King and I have lived at 1750 Pruit Drive for approximately 18 years. I have lived in Highland Township most all of my life. I am currently the President of my Subdivision Association and feel that I need to clearly voice my opposition of this proposed gas station. Myself and many of my current neighbors that live off of Wardlow in Harvey Lake Estates, are in opposition of the proposed building of a gas station at the NE corner of Milford Road and E. Wardlow Roads in Highland Township. This property is within miles of our subdivision and beach and is directly across from one of our Huron Valley school buildings.

There are negative effects that will impact the environment, ground water, air quality, and noise pollution for the surrounding homes and the school. This will impact the neighborhood character and quality of life for the surrounding residents now and for years to come!

The significant changes that will affect our community negatively are as follows:

### Harmful Effects on Human Health

Studies have shown that gas stations within a residential area have been linked to childhood leukemia, anemia, cancer, various infections, and low birth weight.

## Impact to the present wildlife

Harvey Lake and other small local nearby lakes are located within a handful of miles of the proposed property of the gas station. These bodies of water are the home to several forms of wildlife, cranes, tortoises, ducks, and beavers. Not to mention all of the swimmers that are trying to enjoy the nearby lakes, safely!

## Safety of the surrounding residents and children.

There are quite a few families who either walk or bike to work or to school within this area which causes concern for increased traffic. With this increase comes a potential increase in car and pedestrian accidents. One other area of concern is the large trucks delivering gasoline. These large trucks along with other deliveries to this gas station /store will have limited place to enter and park due to the lot size.

## **Property Value Reduced**

Our community will lose its sense of serenity that it already provides to its residents, and the gas station will impact the sale of homes thus reducing the property values to residents already established in the community.

## **Light and Noise pollution**

There are at least 3 other gas stations serving the area and located less than 5 miles away from the property in question. Not to mention these gas stations are known for having TV commercials played at the pumps, and at night have very bright lights within the parking lot, which will affect homeowners within 50 yards.

These are some of the many negative effects that will impact that we can make a difference in voting down a gas station at E. Wardlow Rd in Highland Township.	our community and we are hopeful the NE corner of Milford Road and
Regards, e King - Harvey Lake Estates Subdivision Assoc. President med8820@gmail.com	248-935-9553

HIGHLAND TWP PLANNING DEPT

ASOS 80 89A

*BECEINED* 

April 2. 2024

My name is Namey Gapp residing in Harries Lake Estates. I am writing this letter to demy the proposal of a gas station so close to our meighborhood for abvious reasons. Apollo preschool If coal most and ai with, Junus . If coo ai Eff recommends and with that being said why is this still being considered? Air follution of ton lasimed engined this easeren lies mention our wells + lakes being affected. What part setnarage may ? asknot ago at trade . He soon mist a smit about the granitata so their I Jonsee many howships ahead with this & I only hope you all can also.

Nomey Grapo 1678 NOTTING HAM DR HIGHLAND 48356 248-568-1699

APP 62 2024 AMT GHLAND TWP TGHLAND DEPT

*KECEINED* 





#### Letter

2 messages

Janeene Rutkowski <my3sonsjer@gmail.com> To: Donna Hubbard <oldmotherhubbard85@gmail.com> Tue, Apr 2 at 1:55 PM

April 2, 2024

Dear Highland Township Planning Commission,

We urge you to oppose the construction of the gas station/convenience store on the NE corner of Milford Rd and E. Wardlow. This is across the street from Apollo and we are concerned about the safety of hundreds of children. This is not a good location for a gas station. This will be a hazard because of gas tanks that are close to railroad tracks and the gas odors will be offensive.

Sincerely, Janeene & Ed Rutkowski 248-887-4680 my3sonsjer@gmail.com

Janeene Rutkowski <my3sonsjer@gmail.com> To: Donna Hubbard <oldmotherhubbard85@gmail.com> Tue, Apr 2 at 2:03 PM

[Quoted text hidden]

RECEIVED

APR 02 2024

HIGHLAND TWP PLANNING DEPT APR 02 2024

10f5

HIGHLAND TWHATVEY Lake Estates Subdivision Association P.O. Box 375, Highland, MI 48357-0375

Name	Address		Date
Name		94/and 48356	3/29/24
Donna Dubbard	1556 Pruit Dr.	Dighland 48356	3/29/24
Justin Sweeney	1650 Nottingham	Highland MI 483	56, 3/29/24
Patril Clean	1573 PRUIT DEIVE	HIGHUND MI 483	156 3/29/24
Luanne RobaK	1573 Pruit Dr	Highland, MI48	356 3/29/24
Jon Couple	1561 Pourt Dr	Auchland Mi 4/2	3/29/24
In da lo per	156 Pruit Dr	4) 4)	4836 3.29 29
Mother Founds	1619 Prutt Dr.	Highland, M. 48	P356 3/19/29
Admin Foundier	1619 Provit Dr.		4356 3/29/24
Christi as Buglione	1768 Pruit Dr.	Highland, MI 48	3356 3/29/24
John Busliane	1768 Pruit Dr	Highland MI 4	8356 3/29/24
Lerraine, Bualion	1768 Pruit Dr	Highland, MI 43	8336 3/21/24
Lonaly 1 Non with	614EWARdlu of	Pahland m 40	356 3/29/24
Michele MACION	636 ENARden	4	356 3 2924
Daid Millan	636 EW Mellar	n Highni MI	48356 3-29-74
Michelle Brandon	1736 Pruit Dr.	Highland M	11 483 56 3/29/26
Jerema Brandon	1736 Prvit Wr.	Dimand,	M 143563/29/2
Kelly Paillips	1709 Pruit Dr.	Highland, M	
Tatorek thillips	1709 Pruit Dr.		48356 3/29/24
Sugan & Myslivie	- 1653 PRUIT DR.	7.1	48356 3/29/24
Richard J. Myslince	e 1653 PTUIT DI		nx 483563/29/26
Judita Lakee	1666 PRVIT		minigon
Runged Dalled	1666 PruiT	Dr. Hahland	MI
James a Shiplus	p p cc		W1 48356
Budy R. Shipley	1572 PRUIT DI	R. (TIGHCAND),	41 48306
July 1			

P.O. Box 375, Highland, MI 48357-0375

	Address	Date
Name	1685 Noting ham	March 29, 2024
Carla Kuros	1685 Nottingham	March 24, 2024
Scott Jacobs Nicholas Gapp	455 King	March 29, 2024
	Madpatto 8701	March 39.3034
Mancy Soppy	1678 NOTTINGUA	MACH 29 2024
Dougles Days	1702 NOTTINGHAM AR	MAR. 29-2024
Vivian KLAND	1702 NOTTINGHAM DR	3-29-24
John Hann	5 2 2 1 - 1 - May DR	MAR-29-2024
Kandy L'Glass	1728 nottighon Da	3-30-2024
Brian Michalia	1728 Notting ham Dr	3-30-2024
Diana Grace	1754 Notfinaham DI	3/30/2024
Steve Charleson	1754 Nottinghum Dr	3/30/2024
Lion Charleston		3/36/24
PR	1778 MAI JUIM Dr	3/30/24
Emily Michelm	1728 Nottingham	3/30/24
Sona Gale	1709 NETTERGHAN	3/30/291
		3130124
Romy Dand	1731 Nothingham	3/30/24
Jonniler Snow	1731 Nothingham	3131124
Amanda Uneip	375 Can 15	3/3/ 124
Jaco Meip	3775 Joch DY	3/31/24
Lindsay Wester	1942 Hercy	3/3/24
Steven Carson	5340 NMMRON Rd	3/31/24
Darlene Carson	5340 N. Milford Rd	4-2-24
Ashley Gapp	1678 Notting ham	-\-\ \(\alpha\) \(\alpha\)
	•	

P.O. Box 375, Highland, MI 48357-0375

Name	Address	Date
Markenzie Pettinaro	351 Taras dr. 48356	03/29/29
Jonas Didz	351 Torus Dr 48366	03/24/24
Kim Phillips	311 Taras Dr 48356	3/30/24
DAVID PHILLIPS	311 TARAS DR 48356	3/30/24
David T. Appelt	303 Tavas dr 48356	3/30/24
Poyd creech	283 Tarosdi	3/30/24
Donna Creeon	283 Tarasdy	3/30/24
Roberta, Lucas	282 Taras Dr	3/30/24
Hallie de roon	302 Taras Dr	3/30/24
Chris Iderron	302 Taras Dr.	3/30/24
JESS Jouges	312 TARAS DR	3/30/24
	303 Taras Dr.	3/30/24
Marianne Hopelt	1750 Prut Drive	4/2/24
DAVID DAPPRICT!	540 E. WARDLOWS	4/2/24
DAVID DAPPRICTI	370 2.0/1/03	,
		/

P.O. Box 375, Highland, MI 48357-0375

Name MARIA (1) 300 Cara Make Make Make Make Make Make Make Sherby Sureney	Address 1520 Hun It. Michael 1532 Paul Dr. 1725 Prent Dr. 1725 Prut Dr. 1650 Northugham	HIGHLAND MI Highland, MI Highland, MI	Date 3-29-24 3/29/24 3/39/24 4/1/24 4/1/24
		3400	

P.O. Box 375, Highland, MI 48357-0375

Name	Address		Date
Name	321 Maplegrove A	blend me	3/36/24
16 Part		BHLAND MI	3/30/24
Then Island	281 MAPLE GROVE H		3/30/96
SAINCLETIAICA	281 MAPLEGROUS	Highest not	3/30/24
ANTHONY PARK			m: 3/30/24
march 181	Ver380 marchessay		
March X		Highland, MI	3/39/24
Lelly Hell	392 TARAS DR	Highlana, Vic	5/ 54-01
•			
			W
			· .

## Proposed gas station corner of Milford and Wardlow roads.

DON COOP	ER <dorac< th=""><th>o@comc</th><th>ast.net&gt;</th><th>3:10 PM</th><th><math>\Box</math></th></dorac<>	o@comc	ast.net>	3:10 PM	$\Box$
<b>To</b> (plannir	ng@highlaı	ndtownsh	ip.org)		
Forward	Delete	Edit	=		

To Whom it may concern,

I'm wrting to voice our opposition to the proposed construction of a fuel/service plaza at the intersection of Milford and Wardlow roads for a variety of reasons to be discussed before the the planning commitee. Increases in noise, pollution, traffic around school property and a general decline in residential properties just to name a few of the objections all need to be carefully considered in rejection of this ill conceived initative.

Sincerely, Don and Linda Cooper

PLANNING DEPT

APR 02 2024

**SECEINED** 



## Memorandum

To: Board of Trustees

From: Elizabeth J Corwin, PE, AICP, Planning Director

Date: May 28, 2024

Re: Proposed Text Amendment Z-031 to allow gas stations as special use in HS Zoning

On May 16, 2024, the Planning Commission held a public hearing to receive comments about proposed text amendments which would allow gas stations/convenience stores with drive up windows as a special use in the Highland Station Zoning District. These recommendations were drafted following joint meetings with the Planning Commission and Highland Downtown Development Authority. Only parcels with frontage on Highland Road (M-59) would be eligible for consideration.

The ordinance regulates the height of the canopy, allows signage consistent with other parcels on M-59, and the orientation of drive thru windows. The changes also address LED lighting standards for gas station canopies in any district. Otherwise, the gas station would be subject to the other regulations in the Highland Station District.

No public provided comments. The Planning Commission discussed the amendments and recommended approval. Their unapproved minutes are attached for your review.

Your June 3 meeting will be a first reading only. You would consider adoption of the ordinance at a subsequent meeting, presumably July 1.



### Highland Township Planning Commission Record of the 1413th Meeting Highland Township Auditorium May 16th, 2024

#### Roll Call:

PLANNING COMMISSION
Grant Charlick, Chairman
Kevin Curtis (absent)
Chris Heyn
Mike O'Leary
Roscoe Smith
Scott Temple
Russ Tierney (absent)
Guy York (absent)

Also Present: Elizabeth J. Corwin, Planning Director Rick Hamill, Supervisor

Visitors: 1

Chairman Grant Charlick called the meeting to order at 7:35 p.m.

Agenda Item #1: Call to the Public: Opportunity for anyone to bring forward issues of interest or concern for Planning Commission consideration. Each participant limited to 3 minutes.

No comments were offered.

Public Hearing:

Agenda Item #2: Z-031 Text Amendment to permit gas stations for parcels fronting Highland Road (M-59) in the HS, Highland Station Business District and to establish regulations regarding same.

Ms. Corwin briefly described the zoning ordinance changes necessary to accommodate gas stations for the highway-oriented parcels in the Highland Station Business District. The ordinance includes an updated definition of an automobile gas station, a maximum height limit for gas station canopies, a relaxation of signage requirements to match the C-2, General Commercial dimensional requirements and some lighting provisions under canopies. Other provisions such as landscaping, parking, etc will comply with the same regulations applied elsewhere in the District and for similar non-residential properties.

Mr. Charlick opened the public hearing at 7:42 p.m. There was no public comment and the public hearing was closed at 7:44 p.m.

The Planning Commission discussed the ordinance briefly. Mr. Charlick was pleased that the temperature of LED lights in canopies was restricted to 3000K or whiter. This provision will apply to all canopies in any district. It was acknowledged that the lighting ordinance in general should be reviewed and that additional LED regulations are necessary for other types of lighting installations.

Mr. Charlick asked about how the ordinance addressed the concern raised by the subcommittee that the gas station would not be the only use on a site. Ms. Corwin explained that the definition had been changed so that the gas station is one of a variety of retail uses that co-exist on a site, rather than to simply prohibit gas station only. Industry trends will protect the community from attendant only gas stations, as they are simply not built anymore and rely on other sales to support the business. A gas station is a use subject to special approval, and if an inappropriate proposal is forwarded, it would not be approved.

Mr. Charlick also appreciated the addition of the language requiring the proposal to maximize separation to any adjacent residential properties.

Mr. Charlick made a motion to recommend approval of Ordinance Z-031 to allow for gas stations and drive thru windows in the Highland Station Business District with special approval. Mr. O'Leary supported the motion. Voice Vote: O'Leary – yes; Temple – yes; Charlick – yes; Heyn -yes; Smith – yes. The motion carried (5 yes votes, 0 no votes).

The ordinance will be forwarded to the Board of Trustees for a first reading at their June 3, 2024 meeting.

#### Work Session:

#### Agenda Item #3: Master Plan—Discussion of draft plan including future land use plan

Ms. Corwin explained that due to the number of approved absences of Planning Commission members at this meeting, she had excused the Planning Consultant from attendance, but was interested in any early feedback those present would like to give. The draft before them was essentially pieces of the plan that had been discussed multiple times at previous meetings. The only section of the plan remaining to be drafted is a summary of implementation recommendations based on the goals and objectives already expressed.

Ms. Corwin noted that she had heard back from two stakeholders with questions about the map. Mr. Jack Knowles believed that there was a mis-mapping of one parcel on the west side of S. Milford for parcels belonging to Jim O'Neill in Section 32. The Planning Commission had previously agreed those parcels were appropriate for multiple family land use designation. The other property owner was Mr. Joe Karcher who was present. Ms. Corwin had explained that a split designation was never meant to be apply rigidly to the dimensions of the mapping, but that any project that respected the transition between generally commercial activity and the existing residential at the west or south property lines could be considered. Mr. Charlick noted that the map was appropriate as drafted since a future property owner may have a totally different vision that Mr. Karcher had shared previously, and it was important to protect the interests of the neighboring residential property owners.

Ms. Corwin noted that the Supervisor had brought to her attention that the area of N. Milford Road between E. Wardlow and the LaFontaine private club (at the former bowling alley) should be reconsidered. There is a mixture of zoning along that corridor, and the recent conversation about restricting commercial activity to south of Wardlow seems inconsistent with the existing Master Plan. There are only about six or eight single family homes there, and this could be the next area to designate for small businesses to grow.



#### PUBLIC HEARING CHARTER TOWNSHIP OF HIGHLAND PLANNING COMMISSION May 16, 2024 7:30 P.M.

**NOTICE IS HEREBY GIVEN** that a public hearing will be held at the Highland Township Hall Auditorium, 205 N. John St. on Thursday, May 16, 2024, at 7:30 p.m.

Notice is further given that all interested parties are invited to review the request and offer comment through the internet or mail. The application may be viewed at http:\\highlandtwp.net under the Planning Commission e-packet tab. Comment may be submitted to <a href="mailto:planning@highlandtwp.org">planning@highlandtwp.org</a>, mailed to the Township offices or dropped in our secure drop box at the Township Offices, 205 N. John St. If you have any questions, please call 248-887-3791, ext. 2.

#### TO CONSIDER:

AN ORDINANCE TO AMEND THE CHARTER TOWNSHIP OF HIGHLAND ZONING ORDINANCE (CHAPTER 25 OF THE GENERAL CODE OF ORDINANCES) BY REVISING ARTICLE 4, DISTRICT REGULATIONS TO ALLOW FOR GAS STATIONS AND DRIVE THRU WINDOWS FOR HS, HIGHLAND STATION BUSINESS DISTRICT WITH SPECIAL APPROVAL; ARTICLE 9, DISTRICT SPECIFIC PROVISIONS TO MODIFY SIGNAGE REGULATIONS FOR HIGHWAY ORIENTED BUSINESSES IN HS DISTRICT; ARTICLE 10, SUPPLEMENTAL USE REGULATIONS TO PROVIDE REGULATION RELATIVE TO GAS STATIONS ON HIGHWAY ORIENTED PARCELS IN HS DISTRICT; AND ARTICLE 13, LIGHTING TO ADD REGULATIONS REGARDING CANOPY LIGHTING.

Grant Charlick, Chairman Highland Township Planning Commission

(Publish: May 1, 2024)

# CHARTER TOWNSHIP OF HIGHLAND ORDINANCE NO. Z-031

AN ORDINANCE TO AMEND THE CHARTER TOWNSHIP OF HIGHLAND ZONING ORDINANCE (CHAPTER 25 OF THE GENERAL CODE OF ORDINANCES) BY REVISING ARTICLE 2, RULES OF CONSTRUCTION AND DEFINITIONS TO AMEND DEFINITION OF "GAS STATION"; ARTICLE 4, DISTRICT REGULATIONS TO ALLOW FOR GAS STATIONS AND DRIVE THRU WINDOWS FOR HS, HIGHLAND STATION BUSINESS DISTRICT WITH SPECIAL APPROVAL; ARTICLE 9, DISTRICT SPECIFIC PROVISIONS TO MODIFY SIGNAGE REGULATIONS FOR HIGHWAY ORIENTED BUSINESSES IN HS DISTRICT; ARTICLE 10, SUPPLEMENTAL USE REGULATIONS TO PROVIDE REGULATION RELATIVE TO GAS STATIONS ON HIGHWAY ORIENTED PARCELS IN HS DISTRICT; AND ARTICLE 13, LIGHTING TO ADD REGULATIONS REGARDING CANOPY LIGHTING.

THE CHARTER TOWNSHIP OF HIGHLAND ORDAINS:

#### Section 1. Amend Article 2. RULES OF CONSTRUCTION AND DEFINITION as follows:

Replace Section 2.02 – Definitions beginning with the letter "A" definition of Automobile gas station with the following:

Automobile gas station. A building or premises for the sale of vehicular fuels. The premises may also include electric vehicle charging stations. Automobile gas stations may sell oil, coolants, wiper fluids and similar automotive accessories and provide equipment for use by customers such as vacuums and air compressors to fill vehicle tires. Gas stations do not include automotive repair facilities. Gas Stations typically include sales of convenience foods and beverages and may be a component of a multiple use facility such as a retail strip center or restaurant.

#### **Section 2**. Amend Article 4. **DISTRICT REGULATIONS** as follows:

Amend Section 4.12 B. Permitted uses, subsection 12 as follows:

12. Restaurants and food-related activities, not to exceed three thousand (3000) square feet-maximum.

Amend Section 4.12 C. Special land uses by adding new subsection as follows:

4. Gas Stations, subject to Section 10.35. Drive-throughs for associated food services are permitted only if explicitly included in the special use approval.

#### **Section 3.** Amend **ARTICLE 9. DISTRICT SPECIFIC REGULATIONS** as follows:

Amend Section 9.05. Highland Station District. as follows:

Amend Section B.4 Dimensional Requirements as follows:

4. The maximum height for accessory structures. Fifteen (15) feet

a. exception: The maximum height of a gas station canopy is 18 feet unless the Planning Commission determines that the architectural elements of the roof justify a greater height in order to complement the primary structure. It is expected that the canopy shall be designed to match the character of the primary structure and to comply with the Highland Station design guidelines.

#### Amend Section C. 1.c Architectural Guidelines as follows:

c. The roof design shall be consistent with the architectural style of the building. Buildings shall be designed with pitched roofs or a decorative cornice. Rooftop mechanical equipment shall be screened from all views with screening features that are consistent with the architectural style of the main building. The roof design for accessory structures such as gas station canopies or storage sheds shall complement the primary structure.

### Amend Section D.1 Site circulation, parking and loading areas. as follows:

1. Internal and external walkways are required in accordance to with Section 11.07, Pedestrian Access.

Amend Section H.7.h.i. Signs. Permitted signs. Freestanding signs. by adding the following exception under subsection i.

i. *Number and size*. One (1) freestanding sign is permitted for each development. Freestanding signs may not exceed a height of four (4) feet with fifteen (15) square feet per face and a maximum of two (2) faces.

a. Exception. For parcels fronting Highland Road (M-59), freestanding dimensional signage allowances shall comply with the applicable standards for C-2, General Commercial District. Architectural standards for such signs shall comply with the Highland Station Design Guidelines.

### **Section 4.** Amend **Article 10. SUPPLEMENTAL PROVISIONS** by adding the following:

#### Sec. 10.35 Gas Stations in HS, Highland Station District

The following regulations shall apply:

A. The use is allowed only on parcels fronting Highland Road (M-59).

B. Where a drive-through service window is permitted as part of the special use approval, the orientation of the building should be chosen to maximize isolation to neighboring residential properties.

#### **Section 5.** Amend Article 13. SIGNAGE as follows:

Amend Section 13.06 Canopy signage and lighting. by adding the following:

- E. All light fixtures shall be mounted on the undersurface of the canopy, and shall be full cutoof with diffusers not visible from locations off the property. Directed beam lighting is permissible, provided the light source cannot be seen from locations off the property.
- F. For LED lighting under canopies, a color no bluer than "warm white" (Correlated Color Temperature no greater than 3000K) shall be utilized.

#### **Section 6. Savings Clause**

That nothing in this ordinance hereby adopted be construed to affect any just or legal right or remedy of any character nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

### Section 7. Severability

The various parts, sections and clauses of this Ordinance are declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected.

#### **Section 8. Adoption**

This Zoning Ordinance	amendment	t is hereb	y de	eclared to	have be	en ad	opted b	y the	Char	ter
Township of Highland	Township	Board at	t a	meeting	thereof	duly	called	and	held	on

### **Section 9. Effective Date**

The effective date of this Ordinance shall be on the 8th day after publication, or a later
date as provided in the Michigan Zoning Enabling Act for when a petition for voter
referendum on this Ordinance and/or a notice of intent to submit such a petition is timely
filed with the Township Clerk.

	Rick A. Hamill, Township Supervisor
	Tami Flowers MiPMC, Township Clerk
CERTIFIC	CATION OF CLERK
I hereby certify that the forego amendment adopted by the Township said meeting there were present the fo	bing is a true and complete copy of a Zoning Ordinance Board of the Charter Township of Highland on which was a regular meeting. I further certify that at Ilowing Board members:
I further certify that the adoption	on of said Zoning Ordinance amendment was moved by and supported by Board member
I further certify that the follow	
amendment and that the following Boa against the adoption of said Zoning On	voted for adoption of the Zoning Ordinance ard members:voted rdinance amendment.
	ng Ordinance amendment has been recorded in the aship and that such recording has been authorized by the and Township Clerk.
	Tami Flowers MiPMC, Township Clerk
Planning Commission Recommendation: Introduction: Adoption: Published: Effective Date:	May 16, 2024



## Memorandum

To: Highland Township Board of Trustees

From: Rick A. Hamill Date: March 4, 2024

Re: Purchase of Six River's Property

For the Board's approval, I am submitting a request to allow the authorization to sign any and all documents necessary to effectuate the closing and purchase of parcels listed and described in Exhibit A and the Acquisition Agreement found in Exhibit B from the Six River's Land Conservancy.

The Township applied twice for a Michigan DNR grant to secure funding to acquire the land, we were denied grant funding for both years due to lack of funds. According to the acquisition agreement, this next step is required to move forward with the purchase of the parcels.

A budget amendment has been prepared and is included for your reference.





## RESOLUTION #24-21 APPROVING PURCHASE OF PROPERTY FROM SIX RIVERS LAND CONSERVANCY

(S. Hickory Ridge Road)

At a Regular Township Board Meeting of the Charter Township of Highland held in the Township Hall, located at 205 N. John Street, Highland Township, Michigan on the $3^{\text{RD}}$ day of June, 2024 at 6:30 p.m.
PRESENT:
ABSENT:
The following preamble and resolution were offered by and supported by
RECITALS:
<b>WHEREAS</b> , Six Rivers Land Conservancy is the fee owner of Property located on S. Hickory Ridge Road, as more particularly described in the attached as $\mathbf{Exhibit} \ \mathbf{A}$ (the "Property"); and
<b>WHEREAS</b> , the Township is lawfully empowered by the Charter Township Act, Act 359 of 1947, as amended, and MCL 42.14 to acquire property for public purpose; and
<b>WHEREAS</b> , on December 6, 2021, at a regular Township Board meeting, the Township of Highland approved an Acquisition Agreement and Six Rivers Land Conservancy (attached as <b>Exhibit B)</b> regarding the Property; and
<b>WHEREAS</b> , the conditions precedent to closing on the Property have been satisfied or waived; and
WHEREAS, the Township Board of the Charter Township of Highland desires to

NOW, THEREFORE, IT IS RESOLVED that the Township Supervisor is authorized to

execute any and all documents necessary to effectuate the closing on the Property.

NAYS:

AYES:

proceed with the closing on the Property.

### RESOLUTION DECLARED ADOPTED

Rick A. Hamill, Supervisor
Tami Flowers, MiPMC Clerk
 o hereby certify that the foregoing is a true and complete copy ce, approved by the Charter Township of Highland Board of
 Tami Flowers, MiPMC Clerk

#### **Exhibit A**

#### [LEGAL DESCRIPTION OF PROPERTY]

The Land is described as follows: Situated in the Township of Highland, County of Oakland, State of Michigan

#### Parcel A

Part of East 1/2 of Northeast 1/4 of Section 30, Town 3 North, Range 7 East, Highland Township, Oakland County, Michigan, described as beginning at the East 1/4 corner of Section 30 Town 3 North, Range 7 East, thence North 89 degrees 48 minutes 20 seconds West 1318.90 feet along the East and West 1/4 line of Section 30, thence North 01 degree 35 minutes 57 seconds East 1339.41 feet; thence North 01 degrees 42 minutes 38 seconds East 689.11 feet; thence South 88 degrees 57 minutes 51 seconds East 1119.88 feet; thence South 01 degrees 31 minutes 05 seconds West 181.50 feet; thence South 88 degrees 57 minutes 51 seconds East 194.50 feet to the East line of Section 30; thence South 01 degrees 31 minutes 05 seconds West 1827.61 feet along the East line of Section 30, to point of beginning, excepting Southerly 10 acres thereof.

#### Parcel B:

Southerly 10 acres of the following: Part of East 1/2 of Northeast 1/4 of Section 30, Town 3 North, Range 7 East, Highland Township, Oakland County, Michigan, described as beginning at the East 1/4 comer of Section 30, Town 3 North, Range 7 East, thence North 89 degrees 48 minutes 20 seconds West 1318.90 feet along East and West 1/4 line of Section 30; thence North 01 degrees 35 minutes 57 seconds East 1339.41 feet; thence North 01 degrees 42 minutes 38 seconds East 689.11 feet; thence South 88 degrees 57 minutes 51 seconds East 1119.88 feet; thence South 01 degrees 31 minutes 05 seconds West 181.50 feet; thence South 88 degrees 57 minutes 51 seconds East 194.50 feet to the East line of Section 30; thence South 01 degrees 31 minutes 05 seconds West 1827.61 feet along the East line of Section 30 to point of beginning.

Parcels A and B are assessed on the tax rolls described as:

#### Parcel 1

South 681.12 feet of Northeast 1/4 of Northeast 1/4 of Section 30, Town 3 North, Range 7 East, Highland Township, Oakland County, Michigan, except North 181.50 feet of East 194.50 feet.

#### Parcel 2:

Southeast 1/4 of Northeast 1/4 of Section 30, Town 3 North, Range 7 East, Highland Township, Oakland County, Michigan, except beginning at East 1/4 corner; thence North 89 degrees 48 minutes 20 seconds West 1318.90 feet; thence North 01 degrees 35 minutes 57 seconds East 330.47 feet; thence South 89 degrees 48 minutes 28 seconds East 1317.96 feet; thence South 01 degrees 31 minutes 05 seconds West 330.48 feet to beginning.

#### Parcel 3:

Part of the Southeast 1/4 of Northeast 1/4 of Section 30, Town 3 North, Range 7 East, Highland Township, Oakland County, Michigan, beginning at East 1/4 corner; thence North 89 degrees 48 minutes 20 seconds West 1318.90 feet; thence North 01 degrees 35 minutes 57 seconds East 330.47 feet; thence South 89 degrees 48 minutes 20 seconds East 1317.96 feet; thence South 01 degrees 31 minutes 05 seconds West 330.48 feet to point of beginning.

# **Exhibit B**[ACQUISITION AGREEMENT]

### **ACQUISITION AGREEMENT**

This Acquisition Agreement ("Agreement") is made by the SIX RIVERS LAND CONSERVANCY, a Michigan non-profit corporation ("Six Rivers"), whose address is 4480 Orion Road, 2<sup>nd</sup> Floor, PO Box 80902, Rochester, Michigan, 48308 and the CHARTER TOWNSHIP OF HIGHLAND, a municipal corporation ("Township"), whose address is 205 N. John Street, Highland, MI 48357, for the sale of real property located in Highland Township, Oakland County, Michigan, described on Exhibit A (the "Property"), on the following terms and conditions:

#### **RECITALS**

- 1. The Property is currently owned by the Dora Jane Robinson Trust ("Owner") and is located on South Hickory Ridge Road in Highland Township. The Owner has expressed interest in selling the Property.
- 2. The Township desires to purchase the Property for park purposes and intends to preserve its eligibility to secure acquisition grant funding from the Michigan Natural Resources Trust Fund (MNRTF). In order to assist the Township, subject to the contingencies set forth in the Purchase Agreement between Owner and Six Rivers (the "First Purchase Agreement"), Six Rivers has agreed to purchase the Property from the Owner (the "First Closing") by December 31, 2021, and to later sell the Property to the Township (the "Second Closing") by December 31, 2023, subject to the terms and conditions stated herein. Six Rivers shall grant a one-year extension of the Second Closing if a re-submittal of the MNRTF grant application by the Township is necessary. The terms and conditions stated herein are not contingent upon securing grant funding from the MNRTF, and if grant funding is not received, the Township reserves the unrestricted right to sell or use the land as it deems appropriate.

NOW THEREFORE, the parties agree as follows:

- 1. <u>Property Transferred</u>. Six Rivers shall sell and the Township shall purchase the Property subject to the terms and conditions of this Agreement.
- 2. Consideration. As consideration for the purchase of the Property, the Township shall pay Six Rivers \$521,831.00 (the "Purchase Price") at the Second Closing of the Property (from Six Rivers to the Township). The Township shall deposit 20% of the purchase price (\$104,366.20) (the "Deposit") no later than the time required for Six Rivers to meet its obligations of the First Closing, which payment shall be applied to the Purchase Price of the Property, when, and if, the Township acquires it from Six Rivers. The Deposit shall be applied toward the Township's 25% match required for the MNRTF acquisition grant application. In the event Six Rivers terminates the First Purchase Agreement with the Owner, Six Rivers shall promptly reimburse the Township the Deposit. Upon acquiring the Property, Six Rivers will lease the Property to the Township for rent in the total amount of \$10.00.

- 3. <u>Township Access to the Property</u>. Upon Six Rivers' execution of the First Purchase Agreement with the Owner, the Township shall have the right to access the Property for any purpose related to completing its due diligence and for any purpose related to its application for an MNRTF Grant.
- 4. <u>Closing</u>. The Second Closing on the sale of the Property shall take place at a location agreed upon by the parties on or before December 31, 2023, unless re-submittal of the MNRTF grant application is necessary, in which event the Second Closing on the sale of the Property shall take place on or before December 31, 2024.
- 5. <u>Possession</u>. The Township shall receive possession of the Property immediately upon completion of the Second Closing.
- 6. <u>Taxes, Closing Expenses and Fees</u>. The cost of all taxes, closing expenses, commissions, and fees (collectively "Expenses") shall be borne by the Township as provided herein:
  - a. Real Property Taxes and Assessments. The Township shall pay, or reimburse Six Rivers for all real property taxes and assessments incurred by Six Rivers, if any, (by proration or otherwise) as a result of Six Rivers' purchase and ownership of the Property within ten (10) business days of written notice from Six Rivers. All other special assessments, levied, pending or constituting a lien against the Property, if any, shall be assumed by the Township. The Township shall be responsible for paying any additional taxes, penalties and interest, including, but not limited to, compensatory or roll back taxes, on the Property arising from the termination of a preferential tax classification of the Property as a result of the acquisition of the Property by Six Rivers.
  - b. <u>Escrow Fee</u>. The Township shall pay any escrow and closing fees that may be required to close this transaction.
  - c. <u>Costs of Acquisition</u>. At the time of closing on Six Rivers' acquisition of the Property (First Closing), the Township shall pay all costs that Six Rivers incurs in acquiring the Property, including all costs incurred by Six Rivers at the First Closing, specifically any real property transfer tax arising out of the sale of the Property to Six Rivers. The Township shall also pay the real property transfer tax on the transfer of the Property from Six Rivers to the Township (Second Closing).
  - d. Other Fees and Charges. The Township shall pay directly, or reimburse Six Rivers for all other fees and charges relating to this transaction and its ownership of the Property, including loan fees and interest, reasonable insurance premiums, attorney fees, commissions, and any other incidental costs of acquisition and ownership that may arise for Six Rivers within ten (10) business days of notice from Six Rivers.

- e. <u>Facilitation Fee.</u> The Township shall pay Six Rivers a facilitation fee totaling \$20,000 per the agreed upon Letter of Intent (8/31/21) for its services, as follows: (i) \$5,000 already paid upon full execution of the Letter of Intent; (ii) \$5,000 due upon Six Rivers' acquisition of the Property (First Closing); and \$10,000 due upon Six Rivers' sale of the Property to the Township (Second Closing).
- Title and Insurance. Six Rivers shall deliver to the Township at Second Closing a statutory Warranty Deed. The Township shall pay the cost of the Title Insurance Policy. Except for the mortgage on the Property given to the lender as security for the First Closing, Six Rivers agrees not to encumber the Property prior to transferring it to the Township at the Second Closing. As evidence of title, Six Rivers agrees to furnish the Township, at the Township's expense, a commitment for title insurance from Seaver Title Agency, located in Bloomfield Township, Michigan (the "Title Company") in an amount not less than the Purchase Price with a final policy to be issued, at the Township's expense, at the Second Closing insuring the Township's title to the Property.

Title to the Property shall be conveyed to the Township subject only to the following permitted encumbrances (the "Required Title Condition"): (a) current, non-delinquent real estate taxes and assessments; (b) the title must not contain any encumbrances, easements or restrictions that would interfere with or adversely affect the Township's intended use of the Property or its ability to satisfy the MNRTF grant approval requirements and use restrictions; and (c) any other matters approved in writing, or caused, by the Township. The Title Commitment with all encumbrances, easements or other restrictions shall be provided directly from the Title Company to the Township no later than the date issued. If exceptions to title are contained in the commitment for title insurance, the Township may object in writing within eight (8) days from the date the commitment for title insurance is provided to the Township that the title is not in the condition required for performance hereunder. Six Rivers shall immediately pass along such objections to Owner. The Owner shall have thirty (30) days from the date it is notified in writing of the particular defects claimed to fulfill the requirements in said commitment or to remedy the title defects set forth in said title objection.

If the Owner is able to comply with such requirements or remedy such defects within the time specified as evidenced by written notification, revised commitment or endorsement to the commitment, or other documents required by the Township's attorney, the Township will agree to complete the sale as soon as possible, provided that all of the Township's requirements and contingencies set forth in other portions of this Agreement have been met or waived. If the Owner is unable or unwilling to furnish satisfactory title within the time specified, this Agreement shall be terminated and have no further effect and the Deposit shall be returned to the Township. Notwithstanding the foregoing, the Township, at its sole option, may waive any objections to title and proceed under the terms of this Agreement. Those encumbrances listed in the Title Commitment to which the Township does not object or to which the Township subsequently waives its objection shall be deemed the "Permitted Exceptions."

- 8. <u>Mineral Rights.</u> As a condition of closing, Six Rivers shall have fee title to and convey to the Township, to the extent available, exclusive rights and all royalty interests relating to all the water, gas, oil, gravel, minerals, and mineral ores of every kind and character now known to exist or hereafter discovered upon, within or underlying the Property, or that may be produced therefrom, including, without limiting the generality of the foregoing, all petroleum, oil, natural gas, and other hydrocarbon substances and products derived therefrom together with the exclusive and perpetual right thereto.
- Condition of the Property. The Township shall have until that date which is five (5) 9. business days prior to the end of the Due Diligence Period in the First Purchase Agreement (the "Due Diligence Period") to inspect and evaluate the Property at its sole cost. Six Rivers shall execute the First Purchase Agreement and thereby the beginning of the Due Diligence Period no earlier than the execution date of this Agreement. The Township's inspections may include, but are not limited to, environmental and soil tests, surveys to confirm legal descriptions, title inspections, wetlands delineation surveys, and such other tests on the Property as may be deemed reasonable by the Township. The Township or its assignees, employees, independent contractors, and agents shall have the right to enter upon the Property to make surveys, engineering studies, test borings, soil tests, and to do such other work necessary to determine the Property's suitability for the use for which the Township is acquiring it. Such work shall be conducted in a reasonable and workmanlike manner all at the sole cost, expense, and liability of the Township. Prior to the expiration of the Due Diligence Period, the Township shall have the option to terminate this Agreement if the results of its inspection of the Property are not completely satisfactory for purposes of obtaining a MNRTF Grant or for use as public park property. The Township shall notify Six Rivers in writing of its dissatisfaction and it will be Six Rivers' obligation to notify the Owner and otherwise terminate the First Purchase Agreement and any further obligation, unless the Township agrees in writing to waive its dissatisfaction or an extension to correct. The Township agrees it is solely responsible for conducting inspections or tests of the Property, if it desires to do so. Six Rivers agrees to cooperate with the Township to:
  - a. Conduct an independent investigation of all aspects or circumstances of the Property which the Township deems material or relevant, including, without limitation, evidence of title, and the physical condition of the Property, such as condition of the soil, presence of hazardous materials or contaminants, and compliance with any statutes, ordinances or regulations;
  - b. Request and receive all other documents and materials which the Township deems material or relevant with respect to the transaction contemplated pursuant to this Agreement;
  - c. Have full, complete, and satisfactory access to the Property, and all records relating to the same, which the Township has requested and/or deemed material or relevant;

- d. Have the opportunity to conduct all inspections which the Township deemed necessary for the completion of a due diligence review for the transaction contemplated by this Agreement; and
- e. Familiarize itself with the physical characteristics of the Property and any environmental conditions, which the Township, in its sole discretion, may deem relevant to its intended use of the Property.
- 10. Environmental Due Diligence. Six Rivers shall contract with ASTI to perform a Phase I environmental test on the Property within the Due Diligence Period. The Township shall have the right to receive a copy of the environmental assessment report no later than one day after receipt by Six Rivers and no later than fifteen (15) days prior to expiration of the Due Diligence Period. The Township shall also have the right, in its sole discretion, to conduct its own environmental testing. As determined by the Township, a non-satisfactory Phase I environmental test or the inability to timely complete a Phase II environmental test within the Due Diligence Period shall permit the Township to terminate this Agreement and receive a refund of the Deposit.
- 11. Six Rivers Due Diligence. Six Rivers shall provide the Township with all reports and copies of documents it receives regarding the Property during the Due Diligence Period no later than one day after receipt and no later than 15 days prior to expiration of the Due Diligence Period. Such documents shall include, but are not limited to the following: any reports or results of inspections and evaluations conducted on the Property, including but not limited to environmental and soil tests; surveys to confirm legal descriptions; title inspection; wetlands delineation surveys; and any other tests conducted on the Property.
  - a. Six Rivers has made no representations or warranties with respect to the Property, except as set forth in this Agreement;
  - b. Six Rivers shall not be responsible for any statements, representations or warranties of any kind furnished to the Township by any real estate broker or any other person or entity concerning the Property, unless specifically set forth in writing in this Agreement;
  - c. That no materials or documents delivered by Six Rivers to the Township or any other person shall be deemed a representation, warranty or agreement of Six Rivers with respect to this Agreement;
  - d. The Township shall have the exclusive responsibility for verifying any facts or conditions set forth or described in any such materials or documents provided to the Township concerning the Property; and
  - e. Six Rivers shall deliver a copy of any ALTA survey it receives to the Township no later than one day after its receipt and no later than fifteen (15) days prior to expiration of the Due Diligence Period.

- 12. <u>Second Closing</u>. By proceeding with the Second Closing, the Township accepts the Property, including any structures or improvements, in an "as is" condition, subject to any violations of any law or ordinance existing on the date of the Second Closing, including, without limitation, those relating to the environmental condition of the Property.
  - Except with respect to Claims that are caused directly by actions of Six Rivers or its employees or agents and with respect to any Claims that are covered by insurance maintained by Six Rivers (but not to exceed any applicable coverage limits), without waiving any claim or obligation of any preceding owner other than Six Rivers who are specifically excluded from this waiver, the Township waives any and all objections to or claims or causes of action against Six Rivers including, but not limited to, federal, state or common law actions and any private right of action under state and federal law to which the Property is or may be subject (including, but not limited to CERCLA and RCRA) regarding the physical characteristics and existing structural, geologic, subsurface, soil, water and environmental conditions on, under, adjacent to or otherwise affecting the Property. Six Rivers agrees to assign to the Township or by subrogation any claim or other right to seek damages or reimbursement from any prior owner, person or entity legally obligated. This paragraph shall survive the Second Closing
- 13. <u>Termination</u>. In the event the Township is unable to satisfy itself within the time period set forth above that the Property is suitable for its intended use, the Township may terminate this Agreement by advising Six Rivers in writing prior to the expiration of the Due Diligence Period. Termination by the Township shall cancel all rights and obligations of both parties hereunder except the Township's reimbursement obligations set out in paragraphs 6(c) and 6(d), which expressly survive the expiration or termination of this Agreement.
- 14. <u>Representations and Warranties of Six Rivers</u>. Six Rivers represents and warrants to the Township, and shall certify to the Township at the Second Closing, that:
  - a. This Agreement and the transaction contemplated hereby have been duly authorized on the part of Six Rivers;
  - b. Six Rivers will have the power to sell, transfer and convey all right, title and interest in and to the Property.
  - c. Six Rivers is not a "foreign person" as defined in the Internal Revenue Code.
  - d. Except for the mortgage given to the lender as security for payment of the financing loan, Six Rivers has not encumbered the Property during the term it owned the same.
- 15. <u>Representations of Township</u>. The Township represents and warrants to Six Rivers and shall certify to Six Rivers at the Second Closing that:

- a. It is a Michigan municipal corporation.
- b. It has full authority to enter into this Agreement in accordance with its terms, without causing the breach or default of any obligation or commitment of the Township and that the Township Board has authorized the purchase of the Property.
- c. Except as disclosed in this Agreement, it is not a party to any agreement, contract, or commitment, nor otherwise bound under any commitment or obligation, with or in favor of any other person or party if that person or party has any interest in the Property or the right to purchase or lease the Property.
- 16. <u>Conditions Precedent to Performance by Six Rivers</u>. Six Rivers' obligation to consummate the sale contemplated by this Agreement shall be subject to the fulfillment of the following conditions, prior to the Second Closing, which Six Rivers may waive in writing:
  - a. Each of the Township's representations and warranties shall be true and correct as though made at the Second Closing, and no representations or warranties shall be violated or breached before or at the Second Closing.
  - b. The Township shall perform and comply with all agreements, obligations, and conditions required by this agreement to be performed or complied with by the Township as of the Second Closing.
- 17. <u>Maintenance, Upkeep and Ownership Expenses</u>. The Township shall be responsible and shall reimburse Six Rivers for any upkeep, maintenance or other costs incurred by Six Rivers as owner of the Property. Such costs shall be reimbursed by the Township to Six Rivers at the time the costs are incurred. Further, any and all costs of ownership of the Property which are incurred by Six Rivers shall be reimbursed or paid directly by the Township at the option of Six Rivers.
- 18. Mutual Cooperation. The Parties shall cooperate with each other as reasonably necessary to effect the provisions of this Agreement, shall use reasonable and good faith efforts to satisfy conditions to the Second Closing, and at and after the Second Closing, shall each execute and deliver such additional instruments or other documents as the other may reasonably request to accomplish the purposes and intent of this Agreement; provided, however, that nothing in this Paragraph shall be deemed to enlarge the obligations of the Parties hereunder or to require either Party to incur any material expense or liability not otherwise required of it hereunder. Six Rivers also agrees to cooperate, assist, support, and provide any information or documentation required by the Township for purposes of applying for, attaining, and administering the MNRTF grant.
- 19. <u>Enforcement of Agreement</u>. Should either party fail or refuse to close on the purchase of the Property as required by this Agreement, the non-defaulting party shall have the right to

enforce the terms of this Agreement by specific performance, and the defaulting party agrees it will not oppose any request for relief to specifically enforce this Agreement. In the event of a default by either party, if legal action is required to enforce the terms of this Agreement, the prevailing party shall be entitled to recover the actual attorney fees.

- 20. <u>Amendments or Restatements</u>. This Agreement may be amended or modified only by a written document signed by each of the parties to this agreement.
- 21. <u>Successors and Assigns</u>. This Agreement shall bind and benefit the parties and their respective successors and assigns.
- 22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the state of Michigan, and any actions concerning this agreement shall be brought in Oakland County, Michigan.
- 23. <u>Notices</u>. Any notices sent under or required by this Agreement shall be served as follows:

Six Rivers Land Conservancy:

Six Rivers Land Conservancy

4480 Orion Road, 2<sup>nd</sup> Floor

PO Box 80902

Attn: Christopher Bunch, Executive Director

Rochester, Michigan 48308

Highland Township:

Charter Township of Highland

205 N. John Street

Attn: Rick Hamill, Township Supervisor

Highland Township, MI 48357

With a copy to:

Rosati, Schultz, Joppich & Amtsbuechler

Attn: Lisa J. Hamameh, Township Attorney

27555 Executive Drive, Suite 250

Farmington Hills, MI 48331

26. <u>Effective Date</u>. This Agreement shall be effective as of the date when the last signature needed below has been obtained.

[Signatures on following page]

SIX RIVERS LAND CONSERVANCY

Dated:

Its: Excurre Design

Dated: 12 - 9 - 2021

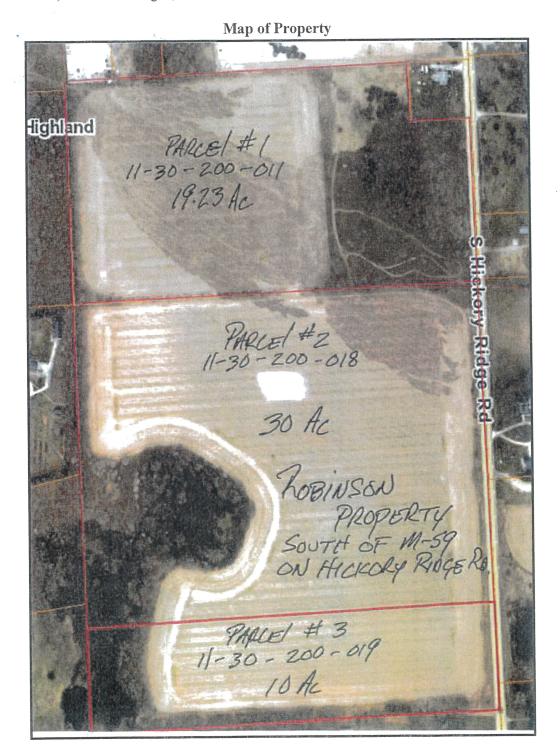
CHARTER TOWNSHIP OF HIGHLAND

Ву:\_

Its: Superlisor

## EXHIBIT A

The following described premises situated in the Township of Highland, County of Oakland, State of Michigan, to-wit:



Page 10 of 11

## **Legal Description**

#### Parcel #1

T3N, R7E, SEC 30 S 681.12 FT OF NE ¼ OF NE ¼ EXC N 181.50 FT of E 194.50 FT 19.23 ACRES

#### Parcel #2

T3N, R7E, SEC 30 SE ¼ of NE ¼ EXC BEG AT E ¼ COR, TH N 89-48-20 W 1318.90 FT, TH N 01-35-57 E 330.47 FT, TH S 89-48-20 E 1317.96 FT, TH S 01-31-05 W 330.48 FT TO BEG 30 ACRES

#### Parcel #3

T3N, R7E, SEC 30 PART OF SE ¼ of NE ¼ BEG AT E ¼ Cor, TH N 89-48-20 W 1318.90 FT, TH N 01-35-57 E 330.47 FT, TH S 89-48-20 E 1317.96 FT, TH S 01-31-05 W 330.48 FT TO BEG 10 ACRES

**TOTAL 59.23 ACRES** 



# PROCEED WITH CAUTION

The attached commitment has been generated in accordance with information provided to ATA National Title Group, LLC at time of order.

This title commitment reflects one or more requirements that need to be addressed prior to closing, such as:

- Current mortgage(s), home equity loan, and/or existing land contract to be paid off
- Association status letter needed
- Property taxes and/or special assessment to be paid
- Documentation needed for review (i.e. certificate of trust, death certificate, letters of authority, company resolution, power of attorney)

Further documentation may be required before proceeding to closing if additional circumstances apply, such as:

- Death of a party
- Marriage of a party
- Divorce of a party
- Power of attorney for a party
- Seller is not a US citizen
- Survey may be needed based on underwriter requirements

Please contact your Escrow Processor for additional direction.

Thank you for your business!



Commitment for Title Insurance 2021 v.01.00 (07-01-2021)

#### ALTA COMMITMENT FOR TITLE INSURANCE issued by **Stewart Title Guaranty Company**

#### **NOTICE**

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

ATA NATIONAL TITLE GROUP, LLC

STEVEN M. GRECO **AUTHORIZED SIGNATORY**  STEWART TITLE GUARANTY COMPANY

Frederick H. Eppinger President and CEO

> David Hisey Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice: the Commitment to Issue Policy: Schedule A. Schedule B. Part I-Requirements; and Schedule B. Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.







Commitment for Title Insurance 2021 v.01.00 (07-01-2021)

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: ATA National Title Group, LLC Issuing Office: 6751 Dixie Hwy., Ste. 106

Clarkston, MI 48346

Ph:(248) 625-6100 Fax:(248) 625-8933

Issuing Office's ALTA® Registry ID: 1033513

Issuing Office File Number: 63-24912765-CLK

Property Address: Vacant Land, Highland, MI, Vacant Land, Highland, MI, Vacant Land, Highland, MI

Revision Number:

#### **SCHEDULE A**

1. Commitment Date: May 06, 2024, at 8:00 am

2. Policy to be issued: Proposed Policy Amount

(a) ALTA® Owner's Policy
Proposed Insured: **TBFL** 

(b) ALTA® LOAN POLICY Proposed Insured:

- 3. The estate or interest in the Land at the Commitment Date is **Fee Simple**.
- 4. The Title is, at the Commitment Date, vested in:

Six Rivers Regional Land Conservancy

5. The Land is described as follows: Situated in the Township of Highland, County of Oakland, State of Michigan

SEE EXHIBIT A

ATA National Title Group, LLC

Steven M. Greco

**AUTHORIZED SIGNATORY** 

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.



#### Exhibit "A"

The Land is described as follows: Situated in the Township of Highland, County of Oakland, State of Michigan

#### Parcel A:

Part of East 1/2 of Northeast 1/4 of Section 30, Town 3 North, Range 7 East, Highland Township, Oakland County, Michigan, described as beginning at the East 1/4 corner of Section 30 Town 3 North, Range 7 East, thence North 89 degrees 48 minutes 20 seconds West 1318.90 feet along the East and West 1/4 line of Section 30, thence North 01 degree 35 minutes 57 seconds East 1339.41 feet; thence North 01 degrees 42 minutes 38 seconds East 689.11 feet; thence South 88 degrees 57 minutes 51 seconds East 1119.88 feet; thence South 01 degrees 31 minutes 05 seconds West 181.50 feet; thence South 88 degrees 57 minutes 51 seconds East 194.50 feet to the East line of Section 30; thence South 01 degrees 31 minutes 05 seconds West 1827.61 feet along the East line of Section 30, to point of beginning, excepting Southerly 10 acres thereof.

#### Parcel B:

Southerly 10 acres of the following: Part of East 1/2 of Northeast 1/4 of Section 30, Town 3 North, Range 7 East, Highland Township, Oakland County, Michigan, described as beginning at the East 1/4 corner of Section 30, Town 3 North, Range 7 East, thence North 89 degrees 48 minutes 20 seconds West 1318.90 feet along East and West 1/4 line of Section 30; thence North 01 degrees 35 minutes 57 seconds East 1339.41 feet; thence North 01 degrees 42 minutes 38 seconds East 689.11 feet; thence South 88 degrees 57 minutes 51 seconds East 1119.88 feet; thence South 01 degrees 31 minutes 05 seconds West 181.50 feet; thence South 88 degrees 57 minutes 51 seconds East 194.50 feet to the East line of Section 30; thence South 01 degrees 31 minutes 05 seconds West 1827.61 feet along the East line of Section 30 to point of beginning.

Parcels A and B are assessed on the tax rolls described as:

#### Parcel 1:

South 681.12 feet of Northeast 1/4 of Northeast 1/4 of Section 30, Town 3 North, Range 7 East, Highland Township, Oakland County, Michigan, except North 181.50 feet of East 194.50 feet.

#### Parcel 2:

Southeast 1/4 of Northeast 1/4 of Section 30, Town 3 North, Range 7 East, Highland Township, Oakland County, Michigan, except beginning at East 1/4 corner; thence North 89 degrees 48 minutes 20 seconds West 1318.90 feet; thence North 01 degrees 35 minutes 57 seconds East 330.47 feet; thence South 89 degrees 48 minutes 28 seconds East 1317.96 feet; thence South 01 degrees 31 minutes 05 seconds West 330.48 feet to beginning.

#### Parcel 3:

Part of the Southeast 1/4 of Northeast 1/4 of Section 30, Town 3 North, Range 7 East, Highland Township, Oakland County, Michigan, beginning at East 1/4 corner; thence North 89 degrees 48 minutes 20 seconds West 1318.90 feet; thence North 01 degrees 35 minutes 57 seconds East 330.47 feet; thence South 89 degrees 48 minutes 20 seconds East 1317.96 feet; thence South 01 degrees 31 minutes 05 seconds West 330.48 feet to point of beginning.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Exhibit A. Page 3

Parcel Identification Nos.: 11-30-200-011, as to Parcel 1 11-30-200-018, as to Parcel 2 11-30-200-019, as to Parcel 3

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

### Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Exhibit A. Page 4

#### SCHEDULE B, PART I REQUIREMENTS

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Submit evidence, satisfactory to the Company, of the corporate status of Six Rivers Regional Land Conservancy.
- 6. Submit a copy of the Resolution of the Board of Directors of the recited owner authorizing the sale of the subject property to the recited purchaser and directing the proper officers to execute the proposed conveyance on behalf of the corporation.
- 7. Warranty Deed from recited owner to recited purchaser.
- 8. Upon supplying the identity of the Proposed Insured and/or the amount of the policy to the Company, this commitment may be subject to such further requirements as may then be deemed necessary.
- 9. Discharge of the mortgage executed by Six Rivers Land Conservancy, a Section 501 (c) (3) Michigan non-profit corporation to The Conservation Fund, a Maryland nonprofit corporation dated April 6, 2022 and recorded April 8, 2022 in Liber 57672, Page 139, Oakland County Records. Said mortgage executed in the original amount of \$417,965.00.

10. PAYMENT OF TAXES: Tax Parcel No.: 11-30-200-011

2023 Summer Taxes are exempt

2023 Winter Taxes are exempt

11. PAYMENT OF TAXES: Tax Parcel No.: 11-30-200-018

2023 Summer Taxes are exempt

2023 Winter Taxes are exempt

12. PAYMENT OF TAXES: Tax Parcel No.: 11-30-200-019

2023 Summer Taxes are exempt

2023 Winter Taxes are exempt

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.



NOTE: If the subject property is connected to public/community water or sewer, furnish a copy of the current bill showing that all charges have been paid to date or the Owner's Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the date of policy.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.



# SCHEDULE B, PART II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Rights or claims of parties in possession not shown by the Public Records.
- 2. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof of the Land.
- 3. Easements, claim of easements or encumbrances that are not shown in the Public Records and existing water, mineral, oil and exploration rights.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
- 5. Any lien or right to lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage or loss of any homestead exemption status for the insured premises.
- 7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- 8. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for a public or private street, drive, road or highway purpose.
- 9. Right of Way vested in Board of County Road Commissioners of the County of Oakland by instrument recorded in Liber 38 of Miscellaneous Records, Page 256, Oakland County Records.
- 10. Right of Way vested in Michigan Consolidated Gas Company by instrument recorded in Liber 2198, Page 317 and in Liber 2729, Page 533, Oakland County Records.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.



File No: 63-24912765-CLK Terms, conditions and provisions which are recited in Right of Way and Easement Grant recorded in Liber 20866, Page 313 and in Liber 21174, Page 654, Oakland County Records.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Schedule B - Exceptions Page 8

#### **COMMITMENT CONDITIONS**

#### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that under applicable law illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands. and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice:
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I-Requirements; and
  - f. Schedule B, Part II-Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

#### COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Commitment Conditions Page 9

#### 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I-Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

#### LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

#### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

#### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.



#### 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

#### 10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

#### 11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.

Stewart Title Guaranty Company - All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.





#### **PRIVACY POLICY NOTICE**

ATA National Title Group, LLC and its family of affiliated companies (collectively "ATA") respect the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the ATA Privacy Policy.

ATA, as an agent for First American Title Insurance Company, Old Republic Title Insurance, American Guaranty Title Insurance Company, Stewart Title Guaranty, Fidelity National Title Insurance Company and its family of companies, Westcor Land Title Insurance Company, and WFG National Title Insurance Company, provides title insurance products and other settlement and escrow services to customers. The ATA Privacy Policy applies to all ATA customers, former customers and applicants

What kinds of information we collect: Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- information from forms and applications for services, such as your name, address and telephone number
- information about your transaction
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, certain non-public personal information is provided to us in order to provide the services requested. and
  - information about your transactions and experiences as a customer..

How we use and disclose this information: We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, we record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction.

We may also disclose your name, address and property information to other companies who perform marketing services such as letter production and mailing on our behalf, or to other financial service companies (such as insurance companies, banks, mortgage brokers, credit companies) with whom we have joint marketing arrangements

How we protect your information: We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

If you have any questions about this privacy statement or our practices at ATA, please write us at: ATA National Title Group, LLC, 31440 Northwestern Highway, Ste. 300, Farmington Hills, Michigan 48334 or email us at <a href="mailto:legal\_dept@atatitle.com">legal\_dept@atatitle.com</a> or visit our website www.atatitle.com

(Effective January 2023)

#### STEWART INFORMATION SERVICES CORPORATION

#### **GRAMM-LEACH BLILEY PRIVACY NOTICE**

Updated: August 24, 2023

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

#### Stewart may collect the following categories of personal and financial information from you throughout your transaction:

- 1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
- 2. Demographic Information: Marital status, gender, date of birth.
- 3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

#### Stewart may collect personal information about you from:

- 1. Publicly available information from government records.
- 2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
- 3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

#### Stewart may use your personal information for the following purposes:

- 1. To provide products and services to you in connection with a transaction.
- 2. To improve our products and services.
- 3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

#### Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules, and regulations.
- 1. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Parties involved in litigation and attorneys, as required by law.
- e. Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- f. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

#### Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to <a href="OptOut@stewart.com">OptOut@stewart.com</a>, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

#### **How Stewart Protects Your Personal Information**

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

#### **Contact Information**

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Chief Compliance and Regulatory Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056

Effective Date: January 1, 2020 Updated: August 24, 2023

# STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

#### **Personal and Sensitive Personal Information Stewart Collects**

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

- **A. Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
- B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.
- C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.
- **D. Commercial information**. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

#### F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

#### **Use of Personal and Sensitive Personal Information**

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator reguests as required by applicable law, court order, or governmental regulations.

- 1. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Internet or other similar network activity

Category F: Non-public education information

#### A. Your Consumer Rights and Choices Under CPPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

#### i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

#### ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

- 1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- 2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.

- 3. Debug products to identify and repair errors that impair existing intended functionality.
- 4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- 5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
- 6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- 7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- 8. Comply with a legal obligation.
- 9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

#### iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

#### iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

#### v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

#### **Exercising Your Rights Under CCPA and CPRA**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

- 1. Emailing us at OptOut@stewart.com; or
- 2. Visiting <a href="http://stewart.com/ccpa.">http://stewart.com/ccpa.</a>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

#### **Response Timing and Format**

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### **Non-Discrimination**

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### **Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

#### **Changes to This CCPA Notice**

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

#### **Link to Privacy Notice**

Stewarts Privacy Notice can be found on our website at https://www.stewart.com/en/privacy.html.

#### **Contact Information**

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

LIBER 20866 - 313

437299

LIBER 20866 PAGE \$13.00 MISC RECORDING \$2.00 RENONUMENTATION 12/08/1999 03:05:13 P.M. RECEIPTM 106249 RECORDED - ORKLAND COUNTY G. WILLIAM CADDELL. CLERK/REGISTER OF DEEDS

#### RIGHT-OF-WAY AND EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, BERNARD M. ROBINSON AND DORA JANE ROBINSON, HIS WIFE, whose mailing address is 922 HICKORY RIDGE ROAD, MILFORD, MI 48380 (hereinafter called "Grantor"), whether one or more, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant, convey, and warrant to VECTOR PIPELINE L.P., a Delaware Limited Partnership, of 21 West Superior Street, Duluth, Minnesota 55802, its grantees, successors and assigns (hereinafter called "Grantee"), an exclusive right-of-way and perpetual easement to conduct the following specific activities set forth in this agreement, including: construct, operate, maintain, clear, inspect and repair one pipeline, together with valves, fittings, protective apparatus, a pipeline communications system and such other equipment and appurtenances necessary in connection therewith for the effective, efficient, and safe transportation of natural gas and associated hydrocarbon by-products, and derivatives thereof, through a pipeline on, over, under and across the following specific areas: the strips of land specifically described in Exhibit A of this Right-of-Way and Easement Grant, as "Permanent Easement and Right-of-Way." "Temporary Workspace" and "Additional Temporary Workspace," which Exhibit A is attached hereto and incorporated herein by reference. The strips of land are hereinafter referred to as the "Right-of-Way." The Grantor further grants the Grantee the right of ingress and egress to and from the Right-of-Way for all purposes necessary and incidental to the exercise by the Grantee of the specific activities authorized herein.

The aforesaid specific activities in and on the Right-of-Way are granted as and from the data hereof, and shall be on the following terms and conditions, which are hereby mutually covenanted and agreed to, by and between the Grantor and the Grantee.

FIRST: Grantor covenants with Grantee that Grantor is the lawful fee simple owner of the Right-of-Way, and that Grantor has the right and authority to make this grant, and that Grantor will forever warrant and defend the title thereto against all claims whatsoever.

allation of said pipoline. Grantee shall pay to Granter additional consideration in th by and between Grantee and Granter and hereby incorporated b on or before December 31, 2000, then the effectiveness of this Right nent Grant shall automatically terminate e shall, upon written request of the Granter, forthwith exce

THIRD: Subject to the provisions hereof, the strip of land described in Exhibit "A" as "Permanent Easement And Right-of-Way" shall be an immediately effective, permanent and perpetual conveyance of a Right-of-Way and Easement upon and subject to the terms and provisions of this agreement.

FOURTH: Subject to the provisions hereof, the strips of land described in Exhibit "A" as "Temporary Workspace" and "Additional Temporary Workspace" constitute temporary easements and rights of way which shall expire in effectiveness upon the earlier of (i) the date the pipeline has been constructed and all necessary clean-up, site leveling and construction site work has been completed, and (ii) October 1, 2002.

FIFTH: No sale, conveyance, transfer or assignment, in whole or in part, of the Grantor's interest in the lands subject to the Right-of-Way shall be binding on Grantee until 30 days after Grantee has received written notice of such change and has been furnished with a true copy of the deed or other written instrument of transfer.

SIXTH: Any and all payments, notices or communications provided for herein may be served and shall be sufficient when served by depositing the same in the United States Post Office with postage fully prepaid, by certified mail, return receipt requested, addressed to Grantor at 922 HICKORY RIDGE ROAD, MILFORD, MI 48380 or at such other address as may be specified in writing by Grantor or Grantor's successors or assigns, from time to time, consistent with paragraph FIFTH of this agreement.

R/W NO. OAKLAND 010

Page 1 of 4

REVENUE TO BE AFFIXED AFFE PENLING

0. D!

#### ase **20866** " 314

SEVENTH: The Grantee shall, at the time of construction, bury said pipeline at a sufficient depth through cultivated lands so that it will not interfere with ordinary annual crop cultivation, and also pay for damage to annual crops, fences, trees and other existing improvements which may arise from the exercise of the rights herein granted. Grantee shall have the right to clear all trees. undergrowth, and other obstructions from the Right-of-Way and after said pipeline has been installed, Grantee shall not be liable for damages caused on the Permanent Easement and Right-of-Way by keeping it clear of such trees, undergrowth and other obstructions. in the exercise of Grantee's rights herein granted.

EIGHTH: With respect to the Permanent Right-of-Way and Easement, the Grantor shall not at any time excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on, over, under or across the said Permanent Right-of-Way and Easement any pit, well, foundation, pavement, road or other structure or installation without Grantee's prior written permission. Likewise, Grantor shall take no such actions in the Temporary Workspace or Additional Temporary Workspace until subsequent to the date determined consistent with paragraph FOURTH hereof. Otherwise the Grantor shall have the right fully to use and enjoy said Right-of-Way except as the same may be necessary, convenient or incidental to the purposes herein granted to the Grantee. Further, the Grantor shall not materially alter the grade of the Permanent Right-of-Way and Easement without the express, prior written consent of the Grantee.

NINTH: Grantee agrees to indemnify and hold Grantor harmless from any and all losses of or damages to property or injuries to or death of any person resulting from Grantee's activity on the Right-of-Way unless such loss, damage, injury or death results from the negligence or willful misconduct of Grantor, its agents, representatives, employees, contractors or invitees.

TENTH: The Grantee shall have the right to assign and mortgage its rights under this agreement in whole or part as to all or any portion of the rights accruing hereunder, subject always to the terms hereof.

ELEVENTH: This agreement, including all the covenants and conditions herein contained, shall be binding upon, and inure to the benefit of the heirs, executors, administrators, successors in title and assigns of the Grantor and the Grantee respectively.

Multiple Grantors and Grantees may execute separate original counterparts of this agreement and such execution shall have the same

agreement.	ted this document this 12th day of August 1995
_	
GRANTOR WITNESSES:	GRANTOR:
Thetheling	Bernard & Prolineon BERNARD M. ROBINSON  Milvew Jane Rofinson
Robert/Jakevay /	BERNARD M. ROBINSON
12 15 De	ploed Jone Rofmers
Greg B. Jakeway	DORA JANE ROBINSON
GRANTEE WITNESSES:	GRANTEE:
	VECTOR PIPELINE L.P. BY VECTOR PIPELINE, INC. AS GENERAL PARTNER
$\mathcal{X}_{-}$	Willing to

Karen Murton

Prepared by: Paul Norgren

Vector Pipeline L.P. 21 West Superior Street Duluth, Minnesota 55802-2067 (218) 725-0558

R/W NO. OAKLAND 010

TITLE: Attorney-in-Fact

NAME: William T. Jakeway II

Return to: Vector Pipeline L.P. 4700 South Hagadom, Suite 295 East Lansing, MI 48823 (517) 333-0442

Page 2 of 4

es

le

nŧ

vt

ĸС

Σſ

is eı

e

HT 6 ic

h n 20866 · 315

## INDIVIDUAL ACKNOWLEDGEMENT

STATE OF MICHIGAN	)				
COUNTY OF OAKLAND	) ss.: )				
On this the 12th day o	a August	, 1999, personally appeared	before me BERNARD M. ROBINSON AND		
DORA JANE ROBINSON, HIS WIFE, signer(s) of the foregoing instrument, and acknowledged the same to be his/her/their free act					
and deed.		Robert Takeway  (Frint Same)  Genesce  My Commission Expires: 9-1  Acting in Oakland	Notary Public County, Michigan  5-200/ County		
CORPORATE ACKNOWLEDGEMENT					
STATE OF MICHIGAN	)				
COUNTY OF INGHAM	) ss.: )				
On this the 16th da	y of August	, <b>/999</b> ', personally	appeared before me William T. Jakeway II		
acting in his capacity as Attorney-in-Fact of Vector Pipeline, Inc., as General Partner of Vector Pipeline, L.P., a Delaware Limited					
Partnership, signer of the foregoing instrument, and acknowledged the same to be his free act and deed as Attorney-in-Fact of such					
General Partner and the free act and	d deed of said parti	nership.	, <del>1</del>		
BOB J. CHRONIS Notary Public, Ingham My Comm. Expires Mar.	STER Co., MI . 24, 2002	Bob J. Chronister	Notary Public		
		Lathan	County, Michigan		
		My Commission Expires:	24,2002		

R/W NO. OAKLAND 010

Page 3 of 4

# 1BER 20866 316

Attached To and Made a Part Of That Certain Right-of-Way and Easement Grant Executed By BERNARD M. ROBINSON AND DORA JANE ROBINSON, HIS WIFE In Favor of Vector Pipeline, L.P. and Dated Hugust /2, 1999

#### VECTOR PIPELINE

TRACT NO. OAKLAND 010

TAX I.D. NO. 11-30-200-011

COUNTY OF OAKLAND

STATE OF MICHIGAN

#### PERMANENT EASEMENT AND RIGHT OF WAY

A 30 FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY BEING UPON, OVER, THROUGH, ACROSS A PORTION OF THE FOLLOWING DESCRIBED LANDS:

That part of the following described parcel which lies within the Northeast one-quarter of the Northeast one-quarter (NE/4 NE/4) of Section 30, Township 3 North, Range 7 East (T3N, R7E), Highland Township, Oakland County, Michigan, described as beginning at the East 1/4 corner of Section 30, Town 3 North, Range 7 East, thence North 89 degrees 48 minutes 20 seconds West 1318.90 feet along the East and West 1/4 line of Section 30, thence North 01 degree 35 minutes 57 seconds East 1339.41 feet; thence North 01 degree 42 minutes 38 seconds East 689.11 feet; thence South 88 degrees 57 minutes 51 seconds East 1119.88 feet; thence South 01 degree 31 minutes 05 seconds West 181.50 feet; thence South 88 degrees 57 minutes 51 seconds East 194.50 feet to the East line of Section 30; thence South 01 degree 31 minutes 05 seconds West 1827.61 feet along the East line of Section 30, to the point of beginning

THE BASELINE OF SAID EASEMENT AND RIGHT OF WAY BEING LOCATED 25 FEET SOUTHERLY OF THE CENTERLINE OF MICHIGAN CONSOLIDATED GAS COMPANY'S EXISTING 24 INCH - "B" PIPELINE. SAID 30 FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY BEING 15 FEET SOUTHERLY OF AND 15 FEET NORTHERLY OF SAID BASELINE. CONTAINING 0.775 ACRES MORE OR LESS.

#### TEMPORARY WORKSPACE

BEING A 50 FEET WIDE STRIP OF LAND, PARALLEL WITH AND ADJACENT TO THE SOUTHERLY SIDE OF THE ABOVE DESCRIBED 30 FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY, AND A 30 FEET WIDE STRIP OF LAND, PARALLEL WITH AND ADJACENT TO THE NORTHERLY SIDE OF SAID PERMANENT EASEMENT AND RIGHT OF WAY, EXTENDING OR SHORTENING THE SIDE LINES OF THE TEMPORARY EASEMENTS, AT THE BEGINNING AND TERMINATION OF SAID PERMANENT EASEMENT LINES, TO INTERSECT WITH THE ABOVE REFERENCED PROPERTY LINES. CONTAINING 2.066 ACRES MORE OR LESS.

Bernard M. ROBINSON

DORA JANE ROBINSON

Thosa fore Reference
DORA JANE ROBINSON

R/W NO. OAKLAND 010

Page 4 of 4

Π

e

Έ

LIBER 21174 NA 654

67562

LIBER 21174 PAGE 654
\$13.00 MISC RECORDING
\$2.00 RENONUMENTATION
03/08/2000 11:33:05 A.M. RECEIPTW 18658
PAID RECORDED - ORKLAND COUNTY
G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

#### RIGHT-OF-WAY AND EASEMENT GRANT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, BERNARD M. ROBINSON AND DORA JANE ROBINSON. HIS WIFE, whose mailing address is 922 S. HICKORY RIDGE ROAD, MILFORD, MI 48380-1506 (hereinafter called "Grantor"), whether one or more, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant, convey, and warrant to VECTOR PIPELINE L.P., a Delaware Limited Partnership, of 21 West Superior Street, Duluth, Minnesota 55802, its grantees, successors and assigns (hereinafter called "Grantee"), an exclusive right-of-way and perpetual easement to conduct the following specific activities set forth in this agreement, including: construct, operate, maintain, clear, inspect and repair one pipeline, together with valves, fittings, protective apparatus, a pipeline communications system and such other equipment and appurtenances necessary in connection therewith for the effective, efficient, and safe transportation of natural gas and associated hydrocarbon by-products, and derivatives thereof, through a pipeline on, over, under and across the following specific areas: the strips of land specifically described in Exhibit A of this Right-of-Way and Easement Grant, as "Permanent Easement and Right-of-Way," "Temporary Workspace" and "Additional Temporary Workspace," which Exhibit A is attached hereto and incorporated herein by reference. The strips of land are hereinafter referred to as the "Right-of-Way." The Grantor further grants the Grantee the right of ingress and egress to and from the Right-of-Way for all purposes necessary and incidental to the exercise by the Grantee of the specific activities authorized herein.

The aforesaid specific activities in and on the Right-of-Way are granted as and from the date hereof, and shall be on the following terms and conditions, which are hereby mutually covenanted and agreed to, by and between the Granter and the Grantee.

FIRST: Grantor covenants with Grantee that Grantor is the lawful fee simple owner of the Right-of-Way, and that Grantor has the right and authority to make this grant, and that Grantor will forever warrant and defend the title thereto against all claims whatsoever.

SECOND: Prior to installation of said pipeline. Grantee shall pay to Grantor additional consideration in that amount as set forth-by agreement dated by and between Grantee and Grantor and horeby incorporated herein. In the event Grantee does not make the aforesaid payment on or before December 31, 2000, then the effectiveness of this Right of Way and Easement Granto shall automatically terminate and Grantee shall, upon written request of the Grantor, forthwith execute and deliver to the Grantor an instrument releasing and terminating all rights herein granted.

THIRD: Subject to the provisions hereof, the strip of land described in Exhibit "A" as "Permanent Easement And Right-of-Way" shall be an immediately effective, permanent and perpetual conveyance of a Right-of-Way and Easement upon and subject to the terms and provisions of this agreement.

FOURTH: Subject to the provisions hereof, the strips of land described in Exhibit "A" as "Temporary Workspace" and "Additional Temporary Workspace" constitute temporary easements and rights of way which shall expire in effectiveness upon the earlier of (i) the date the pipeline has been constructed and all necessary clean-up, site leveling and construction site work has been to taleted, and (ii) October 1, 2002.

FIFTH: No sale, conveyance, transfer or assignment, in whole or in part, of the Grantor's interest in the lands subject to the Right-of-Way shall be binding on Grantee until 30 days after Grantee has received written notice of such change and has been furnished with a true copy of the deed or other written instrument of transfer.

SIXTH: Any and all payments, notices or communications provided for herein may be served and shall be sufficient when served by depositing the same in the United States Post Office with postage fully prepaid, by certified mail, return receipt requested, addressed to Grantor at 922 S. HICKORY RIDGE ROAD, MILFORD, MI. 48380-1506 or at such other address as may be specified in writing by Grantor or Grantor's successors or assigns, from time to time, consistent with paragraph FIFTH of this agreement.

R/W. NO. 0AKLAND 011

Page 1 of 4 REVENUE TO BE AFFIXED AFTER RECORDING

https://ocmideeds.com/#advanced

1/4

ES G H A.I PAKI CLI

len TO an tiv lve rec ativ

RΑ

naf

he hal

ie (

hit

her

anı t al

F-1 4-1 7

An i sı

rks :ss ha

ls s

has

eir ay eei

зиf

## LIBER 21174 NOT 655

\*\* SEVENTH: The Grantee shall, at the time of construction, bury said pipeline at a sufficient depth through cultivated lands so that it will not interfere with ordinary annual crop cultivation, and also pay for damage to annual crops, fences, trees and other existing improvements which may arise from the exercise of the rights herein granted. Grantee shall have the right to clear all trees, undergrowth, and other obstructions from the Right-of-Way and after said pipeline has been installed. Grantee shall not be liable for damages caused on the Permanent Easement and Right-of-Way by keeping it clear of such trees, undergrowth and other obstructions, in the exercise of Grantee's rights herein granted.

EIGHTH: With respect to the Permanent Right-of-Way and Easement, the Grantor shall not at any time exeavate, drill, install, erect or permit to be excavated, drilled, installed or erected on, over, under or across the said Permanent Right-of-Way and Easement any pit, well, foundation, pavement, road or other structure or installation without Grantee's prior written permission. Likewise, Grantor shall take no such actions in the Temporary Workspace or Additional Temporary Workspace until subsequent to the date determined consistent with paragraph FOURTH hereof. Otherwise the Grantor shall have the right fully to use and enjoy said Right-of-Way except as the same may be necessary, convenient or incidental to the purposes herein granted to the Grantee. Further, the Grantor shall not materially after the grade of the Permanent Right-of-Way and Easement without the express, prior written consent of the Grantee.

NINTH: Grantee agrees to indemnify and hold Grantor harmless from any and all losses of or damages to property or injuries to or death of any person resulting from Grantee's activity on the Right-of-Way unless such loss, damage, injury or death results from the negligence or willful misconduct of Grantor, its agents, representatives, employees, contractors or invitees.

TENTH: The Grantee shall have the right to assign and mortgage its rights under this agreement in whole or part as to all or any portion of the rights accruing hereunder, subject always to the terms hereof.

ELEVENTH: This agreement, including all the covenants and conditions herein contained, shall be binding upon, and inure to the benefit of the heirs, executors, administrators, successors in title and assigns of the Grantor and the Grantee respectively.

Multiple Grantors and Grantees may execute separate original counterparts of this agreement and such execution shall have the same effect as if each signatory executed the same counterpart. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the Grantor has executed this document this 19<sup>th</sup> day of August 19<sup>th</sup> GRANTOR WITNESSES:

GRANTOR WITNESSES:

Robert Jakoway

MUhULL BURCHE

Khrafine K

Michelle Bueche

GRANTEE WITNESSES:

Kimberly Weisberg

Michael G. Hoggari

Prepared by:
Paul Norgren
Vector Pipeline L.P.
21 West Superior Street
Duluth, Minnesota 55802-2067
(218) 725-0558

R.W. NO. 0AKLAND 011

**GRANTEE:** 

VECTOR PIPELINE L.P.

BY VECTOR PIPELINE, INC. AS GENERAL PARTNER

NAME: John W. Laverty
John W. Laverty

TITLE: Michigan ROW Manager
Return to:

Vector Pipeline L.P. 4700 South Hagadom, Suite 295 East Lansing, MI 48823 (517) 333-0442

Page 2 of 4

# LIBER 21174 NO 656

INDIVIDUAL ACKNOWLEDGEMENT
On this the 19 <sup>th</sup> day of August 1999 personally appeared before me BERNARD M. ROBINSON AND
ORA JANE ROBINSON, HIS WIFE signer(s) of the foregoing instrument, and acknowledged the same to be his her their free act
Acting in DAKLAND County
CORPORATE ACKNOWLEDGEMENT
TATE OF MICHIGAN ) ss.: DUNTY OF INGHAM )
On this the 27th day of Mccember . 1999, personally appeared before me John W. Laverty.
of Vector Pipeline, Inc., as General Partner of Vector Pipeline, L.P., a Delaware Limited
rtnership, signer of the foregoing instrument, and acknowledged the same to be his free act and deed as Attorney-in-Fact of such
eneral Partner and the free act and deed of said partnership.

Soo J. Chronister Notary Public

BOB J. CHRONISTER Notary Public, Ingham Co., MI My Comm. Expires Mar. 24, 2002

Twgwam County, Michigan

My Commission Expires: Myrch 24, 2002

R/W NO, 0AKLAND 011

Page 3 of 4

be

Jς

.P.,

Atto

# 1902 21174 °4# 657

#### EXHIBIT A

Attached To and Made a Part Of That Certain Right-of-Way and Easement Grant

Executed By BERNARD M. ROBINSON AND DORA JANE ROBINSON, HIS WIFE In Favor of Vector Pipeline, L.P. and

Dated <u>August 19, 1999</u>

#### VECTOR PIPELINE

TRACT NO. 0AKLAND 011

TAX LD. NO. :1-30-200-018

COUNTY OF OAKLAND

STATE OF MICHIGAN

#### PERMANENT EASEMENT AND RIGHT OF WAY

A 30 FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY BEING UPON, OVER, THROUGH, ACROSS A PORTION OF THE FOLLOWING DESCRIBED LANDS:

THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (SE 4 NE 4) OF SECTION 30. TOWNSHIP 3 NORTH, RANGE 7 EAST (T3N, R7E), HIGHLAND TOWNSHIP, OAKLAND COUNTY, MICHIGAN, EXCEPT BEGINNING AT THE EAST ¼ CORNER; THENCE WEST 1318.9 FEET: THENCE NORTH 330.47 FEET; THENCE EAST 1317.96 FEET; THENCE SOUTH TO POINT OF BEGINNING

THE BASELINE OF SAID EASEMENT AND RIGHT OF WAY BEING LOCATED 25 FEET SOUTHERLY OF THE CENTERLINE OF MICHIGAN CONSOLIDATED GAS COMPANY'S EXISTING 24 INCH - "B" PIPELINE. SAID 30 FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY BEING 15 FEET SOUTHERLY OF AND 15 FEET NORTHERLY OF SAID BASELINE. CONTAINING 0.138 ACRES MORE OR LESS.

#### TEMPORARY WORKSPACE

BEING A 30 FEET WIDE STRIP OF LAND, PARALLEL WITH AND ADJACENT TO THE NORTHERLY SIDE OF THE ABOVE DESCRIBED 30 FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY, AND A 50 FEET WIDE STRIP OF LAND, PARALLEL WITH AND ADJACENT TO THE SOUTHERLY SIDE OF SAID PERMANENT EASEMENT AND RIGHT OF WAY. EXTENDING OR SHORTENING THE SIDE LINES OF THE TEMPORARY EASEMENTS. AT THE BEGINNING AND TERMINATION OF SAID PERMANENT EASEMENT LINES, TO INTERSECT WITH THE ABOVE REFERENCED PROPERTY LINES. CONTAINING 0.367 ACRES MORE OR LESS.

#### ADDITIONAL TEMPORARY WORKSPACE

BEING A 50 FEET WIDE STRIP OF LAND, PARALLEL WITH AND ADJACENT TO THE SOUTHERLY SIDE OF THE ABOVE DESCRIBED 50 FEET WIDE TEMPORARY WORKSPACE, AND EXTENDING 125 FEET NORTHWESTERLY OF THE EAST PROPERTY LINE. CONTAINING 0.1435 ACRES MORE OR LESS.

Benard Rolmon

Benard M. ROBINSON

R/W NO. 0AKLAND 011

Page 4 of 4

Τ

#### **BUDGET AMENDMENT WORKSHEET**

#### 2024 PROPOSED BUDGET AMENDMENTS

BOARD MEETING - June 3, 2024

ORIGINAL BUDGET AS AMENDED PROPOSED PROPOSED 12/31/2024 12/31/2024 AMENDMENTS NEW BUDGET

**CAPITAL IMPROVEMENT FUND:** 

**Expenditures:** 

**FUND & ACCOUNT** 

401-751-971.002 NEW PARK PROPERTY \$20,000.00 \$20,000.00 + \$ 435,000.00 = \$455,000.00

#### **Purpose of Amendment:**

To amend budget for purchase of South Hickory Ridge Rd. property from Six Rivers. No fund appropriation is required as the capital improvement fund has a surplus.



# **MEMORANDUM**

To: Highland Township Board of Trustees

From: Rick Hamill

Date: June 3, 2024

Re: Steeple Hall Exterior Painting

The exterior of Steeple Hall requires wood board repairs, railing repairs or replacements, and painting. A competitive bid was issued on April 19, 2024, and the bids were opened on May 14, 2024, at 4:00 p.m. at the Township Auditorium. Six applicants submitted bids, with the lowest bid coming from Diedrich Painting at \$26,886.

Additionally, an added option to replace missing cedar shake shingles, clean, wash, and seal the bell tower was included for \$5,782.

Project total: \$32,668.00

Recommended Motion: I would like to approve Diedrich Painting to complete the exterior painting and repairs with the added option of the bell tower at Steeple Hall located at 205 West Livingston Road, Highland MI for a total of \$32,668.00 with no budget amendment needed and to approve the Supervisor to sign all related contracts.



My name is Ronald William Diedrich, owner of the current Diedrich Painting since 1995. Here's a little history of Diedrich Painting as told by my dad, Bill Diedrich...

William Diedrich arrived in Detroit as a German immigrant back in 1878. He began to work as a painter and began his own business, William Diedrich Painting & Decorating in 1881. With the onset of the industrial revolution, his business began to grow exponentially. He soon added the marker "Company" to his business, and became known as William Diedrich & Company. As the Detroit skyline developed, much of it was being occupied by Diedrich painters, most notably, for the Ford Motor Company and it's facilities. The Diedrich Painting workforce grew to over 300 painters, providing painting, decorating, staining, and wallpaper services all over southeast Michigan. William married, had three sons, and as they grew up and joined the Company, the name changed to William Diedrich & Sons. In 1931, my dad William (Bill) was born. This was a pinnacle time for DP, as their biggest client, Henry Ford, soon found his labor force embattling to unionize. And within a few years, Ford was forced to hire only union workers. William Diedrich & Sons was not a union contractor and lost almost 90% of its workforce to the unions. William Diedrich died shortly thereafter. My grandfather (my dad's dad) fell ill and passed away, an industrial accident cost the life of one of the other sons, and, well, not much is known as to what exactly happened to the third son...Rumor has it that he took the Company's money and ran to Vegas. So, what did my dad do? He joined the union!

He later rebranded the company and just called it "Diedrich Painting." I was born in 1968, and by the time I was in high school, I was already moonlighting as a painter. Him teaching, me learning. It was tough. His standards were incredibly high. I tried a couple times to work for other painters, but I was quick to realize that not everybody was taught by my dad. It was these experiences that showed me how special he was to the art and craft of painting. My dad officially retired from the union in 1995. He told me of the history of our painting family, placed his hand on my shoulder and said, "It's all up to you now son."

In that same year, I married my wife, Beth, who grew up and lived in Highland, and that's when I became a Highland resident. My dad & I continued to work together, and even though I was officially in charge, it was still, him teaching, me learning. That instilled expertise has led me to several proud exterior projects in and around the Highland area...the Asa Smith house, Eugene Beach's house, heck, my own house on Livingston Road. Diedrich Painting also did the Township Library, Duck Lake Park's concession stand, Colasanti's Market, and many other restoration projects. My son, Nick, has worked with me part time for the past four years, and last year we were commissioned to perform the exterior painting of the Edsel Ford Barn inside Highland Recreation Area State Park. I told Nick about how his great-great-grandfather did a lot of painting for the Ford family, and he thought, wouldn't that be something if we're here painting the very building that Diedrich Painting painted almost 100 years ago? I am currently working on both the interior & exterior of the Gate House in Highland Rec, also part of the Ford historical properties.

Thank you for your consideration and interest in having Diedrich Painting as an applicant for the Highland Station House/Steeple Hall project. I truly appreciate the opportunity.

# **DIEDRICH PAINTING**

134 W. Livingston Road, Highland, Mich. 48357

(248) 931-4304

## **PROPOSAL**

No. 2407

Date: May 2, 2024 Amount: \$26,886.00 w/Option: \$32,668.00

	Proposal Submitted To:		Work to be Performed At:
Name	Highland Township	Location	205 W. Livingston Road
Street	205 North John Street	Email	highlanddda.marketing@gmail.com
City/St.	Highland, MI. 48357	Start Date	summer 2024
Phone	(248) 563-6533 Cassie	Job Length	36 days; 40 days w/optional work

I hereby propose to perform the necessary labor for the completion of the following...

#### **EXTERIOR SURFACES**

#### Highland Station House/Steeple Hall/HVCA & Highland DDA Building

- \* remove existing downspouts and power-wash ALL paintable surfaces to rid dirt, webs, bees nests, etc. as required
- \* repair existing DDA West Entryway Railing & Newel Posts with new pressure treated angled rail sections to match existing and secure to repaired or replaced Newel Posts via stainless steel brackets & hardware as required
- \* remove existing DDA South elevation's damaged bevel siding where necessary
- \* supply, cut, & install new oil-primed Cedar 1/2"x6" wood bevel siding to replace damaged siding, and secure with ring-shanked stainless steel fasteners
- \* fill holes in existing DDA South elevation Fascia Board with DAP "Plastic Wood"
- \* score, cut, & remove existing rotted siding on 2nd story HVCA's (School House) South elevation just above 1st story Roof line as recommended
- \* supply, cut, & install new 1x6 PVC Trim Rake Board on 2nd story South Elevation and caulk with OSI Quad polyurethane sealant

note: PVC Rake board will be positioned approximately 1" above roof line shingles to ensure proper water drainage and minimize clogging of leaves, debris, etc.

- \* prep ALL paintable surfaces via hand-scrape & mechanical sanding to remove chipping, flaking, unadhered paint as required
- \* patch woodpecker holes with DAP "Plastic Wood" cellulose fibre fill where necessary
- \* remove existing vine remnants via randam orbital sander where necessary
- \* spot-prime all bare wood surfaces with one coat of Linseed Oil primer via brush
- \* caulk cracks & crevices where necessary with OSI Quad polyurethane sealant
- \* mask off Windows, Stone Foundation, etc. to keep free from paint

- \* apply one coat of Benjamin Moore Regal Select Hi-build exterior grade acrylic finish to all Trim surfaces, such as, Crown Mouldings, Fascia Boards, Soffits, Friese Boards, Corner Boards, Rake Boards, Door & Window Surrounds, Sills & Cornices, Window Corbels, Porch Posts, Railings, Newel Posts, etc. via brush & airless spray, tinted to match existing Brown as specified
- \* apply one coat of Benjamin Moore Regal Select Hi-build exterior grade acrylic finish to all Siding surfaces via brush & airless spray, tinted to match existing Yellow as specified
- \* apply one coat of Benjamin Moore Regal Select Hi-build exterior grade acrylic finish to DDA's Porch Ceiling via brush & roll, tinted to match existing Blue as specified
- \* apply one coat of Benjamin Moore Regal Select Hi-build exterior grade acrylic finish to Attic Vents & Bell Tower Vents via brush & airless spray, tinted to match existing Green
- \* apply one coat of Benjamin Moore Regal Select Hi-build exterior grade acrylic finish to all Gingerbread Mouldings via brush & foam roller, tinted to match existing Yellow
- \* prep and paint HVCA's Main Entry Doors via brush to match existing 2-tone paint scheme
- \* unmask Stone Foundation, unmask Windows, and reinstall Downspouts

#### Optional...

**Cedar Shake Shingles** 

\$5,782

- \* carefully powerwash Cedar Shake Shingles on Bell Tower Steeple to rid gray, dead wood fibers, and bring back fresh Cedar look
- \* supply, cut, & install new Cedar Shake Shingles to replace broken or missing Shingles and secure with stainless steel fasteners as required
- \* mask of metal drip edge to keep free from sealer
- \* apply one coat of TWP Natural Cedar-tone oil base wood preservative on Bell Tower's Cedar Shake Shingles via china bristle brush
- \* wash, repair, & seal with TWP Cedar Shake Shingles above Gallery Hall Gable
- \* wash, repair, & seal with TWP Cedar Shake Shingles above HVCA Entry Gable
- \* wash, repair, & seal with TWP Cedar Shake Shingles above East Bilco Doors
- \* wash, repair, & seal with TWP Cedar Shakes above South Bumpout Window

note: "Repair" consists of identifying & replacing split, and/or cupped Shingles with new Cedar Shake Shingles, cut to size and fit replacement shingle

**N/C** \* clean Copper Weather Vane atop Bell Tower to original lustre

All material is guaranteed to be as specified and the above work to be performed in accordance with the specifications submitted and completed in a substantial workmanlike manner for the sum of \$19800 in Labor, \$3086 for Paint, Wood, & PVC Materials and Supplies, plus a \$4000 Boom rental allotment from Tool Time of Highland, or, twenty six thousand eight hundred eighty six (\$26,886.00) dollars, plus any options as shown in red. A deposit of \$7086 will be required for all materials & supplies, and to secure the boom rental for a month and a day, if necessary. Labor balance to be paid in two equal installments of \$9900, with the first installment due upon an agreeable half-way point such as completion of Steeple Hall & the Bell Tower. The final installment of \$9900, plus or minus final Boom rental, will be submitted via invoice and is due within thirty (30) days of completion.

If the "Optional" Cedar Shake work is chosen, an additional deposit of \$5782 will be required to cover the cost the added Labor, Cedar Shakes, supplies, and an added allotment of \$1500 for a taller aerial lift. Total deposit would be \$12,868, leaving the original Labor balance and installment plan to remain the same. Thank-you, Cassie & Rick, for extending the opportunity for me to bid this project for you...

Respectfully submitted ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

G:	Dut
Signature	Date
5,6,,,,,,,	

# **DIEDRICH PAINTING**

Ron's cell# (248) 931-4304

# HIGHLAND STATION HOUSE PROJECT PLAN

Start Date: Summer 2024

Estimated Completion Date: 36 days; 40 w/options

(weather permitting)

Notes:

Highland Township is to provide an exterior power source and water supply for duration

Diedrich Painting will park it's jobsite vehicle in the South Gravel Lot

Orange Cones will identify parking perameters

Power Tools (Chop Saw, Table Saw, etc.) will be confined to a small 12x12 area workshop

Extension Cords, Power Washer Hoses, etc. will be wound up and put away daily

Ladders will be collapsed and laid flat at the end of each workday

Wood Spacers will be used under Boom's Outriggers to minimize lawn indentations DP will provide it's own hoses for water cleanout to be performed in South Gravel Lot Entryway Area's work will be "Caution Taped" off to the public, and may be performed

after hours, such as weekend days.

Note:

Optional Cedar Shake Shingle work, if so chosen, would be performed at the beginning of the project and would take 4 days to complete.

# **GALLERY HALL**

(11 days)

Day 1 GOAL: Wash Gallery Hall & HVCA Showroom

**Bring:** Carpentry Tools & Supplies; Powerwasher Tools & Supplies

Goto: Iverson's: purchase PVC Rake Board Trim

Tool Time: rent Boom

\* score & cut upper story south Siding; cut & install Rake board
\* powerwash paintable surfaces on Bell Tower & Gallery Hall

Day 2-4

**GOAL: GH Surface Prep** 

**Bring:** 

**Mechanical Sanders** 

Goto:

5-Star Supply: purchase sanding discs; oil primer; Linseed Oil; Mineral Spirits

- \* scrape & sand Gallery Hall Siding to rid flaking, unadhered paint
- \* sand GH Trim surfaces to promote adhesion
- \* sand and remove vine sucky-things
- \* spot-prime bare wood areas w/Linseed Oil primer via brush

Day 5-7

GOAL: Paint Brown Trim on Gallery Hall

Goto:

Storage Unit: load Sprayer, Sprayer Box, Body Suits, Respirators, etc.

Repcolite: purchase Brown Trim & Yellow Siding finishes

- \* mask off Windows & Stone
- \* spray Crown, Fascia, Soffits, & Friese Boards
- \* brush Window Trim & Corner Boards
- \* spray Bilco Doors; brush Basement Windowframe

# Day 8-11

# **GOAL: Paint Yellow Siding on Gallery Hall**

- \* brush Clapboard Siding
- \* paint Gingerbread via foam roller
- \* unmask

	BELL TOWER (5 days)
Day 12	GOAL: Prep Bell Tower Surfaces
v	* sand & scrape paintable surfaces
	* mask Cedar Shake Shingles to keep free from paint
	* spot-prime bare wood w/Linseed Oil primer
Day 13	GOAL: Paint Brown Trim on Bell Tower
	* mask Windows prior to paint
	* spray Crown, Fascia, Soffits, & Friese Boards
	* brush Window Trim & Corner Boards
Day 14	GOAL: Paint Yellow Siding on Bell Tower
	* brush Clapboard Siding
	* paint Green Ventilation Slats on Bell Tower
Day 15,16	GOAL: Paint Gingerbread on Bell Tower
	* paint exposed Flashing to prevent rust
	* unmask
	HVCA SHOWROOM (east & upper GH south elevations) (3 days)
Day 17	GOAL: Prep HVCA Showroom Surfaces
Day 17	* remove Downspout
	* sand & scrape paintable surfaces
	* spot-prime bare wood w/Linseed Oil primer
Day 18	GOAL: Paint Brown Trim on HVCA Showroom
Duj 10	* mask Windows prior to paint
	* spray Crown, Fascia, Soffits, & Friese Boards
	* brush Window Trim, Corner Boards, & newly installed Rake Board
	* spray Gutters & Downspouts
	* spray Cinderblock Foundation
Day 19	GOAL: Paint Yellow on HVCA Showroom
v	* paint Siding via brush
	* paint Gingerbread via foam roller
	* paint Green Attic Vent
	* unmask: reinstall Downsnout

DDA BUILDING (14 days) Day 20 GOAL: Wash East, South, & West Elevations **Tool Time: return Boom** Goto: Boom rental is for 28 days. If days remain, Township may use for additional projects, note: or return early if Tool Time offers credit... remove Downspouts powerwash DDA Building's East, South, & West Elevations GOAL: Prep East Surfaces; Paint Soffit Day 21 sand Siding & Trim; spot-prime rusty fastener heads mask Windows incl. aluminum clad spray Brown Soffit spray Gutters & Downspouts spray Cinderblock Foundation Day 22,23 **GOAL: Paint East DDA Siding** brush Yellow Clapboard Siding unmask; reinstall Downspouts **GOAL: Prep DDA South Elevation Surfaces** Day 24 Iverson's: purchase Cedar Clapboard Siding & Railing Components Goto: **R&R Cedar Clapboard Siding** repair Fascia Boards sand & scrape Siding & Trim spot-prime bare wood & rusty fastener heads **GOAL: Repair West DDA Railing** Day 25 **R&R Southwest corner Entry Stair Railing & Newel Posts GOAL: Prep DDA West Elevation Surfaces** Day 26,27 sand & scrape Siding & Trim spot-prime bare wood & rusty fastener heads GOAL: Paint West DDA Porch Railing & Trim Day 28 remove Downspouts mask Doors & Windows; cover Walkways spray Brown Railing Components & Trim spray Brown Fascia & Soffit spray Gutters & Downspouts spray Cinderblock Foundation GOAL: Paint DDA South & West brushable Trim Day 29 paint South Fascia via brush paint Corner Boards & brushable Brown Trim **GOAL: Paint DDA Entry Doors** Day 30 paint DDA Entry Doors two-tone Brown & Yellow GOAL: Paint DDA South & West Siding Day 31,32 mask Cedar Shake Shingles brush Yellow Clapboard Siding unmask; reinstall Downspouts GOAL: Paint DDA Porch Ceiling & Gingerbread Day 33 remove Ceiling Lights; cover Railings & Walkway paint Blue Porch Ceiling via brush & roll paint Yellow Gingerbread via foam roller uncover

Day 34	GOAL: Prep Entryway Surfaces
	* scrape & sand Siding & Trim
	<ul> <li>* spot-prime w/Linseed Oil Primer via brush</li> </ul>
	<ul><li>* spray Brown Fascia &amp; Soffits</li></ul>
Day 35	GOAL: Paint Yellow Siding & Gingerbread
	<ul> <li>paint brushable Brown Trim</li> </ul>
	<ul><li>paint Yellow Siding via brush</li></ul>
	<ul> <li>paint Gingerbread via foam roller</li> </ul>
	* powerwash Entryway's paintable surfaces
Day 36	GOAL: Paint Entry Doors
	* paint DDA Entry Doors two-tone Brown & Yellow
	<ul> <li>perform Final jobsite cleanup</li> </ul>

(3 days)

HVCA MAIN ENTRY

take a bow!

# Certificate of Persons Conducting Business Under Assumed Name STATE OF MICHIGAN COUNTY OF OAKLAND (We or I), the undersigned, do hereby certify in pursuance of Act 151, P.A. 1949, as amended, now own (or) intend to own, conduct and transact business in the County of Oakland, State of Michigan, under the Assumed Name DIEDRICH PAINTING PAINTING with description of business W. LIVINGSTON ROAD, HIGHLAND MICH. Business address \_\_ do further certify that the true and real full names of the persons who now own (or) intend to own, conduct and transact the same, together with the residence address(es) of each of the said persons are as follows: RESIDENCE ADDRESS NAME 134 LA LIVINGSTON RD. HIGHLAND In Witness Whereof, well have this 22 42 day of SEPTEMBER THIS CERTIFICATE EXPIRES STATE OF MICHIGAN COUNTY OF OAKLAND Acknowledged by (notary signature) Notary Public, State of Michigan County, Michigan R. RICKLEFS My commission expires Notary Public, Oaldand County, Michigan My Commission Expires October 10, 2024 STATE OF MICHIGAN COUNTY OF OAKLAND It LISA BROWN, County Clerk/Register of Deeds, do hereby certify that I have compared the foregoing certificate with the

original and that is a true and correct copy of the whole of such original certificate.

LISA BROWN, County Clerk/Register of Deeds

By: Deputy Cler

Note: This certificate must be renewed within five (5) years from date. If you change your place of business you must file a change of address with this office. If you change the personnel above listed you must file a Notice of Discontinuance and a new Certificate of Persons Conducting Business Under Assumed Name with this office. If you discontinue your business you must file a Notice of Discontinuance with this office.

C-45 (01/17)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/14/2024

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

IMPORTANT: If the certificate holder is a the terms and conditions of the policy, co certificate holder in lieu of such endorse	ertain	policles may require an end	cy(les) r orsemei	nust be endo nt. A stateme	rsea. If SUB ent on this ce	rtificate does not confer rights	to the
PRODUCER	.nond	~ <i>j</i> .	CONTAC NAME:	l Kari Li	ngerfelt		***************************************
Insurance Advisors			DHUNE	(0.4.0)	363-5746	FAX (A/C, No): (249) 36	3-9554
8884 Commerce Rd.			IA/C. No E-MAIL			cyadvisors.com	
and Commerce Rd.			AUUKE			DING COVERAGE	NAIC #
Commerce Two. MI 483	R 2		menoc			Insurance Co.	14176
Commerce Twp. MI 483	02				35 Muluar	insurance co.	111/0
			INSURE				ļ
DIEDRICH PAINTING			INSURE				
RONALD DIEDRICH DBA			INSURE				
134 W LIVINGSTON RD			INSURE				<del> </del>
	57-46		INSURE			DEVICION NUMBER.	L
COVERAGES CERT THIS IS TO CERTIFY THAT THE POLICIES OF	TIFICA	ATE NUMBER: 23/24 Mas	ter re	Vised		REVISION NUMBER:	n 1
INDICATED. NOTWITHSTANDING ANY REQUI CERTIFICATE MAY BE ISSUED OR MAY PERT EXCLUSIONS AND CONDITIONS OF SUCH PO	IREME AIN, TH DLICIES	NT, TERM OR CONDITION OF A HE INSURANCE AFFORDED BY S. LIMITS SHOWN MAY HAVE B	NY CONT THE POL	FRACT OR OTH ICIES DESCRI UCED BY PAID	HER DOCUME! BED HEREIN I CLAIMS.	NT WITH RESPECT TO WHICH THI	S
INSR TYPE OF INSURANCE	ADDL S INSD V	WD POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE 3	1,000,000
A CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) 5	100,000
	х	GL 9631212		11/15/2023	11/15/2024	MED EXP (Any one person) S	10,000
						PERSONAL & ADV HUURY S	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE 3	2,000,000
PRO-	j					PRODUCTS - COMP/OP AGG \$	2,000,000
OTHER:	]					Property damage-single limit S	
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT §	1,000,000
<del></del> 1						BODILY INJURY (Per person) S	
A ANY AUTO ALL OWNED X SCHEDULED		ACV9837213		6/30/2023	6/30/2024	BODILY INJURY (Per accident)   S	
NON-OWNED		7.51505 1215		.,,	, .	PROPERTY DAMAGE 5	
HIRED AUTOS AUTOS						(Per accident)	
UMBRELLA LIAB OCCUR						Primary/Hon-Contributory 3  EACH OCCURRENCE S	
EXCESS LIAB CLAIMS-MADE							
DED   RETENTION 5   WORKERS COMPENSATION						PER OTH- STATUTE ER	
AND EMPLOYERS' LIABILITY Y/N							
I AND DECEMBERADIST ASSESSED TO THE PROPERTY OF THE PROPERTY O	NIA					EL EACH ACCIDENT \$	
(Mandatory In NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE S	
DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT   \$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES Additional insured information s			may be atta	ached if more spa	ce is required)		
CERTIFICATE HOLDER			CANC	ELLATION			
Charter Township of High 205 N John Street Highland, MI 48357	land	i	ACC	EXPIRATION E ORDANCE WIT	OATE THEREOI	SCRIBED POLICIES BE CANCELLE F, NOTICE WILL BE DELIVERED IN Y PROVISIONS.	D BEFORE
nightand, mi 4030/				RIZED REPRESEN Walker/LM		11DWU-	anne a
<u> </u>			1001111		-	ODD CORROBATION All ric	

# **COMMENTS/REMARKS** The Charter Township of Highland and its officials, employees, volunteers and agents are to be listed as additional insureds as it pertains to general liability as per written contract on a primary, non-contributory basis for both the general liability and automobile liability.

OFREMARK

COPYRIGHT 2000, AMS SERVICES INC.



# **MEMORANDUM**

To: Highland Township Board of Trustees

From: Rick Hamill

Date: June 3, 2024

Re: 250 West Livingston Road Mural Installation – Building Mural Agreement

As discussed, and approved in our prior meetings, we voted to proceed with developing a plan for the mural installation at 250 West Livingston Road. This decision underscores our commitment to enhancing the park's offerings and creating a more enriching experience for visitors and patrons.

I am writing to request authorization to sign the Building Mural Agreement between the Charter Township or Highland, the Highland Downtown Development Authority and the Artist-Zack Curtis Artwork.

The proposed mural will be located at 250 West Livingston Road, overlooking Veterans Park. It will not be painted on the brick, but rather an artist approved sign board material and affixed to the eastern elevation of the structure.

The mural aims to contribute to the cultural and visual vibrancy of the area, fostering a sense of community pride.

Enclosure



# **Building Mural Agreement**

This Agreement shall be effective as of the date of the last signature and is by and between the CHARTER TOWNSHIP OF HIGHLAND, whose address is 205 N. John Street, Highland, MI 48357, ("TOWNSHIP"), the CHARTER TOWNSHIP OF HIGHLAND DOWNTOWN DEVELOPMENT AUTHORITY ("DDA"), whose address is 205 W. Livingston Road, Highland, MI 48357, and the mural ARTIST Zachary Curtis, dba: ZACHARY CURTIS ARTWORK, whose address is 8730 Cooley Beach, White Lake, MI 48038. ("ARTIST"). The purpose of the Agreement is for the ARTIST selected by DDA to paint a Mural on a Building owned by the TOWNSHIP and to define the responsibilities of the parties.

# **ARTIST Responsibilities:**

For and in consideration of payment by the DDA to the ARTIST, as provided in this Agreement, ARTIST will provide a painted mural on signboard panels ,("Mural") placed on a building at 250 West Livingston Road, Highland TOWNSHIP, Michigan 48357, ("Building"), in the location depicted in Exhibit I.

The ARTIST shall be responsible for providing all art supplies, materials and equipment ("Supplies") necessary to complete the Mural, including transportation. Prior to starting the Mural, ARTIST shall provide DDA a complete color rendering of his design for the for approval by the DDA. The Mural may not contain any obscene, inappropriate or political content. Once the Mural design is approved by the DDA, the DDA shall provide the design to TOWNSHIP, for their review and approval.

If the TOWNSHIP requests changes to the Mural design or requests additional design information, ARTIST shall provide a revised design and the additional information and documentation requested by TOWNSHIP. If TOWNSHIP does not provide approval of the design or adds additional requirements that render the Mural project unfeasible, as determined by the DDA, this Agreement shall automatically terminate without any further obligation or responsibility of either Party.

If the TOWNSHIP approves the Mural specifications, ARTIST and DDA will set a schedule for the Mural painting and the Mural shall be completed by July 14, 2024. ARTIST may not make any alteration, modification or expansion of the Mural without the express approval of DDA and TOWNSHIP. If ARTIST makes any changes to the design or Mural without the required approvals, ARTIST shall not be entitled to any payment, and shall immediately return any partial payment already received, to the DDA.

ARTIST shall ensure that the Mural preparation and painting do not interfere with the continuous and uninterrupted use of TOWNSHIP and DDA operations and shall not cause any interference or damage to TOWNSHIP Building and adjacent property. ARTIST shall comply with the instructions, methods of construction and safety requirements provided by an authorized TOWNSHIP representative. ARTIST shall leave the TOWNSHIP property in its original condition, as determined to the satisfaction to TOWNSHIP. ARTIST shall not leave the Supplies unattended. ARTIST shall remove all Supplies after the end of each day of painting.

**Completion:** ARTIST shall complete the Mural by July 14, 2024, except as otherwise provided herein.

ARTIST shall have the first right to repair the Mural should it suffer any damage or vandalism and require repairs or covering of graffiti. However, repairs shall be performed according to the direction of TOWNSHIP or the DDA, if TOWNSHIP does not provide repair instructions. The ARTIST shall have no cause of action against TOWNSHIP or DDA in the event of damage, destruction or loss of the wall in which the Mural is located, including if the Building is torn down.

ARTIST authorizes the DDA and TOWNSHIP to use photo images of ARTIST in DDA and TOWNSHIP publications and/or promotions for the Mural.

**TOWNSHIP Responsibilities.** TOWNSHIP is the fee simple owner of the Building located at 250 West Livingston Road, Highland, MI 48357. TOWNSHIP agrees to permit ARTIST to paint a Mural on the exterior face of the east facing wall of the Building ("Wall") as depicted in Exhibit I. The ARTIST and his/her employees and agents will have reasonable access to the Wall and the area immediately adjacent to the Wall.

TOWNSHIP agrees not to destroy, deface, damage, alter or obstruct the visibility of the Mural. TOWNSHIP agrees that if repairs are required to be made to the Wall, or graffiti has been placed on the Wall, the TOWNSHIP will notify DDA, who shall notify the ARTIST. TOWNSHIP shall provide the ARTIST the opportunity to fix and/or repaint the Mural after the Wall has been repaired. In the event that the Wall is demolished or painted over, TOWNSHIP shall immediately notify the DDA. If the TOWNSHIP determines that the Mural cannot be reasonably repaired, it may terminate the Agreement as provided herein and may repair the Wall as it deems appropriate.

If TOWNSHIP sells the Building, they must include as a condition of sale that the Mural shall remain on the Wall and be subject to the terms of this Agreement, until the end of the Term of this Agreement.

**DDA Responsibilities.** The DDA will instruct ARTIST as to the purpose, goals and requirements for the Mural. The DDA shall be considered the owner of the Mural. The DDA shall place a plaque on the Wall indicating the name of the ARTIST and an explanation of the design.

**Payment.** Upon approval of the Mural design by Township, DDA shall pay ARTIST a total of four thousand seven hundred thirty-six dollars (\$4,736.00), which constitutes 50% of the cost of supplies and labor for the Artist to paint the Mural. Within one month of acceptance by DDA and completion of mural by ARTIST, the DDA shall pay ARTIST four thousand seven hundred thirty-six dollars (\$4,736.00), which is the remaining 50% balance of the cost of supplies and labor.

**Independent Contractor.** ARTIST is and shall perform under this Agreement as an Independent Contractor with complete control over its employees, agents, and operations. No employee, agent or representative of ARTIST shall represent, act, or be considered as an agent, representative or employee of the TOWNSHIP or DDA and the TOWNSHIP and DDA shall have no liability to ARTIST for employment benefits of any kind.

**Assignment.** ARTIST shall not assign the services under this Agreement or any part thereof without the written consent of the DDA and TOWNSHIP.

**Insurance.** ARTIST shall have no right to or expectation of coverage under any insurance policies of the DDA or Highland TOWNSHIP. ARTIST shall procure the insurance required by TOWNSHIP as indicated by the certificate of insurance provided in Exhibit II of this Agreement. If ARTIST is a sole proprietor and does not have Workers Compensation Insurance, ARTIST accepts full responsibility for any accidents or injuries to himself/herself related to the painting of the Mural.

**Hold Harmless and Indemnification.** To the extent not covered by ARTIST's insurance, ARTIST shall indemnify and hold the DDA and TOWNSHIP, and their officials, employees, agents, and volunteers harmless from and against all claims and related costs for any damages for personal injury, including bodily injury and death, and/or property damage, including loss of use, which arises out of or is in any way connected or associated with the painting of the Mural and this Agreement.

**Damage to ARTIST Supplies.** ARTIST shall be solely responsible for insuring against and any damage to ARTIST's Supplies that occurs during or as a result of the painting of the Mural and waives and shall hold the TOWNSHIP and DDA and their officials, employees, volunteers, and agents harmless from any claims for such damages.

**Copyright**. ARTIST shall create an original painting for the Mural and shall not reproduce work belonging to another party. ARTIST hereby assigns all rights, title and interest in the Mural to DDA, including the right to copyright the Mural. DDA shall have the exclusive right to reproduce the Mural in a photograph and/or image for its website, Social Media accounts and for the promotion of the DDA and TOWNSHIP. ARTIST shall defend, indemnify, and hold the TOWNSHIP and the DDA and their officials, employees, agents and volunteers harmless from and against all claims of copyright or other proprietary right infringement or violation by ARTIST that are asserted against the TOWNSHIP or DDA together with the TOWNSHIP and DDA's costs and expenses incurred in responding to such claims.

## Termination.

- (1) Without liability for any payment except as provided in subsection two below, the DDA and TOWNSHIP reserve the right terminate the Agreement for any reason including:
  - a. The failure of TOWNSHIP to approve the Mural design;
  - b. TOWNSHIP termination of the Mural project for any reason;
  - c. TOWNSHIP requirements that make the Mural project no longer feasible, as determined by the DDA;
  - d. Binding governmental Order;
  - e. Other reason beyond the TOWNSHIP or DDA's control, which prohibits or prevents the painting of the Mural in a safe manner.
  - f. If ARTIST is not able to repair or repaint damage to the Mural to a suitable design as determined by the TOWNSHIP.
  - g. If the Mural has deteriorated, as determined by TOWNSHIP, to such an extent that it cannot reasonably be repaired or repainted.
- (2) In the event of termination of the Agreement by TOWNSHIP or DDA prior to the completion of the Mural, ARIST shall be paid seven hundred and fifty dollars (\$750.00) by DDA for the cost of the mural design.
- (3) TOWNSHIP or DDA may reschedule any day for Mural painting due to inclement weather.
- (4) If the Mural cannot be completed by the agreed upon time frame, the parties agree to attempt to reschedule it to the Mural painting to a mutually agreeable completion date.

**Termination for Default**. If it is determined by the DDA and TOWNSHIP that ARTIST has not complied with the terms of this Agreement, the DDA and TOWNSHIP reserves the right to terminate this Agreement and the DDA may withhold payment without further liability to ARTIST, who shall not be entitled to any damages for such a termination for cause.

In the event of termination of the Agreement prior to completion of the Mural, ARTIST shall return to the DDA the refund received from ARTIST's insurance policy for the remainder of the insurance coverage period, the amount of any supplies that can be returned, and the prorated amount of payment for labor that did not go into work on the Mural.

**Rescheduling.** If the Mural cannot be completed by the agreed upon time frame, the parties agree to attempt to reschedule the Mural painting to a mutually agreeable completion date.

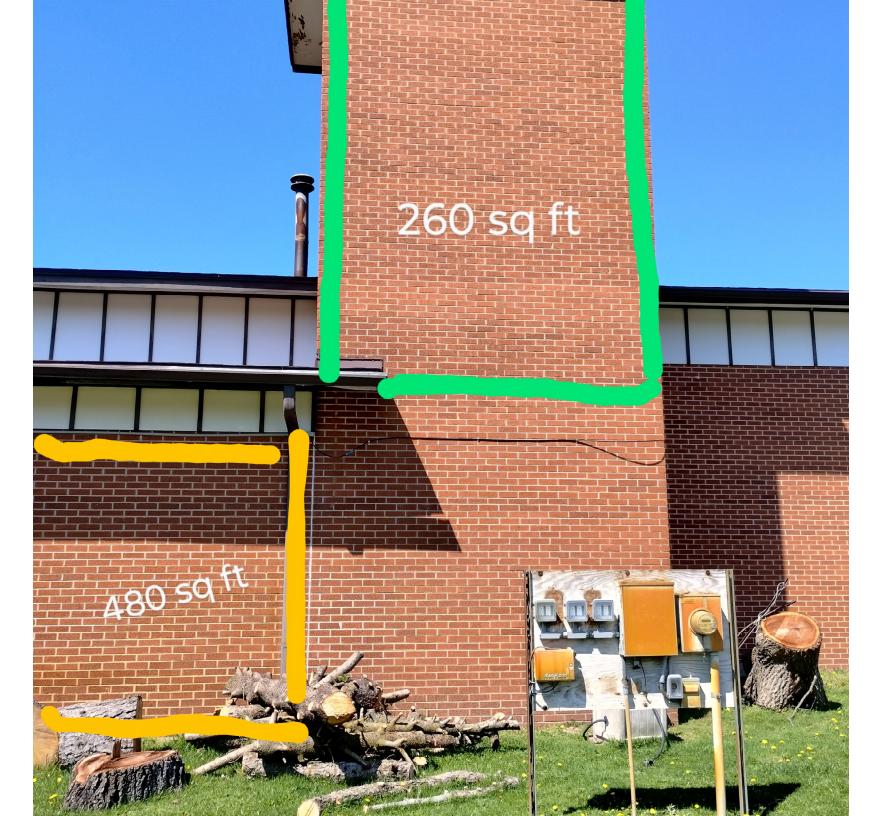
**Term of the Agreement:** The Agreement shall begin on the date it is signed by both Parties and shall remain in effect, unless cancelled as provided above, until December 31, 2024, and may be extended by mutual consent of the parties on a year-to-year basis.

**Compliance with and Governing Law.** This Agreement and the performance by ARTIST shall be subject to all applicable state, federal and local laws, rules or regulations and shall be governed by the laws of the State of Michigan.

**Entire Agreement:** This represents the entire Agreement between the parties and was signed by the parties on the dates indicated below their signatures.

Charter Township of Highland	Charter Township of Highland Downtown Development Authority
By: Rick Hamill, Supervisor	Ву:
, ,	Dato
Date:	Date:
ARTIST	
Ву:	
Date:	









# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 7/25/2023

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

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

PRO	DUCER				CONTAC NAME:	T Karel De	escamps				
Fir	st Independent Insurance Age	ncy			PHONE (A/C, No	. EXU: ' '	247-2220		FAX (A/C, No):	(586) 247-	-7570
159	45 Canal Rd.				E-MAIL ADDRES	s: Karel.De	escamps@in	surefida.co	m		
								DING COVERAGE			NAIC #
Cli	nton Township MI 480	38			INSURE			ce Company			35378
INSU	RED				INSURE						
Zac	hary Curtis, DBA: Zachary Cu	rtis	Art	twork	INSURE						
	O Cooley Beach				INSURE						
					INSURE						
Whi	te Lake MI 483	86									
			ATE	NUMBER: 2023-24	INSURE	X F :		REVISION NUM	ARED.	1	
	HIS IS TO CERTIFY THAT THE POLICIES OF				=N ISSU	ED TO THE IN:				PERIOD	1
C	DICATED. NOTWITHSTANDING ANY REQUESTIFICATE MAY BE ISSUED OR MAY PERIKCLUSIONS AND CONDITIONS OF SUCH P	TAIN,	THE	NSURANCE AFFORDED BY T	HE POL	ICIES DESCRI	BED HEREIN I				
INSR LTR	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	3	
	X COMMERCIAL GENERAL LIABILITY	1130	1170	10 / (10010-11)		1	,	EACH OCCURRENCE		\$	1,000,000
A	CLAIMS-MADE X OCCUR							DAMAGE TO RENTE PREMISES (Ea occ	ED .	\$	100,000
••	January III and III an	x		3AA691374		7/17/2023	7/17/2024	MED EXP (Any one		\$	5,000
								PERSONAL & ADV		\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER;							GENERAL AGGREG		\$	2,000,000
	X POLICY PRO- JECT LOC							PRODUCTS - COMP		\$	2,000,000
								PRODUCTS - COMP	7OF AGG	\$	
	OTHER: AUTOMOBILE LIABILITY							COMBINED SINGLE	LIMIT	\$	
	<del></del> 1							(Ea accident) BODILY INJURY (Page 1997)	er nerson)	\$	
	ANY AUTO ALL OWNED SCHEDULED							BODILY INJURY (P		\$	
	AUTOS AUTOS NON-OWNED							PROPERTY DAMAG		\$	
	HIRED AUTOS AUTOS	1						(Per accident)		\$	
	UMBRELLA LIAB OCCUB										
								EACH OCCURRENC	JE	\$	5,000,000
A	A CEAIWO-WADE			EZXS3123163		7/20/2023	7/20/2024	AGGREGATE		\$	5,000,000
	DED RETENTION \$ WORKERS COMPENSATION			22723123103		7/20/2023	7/20/2024	PER	ОТН-	\$	
	AND EMPLOYERS' LIABILITY Y / N				l			STATUTE	_ ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E,L, EACH ACCIDE		\$	
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA E		\$	
	DÉSCRIPTION OF OPERATIONS below	ļ						E.L. DISEASE - POL	ICY LIMIT	\$	
A	EXCESS LIABILITY			8699U23OALI		7/17/2023	7/17/2024	EACH OCCURRENCE			3,000,000
								AGGREGATE			3,000,000
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (ACC	I DRD 10	1, Additional Remarks Schedule, m	ay be atta	ched if more spac	e is required)	L			
CEF	RTIFICATE HOLDER	<del></del>			CANC	ELLATION	····				
		kc@	hig	hlandtwp.org							
	Charter Township of High 205 N John St Highland, MI 48357	nlan	ıd		THE ACC	EXPIRATION D	ATE THEREOF	SCRIBED POLICIE F, NOTICE WILL BE 7 PROVISIONS.			BEFORE
	ı					ck Green/F			Patril qu	<b>-</b>	
	L.				<u> </u>	@ 400	00 2014 404	OPD COPPOR	ATION!	-ا-دام ۱۱	

COMMENTS/REMARKS	
CSX Transportation, Inc, Highland Downtown Development Authority, and Charter Township of Highland are Additional Insured in regards to General Liability per Form MEGL0009010918 when required by written agreement.	
OFREMARK COPYRIGHT 2000, AMS SERVICES INC.	



# ISSUINGCOMPANYP

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

	SCHEDULE	
Additional Premium:	\$ (Check box if fully earned ☐)	

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

A. Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

### However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

B. With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the valid written contract or agreement; or
- 2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.

10. Adjourn
-------------

Time: \_\_\_\_\_