

**GENOA CHARTER TOWNSHIP BOARD**

**Regular Meeting**

**April 7<sup>th</sup>, 2008**

**6:30 p.m.**

**AGENDA**

Call to Order

Pledge of Allegiance

Call to the Public

**Approval of Consent Agenda:**

1. Payment of Bills

2. Approval of Minutes: 03-17-08

3. Consideration of newsletter articles for the April publishing.

4.(a) Approval of a contract with Tetra Tech MPS in the amount of \$32,500 for 2008 Road Improvement Design and Construction Phase services.

4.(b) Consider approval of a contract with the Livingston County Road Commission for Pardee Lake Road Drainage.

**Approval of Regular Agenda:**

5. Approval of annual budget for the 2008 Tax Allocation Board.

6. Consider request for a sewer extension for a 21± acre parcel in Sec. 11. (Tax I.D. 11-11-100-016)

Correspondence

Member Discussion

Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: April 7, 2008

TOWNSHIP GENERAL EXPENSES; Thru April 7, 2008	\$127,035.61
March 21, 2008 Bi-Weekly Payroll	\$30,871.08
March 28, 2008 Quarterly Payroll	\$7,529.47
April 1, 2008 Monthly Payroll	\$11,236.08
April 4, 2008 Bi-Weekly Payroll	\$30,714.98
OPERATING EXPENSES; Thru April 7, 2008	\$63,464.90
TOTAL:	<u>\$ 270,852.12</u>

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
23870	Administ	Total Administrative Services	03/21/2008	357.67
23871	Equitabl	Equivest Unit Annuity Lock Box	03/21/2008	620.00
23872	Administ	Total Administrative Services	04/01/2008	100.00
23873	Equitabl	Equivest Unit Annuity Lock Box	04/01/2008	270.00
23874	USTREASU	United States Treasury	04/01/2008	244.14
23875	Equitabl	Equivest Unit Annuity Lock Box	03/28/2008	20.00
23876	SOM-TRE	State Of Mich- Dept Of Treasur	03/28/2008	2,850.83
23877	GENOADPW	Genoa Township DPW Fund	03/19/2008	1,000.00
23878	GETWPDPR	Genoa Township DPW Reserve	03/24/2008	10,000.00
23879	ADT	ADT Security Services, Inc.	03/31/2008	220.05
23880	ARCHINAL	Michael Archinal	03/31/2008	530.70
23881	AT&TLONG	AT&T Long Distance	03/31/2008	48.33
23882	ATT& IL	AT&T	03/31/2008	697.64
23883	Coffman	Coffman Electrical Equipment	03/31/2008	651.00
23884	CONTINEN	Continental Linen Service	03/31/2008	105.65
23885	CRAMPTON	Crampton Electric Co., Inc.	03/31/2008	149.60
23886	DTE LAKE	DTE Energy	03/31/2008	172.72
23887	Dyk	Dykema Gossett, PLLC	03/31/2008	18,777.72
23888	ETNA SUP	Etna Supply Company	03/31/2008	15,305.10
23889	FED EXPR	Federal Express Corp	03/31/2008	69.68
23890	INTAB	Intab, Inc.	03/31/2008	505.92
23891	JohnDee	John Deere Landscapes	03/31/2008	3,300.00
23892	LABSAFET	Lab Safety Supply, INC	03/31/2008	798.90
23893	LIBER Ti	Liberty Title Agency	03/31/2008	1,050.00
23894	MASTER M	Master Media Supply	03/31/2008	212.07
23895	MILABOR	MI LABOR LAW SERVICE	03/31/2008	30.25
23896	MPA	Lawrence R. Heslip	03/31/2008	542.00
23897	Net serv	Network Services Group, L.L.C.	03/31/2008	3,690.00
23898	SHELL	Shell	03/31/2008	687.54
23899	TTMPS	Tetra Tech MPS	03/31/2008	12,596.65
23900	Unum	Unum Provident	03/31/2008	59.41
23901	USA BLUE	USA Bluebook	03/31/2008	194.76
23902	VANMART	Kelly VanMarter	03/31/2008	29.97
23903	VERIZONW	Verizon Wireless	03/31/2008	610.55
23904	WALMART	Walmart Community	03/31/2008	141.56
23905	WESTSHOR	West Shore Services, Inc.	03/26/2008	45,000.00
23906	Administ	Total Administrative Services	04/04/2008	357.67
23907	Equitabl	Equivest Unit Annuity Lock Box	04/04/2008	620.00
23908	BUS IMAG	Business Imaging Group	03/31/2008	26.76
23909	HEIKKINE	Heikkinen Law Firm	03/31/2008	1,875.00
23910	LANGWORT	Langworthy Strader Leblanc	03/31/2008	1,554.13
23911	MASTER M	Master Media Supply	03/31/2008	381.17
23912	PETTYCAS	Petty Cash	03/31/2008	48.57
23913	SevernT	Severn Trent Environmental Services, IN	03/31/2008	531.90

**Report Total: 127,035.61**

**First National  
Direct Deposit  
March 21, 2008  
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$955.59
Amy Ruthig		\$955.08
Angela Williams		\$601.36
Barb Kries		\$917.77
Carol Hanus		\$1,176.68
Dave Estrada		\$894.02
Deborah Rojewski		\$2,170.87
<b>Genoa Township</b>	<b>\$21,333.31</b>	
Greg Tatara		\$2,199.48
Judith Smith		\$1,033.44
Karen J. Saari		\$859.05
Kelly VanMarter		\$1,899.34
Laura Mroccka		\$1,219.09
Mary Krencicki		\$673.45
Michael Archinal		\$2,386.41
Renee Gray		\$857.05
Robin Hunt		\$1,186.73
Susan Sitner		\$451.94
Tammy Lindberg		\$895.96
<b>Total Deposit</b>		<b>\$21,333.31</b>

EFT #: \_\_\_\_\_  
INTERNET: \_\_\_\_\_  
CHECK BOOK: \_\_\_\_\_

Accounts Payable  
Computer Check Register



User: sue  
Printed: 03/17/2008 - 12:24  
Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
23870	Administ	Total Administrative Services	03/21/2008		357.67
			Check 23870 Total:		357.67
9484	AETNA LI	Aetna Life Insurance & Annuity	03/21/2008		25.00
			Check 9484 Total:		25.00
9485	EFT-FED	EFT- Federal Payroll Tax	03/21/2008		3,409.30 1,825.84 1,825.84 427.02 427.02
			Check 9485 Total:		7,915.02
9486	EFT-PENS	EFT- Payroll Pens Ln Pyts	03/21/2008		620.08
			Check 9486 Total:		620.08
23871	Equitabl	Equivest Unit Annuity Lock Box	03/21/2008		620.00
			Check 23871 Total:		620.00
9487	FIRST NA	First National Bank	03/21/2008		275.00 2,125.00 18,933.31

Check 9487 Total:

21,333.31

Report Total:

30,871.08

**First National  
Direct Deposit  
Quarterly Payroll  
March 28, 2008**

<b><u>Employee Name</u></b>	<b><u>Credit Amount</u></b>	<b><u>Debit Amount</u></b>
Adam Van Tassell	\$380.92	
Barb Figurski	\$281.60	
Dean Tengel	\$295.52	
Diana Lowe	\$295.52	
Doug Brown	\$369.40	
<b>Genoa Township</b>		<b>\$3,532.19</b>
H.J. Mortensen	\$295.52	
Joseph Perri	\$443.28	
Kevin Brady	\$443.28	
Michael Howell	\$304.75	
Steve Wildman	\$422.40	
<b>Total Deposit</b>	<b><u><u>\$3,532.19</u></u></b>	

EFT #: \_\_\_\_\_  
Internet: \_\_\_\_\_  
Date: \_\_\_\_\_

Accounts Payable  
Computer Check Register



User: sue  
Printed: 03/19/2008 - 10:32  
Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
9493	EFT-FED	EFT- Federal Payroll Tax	03/28/2008		22.35 273.42 273.42 63.95 63.95
Check 9493 Total:					697.09
23875	Equitabl	Equivest Unit Annuity Lock Box	03/28/2008		20.00
Check 23875 Total:					20.00
9494	FIRST NA	First National Bank	03/28/2008		3,532.19
Check 9494 Total:					3,532.19
23876	SOM-TRE	State Of Mich- Dept Of Treasur	03/28/2008	03282008	2,850.83
Check 23876 Total:					2,850.83
Report Total:					7,100.11
					<i>2 checks +</i> 429.36
					<u>7529.47</u>



Township of Genoa  
User: sue

Payroll  
Computer Check Register

Printed: 03/19/08 10:12  
Batch: 607-03-2008

<u>Check No</u>	<u>Check Date</u>	<u>Employee Information</u>	<u>Amount</u>
11852	03/28/2008	GRAJEK Christopher Grajek	147.76
11853	03/28/2008	Olson Teri Teresa Olson	281.60
Total Number of Employees: 2		Total for Payroll Check Run:	429.36

**First National  
Direct Deposit  
April 1, 2008  
Monthly Payroll**

<b><u>Employee Name</u></b>	<b><u>Debit Amount</u></b>	<b><u>Credit Amount</u></b>
<b>Genoa Township</b>	<b>\$6,507.91</b>	
Adam Van Tassel		\$508.55
Gary McCririe		\$1,728.27
H.J. Mortensen		\$332.46
Jean Ledford		\$745.94
Paulette Skolarus		\$2,546.40
Steve Wildman		\$316.80
Todd Smith		\$329.49
<b>Total Deposit</b>		<b><u><u>\$6,507.91</u></u></b>

Accounts Payable  
Computer Check Register



User: sue  
Printed: 03/18/2008 - 12:30  
Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
23872	Administ	Total Administrative Services	04/01/2008		100.00
			Check 23872 Total:		100.00
9488	AETNA LI	Aetna Life Insurance & Annuity	04/01/2008		250.00
			Check 9488 Total:		250.00
9489	EFT-FED	EFT- Federal Payroll Tax	04/01/2008		1,919.56 668.36 668.36 156.32 156.32
			Check 9489 Total:		3,568.92
9490	EFT-PENS	EFT- Payroll Pens Ln Pyts	04/01/2008		295.11
			Check 9490 Total:		295.11
23873	Equitabl	Equivest Unit Annuity Lock Box	04/01/2008		270.00
			Check 23873 Total:		270.00
9491	FIRST NA	First National Bank	04/01/2008		6,457.91 50.00

Check 9491 Total: 6,507.91

23874

USTREASU United States Treasury

04/01/2008

04/01/2008

244.14

Check 23874 Total: 244.14

Report Total: 11,236.08

**First National  
Direct Deposit  
APRIL 04, 2008  
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$955.59
Amy Ruthig		\$955.08
Angela Williams		\$645.21
Barb Kries		\$917.77
Carol Hanus		\$1,176.68
Dave Estrada		\$894.02
Deborah Rojewski		\$2,170.87
<b>Genoa Township</b>	<b>\$21,239.64</b>	
Greg Tatara		\$2,199.48
Judith Smith		\$1,083.44
Karen J. Saari		\$859.05
Kelly VanMarter		\$1,899.34
Laura Mroczka		\$1,219.09
Mary Krencicki		\$424.37
Michael Archinal		\$2,386.41
Renee Gray		\$857.05
Robin Hunt		\$1,186.73
Susan Sitner		\$533.69
Tammy Lindberg		\$875.77
<b>Total Deposit</b>		<b>\$21,239.64</b>

EFT #: \_\_\_\_\_  
INTERNET: \_\_\_\_\_  
CHECK BOOK: \_\_\_\_\_

Accounts Payable  
Computer Check Register



User: sue

Printed: 03/31/2008 - 11:25

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
23906	Administ	Total Administrative Services	04/04/2008		357.67
				Check 23906 Total:	357.67
9497	AETNA LI	Aetna Life Insurance & Annuity	04/04/2008		25.00
				Check 9497 Total:	25.00
9498	EFT-FED	EFT- Federal Payroll Tax	04/04/2008		3,369.97 1,816.48 1,816.48 424.83 424.83
				Check 9498 Total:	7,852.59
9499	EFT-PENS	EFT- Payroll Pens Ln Pyts	04/04/2008		620.08
				Check 9499 Total:	620.08
23907	Equitabl	Equivest Unit Annuity Lock Box	04/04/2008		620.00
				Check 23907 Total:	620.00
9500	FIRST NA	First National Bank	04/04/2008		275.00 2,125.00 18,839.64

Check 9500 Total:

21,239.64

Report Total:

30,714.98

11:16 AM  
04/01/08

**#592 OAK POINTE WATER/SEWER FUND**  
**Payment Of Bills**  
March 12 - 31, 2008

Type	Date	Num	Name	Memo	Amount
Check	03/24/2008	966	AT & T	02/19/08 - 03/18/08	-406.74
Check	03/24/2008	967	BRIGHTON ANALYTICAL LLC	lab costs	-1,036.50
Check	03/24/2008	968	CORRPRO WATERWORKS	INV#SS083410 & S1083362	-1,500.00
Check	03/24/2008	969	FONSON, INC.	INV#7597	-714.00
Check	03/24/2008	970	HI-LINE	INV#1967051 & 1969554	-229.08
Check	03/24/2008	971	MPA TRUCKING	snow plowing & salting	-721.00
Check	03/24/2008	972	MASTER MEDIA SUPPLY	supplies-OP-Water Plant	-55.78
Check	03/24/2008	973	SEVERN TRENT ENVIRONMENTAL SERVICES,	INV#2035285 & 2035283	-27,071.59
Check	03/24/2008	974	TETRA TECH, INC.	#200-12736-08011 OP	-2,500.00
Check	03/24/2008	975	UIS PROGRAMMABLE SERVICES	service rendered 12/23/07	-5,175.00
Check	03/24/2008	976	WATER TECH	INV#15814	-30.00
Check	03/25/2008	977	VELOCITY PUMPS	VOID: pump rebuilds	0.00
Check	03/25/2008	978	LIVINGSTON COUNTY DRAIN COMMISSION	01/2008 LCDC SERVICES	-550.87
Check	03/31/2008	979	CONSUMERS ENERGY	02/22/08 - 03/24/08	-1,893.49
Check	03/31/2008	980	AT & T	03/19 to 4/18/2008	-138.68
<b>TOTAL</b>					<b>-42,022.73</b>
Oak Pointe					<b>42,022.73</b>
Oak Pointe Capital Improvement					<b>\$6,347.00</b>
Lake Edgewood					<b>\$11,884.83</b>
Pine Creek					<b>\$3,210.34</b>
<b>Grand Total</b>					<b><u>63,464.90</u></b>

11:18 AM  
04/01/08

**#592 OAK POINTE WATER/SEWER FUND**  
**Payment of Bills**  
March 12 - 31, 2008

Type	Date	Num	Name	Memo	Split	Amount
Check	03/25/2008	1009	UIS PROGRAMMABLE SERVICES	OP-WWTP Install Flowmeters	616 · CAPITAL PROJECTS	-1,847.00
Check	03/25/2008	1010	TETRA TECH, INC.	Clifford Rd Pump Station	616 · CAPITAL PROJECTS	-4,500.00
<b>TOTAL</b>						<b>-6,347.00</b>



11:20 AM  
04/01/08

### #593 LAKE EDGEWOOD W/S FUND

#### Payment Of Bills

March 12 - 31, 2008

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	03/25/2008	1276	AT&T	01/14/2008-02/13/2008	-257.79
Check	03/25/2008	1277	Brighton Analytical L.L.C.	lab costs	-268.00
Check	03/25/2008	1278	CRAMPTON ELECTRIC CO. INC.	INV#106736	-750.00
Check	03/25/2008	1279	GENOA TOWNSHIP-ADMIN FEES	12/1/07-02/28/2008 Utility billing	-2,493.70
Check	03/25/2008	1280	MPA TRUCKING & SNOW PLOWING	snow plowing & salting	-372.00
Check	03/25/2008	1281	PVS NOLWOOD CHEMICALS, INC	Aluminum Sulfrate INV#254846	-541.80
Check	03/25/2008	1282	SEVERN TRENT ENVIRONMENTAL SERVICES,	February-2008 maintenance	-7,196.25
Check	03/28/2008	1283	SEVERN TRENT ENVIRONMENTAL SERVICES,	3/11/08	-5.29
<b>TOTAL</b>					<b>-11,884.83</b>

11:21 AM  
04/01/08

### #595 PINE CREEK W/S FUND

#### Payment Of Bills

March 12 - 31, 2008

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	03/25/2008	2018	GENOA-TWSP-ADMIN FEES	12/1/07 - 02/28/08 utility billing	-3,210.34
<b>TOTAL</b>					<b>-3,210.34</b>

**GENOA CHARTER TOWNSHIP BOARD**  
**Regular Meeting and Public Hearing**  
**March 17, 2008**

**MINUTES**

Supervisor McCririe called the regular meeting of the Genoa Charter Township Board to order at 6:30 p.m. The Pledge of Allegiance was then said. The following persons were present constituting a quorum for the transaction of business: Gary McCririe, Paulette Skolarus, Robin Hunt, Todd Smith, Jean Ledford, Steve Wildman and Jim Mortensen. Also present were three persons in the audience.

Call to the Public was made with no response.

**Approval of Consent Agenda:**

Moved by Ledford, supported by Mortensen, to approve all items listed under the consent agenda. The motion carried unanimously.

**1. Payment of Bills**

**2. Approval of Minutes: 3-03-08**

**Approval of Regular Agenda:**

Moved by Mortensen, supported by Hunt, to approve for action all items listed under the regular agenda with the addition of an amendment to the General Fund Budget for fiscal 2007/08 and a request for approval of \$605,000.00 for road projects during the summer of 2008. The amended agenda was approved unanimously.

**3. Request for approval of Budgets related to Genoa Charter Township for fiscal 2008/09 and an amendment to the 2007/08 budget.**

**A. Call to the public**

A Call to the Public was made with the following response: Susan Lee – Last year there was money budgeted for Challis/Conrad and it appears that the project will not go forward. I live off of Crooked Lake Road and would like to see Crooked Lake on the list for improvement. Smith – Crooked Lake is on our Capital Improvement list and should be taken care of at such time as the Livingston County Road Commission and Howell Public Schools join us in a financial agreement to improve that road. Hunt – The Livingston County Road Commission has a new supervisor and grader for Genoa Township and I am hopeful that the gravel roads will be improved with their expertise.

**B. Request for approval of an amendment to the 2007/08 General Fund Budget.**

Moved by Hunt, supported by Wildman, to approve an amendment to the attorney fees resulting in an expenditure of \$125,000.00. The motion carried unanimously.

**C. Disposition of Salaries for Elected Officials**

Moved by Smith, supported by Mortensen, to approve a \$1,500.00 salary increase for the Supervisor, Clerk and Treasurer. The motion carried unanimously.

**D. Disposition of General Fund Budget**

Moved by Ledford, supported by Hunt, to approve the General Fund Budget, changing Election Salaries to \$50,000.00. The motion carried unanimously.

**E. Disposition of the Liquor Law Fund #212**

Moved by Skolarus, supported by Smith, to approve the budget for the Liquor Law Fund as presented. The motion carried unanimously.

**F. Funds: Future Road Improvements #261, Road Lake Improvement Advances#264, Parks and Recreation #270, Buildings and Grounds #271, DPW Utility Fund #503 and Fire fund #262.**

Moved by Skolarus, supported by Mortensen, to approve all budgets as presented and listed above. The motion carried unanimously.

**G. Disposition of Debt Service Funds: Funds#854 thru #876.**

Moved by Ledford, supported by Wildman, to approve all budgets for the Debt Service funds as requested. The motion carried unanimously.

**4. Request for approval to transfer ownership of a 2007 Resort Class C Liquor Licenses, (issued under MCL 436.1531 (2), located at 3949 E. Grand River, Howell, MI 48843, Genoa Charter Township, Livingston County, from Applebee's of Michigan, Inc. to Applebee's Restaurants Mid-Atlantic LLC (a Delaware Limited Liability Company).**

Moved by Smith, supported by Ledford, to approve the transfer of the Class C Liquor License as requested. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – None.

**5. Request for determination of 779 S. Hacker as an unsafe structure.**

Township Ordinance Enforcement Officer Adam VanTassell presented his petition for removal of the unsafe structure belonging to Gary Griffin. The structure was built in 1978 and collapsed three and a half years ago. The building is a pole barn, measuring 33' x 50' in area. Pictures of the structure were provided. Griffin – Back in 1978 the County Building Department provided very little instruction with regard to construction. 16 telephone poles were used. A bid in the amount of \$11,500.00 for the replacement of the roof and two poles was provided. Griffin asked that the existing walls and poles be used in the reconstruction.

Moved by Skolarus, supported by Smith, to table the request and reconvene this meeting on May 5, 2008 contingent upon the following:

GENOA CHARTER TOWNSHIP BOARD – Regular Meeting and Public Hearing –  
March 17, 2008

- The County Building Department will review the structure to determine whether a permit can be issued for a partial reconstruction.
- A signed contract with the builder for repair of the structure.
- A statement from the builder certifying that the existing walls and poles will support a new roof.
- A time schedule for completion of the project.
- All funds related to the project will be placed in escrow with the township.

The motion carried unanimously.

The regular meeting and public hearing of the board was adjourned at 7:35 p.m.



Paulette A. Skolarus  
Genoa Township Clerk

(Press/argus 03/21/2008)

**Don't Flush Them**  
Hazardous Drug Disposal  
By Paulette A. Skolarus

If you are like me, you have a cupboard full of unused drugs probably dating back ten or fifteen years - after all you never know when you might need them – right? (*Not a good answer.*) Today, managing those unused medications is not only a safety concern for your family but an environmental concern for our lakes and streams. In the past we were told to flush unwanted medications down the drain or toilet, but today that method of disposal is causing problems for our municipal sewer and water facilities as well as our septic fields. Antibiotics and other medications in a septic system can destroy beneficial bacteria necessary for the system to operate. Wastewater treatment plants are not designed to remove or process many compounds found in medications and they end up being discharged into our surface and ground water.

A study by the United States Geological Survey done in 1999 determined that 80% of the streams sampled contained detectable levels of compounds found in common medications. National attention is growing to develop more appropriate methods of safely disposing of unwanted medications. However, the disposing of narcotics is a legal issue and therein lies the problem because a police officer would need to be present for the exchange of narcotics. Our local pharmacies are not permitted by law to receive unused drugs.

So how to take care of the problem - Today, the solutions are few.

*Chemotherapy drugs may require special handling.* Work with your healthcare provider for proper disposal options for this type of medication.

- Keep other pharmaceuticals in their original container since the labels may contain safety information, the container is chemically compatible, and the caps are typically water tight and child-proof.
- Scratch out, cover with tape, or use permanent marker to make personal information unreadable.
- To reduce the opportunity for misuse, prepare the drugs for disposal as follows:
  - **For solid medications, such as pills or capsules:** add a small amount of water to at least partially dissolve them. Seal the container in a plastic bag and place at the curb with your weekly refuse.
  - **For liquid medications:** add enough table salt, flour, charcoal, sand or kitty litter. Seal the container with duct or other opaque tape to prevent leaks, place in a plastic bag and place at the curb with your weekly refuse.
  - **For blister packs:** wrap the blister packages containing pills in multiple layers of duct or other opaque tape.
  - **Unused ampoules, vials, and IV bags** should not be opened (other than to scratch out the patient's name). Wrap the item with duct or other opaque tape to minimize breakage, and then place in an opaque plastic container

(such as an empty yogurt or margarine tub), then place at the curb in your weekly refuse.

**Just please don't flush them down your toilet or pour them into your sink.**

**Birthdays are good for you. The more you have, the longer you live.**

We're looking for some action shots such as ski jumping at Mount Brighton, golfing at Oak Pointe or other facility, walking our bike paths, water skiing on our many lakes, etc. If you would like to submit a photo, please send it to [polly@genoa.org](mailto:polly@genoa.org). One or two action photos will be used on our new web site. Our new web site will also include a community scrap book. So if you want to show off that new baby or special occasion, send them to me.

**Refuse collection dates for 2008 are as follows:**

Spring Cleanup 04/26/2008 and 05/17/2008 from 9:00 a.m. until noon  
Please bring your small brush and yard waste to the Township Hall  
on either of these dates.

**Holiday Collection Schedule**

**Waste Management observes the following Holidays**

New Years Day	Memorial Day
4 <sup>th</sup> of July	Labor Day
Thanksgiving Day	Christmas Day

Memorial Day – Monday, May 26, 2008  
One Day behind All Week

Labor Day – Monday September 1, 2008  
One Day behind All Week

New Years Day – Tuesday, January 1, 2009  
One Day behind All Week

The other Holidays do not affect Genoa Township since our collection dates are Mondays and Tuesdays.

**Please note that refuse collection times may occasionally change.**

- **According to our Township Rubbish Ordinance, residents should have their disposable refuse at the curb no later than 6:00 a.m. on collection days.**
- **Only 90-gallons of refuse are allowed per household.**
- **Refuse may be placed in either a large Waste Management container, three 30-gallon garbage cans or four 30-gallon plastic bags.**

- **A \$2.00 per bag fee may be assessed by Waste Management for refuse beyond what is allowed under our contract.**

**Please comply with our contract with Mister Rubbish.**

*From the desk of Township Clerk Polly Skolarus...*

An update on our Wireless Livingston Program:

Genoa Township was the first municipality in Livingston County to sign an agreement with Michtel for wireless internet service. Today, Michtel has some funding issues and is working to resolve that problem. The Genoa Charter Township Board approved a resolution granting the use of our water and early warning siren facilities for this specific use at no charge to Michtel. Even with all this effort, the Wireless Livingston Project is not moving forward as fast as we would like.

The first wireless project was started ten years ago in Oakland County and after ten years they have completed approximately thirteen square miles of service. Genoa Township, standing alone, covers 36 square miles of area. Add Genoa to Hamburg Township, Brighton Township and Brighton City and you will come up to over 100 square miles.

When the Brighton City, Brighton Township and Hamburg Township first came together this undertaking was not within the scheme of that gathering. We can understand our residents frustration and desire to obtain high speed internet service and Genoa Township is doing all that it can to make that a reality.

*From the desk of Township Treasurer, Robin Hunt...*

Even though all payments made at the Genoa Township offices are received at the Treasurer's counter, **separate checks are still needed for the different types of services**. Ex: Taxes, special assessments, sewer/water utility payments, etc.

**Genoa Township property tax information is available on our website.** Go to [www.genoa.org](http://www.genoa.org) click the link "Assessing & Property Tax Data." and then click "Tax Information Search." You can search by name, parcel ID # or address, for best results start with only entering 1 search criteria.

Tax payment detail only reflects payments made at Genoa Township. Payments made at the Livingston County Treasurer's Office, for delinquent taxes, are not reflected on the Genoa website.

### **Dog Licenses**

The State of Michigan requires the annual licensing of all dogs 4 or more months old. Township residents may purchase their dog tags at the Genoa Township Treasurer's office year-round.

The 2008 Dog Licenses were available at the current rate of \$7.00-Spayed/Neutered and \$25.00-Male/Female from December 1, 2007 thru February 29, 2008, and a delinquent fee of \$30.00 after 2/29/08.

**New Residents, New Dogs or Puppies/Dogs under 1 year:** Will be considered non-delinquent and charged the current rate price.

**Lost Current Dog Tags:** You can purchase a replacement tag for \$1.00 as long as the rabies vaccination is still current.

In order to issue you a license we must see the paperwork from your veterinarian showing proof of spay/neutering, if applicable, as well as proof of current rabies vaccination.

### **Partial Payments**

Township residents have the option of making partial payments toward their tax amounts due. This option is available for summer and winter taxes. However, payments can only be made during the tax collection season. Summer tax bill payments can be made between July 1<sup>st</sup> and February 28<sup>th</sup> and Winter Tax Bill payments can only be made between December 1<sup>st</sup> and February 28<sup>th</sup>. If interested please feel free to contact the Treasurer's Office for more information.

*From the desk of Township Manager Michael Archinal...*

### **SIDEWALKS AND PATHWAYS**

Last fall the Township completed a .66 mile bike/walking path on the Township Hall property at 2911 Dorr Road. Even with this year's late spring the path is receiving a fair amount of use. The looped path winds around wetlands and through fallow pasture and has a moderate grade. Future projects will connect the Township Hall path to a comprehensive system of pedestrian walkways including the existing paths on Brighton and Bauer Roads.

Over the last several years sidewalks have been installed along Grand River as properties have developed. To fill in the gaps, a program is being implemented to connect existing sidewalks and create a contiguous usable pathway from Howell to Brighton. This summer's planned improvements include a sidewalk installation to provide a continuous path on the north side of Grand River between Natanna and Latson.

Existing paths connect residential areas with businesses, schools and recreation areas. Your Township Board is committed to providing a safe, healthy pedestrian alternative. If you have any questions regarding existing or planned paths or if you notice an obstruction such as a fallen or low hanging branch please contact Township Manager Mike Archinal at (810)227-5225 or email: [mike@genoa.org](mailto:mike@genoa.org).

*From the desk of Township Supervisor, Gary McCririe.....*




- Some time ago, in a previous newsletter article, I wrote about our plans to install warning/tornado sirens in the Township. I am happy to report that as of April 1, 2008 we have three new sirens in place! The electrical service remains to be completed on one unit and we should have power from DTE shortly. You may see these in your travels, but in case you have not they are located at the fire station on Dorr Road next to the Township Hall, on Grand River at the small park on Lake Chemung across from Champion Chevrolet, and at the waste-water treatment plant in Oak Pointe on Brighton Road. You will likely hear them being tested from time-to-time.

We worked closely with the Brighton Area Fire Authority and the manufacturer to select areas that would serve the most populated areas of our community. By reviewing aerial maps we were able to cover wide geographic areas on this first phase of this valuable project. In the future we will be selecting areas for placement of additional units. The township board is striving to make Genoa a safe place to live and raise families.

- We are proud to announce that the new fire sub-station is complete and operational on Chilson Road just south of I-96. In cooperation with the Brighton Area Fire Authority we were able to construct and outfit the station to provide the best possible fire emergency service to the western portion of our Township. The project was made possible by the generous donation of the land to the township, the cooperation of the Genoa Township Board and the great work of our contractor Corrigan Construction to make sure the needs of our residents are met for years into the future. We are also proud to report that, through careful planning and fiscal responsibility, we were able to complete this project without borrowing any money and will pay for it out of our general fund. Watch for an open house soon to give our residents the opportunity to view the building and interact with the hard-working firefighters who will be working for you!

## MEMORANDUM

TO: Township Board

FROM: Mike Archinal 

DATE: 4/3/08

RE: April 7, 2008 Board Meeting  
Agenda Item 4(a)  
TetraTech Road Contract

Please find attached a proposal from TetraTech for 2008 Road Improvements Design and Construction Phase Services in the amount of \$32,500. During the 3/17/08 Board Meeting budget discussions included a memo describing proposed 2008 road improvements. These improvements had a total project cost of \$605,000. The proposal before you this evening is for design, survey, soils testing, contract management and construction inspection for this work.

The majority of the \$605,000 is for Township directed work. The one exception is an \$18,000 contribution for drainage improvements near Pardee Lake and Coon Lake Roads. (For which there is an LCRC contract on tonight's agenda)

When we allocate monies for road improvements we either contract with the Livingston County Road Commission or apply for a permit and do the work with our own contractor. Our experiences using both methods clearly indicate that doing the work ourselves is the preferred method. If we do the work with our own contractor we are responsible for engineering.

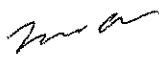
The majority of 2008 projects are more maintenance than new design/construction. Because of the nature of the proposed work, engineering costs as a percentage of total construction costs are lower than the usual 10% to 15%. Account # 241-801-000 PROFESSIONAL ENGINEERING/PLANNING has funds to cover these costs.

Please consider the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_,  
to approve a contract with Tetra Tech for 2008 Road Improvements Design  
and Construction Phase Services in the amount of \$32,500.**

## MEMORANDUM

TO: Township Board

FROM: Michael Archinal 

DATE: 3/14/08

RE: FY 2008/2009 Roads

The Township has typically spent between \$250,000 and \$300,000 per year on road improvements. Last year we were attempting to pave Challis/Conrad however, because of Road Commission, right-of-way and property owner issues this project is not likely to move forward in the short term. This disappointment, in effect, delayed our road improvement program by one year.

In addition to Challis/Conrad, last year's budget included substantial funds for the purchase of land for a park. Since neither of these projects came to fruition our fund balance is in an improved position. The FY 2008/2009 budget proposes a "catch-up" to make up for last year with a \$605,000 General Fund transfer for road improvements.

### **PARDEE/WESTPHAL/BEATTIE**

The largest expenditure is for a crushed limestone installation on Pardee, Westphal and Beattie roads. These roads represent 2.5 miles of contiguous improvement which will make grading operations easier for the Road Commission. Having consistent material on adjacent roads is therefore beneficial. These roads are also of a type that will not have to be paved for a very long time. Crushed limestone creates a very durable driving surface. It does not however make a very good base for paving. We have a quote from Fonson Construction for \$266,000. Based on conversations with the LCRC I am recommending adding \$24,000 to this amount to provide for additional material and drainage improvements.

### **BRIGHTON ROAD**

Brighton Road west of Chilson was paved approximately 15 years ago and has failed, especially in the area immediately west of the railroad tracks. This is a project very similar to Crooked Lake Road in which the Township paid for the existing paved surface to be crushed, reshaped and paved. We have received numerous complaints from our residents on this stretch of asphalt as it serves a large portion of our southwestern subdivisions. The Engineer's opinion of probable cost is \$140,000.

### **SUBDIVISION CRACKSEALING**

A new wrinkle to this year's program is subdivision crack sealing. You may recall that several months ago you commissioned a study to rate our subdivision roads. The study rated our roads from 10 to 1 with 10 being the best. The results of this study follow this report. Through private development and Special Assessment Districts we have a large number of roads that are fairly new and in fairly good shape. These roads represent a

huge investment and a huge future expense if they are not properly maintained. Roads with ratings of 7 or higher can receive benefit from hot rubber overbanding a.k.a. crack sealing. Lower rated pavement sections require sealcoating or resurfacing and are much more expensive. This program recommends treatment to those pavements that can have their useful life extended through relatively inexpensive cracksealing. In addition to responsible infrastructure management this treatment allows for a large number of subdivisions to receive improvement. \$127,000 of cracksealing is proposed for the attached roads. I recommend that we continue an aggressive cracksealing program in the future.

#### **PARDEE LAKE ROAD DRAINAGE**

A private 4" drain tile that used to convey water off of Coon Lake Road near Pardee Lake Road was damaged or removed last year. It is unclear who the responsible party is. Properties in the area and Coon Lake Road are receiving significant flooding. Typically the Road Commission the Drain Commission and the Township would work together to form a drainage district to address the problem. The Township portion of such a district is usually 25%. The Road Commission plans to directionally drill a new pipe to drain this area. The estimated cost is \$36,000. Because of the soft costs associated with establishing a district this type of low cost project is not a good candidate for a district. The budget includes an \$18,000 contribution for this improvement.

#### **WHITEHORSE DRIVE**

Whitehorse Drive has proved to be my magnum opus. Among the laundry list of things the LCRC has required prior to accepting this road is improvement to the existing paved portion adjacent to Gold's Gym. We are actually getting closer to finalizing LCRC acceptance. This budget includes \$30,000 for this improvement.

#### **CONCLUSION**

All in all this year represents an aggressive schedule that will provide direct and tangible benefits to our constituents. They also represent projects that I am confident we can accomplish without obstruction from other parties. I was frankly disappointed with our inability to deliver on Challis/Conrad. I am excited about what this plan includes and look forward to successfully completing the projects herein.

I will not be in attendance on 3/17/08. I will be on a family vacation and I know this represents a lot of money. If there is no disagreement with the total amount of \$605,000 and if there are specific issues or questions that can not be answered I recommend that you adopt the budget and table whatever portion is a concern. I can then revise or clarify the program at a future meeting.



**TETRA TECH**

March 28, 2008

Mr. Michael Archinal  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

**Re: 2008 Road Improvements  
Design & Construction Phase Services  
Professional Services Proposal**

Dear Mr. Archinal:

It is our understanding that the Township is ready to proceed with the 2008 Road Improvement Projects as outlined your March 14, 2008 memorandum to the Township Board. In summary, the project currently consists of the following Road Improvements:

- Placing and compacting crushed limestone on Pardee, Westphal, and Beattie Roads, consisting of approximately 2.5 miles of gravel road.
- Crush, reshape, and pave approximately 1,100 linear feet of Brighton Road between Chilson Road and Timberview Drive.
- Subdivision crack sealing. Utilizing the results of the 2007 Subdivision Paved Road Evaluation, the Township has identified numerous roads that they would like to proceed with crack sealing this coming year.
- Final improvements to Whitehorse Drive to achieve Livingston County Road Commission (LCRC) approval for this road. The improvements include crushing and removal of pavement at the intersection of Latson Road and Whitehorse Drive, repaving this area, increasing the radius on the northern portion of this intersection, and improvements to two (2) catch basin structures on the eastern edge of Whitehorse Drive.

Based on our February 29, 2008 meeting with the LCRC, it is our understanding that the Road Commission is in agreement to complete all of this work as a permit project. To complete the above listed improvements, we offer the following scope of services for this project:



### **ADMINISTRATION TASKS**

- Attend up to three (3) meetings with the Livingston County Road Commission.
- Prepare preliminary engineer's opinion of probable construction cost for use in determining the scope of the 2008 road improvements.
- Attend up to five (5) meetings at the Township.

### **GRAVEL ROAD IMPROVEMENTS**

- Complete a site visit to finalize the scope of work for the contractor.
- Prepare a 'typical cross section detail' and a brief narrative specification for the materials. This detail and specification will be submitted to the LCRC for approval of placing gravel on the roads.
- Coordinate with the Livingston County Road Commissioner's office to secure the necessary construction permits.
- Provide office support as necessary for the resident project representative.
- Provide an on-site representative to observe the re-surfacing of the roads and take the required samples to the LCRC. We anticipate 40 hours of RPR time will be required for this task.

### **BRIGHTON ROAD IMPROVEMENTS**

- Obtain four (4) soil borings along the edge of the road for use in recommending the improvements for this section of road.
- Obtain topographic survey of the centerline of road. Survey points will be taken every 50-feet along the centerline of road.
- Prepare construction plans for the improvements. This proposal assumes that only centerline survey data will be obtained. The plans will be prepared from the aerial drawings in GIS. A standard cross section will be generated based on the soil boring results.
- Coordinate with the Livingston County Drain Commissioner's office to secure the necessary construction permits.
- Coordinate with the Livingston County Road Commissioner's office to secure the necessary construction permits.
- Provide an on-site representative to observe the improvements to the road. We anticipate 20 hours of RPR time will be required for this task.
- Provide construction stakeout of the centerline of road during re-grading activities.



### **OVERBANDING MAINTENANCE**

- Prepare a sketch showing the location of the proposed improvements.
- Distribute the sketch to potential contractors to obtain a price per road.
- Provide an on-site representative to check the condition of each road at the end of each construction day. We anticipate 20 hours of RPR time will be required for this task.

### **WHITEHORSE ROAD IMPROVEMENTS**

- Obtain a topographic survey of the intersection of Whitehorse Drive and Latson Road.
- Verify the right-of-way at the northeast intersection of Whitehorse Drive and Latson Road.
- Establish grades for drainage at Whitehorse Drive and Latson Road.
- Prepare a construction plan for the intersection of Whitehorse Drive and Latson Road outlining the limits of the new curb radius and right-of-way line. The plans will include pictures and locations of the catch basin improvements on the eastern end of Whitehorse Drive.
- Distribute the construction plans to contractors for quotes.
- Provide an on-site representative to observe the improvements to the road. We anticipate 10 hours of RPR time will be required for this task.
- Provide construction stakeout of the new radius at Whitehorse Drive and Latson Road.

### **COMPENSATION**

Compensation for our personnel directly engaged in the work of this proposal will be based on our hourly rates plus subcontracted services multiplied by 1.15. We propose a budget of \$32,500 for this work. If you concur with our proposal, please sign in the space below and return one original copy of this proposal to indicate your authorization to proceed. Our Standard Terms and Conditions are attached and considered part of this proposal.



**TETRA TECH**

We look forward to working with the Township on this project.

Please call if you have any questions.

Sincerely,

Gary J. Markstrom, P.E.  
Unit Vice President

Tesha L. Humphriss, P.E.  
Project Engineer

:be  
200-BPNorth

Attachment

**PROPOSAL ACCEPTED BY:**

**GENOA TOWNSHIP**

**AUTHORIZING SIGNATURE** \_\_\_\_\_

**PRINTED NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

K:\Proposals\Genoa Twp\2008 Road Improvements Proposal.doc



## **Tetra Tech of Michigan, P.C. Standard Terms & Conditions**

**Services** Tetra Tech of Michigan, P.C. (Tt) will perform services for the Project as set forth in the Tt proposal and in accordance with these Terms & Conditions. Tt has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Tt in performing their services.

**Authorized Representatives** The officer assigned to the Project by Tt is the only authorized representative to make decisions or commitments on behalf of Tt. The Client shall designate a representative with similar authority.

**Project Requirements** The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Tt at Project inception. Tt will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**Site Access** The Client shall obtain all necessary approvals for Tt to access the Project site(s).

**Period of Service** Tt shall perform the services for the Project in a timely manner consistent with sound professional practice. Tt will strive to perform its services according to the Project schedule set forth in the Tt proposal. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Tt shall be entitled to an extension of time and compensation adjustment for any delay beyond Tt control.

**Compensation** In consideration of the services performed by Tt, the Client shall pay Tt in the manner set forth in the Tt proposal. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Tt.

Where total project compensation has been separately identified for various Tasks/Work Orders, Tt may adjust the amounts allocated between Tasks or Work Orders as the work progresses so long as the total compensation amount for the project is not exceeded.

**Payment Definitions** The following definitions shall apply to methods of payment:

**Salary cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Tt employment policy.

**Cost plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.

**Lump sum** is defined as a fixed price amount for the scope of services described.

**Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.

**Subcontracted services** are defined as Project related services provided by other parties to Tt

**Reimbursable expenses** are defined as actual expenses incurred in connection with the Project.

**Payment Terms** Tt shall submit monthly invoices for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Tt shall be entitled to a 2% per month administrative charge in the event of payment delay. Client payment to Tt is not contingent on arrangement of project financing. Invoice payment delayed beyond 60 days shall give Tt the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Tt.

**Additional Services** The Client and Tt acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Tt shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

**Independent Consultant** Tt shall serve as an independent consultant for services provided under this agreement. Tt shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by Tt.

**Standard of Care** Services provided by Tt will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. Tt will not be liable for the cost of any omission that adds value to the Project.

**Compliance with Laws** Tt shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Tt shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

**Permits and Approvals** Tt will assist the Client in preparing applications and supporting documents for the

Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

**Ownership of Documents** Documents prepared by Tt for the Project are instruments of service and shall remain the property of Tt. Record documents of service shall be based on the printed copy. Tt will furnish documents electronically however the Client releases Tt from any liability that may result from documents used in this form. Tt shall not be held liable for reuse of documents for any purpose other than those intended under the Project.

**Insurance** Tt will maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

<u>Worker's Compensation</u>	As required by applicable state statute
<u>Commercial General Liability</u>	\$1,000,000 per occurrence (bodily injury including death & property damage) \$2,000,000 aggregate
<u>Automobile Liability</u>	\$1,000,000 combined single limit for bodily injury and property damage
<u>Professional Liability</u>	\$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Tt shall be a named insured on those policies where Tt may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

**Waiver of Subrogation** Tt shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Tt will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

**Indemnification** Tt shall indemnify the Client from any reasonable damages to the extent caused by the negligent act, error, or omission of Tt in the performance of services under the Project. If such damage results in part by the negligence of another party, Tt shall be liable only to the extent of their proportional negligence.

**Limitation of Liability** In recognition of the relative risks and benefits of the project to both the Client and Tt, the risks have been allocated. The Client agrees to limit the liability of Tt for all claims related to the Project at \$50,000 or the net income realized by Tt for the Project, whichever is greater.

**Third Party Claims** The Client will compensate Tt for services performed in defense of any third party claim unless the claim resulted from the negligent act, error or omission of Tt.

**Legal Expense** In the event that either party takes legal action against the other that is not prosecuted, is dismissed, or if the decision is rendered for the other

party, the party taking legal action agrees to pay the other their attorney fees, court costs, and defense expenses within 30 days of the court action.

**Lien Rights** Tt may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this agreement. The Client agrees that services by Tt are considered property improvements and the Client waives the right to any legal defense to the contrary.

**Consequential Damages** Neither the Client nor Tt shall be liable to the other for any consequential damages regardless of the nature or fault.

**Environmental Matters** The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Tt shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Tt from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Tt.

**Cost Opinions** Tt shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Tt acknowledge that actual costs may vary from the cost opinions prepared and that Tt offers no guarantee related to the Project cost.

**Independent Counsel** The Client agrees to obtain independent legal and financial counsel for the Project considering Tt does not furnish these services.

**Contingency Fund** The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Tt may offer advice concerning the value of the contingency fund; however, Tt shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Tt.

**Contractor Selection** Tt may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is their sole responsibility.

**Shop Drawing Review** If included in the scope of service, Tt shall review shop-drawing submittals from the contractor solely for their conformance with the design intent of and performance criteria specified for the Project. Tt shall not be liable for the performance of or consequential damages of any equipment furnished by the contractor under the Project.

**Performance Specifications** Engineer may incorporate "performance specifications" as a component of Construction Documents. Performance Specifications

rely upon a statement of systems, equipment and/or materials to be incorporated into the project in terms of required results, without mandating specific means for achieving the required results. Performance Specifications establish minimum standards which must be met by defining the functional requirements, the operating conditions and/or environment in which it must operate and/or related matters such as general standards which must be satisfied, warranty requirements, etc. Where performance specifications are used, they will be identified as such.

Where Performance Specifications are used, the Contractor, subcontractors, manufacturer and/or supplier of the materials or equipment to be furnished assume design responsibility and liability for the applicable systems, equipment or materials. The Contractor, their subcontractors, and others who actually manufacture and supply the items will be the sole parties liable to the Owner for loss or damage caused by defective or deficient design, manufacture or performance. Consultant's shop drawing review is strictly to determine that manufacturers and suppliers have referenced the appropriate operating conditions and environment.

**Construction Review** If included in the scope of service, Tt shall observe the progress and content of the work to determine if the work is proceeding in general accordance with the Contract Documents. This construction review is intended to observe, document, and report information concerning the construction process. Observation of work at the Project site shall not make Tt responsible for the work performed by another party, the means, methods, techniques, sequences, or procedures selected by another party, nor the safety precautions or programs of another party.

**Rejection of Work** Tt may recommend that the Client reject work by construction contractors that does not conform to the requirements of the Project.

**Safety** Tt shall be responsible solely for the safety precautions or programs of its employees and no other party.

**Information from Other Parties** The Client and Tt acknowledge that Tt will rely on information furnished by other parties in performing its services under the Project. Tt shall not be liable for any damages that may be incurred by the Client in the use of third party information.

**Construction Record Drawings** If included in the scope of service, Tt will deliver drawings to the Client incorporating information furnished by construction contractors. In that construction record drawings are based on information provided by others, Tt cannot and does not warrant their accuracy.

**Force Majeure** Neither party will hold the other responsible for damages or delay caused by Acts of God, acts of war, strikes, accidents, or other events beyond the other's control.

**Dispute Resolution** The Client and Tt agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Tt shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

**Suspension of Work** The Client may suspend services performed by Tt with cause upon fourteen (14) days written notice. Tt shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Tt all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Tt shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

**Termination** The Client or Tt may terminate services on the Project upon seven (7) days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Tt shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Tt all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

**Governing Law** The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

**Assignment** Neither party shall assign its rights, interests or obligations under the Project without the express written consent of the other party.

**Waiver of Rights** The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

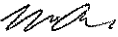
**Warranty** Tt warrants that they will deliver products under the Project within the standard of care. Tt provides no other expressed or implied warranty.

**Severability** Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Tt will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**Survival** All provisions of these terms that allocate responsibility or liability between the Client and Tt shall survive the completion or termination of services for the Project.

## MEMORANDUM

TO: Township Board

FROM: Mike Archinal 

DATE: 4/3/08

RE: April 7, 2008 Board Meeting  
Agenda Item 4(b)  
Pardee Lake Road Drainage Contract

Pardee Lake Road Drainage is included in the 2008 list of road projects. A private 4" drain tile that used to convey water off of Coon Lake Road near Pardee Lake Road was damaged or removed last year. Properties in the area and Coon Lake Road are experiencing significant flooding. Typically a special assessment district would be set up and the costs spread between the LCRC, benefiting properties and the Township. Our share is typically 25%. The Road Commission plans to directionally drill a new pipe to drain the area. The estimated cost is \$36,000. Because of administrative costs associated with the establishment of a district, and the project's relatively low cost, this improvement is not a good candidate for an SAD. The adopted budget included an \$18,000 contribution for Pardee Lake Road Drainage. This contract reflects this amount.

Please consider the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve a contract with the Livingston County Road Commission for the apportionment of costs related to 700 feet of drainage improvements on Pardee Lake Road as referenced in Michael Craine's memo of April 2, 2008.**

## Livingston County Road Commission

3535 Grand Oaks Drive • Howell, Michigan 48843-8575  
Telephone: (517) 546-4250 • Facsimile: (517) 546-9628  
Internet Address: www.livingstonroads.org

April 2, 2008

MEMORANDUM TO: Genoa Charter Township Board of Trustees  
FROM: Michael Craine, Managing Director *MC for*  
SUBJECT: Road Improvement Agreement

The following Road Improvement Agreement has been prepared for your review and approval. Once approved, please have both copies signed by the Supervisor and Clerk and returned to our office marked for the attention of Jeannie Heier, Administrative Assistant. PLEASE DO NOT DATE THE DOCUMENT(S). After submittal to the Board of County Road Commissioners for their approval, a fully executed copy will be returned to you for your files.

PARDEE LAKE ROAD  
(SOUTH OF COON LAKE ROAD)  
APPROXIMATELY 700 FEET  
DRAINAGE IMPROVEMENTS

MC/jh

Enc

Cc (w/o contracts)  
Paulette Skolarus, Clerk – Genoa Township  
Steve Wasylik, Director of Operations - LCRC

PROJECT AGREEMENT

JOB NUMBER: \_\_\_\_\_

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the CHARTER TOWNSHIP of GENOA, Livingston County, Michigan, hereinafter referred to as "TOWNSHIP" and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON, hereinafter referred to as "ROAD COMMISSION."

WITNESSETH

The Township has selected the following roads to be improved as described below:

PARDEE LAKE ROAD  
(SOUTH OF COON LAKE ROAD)  
APPROXIMATELY 700 FEET  
DRAINAGE IMPROVEMENTS

The parties agree as follows:

1. The Township shall pay the Road Commission the cost of the project, as follows: \$18,000.00.
  - A. This contract shall not exceed One Hundred Ten Percent (110%) of the total project cost without prior consultation with the Township.
  - B. The balance shall be paid as invoiced. If an invoice is not paid within 45 days of billing, the Township will pay ten per cent (10%) annual interest on that billed but unpaid.
  - C. The Road Commission shall furnish the Township with a final breakdown of its actual expenses upon completion of the project which will include fringe benefits, rentals, and subcontract charges. It is the intention of the parties that one hundred per cent (100%) of the Road Commission's direct contract costs will be paid by the Township.
  - D. The Road Commission shall furnish the Township with a final breakdown of its actual expenses upon completion of the project which will include fringe benefits, overhead, rentals, and subcontract charges. It is the intention of the parties that all of the Road Commission costs, except its administration, will be paid by the Township.
  - E. The Township will not withhold payments because of any set-off, counterclaim, or any other claim which it may have against the Road Commission arising out of this or any other matter. If there is a dispute over the balance due upon completion, the Township will pay the amount claimed by the Road Commission, and such payment shall not be a waiver by the Township of any claims it may have arising from this contract and the completion of the project.
2. All work shall be performed in a good workmanlike manner and in accordance with plans and specifications adopted by the Road Commission.

3. The Road Commission shall hold the Township harmless from any liability arising from the work performed pursuant to this contract.
4. The work will be completed within the current contract year, unless the parties otherwise so agree. In the event the Road Commission is unable to complete the work by the time specified, any funds prepaid by the Township shall be returned to it, or the Road Commission shall pay ten per cent (10%) annual interest on the funds retained. All funds returned to the Township shall be repaid to the Road Commission as invoiced.
5. In the event the project cannot be completed due to circumstances beyond the control of the Road Commission, and through no fault of the Road Commission, the contract price for later completion will be subject to renegotiation.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year first above written.

**CHARTER TOWNSHIP OF GENOA**

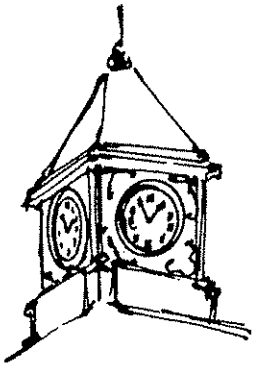
BY: \_\_\_\_\_  
GARY McCRIE, SUPERVISOR

\_\_\_\_\_  
PAULETTE SKOLARUS, CLERK

**BOARD OF COUNTY ROAD COMMISSIONERS  
OF THE COUNTY OF LIVINGSTON**

BY: \_\_\_\_\_  
MICHAEL CRAINE, MANAGING DIRECTOR

\_\_\_\_\_  
MARGARET COSGRAY, CLERK



Margaret M. Dunleavy  
Livingston County Clerk

---

County Clerk  
200 East Grand River  
Howell, Michigan 48843-2399  
(517) 546-0500

Circuit Court Clerk  
204 South Highlander Way, Suite 4  
Howell, Michigan 48843-1953  
(517) 546-9816

TO: All Township Clerks  
FROM: Margaret M. Dunleavy, County Clerk  
DATE: March 6, 2008  
RE: Annual Budget

=====

Enclosed are the forms for submitting your annual township budget to the 2008 Tax Allocation Board.

There are two pages to the form; one for revenues and one for expenditures. You can use the forms enclosed, or a computer printout set up in the same format. The Tax Allocation Board **requires** the signatures of the supervisor, clerk and treasurer on the first page where indicated. This form uses the 1984 account numbering system, as reflected in the 1984 Uniform Chart of Accounts.

Ten complete copies (**one original and nine copies**) of each page are required. Please submit **only** the information on these two pages and staple the pages together.

The Tax Allocation Board will meet on the third Monday in April. Therefore, please have your budget submitted to this office **no later** than Wednesday, April 16.

enc.



REVENUE:		Mar-07	Jan-08	Budget 2008-09
ACCOUNT #	ACCOUNT DESCRIPTION	ACTUAL PRIOR YEAR	CURRENT Y-T-D	ANTICIPATED REV.
402-499	Taxes	1,055,256.00	885,173.00	966,500.00
	Collection Fees			
450-500	Federal Grants			
528	Federal Revenue Sharing			
529-539	Other Federal Grants			
540-573	State Grants	36,252.00		
574-579	State Revenue Sharing	811,922.00	716,995.00	1,000,000.00
581-592	Grants Local Units-Recr			
600-651	Charges for Services	896,170.00	498,172.00	717,150.00
655-663	Fines and Forfeits	1,350.00		
664-667	Interest and Dividends	80,395.00	38,608.00	45,000.00
668-671	Rents and Royalties	55,426.00	38,939.00	51,000.00
673	Sale of Fixed Assets			
674-675	Contributions			
676	Appropriations /Other Funds			
677-686	Reimbursements		13,495.00	30,000.00
678-693	Refunds			
694-699	Other Revenues	33,727.00	24,608.00	45,000.00
	Licenses & Permits	14,917.00		
	Land Transfer Agreement			155,000.00
	Tax Collection Fees		342,626.00	368,000.00
	Cable Fees	173,443.00	173,861.00	225,000.00
	sub-total	3,158,858.00	2,732,477.00	3,602,650.00
	Beginning of year Balance:	1,406,434.00	1,723,351.00	1,250,000.00
	<b>Total Revenue:</b>	<b>4,565,292.00</b>	<b>4,455,828.00</b>	<b>4,852,650.00</b>

Signature and title of the person who compiled this budget:

Signature: *Pamela A. Holman*  
 Genoa Township Clerk

Current State Equalized Value:  
 \$ 1,368,068,698.00

The following will be required from local taxation 1.5 mills

- Taxes Voted By Electors:
1. For Bldg & Site \_\_\_\_\_ mills
  2. For Debt Retirement \_\_\_\_\_ mills
  3. For Operation \_\_\_\_\_ mills
  4. For Roads \_\_\_\_\_ mills
  5. For \_\_\_\_\_ mills
  6. For \_\_\_\_\_ mills

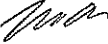
We hereby certify that the above is correct to the best of our knowledge:

Supervisor *[Signature]*  
 Clerk *Pamela A. Holman*  
 Treasurer *[Signature]*

EXPENDITURES				
Dept/Class.	Account Description	Mar-07	Dec-07	Budget 2008/2009
Account #			Amount	
101	Township Board	17,371.00	20,535.00	31,000.00
171	Supervisor's Office	35,625.00	35,625.00	49,000.00
191	Elections	45,202.00	13,781.00	45,000.00
209	Assessor/Contracts	224,751.00	242,003.00	296,435.00
210	Attorney and Legal Fees	100,666.00	88,071.00	100,000.00
215	Clerk's Office	34,875.00	34,875.00	48,000.00
247	Board of Review	2,039.00	-	2,500.00
253	Treasurer's Office	34,875.00	34,875.00	48,000.00
265	Building & Grounds		25,000.00	75,000.00
276	Cemetery			
299	Unallocated			
301	Ordinance Enforcement	23,389.00	28,466.00	39,150.00
336	Fire	9,996.00	936,994.00	
371	Inspections and Buildings			
446	Highways/Dust Control	196,289.00	476,311.00	705,000.00
450	Street Lighting/Utilities	13,396.00	9,949.00	20,800.00
526	Sanitary Landfill	598,012.00	618,265.00	844,000.00
691	Library			
738	Recreation	89,460.00	224,922.00	290,000.00
801	Planning & Zoning	72,768.00	77,461.00	100,000.00
945	Debt Service			
954	Insurance and Bonds	115,353.00	244,763.00	325,000.00
	Firehall			
	Capital Outlay	113,172.00	3,080.00	120,000.00
	SAD Advances			
	Administration	242,871.00	250,892.00	365,785.00
	Consultants/Auditors	38,015.00	44,300.00	76,500.00
	Miscellaneous	158,816.00	134,048.00	173,500.00
	Contingencies			75,000.00
	Appropriations to other funds	675,000.00		
Subtotal		2,841,941.00	3,544,216.00	3,829,670.00
Balance on hand at year end:		1,723,351.00	911,612.00	1,022,980.00
<b>Total Expenditures and Other Uses</b>		<b>4,565,292.00</b>	<b>4,455,828.00</b>	<b>4,852,650.00</b>

## MEMORANDUM

TO: Township Board

FROM: Mike Archinal 

DATE: 4/3/08

RE: April 7, 2008 Board Meeting  
Agenda Item 6  
Parson's Sewer Request

Over the last several months staff has met with the property owner of Tax Parcel 11-11-100-016. This property is located north of Hughes, west of Kellogg and south of Golf Club. The property owner is hoping to develop her property for single family residential homes. As evidenced by the enclosed Health Department report the property is not ideally suited for on-site septic. The owner has been informed that the area is outside of the Sanitary Sewer Service District Boundary and that, as such, sewer is not available. The owner was also informed that recourse included a request to the Township Board. Attached you will find information related to this request as provided by the owner's Counsel; Dale Cooper.

I look forward to your direction in this matter.

# COOPER & RIESTERER, PLC

Attorneys at Law

Dale E. Cooper  
*dale@crlaw.biz*

Abby H. Cooper  
*abby@crlaw.biz*

Westgate Office Center  
7960 Grand River Road, Suite 270  
Brighton, MI 48114-7332  
Telephone (810) 227-3103 • Facsimile (810) 220-5968

Catherine A. Riesterer  
*cathy@crlaw.biz*

Julie E. Kretzschmer  
*julie@crlaw.biz*

March 12, 2008

GENOA TOWNSHIP

**VIA FACSIMILE – 810-227-3420 AND FIRST CLASS MAIL**

Genoa Township

**Attention: Michael Archinal – Manager**

2911 Dorr Road  
Brighton, MI 48116

MAR 13 REC'D

RECEIVED

**Re: Sewer for 21+/- Acres, Section 11, Genoa Twp  
Parsons' Property**

Dear Mr. Archinal:

This is a follow-up to our previous discussions regarding the above. I am enclosing the Health Department's denial for septic on the property and a site plan for Woodland Springs which visually puts the property in perspective. The Parsons have worked with Boss Engineering to consider alternatives to municipal sewer, but none of those alternatives are practical. A review of the history of the surrounding developments indicates that it was always contemplated the Parsons' parcel would become a part of the development; however, that was never brought to fruition. The site is ideally suited to seven parcel divisions with access through Woodland Springs. A review of the Woodland Springs' documents show that a private easement for sanitary sewer was preserved up to the Parsons' parcel.

In view of the fact there are no reasonable alternatives, it is the purpose of this letter to request that the Township authorize extension of the sewer to service the Parsons' parcel. It is acknowledged that the Township is reluctant to allow such an extension because it does not want to set a precedent. I believe there are number of unique factors in this matter that would distinguish it from just a normal request for an extension. As I indicated above, all of the history of the area shows that development of the surrounding developments and engineering for the sewer apparently contemplated bringing this particular parcel into the district. The parcel is bounded on the north end and the west by sewer developments. To extend the sewer to this parcel would not open the flood gates to allow sewer to be demanded by neighbors. To the northeast, the former Grostic parcel is now a County park. Other parcels to the east could be serviced from sewer coming up Kellogg Road.

The Parsons virtually have no alternative than to plead with the Township to allow them to connect to the sewer servicing the developments to the west and north. As it stands, the parcel is nothing more than a "park" for the neighbors. I would expect the neighbors to object to the extension of the sewer because they certainly enjoy recreating on the property at no cost to them. I would like to start the formal application process and would appreciate your providing me with the procedure to be following in

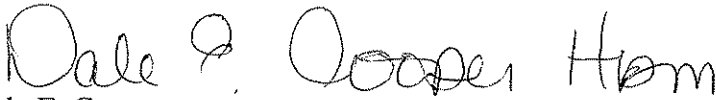
## COOPER & RIESTERER, PLC

March 12, 2008

Page 2

seeking the Township's approval. I would also appreciate a practical suggestion you may have to move this matter toward approval. Please contact me at your earliest convenience to discuss how I should proceed.

Very truly yours,

A handwritten signature in cursive script that reads "Dale E. Cooper". The signature is written in dark ink and is positioned above the printed name.

Dale E. Cooper

DEC/tbm

Cc: Mr. and Mrs. John Parsons

# COOPER & RIESTERER, PLC

Attorneys at Law

Westgate Office Center  
7960 Grand River Road, Suite 270  
Brighton, MI 48114-7332

Telephone (810) 227-3103 • Facsimile (810) 220-5968

Dale E. Cooper  
*dale@crlaw.biz*

Abby H. Cooper  
*abby@crlaw.biz*

Catherine A. Riesterer  
*cathy@crlaw.biz*

Julie E. Kretzschmer  
*julie@crlaw.biz*

April 2, 2008

Genoa Township  
**Attention: Michael Archinal – Manager**  
2911 Dorr Road  
Brighton, MI 48116

*pot 227-3420*

**Re: Sewer for 21+/- Acres, Section 11, Genoa Twp  
Parsons' Property**

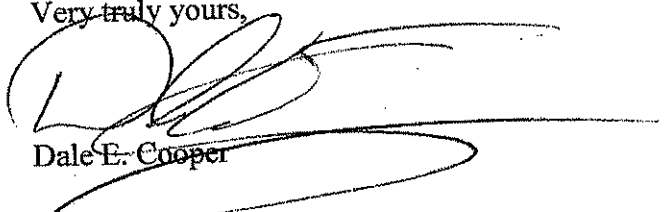
Dear Mr. Archinal:

Enclosed please find:

1. Soils Evaluation – Livingston County Health Department;
2. Site plan – Woodland Springs; and
3. Boss Engineering site and utility plan.

I will attend the April 7, 2008 meeting of the Genoa Township Board meeting to review the request with the Board. I understand that meeting commences at 6:30 p.m. Will you please provide me with a copy of the agenda ahead of time so I will know where the matter is on the agenda.

Very truly yours,



Dale E. Cooper

BEC/tbm  
Enclosure

Cc: Mr. and Mrs. John Parsons

Receipt Number

Environmental Health Division  
2300 E. Grand River \* Suite 102 \* Howell, MI 48843-7578  
Fax (517) 546.9853 \* Phone (517) 546.9858  
http://co.livingston.mi.us/health

Case No.  
4711-11-100-016  
Current Desc. #  
Parcel/Lot #

SOILS EVALUATION FOR SUB-SURFACE SEWAGE DISPOSAL SYSTEMS

Location and Directions: PINE TRACE CT.  
ACCESS THROUGH WOODLAND SPRINGS SUB.

**Applicant**  
VANESSA TUCKER  
23205 GRATIOT  
#146  
EASTPOINTE MI 48021  
PRI 313715-1069

**Owner**

PINE TRACE

GEORGE

SOIL DESCRIPTION							SKETCH	
Boring #	Soil Type	Desc	Beg Depth	End Depth	SWT	WT Depth		
7/24/03	1 Top Soil		0.00	1.00				
7/24/03	1 Sandy Loam	MAS	1.00	2.50				
7/24/03	1 Loamy Sand	MOT	2.50	4.00	2.00			
7/24/03	1 Coarse Sand	SAT	4.00	7.00				
7/24/03	2 Top Soil		0.00	0.60				
7/24/03	2 Loamy Sand	MOT	0.50	7.00	1.00			
7/24/03	3 Top Soil		0.00	0.50				
7/24/03	3 Loamy Sand	MOT	0.50	6.00	2.00			
7/24/03	3 Clay	GRA	6.00	7.00				

**Unsuitable**

Within 800 feet of a potential or known source of contamination No  
Oversize: N Code: 301.13 301.13 E

**Comments:**

**Conditions**

Met? N Date 7/28/03

The site is unsuitable for onsite sewage disposal because of section 301.13 E of the Livingston County Sanitary Sewage Code which states

(E) Groundwater saturation is less than 2 1/2 feet below original ground surface.

RD ac.

JAW

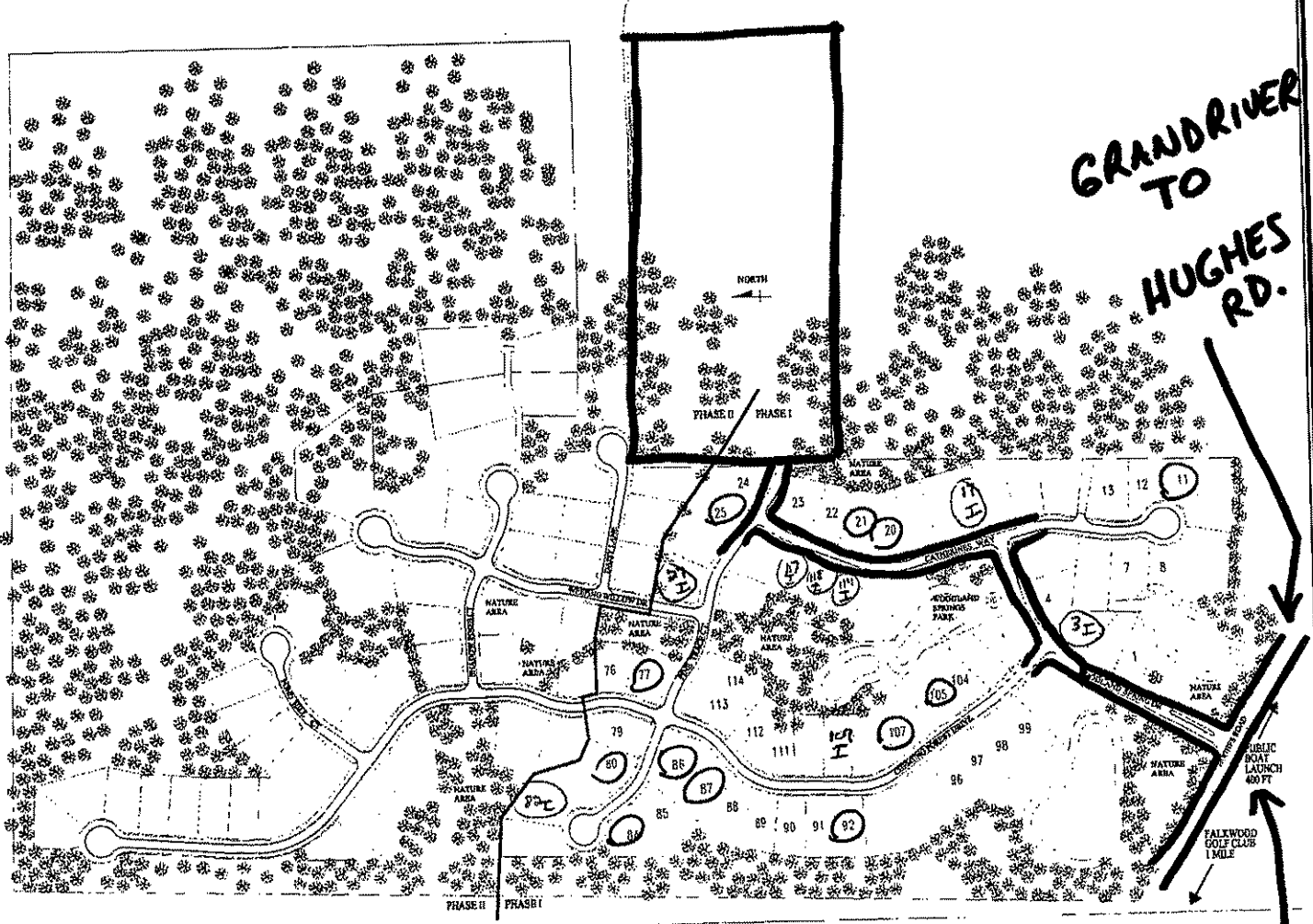
John A. Wilson

Environmental Health Representative

Date: **July 28, 2003**

This is NOT a permit. A suitable soils rating is NOT a guarantee that a permit to construct an on-site subsurface sewage disposal system will be granted. Changing conditions that might result in permit denial are explained in more detail on the reverse side.

# SITE PLAN



27 + 20 + 25 = 72 Phase I ⇒ 74% Sold  
 19 to be sold

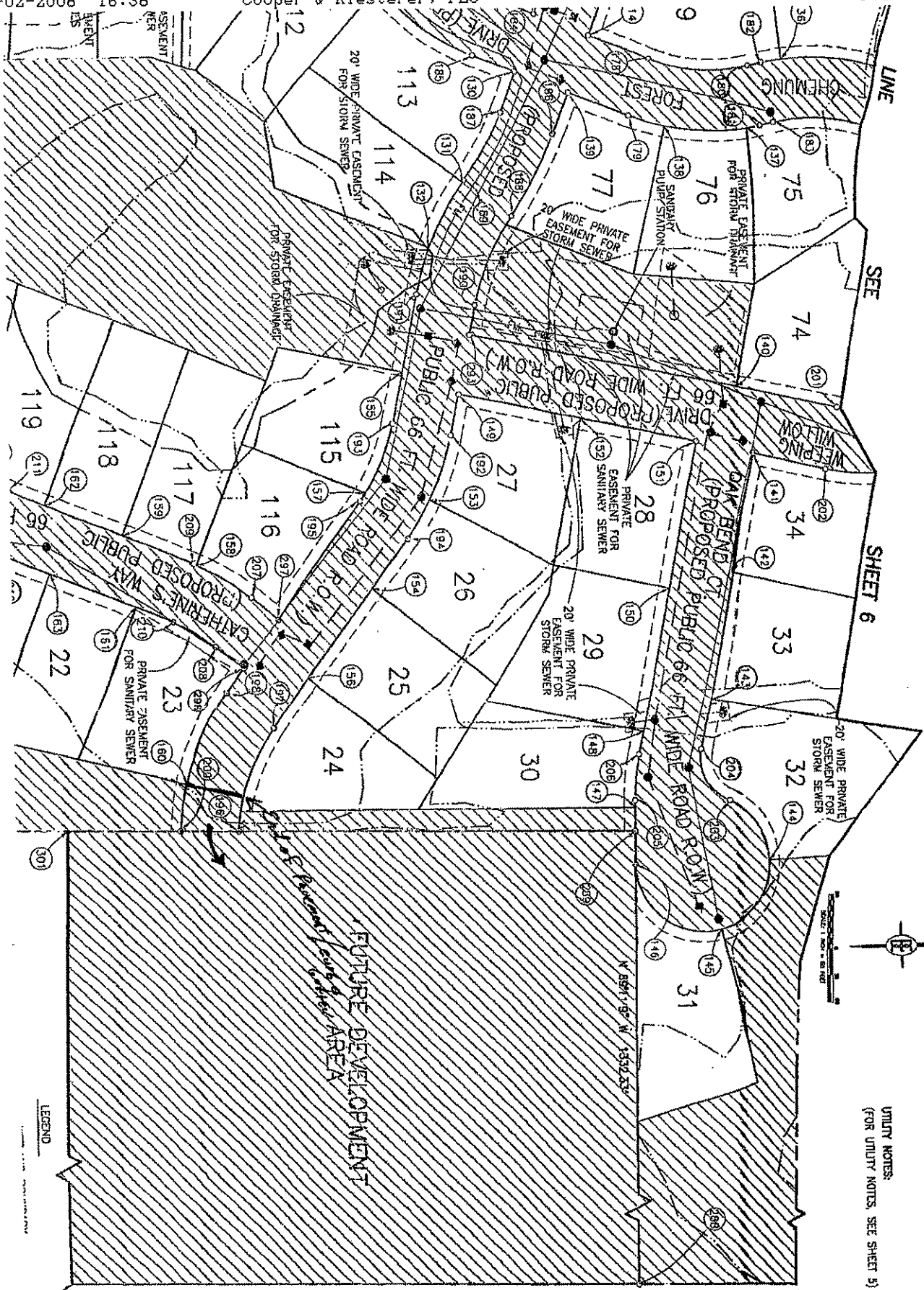
Entrance to  
 Woodland Springs  
 is across  
 street from  
 Boat Launch

**WOODLAND  
 SPRINGS**  
 AT LAKE CHEMUNG

1303 CHEMUNG FOREST DRIVE • HOWELL, MI 48843 • PH. (517) 545-7580 • FAX (517) 552-7891  
 Bingham Development reserves the right to change, revise or discontinue plans, prices, specifications or materials without notice or obligation. 3-2002







UTILITY NOTES:  
(FOR UTILITY NOTES SEE SHEET 5)

CLIENT	CHEMUNG FOREST, L.L.C.
PROJECT	WOODLAND SPRINGS AT LAKE CHEMUNG

**BOSS ENGINEERING**  
 ENGINEERS • SURVEYORS • PLANNERS  
 LANDSCAPE ARCHITECTS

HOWELL OFFICE: 3121 E. GRAND RIVER AVE. HOWELL, MI 48843  
 WEST BLOOMFIELD OFFICE: 7125 ORCHARD LAKE RD. #2 WEST BLOOMFIELD, MI 48306