

**GENOA CHARTER TOWNSHIP
PUBLIC HEARING AND REGULAR MEETING
MARCH 16, 2009
6:30 P.M.**

AGENDA

Call to Order:
Pledge of Allegiance:
Call to the Public:

Approval of Consent Agenda:

1. Payment of Bills
2. Request to approve minutes: 3-2-09

Approval of Regular Agenda:

3. Public Hearing and approval of the township general fund budget for the Fiscal Year 09/10: 212 (Liquor Law), 261 (Future Road Improvement), 262 (Fire Construction), 264 (Road Lake Improvement Advances) 270 (Future Parks and Recreation), 271 (Buildings and Grounds) and the DPW Funds: 503 (DPW Utility) and Debt Service Funds #854 thru #876.

- A. Call to the public
- B. Disposition of General fund accounts:212 (Liquor Law), 261 (Future Road Improvement), 262 (Fire Construction), 264 (Road Lake Improvement Advances) 270 (Future Parks and Recreation), 271 (Buildings and Grounds)
- C. Disposition of DPW accounts of 503 (DPW Utility) and 504 (DPW Reserve)
- D. Disposition of Debt Service Fund accounts: 854 thru 876

4. Request for approval of an amendment to the lease with Livingston County United Way in regards to the previous Genoa Township hall located at 2980 Dorr Road.
5. Request for approval to enter into a three party agreement with Fonson Construction and Oceola Township for the placement of crushed limestone on Golf Club Road.
6. Discussion regarding Genoa Charter Township's continuing participation in the Brighton Area Fire Authority.
7. Consider adjustment to the Board of Review member's hourly rate.

Correspondence
Member Discussion
Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: March 16, 2009

TOWNSHIP GENERAL EXPENSES: Thru March 16, 2009	\$109,094.67
March 2, 2009 Bi-Weekly Payroll	\$36,082.68
OPERATING EXPENSES: Thru March 16, 2009	\$43,960.23
TOTAL:	\$189,137.58

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
25114	VERIZONW	Verizon Wireless	03/02/2009	446.06
25115	Administ	Total Administrative Services	03/06/2009	446.12
25116	Equitabl	Equivest Unit Annuity Lock Box	03/06/2009	220.00
25117	VANTASSE	Adam Vantassell	03/02/2009	222.56
25118	BRANVAN	BRANDON VANMARTER	03/05/2009	250.00
25119	LIVCO4H	Livingston County 4-H Council	03/05/2009	75.00
25120	VanMarte	Kelly VanMarter	03/05/2009	315.00
25121	Kreis	Barbara Kreis	03/13/2009	9,762.98
25122	ESTRADA	Dave Estrada	03/10/2009	1,900.00
25123	AMER IMA	American Imaging, Inc.	03/16/2009	309.63
25124	AmerAqua	American Aqua	03/16/2009	37.00
25125	BLUE CRO	Blue Cross & Blue Shield Of Mi	03/16/2009	10,401.94
25126	BRESSER	Bresser's Information Service	03/16/2009	252.00
25127	BRI CHAM	Brighton Area Chamber Of Comm	03/16/2009	160.00
25128	CONTINEN	Continental Linen Service	03/16/2009	66.00
25129	COOPERST	Cooper's Turf Management LLC	03/16/2009	4,725.00
25130	COXKRIS	Kristi Cox	03/16/2009	150.00
25131	EHIM	EHIM, INC	03/16/2009	1,342.54
25132	GANNETT	PRESS & ARGUS	03/16/2009	855.20
25133	GORDONFO	Gordon's Food Services	03/16/2009	67.73
25134	HEIKKINE	Heikkinen Law Firm	03/16/2009	839.70
25135	LANGWORT	Langworthy Strader Leblanc	03/16/2009	292.50
25136	MAMCTR	Betty Kennedy, MAMC Treasurer	03/16/2009	75.00
25137	MASTER M	Master Media Supply	03/16/2009	636.37
25138	Net serv	Network Services Group, L.L.C.	03/16/2009	4,839.00
25139	Perfect	Perfect Maintenance Cleaning	03/16/2009	923.00
25140	PRINTING	PRINTING SYSTEMS	03/16/2009	466.36
25141	SECMAA	S.E.C.M.A.A.	03/16/2009	15.00
25142	WASTE MA	Waste Management	03/16/2009	68,848.00
25143	WIRELESS	Wireless Zone	03/16/2009	154.98

Report Total: 109,094.67

Accounts Payable
Computer Check Register



User: sue

Printed: 02/27/2009 - 12:17

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
25115	Administ	Total Administrative Services	03/06/2009		446.12
			Check 25115 Total:		446.12
9680	AETNA LI	Aetna Life Insurance & Annuity	03/06/2009		25.00
			Check 9680 Total:		25.00
9681	EFT-FED	EFT- Federal Payroll Tax	03/06/2009		4,149.44 2,133.89 2,133.89 499.05 499.05
			Check 9681 Total:		9,415.32
9682	EFT-PENS	EFT- Payroll Pens Ln Pyts	03/06/2009		723.36
			Check 9682 Total:		723.36
25116	Equitabl	Equivest Unit Annuity Lock Box	03/06/2009		220.00
			Check 25116 Total:		220.00
9683	FIRST NA	First National Bank	03/06/2009		300.00 2,395.00 22,557.88

Check 9683 Total:

25,252.88

Report Total:

36,082.68

First National
Direct Deposit
MARCH 06, 2009
Bi-Weekly Payroll

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$1,009.21
Amy Ruthig		\$888.62
Angela Williams		\$601.36
Barb Kries		\$962.80
Carol Hanus		\$1,256.05
Cindy Howard		\$697.33
Dave Estrada		\$1,003.36
Deborah Rojewski		\$2,238.41
Genoa Township	\$25,252.88	
Greg Tatara		\$2,301.62
Judith Smith		\$1,107.60
Karen J. Saari		\$904.07
Kelly VanMarter		\$2,075.90
Laura Mroczka		\$1,540.96
Mary Krencicki		\$493.87
Michael Archinal		\$2,449.22
Renee Gray		\$901.62
Robin Hunt		\$1,229.42
Susan Sitner		\$519.52
Tammy Lindberg		\$931.46
Tesha Humphriss		\$2,140.48
Total Deposit		\$25,252.88

EFT #: _____
 INTERNET: _____
 CHECK BOOK: _____

3:00 PM
03/10/09

#592 OAK POINTE WATER/SEWER FUND

Payment Of Bills

February 25 through March 10, 2009

Type	Date	Num	Name	Memo	Amount
Check	02/26/2009	1330	Pfeffer, Hanniford & Palka	Inv#10228	-1,350.00
Check	02/27/2009	1331	AT & T	02/19/03/18/09	-188.03
Check	02/27/2009	1332	BRIGHTON ANALYTICAL LLC	testing	-134.00
Check	02/27/2009	1333	SEVERN TRENT ENVIRONMENTAL SERVICES,	Inv#2040217	244.66
Check	03/05/2009	1334	AT & T	02/22/09-03/21/09	-69.26
Check	03/05/2009	1335	BRIGHTON ANALYTICAL LLC	testing	-201.00
Check	03/05/2009	1336	DTE ENERGY	Electric Service 01/27/09 - 02/27/09	-865.60
Check	03/05/2009	1337	HI-LINE	grinder supplies	-67.05
Check	03/05/2009	1338	NORTHWEST PIPE AND SUPPLY, INC.	Supplies	-232.73
Check	03/05/2009	1339	USA Bluebook	Customer Number: 916363	-237.64
Check	03/05/2009	1340	WASTE MANAGEMENT	Acct#389-0000590-1389-6	-42.06
Check	03/09/2009	1341	FASTENAL	supplies	-115.13
Check	03/09/2009	1342	STANDARD ELECTRIC	Misc. supplies	-3.11
Check	03/09/2009	1343	CONSUMERS ENERGY	01/31/09-02/27/09 Gas Service	-1,105.56
Check	03/09/2009	1344	DTE ENERGY	Electric Service 01/30/09 - 03/03/09	-7,025.31
Check	03/09/2009	1345	BRIGHTON ANALYTICAL LLC	testing	-201.00
Check	03/09/2009	1346	HI-LINE	supplies	-46.72
Check	03/09/2009	1347	PVS Nolwood Chemicals, Inc	Aluminum Sulfate	-904.60
Check	03/09/2009	1348	KENNEDY INDUSTRIES INC.	Inv#509100	-1,210.00
Check	03/09/2009	1349	EVERGREEN OUTDOOR, INC		-280.00
Check	03/09/2009	1350	GRUNDY ACE OF HOWELL	Invoice# 64467	-5.99
Total					-14,529.45

3:03 PM
03/10/09

#592 OAK POINTE
Capital Improvement
WATER/SEWER FUND
Payment Of Bills

February 25 through March 10, 2009

Type	Date	Num	Name	Memo	Amount
Check	02/26/2009	1033	CORRIGAN OIL COMPANY		-247.94
Check	02/26/2009	1034	HOWELL RENTAL		-374.78
Check	02/26/2009	1035	FONSON, INC.	Invoice# 8194	-1,576.00
Check	03/02/2009	1036	SUNSHINE WATER TREATMENT	INV#20090113-22-3	-1,693.85
Check	03/02/2009	1037	DIXON ENGINEERING, INC.	Inv#09-9502	-2,200.00
Check	03/04/2009	1038	GENOA TWP -GENERAL FUND	Reimburse G.F. #101-241-801-000	-2,662.76
Check	03/05/2009	1039	UIS PROGRAMMABLE SERVICES	Inv#530334131	-1,222.50
Check	03/09/2009	1040	ABES AUTO GLASS, INC	Inv#19-558214 & 19-558215	-374.78
Check	03/09/2009	1041	WATER MASTERS LLC	Inv#022362	-81.00
Check	03/09/2009	1042	SECURITY LOCK SERVICE, INC	Inv# 27247	-253.00
Check	03/09/2009	1043	WASTE MANAGEMENT	0013318-2616-2	-575.35
Check	03/09/2009	1044	HOWELL RENTAL	Invoice#19-558384	-138.15
Total					-11,400.11

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03/10/09

#595 PINE CREEK W/S FUND
Payment Of Bills

February 25 through March 10, 2009

Type	Date	Num	Name	Memo	Amount
Check	02/26/2009	2036	Pfeffer, Hanniford & Palka	Inv#10228	-600.00
Total					-600.00

2:51 PM
03/10/09

#503 DPW UTILITY FUND
Payment Of Bills
February 25 through March 10, 2009

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	02/26/2009	1207	Greg Tatara		-37.04
Check	02/26/2009	1208	LOWE'S	Acct#9900 641641 8	-1,573.74
Check	02/26/2009	1209	McDonald Modular Solutions	Inv#RI124321	-375.00
Check	02/26/2009	1210	Master Media		-95.91
Check	02/26/2009	1211	SEVERN TRENT ENVIRONMENTAL SERVICES	I Dec 08/Jan09 Invoice	-754.67
Check	02/26/2009	1212	USABlueBook	Inv#756662	-1,289.53
Check	02/26/2009	1213	Wal-Mart Community	Inv#004900	-156.20
Check	03/02/2009	1214	Carol Hanus	Misc. expenses	-156.99
Check	03/05/2009	1215	HI-LINE		-98.45
Check	03/05/2009	1216	Genoa Township Petty Cash		-13.35
Check	03/05/2009	1217	HOWELL TRUE VALUE HARDWARE		-13.14
Check	03/05/2009	1218	WYLIE SOFT WATER		-91.14
Check	03/09/2009	1219	U.S. POSTMASTER		-149.07
Check	03/09/2009	1220	HOWELL TRUE VALUE HARDWARE		-65.90
Check	03/09/2009	1221	FASTENAL COMPANY		-142.56
Check	03/10/2009	1222	CAVALIER	Acct# 2119355	-18.62
Total					-5,031.31

2:55 PM
03/10/09

#504 DPW RESERVE FUND
Payment Of Bills
February 25 through March 10, 2009

Type Date Num Name Memo Amount

no checks issued

3:08 PM
03/10/09

#593 LAKE EDGEWOOD W/S FUND
Missing Checks
February 25 through March 10, 2009

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	02/26/2009	1489	Pfeffer, Hanniford & Palka	Inv#10228	-1,200.00
Check	02/27/2009	1490	SEVERN TRENT ENVIRONMENTAL SERVICES,	Inv#STES2040217	-83.30
Check	02/27/2009	1491	AT&T	2/13-3/12/09	-40.17
Check	02/27/2009	1492	Brighton Analytical L.L.C.	Inv#0209-61748	-67.00
Check	02/27/2009	1493	PVS NOLWOOD CHEMICALS, INC	Chemical Drums	-1,114.60
Check	03/05/2009	1494	Brighton Analytical L.L.C.		-134.00
Check	03/09/2009	1495	DTE Energy	Electric Service1/31/09 - 3/03/09	-694.70
Check	03/09/2009	1496	SEVERN TRENT ENVIRONMENTAL SERVICES,	Inv#STES2040612	-7,973.99
Check	03/09/2009	1497	Brighton Analytical L.L.C.	Inv#0309-61965	-67.00
Check	03/09/2009	1498	PVS NOLWOOD CHEMICALS, INC	Chemical Drums	-904.60
Check	03/09/2009	1499	COOPER'S TURF MANAGEMENT	INV#7419	-120.00
Total					-12,399.36

**GENOA CHARTER TOWNSHIP
REGULAR MEETING
MARCH 2, 2009
6:30 P.M.**

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, Todd Smith, Jean Ledford, Steve Wildman and Jim Mortensen. Robin Hunt was absent. Also present were Township Manager Michael Archinal and two persons in the audience.

A Call to the Public with the following response: Jeff Dhaenens- The tree stumps on Crooked Lake Road look awful. When will this be taken care of? Archinal – The county is waiting until spring to clear the debris.

Approval of Consent Agenda:

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

1. Payment of Bills

2. Request to approve minutes: 2-16-09

3. Request for approval to purchase soccer goals for the Genoa Charter Township athletic field in the amount of \$6,130.00.

Approval of Regular Agenda:

Moved by Ledford, supported by Wildman, to approve all items for action that are listed under the regular agenda. The motion carried unanimously.

4. Request for approval of an amendment to the General Fund Budget for fiscal 2008/2009 as previously discussed including: 212 (Liquor Law), 261 (Future Road Improvement), 262 (Fire Construction), 264 (Road Lake Improvement Advances) 270 (Future Parks and Recreation), 271 (Buildings and Grounds) 503 (DPW Utility) and 504 (Reserve Fund DPW).

Moved by Smith, supported by Skolarus, to approve the amendments for the General Fund Budget as presented with minor changes to insurance and recreation. Draft #4 of the General Fund Budget for fiscal 2009/2010 is available for review on the township website: www.genoa.org. The motion carried unanimously.

Moved by Wildman, supported by Smith, to approve the amendment to the Liquor Law Fund as requested. The motion carried unanimously.

Moved by Skolarus, supported by Wildman, to approve the budget amendment for Future Road Improvement as requested. The motion carried unanimously.

Moved by Wildman, supported by Mortensen, to approve the budget amendment for Fire Construction as requested. The motion carried unanimously.

Moved by Mortensen, supported by Ledford, to approve the budget amendment for Future Road Advances as requested. The motion carried unanimously.

Moved by Smith, supported by Wildman, to approve the budget amendment for Future Parks and Recreation as requested. The motion carried unanimously.

Moved by Ledford, supported by Mortensen, to approve the budget amendment for Buildings and Grounds as requested. The motion carried unanimously.

Moved by Mortensen, supported by Skolarus, to approve the budget amendment for DPW Utility as requested. The motion carried unanimously.

Moved by Mortensen, supported by Ledford, to approve a new budget titled Reserve Fund DPW as requested. The motion carried unanimously.

5. Review of the 2009/10 budgets related to the General Fund.

All budgets related to the General Fund of the Township as well as DPW accounts will be reviewed and approved at the next regular meeting of the Genoa Charter Township Board. No formal action of the board was taken at this meeting.

6. Request for approval of a credit card use policy for Genoa Charter Township.

Moved by Smith, supported by Ledford, to approve the policy as submitted with the understanding that all bills related to the credit card billing will be attached to the payment of bills and that the card will only be used for township purposes. The motion carried unanimously.

Archinal advised the board that a restructuring of the Severn Trent contract will reduce its total cost allowing additional funds in the existing budget to consider a deputy director to assist Greg Tatara in his responsibilities. This person will be hired with no legacy costs or defined benefit.

The regular meeting of the Genoa Charter Township Board was adjourned at 7:30 p.m.

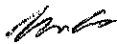


Paulette A. Skolarus
Genoa Township Clerk

(press/argus 03/06-2009)

MEMORADUM

TO: Township Board

FROM: Mike Archinal 

DATE: 3/13/09

RE: Agenda Item #3

This evening we will hold a Public Hearing and take action on adoption of the FY 09/10 Budget. The following actions are appropriate:

1. **Open Public Hearing.**
2. **Receive public input.**
3. **Close Public Hearing**
4. **Moved by _____, supported by _____, to approve the Fiscal Year 09/10 Budget for General Fund accounts: #212 (Liquor Law), #261 (Future Road Improvement), #262 (Fire Construction), #264 (Road Improvement Advances), #270 (Future Parks and Recreation), and #271 (Buildings and Grounds).**
5. **Moved by _____, supported by _____, to approve Public Works accounts #503 (DPW Utility) and #504 (DPW Reserve).**
6. **Moved by _____, supported by _____, to approved Debt Service Fund accounts #854 through #876.**

GENOA TOWNSHIP - GENERAL FUND
 BUDGET TO ACTUAL REPORT & BUDGET WORKSHEETS
 FOR THE YEARS ENDED 3/31/09 AND 3/31/2010
 ACTUAL FOR THE 9 MONTHS ENDING 12/31/08
 MTG DATE - 3/2/09, 3/16/09

DRAFT #4

APPROVED
 3/2/09

ACCT #	ACCOUNT DESCRIPTION	ACTUAL FOR 9 MONTHS 12/31/2008	APPROVED 11/17/08 REVISED BUDGET FOR 1 YEAR ENDING 3/31/2009	BUDGET REMAINING	% OF REMAINING EXPENSE BUDGET	PROPOSED AMENDED BUDGET FOR THE YEAR ENDING 3/31/2009	PROPOSED BUDGET FOR THE YEAR ENDING 3/31/2010
REVENUES							
000-403-000	CURRENT REAL PROP TAXES	1,110	960,000	(958,890)		950,000	900,000
000-407-000	DELINQUENT TAXES - REAL/PER	1,445	6,500	(5,055)		6,500	6,500
000-423-000	COLLECT FEES/EXCESS OF ROLL	25	350,000	(349,975)		336,000	300,000
000-423-100	COLLECTION FEES - SCHOOLS	18,468	18,500	(32)		18,500	18,500
000-445-000	PENALTIES & INTEREST ON TAXES	1,526	2,500	(974)		2,500	2,500
000-475-000	ORDINANCE FINES	789	0	789		800	800
000-476-000	LICENSES & PERMITS	9,375	15,000	(5,625)		12,500	12,500
000-476-100	CABLE FRANCHISE FEES	179,877	225,000	(45,123)		230,000	230,000
000-477-000	METRO ACT FEES	290	13,500	(13,210)		13,500	13,500
000-480-000	TRAILER FEES	2,616	3,000	(384)		3,000	3,000
000-574-000	STATE SHARED REVENUES	724,397	1,000,000	(275,603)		1,000,000	1,000,000
000-608-000	CHARGES FOR SERVICES - APPLICA. FEES	23,181	65,000	(41,819)		30,000	30,000
000-631-000	REFUSE COLLECTION FEES	469,737	651,000	(181,263)		651,000	670,000
000-642-000	CHARGES FOR SERV.-PRTG.	381	1,000	(619)		0	0
000-664-000	INTEREST INCOME	17,667	45,000	(27,333)		22,000	18,000
000-668-000	RENTS & ROYALTIES	38,250	51,000	(12,750)		51,000	0
000-676-100	ADMIN FEE/LIQUOR LAW FUND	2,625	5,000	(2,375)		3,500	3,500
000-678-300	TAXES ON LAND TRANSFER	152,615	155,000	(2,385)		152,615	150,000
000-678-700	WHITE PINES/STREET LIGHTING	0	650	(650)		650	650
000-695-000	OTHER MISC REVENUE	608	5,000	(4,392)		1,500	1,500
000-699-001	ELECTIONS - SCHOOLS, PRIMARY	29,064	29,064	0		29,064	30,000
	TOTAL REVENUES	1,674,046	3,601,714	(1,927,668)		3,514,629	3,390,950

GENOA TOWNSHIP - GENERAL FUND
 BUDGET TO ACTUAL REPORT & BUDGET WORKSHEETS
 FOR THE YEARS ENDED 3/31/09 AND 3/31/2010
 ACTUAL FOR THE 9 MONTHS ENDING 12/31/08
 MTG DATE - 3/2/09, 3/16/09

DRAFT #4

APPROVED
 3/2/09

ACCT #	ACCOUNT DESCRIPTION	ACTUAL FOR 9 MONTHS 12/31/2008	APPROVED 11/17/08 REVISED BUDGET FOR 1 YEAR ENDING 3/31/2009	BUDGET REMAINING	% OF REMAINING EXPENSE BUDGET	PROPOSED AMENDED BUDGET FOR THE YEAR ENDING 3/31/2009	PROPOSED BUDGET FOR THE YEAR ENDING 3/31/2010
EXPENDITURES & TRANSFERS OUT TO OTHER FUNDS							
101-703-000	TRUSTEES - SALARIES	19,465	31,000	11,535	37.21%	31,000	31,000
171-703-000	SUPERVISOR - SALARY	36,750	49,000	12,250	25.00%	49,000	49,000
172-703-000	TWP MGR - SALARY	0	93,625	93,625	100.00%	0	0
191-703-000	ELECTION - SALARIES	69,854	50,000	(19,854)	-39.71%	80,000	30,000
209-703-000	CONTRACTUAL - SALARIES	234,772	202,810	(31,962)	-15.76%	323,625	284,000
210-801-000	PROFESSIONAL - LEGAL	294,781	310,000	15,219	4.91%	350,000	150,000
215-703-000	CLERK - SALARY	36,000	48,000	12,000	25.00%	48,000	48,000
223-801-000	PROFESSIONAL - AUDITOR	11,650	16,500	4,850	29.39%	16,500	16,500
241-801-000	PROFESSIONAL - ENGR/PLANNING	69,692	60,000	(9,692)	-16.15%	90,000	85,000
243-801-000	TAX ROLL PREPARATION	16,935	32,000	15,065	47.08%	32,000	40,000
247-703-000	BOARD OF REVIEW - SALARIES	0	5,000	5,000	100.00%	0	0
247-964-000	TAX CHARGEBACKS	2,173	2,500	327	13.08%	8,000	8,000
253-703-000	TREASURER - SALARY	3,413	10,000	6,587	65.87%	10,000	25,000
265-775-000	REPAIRS AND MAINTENANCE	56,790	48,000	(8,790)	-13.58%	95,000	48,000
265-910-000	INSURANCE	191,228	50,000	(141,228)	-30.46%	260,000	260,000
265-920-000	UTILITIES - ELECTRIC/GAS	11,109	20,000	8,891	44.46%	20,000	20,000
284-703-000	SALARIES - OTHER	163,625	204,885	41,260	20.14%	250,000	225,000
284-704-000	RETIREMENT	60,008	90,000	29,992	33.32%	90,000	90,000
284-715-000	PAYROLL TAXES - FICA/MEDICARE	45,274	70,400	25,126	35.69%	70,400	70,400
284-720-000	MESC - UNEMPLOYMENT TAXES	0	5,000	5,000	100.00%	0	5,000
284-727-000	PRTG., POSTAGE, OFFICE SUPPLIES	60,334	75,000	14,666	19.55%	75,000	75,000
284-850-000	TELEPHONE	12,834	14,000	1,166	8.33%	18,000	18,000
284-861-000	MILEAGE & TRAVEL EXPENSES	13,356	10,000	(3,356)	-33.56%	17,000	30,000
284-862-000	CAR ALLOWANCE	0	6,000	6,000	100.00%	0	0
284-955-000	TRUCK LEASE	3,269	4,500	1,231	27.36%	4,500	4,500
284-956-001	ESCROW LOSSES	0	2,000	2,000	100.00%	2,000	2,000

GENOA TOWNSHIP - GENERAL FUND
 BUDGET TO ACTUAL REPORT & BUDGET WORKSHEETS
 FOR THE YEARS ENDED 3/31/09 AND 3/31/2010
 ACTUAL FOR THE 9 MONTHS ENDING 12/31/08
 MTG DATE - 3/2/09; 3/16/09

DRAFT #4

APPROVED
 3/2/09

ACCT #	ACCOUNT DESCRIPTION	ACTUAL FOR 9 MONTHS 12/31/2008	APPROVED 11/17/08 REVISED BUDGET FOR 1 YEAR ENDING 3/31/2009	BUDGET REMAINING	% OF REMAINING EXPENSE BUDGET	PROPOSED AMENDED BUDGET FOR THE YEAR ENDING 3/31/2009	PROPOSED BUDGET FOR THE YEAR ENDING 3/31/2010
284-957-000	DUES	21,352	21,000	(352)	-1.68%	24,000	25,000
284-958-000	MTG. FEES & MISC EXPENSES	14,541	25,000	10,459	41.84%	27,000	20,000
284-959-000	APPLICATION FEES EXPENSES	15,456	75,000	59,544	79.39%	21,000	35,000
284-959-001	SALARIES - PLANNING COMMISSION	9,860	11,500	1,640	14.26%	11,500	13,000
284-959-002	SALARIES - ZBA	9,075	13,500	4,425	32.78%	11,500	13,000
301-703-000	ORDINANCE OFFICER - SALARY	29,881	39,150	9,269	23.68%	39,150	41,000
336-999-001	FIRE SUB STATION EXPENSES	8,649	20,000	11,351	56.76%	25,000	25,000
441-801-010	ROAD IMPROVEMENT	489,397	605,000	115,603	19.11%	605,000	300,000
441-803-000	REFUSE COLLECTION	617,804	835,000	217,196	26.01%	835,000	845,000
441-803-100	LG. BULKY ITEM DISPOSAL	8,697	9,000	303	3.37%	11,000	10,000
441-804-000	DUST CONTROL/CHLORIDE	66,111	100,000	33,889	33.89%	66,200	100,000
441-805-000	STORMWATER - NPDES MANDATE	1,878	5,000	3,122	62.44%	2,000	2,000
441-971-000	WHITE PINES ST. LIGHTING RECREATION	53,912	90,000	36,088	40.10%	91,209	91,209
916-962-000	DRAINS AT LARGE CAPITAL OUTLAY	45,910	60,000	14,090	23.48%	60,000	50,000
966-999-010	TRANS - OUT FUTURE RD IMPROVEMENT #261	0	0	0	0.00%	0	0
966-999-013	TRANS - OUT ROAD PROJECTS FUND #264	0	0	0	0.00%	0	0
966-999-027	TRANS - OUT PARKS & RECREATION #270	0	0	0	0.00%	0	0
966-999-028	TRANS - OUT BLDG. & GR. - reserves - #271	0	45,000	45,000	100.00%	45,000	45,000
966-999-051	TRANS - OUT FIRE FUND - firehall - #262	154,637	154,637	0	0.00%	154,637	0
966-999-110	CONTINGENCIES	0	75,000	75,000	100.00%	0	30,000
	TOTAL EXPENDITURES/TRANSFERS OUT	2,997,025	4,004,807	1,007,782		4,035,521	3,390,409
	REVENUES OVER (UNDER) EXPENDITURES & TRANSFERS OUT	(1,322,979)	(403,093)	(919,886)		(520,892)	541
	BEGINNING FUND BALANCE	1,497,185	1,497,185	0		1,497,185	976,293
	ENDING FUND BALANCE	174,206	1,094,092	(919,886)		976,293	976,834
		12/31/08	3/31/09			3/31/09	3/31/2010

GENOA TOWNSHIP
LIQUOR LAW FUND #212
BUDGET TO ACTUAL REPORT & BUDGET WORKSHEETS
FOR THE YEARS ENDED 3/31/09 AND 3/31/2010
ACTUAL FOR THE 9 MONTHS ENDING 12/31/08

APPROVED
3/2/09

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 9 MONTHS 12/31/2008	APPR 11/17/08 2ND REVISED AMENDED BUDGET FOR 1 YR ENDING 3/31/2009		BUDGET REMAINING	PROPOSED AMENDED BUDGET FOR THE YEAR ENDING 3/31/2009		PROPOSED BUDGET FOR THE YEAR ENDING 3/31/2010	
REVENUES									
000-570-000	STATE SHARED REVENUE	12,356	12,356	0	12,356	12,000			
000-664-000	INTEREST INCOME	17	25	(8)	20	20			
000-695-000	OTHER INCOME	0	0	0	0				
	TOTAL REVENUES	12,373	12,381	(8)	12,376	12,020			
EXPENDITURES									
000-956-000	MISC. EXPENSE	300	300	0	300	300			
330-702-000	LIQUOR LAW ENFORCEMENT WAGES	6,000	8,000	2,000	8,000	8,000			
330-704-000	RETIREMENT	600	800	200	800	800			
330-715-000	PAYROLL TAXES	460	640	180	640	640			
330-716-000	LIQ. LAW ADMIN FEES - GENOA	2,625	3,500	875	3,500	3,500			
	TOTAL EXPENDITURES	9,985	13,240	3,255	13,240	13,240			
	NET REVENUES/EXPENDITURES	2,388	(859)	3,247	(864)	(1,220)			
	BEGINNING FUND BALANCE	4,469	4,469	0	4,469	3,605			
	ENDING FUND BALANCE	6,857	3,610	3,247	3,605	2,385			

GENOA TOWNSHIP
 FUTURE ROAD IMPROVEMENT FUND #261
 BUDGET TO ACTUAL REPORT & BUDGET WORKSHEETS
 FOR THE YEARS ENDED 3/31/09 AND 3/31/2010
 ACTUAL FOR THE 9 MONTHS ENDING 12/31/08

APPROVED
 3/2/09

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 9 MONTHS 12/31/2008	APPR 11/17/08 2 ND REVISED AMENDED BUDGET FOR 1 YR ENDING 3/31/2009	BUDGET REMAINING	PROPOSED AMENDED BUDGET FOR THE YEAR ENDING 3/31/2009	PROPOSED BUDGET FOR THE YEAR ENDING 3/31/2010
REVENUES						
000-664-000	INTEREST INCOME	21,171	30,000	(8,829)	25,000	3,000
000-673-000	CONTRIBUTION FROM DEVELOPER	0	0	0		
NEW	OPERATING TRANSFER IN (#264 RD FUND)	0	0	0		
000-699-000	OPERATING TRANSFER IN (G/F)	0	0	0		
	TOTAL REVENUES	21,171	30,000	(8,829)	25,000	3,000
EXPENDITURES						
441-968-000	LAND ACQUISITION	1,000	0	(1,000)	1,000	960,000
	MISC	0	0	0	0	
906-956-000	MISC	0	0	0	0	
	TOTAL EXPENDITURES	1,000	0	(1,000)	1,000	960,000
	NET REVENUES/EXPENDITURES	20,171	30,000	(9,829)	24,000	(957,000)
	BEGINNING FUND BALANCE	1,183,120	1,183,120	0	1,183,120	1,207,120
	ENDING FUND BALANCE	1,203,291	1,213,120	(9,829)	1,207,120	250,120

GENOA TOWNSHIP
 FIRE CONSTRUCTION FUND #262
 PROPOSED BUDGET AMENDMENT FOR 3/31/09
 ACTUAL FOR THE 9 MONTHS ENDING 12/31/08
 (FUND WILL BE CLOSED IN FYE 3/31/09)

APPROVED
 3/2/09

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 9 MONTHS 12/31/2008	APPR 11/17/08 2 ND REVISED AMENDED BUDGET FOR THE YR. END 3/31/2009	BUDGET REMAINING	PROPOSED AMENDED BUDGET FOR THE YEAR ENDING 3/31/2009
REVENUES					
000-664-000	INTEREST INCOME	20	20	0	20
000-699-000	TRANS IN FROM G/F	154,637	154,637	0	154,637
NEW	PROCEEDS FROM LOAN - FNB FIREHALL	0	0	0	0
	TOTAL REVENUES	154,657	154,657	0	154,657
EXPENDITURES					
000-972-000	CAPITAL OUTLAY	228,115	227,752	(363)	228,115
	OTHER	1,500	1,500	0	1,500
	TOTAL EXPENDITURES	229,615	229,252	(363)	229,615
	NET REVENUES/EXPENDITURES	(74,958)	(74,595)	(363)	(74,958)
	BEGINNING FUND BALANCE	74,958	74,958	0	74,958
	ENDING FUND BALANCE	0	363	(363)	0

GENOA TOWNSHIP
ROAD/LAKE REIMBURSEMENT FUND #264
BUDGET TO ACTUAL REPORT & BUDGET WORKSHEETS
FOR THE YEARS ENDED 3/31/09 AND 3/31/2010
ACTUAL FOR THE 9 MONTHS ENDING 12/31/08

APPROVED
3/2/09

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 9 MONTHS 12/31/2008	APPR 11/17/08 2ND REVISED AMENDED BUDGET FOR THE YR. END 3/31/2009	BUDGET REMAINING	PROPOSED AMENDED BUDGET FOR THE YEAR ENDING 3/31/2009	PROPOSED BUDGET FOR THE YEAR ENDING 3/31/2010	FINAL YEAR ASSESSED
REVENUES							
000-664-000	INTEREST INCOME	3,393	7,000	(3,607)	4,000	4,000	JULY 2012
453-672-000	ASSESSMENTS - CHEMUNG WEED	1,550	33,854	(32,304)	33,792	32,000	DEC. 2009
458-672-000	ASSESSMENTS - CHEMUNG, NORFOLK	0	21,609	(21,609)	21,138	21,000	DEC. 2009
460-672-100	ASSESSMENTS - PARDEE LAKE 2	0	20,000	(20,000)	19,535	19,000	DEC. 2010
454-672-000	ASSESSMENTS - PRAIRIE VIEW	0	97,821	(97,821)	96,642		DEC. 2008
455-672-000	ASSESSMENTS - WHITE PINES	0	35,415	(35,415)	32,758		DEC. 2008
456-672-000	ASSESSMENTS - ROLLING MEADOWS	356	17,820	(17,464)	17,463	17,464	DEC. 2009
457-672-000	ASSESSMENTS - LONG POINTE	0	3,503	(3,503)	4,087	4,000	DEC. 2009
459-672-000	ASSESSMENTS - STATE STREET	0	3,000	(3,000)	3,000	3,000	DEC. 2010
460-673-000	PARDEE LAKE - MISC REVENUE	1,000	0	1,000			
NEW	ASSESSMENTS - HOMESTEAD RD IMPR.	0	0	0			
000-699-000	OPERATING TRANS IN FROM GF	0	0	0			
	ASSESSMENTS - CHALLIS CONRAD	0	0	0			
	OTHER INCOME	0	0	0			DEC. 2009
	TOTAL REVENUES	6,299	240,022	(233,723)	232,415	103,464	
EXPENDITURES							
453-801-000	LAKE CHEMUNG WEEDS	43,947	42,000	(1,947)	44,000	45,000	
NEW ACCT #	FENDT DRIVE	0	0	0		150,000	
451-695-000	MISC/AUDITING	1,500	375	(1,125)	1,500		
460-801-000	PARDEE LAKE WEEDS	23,050	23,000	(50)	24,000	25,000	
		0	0	0			
452-801-000	CHALLIS CONRAD	438	0	(438)	500	2,500	
	OTHER ROADS	0	15,000	15,000	5,000	15,000	
	OTHER LAKES	0	15,000	15,000	5,000	15,000	
	TOTAL EXPENDITURES	68,935	95,375	26,440	80,000	252,500	
	NET REVENUES/EXPENDITURES	(62,636)	144,647	(207,283)	152,415	(149,036)	
	BEGINNING FUND BALANCE	696,056	696,056	0	696,056	848,471	
	ENDING FUND BALANCE	633,420	840,703	(207,283)	848,471	699,435	

GENOA TOWNSHIP
 FUTURE DEVELOPMENT - PARKS/RECREATION FUND #270
 BUDGET TO ACTUAL REPORT & BUDGET WORKSHEETS
 FOR THE YEARS ENDED 3/31/09 AND 3/31/2010
 ACTUAL FOR THE 9 MONTHS ENDING 12/31/08

APPROVED
 3/2/09

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 9 MONTHS ENDING 12/31/2008	APPR 11/17/08 2ND REVISED AMENDED BUDGET FOR THE YR. END 3/31/2009	BUDGET REMAINING	PROPOSED AMENDED BUDGET FOR THE YEAR ENDING 3/31/2009	PROPOSED BUDGET FOR THE YEAR ENDING 3/31/2010
REVENUES						
000-664-000	INTEREST INCOME	14,677	20,000	(5,323)	16,000	13,000
000-699-000	OPERATING TRANS IN FROM GF	0	0	0		
000-699-001	MISC REVENUE	0	100	(100)		
	TOTAL REVENUES	14,677	20,100	(5,423)	16,000	13,000
EXPENDITURES						
330-698-000	SIDEWALKS (GRAND RIVER)	20,209	100,000	79,791	30,000	100,000
330-696-000	ATHLETIC FIELD (GENOA TWP HALL)	46,361	150,000	103,639	50,000	50,000
536-972-000	LAND FOR RECREATION	0	0	0		
new	SIRENS					
330-695-000	MISCAUDITING	550	300	(250)		50,000
	TOTAL EXPENDITURES	67,120	250,300	183,180	80,000	200,000
	NET REVENUES/EXPENDITURES	(52,443)	(230,200)	177,757	(64,000)	(187,000)
	BEGINNING FUND BALANCE	803,157	803,157	0	803,157	739,157
	ENDING FUND BALANCE	750,714	572,957	177,757	739,157	552,157

GENOA TOWNSHIP
 BUILDINGS & GROUNDS RESERVE FUND #271
 BUDGET TO ACTUAL REPORT & BUDGET WORKSHEETS
 FOR THE YEARS ENDED 3/31/09 AND 3/31/2010
 ACTUAL FOR THE 9 MONTHS ENDING 12/31/08

APPROVED
 3/2/09

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 9 MONTHS ENDING 12/31/2008	APPR 11/17/08 2ND REVISED AMENDED BUDGET FOR THE YR. END 3/31/2009	BUDGET REMAINING	PROPOSED AMENDED BUDGET FOR THE YEAR ENDING 3/31/2009	PROPOSED BUDGET FOR THE YEAR ENDING 3/31/2010
000-664-000	REVENUES					
000-664-000	INTEREST INCOME	1,698	2,300	(602)	2,000	1,200
000-699-000	OPERATING TRANS IN FROM GF - RESERVES	0	45,000	(45,000)	45,000	45,000
	MISC INCOME	0	0	0		
	TOTAL REVENUE	1,698	47,300	(45,602)	47,000	46,200
	EXPENDITURES					
	CAPITAL OUTLAY/REPLACEMENTS	0	0	0	0	0
	OTHER	0	0	0	0	0
	TOTAL EXPENDITURES	0	0	0	0	0
	NET REVENUES/EXPENDITURES	1,698	47,300	(45,602)	47,000	46,200
	BEGINNING FUND BALANCE	79,017	79,017	0	79,017	126,017
	ENDING FUND BALANCE	80,715	126,317	(45,602)	126,017	172,217

GENOA TOWNSHIP
 DPW UTILITY FUND #503
 BUDGET TO ACTUAL REPORT & BUDGET WORKSHEETS
 FOR THE YEARS ENDED 3/31/09 AND 3/31/2010
 ACTUAL FOR THE 9 MONTHS ENDING 12/31/08

APPROVED
 3/2/09

APPROVED
 3/21/09

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 9 MONTHS ENDING 12/31/2008	APPR 11/17/08 2ND REVISED AMENDED BUDGET FOR 1 YR ENDING 3/31/2009	BUDGET REMAINING	% EXPENSE BUDGET REMAINING	PROPOSED AMENDED BUDGET FOR THE YEAR ENDING 3/31/2009	PROPOSED BUDGET FOR THE YEAR ENDING 3/31/2010
402	FEES - MARION SEWER	10,400	15,900	(5,500)		15,900	15,900
404	FEES - G/O SEWER	110,115	140,000	(29,885)		143,000	146,000
406	FEES - OP WATER/SEWER	57,799	73,000	(15,201)		73,000	75,000
408	FEES - LE WATER/SEWER	19,050	32,000	(12,950)		28,000	28,500
410	FEES - PC WATER/SEWER	9,718	14,900	(5,182)		14,500	14,600
412	FEES - MHOG WATER	123,203	165,000	(41,797)		165,000	169,000
414	FEES - GENOA TWP - GF/ESCROWS	11,017	40,000	(28,983)		25,000	26,500
420	OTHER INCOME	262	500	(238)		500	500
440	INTEREST INCOME	1,171	2,500	(1,329)		1,200	900
460	TRANS IN - OTHER FUNDS	13,427	15,000	(1,573)		13,427	10,000
	TOTAL REVENUES	356,162	498,800	(142,638)		479,527	486,900
EXPENDITURES							
600	AUDIT/ACCOUNTING SERVICES	3,300	6,000	2,700	45.00%	6,000	6,000
601	AUTO ALLOWANCE	3,500	5,000	1,500	30.00%	5,000	6,000
602	ADMINISTRATIVE EXPENSES	0	0	0		0	0
604	CONFERENCES/DUES	959	1,500	541	36.07%	1,200	4,000
606	CONTINGENCY	0	5,000	5,000	100.00%	0	5,000
608	EMPLOYERS SHARE FICA	14,389	20,500	6,111	29.81%	20,000	21,480
609	COMPUTER EXPENSES	6,690	8,000	1,310	16.38%	8,000	5,000
612	INSURANCE BCBS/OTHER	49,701	74,500	24,799	33.29%	72,000	74,500
614	METER SERVICES - CONTRACTOR	1,450	4,000	2,550	63.75%	3,000	4,000
617	OFFICE EXPENSES	884	4,000	3,116	77.90%	1,000	1,000
618	OTHER EXPENSES	0	1,000	1,000	100.00%	0	1,000
619	POSTAGE/SHIPPING	4,412	6,200	1,788	28.84%	6,200	6,200
625	REPAIRS & MAINTENANCE	376	2,000	1,624	81.20%	2,000	2,000
627	RETIREMENT	19,963	26,125	6,162	23.59%	26,125	28,420
628	STORM WATER	0	0	0		0	7,500
630	SUPPLIES & TOOLS	858	10,000	9,142	91.42%	5,000	10,000
632	SALARY - DIRECTOR	57,692	75,875	18,183	23.96%	75,875	78,500
633	SALARY - IN HOUSE ENGINEER	40,990	62,000	21,010	33.89%	62,000	73,500
634	SALARY - OTHER	83,464	113,000	29,536	26.14%	113,000	115,000
635	SALARY - SODIUM INSPECTIONS	5,940	5,000	(940)	-18.80%	7,500	1,500
650	TRAILER UTILITIES	2,400	2,400	2,400	100.00%	2,400	2,400
652	TELEPHONE - CUSTOMER LINE	1,322	1,700	378	22.24%	1,700	1,700
654	TELEPHONE - G/O PLANT	2,755	4,000	1,245	31.13%	4,000	4,000
656	TELEPHONE - MOBILE PHONES	1,280	2,000	720	36.00%	2,000	2,000
658	TRUCK/AUTO EXPENSES	5,685	10,000	4,315	43.15%	10,000	10,000
660	TRAILER RENTAL	3,375	4,500	1,125	25.00%	4,500	4,500
665	CAPITAL OUTLAY (TRUCK/EQUIP)	44,350	45,000	650	1.44%	44,350	0
670	TRANSFER TO DPW RESERVE FUND #504	0	10,000	10,000	100.00%	10,000	10,000
675	UNIFORMS & PROTECTIVE CLOTHING	1,342	2,500	1,158	46.32%	2,500	2,500
	TOTAL EXPENDITURES	354,677	511,800	157,123	30.70%	495,350	487,700
	CHANGE IN FUND BALANCE	1,485	(13,000)	14,485		(15,823)	(800)
	BEGINNING FUND BALANCE	17,385	17,385	0		17,385	1,562
	ENDING FUND BALANCE	18,870	4,385	14,485		1,562	762

GENOA TOWNSHIP
 DPW/UTILITY RESERVE FUND #504
 BUDGET TO ACTUAL REPORT & BUDGET WORKSHEETS
 FOR THE YEARS ENDED 3/31/09 AND 3/31/2010
 ACTUAL FOR THE 9 MONTHS ENDING 12/31/08

APPROVED
 3/2/09

ACCOUNT#	ACCOUNT DESCRIPTION	ACTUAL FOR 9 MONTHS ENDING 12/31/2008	PROPOSED BUDGET FOR 1 YR ENDING 3/31/2009	PROPOSED BUDGET FOR 1 YR ENDING 3/31/2010
400	TRANS IN FROM DPW #503	0	10,000	10,000
420	OTHER INCOME	0	0	0
440	INTEREST INCOME	26	30	30
	TOTAL REVENUE	26	10,030	10,030
EXPENDITURES				
500	CAPITAL OUTLAY	0	0	0
501	EQUIPMENT	0	0	0
502	VEHICLE - TRUCK	0	0	25,000
	TOTAL EXPENDITURES	0	0	25,000
	NET CHANGE IN FUND BALANCE	26	10,030	(14,970)
	BEGINNING FUND BALANCE	10,001	10,001	20,031
	ENDING FUND BALANCE	10,027	20,031	5,061

GENOA TOWNSHIP
 GENERAL, CAPITAL PROJ. & SPECIAL REVENUE FUNDS
 SUMMARY OF REVENUES/EXPENDITURES - BUDGETED FOR FIVE 3/31/09

	#101 G/F	#212 LIQ LAW FUND	#261 FUTURE RD IMPROVEMENT	#262 FIRE CONSTR. FUND	#264 RD/LK IMPR ADV. FUND	#270 PARKS/REC. FUND	#271 BLDG/GROUND RES. FUND	#503 DPW/UTILITY FUND	#504 DPW/RESERVE FUND	TOTAL ALL FUNDS
REVENUES	3,514,629	12,376	25,000	154,657	232,415	16,000	47,000	479,527	10,030	4,491,634
EXPENDITURES	4,035,521	13,240	1,000	229,615	80,000	80,000	0	495,350	0	4,934,726
NET REVENUES/EXPENDITURES	(520,892)	(864)	24,000	(74,958)	152,415	(64,000)	47,000	(15,823)	10,030	(443,092)
BEGINNING FUND BALANCE 4/1/08	1,497,185	4,469	1,183,120	74,958	696,056	803,157	79,017	17,385	10,001	4,366,348
ENDING FUND BALANCE 3/31/09	976,293	3,605	1,207,120	0	848,471	739,157	126,017	1,562	20,031	3,922,256

GENOA TOWNSHIP
 GENERAL, CAPITAL PROJ. & SPECIAL REVENUE FUNDS
 SUMMARY OF REVENUES/EXPENDITURES - BUDGETED FOR FIVE 3/31/2010

	#101 G/F	#212 LIQ LAW FUND	#261 FUTURE RD IMPROVEMENT	#262 FIRE CONSTR. FUND	#264 RD/LK IMPR ADV. FUND	#270 PARKS/REC. FUND	#271 BLDG/GROUND RES. FUND	#503 DPW/UTILITY FUND	#504 DPW/RESERVE FUND	TOTAL ALL FUNDS
REVENUES	3,390,950	12,020	3,000	0	103,464	13,000	46,200	486,900	10,030	4,065,564
EXPENDITURES	3,390,409	13,240	960,000	0	252,500	200,000	0	487,700	25,000	5,328,849
NET REVENUES/EXPENDITURES	541	(1,220)	(957,000)	0	(149,036)	(187,000)	46,200	(800)	(14,970)	(1,263,285)
BEGINNING FUND BALANCE 4/1/09	976,293	3,805	1,207,120	0	848,471	739,157	126,017	1,562	20,031	3,922,256
ENDING FUND BALANCE 3/31/2010	976,834	2,385	250,120	0	699,435	552,157	172,217	762	5,081	2,668,971

Lake Edgewood Phase III #854	Budget	YTD Actual	Proposed Budget
	04/01/08-03/31/09	03/11/09	04/01/09-03/31/10
Opening Balance	\$ 94,808.00	\$ 94,699.00	\$ 88,642.00
Revenue			
Assessments/Tax Levy	\$ 19,981.00	\$ 19,981.00	\$ 19,015.00
Tax Levy-DeInq. Fr County	\$ -	\$ -	\$ -
Assessments/Payoffs	\$ -	\$ -	\$ -
Interest	\$ 2,200.00	\$ 1,031.00	\$ 250.00
Miscellaneous	\$ -	\$ -	\$ -
Total Revenue	\$ 22,181.00	\$ 21,012.00	\$ 19,265.00
Expenditures			
Bond Payments	\$ 26,435.00	\$ 26,635.00	\$ 25,550.00
Auditing/Misc.	\$ 200.00	\$ 434.00	\$ 400.00
Total Expenditures	\$ 26,635.00	\$ 27,069.00	\$ 25,950.00
Ending Balance	\$ 90,354.00	\$ 88,642.00	\$ 81,957.00

Grand River Water #855	Budget	YTD Actual	Proposed Budget
	04/01/08-03/31/09	03/11/09	04/01/09-03/31/10
Opening Balance	\$ 385,673.00	\$ 343,538.00	\$ 370,383.00
Revenue			
Assessments/Tax Levy	\$ 132,042.00	\$ 125,453.00	\$ 126,105.00
Tax Levy-DeInq. Fr County	\$ 8,442.00	\$ 8,442.00	\$ 7,839.00
Assessments/Payoffs	\$ -	\$ 20,502.00	\$ -
Interest	\$ 6,500.00	\$ 3,538.00	\$ 1,000.00
Miscellaneous	\$ -	\$ -	\$ -
Total Revenue	\$ 146,984.00	\$ 157,935.00	\$ 134,944.00
Expenditures			
Bond Payments	\$ 130,298.00	\$ 130,298.00	\$ 127,345.00
Auditing/Misc.	\$ -	\$ 792.00	\$ 750.00
Total Expenditures	\$ 130,298.00	\$ 131,090.00	\$ 128,095.00
Ending Balance	\$ 402,359.00	\$ 370,383.00	\$ 377,232.00

Oak Pointe Water #856	Budget	YTD Actual	Proposed Budget
	04/01/08-03/31/09	03/11/09	04/01/09-03/31/10
Opening Balance	\$ 204,686.00	\$ 240,828.00	\$ 327,527.00
Revenue			
Assessments/Tax Levy	\$ 92,667.00	\$ 81,224.00	\$ 87,024.00
Tax Levy-Delinq. Fr County	\$ 10,846.00	\$ 10,846.00	\$ 9,717.00
Assessments/Payoffs		\$ 9,167.00	
07 Delinq. Fr. Cty. -Desig for Repymt		\$ 66,501.00	
Interest	\$ 1,500.00	\$ 254.00	\$ 200.00
Miscellaneous			\$ -
Total Revenue	\$ 105,013.00	\$ 167,992.00	\$ 96,941.00
Expenditures			
Bond Payments	\$ 81,293.00	\$ 81,293.00	\$ 83,490.00
Auditing/Misc.	\$ 200.00	\$ -	\$ 200.00
Total Expenditures	\$ 81,493.00	\$ 81,293.00	\$ 83,690.00
Ending Balance	\$ 228,206.00	\$ 327,527.00	\$ 340,778.00

Lk Edgewood Wtr Ext #857	Budget	YTD Actual	Proposed Budget
	04/01/08-03/31/09	03/11/09	04/01/09-03/31/10
Opening Balance	\$ 61,804.00	\$ 61,744.00	\$ 34,500.00
Revenue			
Assessments/Tax Levy	\$ 37,600.00	\$ 9,909.00	\$ 36,867.00
Tax Levy-Delinq. Fr County	\$ 733.00	\$ 734.00	\$ 28,724.00
Assessments/Payoffs	\$ -	\$ -	\$ -
Interest	\$ 1,100.00	\$ 436.00	\$ 100.00
Miscellaneous			
Total Revenue	\$ 39,433.00	\$ 11,079.00	\$ 65,691.00
Expenditures			
Bond Payments	\$ 37,540.00	\$ 37,840.00	\$ 36,590.00
Auditing/Misc.	\$ 600.00	\$ 484.00	\$ 500.00
Total Expenditures	\$ 38,140.00	\$ 38,324.00	\$ 37,090.00
Ending Balance	\$ 63,097.00	\$ 34,499.00	\$ 63,101.00

Grand Oaks Water #858	Budget	YTD Actual	Proposed Budget
	04/01/08-03/31/09	03/11/09	04/01/09-03/31/10
Opening Balance	\$ 189,313.00	\$ 189,216.00	\$ 210,415.00
Revenue			
Assessments/Tax Levy	\$ 32,873.00	\$ 29,916.00	\$ 27,974.00
Tax Levy-Delinq. Fr County	\$ 4,595.00	\$ 4,595.00	\$ 2,957.00
Assessments/Payoffs	\$ -	\$ 23,887.00	\$ -
Interest	\$ 4,500.00	\$ 2,302.00	\$ 250.00
Miscellaneous		\$ -	
Total Revenue	\$ 41,968.00	\$ 60,700.00	\$ 31,181.00
Expenditures			
Bond Payments	\$ 38,564.00	\$ 38,564.00	\$ 37,464.00
Auditing/Misc.	\$ 800.00	\$ 937.00	\$ 900.00
Total Expenditures	\$ 39,364.00	\$ 39,501.00	\$ 38,364.00
Ending Balance	\$ 191,917.00	\$ 210,415.00	\$ 203,232.00

Dorr Rd Sewer & Water #859	Budget	YTD Actual	Proposed Budget
	04/01/08-03/31/09	03/11/09	04/01/09-03/31/10
Opening Balance	\$ 127,385.00	\$ 127,354.00	\$ 105,101.00
Revenue			
Assessments/Tax Levy	\$ 44,431.00	\$ 43,292.00	\$ 42,963.00
Tax Levy-Delinq. Fr County	\$ -	\$ -	\$ 1,139.00
Assessments/Payoffs	\$ -	\$ -	\$ -
Interest	\$ 1,800.00	\$ 705.00	\$ 200.00
Total Revenue	\$ 46,231.00	\$ 43,997.00	\$ 44,302.00
Expenditures			
Bond Payments	\$ 65,500.00	\$ 65,500.00	\$ 63,880.00
Auditing/Misc.	\$ 250.00	\$ 750.00	\$ 750.00
Total Expenditures	\$ 65,750.00	\$ 66,250.00	\$ 64,630.00
Ending Balance	\$ 107,866.00	\$ 105,101.00	\$ 84,773.00

Pine Creek Sewer #860	Budget	YTD Actual	Proposed Budget
	04/01/07-3/31/08	03/11/09	04/01/09-03/31/10
Opening Balance	\$ 158,960.00	\$ 158,866.00	\$ 144,430.00
Revenue			
Assessments/Tax Levy	\$ 51,414.00	\$ 47,865.00	\$ -
Tax Levy-Delinq. Fr County	\$ 1,789.00	\$ -	\$ 2,541.00
Assessments/Payoffs	\$ -	\$ 2,895.00	\$ -
Interest	\$ 7,000.00	\$ 4,064.00	\$ 400.00
Miscellaneous			
Total Revenue	\$ 60,203.00	\$ 54,824.00	\$ 2,941.00
Expenditures			
Bond Payments	\$ 69,660.00	\$ 69,660.00	\$ 69,660.00
Auditing/Misc.	\$ 200.00	\$ -	\$ -
Total Expenditures	\$ 69,860.00	\$ 69,660.00	\$ 69,660.00
Ending Balance	\$ 149,303.00	\$ 144,030.00	\$ 77,711.00

08 Final Levy

N.E. Tri Lakes Sewer #862	Budget	YTD Actual	Proposed Budget
	04/01/08-3/31/09	03/11/09	04/01/09-03/31/10
Opening Balance	\$ 258,255.00	\$ 257,982.00	\$ 256,752.00
Revenue			
Assessments/Tax Levy	\$ 45,809.00	\$ 41,285.00	\$ 42,868.00
Tax Levy-Delinq. Fr County	\$ 3,176.00	\$ 3,176.00	\$ 3,795.00
Assessments/Payoffs	\$ -	\$ 3,090.00	
Interest	\$ 9,000.00	\$ 3,121.00	\$ 300.00
Miscellaneous			
Total Revenue	\$ 57,985.00	\$ 50,672.00	\$ 46,963.00
Expenditures			
Bond Payments	\$ 51,065.00	\$ 51,065.00	\$ 49,088.00
Auditing/Misc.	\$ 400.00	\$ 837.00	\$ 850.00
Total Expenditures	\$ 51,465.00	\$ 51,902.00	\$ 49,938.00
Ending Balance	\$ 264,775.00	\$ 256,752.00	\$ 253,777.00

Homestead Sewer #863	Budget	YTD Actual	Account Closed
	04/01/08-3/31/09	03/11/09	District Complete
Opening Balance	\$ 60,112.00	\$ 60,099.40	\$ -
Revenue			
Assessments/Tax Levy	\$ -	\$ -	\$ -
Tax Levy-Delinq. Fr County	\$ 441.00	\$ 440.94	\$ -
Assessments/Payoffs			
Interest	\$ 480.00	\$ 416.64	\$ -
Miscellaneous			
Total Revenue	\$ 921.00	\$ 857.58	\$ -
Expenditures			
Bond Payments	\$ -	\$ -	\$ -
Auditing/Misc.	\$ 200.00	\$ -	\$ -
Acct. Closed to O.P New User		\$ 60,956.98	
Total Expenditures	\$ 200.00	\$ 60,956.98	\$ -
Ending Balance	\$ 60,833.00	\$ -	\$ -

Tri Lakes Road #864	Budget	YTD Actual	Proposed Budget
	04/01/08-3/31/09	03/11/09	04/01/09-03/31/10
Opening Balance	\$ 167,830.00	\$ 170,202.00	\$ 181,951.00
Revenue			
Assessments/Tax Levy	\$ 73,663.00	\$ 65,498.00	\$ 69,115.00
Tax Levy-Deing. Fr County	\$ 6,770.00	\$ 6,770.00	\$ 6,637.00
Assessments/Payoffs	\$ -	\$ 4,257.00	
Interest	\$ 3,400.00	\$ 1,700.00	\$ 200.00
Miscellaneous			
Total Revenue	\$ 83,833.00	\$ 78,225.00	\$ 75,952.00
Expenditures			
Bond Payments	\$ 65,657.00	\$ 65,657.00	\$ 62,406.00
Auditing/Misc.	\$ 1,500.00	\$ 819.00	\$ 800.00
Total Expenditures	\$ 67,157.00	\$ 66,476.00	\$ 63,206.00
Ending Balance	\$ 184,506.00	\$ 181,951.00	\$ 194,697.00

Lk Edgewood Phase I #865	Budget	YTD Actual	Proposed Budget
	04/01/08-3/31/09	03/11/09	04/01/09-03/31/10
Opening Balance	\$ 168,543.00	\$ 168,393.00	\$ 94,504.00
Revenue			
Assessments/Tax Levy	\$ 52,784.00	\$ 45,388.00	
Tax Levy-Deing. Fr County	\$ 4,046.00	\$ 4,046.00	\$ 7,396.00
Assessments/Payoffs	\$ -	\$ -	\$ -
Interest	\$ 4,500.00	\$ 706.00	\$ 75.00
Misc/Fr New User Fund			\$ 21,295.00
Total Revenue	\$ 61,330.00	\$ 50,140.00	\$ 28,766.00
Expenditures			
Bond Payments	\$ 123,729.00	\$ 123,729.00	\$ 122,970.00
Auditing/Misc.	\$ 200.00	\$ 300.00	\$ 300.00
Total Expenditures	\$ 123,929.00	\$ 124,029.00	\$ 123,270.00

Final Levy '08

Ending Balance	\$	105,944.00	\$	94,504.00	\$	-
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Genoa Ocoola Sewer I #866	Budget	YTD Actual	Approved Budget
	04/01/08-3/31/09	03/11/09	04/01/09-03/31/10
Opening Balance	\$ 399,757.00	\$ 410,039.00	\$ 300,112.00
Revenue			
Assessments/Tax Levy	\$ 227,140.00	\$ 206,637.00	\$ -
Tax Levy-DeInq. Fr County	\$ 17,524.00	\$ 17,524.00	\$ 12,278.00
Assessments/Payoffs		\$ 3,252.00	
Interest	\$ 1,000.00	\$ 134.00	\$ -
Misc/Fr New User Fund			\$ 23,157.00
Total Revenue	\$ 245,664.00	\$ 227,547.00	\$ 35,435.00
Expenditures			
Bond Payments	\$ 337,274.00	\$ 337,274.00	\$ 335,347.00
Auditing/Misc.	\$ 400.00	\$ 200.00	\$ 200.00
Total Expenditures	\$ 337,674.00	\$ 337,474.00	\$ 335,547.00
Ending Balance	\$ 307,747.00	\$ 300,112.00	\$ -

Final Levy '08

Tri Lakes Sewer #867	Budget	YTD Actual	Proposed Budget
	04/01/08-3/31/09	03/11/09	04/01/09-03/31/10
Opening Balance	\$ 654,378.00	\$ 654,408.00	\$ 646,880.00
Revenue			
Assessments/Tax Levy	\$ 128,199.00	\$ 111,771.00	\$ 122,955.00
Tax Levy-DeInq. Fr County	\$ 13,866.00	\$ 13,866.00	\$ 14,797.00
Assessments/Payoffs		\$ 11,666.00	\$ -
Interest	\$ 25,000.00	\$ 21,041.00	\$ 4,400.00
Miscellaneous	\$ -	\$ -	\$ -
Total Revenue	\$ 167,065.00	\$ 158,344.00	\$ 142,152.00
Expenditures			
Bond Payments	\$ 165,850.00	\$ 165,850.00	\$ 162,750.00
Auditing/Misc.	\$ 100.00	\$ 22.00	\$ 100.00
Total Expenditures	\$ 165,950.00	\$ 165,872.00	\$ 162,850.00
Ending Balance	\$ 655,493.00	\$ 646,880.00	\$ 626,182.00

Genoa Ocoola II Sewer #868	Budget	YTD Actual	Proposed Budget
	04/01/08-3/31/09	03/11/09	04/01/09-03/31/10
Opening Balance	\$ 490,736.00	\$ 490,967.00	\$ 432,619.00
Revenue			
Assessments/Tax Levy	\$ 198,446.00	\$ 172,344.00	\$ 192,414.00
Tax Levy-Deiq. Fr County	\$ 27,344.00	\$ 27,344.00	\$ 24,187.00
Assessments/Payoffs	\$ -	\$ 5,683.00	\$ -
Interest	\$ 20,000.00	\$ 6,495.00	\$ 1,000.00
Miscellaneous			
Total Revenue	\$ 245,790.00	\$ 211,866.00	\$ 217,601.00
Expenditures			
Bond Payments	\$ 285,194.00	\$ 270,014.00	\$ 282,506.00
Auditing/Misc.	\$ 400.00	\$ 200.00	\$ 200.00
Total Expenditures	\$ 285,594.00	\$ 270,214.00	\$ 282,706.00
Ending Balance	\$ 450,932.00	\$ 432,619.00	\$ 367,514.00

Lk Edgewood Phase II #869	Budget	YTD Actual	Proposed Budget
	04/01/08-3/31/09	03/11/08	04/01/09-03/31/10
Opening Balance	\$ 89,443.00	\$ 89,411.00	\$ 80,353.00
Revenue			
Assessments/Tax Levy	\$ 17,848.00	\$ 13,399.00	\$ 16,710.00
Tax Levy-Deing. Fr County	\$ 4,344.00	\$ 4,344.00	\$ 4,449.00
Assessments/Payoffs	\$ -	\$ -	\$ -
Interest	\$ 900.00	\$ 182.00	\$ 120.00
Miscellaneous	\$ -	\$ -	\$ -
Total Revenue	\$ 23,092.00	\$ 17,925.00	\$ 21,279.00
Expenditures			
Bond Payments	\$ 26,983.00	\$ 26,983.00	\$ 25,653.00
Auditing/Misc.	\$ 100.00	\$ -	\$ 100.00
Total Expenditures	\$ 27,083.00	\$ 26,983.00	\$ 25,753.00
Ending Balance	\$ 85,452.00	\$ 80,353.00	\$ 75,879.00

Grand River Widening #870	Budget	YTD Actual	Proposed Budget
	04/01/08-3/31/09	03/11/08	04/01/09-03/31/10
Opening Balance	\$ 134,875.00	\$ 134,890.00	\$ 147,101.00
Revenue			
Assessments/Tax Levy	\$ 107,902.00	\$ 102,061.00	\$ 100,868.00
Tax Levy-Deing. Fr County	\$ 8,741.00	\$ 8,741.00	\$ 5,643.00
Assessments/Payoffs	\$ -	\$ 19,333.00	\$ -
Interest	\$ 750.00	\$ 331.00	\$ 100.00
Total Revenue	\$ 117,393.00	\$ 130,466.00	\$ 106,611.00
Expenditures			
Bond Payments	\$ 117,525.00	\$ 117,525.00	\$ 114,038.00
Auditing/Misc.	\$ 850.00	\$ 730.00	\$ 750.00
Total Expenditures	\$ 118,375.00	\$ 118,255.00	\$ 114,788.00
Ending Balance	\$ 133,893.00	\$ 147,101.00	\$ 138,924.00

LKEdgewood West Water #872	Budget	YTD Actual	Proposed Budget
	04/01/08-3/31/09	03/11/08	04/01/09-03/31/10
Opening Balance	\$ 422,422.00	\$ 422,344.00	\$ 425,777.00
Revenue			
Assessments/Tax Levy	\$ 273,873.00	\$ 199,675.00	\$ 263,624.00
Tax Levy-Delinq. Fr County	\$ 91,050.00	\$ 91,050.00	\$ 71,969.00
Assessments/Payoffs		\$ 2,658.00	
Interest	\$ 4,000.00	\$ 421.00	\$ 300.00
Miscellaneous	\$ -	\$ -	\$ -
Total Revenue	\$ 368,923.00	\$ 293,804.00	\$ 335,893.00
Expenditures			
Bond Payments	\$ 289,871.25	\$ 289,871.00	\$ 280,309.00
Auditing/Misc.	\$ 500.00	\$ 500.00	\$ 500.00
Total Expenditures	\$ 290,371.25	\$ 290,371.00	\$ 280,809.00
Ending Balance	\$ 500,973.75	\$ 425,777.00	\$ 480,861.00

LKEdgewood West Sewer #873	Budget	YTD Actual	Proposed Budget
	04/01/08-3/31/09	03/11/08	04/01/09-03/31/10
Opening Balance	\$ 1,156,164.00	\$ 1,155,917.00	\$ 1,063,541.00
Revenue			
Assessments/Tax Levy	\$ 351,135.00	\$ 294,325.00	\$ 330,262.00
Tax Levy-Delinq. Fr County	\$ 60,553.00	\$ 60,553.00	\$ 48,455.00
Assessments/Payoffs	\$ -	\$ 2,639.00	\$ -
Interest	\$ 10,000.00	\$ 1,253.00	\$ 200.00
Total Revenue	\$ 421,688.00	\$ 358,770.00	\$ 378,917.00
Expenditures			
Bond Payments	\$ 470,898.00	\$ 451,146.00	\$ 436,323.00
Auditing/Misc.	\$ 300.00	\$ -	\$ 300.00
Total Expenditures	\$ 471,198.00	\$ 451,146.00	\$ 436,623.00
Ending Balance	\$ 1,106,654.00	\$ 1,063,541.00	\$ 1,005,835.00

MHOG Plant Expansion #875	Budget	YTD Actual	Proposed Budget
	04/01/08-3/31/09	03/11/08	04/01/09-03/31/10
Opening Balance	\$ 1,006,212.00	\$ 1,006,083.00	\$ 896,709.00
Revenue			
From New User Fund	\$ -	\$ -	\$ -
Interest	\$ 30,000.00	\$ 12,791.00	\$ 3,000.00
Miscellaneous	\$ -	\$ -	\$ -
Total Revenue	\$ 30,000.00	\$ 12,791.00	\$ 3,000.00
Expenditures			
Bond Payments	\$ 123,894.00	\$ 121,808.00	\$ 122,167.00
Auditing/Misc.	\$ 500.00	\$ 357.00	\$ 350.00
Total Expenditures	\$ 124,394.00	\$ 122,165.00	\$ 122,517.00
Ending Balance	\$ 911,818.00	\$ 896,709.00	\$ 777,192.00

G/O Plant Expansion #876	Budget	YTD Actual	Proposed Budget
	04/01/08-3/31/09	03/11/08	04/01/09-03/31/10
Opening Balance	\$ 1,918,644.00	\$ 1,918,516.00	\$ 1,835,850.00
Revenue			
From New User Fund	\$ -	\$ -	\$ -
Interest	\$ 80,000.00	\$ 53,035.00	\$ 18,350.00
Miscellaneous	\$ -	\$ -	\$ -
Total Revenue	\$ 80,000.00	\$ 53,035.00	\$ 18,350.00
Expenditures			
Bond Payments	\$ 135,501.00	\$ 135,501.00	\$ 135,561.00
Auditing/Misc.	\$ 200.00	\$ 200.00	\$ 200.00
Total Expenditures	\$ 135,701.00	\$ 135,701.00	\$ 135,761.00
Ending Balance	\$ 1,862,943.00	\$ 1,835,850.00	\$ 1,718,439.00

MEMORADUM

TO: Township Board

FROM: Mike Archinal 

DATE: 3/13/09

RE: Agenda Item #4

The ten year lease purchase old township hall agreement with the United Way will expire at the end of this month. The original agreement included a reversion clause that stated that should the building be used for anything other than a non-profit business office it would revert back to Township ownership. The United Way has asked that this reversion clause be removed.

I am not so concerned about retaining the, "non-profit" part of this stipulation. I can think of a long list of inappropriate non-profit uses. I am somewhat concerned with waiving the reversion clause altogether. We have enjoyed an excellent relationship with the United Way. Their use of the building is entirely appropriate. I suggest an amendment that continues to restrict the use of the property to business office but removes the non-profit condition.

The Township Attorney will be in attendance to discuss this matter and answer any questions you may have. Please consider the following action:

Moved by _____, supported by _____, to authorize the Township Attorney to draft, and the Clerk and Supervisor to execute, an amendment to the Lease and Option Agreement between Genoa Charter Township and the United Way. The amendment will modify paragraph 22 by removing the condition that the property may only be used for, "non-profit" purposes.

Athena Bacalis, Esq.
Post Office Box 647
Lakeland, Michigan 48143

March 11, 2009

Mr. Richard A. Heikkinen
The Heikkinen Law Firm, P.C.
110 North Michigan Avenue
Howell, Michigan 48843

Re : Genoa Charter Township/
Livingston County United Way
Lease and Option Agreement

Dear Mr. Heikkinen,

Attached please find draft documents in connection with closing on the Genoa Charter Township property that is leased and optioned to the Livingston County United Way (LCUW). Gary McCririe directed Nancy Rosso, executive director of LCUW, to have the United Way attorney prepare papers and forward them to your attention. Here they are!

Nancy related to me that Gary McCririe, Mike Archinal and Piet Lindhout, our outgoing LCUW President, had discussions and reached agreement regarding amendment of the Lease and Option to remove the reversion provisions from the option paragraph. I have drafted the attached Amendment as part of the closing package. For your convenience, I have attached a copy of the original Lease and Option signed in 1999. I have drafted a Notice of Election to Purchase that I expect the new LCUW President, David Rex, to sign and deliver in accordance with the Lease and Option. You will also see that I have attached a draft Warranty Deed for your review. Title work is ordered. The LCUW understands that it will pay its own closing expenses.

Ten years have passed very quickly. I look forward to working with you as we finalize the details of this happy event for the Livingston County United Way.

Sincerely,



Athena Bacalis
(810) 423-8494 cell phone
willetts@chartermi.net

cc: Nancy Rosso

**AMENDMENT TO
LEASE AND OPTION**

THIS AMENDMENT to LEASE AND OPTION is made this _____ day of _____, 2009 by and between GENOA TOWNSHIP, now known as GENOA CHARTER TOWNSHIP, a Michigan municipal corporation, of 2911 Dorr Road, Brighton, Michigan 48116, and the LIVINGSTON COUNTY UNITED WAY, also known as UNITED WAY OF LIVINGSTON COUNTY, a Michigan nonprofit corporation, of 2980 Dorr Road, Brighton, Michigan 48116.

WHEREAS, Genoa Charter Township ("Genoa") and the Livingston County United Way ("the LCUW") entered into a Lease and Option Agreement dated January 28, 1999 which established a ten year lease of the premises commonly known as 2890 Dorr Road, Brighton, Michigan, providing for the payment of the sum of \$ 480,000.00 to Genoa from LCUW in monthly installments commencing April 1, 1999 and continuing through March 31, 2009, with an option to purchase the premises for One Dollar at the end of the term of the lease, and

WHEREAS, the parties have now agreed to amend Paragraph 22 of the Lease and Option Agreement:

NOW THEREFORE, Paragraph 22 of the Lease and Option Agreement dated January 28, 1999 is hereby amended to remove the right of reversion from the option. The following Paragraph 22 replaces and supersedes the original Paragraph 22 in its entirety. The amended and restated Paragraph 22 is as follows:

22. OPTION TO PURCHASE. Lessor hereby gives the Lessee the right and option to purchase the demised premises and all structures and improvements thereon at the end of the term of this lease for the sum of One Dollar. Lessee's notice of election to purchase shall be sufficient if personally delivered to the Genoa Township Clerk or deposited in the mail addressed to the Genoa Township Clerk at or before midnight of the day on which the lease term expires. The Lessor's only obligation is to deliver good and sufficient warranty deed. There shall be no reversionary clauses in the deed. Purchaser shall pay all costs and expenses attendant to closing of the sale.

Witnesseth:

LESSOR:
GENOA CHARTER TOWNSHIP

By: _____
Gary McCririe, Supervisor

By: _____
Paulette A. Skolarus, Clerk

STATE OF MICHIGAN }
 } ss
COUNTY OF LIVINGSTON }

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by Gary McCririe, Supervisor and Paulette A. Skolarus, Clerk of Genoa Charter Township, a Michigan municipal corporation, on behalf of the charter township, with authority to do so.

Notary Public
Livingston County, Michigan
My commission expires:

Witnesseth:

LESSEE:
LIVINGSTON COUNTY UNITED WAY

By: _____
David Rex
Its: President

STATE OF MICHIGAN }
 } ss
COUNTY OF LIVINGSTON }

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by David Rex, President of Livingston County United Way, a Michigan nonprofit corporation, on behalf of the corporation, with authority to do so.

Notary Public
Livingston County, Michigan
My commission expires:

DRAFTED BY and RETURN TO:

Athena Bacalis
Post Office Box 647
Lakeland MI 48143

COPY

LEASE AND OPTION

THIS LEASE is made by and between GENOA TOWNSHIP, a general law township, of 2911 Dorr Road, Brighton, Michigan 48816, hereinafter known as "Lessor", and UNITED WAY OF LIVINGSTON COUNTY, a Michigan Non-Profit Corporation, of 3780 East Grand River, Howell, Michigan 48843, hereinafter known as "Lessee".

1. **DEMISED PREMISES.** The Lessor agrees to let and lease, in consideration of the rent and covenants herein specified to the Lessee, the premises commonly known as 2980 Dorr Road, Brighton, Michigan 48116 and legally described as follows:

Land in the Township of Genoa, Livingston County, Michigan described as a part of the Southeast 1/4 of the Southeast 1/4 of Section 15, T2N-R5E, further described as follows: Beginning at the Southeast corner of said Section 15, running thence North 347.55 feet; thence South 71°56' West 208.95 feet; thence South 57°48' West 225.30 feet to the Right-of-Way line of the C&O Railroad; thence South 48°34' East, along said Right-of-Way line 242.40 feet to the center line of Crooked Lake Road; thence South 89°22' East, 207.70 feet along said centerline to the point of beginning, containing 2.17 acres of land. (* = degrees)
Tax Parcel No. 11-15-400-003

2. **TERMS OF THE LEASE.** Lessor leases to Lessee, and Lessee hires from Lessor, the Premises, on the terms and subject to the conditions contained herein, for the period beginning April 1, 1999 and ending on March 31, 2009. The Lease shall be subject, however, to encumbrances, conditions, covenants, easements and restrictions, whether or not of record, affecting

the Premises, to such matters as might be disclosed by inspection or survey, and to zoning ordinances, other laws and municipal ordinances and state and federal laws, rules and regulations.

3. **RENTAL.** Lessee shall pay to Lessor as rent, in the manner and upon the conditions hereinafter set forth, the sum of **FOUR HUNDRED EIGHTY THOUSAND and 00/100 (\$480,000.00) Dollars**, in monthly installments during the term of the lease. Said rent shall be payable monthly in advance, the first such installment being due April 1, 1999. Installment payments of rent for the first two years during the term of the lease shall be in the amount of \$3,000.00 per month. Installment payments of rent for the last eight years of the lease term shall be in the amount of \$4,250.00 per month.

4. **USE OF PREMISES.** Lessee agrees to use said Premises for uses associated with a business office.

5. **CONDITION OF PREMISES AT TIME OF LEASE.** The Lessee further acknowledges that it has examined the building satisfied with the condition of the same. The Lessor agrees to make and pay for the roof repairs now contemplated by it. However, it shall have no duty to make any further repairs.

6. **MAINTENANCE AND REPAIR OF PREMISES BY LESSEE.** Lessee agrees to make any and all repairs to the premises including but not limited to the building and its mechanical systems, parking and driveway areas, well and septic disposal system.

7. **ALTERATIONS AND ADDITIONS.** Lessee may not make any alterations in the leased Premises, which weaken the structural

integrity of the building. The building may not be expanded without the written permission of the Lessor.

8. CARE OF PREMISES BY LESSEE. The Lessee shall not perform any acts or carry on any practices which may damage the building. The Lessee shall, at its own expense, under penalty of forfeiture and damages, promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, county, state and federal authorities affecting the Premises hereby leased including, but not limited to, the cleanliness, safety, occupation and use of same.

9. ACCESS TO PREMISES. The Lessor shall have the right to enter upon the leased Premises at all reasonable hours for the purpose of inspecting the same. If the Lessor deems any repairs necessary and if the duty to repair is that of the Lessee, Lessor may demand that the Lessee make the same and if the Lessee refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Lessor may make or cause to be made such repairs and shall not be responsible to the Lessee for any loss or damage that may accrue to its stock or business by reason thereof, and if the Lessor makes or causes to be made such repairs, the Lessee agrees that it will forthwith on demand pay to the Lessor the cost thereof with interest at seven per cent (7%) per annum, and if it shall make default in such payment, the Lessor shall have the remedies provided in Paragraph 18 thereof. Lessor and its agents shall have the right to enter

upon the leased Premises at all reasonable hours for the purpose of making such repairs.

10. **INSURANCE.** The Lessor shall insure the premises, including all buildings and improvements, for the replacement cost of the buildings and improvements excluding landscaping, blacktopping, foundation and excavation costs as determined by Lessor, annually, against loss or damage under a policy or policies of fire and extended coverage insurance, including additional perils. The Lessee shall obtain and maintain in full force general liability and property damage insurance with coverage of not less than \$500,000.00 for injury or death to any one person, \$1,000,000.00 for injury or death to more than one person, and \$300,000.00 for property damage, covering all claims for injuries to persons occurring on or around the premises. The Lessor must approve the amount and the issuing company of the insurance. The Lessee shall give the Lessor customary insurance certifications evidencing that the insurance is in effect during the term of the lease. All policies must also provide for notice by the insurance company to the Lessor of any termination or cancellation of a policy at least 30 days in advance. All policies shall name both the Lessee and the Lessor as insured parties.

11. **LOSS OR DAMAGE TO PERSONAL PROPERTY.** Lessor shall not be liable for any damage to fixtures, supplies, merchandise, inventory, furniture, or equipment or any other personal property owned by Lessee which shall be caused by fire, other natural hazards.

12. **DESTRUCTION OF THE PREMISES.** If the premises are partially damaged or destroyed through no fault of the Lessee, the Lessor shall be obligated to use only the insurance proceeds to restore the premises. If the proceeds are insufficient to replace the building then the Lessee shall be responsible to pay the remainder of the sums necessary to restore the building to a similar condition as existed prior to the occurrence. If the premises are partially damaged, rent shall not abate in whole or in part during the period of restoration.

13. **MUTUAL RELEASES.** The Lessor and the Lessee, and all parties claiming under them, release each other from all claims and liabilities arising from or caused by any hazards covered by insurance on the leased premises or covered by insurance in connection with property or activities on the premises, regardless of the cause of the damage or loss. The Lessor and the Lessee shall each include appropriate clauses waiving subrogation against the other party, consistent with the mutual releases in this provision, in their insurance policies on the premises.

14. **REAL ESTATE TAXES.** The real estate is owned by Genoa Township and no real estate taxes are assessed to the premises.

15. **SIGNS.** Lessee shall have the right to erect, affix or display on the exterior or interior walls, doors and windows of the building on the leased premises, any sign or signs advertising its business subject to the regulations of the ordinances of Genoa Township.

16. **ASSIGNMENT.** The Lessee covenants not to assign or transfer this Lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Lessor. Lessor shall not unreasonably withhold permission to Lessee to sublet a portion of the demised premises for business offices, only. Any assignment, transfer, hypothecation, mortgage or subletting without said written consent shall give the Lessor the right to terminate its Lease and to re-enter and repossess the leased premises.

17. **BANKRUPTCY AND INSOLVENCY.** The Lessee agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Lessee shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Lessee, or if any assignment shall be made of the Lessee's property for the benefit of creditors, this Lease may be cancelled at the option of the Lessor.

18. **LESSEE TO INDEMNIFY.** The Lessee agrees to indemnify and hold harmless the Lessor from any liability for damages to any person or property in, on/or about said leased premises from any cause whatsoever; and the Lessee will procure and keep in effect during the term hereof, public liability insurance, with limits acceptable to Lessor, for property damage, bodily injury or death. Such policies shall name Lessor as an additional insured and shall be underwritten by a carrier and with such other terms and conditions as Lessor shall approve. Prior to the

beginning of occupancy the Lessee shall supply a certificate of insurance to Lessor.

19. UTILITIES. The Lessee will pay 100% of all charges made against said leased premises for natural gas, electricity, and any other available public utilities during the continuance of this Lease, as the same shall become due.

20. RE-ENTRY. In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Lessor, to re-enter and, repossess the said premises and the Lessee and each and every occupant to remove and put out providing Lessor proceeds in accordance with statutes of the State of Michigan, as made and provided. In case the Lessor shall recover possession of the leased premises, the Lessor may, but shall not be required to remove the property of the Lessee and store the same at the Lessee's expense, or it may dispose of said property, and the Lessee agrees that in no respect shall the Lessor be responsible in damages for any action in entering said premises or removing and disposing of Lessee's property, with or without process of law.

21. QUIET ENJOYMENT. The Lessor covenants that the said Lessee, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

22. OPTION TO PURCHASE AND RIGHT OF REVERSION. Lessor hereby gives the Lessee the right and option to purchase the

demised premises and all structures and improvements thereon at the end of the term of this lease for the sum of One Dollar. Lessee's notice of election to purchase shall be sufficient if personally delivered to the Genoa Township Clerk or deposited in the mail addressed to the Genoa Township Clerk at or before midnight of the day on which the lease term expires. The Lessor's only obligation is to deliver good and sufficient warranty deed with reversionary clauses as hereafter described. Purchaser shall pay all costs and expenses attendant to closing of the sale. The conveyance shall be subject to conditions subsequent which shall provide divestment upon the happening of either of the conditions. The estate granted to the Lessee shall be in fee simple providing that the Lessee continues to use the property primarily as business offices for fund raising for the United Way of Livingston County (or the successor organization to United Way of Livingston County that is engaged in substantially similar fund raising activities for gift giving to other non-profit organizations) and (b) Lessee does not at any time after obtaining fee title convey the title of the subject property to a third party. Should Lessee cease to use the property as business offices for its fund raising or convey title then Lessor shall have the power to terminate the estate so created and re-enter the property.

23. **REMEDIES NOT EXCLUSIVE.** It is agreed that each and every of the rights, remedies and benefits provided in this Lease shall be cumulative, and shall not be exclusive of any other said rights, remedies and benefits allowed by law.

24. WAIVER. One or more waivers of any covenant or condition by the Lessor shall not be construed as a waiver of a further breach of the same covenant or condition.

25. BINDING EFFECT. The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.

26. EFFECTIVE DATE. The parties agree that this lease is effective April 1, 1999.

Dated this 28th day of January, 1999.

Witnesseth:

LESSOR:
GENOA TOWNSHIP

Richard A. Heikkinen
Richard A. Heikkinen

By: Robert R. Murray
Robert R. Murray
Its Supervisor

Nancy A. Bogardus
Nancy A. Bogardus

By: Paulette A. Skolarus
Paulette A. Skolarus
Its Clerk

STATE OF MICHIGAN]
]es
COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this 28th day of January, 1999, by Robert R. Murray, Supervisor and Paulette A. Skolarus, Clerk of Genoa Township, a general law township, on behalf of the township, with authority to do so.

Nancy A. Bogardus
Nancy A. Bogardus
Notary Public
Livingston County, Michigan
My commission expires: 6/26/99

Witnesseth:

LESSEE:
UNITED WAY OF LIVINGSTON COUNTY

Richard A. Heikkinen
Richard A. Heikkinen

By: *Dennis P. Gehringer*
Dennis P. Gehringer
Its President

Nancy A. Bogardus
Nancy A. Bogardus

STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this 28th day of January, 1999, by Dennis P. Gehringer, President of United Way of Livingston County, a Michigan Non-Profit Corporation, on behalf of the corporation, with authority to do so.

Richard A. Heikkinen
Richard A. Heikkinen
Notary Public
Livingston County, Michigan
My commission expires: 10/24/2001

DRAFTED BY and RETURN TO:

Richard A. Heikkinen
THE HEIKKINEN LAW FIRM, P.C.
110 North Michigan Avenue
Howell MI 48843

**AMENDMENT TO
LEASE AND OPTION**

THIS AMENDMENT to LEASE AND OPTION is made this _____ day of _____, 2009 by and between GENOA TOWNSHIP, now known as GENOA CHARTER TOWNSHIP, a Michigan municipal corporation, of 2911 Dorr Road, Brighton, Michigan 48116, and the LIVINGSTON COUNTY UNITED WAY, also known as UNITED WAY OF LIVINGSTON COUNTY, a Michigan nonprofit corporation, of 2980 Dorr Road, Brighton, Michigan 48116.

WHEREAS, Genoa Charter Township ("Genoa") and the Livingston County United Way ("the LCUW") entered into a Lease and Option Agreement dated January 28, 1999 which established a ten year lease of the premises commonly known as 2890 Dorr Road, Brighton, Michigan, providing for the payment of the sum of \$ 480,000.00 to Genoa from LCUW in monthly installments commencing April 1, 1999 and continuing through March 31, 2009, with an option to purchase the premises for One Dollar at the end of the term of the lease, and

WHEREAS, the parties have now agreed to amend Paragraph 22 of the Lease and Option Agreement:

NOW THEREFORE, Paragraph 22 of the Lease and Option Agreement dated January 28, 1999 is hereby amended to remove the right of reversion from the option. The following Paragraph 22 replaces and supersedes the original Paragraph 22 in its entirety. The amended and restated Paragraph 22 is as follows:

22. OPTION TO PURCHASE. Lessor hereby gives the Lessee the right and option to purchase the demised premises and all structures and improvements thereon at the end of the term of this lease for the sum of One Dollar. Lessee's notice of election to purchase shall be sufficient if personally delivered to the Genoa Township Clerk or deposited in the mail addressed to the Genoa Township Clerk at or before midnight of the day on which the lease term expires. The Lessor's only obligation is to deliver good and sufficient warranty deed. There shall be no reversionary clauses in the deed. Purchaser shall pay all costs and expenses attendant to closing of the sale.

Witnesseth:

LESSOR:
GENOA CHARTER TOWNSHIP

By: _____
Gary McCrie, Supervisor

By: _____
Paulette A. Skolarus, Clerk

STATE OF MICHIGAN }
 } ss
COUNTY OF LIVINGSTON }

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Gary McCririe, Supervisor and Paulette A. Skolarus, Clerk of Genoa Charter Township, a Michigan municipal corporation, on behalf of the charter township, with authority to do so.

Notary Public
Livingston County, Michigan
My commission expires:

Witnesseth:

LESSEE:
LIVINGSTON COUNTY UNITED WAY

By: _____
David Rex
Its: President

STATE OF MICHIGAN }
 } ss
COUNTY OF LIVINGSTON }

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by David Rex, President of Livingston County United Way, a Michigan nonprofit corporation, on behalf of the corporation, with authority to do so.

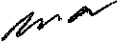
Notary Public
Livingston County, Michigan
My commission expires:

DRAFTED BY and RETURN TO:

Athena Bacalis
Post Office Box 647
Lakeland MI 48143

MEMORADUM

TO: Township Board

FROM: Mike Archinal 

DATE: 3/13/09

RE: Agenda Item #5
Golf Club Road Crushed Limestone Installation

Attached you will find a three-party agreement between Genoa Township, Oceola Township and Fonson Construction for the installation of approximately 15,840 LF of 23A crushed limestone on Golf Club Road between Hughes and Hacker. Golf Club is the jurisdictional boundary between Genoa and Oceola so the costs will be split evenly between the two. The agreement is for a time and materials contract. The estimate is for \$436,490. Genoa's share will be approximately \$218,245. Please consider the following action:

Moved by _____, supported by _____, to approved the agreement with Oceola Township and Fonson Construction for the installation of 15,840 LF of 23 A crushed limestone on Golf Club Road as presented.

STANDARD SHORT FORM AGREEMENT BETWEEN OWNER AND CONTRACTOR

(Where the Contract Price is a Lump Sum)

This Agreement is made this 11th day of March, 2009, by and between

OWNER,

Genoa Township
Oceola Township
2911 Dorr Road
Brighton, MI 48116

And

CONTRACTOR,

Fonson, Inc.
7644 Whitmore Lake Road
Brighton, MI 48116

PROJECT: 2009 Golf Club Road Improvements

ARCHITECT/ENGINEER:

Livingston County Road Commission
3535 Grand Oaks Drive
Howell, MI 48843-8575

1. **THE WORK** Fonson, Inc. shall furnish construction administration and management services and use Fonson, Inc.'s diligent efforts to perform the Work in an expeditious manner consistent with the Contract Documents. Fonson, Inc. shall provide all labor, materials, equipment and services necessary to complete the Work, as described in Exhibit A, all of which shall be provided in full accord with and reasonable inferable from the Contract Documents as being necessary to produce the indicated results.

2. **CONTRACT PRICE** As full compensation for performance by Fonson, Inc. of the Work, Genoa Township and Oceola Township shall pay Fonson, Inc. per the T & M Billings submitted. The estimated Contract price is Four Hundred Thirty-six Thousand Four Hundred and Ninety Dollars (\$436,490.00). The estimated contract price is hereinafter referred to as the Contract Price, which shall be subject to increase or decrease as provided in this Agreement.

3. **EXHIBITS** The following Exhibits are incorporated by reference and made part of this Agreement:

EXHIBIT A: The Work, 01 pages. (Base Bid Summary as Submitted on 02/19/09)

EXHIBIT C: Progress Schedule, 0 pages.

EXHIBIT D: Alternates and Unit Prices, include dates when alternates and unit prices no longer apply, 01 pages. (Refer to Exhibit 'A')

4. **ETHICS** Genoa Township and Oceola Township and Fonson, Inc. shall perform their obligations with integrity, ensuring at a minimum that: a) Conflicts of interest shall be avoided or disclosed promptly to the other Party; and b) Fonson, Inc., Genoa Township and Oceola Township warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents,

officers and employees, Subcontractors or others for whom they may be liable, to secure preferential treatment.

5. CONTRACTOR'S RESPONSIBILITIES Fonson, Inc. shall be responsible for supervision and coordination of the Work, including the construction means, methods, techniques, sequences and procedures utilized, unless the Contract Documents give other specific instructions.

5.1 Except for permits and fees that are the responsibility of Genoa Township and Oceola Township pursuant to this Agreement, Fonson, Inc. shall obtain and pay for all necessary permits, licenses and renewals pertaining to the Work.

5.2 Fonson, Inc. shall pay all applicable taxes legally enacted when bids are received or negotiations concluded for the Work provided by Fonson, Inc.

5.3 In the event that Genoa Township and Oceola Township elects to perform work at the Worksite directly or by others retained by Genoa Township and Oceola Township, Fonson, Inc. and Genoa Township and Oceola Township shall coordinate the activities of all forces at the Worksite and shall agree upon fair and reasonable schedules and operational procedures for Worksite activities. Genoa Township and Oceola Township shall require each separate contractor to cooperate with Fonson, Inc. and assist with the coordination of activities and the review of construction schedules and operations. The Contract Price and Contract Time shall be equitably adjusted, as mutually agreed by the Parties, for changes made necessary by the coordination of construction activities, and construction schedule shall be revised accordingly.

5.4 In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to commencing the Work, Fonson, Inc. shall examine and compare the drawings and specifications with information furnished by Genoa Township and Oceola Township pursuant to Paragraph 6.2; relevant field measurements made by Fonson, Inc.; and any visible conditions at the Worksite affecting the Work.

5.5 WARRANTY

5.5.1 The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. Fonson, Inc. warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Fonson, Inc. further warrants that the work will be free from material defects not intrinsic in design or materials required in the Contract Documents. Fonson, Inc.'s warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Genoa and Oceola Township or others retained by Genoa and Oceola Township, or abuse.

5.5.2 If, prior to the Date of Substantial Completion and within one year after the date of Substantial Completion of the Work, any portion of the Work is found to be not in conformance with the Contract Documents ("Defective Work"), Genoa Township and Oceola Township shall promptly notify Fonson, Inc. in writing. Unless Genoa Township and Oceola Township provide written acceptance of the condition, Fonson, Inc. shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible.

5.6 SAFETY Fonson, Inc. shall have overall responsibility for safety precautions and programs in the performance of the Work, except that Fonson, Inc.'s subcontractors shall also be responsible for the safety of persons or property in the performance of their work, and for compliance with the provisions of applicable laws and regulations. Fonson, Inc. shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite; materials and equipment stored at on-site or off-site locations for use in the Work; and property located at the site and adjacent to Work areas, whether or not the property is part of the Work.

5.7 HAZARDOUS MATERIALS A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal and/or clean-up. Fonson, Inc. shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, or rendered or determined to be harmless by Genoa Township and Oceola Township as certified by an independent testing laboratory and approved by the appropriate government agency. If Fonson, Inc. incurs additional costs and/or is delayed due to the presence or remediation of Hazardous Material, Fonson, Inc. shall be entitled to an equitable adjustment in the Contract Price and/or the Contract Time.

5.8 MATERIALS BROUGHT TO THE WORKSITE Fonson, Inc. shall be responsible for the proper delivery, handling, application, storage, removal and disposal of all materials and substances brought to the Worksite by Fonson, Inc. in accordance with the Contract Documents and used or consumed in the performance of the Work.

5.9 SUBMITTALS Fonson, Inc. shall submit to Genoa and Oceola Townships and, if directed, to their Engineer (LCRC) for review and approval all shop drawings, samples, product data and similar submittals required by the Contract Documents. Submittals may be submitted in electronic form if required in accordance with ConsensusDOCS 200.2 and Paragraph 6.4. Fonson, Inc. shall be responsible to Genoa Township and Oceola Township for the accuracy and conformity of its submittals to the Contract Documents. Fonson, Inc. shall prepare and deliver its submittals to Genoa Township and Oceola Township in a manner consistent with the Schedule of the Work and in such a time and sequence so as not to delay the performance of the Work or the work of Genoa Township and Oceola Township and others retained by them. When Fonson, Inc. delivers its submittals to Genoa and Oceola Townships, Fonson, Inc. shall identify in writing for each submittal all changes, deviations or substitutions from the requirements of the Contract Documents. The approval of any Fonson, Inc. submittal shall not be deemed to authorize deviations, substitutions or changes in the requirements of the Contract Documents unless express written approval is obtained from Genoa Township and Oceola Township specifically authorizing such deviation, substitution or change. Further, Genoa Township and Oceola Township shall not make any change, deviation or substitution through the submittal process without specifically identifying and authorizing such deviation to Fonson, Inc. Genoa Township and Oceola Township shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay. Fonson, Inc. shall perform all Work strictly in accordance with approved submittals. Genoa Township and Oceola Township's approval does not relieve Fonson, Inc. from responsibility for Defective Work resulting from errors or omissions of any kind on the approved Shop Drawings.

5.10 SITE CONDITIONS If the conditions at the Worksite are (a) subsurface or other physical conditions which are materially different from those indicated in the Contract Documents, or (b) unusual or unknown physical conditions which are materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Fonson, Inc. shall stop Work and give immediate written notice of the condition to Genoa Township, Oceola Township and the Engineer (LCRC). Fonson, Inc. shall not be required to perform any work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price and/or Contract Time as a result of the unknown condition shall be made by Change Order.

5.11 CUTTING, FITTING AND PATCHING Fonson, Inc. shall perform cutting, fitting and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Genoa Township and Oceola Township or others retained by them.

5.12 CLEANING UP Fonson, Inc. shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, Fonson, Inc. shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. Fonson, Inc. shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Fonson, Inc. shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials and debris.

6. OWNER'S RESPONSIBILITIES Any information or services to be provided by Genoa Township shall be provided in a timely manner so as not to delay the Work.

6.1 FINANCIAL INFORMATION Prior to commencement of the Work and thereafter at the written request of Fonson, Inc., Genoa Township and Oceola Township shall provide Fonson, Inc. with evidence of Project financing. Evidence of such financing shall be a condition precedent to Fonson, Inc.'s commencing or continuing the Work. Fonson, Inc. shall be notified prior to any material change in Project financing.

6.2 WORKSITE INFORMATION – Genoa Township shall provide at Genoa Township's expense and with reasonable promptness the following, which Fonson, Inc. shall be entitled to rely upon for its accuracy and completeness:

6.2.1 Information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface and environmental studies, reports and investigations;

6.2.2 Tests, inspections and other reports dealing with environmental matters, hazardous material and other existing conditions, including structural, mechanical and chemical tests required by the Contract Documents or by law; and

6.2.3 Any other information or services requested in writing by Fonson, Inc. that are relevant to Fonson, Inc.'s performance of the Work and under Genoa Township and Oceola Township's control.

The information required by this Paragraph shall be provided in reasonable detail. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, allies, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by Fonson, Inc. in laying out the Work.

6.3 BUILDING PERMIT, FEES AND APPROVALS Except for those required of Fonson, Inc. pursuant to this Agreement, Genoa Township and Oceola Township shall secure and pay for all other permits, approvals, easements, assessments and fees required for the development, construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

6.4 ELECTRONIC DOCUMENTS If Genoa Township or Oceola Township requires that the Township's Engineer (LCRC) and Fonson, Inc. exchange documents and data in electronic or digital form, prior to any such exchange, the Genoa Township, Engineer (LCRC) and Fonson, Inc. shall agree on a written protocol governing all exchanges in ConsensusDOCS 200.2 or a separate Agreement.

7. SUBCONTRACTS Work not performed by Fonson, Inc. with its own forces shall be performed by subcontractors. Fonson, Inc. agrees to bind every subcontractor and material supplier (and require every subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's and material supplier's portions of the Work.

8. CONTRACT TIME

8.1 DATE OF COMMENCEMENT The Date of Commencement is the date of this Agreement as first written on page one of this Agreement, unless otherwise set forth below:

8.2 TIME Substantial Completion of the Work shall be achieved in One Hundred Twenty (120) Days from the Date of Commencement. Unless otherwise specified in the Certificate of Substantial Completion, the Work shall be finally complete within Thirty (30) Days after the date of Substantial Completion, subject to adjustments as provided for the Contract Documents. Time limits stated above are of the essence of the Agreement.

10. DELAYS AND EXTENSIONS OF TIME

10.1 If Fonson, Inc. is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Fonson, Inc., Fonson, Inc. shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of the Fonson, Inc. include, but are not limited to, the following: acts or omissions of the Genoa Township and the Oceola Township, the Engineer (LCRC) or Others; changes in the Work or the sequencing of the Work ordered by the Genoa Township and the Oceola Township, or arising from decisions of the Genoa Township and the Oceola Township that impact the time of performance of the Work; transportation delays not reasonably foreseeable; labor disputes not involving Fonson, Inc.; general labor disputes impacting the Project but not specifically related to the Worksite; fire; terrorism, epidemics, adverse governmental actions, unavoidable accidents or circumstances; adverse weather conditions not reasonably anticipated; encountering Hazardous Materials; concealed or unknown conditions; delay authorized by the Genoa Township and Oceola Township pending dispute resolution. Fonson, Inc. shall process any requests for equitable extensions of Contract Time in accordance with the Provisions of Paragraph 12.

10.2 In addition, if Fonson, Inc. incurs additional costs as a result of a delay that is caused by acts or omissions of the Genoa Township and Oceola Township, the Engineer (LCRC) or Others, changes in the Work or the sequencing of the Work ordered by the Genoa Township and Oceola Township, or arising from decisions of Genoa Township and the Oceola Township that impact the time of performance of the Work, encountering Hazard Materials, or concealed or unknown conditions, delay authorized by Genoa Township and Oceola Township pending dispute resolution, Fonson, Inc. shall be entitled to an equitable adjustment in the Contract Price subject to Paragraph 12.

10.3 In the event delays to the Work are encountered for any reason, Fonson, Inc. shall provide prompt written notice to Genoa Township and Oceola Township of the cause of such delays after Fonson, Inc. first recognizes the delay. Genoa Township, Oceola Township and Fonson, Inc. agree to undertake reasonable steps to mitigate the effect of such delays.

10.4 NOTICE OF DELAY CLAIMS If Fonson, Inc. requests an equitable extension of Contract Time and/or an equitable adjustment in Contract Price as a result of a delay, Fonson, Inc. shall give Genoa Township and Oceola Township written notice of claim. If Fonson, Inc. causes delay in the completion of the Work, Genoa Township and Oceola Township shall be entitled to recover its additional costs, subject to the mutual waiver of consequential damages herein.

11. ALLOWANCES All allowances stated in the Contract Documents shall be included in the Contract Price. While Genoa Township and Oceola Township may direct the amounts of, and particular material suppliers or subcontractors for, specific allowance items, if Fonson, Inc. reasonably objects to a material supplier or subcontractor, it shall not be required to contract with them. Genoa Township and Oceola Township shall select allowance items in a timely manner so as not to delay the Work. Allowances shall include the cost of materials and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. Fonson, Inc.'s overhead and profit for the allowances shall be included in the Contract Price, but not in the allowances. The Contract Price shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

12. CHANGES

12.1 Fonson, Inc. may request and/or Genoa Township and Oceola Township may order changes in the Work or the timing or sequencing of performance of the Work that impacts the Contract Price or the Contract Time. All such changes in the Work that affect Contract Time or Contract Price shall be formalized in a Change Order.

12.2 Genoa Township, Oceola Township and Fonson, Inc. shall negotiate in good faith an appropriate adjustment to the Contract Price and/or the Contract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Prices and/or Contract Time shall not be unreasonable withheld.

12.3 COST OR CREDIT DETERMINATION

12.3.1 An increase or decrease in the Contract Price and/or the Contract Time resulting from a change in the Work shall be determined by one or more of the following methods:

12.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

12.3.1.2 a mutually accepted, itemized lump sum;

12.3.1.3 costs calculated on a basis agreed upon by Genoa Township, Oceola Township and Fonson, Inc. plus a fee (either a lump sum or a fee based on a percentage of cost) to which they agree; or

12.4 UNIT PRICES If unit prices are included in the Contract Documents or are subsequently agreed to by the Parties, but the character or quality of such unit price items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to Genoa Township, Oceola Township or Fonson, Inc. such unit prices shall be equitably adjusted.

12.5 PERFORMANCE OF CHANGED WORK Fonson, Inc. shall not be obligated to perform Changed Work until a Change Order has been executed by Genoa Township, Oceola Township and Fonson, Inc.

13. PAYMENT

13.1 SCHEDULE OF VALUES Within twenty-one (21) Day from the date of execution of this Agreement, Fonson, Inc. shall prepare and submit to Genoa Township and Oceola Township, and if directed, its Engineer (LCRC), a schedule of values apportioned to the various divisions or phrases of the Work. Each line item contained in the schedule of values shall be assigned a monetary price such that the total of all items shall equal the Contract Price.

13.2 PROGRESS PAYMENTS Fonson, Inc. shall submit to Genoa Township and Oceola Township and, if directed, its Engineer (LCRC) a monthly application for payment no later than the first Day of the calendar month for the preceding thirty (30) Days, Fonson, Inc.'s applications for payment shall be itemized and supported by Fonson, Inc.'s schedule of values and any other substantiating data as required by this Agreement. Payment applications shall include payment requests on account of properly authorized Change Orders. Genoa Township and Oceola Township shall pay the amount otherwise due on any payment application, less any amounts as set forth below, no later than twenty (30) Days after Fonson, Inc. has submitted a complete and accurate payment application. Genoa Township and Oceloa Township may deduct, from any process payment, such amounts as may be retained pursuant to Paragraph 13.4.

13.3 RETAINAGE From each progress payment made prior payment to Substantial Completion Genoa Township and Oceola Township may retain zero percent (0%) of the amount otherwise due after deduction of any amounts as provided in Paragraph 13.4 of this agreement.

13.4 ADJUSTMENT OF CONTRACTOR'S PAYMENT APPLICATION Genoa Township and Oceola Township may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Genoa Township and Oceola Township from loss or damage based upon the following, to the extent that Fonson, Inc. is responsible for such under this Agreement:

13.4.1 Fonson, Inc.'s repeated failure to perform the Work as required by the Contract Documents;

13.4.2 loss or damage arising out of or relation to this Agreement and caused by Fonson, Inc. to Genoa Township and Oceola Township or to others retained by Genoa Township and Oceola Township to whom Genoa Township and Oceola Township may be liable

13.4.3 Fonson, Inc.'s failure to properly pay Subcontractors for labor, materials or equipment furnished in connection with the Work following receipt of such payment from Genoa Township and Oceola Township;

13.4.4 defective Work not corrected in a timely fashion;

13.4.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed within the Contract Time, and

13.4.6 reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work.

No later than seven (7) Days after receipt of an application for payment, Genoa Township and Oceola Township shall give written notice to Fonson, Inc. disapproving or nullifying it or a portion of it, specifying the reasons for the disapproval or nullification. When the above reasons for disapproving or nullifying an application for payment are removed, payment shall be made for the amounts previously withheld.

13.5 PAYMENT DELAY If for any reason not the fault of Fonson, Inc., Fonson, Inc. does not receive a progress payment from Genoa Township and Oceola Township within seven (7) Days after the time such payment is due, Fonson, Inc., upon giving seven (7) Days' written notice to Genoa Township and Oceola Township, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Fonson, Inc. has been received. The Contract Price and Contract Time shall be equitably adjusted by Change Order for reasonable cost and delay resulting from shutdown, delay and start-up.

13.6 SUBSTANTIAL COMPLETION When Substantial Completion of the Work or a designated portion thereof is achieved, Fonson, Inc. shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, and the respective responsibilities of Genoa Township, Oceola Township and Fonson, Inc. for interim items such as security, maintenance, utilities, insurance and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Fonson, Inc. to Genoa Township and Oceola Township for written acceptance of responsibilities assigned in the Certificate. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

13.6.1 Upon acceptance by Genoa Township and Oceola Township of the Certificate of Substantial Completion, Genoa Township and Oceola Township shall pay to Fonson, Inc. the remaining retainage held by Genoa Township and Oceola Township for the Work described in the Certificate of Substantial Completion less a sum equal to two hundred percent (200%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by Genoa Township, Oceola Township and Fonson, Inc. as necessary to achieve final completion. Uncompleted items shall be completed by Fonson, Inc. in a mutually agreed time frame. Genoa Township and Oceola Township shall pay Fonson, Inc. monthly the amount retained for unfinished items as each item is completed.

13.7 FINAL COMPLETION When final completion has been achieved, Fonson, Inc. shall prepare for Genoa Township and Oceola Township's acceptance a final application for payment stating that to the best of Fonson, Inc.'s knowledge, and based on Genoa Township and Oceola Township's inspections, the Work has reached final completion in accordance with the Contract Documents.

13.7.1 Final payment of the balance of the Contract Price shall be made to Fonson, Inc. within twenty (20) Days after Fonson, Inc. has submitted to the Genoa Township and Oceola Township a complete and accurate application for final payment and the following submissions:

13.7.1.1 an affidavit declaring any indebtedness connected with the Work, e.g. payrolls or invoices for materials or equipment, to have been paid, satisfied or to be paid with the proceeds of final payment, so as not to encumber Genoa Township and Oceola Township's property;

13.7.1.2 as-built drawings, manuals, copies of warranties and all other close-out documents required by the Contract Documents;

13.7.1.3 release of any liens, conditioned on final payment being received;

13.7.1.4 consent of any surety, if applicable; and

13.7.1.5 a report of any accidents or injuries experienced by Fonson, Inc. or its Subcontractors at the Worksite.

13.8 Claims not reserved in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work and latent defects.

13.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the prime rate prevailing at the place of the Project.

14. INDEMNITY

14.1 To the fullest extent permitted by law, Fonson, Inc. shall indemnify and hold harmless Genoa Township and Oceola Township, their officers, directors, members, consultants, agents and employees and the Engineer (LCRC) (the indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property insured under Paragraph 15.2, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work to the extent caused by the negligent acts or omissions of the Fonson, Inc., subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Fonson, Inc. shall be entitled to reimbursement of any defense costs paid above Fonson, Inc.'s percentage of liability for the underlying claim to the extent provided under Paragraph 14.2.

14.2 To the fullest extent permitted by law, Genoa Township and Oceola Township shall indemnify and hold harmless Fonson, Inc., its officers, directors or members, subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured under Paragraph 15.2, including reasonable attorney's fees, costs and expenses, that may arise from the performance of work by Genoa Township and Oceola Township, Engineer (LCRC) or others retained by Genoa Township and Oceola Township, but only to the extent of the negligent act or omissions of Genoa Township and Oceola Township, Engineer (LCRC) or others retained by Genoa Township and Oceola Township. The Genoa Township and Oceola Township shall be entitled to reimbursement of any defense costs paid above Genoa Township and Oceola Township's percentage of liability for the underlying claim to the extent provided under Paragraph 14.1.

14.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of the Fonson, Inc. anyone directly or indirectly employed by the Fonson, Inc. or anyone for whose acts Fonson, Inc. may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Fonson, Inc. under Workers' Compensation acts, disability benefit acts or other employment benefit acts.

15. INSURANCE

15.1 Prior to the start of the Work, Fonson, Inc. shall procure and maintain in force Workers Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. If requested, Fonson, Inc. shall provide Genoa Township and Oceola Township with certificates of the insurance coverage required. Fonson, Inc.'s Employers' Liability, Business Automobile Liability, and Commercial General Liability policies, as required in this Paragraph 2, shall be written with at least the following limits of liability:

15.1.1 Employers' Liability Insurance

a. \$500,000.00

Bodily Injury by Accident

Each Accident

b. \$1,000,000.00

Bodily Injury by Disease

Policy Limit

c. \$500,000.00

Bodily Injury by Disease

Each Employee

15.1.2 Business Automobile Liability Insurance

a. \$1,000,000.00

Each Accident

15.1.3 Commercial General Liability Insurance

a. \$1,000,000.00

Each Occurrence

b. \$1,000,000.00

General Aggregate

c. \$2,000,000.00

Products/Completed

Operations Aggregate

d. \$2,000,000.00

Personal and Advertising

Injury Limit \$1,000,000.00

15.2 Employers' Liability, Business Automobile Liability and Commercial General Liability coverage required under Paragraph 1 may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies. Fonson, Inc. shall maintain in effect all insurance coverage required under Paragraph 15.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Fonson, Inc. fails to obtain or maintain any insurance coverage required under this Agreement, Genoa Township and Oceola Township may purchase such coverage and charges the expense to the Fonson, Inc., or terminate this Agreement. The policies of insurance required under Subparagraph 15.1 shall contain a provision that the coverage afforded under the policies shall not be cancelled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Genoa Township and Oceola Township. Fonson, Inc. shall maintain completed operations liability insurance for one year after acceptance of the Work, Substantial Completion of the Project, or to the time required by Contract Documents, whichever is longer. Prior to commencement of the Work, Fonson, Inc. shall furnish Genoa Township and Oceola Township with certificates evidencing the required coverage.

15.3 PROPERTY INSURANCE Before the start of the Work, Genoa Township and Oceola Township shall obtain and maintain Builder's Risk Policy upon the entire Project for the full cost of

replacement at the time of loss. This insurance shall also name the Fonson, Inc., Subcontractors, Sub-subcontractors, Material Suppliers and Engineer (LCRC) as named insureds. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss except those specifically excluded by the policy. Genoa Township and Oceola Township shall be solely responsible for any deductible amounts or coinsurance penalties. This policy shall provide for a waiver of subrogation in favor of the Fonson, Inc., Subcontractors, Sub-subcontractors, Material Suppliers and Engineer (LCRC). This insurance shall remain in effect until final payment has been made or until no person or entity other than Genoa Township and Oceola Township has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until the Genoa Township and Oceola Township has secured the consent of the insurance company or companies providing the coverage required in this Paragraph. Prior to commencement of the Work, Genoa Township and Oceola Township shall provide a copy of the property policy or policies obtained in compliance with this Paragraph.

15.3.1 If Genoa Township does not intend to purchase the property insurance required by this Agreement, including all of the coverages and deductibles described herein, the Genoa Township shall give written notice to Fonson, Inc. and the Engineer (LCRC) before the Work is commenced. Fonson, Inc. may then provide insurance to protect its interests and the interests of the Subcontractors and Sub-subcontractors, including the coverage of deductibles. The cost of this insurance shall be charged to the Genoa Township and Oceola Township in a Change Order. Genoa Township and Oceola Township shall be responsible for all of Fonson, Inc.'s costs reasonably attributed to the Genoa Township and Oceola Township's failure or neglect in purchasing or maintaining the coverage described above.

15.3.2 Genoa Township, Oceola Township and Fonson, Inc. waive all rights against each other and their respective employees, agents, contractors, subcontractors, and sub-subcontractors, and the Engineer (LCRC) for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance and such rights as Fonson, Inc. may have for the failure of Genoa Township and Oceola Township to obtain and maintain property insurance in compliance with Subparagraph 15.2.

15.3.3 To the extent of the limits of Fonson, Inc.'s Commercial General Liability Insurance specified in Paragraph 15.1 or – Dollars (\$) whichever is more, the Fonson, Inc. shall indemnify and hold harmless Genoa Township and Oceola Township against any and all liability, claims, demands, damages, losses and expenses, including attorney's fees, in connection with or arising out of any damage or alleged damage to any of Genoa Township and Oceola Township's existing adjacent property that may arise from the performance of the Work, to the extent caused by of the negligent acts or omissions of the Fonson, Inc., Subcontractor or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

15.4 OWNER'S INSURANCE Genoa Township and Oceola Township may procure and maintain insurance against loss of use of the Genoa Township and Oceola Township's property caused by fire or other casualty loss. Genoa Township and Oceola Township shall either self-insure or obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement, including without limitation, loss of use and claims, losses and expenses arising out of the Genoa Township's errors or omissions.

15.5 ADDITIONAL LIABILITY COVERAGE Genoa Township shall/shall not (indicate one) require Fonson, Inc. to purchase and maintain liability coverage, primary to Genoa Township's coverage under Subparagraph 15.4.

15.5.1 If required by Subparagraph 15.5. the additional liability coverage required of the Subcontractor shall be: [Designate Required Coverage]

x . 1 ADDITIONAL INSURED. Genoa Township shall be named as an additional insured on Fonson, Inc.'s Commercial General Liability Insurance specified, for operations and completed operations, but only with respect to liability for bodily injury, property damage or personal and advertising injury to the extent caused

by the negligent acts or omissions of Fonson, Inc., or those acting on Fonson, Inc.'s behalf, in the performance of Fonson, Inc.'s Work for Genoa Township at the Worksite.

_ Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this Subparagraph shall be paid by the Genoa Township and Oceola Township directly or the costs may be reimbursed by Genoa Township to Fonson, Inc. by increasing the Contract Price to correspond to the actual cost required to purchase and maintain the additional liability coverage. Prior to commencement of the Work, Fonson, Inc. shall obtain and furnish to the Genoa Township a certificate evidencing that the additional liability coverages have been procured.

16. BOND Performance and Payment Bonds are/are not (indicate one) required of Subcontractor. Such bonds shall be issued by a surety admitted in Michigan and must be acceptable to Fonson, Inc. Fonson, Inc.'s acceptance shall not be withheld without reasonable cause. The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond.

17. LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Excluding losses covered by insurance required by the Contract Documents, Genoa Township, Oceola Township and Fonson, Inc. agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. Genoa Township and Oceola Township agrees to waive damages including but not limited to the Genoa Township and Oceola Township's loss of use of the Project, any rental expenses incurred, loss of income, profit or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation, or insolvency. Fonson, Inc. agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this Paragraph shall also apply to the termination of this Agreement and shall survive such termination.

The following items of damages are excluded from this mutual waiver:

17.1 The provisions of this Paragraph shall also apply to the termination of this Agreement and shall survive such termination. Genoa Township, Oceola Township and Fonson, Inc. shall require similar waivers in contracts with Subcontractors and Others retained for the project.

18. RISK OF LOSS Except to extent a loss is covered by applicable insurance, risk of loss and/or damage to the Work shall be upon Fonson, Inc. until the Date of Substantial Completion, unless otherwise agreed to by the Parties.

19. NOTICE TO CURE AND TERMINATION

19.1 NOTICE TO CURE A DEFAULT If Fonson, Inc. persistently refuses or fails to supply enough qualified worker, proper materials, and/or equipment to maintain the approved Schedule of the Work in accordance with Article 6, or fail to make prompt payment to its workers, subcontractors or material suppliers, disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Fonson, Inc. may be deemed in default. If Fonson, Inc. fails within seven (7) business Days after written notification to commence and continue satisfactory correction of such default with diligence and promptness, Genoa Township and Oceola Township shall give Fonson, Inc. a second written notice to correct the default within a three (3) business Day period. If Fonson, Inc. fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, Genoa Township and Oceola Township, without prejudice to any other rights or remedies, shall have the right to take reasonable steps it deems necessary to correct deficiencies and charge the cost to Fonson, Inc. who shall be liable for such payments including reasonable overhead, profit and attorneys' fees.

19.2 TERMINATION BY OWNER If, within seven (7) Days of receipt of a notice to cure pursuant to Paragraph 19.1, Fonson, Inc. fails to commence and satisfactorily continue correction of the default set forth in the notice to cure, Genoa Township and Oceola Township may notify Fonson,

Inc. that it intends to terminate this Agreement for default absent appropriate corrective action within fourteen (14) additional Days. After the expiration of the additional fourteen (14) Day period, Genoa Township and Oceola Township may terminate this Agreement by written notice absent appropriate corrective action. Termination for default is in addition to any other remedies available to Genoa Township and Oceola Township under Paragraph 19.1. If Genoa Township and Oceola Township's cost arising out of Fonson, Inc.'s failure to cure, including the cost of completing the Work and reasonable attorney fees, exceed the unpaid Contract Price, Fonson, Inc. shall be liable to Genoa Township and Oceola Township for excess costs. If Genoa Township and Oceola Township's costs are less than the unpaid Contract Price, Genoa Township and Oceola Township shall pay the difference to Fonson, Inc. In the event Genoa Township and Oceola Township exercises its rights under this Paragraph, upon the request of Fonson, Inc., Genoa Township and Oceola Township shall furnish to Fonson, Inc. a detailed accounting of the costs incurred by Genoa Township and Oceola Township.

19.2.1 The Genoa Township and Oceola Township shall make reasonable efforts to mitigate damages arising from Fonson, Inc. default and shall promptly invoice the Fonson, Inc. for all amounts due pursuant to Paragraphs 19.1 and 19.2.

19.3 TERMINATION BY CONTRACTOR Upon seven (7) Days' written notice to Genoa Township and Oceola Township, Fonson, Inc. may terminate this agreement if the work has been stopped for a thirty (30) Day period through no fault of Fonson, Inc. for any of the following reasons:

- .1 under court order or order of the government authorities having jurisdiction;
- .2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Fonson, Inc. materials are not available; or

19.4 In addition, upon seven (7) Days' written notice to Genoa Township and Oceola Township, Fonson, Inc. may terminate the Agreement if Genoa Township and Oceola Township:

- .1 fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the project in accordance with Paragraph 6.1, or
- .2 assigns this Agreement over Fonson, Inc.'s reasonable objection, or
- .3 fails to pay Fonson, Inc. in accordance with this Agreement and Fonson, Inc. has complied with the notice provisions of paragraph 14.5, or
- .4 otherwise materially breaches this Agreement.

19.5 Upon termination by Fonson, Inc. pursuant to this Agreement, Fonson, Inc. shall be entitled to recover from Genoa Township and Oceola Township payment for all Work executed and for any proven loss, cost or expense in connection with the Work, including all demobilization costs plus reasonable overhead and profit.

19.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred or obligations arising before the termination date.

20. CLAIMS AND DISPUTE RESOLUTION

20.1 CLAIMS FOR ADDITIONAL COST OR TIME except as provided in Paragraphs 10.2 and 10.4 for any claim for an increase in the Contract Price and/or the Contract Time, Fonson, Inc. shall give Genoa Township and Oceola Township written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after Fonson, Inc. first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Any change in the Contract Price and/or the Contract Time resulting from such claim shall be authorized by Change Order.

20.2 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, Fonson, Inc. shall continue the Work and maintain the Schedule of the Work during any dispute resolution

proceedings. If Fonson, Inc. continues to perform, Genoa Township and Oceola Township shall continue to make payments in accordance with the Agreement.

20.3 INITIAL DISPUTE RESOLUTION PROCESSES If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the Parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association before recourse to any binding resolution procedures.

20.4 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to mediation, the Parties shall submit the matter to the binding dispute resolution procedure designated herein (Designate only one):

Arbitration using the current Construction Industry Arbitration Rules of American Arbitration Association or the parties may mutually agree to select another set of arbitration rules. The administration of the arbitration shall be as mutually agreed by the parties.

Litigation in either the state or federal court having jurisdiction of the matter in the location of the project.

20.5 COST OF DISPUTE RESOLUTION The costs of any binding dispute resolution procedures shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

20.6 VENUE The venue of any binding dispute resolution procedure shall be the location of the Project, unless the Parties agree on a mutually convenient location.

21. ASSIGNMENT neither Genoa Township, nor Oceola Township, nor Fonson, Inc. shall assign its interest in this Agreement without the written consent of the other except as to the assignments of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns and legal representatives. Neither Party to this Agreement shall assign the Agreement as a whole without written consent of the other.

22. GOVERNING LAW This Agreement shall be governed by the law in effect at the location of the Project.

23. JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that they both had an opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall be construed neither against nor in favor of either Party, but shall be construed in neutral manner.

OWNER: Genoa Township
BY: _____
PRINT NAME _____
PRINT TITLE _____
ATTEST: _____

OWNER: ~~Oceola Township~~
BY: William J. Bamber
PRINT NAME WILLIAM J. BAMBER
PRINT TITLE SUPERVISOR
ATTEST: _____

CONTRACTOR: Fonson, Inc.
BY: [Signature]
PRINT NAME Richard M. Fons
PRINT TITLE President
ATTEST: [Signature]

EXHIBIT A - Budget Proposal - 2009 Golf Club Road Improvements



Fonson, Inc.
7644 Whitmore Lake Road
Brighton, Michigan 48116
Contact: Richard M. Fons
Phone: (810) 231-5188
Fax: (810) 231-5404

Quote To: Genoa Township
2911 Dorr Road
Brighton, MI 48116

Contact: Ms. Tesha Humphriss, P.E.
Phone: 810.227.5225
Fax: 810.227.3420

Job Name: 2009 Golf Club Road Improvements
Location: Hughes to Hacker (Genoa & Ocoola Twps.)
Engineer: Livingston County Road Commission
Date of Plans: Letter - 01/16/2009
Bid Date: 02/19/2009
Revision Date:

Golf Club Road Improvements - Hughes to Argentine
and Argentine to Hacker

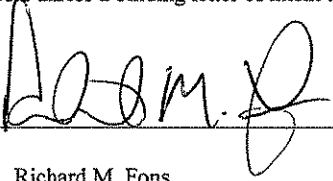
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Mobilization	1.00	LS	2,050.00	2,050.00
15	Traffic Control	1.00	LS	3,850.00	3,850.00
16	Sawcut Ex. Asphalt or Concrete Drive	15.00	EA	68.00	1,020.00
17	Remove & Re-Set Mailbox as Required	21.00	EA	65.00	1,365.00
20	Misc. Tree Removal (8"-18")	5.00	EA	265.00	1,325.00
30	Misc. Stump Removal (8"-18")	5.00	EA	100.00	500.00
40	Cut 2' V-Bottom Ditch (Hughes to Argentine Rd.)	10,560.00	LF	2.40	25,344.00
41	Install 15" Ditch Relief Culvert (CSP)	10.00	EA	550.00	5,500.00
42	Install 15" Drive Culvert (CSP)	20.00	EA	950.00	19,000.00
45	Install 15" CSP Cross Culvert	8.00	EA	1,000.00	8,000.00
46	Install 36" CSP Cross Culvert	2.00	EA	4,000.00	8,000.00
50	Shape & Prepare Subgrade (Hughes to Argentine Rd.)	14,667.00	SYD	0.25	3,666.75
60	8" 23A Limestone Base (Hughes to Argentine Rd.)	14,080.00	SYD	7.75	109,120.00
70	Restoration - Seed & Straw (No Imported Topsoil)	9,387.00	SYD	0.75	7,040.25
	Hughes to Argentine Rd.				\$195,781.00
80	Misc. Ditch Shaping & Clean-out (Argentine-Hacker)	5,280.00	LF	2.20	11,616.00
90	Shape & Prepare Subgrade (Argentine-Hacker)	29,333.00	SYD	0.25	7,333.25
100	Place 8" 23A Limestone Base (Argentine-Hacker)	28,160.00	SYD	7.75	218,240.00
110	Restoration - Seed & Straw (No Imported Topsoil)	4,693.00	SYD	0.75	3,519.75
	Argentine to Hacker Rd.				\$240,709.00
GRAND TOTAL					\$436,490.00

NOTES:

No Permits or Inspection Fee's
No Compaction Testing
No Layout, Staking or Engineering
No Asphalt Paving or Patching
No Concrete Curbs or Walks
No Removal or Handling of Contaminated Soil or Materials
No Removal or Relocation of Sprinkler Systems
No Overtime, Sunday, or Holiday Work Included

We appreciate your respect in maintaining the price and other considerations of this Proposal as CONFIDENTIAL between Fonson and your company.

This Proposal is valid for your acceptance within 30 days from the bid date. After 30 days we reserve the right to withdraw this proposal unless a binding letter of intent to contract the work to Fonson has been received.

By: 
Richard M. Fons

MEMORADUM

TO: Township Board

FROM: Mike Archinal *MA*

DATE: 3/13/09

RE: Agenda Item #7

We have recently completed Board of Review. We are fortunate to have an excellent group of people willing to do this important and often thankless job. Board of Review members are compensated at a rate of \$13.33 per hour. This rate has not changed since at least 2003. Applying a 3% increase for the years 2003 to 2009 yields the following schedule:

YEAR	BASE	3% ADJUSTMENT	NEW RATE
2003	13.33	N/A	13.33
2004	13.33	.40	13.73
2005	13.73	.41	14.14
2006	14.14	.42	14.56
2007	14.56	.44	15.00
2008	15.00	.45	15.45
2009	15.45	.46	15.91

Please consider the following action:

Moved by _____, supported by _____, to adjust the rate of compensation for Board of Review members to \$15.91 per hour.

Board Correspondence

FROM:
Sales
402 W. Jackson Road
St. Louis, Michigan 48880



Phone 1-800-286-7312
Phone 989-681-3221
FAX 989-681-3574
www.midustmasters.com

MICHIGAN CHLORIDE SALES, LLC
"The Dust Masters"

March, 5 2009

Gary McCriric
Supervisor
Genoa Township
2911 Dorr Rd.
Brighton, MI 48116-9436

Gary:

Michigan Chloride Sales, LLC is going to lower the price of Mineral Well Brine to your township for the 2009 season. The price is as follows.

MINERAL WELL BRINE, delivered and applied in 10,000 gallon truckloads.

Continuous Application.....\$0.14/gallon.

DISCOUNT PERIODS: 2009

Prior to May 4th.....\$0.135/gallon.

July 5 to July 27.....\$0.135/gallon.

Sept. 4 to Oct. 19.....\$0.135/gallon.

TERMS: 1% 10 Days, Net 30 Days.

Best regards,

Brad Harkness
Operation Manager

Amy

From: Mike
Sent: Monday, March 09, 2009 12:19 PM
To: Amy
Subject: FW: Website feedback

Amy,

Please include in Board correspondence.

Thanks

From: Adam VanTassell
Sent: Friday, March 06, 2009 4:44 PM
To: Mike
Subject: FW: Website feedback

From: Jeff Dhaenens [mailto:jdhaenens@bullseyetelecom.com]
Sent: Thursday, March 05, 2009 1:25 PM
To: Adam VanTassell
Subject: Website feedback

Adam,

Good work on the new site. It looks and functions very well.

Thanks,

Appreciative resident,

Jeff Dhaenens

Adam VanTassell

Subject: FW: Genoa Township website

From: AMY DICKINSON [mailto:asd0512@sbcglobal.net]
Sent: Friday, February 27, 2009 8:19 PM
To: Adam VanTassell
Subject: RE: Genoa Township website

Well done Adam,

I view, redesign, provide recommendations and test user experience on websites. I certainly didn't want the unsolicited feedback to be received poorly so how pleasant to see that the redesign is heads and shoulder above the original. The background shot of the surrounding landscape is well placed and pleasant in appearance. Nice use of white space and good use of providing users with the ability to quickly scan the site and find the desired information.

There would be only one thing that you may want to consider, I would make the secondary drop down menu color more opaque. As you navigate through the drop down menu, the lower secondary fly out menus are somewhat distracting due to the background showing through. The yellow hover helps but still it is a bit hard on the ability to quickly find your link.

I wish you success with this new design and can say for sure that our fellow township members will appreciate the super organization of content.

Cheers,
Amy

**RESOLUTION #090302
Genoa Charter Township
Credit Card Use Policy**

At a regular meeting of the Genoa Charter Township Board of Trustees, the following preamble and resolution was offered by Smith and was supported by Ledford:

WHEREAS, Public Act 266 of 1995 authorizes a township to be a party to a credit card arrangement if the township board has adopted by resolution a written policy governing the control and use of credit cards, and

WHEREAS, the Genoa Charter Township Board deems that it is in the best interest of the township to make certain township financial transactions by using a credit card as described in the Act, now

THEREFORE BE IT RESOLVED, that the following policy shall govern the use of township credit cards:

(a) The Township Manager is responsible for issuing, accounting for, monitoring, retrieving and generally overseeing compliance with the township's credit card policy.

(b) Township credit cards may be used only by an officer or employee of the township for the purchase of goods or services for the official business of the township.

The use of credit card is limited to the following circumstances (*choose as appropriate*):

- purchase of capital outlays up to \$1000 for travel, meals and accommodations while on township business (*excluding expenses incurred in operating a privately owned automobile*)
- gas, oil and other necessary expenses incurred in operating a township-owned vehicle

(c) Township officers and employees who use a township credit card shall, as soon as possible, submit a copy of the vendor's credit card slip to the Township Manager. If no credit card slip was obtained that described the transaction, the employee shall submit a signed voucher that shows the name of vendor or entity from which goods or services were purchased, the date and the amount of the transaction, the official business that required the transaction, and the chart of account number indicating the line item to which the transaction is to be charged. All credit card slips shall include this information as well. Vouchers shall also include a statement why a credit card slip was not obtained.

(d) An official or employee who is issued a credit card is responsible for its protection and custody. If a credit card is lost or stolen, the Township Manager shall be notified. The entity issuing the lost or stolen credit card shall be immediately notified to cancel the card.

(e) An officer or employee issued a credit card shall return the credit card to the Township Manager upon termination of his or her employment or service with the township.

(f) The Township Manager shall maintain a list of all credit cards owned by the township, along with the name of the officer and employee who has been issued the credit card, the credit limit established, the date issued, and the date returned. Each employee authorized to use a credit card shall sign an affidavit stating that the credit card has been issued, and that the employee has received and read a copy of this policy.

The Township Manager shall review each credit card statement as soon as possible to ensure that transactions comply with this policy. Any transactions that appear on the statements that are not documented with a credit card slip or a signed voucher shall be immediately investigated. Transactions that do not appear to comply with this policy shall be reported to the township board.

(g) A credit card report indicating user's name, place of purchase and purpose of purchase will be provided to the township board at least monthly. The township board shall not approve a payment to the entity issuing the credit card until all transactions have been verified, including the approval of all transaction invoices if issued.

(h) The balance, including interest due on an extension of credit under the credit card arrangement, shall be paid for within not more than 60 days of the initial statement date.

(i) Officers and employees who use a township credit card in a manner contrary to this policy shall be subject to the following disciplinary actions, as deemed appropriate by the township board:

- verbal counseling
- written reprimand
- suspension
- termination
- reimbursement to the township for unauthorized expenditures.

Upon a roll call vote, the following voted: AYE: Ledford, Smith, Wildman, Mortensen, Skolarus and McCririe. NAY: None. Absent: Hunt.

The Supervisor declared the resolution adopted.

Attested by:


Paulette A. Skolarus, Township Clerk

Date: March 2, 2009

March 3, 2009

To: Board of Trustees
From: Polly Skolarus

This memo is to inform you of the changes that were made to the township newsletter. First, the newsletter was printed on matte paper instead of glossy. Only three colors of ink were used. We could have used a cheaper grade of paper, but the cost to do that would have been more than the matte. First Impression buys matte and glossy paper on skids and their volume is so that it would cost us more to print on a lesser grade paper.

The cost to print 11,000 letters was \$2,197.00 or \$.20 per copy.