

**GENOA CHARTER ELECTION COMMISSION  
SPECIAL MEETING  
SEPTEMBER 8, 2009  
6:25 P.M.  
AGENDA**

Call to Order:

Approval of Agenda:

1. Consideration of a request from the local school districts to combine precincts for the Nov. 3, 2009 School Election with a recommendation to the Board.
2. Consideration of the appointment of election officials to serve for the School Election Nov. 3, 2009 with a recommendation to the Board.

Adjournment

**GENOA CHARTER TOWNSHIP  
REGULAR MEETING  
SEPTEMBER 8, 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: 8-17-09
3. Request for approval of a Professional Survey Proposal for Wildwood Drive Paving in the amount of \$20,000 as submitted by Tetra Tech.
4. Request for approval to combine school district precincts as follows: Combining precincts 4 and 6 located at Church of the Nazarene; combining precincts 7 and 8 located at Hornung School.
5. Request for approval of election officials for the Brighton Area Schools and the Pinckney Community Schools special election scheduled for Nov. 3, 2009.

**Approval of Regular Agenda:**

6. Discussion regarding noise complaints at Chaldean Camp.
7. Request to enter into closed session to discuss the purchase of real estate for which there is not a purchase offer.

Correspondence  
Member Discussion  
Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: September 8, 2009

TOWNSHIP GENERAL EXPENSES: Thru September 8, 2009	\$60,978.79
August 21, 2009 Bi-Weekly Payroll	\$34,393.91
September 1, 2009-Monthly Payroll	\$10,900.97
September 4, 2009-Bi-Weekly Payroll	\$34,752.89
OPERATING EXPENSES: Thru September 8, 2009	\$167,023.84
TOTAL:	\$308,050.40

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
25506	GENOA FI	Genoa Twp Fire Dev. #262	08/11/2009	1,500.00
25507	AmerAqua	American Aqua	08/18/2009	37.00
25508	ATT& IL	AT&T	08/18/2009	714.66
25509	CONSUMER	Consumers Energy	08/18/2009	8.20
25510	COOPERST	Cooper's Turf Management LLC	08/18/2009	1,611.00
25511	COXKRIS	Kristi Cox	08/18/2009	150.00
25512	EHIM	EHIM, INC	08/18/2009	2,920.68
25513	FONSON	Fonson, Inc.	08/18/2009	3,610.00
25514	Pontem	Pontem	08/18/2009	1,944.00
25515	Administ	Total Administrative Services	08/21/2009	446.12
25516	Equitabl	Equivest Unit Annuity Lock Box	08/21/2009	220.00
25517	ADT	ADT Security Services, Inc.	08/19/2009	366.32
25518	AT&TLONG	AT&T Long Distance	08/19/2009	42.21
25519	CONTINEN	Continental Linen Service	08/19/2009	49.50
25520	Dyk	Dykema Gossett, PLLC	08/19/2009	178.40
25521	EHIM	EHIM, INC	08/19/2009	523.42
25522	GENOA TW	Genoa Township	08/19/2009	336.06
25523	IBEC COM	IBEC, Inc.	08/19/2009	199.95
25524	LOGCABIN	Log Cabin	08/19/2009	599.81
25525	Net serv	Network Services Group, L.L.C.	08/19/2009	45.00
25526	T.BLOOME	T.BLOOMER	08/19/2009	750.00
25527	Tetra Te	Tetra Tech Inc	08/19/2009	190.00
25528	Unum	Unum Provident	08/19/2009	1,114.49
25529	VERIZONW	Verizon Wireless	08/19/2009	179.64
25530	ARCHINAL	Michael Archinal	08/20/2009	84.78
25531	CARDM	Cardmember Services	08/24/2009	67.98
25532	GENOA RO	Genoa Twp Road Projects #264	08/24/2009	12,500.00
25533	Administ	Total Administrative Services	09/01/2009	125.00
25534	Equitabl	Equivest Unit Annuity Lock Box	09/01/2009	20.00
25535	SOM-TRE	State Of Mich- Dept Of Treasur	08/26/2009	3,223.74
25536	DTE EN	DTE Energy	08/27/2009	178.45
25537	ARCHINAL	Michael Archinal	08/27/2009	500.00
25538	BUS IMAG	Business Imaging Group	08/27/2009	63.00
25539	COMCAST	COMCAST	08/27/2009	94.02
25540	HUMPHT	Tesha Humphriss	08/27/2009	500.00
25541	HUNTR	ROBIN HUNT	08/27/2009	41.36
25542	LINDHOUT	Lindhout Associates Architects	08/27/2009	120.00
25543	SHELL	Shell	08/27/2009	505.04
25544	SKOLAR P	Paulette Skolarus	08/27/2009	38.50
25545	TRI COUN	Tri County Cleaning Supply Inc	08/27/2009	384.79
25546	VERIZONW	Verizon Wireless	08/27/2009	416.26
25547	WALMART	Walmart Community	08/27/2009	416.26
25548	Administ	Total Administrative Services	09/04/2009	117.56
25549	Equitabl	Equivest Unit Annuity Lock Box	09/04/2009	446.12
25550	MAA EDUC	MAA Education	09/01/2009	220.00
25551	STOM-AS	State Of Michigan'	09/01/2009	175.00
25552	AMER IMA	American Imaging, Inc.	09/08/2009	50.00
25553	CRAMPTON	Crampton Electric Co., Inc.	09/08/2009	39.38
25554	EHIM	EHIM, INC	09/08/2009	585.19
25555	EIT	EIT Title	09/08/2009	690.44
25556	J.J.JINK	J.J. Jinkleheimer & Co.	09/08/2009	565.00
25557	MAGUIRE	Maguire Mailing Systems	09/08/2009	682.75
25558	MASTER M	Master Media Supply	09/08/2009	607.00
25559	MI CHLOR	Michigan Chloride Sales LLC	09/08/2009	713.73
25560	MICHAS	Michigan Assoc. of Planning	09/08/2009	2,807.28
25561	Miller C	Miller, Canf, Paddock, & Stone, PLC	09/08/2009	345.00
25562	Net serv	Network Services Group, L.L.C.	09/08/2009	9,125.20
25563	Perfect	Perfect Maintenance Cleaning	09/08/2009	1,478.00
25564	PETTYCAS	Petty Cash	09/08/2009	923.00
25565	PFEFFER	Pfeffer, Hanniford, Palka	09/08/2009	103.76
25566	WASTE MA	Waste Management	09/08/2009	3,925.00
				780.00

Township of Genoa  
User: angie

Accounts Payable  
Checks by Date - Summary by Check Number

Printed: 09/02/2009 09:39  
Summary

Check Number Vendor No Vendor Name

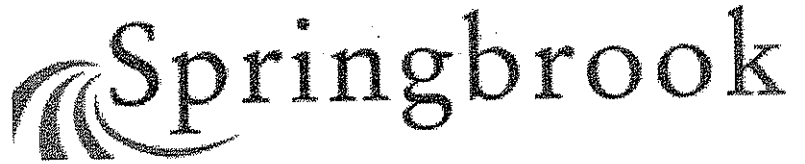
Check Date

Check Amount

Report Total:

60,978.79

Accounts Payable  
Computer Check Register



User: diane

Printed: 08/14/2009 - 14:10

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
25515	Administ	Total Administrative Services	08/21/2009		446.12
			Check 25515 Total:		446.12
9769	AETNA LI	Aetna Life Insurance & Annuity	08/21/2009		25.00
			Check 9769 Total:		25.00
9770	EFT-FED	EFT- Federal Payroll Tax	08/21/2009		3,559.46 2,032.90 2,032.90 475.44 475.44
			Check 9770 Total:		8,576.14
9771	EFT-PENS	EFT- Payroll Pens Ln Pyts	08/21/2009		725.12
			Check 9771 Total:		725.12
25516	Equitabl	Equivest Unit Annuity Lock Box	08/21/2009		220.00
			Check 25516 Total:		220.00
9772	FIRST NA	First National Bank	08/21/2009		300.00 2,725.00 21,376.53

Check 9772 Total:

24,401.53

Report Total:

34,393.91

**First National  
Direct Deposit  
AUGUST 21, 2009  
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$1,064.09
Amy Ruthig		\$973.59
Angela Williams		\$637.37
Carol Hanus		\$1,286.82
Dave Estrada		\$1,019.91
Debbie Hagen		\$379.50
Deborah Rojewski		\$2,268.99
Diane Zerby		\$471.79
<b>Genoa Township</b>	<b>\$24,401.53</b>	
Greg Tatara		\$2,332.39
Judith Smith		\$1,153.30
Karen J. Saari		\$950.69
Kelly VanMarter		\$1,997.16
Laura Mroczka		\$1,561.46
Michael Archinal		\$2,479.80
Renee Gray		\$961.59
Robin Hunt		\$1,249.92
Sue Sitner		\$475.48
Tammy Lindberg		\$966.43
Tesha Humphriss		\$2,171.25
<b>Total Deposit</b>		<b>\$24,401.53</b>

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

Accounts Payable  
Computer Check Register



User: diane

Printed: 08/26/2009 - 12:39

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
25533	Administ	Total Administrative Services	09/01/2009		125.00
			Check 25533 Total:		125.00
9773	EFT-FED	EFT- Federal Payroll Tax	09/01/2009		1,629.91 659.99 659.99 154.36 154.36
			Check 9773 Total:		3,258.61
9774	EFT-PENS	EFT- Payroll Pens Ln Pyts	09/01/2009		193.33
			Check 9774 Total:		193.33
25534	Equitabl	Equivest Unit Annuity Lock Box	09/01/2009		20.00
			Check 25534 Total:		20.00
9775	FIRST NA	First National Bank	09/01/2009		7,254.03 50.00
			Check 9775 Total:		7,304.03
			Report Total:		10,900.97



**First National  
Direct Deposit  
SEPTEMBER 1, 2009  
Monthly Payroll**

<b><u>Employee Name</u></b>	<b><u>Debit Amount</u></b>	<b><u>Credit Amount</u></b>
<b>Genoa Township</b>	<b>\$7,304.03</b>	
<b>Adam Van Tassel</b>		<b>\$527.03</b>
<b>Gary McCririe</b>		<b>\$2,208.00</b>
<b>H.J. Mortensen</b>		<b>\$332.46</b>
<b>Jean Ledford</b>		<b>\$468.25</b>
<b>Paulette Skolarus</b>		<b>\$3,121.64</b>
<b>Steve Wildman</b>		<b>\$316.80</b>
<b>Todd Smith</b>		<b>\$329.85</b>
<b>Total Deposit</b>		<b><u><u>\$7,304.03</u></u></b>

Accounts Payable  
Computer Check Register



User: diane  
Printed: 08/28/2009 - 14:24  
Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
25548	Administ	Total Administrative Services	09/04/2009		446.12
				Check 25548 Total:	446.12
9776	AETNA LI	Aetna Life Insurance & Annuity	09/04/2009		25.00
				Check 9776 Total:	25.00
9777	EFT-FED	EFT- Federal Payroll Tax	09/04/2009		3,594.33 2,054.44 2,054.44 480.49 480.49
				Check 9777 Total:	8,664.19
9778	EFT-PENS	EFT- Payroll Pens Ln Pyts	09/04/2009		725.12
				Check 9778 Total:	725.12
25549	Equitabl	Equivest Unit Annuity Lock Box	09/04/2009		220.00
				Check 25549 Total:	220.00
9779	FIRST NA	First National Bank	09/04/2009		300.00 2,785.00 21,587.46

Check 9779 Total:

24,672.46

Report Total:

34,752.89

**First National  
Direct Deposit  
SEPTEMBER 4, 2009  
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$1,064.09
Amy Ruthig		\$1,083.08
Angela Williams		\$637.37
Carol Hanus		\$1,286.82
Dave Estrada		\$1,019.91
Debbie Hagen		\$500.95
Deborah Rojewski		\$2,268.99
Diane Zerby		\$451.54
<b>Genoa Township</b>	<b>\$24,672.46</b>	
Greg Tatara		\$2,332.39
Judith Smith		\$1,153.30
Karen J. Saari		\$950.69
Kelly VanMarter		\$1,997.16
Laura Mroczka		\$1,561.46
Michael Archinal		\$2,479.80
Renee Gray		\$961.59
Robin Hunt		\$1,249.92
Sue Sitner		\$535.72
Tammy Lindberg		\$966.43
Tesha Humphriss		\$2,171.25
<b>Total Deposit</b>		<b>\$24,672.46</b>

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

10:28 AM  
09/02/09

### #592 OAK POINTE WATER/SEWER FUND

#### Capital Improvement

#### Payment of Bills

August 11 through September 2, 2009

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
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no checks issued

10:00 AM  
09/02/09

### #592 OAK POINTE WATER/SEWER FUND

#### Payment of Bills

August 11 through September 2, 2009

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	08/18/2009	1514	AT & T	08/07 - 09/06/2009	-301.36
Check	08/18/2009	1515	ALEXANDER CHEMICAL CORPORATION	Inv 0419559	-1,374.96
Check	08/18/2009	1516	BRIGHTON ANALYTICAL	Invoices 0709-64139, 40, 0809-64220, 22, 64303, 31	-402.00
Check	08/18/2009	1517	COOPERS TURF MANAGEMENT, LLC	Inv# 7719 & 7722	-720.00
Check	08/18/2009	1518	Detroit Pump & Mfg. Co.	Inv F-08083-0	-2,319.78
Check	08/18/2009	1519	FONSON, INC.	Inv 8555	-391.00
Check	08/18/2009	1520	GEO TRANS, INC	Inv 50278760	-4,211.20
Check	08/18/2009	1521	HOWELLTRUE VALUE HARDWARE	Invoice 040593, 040614, 040620, 040608	-26.77
Check	08/18/2009	1522	Kerr Pump and Supply	Inv 123295	-4,077.79
Check	08/18/2009	1523	SEVERN TRENT ENVIRONMENTAL SERVICES,	Invoice # 2042767 & 2042765	-30,115.72
Check	08/18/2009	1524	TETRA TECH, INC.	Inv# 5080898	-1,196.06
Check	08/18/2009	1525	M & K Jetting and Televising	Inv 09311 & 09312	-1,474.50
Check	08/27/2009	1526	AT & T	07/13/09 - 08/13/2009	-190.74
Check	09/01/2009	1527	AT & T	07/23/09 - 08/22/09	-70.00
<b>Total</b>					<b>-46,871.88</b>

9:56 AM  
09/02/09

### #593 LAKE EDGEWOOD W/S FUND

#### Payment of Bills

August 11 through September 2, 2009

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	08/18/2009	1576	AT&T	7/8/09 - 8/7/09	-206.60
Check	08/18/2009	1577	Brighton Analytical L.L.C.	Invoice 0709-64138, 0809-64221, 64301	-201.00
Check	08/18/2009	1578	Consumers Energy	Gas Service 07/07/09 - 08/03/09	-14.48
Check	08/18/2009	1579	COOPER'S TURF MANAGEMENT	Inv 7723	-372.00
Check	08/18/2009	1580	DTE Energy	Electric Service 06/29/09 - 07/31/09	-3,413.83
Check	08/18/2009	1581	GEOTRANS, INC.	Inv 50278759	-2,718.39
Check	08/18/2009	1582	M & K Jetting and Televising	Inv 09311	-612.00
Check	08/18/2009	1583	PVS NOLWOOD CHEMICALS, INC	Inv 287645 & Credit 86112	-869.60
Check	08/18/2009	1584	SEVERN TRENT ENVIRONMENTAL SERVICES,	Invoice 2042766	-7,973.99
Check	08/21/2009	1585	GENOA TWP-GENERAL FUND	Insurance reimburse-Due to Due from 03/31/08	-9,292.59
Check	08/27/2009	1586	AT&T	7/8/09 - 8/7/09	-41.09
Check	09/01/2009	1587	Brighton Analytical L.L.C.	Invoice 0809-64404 & 0809-64354	-235.00
<b>Total</b>					<b>-25,950.57</b>

9:48 AM  
09/02/09

**#504 DPW RESERVE FUND**  
**Payment of Bills**  
August 11 through September 2, 2009

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
General Journal	08/19/2009	2	Genoa TWP DPW Fund	Truck Payment reimbursement	-11,623.69
					<b>-11,623.69</b>

9:53 AM  
09/02/09

**#503 DPW UTILITY FUND**  
**Payment of Bills**  
August 11 through September 2, 2009

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	08/11/2009	1313	Genoa Twp Common Account	Due to Due from 03/31/2009	-26,355.14
Check	08/14/2009	1314	CAVALIER	July 09 charges	-17.31
Check	08/14/2009	1315	Carol Hanus	July 09 Internet and Toll free #	-142.79
Check	08/14/2009	1316	Michigan Section, AWWA	Distribution System Short Course Oct 09	-300.00
Check	08/14/2009	1317	U.S. POSTMASTER	Oak Pointe Utility billing May - July, 09	-280.28
Check	08/18/2009	1318	American Water Works Association	Membership for David Estrada	-71.00
Check	08/18/2009	1319	BUSINESS IMAGING GROUP	Inv 204729	-665.14
Check	08/18/2009	1320	D&G Equipment, Inc.	Inv 616935	-121.89
Check	08/18/2009	1321	FASTENAL COMPANY	Inv 51487 & 51419	-82.70
Check	08/18/2009	1322	LAB SAFETY SUPPLY	Inv 1013902512	-341.64
Check	08/18/2009	1323	STANDARD ELECTRIC COMPANY	Inv 1758135-00	-53.85
Check	08/18/2009	1324	Carol Hanus	stamps	-28.00
Check	08/18/2009	1325	LOWE'S		-1,097.43
Check	08/20/2009	1326	R & A TOOL REPAIR	Repair equipment	-647.50
Check	08/20/2009	1327	Genoa Twp Common Account	Due to Due From 03/31/2009	-50,000.00
Check	08/27/2009	1328	ASCE		-153.75
Check	08/27/2009	1329	Genoa Township		-663.75
Check	08/27/2009	1330	MWEA		-48.00
Check	08/27/2009	1331	Greg Tatara		-107.60
Check	09/01/2009	1332	HOWELL TRUE VALUE HARDWARE	Invoice 40966 & 40959	-119.46
Check	09/01/2009	1333	Master Media	Invoice 58833	-269.00
Check	09/01/2009	1334	SEVERN TRENT ENVIRONMENTAL SERVICES	Inv 2042803	-262.68
Check	09/01/2009	1335	USABlueBook	Inv 878184	-748.79
<b>Total</b>					<b>-82,577.70</b>

10:30 AM  
09/02/09

**#595 PINE CREEK W/S FUND**  
**Payment of Bills**  
August 11 through September 2, 2009

Type   Date   Num   Name   Memo   Amount  
  
no checks issued

**GENOA CHARTER TOWNSHIP  
REGULAR MEETING  
AUGUST 17, 2009**

**MINUTES**

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

A Call to the Public was made with no response.

**Approval of Consent Agenda:**

Moved by Ledford, supported by Mortensen, to approve the consent agenda with the exception of the Minutes that will be considered for approval under the regular agenda. The motion carried unanimously.

**1. Payment of Bills**

**2. Request for approval of Michigan Association of Planning Conference Budget.**

**Approval of Regular Agenda:**

Moved by Smith, supported by Ledford, to approve for action all items listed under the consent agenda with the addition of Minutes of 08/03/09. The motion carried unanimously.

**3. Request to approve minutes: 08/03/09**

Moved by Ledford, supported by Hunt, to approve the August 3, 2009 Minutes adding "not to exceed" to petition No. 9. The motion carried unanimously.

**4. Consideration of amendments to the budgets of the township as requested by Ken Palka.**

Moved by Skolarus, supported by Mortensen, to approve the amendments as presented. The motion carried unanimously.

**5. Discussion regarding Township branding.**

Tom Bloomer presented the accumulated data to the board concerning Township Branding. It was the consensus of the board to seek three persons to submit drawings of possible logos and to obtain costs related to signage for the project. No further action was taken by the board.

GENOA CHARTER TOWNSHIP BOARD – Regular Meeting – August 17, 2009

The administrative committee recommended the publication of three annual newsletters instead of four. Pictures of the new soccer field as well as the new bike path will be featured in the next publication. The Administrative Committee feels that it is important to publish dates for the spring and fall yard waste collections.

The regular meeting of the Genoa Charter Township Board was adjourned at 6:55 p.m.




Paulette A. Skolarus  
Genoa Township Clerk

(Press/argus 08/21/2009)



## MEMORANDUM

TO: Township Board

FROM: Mike Archinal 

DATE: 9/4/09

RE: Wildwood Drive Paving

Attached you will find a Professional Services Proposal from Tetra Tech for a proposed special assessment district. We have received a petition signed by 66.66% of the affected property owners for paving Wildwood Drive and Eckles. Because of the lack of storm sewers, grades and extremely small lots this project will be significantly more complicated than previous paving efforts around Lake Chemung. Complete survey is recommended to assist in design to handle drainage issues.

We have walked the site with the Road Commission, Tetra Tech and the Township Engineer. The signed petitions include an estimated project cost of \$372,000. We are confident that this estimate is close enough to proceed with the project. Please consider the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve a Professional Survey Proposal for Wildwood Drive paving in the amount of \$20,000 as submitted by Tetra Tech.**



## TETRA TECH

September 1, 2009

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

**Re: Genoa Township Wildwood Drive Paving  
Professional Survey Services Proposal**

Dear Mr. Archinal:

In response to your request, we have prepared the following proposal for performing a topographic survey of Wildwood Drive from its western intersection with Grand River Avenue near the public park to its easterly terminus at Grand River near Crystal Gardens. Approximately 3600 linear feet of roadway encompasses the project area. The gravel roadway as it exists will be surveyed with the product being suitable for preparing plans for paving the road surface. Based on our field meeting with the Livingston County Road Commission, we are not developing property lines or right of way for the area as part of this effort. Identifying encroachments onto private lands is not part of this scope of services.

We propose the following scope of services to perform the topographic survey of the road area.

### **Scope of Services**

Tt will perform the following surveying services:

- Perform a topographic survey which will extend 15 to 20 feet beyond edge of traveled roadway to the face of significant retaining walls or to the face of privacy fences or structures, whichever is the lesser distance.
- Request utility plans from local service providers and show same on finished survey drawings.
- Establish bench marks at approximate 600 foot intervals throughout the project area for future construction purposes.
- Prepare a 1"=40' scale drawings of the project area with a 1 foot contour interval.

### **ASSUPMTIONS, REQUIREMENTS AND EXCLUSIONS TO SCOPE**

The cost to perform the above described surveying services is based on the following assumptions being true, the following requirements being met and/or the following being excluded from the project services:

- The Township will notify the landowners of the properties adjacent to the project area that Tt staff will be entering their yards adjacent to the roadways in order to perform the topographic survey herein described.



**TETRA TECH**


- *No right-of-way location will be determined for any portion of the proposed project area. The Township is aware that the roadway may encroach onto private lands and any and all liability resulting from the paving, occupying and or disturbing of private property is solely the responsibility of the Township and Livingston County Road Commission.*
- *An Amended Plat / Assessor's Plat / Re-Plat correcting the right-of-way locations to reflect the existing right-of-way as occupied is not included in the scope of services.*

**Compensation**

Compensation for performing the work of this proposal will be invoiced as a lump sum fee for the surveying services of \$20,000. If this proposal is acceptable, please sign in the space provided and return a copy for our authorization to proceed. Once authorized, the work will be completed within 30 days. Our Standard Terms and Conditions are attached and considered a part of this proposal.

We appreciate the opportunity to provide this service to the Township. If you have any questions please call.

Sincerely,



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

:be  
123CIVIL-SITE

Attachment

Cc: Tesha Humphriss

**PROPOSAL ACCEPTED BY:**

**GENOA TOWNSHIP**

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

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

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



## Engineering Services Standard Terms & Conditions

**Services** Consultant will perform services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule in the proposal and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

**Compensation** In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

**Fee Definitions** The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

**Payment Terms** Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

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

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

**Underground Facilities** Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

**Regulated Wastes** Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client

mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

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

**Ownership of Documents** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

**Standard of Care** Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

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

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

Worker's Compensation – as required by applicable state statute

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

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

**Indemnification** Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

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

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

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

**Authorized Representative** The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority.

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

**Independent Consultant** Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

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

**Permits and Approvals** Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

**Limitation of Liability** In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

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

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

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

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

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

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

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

**Force Majeure** Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control.

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

**Warranty** Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

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

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

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

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

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

**Collection Costs** In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

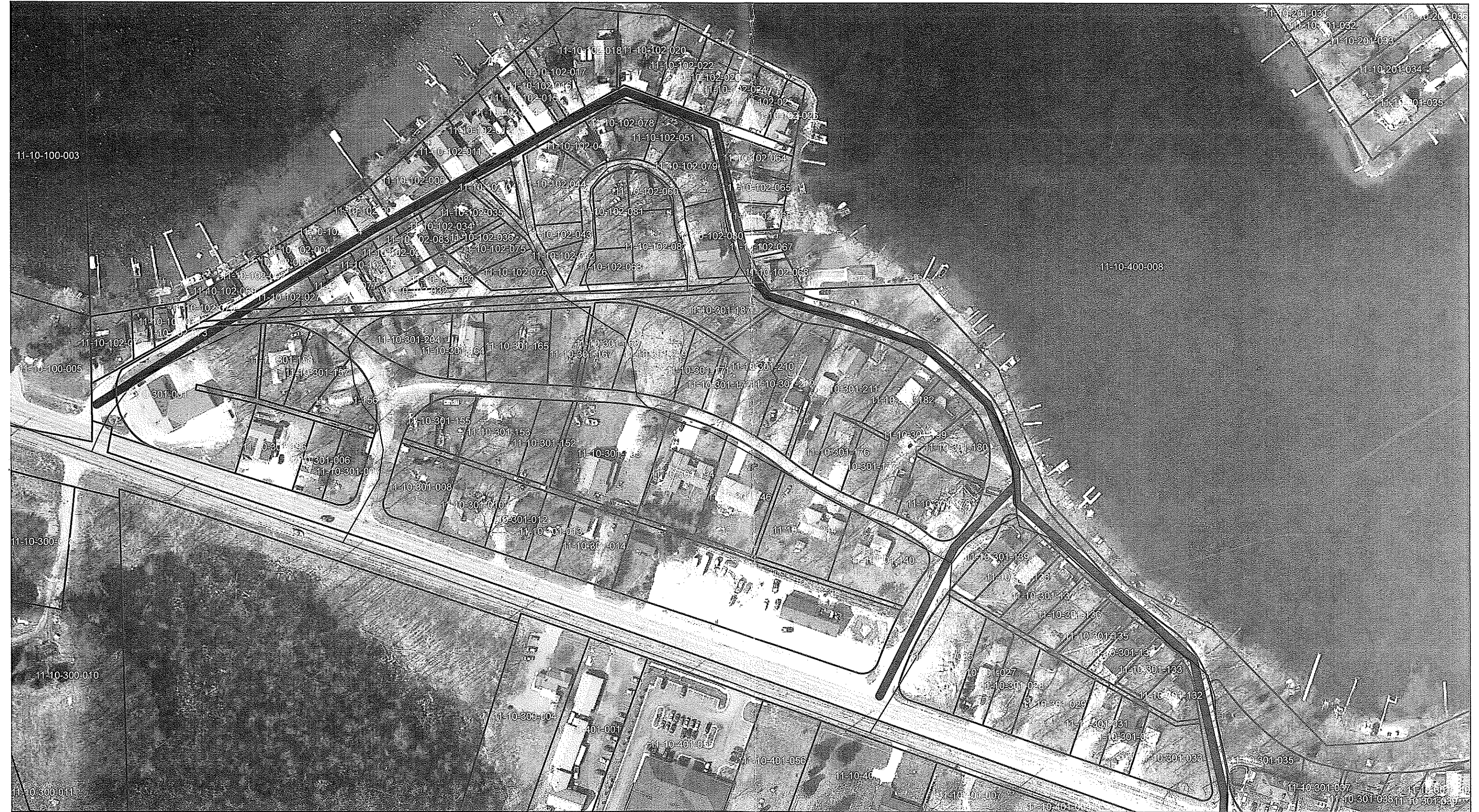
**Equal Employment Opportunity** Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

**Attorney Fees** Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

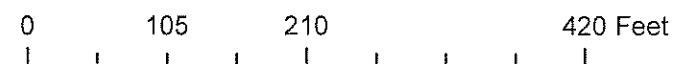
**Third Party Beneficiaries** Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

**Captions** The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

# Limits of Paving Project Wildwood & Eckles



Genoa Parcels  
Limits of Paving (Wildwood & Eckles)



5/21/2009

# Memo

**To:** POLLY  
**From:** DEBRA ROJEWSKI  
**Date:** 7/14/2009  
**Re:** LK Chemung Road Improvement

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POLLY,

I HAVE RESEARCHED THE PETITION FOR LAKE CHEMUNG ROAD IMPROVEMENT AND FOUND THE FOLLOWING:

57 PARCELS IN THE DISTRICT


38 SIGNATURES IN THE DISTRICT

66.66% OF SIGNATURES ARE IN FAVOR OF THE ROAD IMPROVEMENT.

IF YOU HAVE ANY FURTHER QUESTIONS OR COMMENTS, PLEASE FEEL FREE TO CONTACT ME.

## MEMORANDUM

TO: Township Board

FROM: Mike Archinal 

DATE: 9/4/09

RE: Chaldean Camp Noise Complaints

We have received a number of complaints related to an event held on 8/22 and 8/23 at the Chaldean Camp. You will recall that we had complaints last year related to litter, traffic and noise. Subsequent to last year's complaints we met with Chaldean Church representatives to notify them of our concerns and to discuss alternatives. The Church has been fairly responsive. Their methods of traffic control have dramatically improved. Until the August event we had received almost no complaints about the Church's use of the property. Due to the number of complaints I believe there is still an issue to discuss. I was personally able to hear the music 1 ½ miles away. Our recent contacts with the Chaldean Camp have been positively received.

Because the camp encircles Euler Lake the sound seems to be projecting to the south. This is evidenced by the map showing the addresses of the complainants. We have discussed various methods to dampen the sound such as reducing the volume, angling the speakers away from the water and installing material to baffle the water's edge. I am confident that we can work with the Chaldean Camp to reduce impacts to adjoining properties.

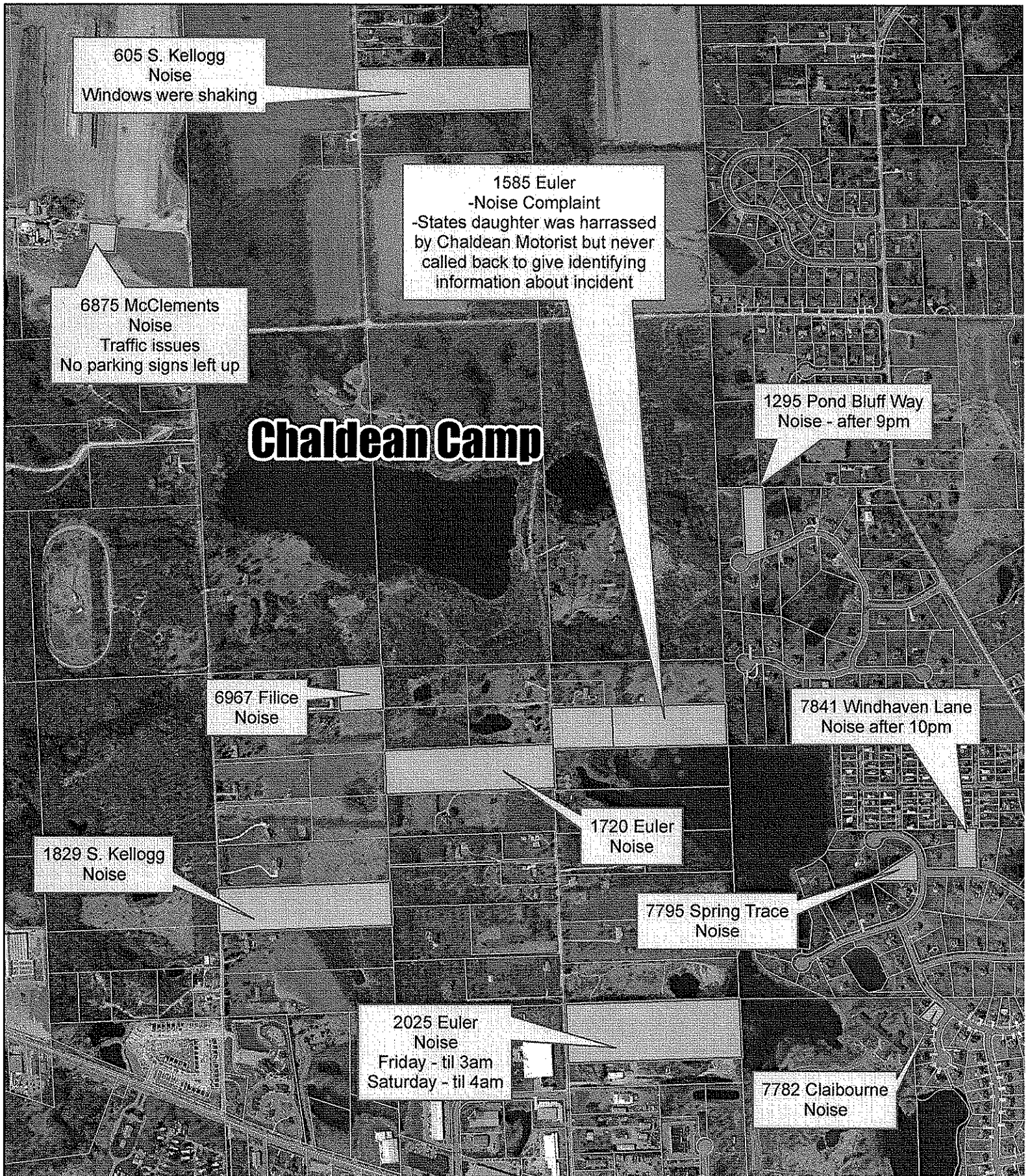
The property is zoned Public and Recreational Facilities which permits public assemblies. Because of years of inactivity when the property was owned by the City of Detroit the area has not been burdened by noise, traffic etc. The Supervisor investigated the complaints on 8/23 and can speak directly to the issues. We should not diminish the neighbor's complaints. Sound projecting over 1 and ½ miles is a problem. I believe directing staff to meet with the Chaldean Church to discuss the complaints and means to resolve them is appropriate.

Attached is a flyer that has been circulated through the neighborhood encouraging attendance at next Tuesday's meeting. The Press and Argus ran a front page story. Some street signs were painted with graffiti including, "No Towel Heads", "Jews" and "Caldeans" (sic). I removed the graffiti the day we heard about it with a rag and some gasoline. This is obviously a sensitive issue.



# Chaldean Camp Complaint Map

## August 2009



# **PLEASE ATTEND!!!!**

**TUESDAY SEPTEMBER 8, 2009, AT 6:30 PM**

**GENOA TOWNSHIP HALL MEETING**

**TO DISCUSS THE PROBLEMS WE ARE HAVING  
WITH THE "CHALDEAN CAMP".**

**WE NEED TO GET THESE PROBLEMS UNDER  
CONTROL BEFORE THEY GET OUT OF HAND  
AND WE WONT HAVE A LEG TO STAND ON!!!**

**NOTE:**

**THE STATE POLICE AND THE LOCAL POLICE  
WERE CALLED REGARDING THE LOUD MUSIC  
COMING FROM THE CAMP AND THEY ADVISED  
US THERE WAS NOTHING THEY COULD DO  
ABOUT IT.**

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To Board 9/8/09

August 14, 2009

Paulette Skolarus, Clerk  
Township of Genoa  
2911 Dorr Rd.  
Brighton, MI 48116

Re: Emergency Services

Dear Ms. Skolarus:

I am writing today to notify you of important changes that will affect your community's use of its Local Alert System.

In accordance with federal law, Comcast currently complies with its obligations to transmit emergency messages through our national Emergency Alert System (EAS). We also participate in the Michigan State Emergency Alert System (Michigan EAS). Additionally, in some Michigan cities and townships, we have historically provided a Local Alert System (LAS) capable of providing community-specific alerts and messaging.

While we are fully committed to both the federal and state Emergency Alert Systems, we will no longer be able to support LAS after September 15, 2009 for a number of reasons. First, the current Local Alert Systems operate on an analog platform and will not function on digital channels, which are an increasingly large portion of our channel lineup, due to customer demand for more digital services. In addition, with the evolution of alert system technology from an analog signal to a standardized digital signal, these analog-based systems, i.e. LAS, are no longer technologically sound investments for deploying effective emergency communications. In fact, an estimated 90 percent of Michigan television viewers don't have access to LAS, because they rely on digital signals. All viewers, regardless of how they watch TV, have the capacity to see EAS messages that are located on a common platform used by all providers.

Additionally, as you may know, Michigan's Uniform Video Services Local Franchise Act, 2006 PA 480, does not provide for local community emergency alerts in the new Uniform Franchise or for the continuation of such requirements in existing local franchises. Plus, Comcast is preparing for changes to federal and state EAS requirements (explained below) in conjunction with changes to digital technologies and customer equipment.

We do want to stress that the safety of our customers and your residents is of utmost importance to Comcast, and local emergency information carried by local broadcast stations is and will continue to be seen by Comcast customers through the federal and state EAS, demonstrating Comcast's commitment to fulfill its federal and State EAS obligations. As you do now, your community will still be able to provide important emergency announcements through coordination with the Michigan EAS. And, for less urgent messages, we recommend utilizing other available communication tools, such as your allotted public access channels, your community web site, broadcast television and radio and printed materials, which would reach all citizens – not just cable customers.

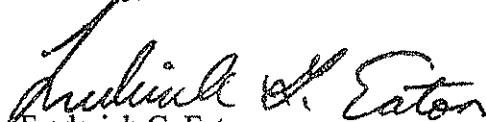
We would like to take this opportunity to ensure that you are provided with information concerning Michigan's EAS plan and process. Michigan EAS is intended to relay a brief message on radio, broadcast television and cable television, among others, concerning an emergency situation. If you are not already using the Michigan EAS, you should familiarize yourself with the plan and procedures at [http://www.michmab.com/eas/index\\_eas.html](http://www.michmab.com/eas/index_eas.html). For EAS purposes, Michigan is divided into eight geographic districts. The Emergency Management and Homeland Security Division of the Michigan State Police assign a District Coordinator to each district. For your convenience, we have attached the District map and contact information for the District Coordinators. In addition, we have attached emergency management contact information for each county. **Your EAS District Coordinator is Lt. Donald Boomershine, who can be contacted at 517-322-1918.**

In the event of a local emergency, your first point of contact should be your County Emergency Management designee, Mr. Donald Arbic, 517-540-7682. Each county designee is part of the state's District EAS. In addition, you, your county or the District Coordinator may have the option of utilizing EMnet to access the Michigan EAS. EMnet is an Internet- and satellite-based messaging system that can be used for issuing EAS alerts. You should contact your county emergency management contact or the Michigan EAS District Coordinator for further information on EMnet.

The Federal Communications Commission (FCC) and the Federal Emergency Management Agency (FEMA) are currently working towards the "Next Generation EAS." FEMA plans to implement a new common EAS messaging protocol ("Common Alerting Protocol" or CAP 1.1) in the near future. The FCC has mandated that all EAS participants, including Comcast, must implement this protocol within 180 days following FEMA's public release of these standards. Once the CAP 1.1 standard is in place, Comcast must be in a position to receive and deliver state level EAS messages in accordance with the new standard. In addition, as the rules are currently drafted, the CAP 1.1 protocol should allow for the delivery of emergency messages to geographically targeted areas of the state, assuming the message is CAP formatted and properly approved. Comcast will carry out these advances in EAS standards and capability as they are released and implemented in the future.

Comcast is ready to assist you in making this transition to the Michigan EAS standard. In the interim, your local alert system will continue to function on analog channels received by our customers in your area until September 15, 2009. If you have any other questions or concerns, please contact me at your convenience.

Sincerely,



Frederick G. Eaton  
Government Affairs Manager  
Comcast, Michigan Region

Cc: Mr. Donald Arbic, County Emergency Management Coordinator

Enclosure