

**GENOA CHARTER TOWNSHIP
BOARD OF TRUSTEES
PUBLIC HEARING AND REGULAR MEETING
AUGUST 15, 2011
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 for approval of minutes: 8-1-11
3. Consideration of approval of a proposal from Network Services Group for Township phone rewiring and equipment at a cost of \$3,275.00.
4. Consider approval of a proposal from Cooper's Turf Management for the installation of landscaping around the Township playground for the amount of \$5,736.

5. Consider approval of a proposal from Leo's Sprinklers for the installation of irrigation around the Township playground for the amount of \$3,500.

Approval of Regular Agenda:

6. Public Hearing on the Pardee Lake Aquatic Weed Control Project.
 - A. Call to the Public
 - B. Call to Property Owners
7. Request for approval of Resolution No. 3 (Approving Project, Cost Estimates, Special Assessment District and Causing the Special Assessment Roll to be Prepared) for Pardee Lake Aquatic Weed Control.
8. Request for approval of Resolution No. 4 (Acknowledging the filing of the Special Assessment Roll, Scheduling the Second Hearing, and Directing the Issuance of Statutory Notices) for Pardee Lake Aquatic Weed Control.
9. Request for approval of an amendment to the General Fund Budget related to Recreation from \$65,000.00 to \$75,000.00 to allow for the continued payment to residents for the difference between in-district and out-district fees related to SELCRA.
10.
 - A. Request to approve Concrete Construction for the installation of a 5-foot sidewalk on the north side of Grand River from Natanna to Chilson with ramps, drainage improvements, and restoration necessary for a complete job for a cost of \$163,000 per their quote dated August 10, 2011.
 - B. Request to approve the Tetra Tech proposal dated August 10, 2011, for construction phase services for the installation of sidewalk on the north side of Grand River from Natanna to Chilson for a cost of \$11,500.
11. Consider approval of a resolution authorizing the Clerk and Supervisor to execute quitclaim deeds to convey parcels 4711-08-400-021, 4711-08-400-022, and 4711-08-400-027 to the Michigan Department of Transportation and parcel 4711-08-400-023, 4711-08-400-024 and 4711-08-400-029 to the Livingston County Road Commission.
12. Request for possible closed session to discuss written opinion from the Township Attorney subject to attorney/client privilege.

Correspondence

Member Discussion

Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE : August 15, 2011

TOWNSHIP GENERAL EXPENSES: Thru August 15, 2011		\$31,172.83
August 8, 2011 Bi Weekly Payroll		\$68,801.38
OPERATING EXPENSES: Thru August 15, 2011		<u>\$257,372.01</u>
	TOTAL:	\$357,346.22

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
27643	Equitabl	Equivest Unit Annuity Lock Box	08/01/2011	20.00
27644	Americ G	American General Life Insuranc	08/02/2011	296.50
27645	ARCHINAL	Michael Archinal	08/02/2011	500.00
27646	HUMPHT	Tesha Humphriss	08/02/2011	200.00
27647	SHELL	Shell	08/02/2011	87.45
27648	VERIZONW	Verizon Wireless	08/02/2011	274.33
27649	WASTE MA	Waste Management	08/02/2011	456.00
27650	Administ	Total Administrative Services	08/05/2011	869.19
27651	Equitabl	Equivest Unit Annuity Lock Box	08/05/2011	455.00
27652	MISDU	Michigan State Disbursement Un	08/05/2011	207.13
27653	AMER IMA	Applied Imaging	08/05/2011	150.00
27655	ARCHINAL	Michael Archinal	08/05/2011	77.38
27656	B S & A	B S & A Software, Inc.	08/05/2011	4,260.00
27657	Bongero	Kelly Bongero	08/05/2011	32.00
27658	BrownM	Marci Brown	08/05/2011	41.00
27659	Butash	Jennifer Butash	08/05/2011	35.00
27660	Clearwat	Clearwater Systems	08/05/2011	38.70
27661	Coatswor	Laura Coatsworth	08/05/2011	37.00
27662	CONTINEN	Continental Linen Service	08/05/2011	78.11
27663	Coon	Gina Coon	08/05/2011	42.00
27664	GANNETT	PRESS & ARGUS	08/05/2011	354.00
27665	GENOADPW	Genoa Township DPW Fund	08/05/2011	3,407.56
27666	GreatWol	Great Wolf Lodge	08/05/2011	266.37
27667	Hetherto	Jennifer Hetheron	08/05/2011	62.00
27668	JohnsonS	Shannon Johnson	08/05/2011	74.00
27669	Kaulfers	Sheila Kaulfersch	08/05/2011	32.00
27670	LaCour	Christie LaCour	08/05/2011	37.00
27671	LAKESIDE	Lakeside Service Company, Inc.	08/05/2011	1,450.80
27672	Laskowsk	Timothy Laskowski	08/05/2011	90.00
27673	LC REG D	Livingston Co. Register Of Dee	08/05/2011	49.00
27674	Lehto	Neil J. Lehto	08/05/2011	56.25
27675	MAA EDUC	MAA Education	08/05/2011	475.00
27676	Mancuso	Mancuso & Cameron	08/05/2011	11,862.55
27677	MASTER M	Master Media Supply	08/05/2011	251.60
27678	Moe	Shealynn Moe	08/05/2011	62.00
27679	Perfect	Perfect Maintenance Cleaning	08/05/2011	1,093.75
27680	Philips	Philips Healthcare	08/05/2011	1,522.28
27681	ROCKET	Rocket Enterprise Inc	08/05/2011	1,395.00
27682	ruthigd	Derek Ruthig	08/05/2011	300.00
27683	TRI COUN	Tri County Cleaning Supply Inc	08/05/2011	174.88

Report Total: 31,172.83

Accounts Payable
Computer Check Register

Genoa Township

**2911 Dorr Road
Brighton, MI 48116**

(810) 227-5225

User: diane

Printed: 07/29/2011 - 14:00

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
27650	Administ	Total Administrative Services	08/05/2011		869.19
			Check 27650 Total:		869.19
10130	AETNA LI	Aetna Life Insurance & Annuity	08/05/2011		25.00
			Check 10130 Total:		25.00
10131	EFT-FED	EFT- Federal Payroll Tax	08/05/2011		7,321.41 2,732.57 4,033.77 943.39 943.39
			Check 10131 Total:		15,974.53
10132	EFT-PENS	EFT- Payroll Pens Ln Pyts	08/05/2011		574.80
			Check 10132 Total:		574.80
27651	Equitabl	Equivest Unit Annuity Lock Box	08/05/2011		455.00
			Check 27651 Total:		455.00
10133	FIRST NA	First National Bank	08/05/2011		300.00 2,770.00 47,625.73

Check 10133 Total: 50,695.73

27652 MISDU Michigan State Disbursement Un 08/05/2011 FIPS 2616300 207.13

Check 27652 Total: 207.13

Report Total: 68,801.38

**First National
Direct Deposit
AUGUST 5, 2011
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Genoa Township	\$50,695.73	
Aaron Korpela		\$1,250.66
Adam Van Tassell		\$1,098.40
Alex Chimpouras		\$1,910.01
Amy Ruthig		\$945.96
Angela Williams		\$666.50
Caitlin Nims		\$896.16
Carol Hanus		\$1,224.56
Craig Bunkoske		\$1,592.79
Daniel Schlack		\$1,267.11
Dave Estrada		\$1,154.34
David Miller		\$1,919.20
Debbie Hagen		\$371.83
Deborah Rojewski		\$2,394.05
Dennis Smith		\$268.27
Diane Zerby		\$437.88
Duane Chatterson		\$1,985.01
Eric Hartman		\$983.70
Greg Tatara		\$2,480.20
James Aulette		\$1,006.21
Jeffrey Meyers		\$1,073.50
Joe Szabelski		\$1,128.76
Judith Smith		\$1,194.14
Karen J. Saari		\$974.00
Kelly VanMarter		\$1,995.97
Kimberly MacLeod		\$1,071.00
Kyle Mitchell		\$1,040.82
Laura Mrocza		\$1,677.86
Luke Brown		\$724.81
Martin Reich		\$1,621.92
Matthew Hunt		\$752.37
Michael Archinal		\$2,868.58
Michael Maahs		\$716.21
Renee Gray		\$1,049.26
Richard Bigham		\$1,882.89
Robin Hunt		\$1,364.41
Scott Lowe		\$1,494.17
Steven Anderson		\$1,777.73
Susan Sitner		\$319.45
Tammy Lindberg		\$980.38
Tesha Humphriss		\$1,134.66
Total Deposit		\$50,695.73

10:57 AM

#592 OAK POINTE WATER/SEWER FUND

Payment of Bills

July 27 through August 8, 2011

Type	Date	Num	Name	Memo	Amount
Check	07/28/2011	2133	AT & T	07/13/2011 - 08/18/2011	-228.75
Check	08/03/2011	2134	AT & T	517-540-0195 & 517-5469733	-165.10
Check	08/03/2011	2135	DTE ENERGY	June 30 - Aug 1, 2011	-606.78
Check	08/03/2011	2136	CONSUMERS ENERGY	Billing from 6/29/11 - 7/29/11	-63.16
Grand Total					-1,063.79

11:02 AM

#593 LAKE EDGEWOOD W/S FUND

Payment of Bills

July 27 through August 8, 2011

Type	Date	Num	Name	Memo	Amount
Check	07/28/2011	1979	AT&T	Acct 517 552-0012 882 3	-48.44
Check	07/28/2011	1980	City Of Brighton	Northstar #2 Water shutoff at 7763 Silver Plume	-25.00
Check	08/04/2011	1981	PRESS & ARGUS	Ad # 532332 - Rate change	-40.00
Grand Total					-113.44

11:00 AM
08/08/11

#595 PINE CREEK W/S FUND

Payment of Bills

July 27 through August 8, 2011

Type	Date	Num	Name	Memo	Amount
Check	08/04/2011	2081	Press & Argus	Water and Sewer Rate change - publication	-40.00
Grand Total					-40.00

#504 DPW RESERVE FUND

Payment of Bills

July 27 through August 8, 2011

<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

#503 DPW UTILITY FUND

Payment of Bills

July 27 through August 8, 2011

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	07/28/2011	1793	Michigan Section, AWWA	Registration - Alex Chimpouras	-425.00
Check	07/28/2011	1794	Mission Point Resort Reservations	Hotel reservation AWWA Alex Chimpouras	-404.34
Check	07/28/2011	1795	Shell Fleet Plus	July statement Acct 065-332-306	-4,249.79
Check	07/28/2011	1796	Verizon Wireless	Acct 880968874-00001 July 2011 statement	-200.96
Check	08/03/2011	1797	Eric Hartman	Tuition assistance - Eric Hartman	-450.00
Check	08/03/2011	1798	Occupational Health Centers	Hep A vaccine - Matthew Hunt	-94.50
Check	08/04/2011	1799	Port City Communications, Inc.	August 1 - August 31, 2011 Call Center Services	-145.19
Check	08/04/2011	1800	Genoa Township		-250,000.00
Check	08/05/2011	1801	MRWA	Craig Bunkoske - training (Basic Electrical)	-185.00
Grand Total					-256,154.78

GENOA CHARTER TOWNSHIP BOARD

Regular Meeting

August 1, 2011

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, Steve Wildman, Jim Mortensen and Jean Ledford. Also present were Township Manager Michael Archinal and four persons in the audience.

A Call to the Public was made with the following response: Jeff Dhaenens – I am pleased that the new refuse contract includes recycling. It was great to see the blue bins throughout the township.

Approval of Consent Agenda:

Moved by Mortensen, supported by Wildman, to approve all items as listed under the Consent Agenda. The motion carried unanimously.

1. **Payment of Bills**
2. **Request for approval of minutes: 7-18-11**
3. **Request for authorization to issue a permit for a fireworks display during the Labor Day weekend on Lake Chemung as petitioned by Kim Cybart.**
4. **Consideration for approval of the 2011 Millage levy of .8146 as requested by Township Assessor Debra Rojewski.**

Approval of Regular Agenda:

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

5. **Request for approval of Resolution 1 and 2 regarding Pardee Lake Aquatic Weed Control project (to Proceed with the Project and direct preparation of the plans and cost estimates establish the first public hearing and direct the issuances of statutory notices).**

Moved by Mortensen, supported by Ledford, to approve the resolution as presented. The motion carried by roll call vote as follows: Ayes – Ledford, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – None. Absent – Smith.

6. **Request for approval of a special use application, impact assessment and site plan for a request to install an above ground storage tank located at 4525 E. Grand River, Howell, Sec. 9, requested by Oscar W. Larson, Co.**

- A. Consider approval of special use permit.

Moved by Ledford, supported by Hunt, to approve the special use permit for outdoor storage of hazardous materials in an above ground stage tank for kerosene/gas. The motion carried unanimously.

- B. Consider approval of impact assessment.
Moved by Skolarus, supported by Wildman, to approve the impact assessment as submitted. The motion carried unanimously.
- C. Consider approval of site plan.
Moved by Ledford, supported by Wildman, to approve the site plan with the condition that the Fire Department letter of April 6, 2011 is complied with. The motion carried unanimously.
- 7. Public hearing on an unsafe structure located at 5487 Chippewa, with Consideration for approval, modification or disapproval of the order of the Unsafe Structure Hearing Officer.**

A call to the public was made with Mr. Clark responding. Clark identified himself as the owner of the parcel of land on Chippewa asked for an additional 30 days to demolish the unsafe structure. A court hearing is scheduled for tomorrow 08/02/2011 with regard to the eviction of the existing tenant.

Moved by Wildman, supported by Mortensen, to approve the order of the unsafe structures hearing office allowing an additional 30 days for the demolition to be completed. The motion carried by roll call vote as follows: Ayes – Ledford, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – None. Absent – Smith.

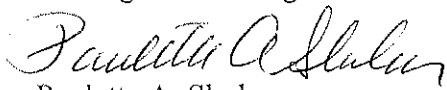
- 8. Request for approval of a Michigan Department of Transportation Performance Resolution.**

Moved by Skolarus, supported by Wildman, to approve the Performance Resolution for Governmental Agencies provided by MDOT subject to review by the Township Attorney. The motion carried by roll call vote as follows: Ayes – Ledford, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – None. Absent – Smith.

Archinal advised the board that work on the signage along I-96 was moving forward. The administrative committee had met and would recommend to the board that the signage language would include the township logo and be named Genoa Rotary Park. The work of the Rotary in Genoa Township had benefitted many residents and helped in the cleanup of the Chilson Cemetery. The board discussed the proposal but took no formal action.

Hunt complimented the township staff in their effort to answer questions and allow for an easy transition from Waste Management to Duncan Disposal.

The regular meeting of the Genoa Charter Township Board was adjourned at 7:55 p.m.


Paulette A. Skolarus
Genoa Township Clerk

(Press/Argus 08/05/2011)

Memorandum

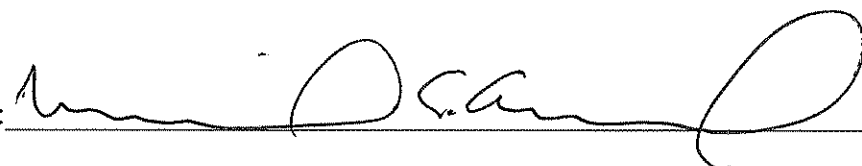
TO: Genoa Township Board

FROM: Adam VanTassell

DATE: August 15, 2011

RE: Township Hall Phone system replacement

Manager Review:

A handwritten signature in black ink, appearing to read "Adam VanTassell", is written over a horizontal line. The signature is fluid and cursive.

At the June 20, 2011 Township Board meeting, the Board approved a contract with Bullesye Telecom to install a new phone system in the Genoa. As part of the installation, the Township Hall needs its wiring updated and new equipment to accommodate the Bullseye system.

**MOVE TO APPROVE THE NETWORK SERVICES GROUP
PROPOSAL FOR TOWNSHIP PHONE REWIRING AND
EQUIPMENT AT A COST OF \$3, 275.00**



Network Services Group, LLC

P.O. Box 7646 • Ann Arbor, MI 48107 • Voice/Fax (877) 815-6974 • Web <http://www.nsgroupllc.com>

Proposal Prepared Exclusively For

Genoa Township

Thursday, August 04, 2011

Thank you for taking the time to review this proposal. Included below please find pricing for setting up your POE switches and cable termination.

Project Overview

Genoa Township is looking for NSG to perform the following duties in relation to the new VOIP system that being installed.

- Install new patch panels for existing phone/modem cables
- Terminate old cables in offices to support data
- Install and configure new POE Switches

Hardware			
Qty	Desc	Unit	Ext
2	24 Port Patch Panel	\$ 30.00	\$ 60.00
2	Cisco Small Business ESW-520-24P-K9 POE Switch	\$ 865.00	\$ 1,730.00
30	RJ-45 Jack	\$ 7.50	\$ 225.00
		Total	\$ 2,015.00

Estimated Service			
Hours	Desc	Unit	Ext
2	Install 24 Port Patch Panel (Qty. 2)	\$ 90.00	\$ 180.00
10	Reterminate existing phone/modem jacks to Network Jack	\$ 90.00	\$ 900.00
2	Configure POE Switches	\$ 90.00	\$ 180.00
		Total	\$ 1,260.00

Assumptions

- Existing cables are in working order
- Existing cables have adequate length to facilitate re-terminating
- Existing cable connections will be easily accessible



Network Services Group, LLC

P.O. Box 7646 • Ann Arbor, MI 48107 • Voice/Fax (877) 815-6974 • Web <http://www.nsgroupllc.com>

Service

NSG charges \$90 per hour for all service and support performed during normal business hours. After hours service is available on a per appointment basis at an additional rate. For your convenience we have estimated the amount of time required for setting up your new equipment. However this can vary depending on the exact circumstances and you will be billed for the actual time required.

Order Acknowledgement:

Name (Printed)

Title

Signature

Date

By signing above I authorize Network Services Group to proceed with the project described within this proposal and to order any required parts and materials that are required to do so. I also agree to provide a non-refundable deposit before work begins with the balance due upon completion. NSG will put forth a good faith effort to honor the pricing contained in this proposal for as long as possible, but cannot be held responsible for availability constraints or pricing increases by the manufacturer or distributor. If there is a discrepancy in the pricing at the time the order is placed you will be notified and may proceed or cancel the order at your option. All pricing and availability information is current as of the date on the proposal. Prices do not include sales tax. Invoice amounts over 30 days past due will accrue interest at the rate of 7% per annum. You will be responsible for all costs involved in collecting past due amounts, including interest, fees, and actual attorney fees.

MEMORANDUM

TO: Township Board

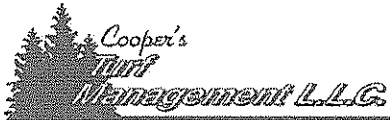
FROM: Michael Archinal *MA*

DATE: 8/10/11

RE: Playground Landscaping

Please find attached estimates for the installation of landscaping around the Township Playground per the previously approved plan from Boss Engineering. The low bidder is Cooper's Turf Management with an amount of \$5,736. Please consider the following action:

Moved by _____, supported by _____, to approve the proposal from Cooper's Turf Management for the installation of landscaping around the Township Playground for the amount of \$5,736.



PO Box 501 Howell, MI. 48844-0501
 517-548-6653 info@coopersturf.com

Estimate

Date	Estimate #
7/31/2011	5100

Name / Address
GENOA TOWNSHIP 2911 DORR ROAD BRIGHTON, MI. 48116

Terms	Project
due upon receipt	

Qty	Description	Cost	Total
	PARK ESTIMATE		
2	RED SUNSET MAPLE 2.5" EACH INSTALLED	294.00	588.00
1	CLEVELAND PEAR 2.5" EACH INSTALLED	275.00	275.00
18	GREEN VELVET BOXWOOD 24" INSTALLED	52.00	936.00
3	PRINCESS SPIREA 24" INSTALLED	35.00	105.00
2	DWARF LILAC 36" INSTALLED	55.00	110.00
8	DENSE YEW 32" INSTALLED	55.00	440.00
16	EMERALD ARB 5' INSTALLED	78.00	1,248.00
4	DWARF CRANBERRY BUSH 36" INSTALLED	45.00	180.00
30	ELIJAH BLUE INSTALLED	8.00	240.00
18	LILY TURF INSTALLED	8.00	144.00
17	MAIDENGRASS INSTALLED	15.00	255.00
20	BLACK ALUMINUM EDGING PER LINEAR FT.	3.00	60.00
15	PLANTING MIX PER YARD	25.00	375.00
13	DOUBLE SHREDDED ENVIRO MULCH PER YARD	60.00	780.00
Total			\$5,736.00

QUOTE IS VALID IF SIGNED WITHIN 15 DAYS OF ISSUED DATE

Approval Signature _____



Leppenk
Nursery & Garden Center

7341 W. Grand River Avenue, Brighton, Michigan 48114 Phone (810) 227-2566
Fax (810) 227-5795

7-26-11
Genoa Township Park
Contact: Mike @ Genoa

LANDSCAPE ESTIMATE

BED PREPARATION.....

- Removal & Disposal of the existing un-used soil debris.
- Rototill the existing soil to aerate.
- 15 yards of Planting Mix is needed to enrich the existing soil.
- Approx: 192' of Black Aluminum edging is needed to divide the Landscape beds from the lawn areas

HARDWOOD MULCH.....

- 13 yards of Brown Mulch is needed to cover the new landscape beds approx: 4" thick and top-dress the existing beds.

PLANTS.....

- | | | |
|------|------------------------------|----------|
| • 2 | Red Sunset Maple | 2.5" B&B |
| • 1 | Cleveland Pear | 2.5" B&B |
| • 16 | Emerald Green Arborvitae | 4-5' B&B |
| • 3 | Little Princess Spirea | 3 gal. |
| • 17 | Maiden Grass | 3 gal. |
| • 30 | Blue Fescue Grass | 1-2 gal. |
| • 18 | Velvet Boxwood | 18-24" |
| • 2 | Miss Kim Lilac | 3 gal. |
| • 8 | Dense Yews | 24-32" |
| • 4 | Dwarf Cranberrybush Viburnum | 3-5 gal. |
| • 18 | Creeping Lilyturf | 1-2 gal. |

- 1-year warranty.

TERMS.....

- This Estimate is conceptual and may be subject to field adjustments....
- **Watering is extremely important to the survival of your landscape.** You want to make sure that the soil is kept moist. To measure this, simply put your index finger in the ground. If the ground is moist than you plant is currently okay. Although, soil should become somewhat dry between waterings. The soil is too wet when water can be squeezed out of the soil between waterings. Always water the first day of planting and never water the foliage just the soil around the plant.
- Leppek Nursery, Inc. also recommends that for the first year an upstart fertilizer be used on all new plantings. An Upstart fertilizer is a **Vitamin B1 root stimulant**, which is extremely important to the establishment of your newly installed plant's root systems.
- **balance upon completion**

TOTAL = \$9,535.00

CLIENT

DATE

LEPPEK LANDSCAPE, LLC.

DATE

MEMORANDUM

TO: Township Board

FROM: Michael Archinal *ma*

DATE: 8/10/11

RE: Playground Landscaping Irrigation

Please find attached an estimate from Leo's Sprinkler Service for the installation of landscaping around the Township Playground for the amount of \$3,500. Leo's is responsible for the operation of the irrigation on the Township athletic fields and the Township Hall. Competitive bids were not sought as we have enjoyed a good relationship with Leo's, the cost is reasonable and there is significant value to having a single contractor responsible for the system. Please consider the following action:

Moved by _____, supported by _____, to approve the proposal from Leo's Sprinkler Service for the installation of irrigation around the Township Playground for the amount of \$3,500.



www.leosprinklers.com

8844 River Valley Road · Brighton, MI 48116

Office: 810-231-6076 · Fax: 810-231-6177

July 20, 2011

Genoa Township
2911 Dorr Road
Brighton, MI 48116

Attn: Mr. Mike Archinal – Township Manager

Dear Mike,

I would like to thank you for the opportunity to present the bid for the sprinkler system installation at Genoa Township Park near the pavilion.

We will install approximately 10 rotors and 2 spray heads near the section by the drinking fountain. There will be approximately 13 rotor heads installed left of the play area. We will install approximately 10 rotors to the right of the play area.

I also estimate 6 bores under the walk ways. We will also install one wireless controller and valves.

We will install a Hunter Rain Sensor at no charge, a \$200.00 value.

The estimate for the installation including material and labor is **\$3,500.00**.

If you have any questions, please feel free to reach me at the office, or you can also call my cell at 1-810-499-2044.

We look forward to working with you, and hope to hear from you soon.

Sincerely,

Leo J. Hutchinson, Jr.

Material List:

1- Hunter Wireless Controller
6- Hunter Latching Valves
Rotors and Spray heads
Heavy Duty Direct Burial Wire
Waterproof Connectors
Stainless Steel Clamps
N>S>F> Polyethylene #80 Pipe
6- Bores
1 Hunter Rain Sensor N/C

[Resolution No. 3 – Pardee Lake Aquatic Weed Control Improvement Project
Reimbursement Special Assessment Project (2011)]

TOWNSHIP OF GENOA

At a regular meeting of the Township Board of the Township of Genoa, Livingston County, Michigan, (the “Township”) held at the Township Hall on August 15, 2011, at 6:30 p.m., there were

PRESENT: McCririe, Hunt, Mortensen, Ledford, Smith and Wildman.

ABSENT: Skolarus

The following preamble and resolution were offered by _____, and seconded by _____.

Resolution Approving Project, Cost Estimates, Special Assessment District and Causing the Special Assessment Roll to be Prepared

WHEREAS, the Board of Trustees of the Township has approved the aquatic weed control improvement project for Pardee Lake within the Township as described in Exhibit A (the “Project”);

WHEREAS, preliminary plans and cost estimates for the Project have been filed with the Township Clerk;

WHEREAS, the Board of Trustees of the Township has determined to proceed with the Project in accordance with Act No. 188, Michigan Public Acts of 1954, as amended;

WHEREAS, the Board of Trustees of the Township has determined to advance the costs of the Project from Township funds and to use special assessments to raise the money necessary to reimburse the Township for the advance of such funds;

WHEREAS, the Township Board has tentatively determined to proceed with the Project;

WHEREAS, the Township held a public hearing on the Project and the proposed special assessment district (the “Special Assessment District”) for the Project on August 15, 2011;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Township Board approves the completion of the Project and approves the plans and cost estimates for the Project, which are on file with the Township Clerk and which are identified as “Plans and Cost Estimates for the Pardee Lake Aquatic Weed Control Project and Reimbursement Special Assessment Project (2011).”

2. The Township Board determines that the Special Assessment District for the Project shall consist of the parcels identified in Exhibit B. The term of the Special Assessment District shall be for five years.

3. The Township Supervisor is directed to prepare the Special Assessment Roll for the Special Assessment District identified in Exhibit B. The Special Assessment Roll shall describe all the parcels of land to be assessed with the names of the respective record owners of each parcel, if known, and the total amount to be assessed against each parcel of land. When the Township Supervisor completes the Special Assessment Roll, he shall affix his certificate to the roll, which certificate shall be substantially in the form of Exhibit C to this resolution.

4. All resolutions or parts of resolutions in conflict with this resolution are hereby rescinded.

A vote on the foregoing resolution was taken and was as follows:

YES: Ledford, Smith, Hunt, Wildman, Mortensen and McCririe.

NO: None.

ABSENT: Skolarus.

CLERK'S CERTIFICATE

The undersigned, being the duly qualified and acting Clerk of the Township, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board at a meeting of the Township Board, at which meeting a quorum was present and remained throughout; (2) the original thereof is on file in the records in my office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended); and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Paulette A. Skolarus, Genoa Township Clerk

EXHIBIT A

DESCRIPTION OF PROJECT
A FIVE YEAR SPECIAL ASSESSMENT DISTRICT
WITH PROJECTED COSTS AS FOLLOWS:

The project (the "Project") will consist of:

1. Fluridone treatment for Eurasian Watermifoil, Curly leaf Pondweed, DEQ permits, township printing and publishing, and with water quality analysis at a cost of approximately \$126,000.00 to be levied over five years and to be divided equally between all parcels within the district on an annual basis beginning in 2011.

Exhibit B

The Project is being designed to serve the properties in the Special Assessment District, which district is illustrated on the map (included) and includes the specific properties that are identified by the following permanent parcel numbers:

4711-30-100-010	4711-30-100-011	4711-30-100-013	4711-30-100-015
4711-30-100-017	4711-30-100-024	4711-30-100-041	4711-30-101-001
4711-30-101-002	4711-30-101-003	4711-30-101-004	4711-30-101-006
4711-30-101-007	4711-30-101-010	4711-30-101-015	4711-30-101-018
4711-30-101-022	4711-30-101-025	4711-30-101-026	4711-30-101-029
4711-30-101-033	4711-30-101-034	4711-30-101-037	4711-30-101-046
4711-30-101-047	4711-30-101-049	4711-30-101-051	4711-30-101-053
4711-30-101-123	4711-30-101-125	4711-30-101-126	4711-30-101-127
4711-30-300-001	4711-30-300-002	4711-30-300-003	4711-30-300-006
4711-30-300-007	4711-30-300-008	4711-30-300-009	4711-30-300-013
4711-30-300-018	4711-30-300-019	4711-30-300-023	



Certificate

I, the undersigned, Supervisor of Genoa Township, Livingston County, Michigan (the "Township"), acting pursuant to a resolution duly adopted by the Township Board of the Township on August 15, 2011 (the "Resolution") certify that (1) the attached special assessment roll for the Pardee Lake Aquatic Weed Control Improvement Project and Reimbursement Special Assessment Project (2011) Special Assessment District, to which this Certificate is affixed, was made pursuant to the Resolution and (2) in making such roll, I have, according to my best judgment, conformed in all respects to the directions contained in the Resolution and the statutes of the State of Michigan, including Act No. 188, Public Acts of Michigan, 1954, as amended.

Dated: August 15, 2011

Gary McCririe
Genoa Township Supervisor

[Resolution No. 4 (PARDEE LAKE) Aquatic Weed Control Project
Reimbursement Special Assessment Project (2011)]

TOWNSHIP OF GENOA

At a regular meeting of the Township Board of the Township of Genoa, Livingston County, Michigan, (the "Township") held at the Township Hall on August 15, 2011, at 6:30 p.m., there were

PRESENT: McCririe Hunt, Smith, Ledford, Wildman and Mortensen.

ABSENT: Skolarus

The following preamble and resolution were offered by Smith, seconded by Ledford.

**Resolution Acknowledging the Filing of the Special
Assessment Roll, Scheduling the Second Hearing,
and Directing the Issuance of Statutory Notices**

WHEREAS, the Board of Trustees of the Township has determined to proceed with the aquatic weed control improvement project within the Township as described in Exhibit A (the "Project");

WHEREAS, the Board of Trustees of the Township has determined to proceed with the Project in accordance with Act No. 188, Michigan Public Acts of 1954, as amended;

WHEREAS, the Board of Trustees of the Township has determined to advance the costs of the Project from Township funds and to use special assessments to raise the money necessary to reimburse the Township for the advance of such funds;

WHEREAS, the Township Supervisor has prepared the Special Assessment Roll entitled "Special Assessment Roll for the East and West Crooked Lakes Aquatic Weed Control Project Reimbursement Special Assessment Project (2011)" (the "Proposed Roll") and has filed the Proposed Roll with the Township Clerk;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Township Board acknowledges that the Township Supervisor has filed the Proposed Roll with the Township Clerk.

2. The Township Board acknowledges that the Township Supervisor has certified that (a) the Proposed Roll was prepared in accordance with the direction of the Township Board and (b) the Proposed Roll was prepared in accordance with the laws of the State of Michigan.

3. In accordance with Act No. 188, Michigan Public Acts of 1954, as amended, and the laws of the State of Michigan, there shall be a public hearing on the Proposed Roll.

4. The second public hearing will be held on Tuesday, September 6, 2011, at 6:30 p.m. at the offices of Genoa Charter Township, Livingston County, Michigan.

5. The Township Clerk is directed to mail, by first class mail, a notice of the public hearing to each owner of or party in interest in property to be assessed, whose name appears upon the

last Township tax assessment records. The last Township tax assessment records means the last assessment roll for ad valorem tax purposes which has been reviewed by the Township board of review, as supplemented by any subsequent changes in the names or addresses of such owners or parties listed thereon. The notice to be mailed by the Township Clerk shall be similar to the notice attached as Exhibit C and shall be mailed by first class mail on or before August 22, 2011.

6. The Township Clerk is directed to publish a notice of the public hearing in the Livingston County Daily Press & Argus, a newspaper of general circulation within the Township. The notice shall be published twice, once on or before August 26, 2011 and September 2, 2011. The notice shall be in a form substantially similar to the notice attached as Exhibit B.

7. All resolutions or parts of resolutions in conflict with this resolution are hereby rescinded.

A vote on the foregoing resolution was taken and was as follows:

YES: Ledford, Smith, Hunt, Wildman, Mortensen and McCririe.

NO: None.

ABSENT: Skolarus

CLERK'S CERTIFICATE

The undersigned, being the duly qualified and acting Clerk of the Township, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board at a meeting of the Township Board, at which meeting a quorum was present and remained throughout; (2) the original thereof is on file in the records in my office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended); and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Paulette A. Skolarus, Genoa Charter Township Clerk

Exhibit D
Affidavit of Mailing

STATE OF MICHIGAN)
)
COUNTY OF LIVINGSTON)

Paulette A. Skolarus, being first duly sworn, deposes and says that she personally prepared for mailing, and did on August 22, 2011, send by first-class mail, the notice of hearing, a true copy of which is attached hereto, to each record owner of or party in interest in all property to be assessed for the improvement described therein, as shown on the last local tax assessment records of the Township of Genoa; that she personally compared the address on each envelope against the list of property owners as shown on the current tax assessment rolls of the Township; that each envelope contained therein such notice and was securely sealed with postage fully prepaid for first-class mail delivery and plainly addressed; and that she personally placed all of such envelopes in a United States Post Office receptacle on the above date.

Paulette A. Skolarus
Genoa Charter Township Clerk

EXHIBIT B

Genoa Charter Township
Livingston County, Michigan

NOTICE OF PUBLIC HEARING
UPON A PROPOSED AQUATIC WEED CONTROL IMPROVEMENT PROJECT
AND SPECIAL ASSESSMENT DISTRICT FOR THE PROJECT
FOR PARDEE LAKE IN GENOA CHARTER TOWNSHIP

NOTICE IS HEREBY GIVEN:

- (1) The Township Board of Genoa Charter Township, Livingston County, Michigan, in accordance with the laws of the State of Michigan, will hold a Public Hearing on Tuesday, Sept. 6, 2011, at 6:30 p.m., at the Genoa Charter Township Offices, 2911 Dorr Road, Brighton, Michigan 48116, to review the following proposed special assessment district:

GENOA CHARTER TOWNSHIP – PARDEE LAKE
AQUATIC WEED CONTROL PROJECT
AND SPECIAL ASSESSMENT DISTRICT (winter 2011)
(A five-year program with costs as follows)

and to hear any objections thereto and to the proposed project.

The project (the “Project”) will consist of:

1. Fluridone treatment for Eurasian Watermifoil, Curly leaf Pondweed, DEQ permits, township printing and publishing, and with water quality analysis at a cost of approximately \$126,000.00 to be levied over five years and to be divided equally between all parcels within the district on an annual basis beginning in December 2011. Property owners will be assessed \$586.05 for five years beginning December 2011 and ending December 2015.
2. The Project is being designed to serve the properties in the Special Assessment District, which includes the specific properties that are identified by the following permanent parcel numbers and map:

4711-30-100-010	4711-30-100-011	4711-30-100-013	4711-30-100-015
4711-30-100-017	4711-30-100-024	4711-30-100-041	4711-30-101-001
4711-30-101-002	4711-30-101-003	4711-30-101-004	4711-30-101-006
4711-30-101-007	4711-30-101-010	4711-30-101-015	4711-30-101-018
4711-30-101-022	4711-30-101-025	4711-30-101-026	4711-30-101-029
4711-30-101-033	4711-30-101-034	4711-30-101-037	4711-30-101-046

4711-30-101-047	4711-30-101-049	4711-30-101-051	4711-30-101-053
4711-30-101-123	4711-30-101-125	4711-30-101-126	4711-30-101-127
4711-30-300-001	4711-30-300-002	4711-30-300-003	4711-30-300-006
4711-30-300-007	4711-30-300-008	4711-30-300-009	4711-30-300-013
4711-30-300-018	4711-30-300-019	4711-30-300-023	



3. The Township plans to impose special assessments on the properties located in the Special Assessment District to pay for the costs of the Project.

4. The preliminary plans and cost estimates for the proposed Project and the boundaries of the Special Assessment District are now on file in the office of the Township Clerk for public inspection. The Township Board has initiated the Project. Pursuant to the provisions of Public Act 188 of 1954, record owners of land have the right to file written objections to the Project with the Township Board and if written objections are filed by record owners constituting more than 20% of the parcels in the proposed Special Assessment District then the Township Board will not proceed with the Project unless petitions are filed in support of the Project by record owners of land constituting more than 50% of the parcels in the proposed Special Assessment

District. Any person objecting to the proposed Project or the proposed Special Assessment District shall file an objection in writing with the Township Clerk before the close of the September 6, 2011 hearing or within such further time as the Township Board may grant.

This notice is given by order of the Genoa Township Board.

Dated: August 15, 2011

Paulette A. Skolarus
Genoa Township Clerk

(Press/Argus 08/29/2011 & 09/2/2011)

(Resolutions – Notice 2 – Pardee)

06/02/2011

Payment Schedule for X0058 (Pardee LK 3) for GENOA TOWNSHIP

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SP District

Parcel #

Name

2011

2012

2013

DB: Genoa 2014

2015

SP District	Parcel #	Name	2011	2012	2013	2014	2015
X0058 (Pardee LK 3) Unit 4711	4711-30-100-010	HALL, DAVID & DEBO	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) Unit 4711	4711-30-100-011	BANAS, LAWRENCE S.	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) Unit 4711	4711-30-100-013	GALE, JOSEPH & HEL	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) Unit 4711	4711-30-100-015	GUZIK PAUL & JOAN	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) Unit 4711	4711-30-100-017	O'NEILL MICHAEL T	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) Unit 4711	4711-30-100-024	SMITH, EARL	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) Unit 4711	4711-30-100-041	TEGROTENHUIS, DAVI	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) Unit 4711	4711-30-101-001	GERGICS, ELI & LOR	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) Unit 4711	4711-30-101-002	HOERLE, JAMES & SH	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) Unit 4711	4711-30-101-003	MANUEL SAMUELSON C	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) Unit 4711	4711-30-101-004	HENDRA, ALFRED	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) Unit 4711	4711-30-101-006	POMA, PHILLIP JR.	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) Unit 4711	4711-30-101-007	TRUDEL, JOHN R. JR	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) Unit 4711	4711-30-101-010	POMA, PHILIP JR.	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) Unit 4711	4711-30-101-015	BROWN, JOHN WM.	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) Unit 4711	4711-30-101-018	AMOLSCH, SHIRLEY E	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) Unit 4711	4711-30-101-022	NOWAK, MARY E.	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) Unit 4711	4711-30-101-025	BLAINE, ROBERT, &	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) Unit 4711	4711-30-101-026	BANDLI, RICHARD	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) Unit 4711	4711-30-101-029	REZNICK, WILLIAM &	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) Unit 4711	4711-30-101-033	HALL, DAVID & DEBO	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) Unit 4711	4711-30-101-034	GIRAUD, GEORGE, LO	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) Unit 4711	4711-30-101-037	FRENCH, JAMES	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) Unit 4711	4711-30-101-046	WALLACE, GREGORY &	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) Unit 4711	4711-30-101-047	LISS TRUST	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) Unit 4711	4711-30-101-049	LAVANTURE, ROBT. &	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) Unit 4711	4711-30-101-051	LAVANTURE, ROBT. &	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) Unit 4711	4711-30-101-053	HAMER, WILFRED & D	586.05	586.05	586.05	586.05	586.03

06/02/2011

Payment Schedule for X0058 (Pardee LK 3) for GENOA TOWNSHIP

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Sp: District

Parcel #	Name	2011	2012	2013	2014	2015
X0058 (Pardee LK 3) 4711-30-101-123 Unit 4711	NOBLE, MARSHA	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) 4711-30-101-125 Unit 4711	RENAUD, JOSEPH	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) 4711-30-101-126 Unit 4711	LOVEDAY, JACK J. I	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) 4711-30-101-127 Unit 4711	UMMEL KAREN D	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) 4711-30-300-001 Unit 4711	SCHAFER CYNTHIA S	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) 4711-30-300-002 Unit 4711	ALBRANT, LYLE H. &	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) 4711-30-300-003 Unit 4711	NOWACKI, ROBERT &	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) 4711-30-300-006 Unit 4711	ALBRANT, LYLE	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) 4711-30-300-007 Unit 4711	PATTERSON, ALAN &	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) 4711-30-300-008 Unit 4711	GIBSON, MICHAEL A	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) 4711-30-300-009 Unit 4711	SANTONI, MARK & MI	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) 4711-30-300-013 Unit 4711	ROGERS BYRON R	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) 4711-30-300-019 Unit 4711	DUGAS, MICHAEL R.	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) 4711-30-300-023 Unit 4711	UZELAC KATINA & MI	586.05	586.05	586.05	586.05	586.03
X0058 (Pardee LK 3) 4711-30-300-018 Unit 4711	DUGAS, MICHAEL R.	586.05	586.05	586.05	586.05	586.03
Total Parcels: 43		25,200.15	25,200.15	25,200.15	25,200.15	25,199.29



MEMO

TO: Honorable Members of the Genoa Charter Township Board
FROM: Tesha Humphriss, Engineer
DATE: August 10, 2011
RE: Sidewalk Improvements
North Side of Grand River Avenue
Natanna to Chilson

MANAGER REVIEW: 



For several years the Township Board has been setting aside money in the general fund budget each year to create a pedestrian pathway throughout the Township. The most recent improvement was constructed in 2009 which connected the sidewalk on the north side of Grand River from Latson Road to Natanna Drive (the Landings of Rolling Ridge subdivision). Currently the Township has allocated enough funds to extend the sidewalk installed in 2009 to the west to tie into the City of Howell along the north side of Grand River.

The proposed sidewalk improvement consists of a 5-foot wide concrete sidewalk along the north side of Grand River from Natanna Drive to Chilson Road. The total length of the project is approximately 5,000 linear feet. There is existing sidewalk at Chilson Road that extends to the western Township border and ties into the City of Howell sidewalk. In June 2011 survey was completed and in July construction plans were generated. On August 2, 2011, the plans were submitted to MDOT for review and issuance of the necessary construction permit.

We are currently working with MDOT to finalize the design of the sidewalk in the vicinity just west of Char Ann Drive. Currently, drainage is directed off of Grand River through 5 separate spillways that are approximately 6-wide each. To ensure the new sidewalk is protected we are proposing to direct the drainage under the sidewalk by raising the grade of the new sidewalk. We have proposed installation of 4 to 6 inch pipe encased in concrete within the existing spillways to direct drainage under the proposed sidewalk. MDOT may require removal of the spillways and installation of catch basin structures, new curb inlets, and an outlet pipe directed under the sidewalk.

Attached is a proposal from Concrete Construction for installation of the sidewalk. We used concrete construction for the 2009 project and they did an excellent job of installing the sidewalk, working with the property owners regarding access to their properties and restoration, and working with MDOT.

It should be noted that their proposal includes a line item for an additional \$18,000 for installation of the catch basin structures if MDOT requires this for the project.

Also attached is a proposal from Tetra Tech for construction staking and inspection services. Tetra Tech will stake the right of way and sidewalk alignment for the contractor. Tetra Tech will also collect concrete samples, prepare as built drawings, and complete daily inspection reports.

Based on the above explanation and the attached documents, please consider the following motions:

Moved by _____, supported by _____ to approve Concrete Construction for the installation of a 5-foot wide sidewalk on the north side of Grand River from Natanna to Chilson with ramps, drainage improvements, and restoration necessary for a complete job for a cost of \$163,000 per their quote dated August 10, 2011.

Moved by _____, supported by _____ to approve the Tetra Tech proposal dated August 10, 2011, for construction phase services for the installation of sidewalk on the north side of Grand River from Natanna to Chilson for a cost of \$11,500.

.

CONCRETE CONSTRUCTION, INC.

Proposal

CONCRETE CONSTRUCTION, INC.
P.O. BOX 256
HOWELL MI 48844
517-223-7594
517-223-8422 fax

08/10/2011
 Tesha Humphries
 Genoa Township
 Howell
 Good For:30 Days
PROJECT
 Genoa Twp Sidewalk Improvement

Tesha Humphries

We propose to furnish all material and perform all labor necessary to complete the construction of the following listed items and quantities:

		QUAN.	UNIT PRICE	PRICE
Embankment	CUBIC YDS	1634.84	\$10.90	\$17,819.73
Excavation for Subgrade and sand	SQ. FT.	34024	\$0.44	\$15,016.77
Restoration topsoil seed and mulch	SQ. FT.	35261	\$0.51	\$18,087.59
Traffic Control	LUMP SUM	1	\$4,415.55	\$4,415.55
4" Concrete s/w 5' wide	SQ. FT.	21265	\$2.80	\$59,560.48
4" sidewalk removal	SQ. FT.	2696	\$1.62	\$4,365.61
Curb and gutter sawcut and rem	LIN. FT.	430	\$29.73	\$12,785.65
Storm inlets and rep. 1 cover and fran	EACH	6.00	\$700.00	\$4,200.00
Ada plaques	EACH	6.00	\$200.00	\$1,200.00
If needed add for catch basins				
24" storm inlets and 12" pipe	EACH	5.00	\$3,600.00	\$18,000.00

Sub Total	\$137,451.38
Bond cost	\$6,872.57
Total	\$144,323.95

We propose to furnish material and labor, complete in accordance with above specifications, for the sum of..... \$144,323.95 Dollars

Payments to be made as follows: **NET, TENTH OF THE MONTH FOLLOWING COMPLETED WORK (PARTIAL OR FULL) RETENTION'S HELD OVER 60 DAYS FROM COMPLETED WORK WILL BE SUBJECT TO A FINANCE CHARGE OF 12% ANNUAL INTEREST RATE AND THE AMOUNT SHALL BECOME APART OF THIS AGREEMENT.**

Contractor's signature: _____

Date:

Work shall not commence without a signed agreement and copy of Notice Of Commencement.

Acceptance of proposal - The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Owner's signature: _____

Date:



TETRA TECH

August 10, 2011

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

**Re: 2011 Sidewalk Installation
Construction Phase Services
Scope of Work**

Mr. Archinal:

The plans for the proposed sidewalk improvements along the north side of Grand River from Nantana Drive to Chilson Road have been submitted to the MDOT for review and issuance of the necessary construction permit. It is our understanding that the Township is requesting our services for the layout of the improvements and construction phase engineering services. We propose the following scope of services during this phase of the work.

SCOPE OF SERVICES

- Arrange and attend a pre construction meeting with the contractor and Township to review the work and project details.
- Provide survey layout of proposed walk inclusive of staking the centerline of the route at 50 foot increments, and then staking the northerly right of way of Grand River at approximately 100 foot increments. Grades for the sidewalk are provided on the construction plans for the contractor's use in installing the walk.
- Provide a Resident Project Representative to observe the work of the contractor. RPR services will be provided on a part time basis. An average of 6 hours per week for a projected 6 week construction period is assumed in this proposal.
- Perform concrete field testing consisting of slump tests, air entrainment tests, and if necessary, cylinder preparation for each concrete pour. It is assumed the sidewalk will be completed in 6 events.
- Prepare conforming to construction record drawings.

SCHEDULE

It is anticipated that the construction will commence in September 2011 and be completed prior to November 2011.

Tetra Tech

123 Brighton Lake Road, Suite 203, Brighton, MI 48116
Tel 810.220.2112 Fax 810.220.0094 www.tetrattech.com

Mr. Michael Archinal, Manager
Genoa Township
2011 Sidewalk Installation
Construction Phase Services
August 10, 2011
Page 2 of 2

COMPENSATION

Compensation for our personnel directly engaged in the work of this proposal will be based on our hourly billable rates. We propose a budget of \$11,500 for this phase of the project.

Please review this proposal and if you approve, please sign in the space below and return one original copy of this proposal for our records. Our Standard Terms and Conditions are attached and considered part of this proposal.

We appreciate the opportunity to provide continuing professional services to Genoa Township.

Please call if you have any questions.

Sincerely,



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

Proposal Accepted By Genoa Township

By: _____

Title: _____

Date: _____

Attachments: Tetra Tech Standard Terms and Conditions



Tetra Tech of Michigan, PC

Design and Construction 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 without cause or 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.

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

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

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

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.

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

Site Visits/Observation If included in the scope of service, Consultant shall visit the project and/or construction site at appropriate intervals to become generally familiar with the progress, quality of work (contractors' work), and to determine if the work is proceeding in general accordance with the Contract Documents. Visits to the project site and observations made by Consultant as part of services during construction under this Agreement shall not make Consultant responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto.

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

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

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 remedy provided in 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 agree to work in good faith to replace an invalid provision with one that is valid with as close to 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 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.

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, Consultant shall be entitled to collect from the Client any judgment or settlement sums, 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 all 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 the 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 or a cause of action in favor of a third party against either the Client or the Consultant. 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, the performance or nonperformance of services hereunder. The Client agrees to include this 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.

RESOLUTION 110815

GENOA CHARTER TOWNSHIP

RESOLUTION FOR TRANSFER OF PROPERTY

The following resolution was

OFFERED BY _____

and

SUPPORTED BY _____

and unanimously passed a roll call vote having been taken; at a duly called public meeting of the Board of Trustees of Genoa Charter Township and held at the Genoa Township Hall located at 2911 Dorr Road, Brighton, Michigan 48116.

IT IS HEREBY RESOLVED that Genoa Charter Township shall quit claim deed parcel numbers 4711-08-400-021, 4711-08-400-022, and 4711-08-400-027 to the Michigan Department of Transportation and parcel numbers 4711-08-400-023, 4711-08-400-024, and 4711-08-400-029 to the Livingston County Road Commission for the Latson Road Interchange project.

BE IT FURTHER RESOLVED that the Township Supervisor, Gary T. McCririe, and the Clerk, Paulette A. Skolarus, are hereby authorized to sign the said quit claim deeds on behalf of the Township.

CERTIFICATION

Paulette A. Skolarus being the duly elected Clerk of Genoa Charter Township does hereby certify that this Resolution was duly passed at a public meeting of the Genoa Charter Township Board of Trustees held on August 15, 2011.

Paulette A. Skolarus
August _____, 2011

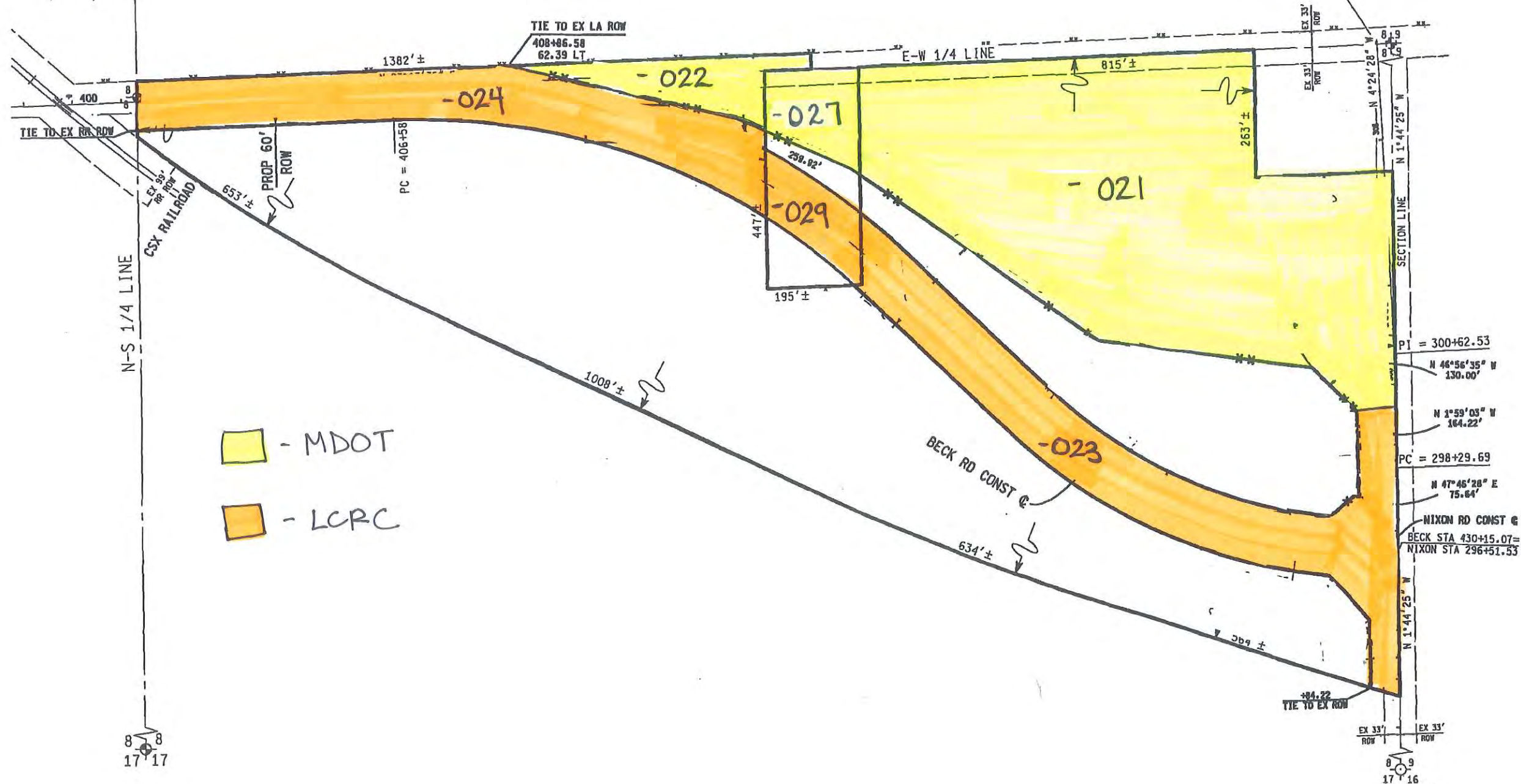
SEC. 8, T2N, R5E
 GENOA TOWNSHIP,
 LIVINGSTON COUNTY

CONTROL 47065
 JOB NO. 101622B
 PARCEL 303 /
 Parts 1, 2, & 3

SCALE
 1"=300'
 DRW'N KW 12/09

11-08-400-

1/4 CORNER COMMON TO
 SECTIONS 8 & 9, T2N-R5E
 LATSON RD. STA 306+96.98,
 29.54 ft RT OFFSET



- MDOT
 - LCRC

8
17-17

9
17-16



Brian Jonckheere

2300 E. Grand River, Suite 105
Howell, Michigan 48843-7581
(517) 546-0040
Fax (517) 545-9658

August 2, 2011

Dear Sunrise Park Residents:

It has been a long journey of designing, re-designing storm drains, obtaining easements for Sunrise Park. We are happy to announce that construction will start on the storm drains on Monday, August 8, 2011.

In discussions with engineers, our office, and the contractor, it has been stressed that the construction will start at the northern end of Sunrise Park at Drain No. 2. This is commonly known as the "Boat Storage Area". Then the construction will proceed south along Sunrise Park Drive. There will be road closures but we have been assured by the engineers and contractor that the construction will not block evening traffic or safety vehicles. We are expecting and estimate of 6-8 weeks for the bulk of the construction and time after that for restoration.

If you have any questions or comments during the construction, please direct all calls to the Livingston County Drain Commissioner's office, Mark Hathaway or Debbie Ursin at 517 546 0040. We will forward your inquiries to the correct person.

Thank you for your patience during construction.

Sincerely,

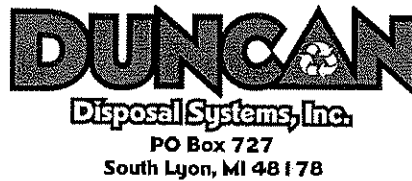
A handwritten signature in black ink, appearing to read "Kenneth E. Recker II".

Kenneth E. Recker II, PE
Chief Deputy Drain Commissioner

- cc: Carol Morgan, President, Sunrise Park Homeowner Association
- Dan Fredricks, Engineer, Fishbeck, Thompson, Carr & Huber, Inc.
- Michael Archinal, Manager, Genoa Township
- Greg Tatara, MHOG Director

August 8, 2011

Mike Archinal
Township Manager
2980 Dorr Road
Brighton, Michigan 48116



Dear Mike:

We thought you and the Board Members would like a synopsis of events occurring during the past two weeks leading up to and including the first week of our successful implementation of trash, recycling and yard waste services in Genoa Township.

Overall, things have gone extremely well. Considering the enormity of the project, we have had very few complaints and virtually no major complications.

We can make this claim due to the cooperation of Township personnel, truck and equipment vendors, our drivers and loaders, cart and bin delivery teams and managers and phone/online staff within our organization. Due to their dedicated efforts, we can take pride in what has been accomplished and rest assured that residents in the Township have not had to endure any unnecessary hardships.

During this transition of hauling companies, switching out of carts, distributing recycling bins for each household, providing each household an educational flyer on recycling, signing up households who desire to use the new monthly yard waste service and correcting any errors, we feel the numbers speak for themselves:

1,779	Orders for carts received via mail, phone and online by July 29 th
1,779	Deliveries of 95-gallon carts made on time by July 29 th
0	Number of carts not delivered by their first pickup day in August if they had ordered their cart by July 28 th
6,820	Deliveries of 18 gallon recycling bins to each household in the Township by July 29 th . Each recycle bin contained a color brochure explaining items to recycle.
6,820	Homes received on time service for trash and recycling materials
449	Orders for carts received via mail, phone and online between August 1 st and August 5 th
449	Deliveries of 95-gallon carts made by August 5 th
12	Number of misses and number of complaints for August 1 through August 5 listed individually on the next page
158	Yard waste stops serviced on the first Friday in August, with many more signing up for September, October and November

We thank you for this opportunity to serve,

Tom, Scott and Randy

Genoa Township Complaint Tracker Aug 1-Aug

Date	Location	Description of complaint	Resolution
8-Aug	3428 Beck Road	Missed Garbage	Sent truck out to pick up
6-Aug	Centennial Ct & Westphal	Confusion about where to place garbage	Advised resident to set out on Westphal
5-Aug	432 Beck rd	5 houses missed garbage	Sent truck back to pick up
5-Aug	6764 Grand Beach	Missed Garbage	Sent truck to pick up
4-Aug	877 S Hacker	Missed garbage (ongoing problem with WM)	Customer's address placed on the high alert start/stop list for manager to monitor for next several weeks
4-Aug	1315 Chilson Rd and 2755 Dorr Rd	Garbage carts for fire stations - Can we do this?	Had carts dropped off at each location
3-Aug	22 S. Hacker Rd	Recycle missed	Was picked up at 6:30pm
3-Aug	7274 Herbst rd.	Missed Garbage	Sent truck out to pick up
3-Aug	4300 Highcrest	Garbage left in road	Resident cleaned it up, notified Dan/Dave
2-Aug	5280 Pentwater	Lids not being put back on cans securely	Randy responded, will speak to driver about this
2-Aug	North Shore Sub	Driver speeding through neighborhood	Randy will speak to driver about speed, let resident know that because of the noise, trucks sound faster than they are.
2-Aug	3657 Conrad	Driver did not fully empty cart and truck is leaking fluids from the back	Resident said WM picked up cart with remaining garbage. Alleged leaking fluids were not there. Tammy mentioned it may be a WM employee calling.

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF CONSTRUCTION CODES
CONSTRUCTION CODE COMMISSION**

**2501 Woodlake Circle
Okemos, MI 48864**

GENOA TOWNSHIP

AUG 08 2011

Mailing Date: August 1, 2011

RECEIVED

**Genoa Township (Livingston Co)
2911 Dorr Road
Brighton, MI 48116**

**Application to Administer and Enforce
CCC Document No. 11-29**

DECISION OF THE MICHIGAN CONSTRUCTION CODE COMMISSION

On July 6, 2011, the Construction Code Commission reviewed the Genoa Township's Application to Administer and Enforce as prescribed in the Stille-DeRossett-Hale Single State Construction Code Act, 1972 PA 230, MCL 125.1501. The application and all supplemental materials received before the meeting date were provided to all parties. The decision is issued pursuant to Section 8b (6) of 1972 PA 230, MCL 125.1508b (6).

FINDINGS

1. Referring to the Building Permit Application and the Building Permit, the statement regarding closing a permit if no inspection is requested within 180 days is not consistent with the code.
2. Referring to the Electrical Permit Application and the Electrical Permit, the fees for a premanufactured unit are not clear, and the statement regarding closing a permit if no inspection is requested within 180 days is not consistent with the code.
3. Referring to the Mechanical Permit Application and the Mechanical Permit, the fees from a premanufactured unit are not clear, and the statement regarding closing a permit if no inspection is requested within 180 days is not consistent with the code.
4. Referring to the Plumbing Permit Application and the Plumbing Permit, the fees for a premanufactured unit are not clear, and the statement regarding closing a permit if no inspection is requested within the 180 days is not consistent with the code. Section VII does not contain item 21 as referenced in the foot note that formerly references section VIIb, which does not exist.

- Referring to Section 1, Tab N examples of the permit fee are provided. The fees were compared to those that would be charged by the Bureau of Construction Codes and the findings are:

<u>Building Type</u>	<u>Genoa Fee</u>	<u>BCC Fee</u>	<u>Difference</u>
2 Story 16,000 sq ft Use B Construction Type IIB	\$7,741.50	\$4,942	57%
2000 sq ft dwelling Use R-3 Construction Type VB	\$1,265.85	\$591.00	114%
2000 sq ft remodel Use A-3 Construction Type IIA	\$466.74*	\$275.00	70%

*Based on value of construction

The building permit fees are substantially high. The valuation method is also used for renovation which ICC acknowledges is not appropriate. The applicant insists on using the cost of construction to determine permit fees for renovations and alterations. This cost does not have a relationship to the effort of inspection, e.g. it cost no more to inspect a \$250 light fixture versus a \$50 fixture, or granite counter tops versus plastic laminate, etc.

- The fee schedule still has a line for the use of outside consultants for plan review of unusual construction. The township has tried to justify this based on the "consultation fee" charge by the Bureau of Construction Codes. However, the bureau's consultation fee is for preliminary reviews conducted by the bureau during development phases of projects. The bureau does not use outside reviewers. The need for outside reviewers implies that the applicant does not have properly qualified staff.
- Referring to Section 2, the agreement between Genoa Charter Township and SAFEBuilt, subsection 1.6 states that the fees be based on the project valuation as determined by the building official. If the building official is also an employee of SAFEBuilt, this may be a conflict of interest.
- Referring to Section 2, the agreement section 1.7 provides for reduced and waived fees for township owned buildings. This seems inappropriate and is an effective transfer of cost to other permit holders.
- Referring to Section 2, tab A, Attachment A, Inspection Services, line 3 is blank. The table for plan review times is not in accordance with Section II of 1972 PA 230, MCL.125.1511, which requires an application which includes plans and

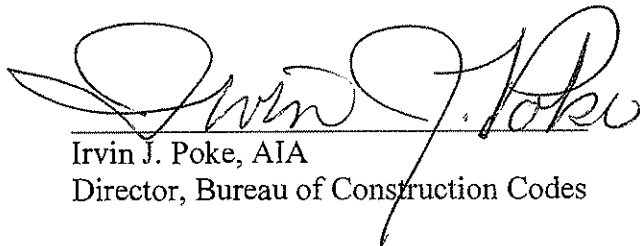
specifications to be reviewed in 15 business days for complex projects. A \$2 million dollar project is not a complex project.

10. Referring to Section 2, Attachment B, a distribution of fees collected is portioned 85% to SAFEBuilt and 15% to Genoa Township. There is not a demonstration that this reasonably resembles the cost of services as requested by Rule R408.30221 and MCL 125.1522. The budget does not provide the detail to show the cost to perform a plan review or conduct an inspection. The township shall provide a detailed cost to provide these services.
11. The township or SAFEBuilt should provide assurance that a library of codes and standards are available for use by the inspectors and plan reviewers. It is not clear from the pictures provided that all the standards referenced in all the codes are available. It is also not known where the library is located.

CONCLUSION

Genoa Township has not demonstrated that it is “qualified by experience and training to administer and enforce this act and the code and all related acts and rules” as required by MCL 125.1508b (6) for the reasons enumerated above.

THEREFORE, it is the decision of the Construction Code Commission to not approve Genoa Township’s Application to Administer and Enforce. In accordance with Section 8b (6) of 1972 PA 230, MCL 125.1508b (6), a governmental subdivision that receives a disapproval may resubmit its application for approval.



Irvin J. Poke, AIA
Director, Bureau of Construction Codes

August 1, 2011