

**GENOA CHARTER TOWNSHIP BOARD**  
**Regular Meeting**  
**Feb. 2, 2015**  
**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: Jan. 20, 2015
3. Consider approval of the purchase of bleachers and benches for the Township athletic fields at a cost not to exceed \$10,324.

**Approval of Regular Agenda:**

4. Consider approval of a request to reappropriate a \$3,000 commitment for the Filmore Park property from an MDNR Trust Fund grant application to a Community Foundation grant application.
5. Consider approval of Genoa Charter Township Freedom of Information Act policies pursuant to MCL 15.234.
6. Consider approval of a Notice of Award to Fonson Company for a Lake Edgewood Sanitary Sewer Re-Route Project with a bid amount of \$102,050.
7. Consider approval of a Notice of Award to Seven Brothers Painting for the Oak Pointe Elevated Storage Tank Painting Project with a base contract amount of \$263,050.
8. Consider approval of a Design Phase Proposal for the installation of 12,500 linear feet of sidewalk from Sunrise Park to Hacker in the amount of \$37,000.

9. Discussion on the cost of publication and announcements in local papers as requested by Trustee Smith.

Correspondence  
Member Discussion  
Adjournment

**\*Citizen's Comments-** In addition to providing the public with an opportunity to address the Township Board at the beginning of the meeting, opportunity to comment on individual agenda items may be offered by the Chairman as they are presented.

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: February 2, 2015

TOWNSHIP GENERAL EXPENSES: Thru February 2, 2015	\$61,386.40
January 30, 2015 Bi Weekly Payroll	\$75,261.20
February 2, 2015 Monthly Payroll	\$13,803.21
OPERATING EXPENSES: February 2, 2015	\$21,351.85
TOTAL:	<u>\$171,802.66</u>

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
31472	BullsEye	BullsEye Telecom	01/17/2015	346.61
31473	ETNA SUP	Etna Supply Company	01/17/2015	14,270.00
31474	livety	Livingston County Treasurer	01/17/2015	10.00
31475	PRINTING	Printing Systems	01/17/2015	645.04
31476	RELIANCE	Reliance Standard Life Insuran	01/17/2015	2,225.10
31477	VERIZONW	Verizon Wireless	01/17/2015	329.40
31480	A T & T	A T & T	01/23/2015	24.37
31481	akers	Ron Akers	01/23/2015	70.00
31482	Allstar	Allstar Alarm LLC	01/23/2015	270.00
31483	ARCHINAL	Michael Archinal	01/23/2015	406.82
31484	BLUE CRO	Blue Cross & Blue Shield Of Mi	01/23/2015	31,639.14
31485	Certifc	Certified Document Destruction	01/23/2015	38.74
31486	CARDM	Chase Card Services	01/23/2015	10.54
31487	COMCAST	Comcast	01/23/2015	147.38
31488	FED EXPR	Federal Express Corp	01/23/2015	26.18
31489	HWL CHAM	Howell Area Chamber Of Commere	01/23/2015	495.00
31490	JOHNSONR	Johnson, Rosati, Schultz & Jop	01/23/2015	2,787.20
31491	LEDFORD	Jean Ledford	01/23/2015	353.80
31492	ROWELL	Linda Rowell	01/23/2015	353.80
31493	MASTER M	Master Media Supply	01/23/2015	88.32
31494	MCCRIRIE	Gary McCririe	01/23/2015	353.80
31495	MORTENSE	H.J. Mortensen	01/23/2015	881.60
31496	SMITH T	Todd Smith	01/23/2015	353.80
31497	Tetra Te	Tetra Tech Inc	01/23/2015	4,608.40
31498	VERIZONW	Verizon Wireless	01/23/2015	294.28
31499	WALMART	Walmart Community	01/23/2015	357.08

**Report Total: 61,386.40**

Accounts Payable  
Computer Check Register

Genoa Township

2911 Dorr Road  
Brighton, MI 48116

(810) 227-5225

User: cindy

Printed: 01/22/2015 - 13:44

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
13251	EFT-FED	EFT- Federal Payroll Tax	01/30/2015		7,699.30 4,398.49 4,398.49 1,028.68 1,028.68
				Check 13251 Total:	18,553.64
13252	EFT-PENS	EFT- Payroll Pens Ln Pyts	01/30/2015		2,066.51
				Check 13252 Total:	2,066.51
13253	EFT-PRIN	EFT-Principal Retirement 457	01/30/2015		945.00
				Check 13253 Total:	945.00
13254	EFT-ROTH	EFT-Principal Roth	01/30/2015		1,015.00
				Check 13254 Total:	1,015.00
13255	EFT-TASC	EFT-Flex Spending	01/30/2015		1,133.05
				Check 13255 Total:	1,133.05
13256	FIRST NA	First National Bank	01/30/2015		3,590.00 47,958.00

Check 13256 Total:

51,548.00

Report Total:

75,261.20

Accounts Payable  
Computer Check Register

**Genoa Township**

2911 Dorr Road  
Brighton, MI 48116

(810) 227-5225

User: cindy

Printed: 01/26/2015 - 11:43

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
13257	EFT-FED	EFT- Federal Payroll Tax	02/02/2015		2,015.07 836.54 836.54 195.63 195.63
Check 13257 Total:					4,079.41
13258	EFT-PENS	EFT- Payroll Pens Ln Pyts	02/02/2015		394.21
Check 13258 Total:					394.21
13259	EFT-TASC	EFT-Flex Spending	02/02/2015		83.33
Check 13259 Total:					83.33
13260	EFT-ROTH	EFT-Principal Roth	02/02/2015		200.00
Check 13260 Total:					200.00
13261	FIRST NA	First National Bank	02/02/2015		9,046.26
Check 13261 Total:					9,046.26
Report Total:					13,803.21

9:26 AM  
01/25/15

### #593 LAKE EDGEWOOD W/S FUND

## Payment of Bills

January 13 - 25, 2015

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	01/16/2015	2677	Brighton Analytical L.L.C.	SUPPLIES	-77.00
Bill Pmt -Check	01/16/2015	2678	KENNEDY INDUSTRIES, INC.	Lake Edgewood Annual Service	-780.00
Bill Pmt -Check	01/16/2015	2679	MHOG Utilities	7817 Bendlix	-159.57
Bill Pmt -Check	01/16/2015	2680	SYNAGRO CENTRAL LLC	Liquid land App	-8,224.65
Bill Pmt -Check	01/16/2015	2681	Tetra Tech GEO	VOID:	0.00
Bill Pmt -Check	01/20/2015	2682	Tetra Tech Inc.		-376.20
<b>Total</b>					<b>-9,617.42</b>

9:22 AM

### #592 OAK POINTE WATER/SEWER FUND

## Payment of Bills

January 13 - 25, 2015

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	01/16/2015	3219	AT&T	Telephone Service 1-7-15 to 2-6-2015	-166.30
Bill Pmt -Check	01/16/2015	3220	BRIGHTON ANALYTICAL, LLC	VOID:	0.00
Bill Pmt -Check	01/16/2015	3221	Bullseye Telecom	003CA32, 003CACC	-357.65
Bill Pmt -Check	01/16/2015	3222	DTE ENERGY	Electric bills	-45.55
Bill Pmt -Check	01/16/2015	3223	K/E Electric Supply Corp.		-95.98
Bill Pmt -Check	01/16/2015	3224	USA Bluebook	Invoice #537456	-2,496.40
Bill Pmt -Check	01/16/2015	3225	BRIGHTON ANALYTICAL, LLC		-134.00
<b>Total</b>					<b>-3,295.88</b>



9:28 AM  
01/25/15

### #595 PINE CREEK W/S FUND

## Payment of Bills

January 13 - 25, 2015

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
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9:30 AM

### #503 DPW UTILITY FUND

## Payment of Bills

January 13 - 25, 2015

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Bill Pmt -Check	01/14/2015	3101	U.S. POSTMASTER	MHOG BILLING OCT -DEC 2014	-1,468.22
Bill Pmt -Check	01/09/2015	3102	Belle Tire	2011 Ford	-1,455.41
Bill Pmt -Check	01/09/2015	3103	Chase Card	Supplies	-1,915.16
Bill Pmt -Check	01/09/2015	3104	Staples	Supplies	-280.95
Bill Pmt -Check	01/09/2015	3105	Verizon	cell phones	-186.76
Bill Pmt -Check	01/09/2015	3106	Victory Oil change	2011 Ford	-89.46
Bill Pmt -Check	01/09/2015	3107	Wex Bank		-2,582.49
Bill Pmt -Check	01/20/2015	3108	MWEA	James Aulette -Developing and Asset Management	-125.00
Bill Pmt -Check	01/21/2015	3109	HUMPHRISS	Car Allowance January 2015	-250.00
Bill Pmt -Check	01/23/2015	3110	James Aulette	James Aulette mileage reimbursement for class	-85.10
				<b>Total</b>	<b>-8,438.55</b>

## **GENOA CHARTER TOWNSHIP BOARD**

Regular Meeting

Jan. 20, 2015

### **MINUTES**

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

A Call to the Public was made with no response.

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

Moved by Ledford and supported by Hunt to approve the first two items on the Consent Agenda, correcting the Minutes of the Dec. 15, 2014 meeting by adding "If the Board adopts the Planning Commission recommendation" to Item 5 related to the 3<sup>rd</sup> amendment to Timber Green Planned Unit development, and move all other request to the regular agenda for action. The motion carried unanimously.

#### **1. Payment of Bills.**

#### **2. Request to Approve Minutes: Dec. 15, 2014**

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

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

#### **3. Request for approval to purchase bleachers and benches for the Township athletic fields at a cost not to exceed \$10,324.**

Moved by Rowell and supported by Smith to table to the next regular meeting so that pictures of the purchase may be viewed. The motion carried unanimously.

#### **4. Request for approval of budget for 2015 MTA Conference in Grand Rapids Jan. 28-30.**

Moved by Mortensen and supported by Rowell to approve the conference fees as requested. The motion carried unanimously.

**5. Request for approval to enter into agreements to collect 2015 summer property taxes with Brighton Area Schools, Hartland Consolidate Schools, Howell Public Schools and Livingston Educational Service Agency as submitted by the Township Treasurer.**

Moved by Mortensen and supported by Ledford to approve the execution of the agreements for the collection of taxes as requested by Hunt. The motion carried unanimously.

**6. Request for approval of a resolution to establish a new polling place, correct the County GIS mapping, move Precinct 11 to the 2/42 Church and other redistribution of residents to more convenient locations for voting as requested by the State of Michigan.**

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

**7. Request for approval of amendments to budgets concluding on March 31, 2015, General Fund 101, Road Improvement Fund 261, Road Lake Lighting Reimbursement Fund 264, Future Development Parks and Recreation Fund 270, and Cemetery Building Reserve Fund 271.**

Moved by Smith and supported by Ledford to approve the amendments to the budgets for the year ending March 31, 2015 as requested. The motion carried unanimously.

**8. First review of budgets for the General Fund 101, Road Improvement Fund 261, Road Lake Lighting Reimbursement Fund 264, Future Development Parks and Recreation Fund 270, and Cemetery Building Reserve Fund 271 for the Fiscal Year ending March 31, 2016.**

Comments were made concerning and expansion of duties for the Zoning Administrator. A Market analysis will be provided by VanMarter. 3% salary increases for staff would be at the top of the chart. Minor changes were made to the proposed budget. The proposed budget will be again discussed at the second meeting in February. A public hearing on the final budget will be held the second meeting in March. Residents may view the proposed budget on the Township website at [www.genoa.org](http://www.genoa.org)

Mr. Smith left the meeting at 7:00 p.m. to attend the regularly scheduled Howell Parks and Recreation meeting.

**9. Discussion on the cost of publications and announcements in local papers as requested by Todd Smith.**

Discussion was tabled until the next regular meeting of the board.

**10. Request for approval of a proposal with LSL Planning, Inc. to prepare a Zoning Ordinance Update and Interactive Zoning Ordinance at an amount not to exceed \$48,900.**

Moved by Skolarus and supported by Ledford to approve the proposal with the understanding that work will begin relative to the 2015/16 General Fund Budget. The motion carried unanimously.

**11. Discussion regarding paving of the NorthShore Subdivision west entrance.**

It was the consensus of the Board that an informational meeting will be held at the Township Hall to determine support for this project from the residents of North Shore. Should the project move forward it will be through a special assessment district initiated by the Township. The low bidder, D & H Asphalt, will be invited to respond to questions or concerns raised by residents.

**12. Request to enter into a closed session to discuss pending litigation pursuant to MCL 15.268 § 8 (e).**

Moved by Rowell and supported by Ledford to enter into closed session to discuss pending litigation at 7:45 p.m. The motion carried by roll call vote as follows: Ayes – Ledford, Hunt, Rowell, Mortensen, Skolarus and McCririe. Nays – None. Absent – Smith.

The regular meeting of the Township Board was reopened at 8:10 p.m. and adjourned.

Mortensen asked that regular scheduled meetings of the Township Board be cancelled only for lack of quorum, disaster or inclement weather. No further action was taken by the Board.

The regular meeting of the board was adjourned at 8:15 p.m.



Paulette A. Skolarus, Clerk  
Genoa Charter Township Board

(LD 01/23/2015)

**MEMORANDUM**

TO: Genoa Township Board

FROM: Michael Archinal, Manager *MA*

DATE: January 27, 2015

RE: Athletic Field Benches and Bleachers

This item was tabled at the 1/20/15 meeting and the Board asked for pictures of the requested product. Pictures of the benches and bleachers have been provided.

Please consider the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve the proposal from Superior Play for bleachers and benches for the amount of \$10,324.**

**Memorandum**

TO: Genoa Township Board

FROM: Adam VanTassell

DATE: January 20, 2015

RE: Proposed Athletic Field Bench and Spectator Bleacher purchases

Manager Review:



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**CONSIDER APPROVAL OF THE PROPOSALS TO PURCHASE THE  
BENCHES AND BLEACHERS FOR THE TOWNSHIP ATHLETIC FIELDS**

Township Staff is recommending the installation of team benches and spectator bleachers on each side of both of the Township Athletic fields. Benches and bleachers will add to the aesthetic appeal of the fields as well as centralizing trash collection.

**MOVE TO APPROVE THE BLEACHER PROPOSAL BY SUPERIOR  
PLAY AT A COST NOT TO EXCEED \$ 6,438.60.**

**MOVE TO APPROVE THE BENCH PROPOSAL BY SUPERIOR PLAY  
AT A COST NOT TO EXCEED \$ 3,886.00.**

**SUPERIOR***Play*

All P.O.'s Contracts or Checks Payable to:  
**Superior Play, L.L.C.**  
**889 S. Old US Highway 23**  
**Brighton, MI 48114 USA**

**Proposal**

Date	Proposal #
12/9/2014	15-017

<b>Bill To:</b>
Genoa Township Mike Archinal 2911 Dorr Road Brighton, MI 48116

<b>Ship To</b>
Genoa Township Adam VanTassell Adam@genoa.org 2911 Dorr Rd Brighton, MI 48116

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
Mike Archinal	810-227-5225		Net 30		Eric

Item	Description	Qty	Weight	Price	Total
Bleachers	3 Row Aluminum Frame Bleacher w/21' Aluminum Seat and Double Foot Plank	4		1,263.90	5,055.60T
Freight	Freight	1		383.00	383.00T
Assemble	Assembly & Installation	4		250.00	1,000.00T

Ask about our "Customer for Life" maintenance agreement including certified inspections and state required documents:  
 One year \$250; Two Year \$400; Three Year \$500

Proposal Good For 30 Days

Ship Via: Common Carrier

Please Call 24 Hours Prior To Delivery: \_\_\_\_\_

Signature below accepting this proposal will constitute a purchase order.

**Subtotal** \$6,438.60

**Sales Tax (0.0%)** \$0.00

**Total** \$6,438.60

Accepted By Customer

Superior Play, LLC  
 889 S. Old US 23 Brighton, MI 48114  
 P: 810-229-6245 TF: 888-778-7529 Fax: 810-229-6256



# Proposal

**All P.O.'s Contracts or Checks Payable to:**  
**Superior Play, L.L.C.**  
**889 S. Old US Highway 23**  
**Brighton, MI 48114 USA**

Date	Proposal #
12/10/2014	15-017-1

<b>Bill To:</b>
Genoa Township Mike Archinal 2911 Dorr Road Brighton, MI 48116

<b>Ship To</b>
Genoa Township Adam VanTassell Adam@genoa.org 2911 Dorr Rd Brighton, MI 48116

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
Mike Archinal	810-227-5225		Net 30		Eric

Item	Description	Qty	Weight	Price	Total
Equipment	21' Aluminum Bench with Back	4		682.00	2,728.00T
Freight	Freight	1		358.00	358.00T
Assemble	Assembly & Installation	4		200.00	800.00T

Ask about our "Customer for Life" maintenance agreement including certified inspections and state required documents:  
 One year \$250; Two Year \$400; Three Year \$500

Proposal Good For 30 Days  
 Ship Via: Common Carrier  
 Please Call 24 Hours Prior To Delivery: \_\_\_\_\_

Signature below accepting this proposal will constitute a purchase order.

<b>Subtotal</b>	<b>\$3,886.00</b>
<b>Sales Tax (0.0%)</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$3,886.00</b>

Accepted By Customer \_\_\_\_\_

Superior Play, LLC  
 889 S. Old US 23 Brighton, MI 48114  
 P: 810-229-6245 TF: 888-778-7529 Fax: 810-229-6256





Model # BNR-127 | 3 Row Aluminum Bleacher with Double Footboards

[Print](#) | [Close Window](#)





**MEMORANDUM**

TO: Genoa Township Board

FROM: Michael Archinal, Manager *ma*

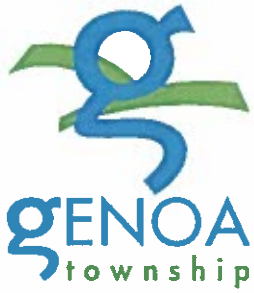
DATE: January 27, 2015

RE: Filmore Park Grant Application

Please find the attached correspondence from County Commissioner Dave Domas and County Planning Director Kathleen Kline-Hudson. They are asking to reappropriate a \$3,000 commitment the Township Board had previously made to the above-mentioned project.

Please consider the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve a request from Livingston County to reappropriate a \$3,000 commitment for the Filmore Park property from an MDNR Trust Fund grant application to a Community Foundation grant application.**



2911 Dorr Road  
Brighton, MI 48116  
810.227.5225  
810.227.3420 fax  
genoa.org

January 26, 2015

Dave Domas, Chair  
Livingston County Parks and Open Space Advisory Committee

Kathleen Kline-Hudson, Director  
Livingston County Department of Planning

Dear Mr. Domas and Mrs. Kline-Hudson,

I am in receipt of your letter dated January 5, 2015 regarding the \$3,000 commitment the Township Board made to the MDNR Trust Fund grant application. I understand that you are requesting that this commitment now be applied to a Community Foundation grant. I will place this matter on the February 2, 2015 agenda for consideration by the Township Board. I am not aware of any questions or concerns from the Board and do not believe your attendance will be necessary.

Thank you for your continued work on this collaborative endeavor. I will contact you on February 3, 2015 and advise you of the Board's decision.

Best regards,

Michael C. Archinal, Manager  
Genoa Charter Township

CC: Genoa Township Board; Kelly VanMarter, Assistant Township Manager and Planning Director; Kathleen Murphy, Administrative Assistant

**SUPERVISOR**  
Gary T. McCrie

**CLERK**  
Paulette A. Skolarus

**TREASURER**  
Robin L. Hunt

**MANAGER**  
Michael C. Archinal

**TRUSTEES**  
H. James Mortensen  
Jean W. Ledford  
Todd W. Smith  
Linda Rowell



**LIVINGSTON COUNTY, MICHIGAN**  
**LIVINGSTON COUNTY BOARD OF COMMISSIONERS**  
304 E. Grand River Avenue - Suite 201  
Howell MI 48843

CAROL S. GRIFFITH, Chairwoman  
STEVEN E. WILLIAMS, Vice-Chairperson

TEL: (517) 546-3520  
FAX: (517) 546-7266

January 5, 2015

Genoa Charter Township Board of Trustees  
c/o Mike Archinal, Township Manager  
2911 Dorr Road  
Howell, MI 48116

Dear Genoa Charter Township Board Members,

We have been informed that the Livingston County Parks & Open Space Advisory Committee's application was not awarded the \$258,000 grant request from the Michigan Department of Natural Resources (MDNR) Trust Fund for Phase I development of Fillmore County Park. We believe that we put together an excellent application for the recreational project and although the application scored well, the total Trust Fund budget was low and the competition for funds was high. While disappointed by this outcome, our Committee believes that we put together a solid plan for the design and development of this park, and we have cultivated community partnerships that will help us move these goals forward.

Fortunately, another grant funding opportunity has been introduced to the Committee by the Community Foundation for Livingston County, an affiliate fund of the Community Foundation for Southeast Michigan (CFSEM). Over the course of the last year, committee members have met with CFSEM program staff to express the need for grand funding of recreational resources in Livingston County, and program staff has encouraged the Committee to apply for funding.

Limited funds are available from the Community Foundation for Livingston County, so Phase I development of Fillmore County Park will be scaled back to be consistent with funding guidelines. The Committee will be requesting a grant of \$50,000. We would like to respectfully request that the \$3,000 match that you previously committed to the MDNR Trust Fund grant be applied as a match for the CFSEM grant. We will also be making this request of two other local municipalities that committed \$2,000-\$3,000, Livingston County Board of Commissioners who committed \$10,000 from General Fund Contingency, and the Livingston County Foundation that committed a total of \$35,000 towards the original MDNR grant. Lastly, the committee will pair these funds with \$32,800 in donated labor through the SWAP/Jail Inmate Worker program administered by Livingston County Facility Services.

The resulting total project fund of \$136,000 will enable a Phase I development that includes: a park entrance drive, parking lot, restroom building with aggregate access pathway, 5K natural trail, ½ mile barrier-free aggregate path around a rough play field, and limited park signage.

Although we are not in need of the actual funds at this time, it would greatly benefit the CFSEM grant application if we could get a letter of commitment from the Genoa Charter Township Board of Trustees that indicates your continued support of this project and the amount of matching funds that the Township would be willing to contribute.

The Livingston County Parks & Open Space Advisory Committee is dedicated to the development and future use of Fillmore County Park and hope that this collaborative approach will be acceptable to Genoa Charter Township.

Please let us know if we can address any questions or concerns your Board may have.

With Appreciation,



Dave Domas, Chair  
Livingston County Parks & Open Space Advisory Committee



Kathleen Kline-Hudson, Director  
Livingston County Department of Planning

**MEMORANDUM**

TO: Genoa Township Board

FROM: Michael Archinal, Manager *ma*

DATE: January 27, 2015

RE: Freedom of Information Act Policies

Our Assessing Department is currently undergoing a regular audit from the State of Michigan. One of the items they are requesting is a Freedom of Information Act Policy.

I have been previously designated as the FOIA coordinator for the Township. My office responds to FOIA requests with the assistance of other departments. We already have a FOIA request form. The proposed policies clarify responsibilities and the processes we follow when responding to FOIA requests.

Please consider the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve the Freedom of Information Act Policies as presented.**

**Genoa Charter Township  
Livingston County, Michigan**

2911 Dorr Road  
Brighton, MI 48116  
mike@genoa.org  
Phone (810) 227 - 5225 Fax (810) 227 - 3420

**FOIA Request for Public Records**

**Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.**

**Request to:**         **Receive copy**                    **Inspect record**                    **Subscribe to record issued on regular basis**  
**Delivery Method (upon payment of balance due):**         **Pick up records in person**                    **Mail to address below**

*(Please Print or Type)*

**Describe the public record(s) as specifically as possible:**

Name	Phone
Firm/Organization	Fax
Street	Email
City	State                  Zip

I understand that the FOIA Coordinator may request a good faith deposit from me if the fee authorized by the Freedom of Information Act exceeds fifty (\$50.00) dollars, but shall not exceed one-half (1/2) of the total fee authorized. I further understand that fees for copying documents are \$0.10 per sheet; \$2.50 per oversized document; and possible labor fees based on the amount and time needed for requested copies.

Requestor's Signature	Date
-----------------------	------

**Consent to Non-Statutory Extension of Township's Response Time**

I have requested a copy of records or a subscription to records or the opportunity to inspect records, pursuant to the Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq. I understand that the township must respond to this request within five (5) business days after receiving it, and that response may include taking a 10-business day extension. However, I hereby agree to extend the township's response time for this request until \_\_\_\_\_.

Requestor's Signature	Date
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# Genoa Charter Township

## Freedom of Information Act (FOIA) Policies

**Genoa Township FOIA Coordinator:**

Genoa Township, 2911 Dorr Road, Brighton MI 48116

Township Office Phone: (810) 227-5225

E-Mail: [mike@genoa.org](mailto:mike@genoa.org)

Act No. 442 of the Public Acts of 1976 (MCL 15.234) requires that the Charter Township of Genoa make its public records available and provides guidelines for the disclosure of these records and associated fees. The Charter Township of Genoa Board of Trustees has designated the Manager as the FOIA Coordinator.

A public record is information prepared, owned, used, in the possession of, or retained by the Township in the performance of an official function from the time it is created, as provided by law. All records except those specifically cited by the FOIA are available to the public regardless of record format. The FOIA request is subject to fees based on the actual cost of locating, examining, copying, and sending the requested records.

The Township has five business days to fill the request, deny the request, grant in part, deny in part, or issue a notice to the requester that the response time has been extended by 10 business days. If a request is filed electronically or by fax, the request is not considered received until one business day after the transmission is made. When an information request can only be partially fulfilled, cannot be fulfilled at all, or is denied, the Township will provide the requester with a full explanation of the reason(s) in writing. The denial will explain the person's right to appeal the denial to the Township Board of Trustees and seek judicial review in accordance with the Act. The FOIA does not require the Township to compile a summary of available documents and it does not require the Township to create a document it does not currently have in its files.

A request must be made in writing and provided to the Township FOIA Coordinator. Requests must be as specific as possible and indicate whether the requested information is to be reviewed in-person or copied. If a request does not sufficiently describe a public record so as to enable the FOIA Coordinator to locate the same, the FOIA Coordinator shall deny the request. The form can be e-mailed to [mike@genoa.org](mailto:mike@genoa.org), presented in person at the Township Office, or mailed to the Township.

The Township may charge fees for searching, examining, duplicating, and providing a copy of a public record. Fees may be reduced or waived if the FOIA Coordinator determines that a waiver or reduction of the fee is in the public interest because searching for or providing copies of the requested records primarily benefits the general public. Requesters may file an indigency affidavit and obtain a fee waiver under MLCA 15.234(1). Where total fees and charges are reasonably anticipated to exceed \$50.00, the FOIA Coordinator shall request a deposit that shall not exceed one-half of the total fee authorized. If a deposit is required, the deposit must be received before the requested records are searched for and reviewed. Per Michigan AOG Opinion No. 6977, payment in full of all fees due to the Township is required prior to releasing the requested information.



# MEMO

**TO:** Honorable Members of the Genoa Charter Township Board

**FROM:** Greg Tatara, Utility Director

**DATE:** January 27, 2015

**RE:** Lake Edgewood Townhomes Sanitary Sewer Re-Route

**MANAGER REVIEW:**  \_\_\_\_\_

.....

The Genoa Township Utility Department is pleased to present, for the Genoa Township Board's consideration, a Notice of Award for the Re-Routing of the gravity sewer in the Lake Edgewood Townhomes, located on the eastern edge of Genoa Township, south of Grand River.

## Background

On February 24, 2014, we were notified by residents of the Lake Edgewood Townhomes that water was coming out of a manhole structure. Upon inspection, it was determined to be sewer water from a plugged pipe under a pond located within the Lake Edgewood Condos. The photographs in *Attachment 1* depict the overflow conditions. A sewer jetting machine was used to remove the clog from the pipe. Subsequent video inspection revealed two significant problems with the existing sewer pipe located under the pond:

1. Due to the cold conditions last winter and insufficient cover, the wastewater and debris in the pipe was frozen. We estimate there is only 3-feet of cover over the pipe near the edge of the pond.
2. The pipe appears to follow the contour of the bottom of the pond, creating a large belly in the pipe that allows for the settlement and deposit of solids. This is concerning for ongoing maintenance of the sewer, as it will lead to additional clogs in the line, not just during freezing conditions. Upon identification of this problem, we have cleaned this sewer line two times to remove solids and assure an open pipe.

Presented in *Attachment 2* is a GIS drawing showing the existing sewer line under the pond in green, the approved design for the sewer line in blue, and what our desired route for a sewer line would be if we could re-route the sanitary line. The light blue shaded circle is the required 200 isolation distance of a sanitary sewer line from the existing well house, which functioned to provide water for the Lake Edgewood Condominiums until the development was connected to the City of Brighton water system. Since that connection, the well house was essentially abandoned by the City and the building fell into disrepair.

Understanding that a potential re-route of the sewer required the isolation distance to be modified, with the Township Manager's assistance, the City of Brighton paid to plug and

abandon the existing wells. Since this building houses the electrical service, generator and generator controls for the sanitary pump station, it is necessary keep the building for utility operation. After the wells were abandoned the Utility Department improved the appearance of the well house building by installing new doors, removing skylights and installing a new roof, repairing siding, and repair and painting of trim. We also removed all the old well equipment, cleaned and repaired the heater, and cleaned the interior of the building.

### **Design Solution**

HRC, Inc. was retained to design a solution for the re-route of the sanitary sewer. Presented in *Attachment 3* is site plan of the proposed route based on Survey and Soil Borings conducted by HRC. The plan also shows the grouting and abandonment of the line under the existing pond. This route will direct 80% of the flow of the subdivision directly into the sanitary pump station.

### **Bidding & Notice of Award**

Upon completion of the plans and receipt of a construction permit from the State of Michigan, bids were solicited from three excavation firms. A summary of the bid tabulation is presented in *Attachment 4*. Fonson Company, Inc. was the low bid on the project at \$102,845. Presented in *Attachment 5* is the Notice of Award and Contract for Fonson Construction to complete the work. The goal for the project is to have sewer project completed by July 1, 2015. The project will be funded utilizing existing reserve funds in the Lake Edgewood Sewer System.

Based on the above information and the attached documents, please consider the following motion:

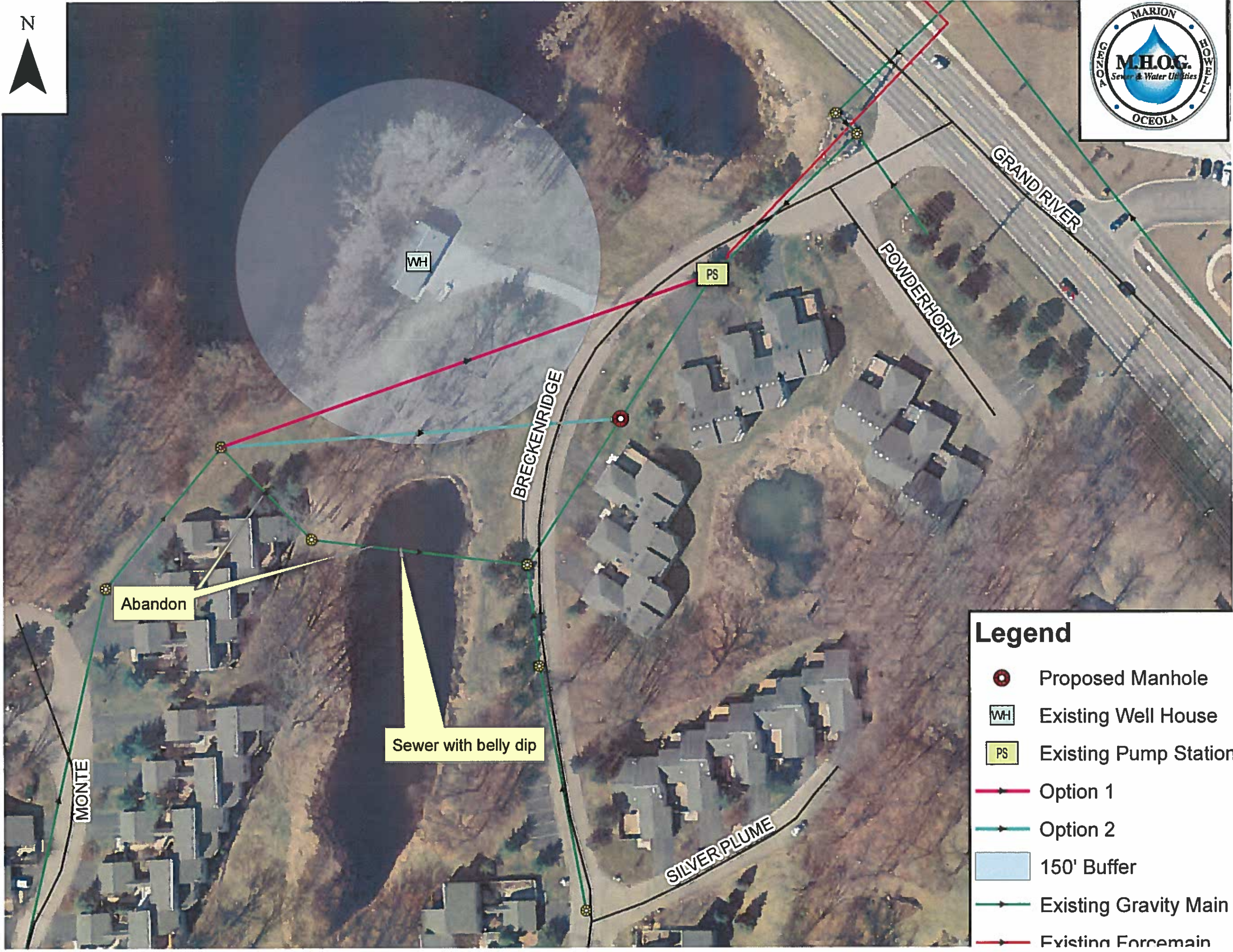
Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to award the Lake Edgewood Townhomes Sanitary Sewer Re-Route Project to Fonson Company, Inc. with a bid amount of \$102,845.

**Lake Edgewood Townhomes  
Sewer Backup Into Pond  
February 14, 2014**






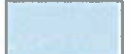




**Lake Edgewood Townhomes  
Sewer Backup Into Pond  
February 14, 2014**





**Legend**

-  Proposed Manhole
-  Existing Well House
-  Existing Pump Station
-  Option 1
-  Option 2
-  150' Buffer
-  Existing Gravity Main
-  Existing Forcemain





Lake Edgewood Condominium  
 Sanitary Sewer Relocation  
 Bid Tabulation

<b>Project:</b>	Lake Edgewood Condominium Sewer Reroute		
<b>Bid Date:</b>	1/16/15	<b>Bid Time:</b>	2:00 pm
<b>Company</b>	<b>Proposal On Time</b>	<b>Proposal Signed</b>	<b>Total Bid Amount</b>
Milford Excavating, Inc.	X	X	\$126,220.00
Fonson Company, Inc.	X	X	\$102,845.00
Stante Construction	X	X	\$129,529.00



NOTICE OF AWARD

Contractor: Fonson Company Inc.  
 7644 Whitmore Lake Road  
 Brighton, MI 48116

Owner: Genoa Charter Township  
 2911 Dorr Road  
 Brighton, MI 48116

Project: Sanitary Sewer Relocation  
 Lake Edgewood Condominiums

Date: February 7, 2015

You are notified that your bid, dated January 16, 2015 for the above project has been considered responsive and responsible by the Owner. You are the successful bidder and have been awarded a Contract for the work consisting of relocation of an 8" sanitary sewer main as specified in the *Request for Proposal* issued by the Owner on December 12, 2014.

The amount of your unit price contract is a total of one hundred two thousand, eight hundred forty five and 00/100 (\$102,845.00).

A completed copy of the proposed *Professional Services Agreement* is attached for your execution.

You must comply with the following conditions within 10 days of the date you receive this *Notice of Award*:

1. Deliver to Owner an acknowledged copy of this *Notice of Award*.
2. Deliver to the Owner five (5) originally executed copies of the *Professional Services Agreement*.
3. Deliver to the Owner an original copy of the insurance binders providing the coverage's noted in Article VIII of the *Professional Services Agreement*.

Failure to comply with these conditions within the time specified will entitle the Owner to consider your Bid in default and to annul this *Notice of Award*. The Owner will be entitled to such other rights as may be granted by law.

Within 10 days after you comply with the above conditions, Owner will return to you one fully executed copy of the *Professional Services Agreement*.

**Genoa Charter Township**

By: \_\_\_\_\_  
 Greg Tatara, Utility Director

ACKNOWLEDGEMENT OF ACCEPTANCE OF NOTICE OF AWARD CONTRACTOR acknowledges receipt of this Notice of Award this \_\_\_\_\_ day, of \_\_\_\_\_, 2015.

**Fonson Company, Inc.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Cc: Genoa Twp: T. Humphriss  
 HRC: J. Booth, M. Darga

## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, is made February 7, 2015, by Genoa Charter Township ("Owner"), whose principal office is located at 2911 Dorr, Brighton, MI 48116 and Fonson Company, Inc. (Contractor).

In consideration of the promises below, the parties mutually agree as follows:

### **ARTICLE I – SCOPE OF SERVICES**

The Contractor will provide the following services: As per the Contractor's Proposal dated January 16, 2015. The attached proposal is incorporated by reference into this Agreement and made a part thereof. In the event of any conflicts between this Agreement and the attached letter, the term and conditions of this Agreement shall prevail.

### **ARTICLE II – COMPENSATION**

Compensation for services shall be as per the Contractor's Proposal dated January 16, 2015. Contractor shall provide itemized invoices specifying the date and services provided, and the time spent when paid on an hourly rate basis. Additional services will be at the rate set forth in this Agreement unless a different rate is negotiated. Additional services will be compensated only if written authorization is provided for by Owner.

### **ARTICLE III – REPORTING OF CONTRACTOR**

1. The Contractor must report to Owner or his designee and will cooperate and confer with him as necessary to ensure satisfactory work progress.
2. All reports, estimates, memoranda and documents submitted by Contractor must be dated and bear Contractor's name and shall be provided to Owner. All correspondence sent or received by Contractor shall be copied and provided to Owner.
3. All reports made in connection with these services are subject to review and final approval by Owner.
4. Owner may review and inspect Contractor's activities at any time during the term of this Agreement.
5. When applicable, or when requested by owner, Contractor shall submit a final written report to Owner.
6. After reasonable notice to Contractor, Owner's representative may review any of Contractor's internal records, reports, or insurance policies.

**ARTICLE IV – TERM OF AGREEMENT**

This Agreement begins on February 7, 2015, and ends as specified in the attached Contractor's proposal.

**ARTICLE V – PERSONNEL**

Contractor will provide the required services with its own personnel and will not subcontract or assign services without Owner's written approval.

Contractor will not hire any Genoa Township employee for any of the required services without Owner's written approval.

**ARTICLE VI - USE OF DOCUMENTS**

Owner shall have ownership of all documents, both hard copy and electronic, including but not limited to maps, drawings, specifications, reports and other work products prepared by Contractor pursuant to this Agreement. Upon completion or termination of this Agreement, all documents shall be submitted to Owner by Contractor. Contractor will be permitted to retain copies of all documents.

**ARTICLE VII – INDEMNIFICATION AGREEMENT**

Contractor shall indemnify Owner, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including Contractor's own employees, and for loss or damage to any property in connection with or in any way incidental to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this Agreement resulting from negligent acts or omissions of Contractor, any sub-contractor, or any employee, agent or representative of Contractor.

Owner and Contractor may exercise any of their rights and remedies available at law or in equity in the event they incur claims, damages, lawsuits, costs and expenses, including but not limited to costs from administrative proceedings, court costs and attorney fees arising out of this Agreement.

**ARTICLE VIII – INSURANCE REQUIREMENTS**

Contractor will maintain at its own expense during the term of this Agreement, the following insurance:

1. Workers' Disability Compensation Insurance including Employer's Liability Coverage as required by law.

2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. Genoa Township and Hubbell, Roth & Clark, Inc., shall be added as "additional insured" on general liability policy with respect to the services provided under this Agreement.
3. Automobile Liability Insurance including Michigan No-Fault coverage covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
4. Professional Liability Insurance (Errors & Omissions) coverage with a minimum limit of \$1,000,000 each occurrence.

Insurance companies, named insureds and policy forms shall be subject to approval of the Owner. Owner's approval shall not serve to reduce Contractor's responsibilities under this Agreement should the insurance coverage prove inadequate for any reason. Contractor shall furnish Owner with satisfactory certificates of insurance or a certified copy of the policy.

No payments will be made to Contractor until the current certificates of insurance have been received and approved by Owner. If the insurance as evidenced by the certificates furnished by Contractor expires or is canceled during the term of this Agreement, services and related payments will be suspended. Contractor shall furnish Owner with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this Agreement. Certificates shall be addressed to Owner and shall provide for thirty (30) day written notice to the certificate holder of cancellation of coverage.

#### **ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS**

Contractor shall comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements, the Elliott Larsen Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, The Americans with disabilities act of 1990, and Section 504 of the Federal Rehabilitation Act of 1973 and rules adopted thereunder. Breach of this section shall be a material breach of this Agreement.

#### **ARTICLE X – EQUAL EMPLOYMENT OPPORTUNITY**

Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, age, height, weight, marital status, veteran status, religion and political belief.. Breach of this Article X shall be a material breach of this Agreement.

#### **ARTICLE XI – ASSIGNS AND SUCCESSORS**

This Agreement is binding on Owner and Contractor, and their successors and assigns. The parties agree not to transfer or assign its respective interest in this Agreement without the written consent of the other.

#### **ARTICLE XII – TERMINATION OF CONTRACT**

Either party may terminate services without cause giving seven (7) days written notice to the other party. Contractor will be compensated on a pro rata basis based on the rate of compensation set forth in this Agreement.

#### **ARTICLE XIII – INDEPENDENT CONTRACTOR**

The parties agree that Contractor is an independent contractor. Contractor is neither an employee nor an agent of the Owner. Contractor shall be solely responsible for payment of all local, state and federal income taxes or for all applicable payments with regard to social security or unemployment compensation for the performance of the terms of this Agreement and maintain all insurance required by law.

#### **ARTICLE XIV – PRACTICE AND ETHICS**

Contractor will conform to the code of ethics of their respective national and state professional associations and the generally accepted practices for the Contracting industry. Contractor shall be responsible for the technical accuracy and the adequacy of its services and all documents resulting therefrom; and Owner shall not be responsible for discovering defects, errors or omissions therefrom. Contractor shall correct all errors or omissions without additional compensation.

#### **ARTICLE XV – CHANGES IN SCOPE OR SCHEDULE OF SERVICES**

Changes mutually agreed upon by the Owner and Contractor will take place only upon a written agreement and will be incorporated into this Agreement by written amendments signed by both parties.

#### **ARTICLE XVI – CHOICE OF LAW AND FORUM**

This Agreement shall be subject to and governed by the laws of the State of Michigan. The Contractor and the Subcontractor agree that the venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the

State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

**ARTICLE XVII – EXTENT OF CONTRACT**

This Agreement and the attached letter dated January 16, 2015 represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

**Genoa Charter Township**

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Fonson Company Inc.**

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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GENOA CHARTER TOWNSHIP  
LAKE EDGEWOOD CONDOMINIMUM  
SANITARY SEWER RELOCATION

PROPOSAL  
00300 / 1

PROPOSAL  
FOR  
LAKE EDGEWOOD CONDOMINIMUM  
SANITARY SEWER RELOCATION  
GENOA CHARTER TOWNSHIP  
LIVINGSTON COUNTY, MICHIGAN

GENOA CHARTER TOWNSHIP  
2911 Dorr Road  
Brighton, MI 48116

Bids Due: Friday, January 16, 2015  
On or Before 2:00PM, Local Time  
HRC Job No. 20140137

Name of Bidder: FONSON COMPANY Inc  
Address: 7641 Whitmore Lake Rd Brighton 48116  
Date: 1-16-15 Telephone: 810-231-5188 Fax: 810-231-5404

The above, as bidder, hereby declares this bid is made in good faith without fraud or collusion with any persons bidding, and that they have examined the plans & MHOGs technical specifications (included by reference), and is familiar with the location of the work described herein and is fully informed as to the nature of the work and the conditions relating to the performance of the Contract.

The bidder acknowledges that they have not received or relied upon any representations or warranties of any nature whatsoever from Genoa Charter Township (Owner), its agents, consultants or employees, as to any conditions to be encountered in accomplishing the work and that this bid is based solely upon the bidder's own independent judgment.

The above, as bidder, hereby certifies that they have examined the plans, MHOGs technical specifications and other data provided by the Owner for bidding purposes. Further, the undersigned certifies that they have reviewed the proposed construction methods and finds them acceptable for the conditions which they anticipate from the information provided for bidding.

The Bidder hereby declares that they have inspected the site of work and further declares that no charges in addition to the individual unit prices shall be made on account of any job circumstances or field conditions which were present and/or ascertainable prior to the bidding. In addition, the Contractor, as such and as Bidder, shall make their own determination as to existing soil conditions and he shall also complete the work under whatever conditions they may create by their own sequence of construction, construction methods, or other conditions they may create, at no additional cost to the Owner.

Attached to this proposal is a geotechnical report the Owner commissioned for the site. It is attached for reference only. The Contractor, as such and as bidder, shall make his own determination as to soil and/or rock conditions and he shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the Owner. The Owner does not guarantee that the ground encountered during construction will conform with the boring information furnished herein.

Hubbell, Roth & Clark, Inc.  
Job 20140137

GENOA CHARTER TOWNSHIP  
 LAKE EDGEWOOD CONDOMINIUM  
 SANITARY SEWER RELOCATION

PROPOSAL  
 00300 / 2

The above, as Bidder, declares that they have familiarized themselves with the location of the proposed Lake Edgewood Condominium Sanitary Sewer Relocation Project and appurtenant construction for the Owner in Genoa Township, Livingston County, Michigan, and the conditions under which it must be constructed; also that they have carefully examined the plans & MHOGs technical specifications, which they understand and accepts as sufficient for the purpose of constructing said Lake Edgewood Condominium Sanitary Sewer Relocation Project, and appurtenant work, and agrees that they will contract with the Owner to furnish all labor, materials, tools, equipment, facilities and supervision necessary to do all the work specified and prescribed for the Owner, in strict accordance with MHOGs General Conditions, and with the full intent of the plans prepared by Hubbell, Roth & Clark, Consulting Engineers, and that they will accept in full payment therefore the sum of:

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1. Tap Existing Manhole - 4' Dia.	1 ea	@ \$ <u>2500.00</u>	= \$ <u>2500.00</u>
2. Tap Existing Wet Well - 6' Dia.	1 ea	@ \$ <u>8250.00</u>	= \$ <u>8250.00</u>
3. Sanitary Sewer, PVC, SDR 26, Open Cut, 8"	470 lft	@ \$ <u>82.50</u>	= \$ <u>38775.00</u>
4. Steel Casing, Bore & Jack, 16" Dia. (not incl. pipe)	30 lft	@ \$ <u>485.00</u>	= \$ <u>14,550.00</u>
5. Sanitary Manhole - 4' Dia.	3 ea	@ \$ <u>4700.00</u>	= \$ <u>14,100.00</u>
6. Topsoil, Seed & Mulch	2,000 syd	@ \$ <u>4.75</u>	= \$ <u>9500.00</u>
7. Silt Fence, 36"	700 ft	@ \$ <u>3.00</u>	= \$ <u>2100.00</u>
8. Catch Basin Insert	2 ea	@ \$ <u>185.00</u>	= \$ <u>370.00</u>
9. Asphalt Driveway Repair		@ Lump Sum	= \$ <u>4900.00</u>
10. Abandon Existing Sanitary Sewer		@ Lump Sum	= \$ <u>3300.00</u>
11. Traffic Control		@ Lump Sum	= \$ <u>1500.00</u>
12. Mobilization		@ Lump Sum	= \$ <u>3000.00</u>
<b>Total Amount of Bid</b>			<b>\$ <u>102,845.00</u></b>

The Owner, at their sole discretion, reserves the right to award to the Bidder who, in the sole determination of the Owner, will best serve the interest of the Owner. The Owner reserves the right to accept any bid, to reject any or all bids, to waive any and all informalities involving price, time, or changes in the work, and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional bids. Also, the Owner reserves the right to reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that



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GENOA CHARTER TOWNSHIP  
LAKE EDGEWOOD CONDOMINIUM  
SANITARY SEWER RELOCATION

PROPOSAL  
00300 / 3

Bidder, whether because the bid is not responsive or the Bidder is unqualified, of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the Owner.

Each bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

**TAXES**

The Bidder affirms that all applicable Federal, State and Local taxes of whatever character and description are included in all prices stated in this Proposal.

**TIME OF COMPLETION**

If awarded the Contract for the Lake Edgewood Condominium Sanitary Sewer Relocation Project, work may not begin until February 16, 2015 and we agree to have all work substantially completed by June 1, 2015. Substantial Completion is defined that the facility is ready to use for its intended purpose with all utility systems fully functional.

The Bidder hereby agrees to furnish the required Bonds, Insurance Certificates, and Policies within 15 days after acceptance of this Proposal.

Final Completion with all clean-up and punch-list items shall be complete by July 1, 2015.

**BIDS TO REMAIN FIRM**

The price stated in this Proposal shall be guaranteed for a period of not less than 60 days from the bid due date and if authorized to proceed within that period, the bidder agrees to complete the work covered by the Proposal at said price.

If this Proposal is accepted by the Owner and the undersigned shall fall to contract as aforesaid and to furnish the required surety bonds within 15 days after being notified of the acceptance of his bid, then the undersigned shall be considered to have abandoned the contract.

Company Name: FANSON COMPANY INC.  
Signature: [Signature] Title: PROJECT MANAGER  
Address: 7644 Whitmore Lake Rd  
County: LIVINGSTON State: MI  
Telephone No.: 810-231-5188 Fax No.: 810-231-5404  
Email Address: STALEY@FANSONINC.COM

Attachment: G2 Geotechnical Report dated November 21, 2014



# MEMO

**TO:** Honorable Members of the Genoa Charter Township Board

**FROM:** Greg Tatara, Utility Director

**DATE:** January 27, 2015

**RE:** Painting of the Oak Pointe Elevated Storage Tank

**MANAGER REVIEW:** 

.....

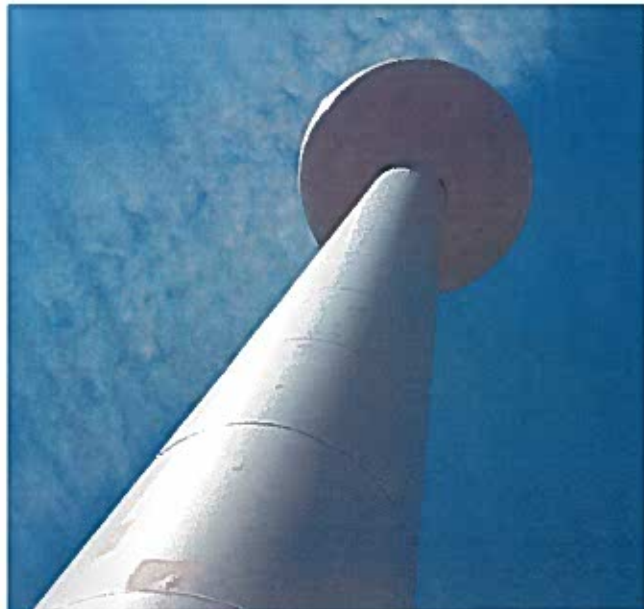
The Genoa Township Utility Department is pleased to present for the Genoa Township Board's consideration a Notice of Award for the Painting of the Oak Pointe Elevated Water Storage Tank.

## Background

The Oak Pointe Water System Elevated Storage Tank was placed in service in 1991. This 167 foot tall, 150,000 gallon tank provides storage and pressure for the approximate 2,300 residents serviced by the Oak Pointe Water System. In 2004, the exterior of the tank was over coated with a urethane pain system. In 2012, Verizon Wireless installed cellular service on the tower and in 2013, AT&T co-located on the tower with wireless service as well.

Inspections conducted in 2013 determined the exterior coating of the tank had micro-cracking that extended to the steel. In addition, the interior coating of the tank has exceeded its anticipated 20 year useful life.

As a result, in 2014, the Genoa Township Utility Department began preparing to paint the elevated tank. In anticipation of taking the tower offline, we installed a pressure sustaining valve on the ground storage and booster station. This will maintain pressure for the residents of the system while the tower is offline. In addition, we are currently programming the facility's SCADA system to operate with the elevated storage tank offline, which will allow us to continue to provide water that has been treated for iron removal during the duration of this project.



In anticipation of this project, in March 2014, the Genoa Township Board increased the Water Capital Improvement Charge to \$15 per quarter per service. With the current water capital improvement charge it is anticipated that it will take approximately 5 years to repay the loan for this project.

### Project Scope

We retained Nelson Tank Engineering and Consulting (NTEC) Inc., to perform tank inspection, generate a bid specification, and obtain bids for the project. Given the cracking in the existing paint system, the entire tank will be sandblasted down to bare metal. During sandblasting, the tower will be draped in a containment structure, similar to that pictured at the right. This will be necessary to contain paint material and sand blasting sand. In addition, a large portion of the interior of the tower must be sand blasted as well.



The extent of the sand blasting will require that the cellular carriers remove their antennae and cables from the tower. We have worked with both AT&T and Verizon to commit to remove their cables and antennae prior to the anticipated April 15<sup>th</sup> start date. Presented in *Attachment 1* is a map of the project area showing staging areas, tree removals, temporary cell phone antenna locations, and road barricade areas. These have been approved by the Oak Pointe Country Club and the Villas of Oak Pointe (Villas) Board.

Based on the life cycle of the current Urethane paint system, we are recommending that as part of the painting project, the paint system be upgraded to a fluoropolymer paint system. The fluoropolymer is less likely to fade, retains its gloss finish longer, offers a 5 year longer warranty, and is projected to last 20 – 25 years.

### Public & County Club Involvement

Due to the extent of disruption to the residents of the Villas as well as the Country Club, we have worked to involve them in the planning of this project. The current tower is plain white in appearance. Both the Country Club and residents of the Villas expressed an interest to have a logo placed on the tower as well a color scheme that matched the community. Ideas were suggested such as a golf ball on a tee or dark stem with white spheroid. A rendering of this color scheme is presented in *Attachment 2a*. An architect, who lives in the Villas, suggested and developed the color scheme presented in *Attachment 2b*. This color scheme is proposed to blend in more with the natural colors of their homes as well as the surrounding landscape. We recommend that the color scheme proposed by the Villas be installed on the tank.

We asked the Association and County Club to pay to have the logo painted on the bowl. Unfortunately, they do not have sufficient funds to pay for the logo to be placed on the tank. They requested that since Oak Pointe user's utility rates are paying for the tower painting, that the Oak Pointe user rates also cover the logo costs. In the MHOG system, MHOG funds have paid for logos, so there is a precedent for using these funds. Certainly, the tower would have a more finished look with a logo, and would provide an identifier for the Oak Pointe Community and water system.

**Notice of Award**

Presented in *Attachment 3* is a bid award recommendation letter from NTEC. The low responsive bidder on the project was 7-Brothers Painting located in Shelby Township, MI. Their bid price, utilizing a fluoropolymer system is \$263,050, less than the engineer's estimate of \$308,800. This bid does include painting the logo on two sides of the tower bowl, which costs \$14,800.

Based on the above information and the attached documents, please consider the following motion:

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to award the Oak Pointe Elevated Storage Tank Painting Project to Seven Brother's Painting with a base contract amount of \$263,050 with the following conditions on the Contractor:

- 1) Install insulation and a frost jacket
- 2) Repaint the Dry Interior
- 3) Repaint the Wet Interior
- 4) Repaint the Exterior with Fluoropolymer in Color Gray Tweed
- 5) Install Lettering with Oak Pointe Logo with Oak Leave's in White
- 6) Install Cathodic Protection.

Oak Pointe Tower Painting  
April – June 2015



OAK POINT  
Community & CC





January 15, 2015

Greg Tatara  
Genoa Township  
2911 Dorr Rd.  
Brighton, MI 48116

RE: Notice of Award

The Bid Opening for the Oak Pointe-Genoa Township 150,000 Gallon Elevated Tank Interior and Exterior Repainting project took place on January 14, 2015, at the Genoa Township Hall, 2911 Dorr Road, Brighton, MI 48116, at 2:00 pm. Three contractors sent requests and were issued bid packets for the project. Upon reviewing the bids, NTEC recommends award of the project to Seven Brothers Painting, Inc., the lowest responsive bidder, with his bid of \$248,550.

The bidding schedule included alternate pricing for repainting the exterior with fluoropolymer. NTEC recommends using the fluoropolymer alternate, making the bid total \$263,050. The cost still falls well below the engineer's estimate (\$308,800) and will increase the longevity of the coating system.

I have enclosed three copies of the Notice of Award that require dating and signatures. The three copies of the Notice of Award (signed and dated) shall be sent to the Contractor, who shall be instructed to sign the Notice of Award and return it with the required bonds and insurance certificate to NTEC.

After receiving and reviewing the required bonds and insurance certificate, NTEC will send the Agreement to the Contractor with instructions to sign, date and forward all 3 copies to the Owner. The Owner will, then, execute the Contract Agreement and return all three copies to NTEC, who will compile and prepare the fully executed Contract Document package for each party.

Respectfully,



Keith A. Nelson, PE  
President

Encl: NOA



## BIDDING SCHEDULE

### BASE BID

1. Install Insulation and Frost Jacket  
EIGHT THOUSAND Dollars \$ 8,000.00
2. Repaint Dry Interior  
THIRTY SIX THOUSAND NINE HUNDRED Dollars \$ 36,900.00
3. Repaint Wet Interior  
FORTY SEVEN THOUSAND SEVEN HUNDRED Dollars \$ 47,700.00
4. Repaint Exterior with Polyurethane  
ONE HUNDRED TWENTY EIGHT THOUSAND TWO HUNDRED Dollars \$ 128,200.00
5. Lettering  
FOURTEEN THOUSAND EIGHT HUNDRED Dollars \$ 14,800.00
6. Install Cathodic Protection  
TWELVE THOUSAND NINE HUNDRED FIFTY Dollars \$ 12,950.00

### **BASE BID TOTAL (For selected Items 1-6)**

TWO HUNDRED FORTY EIGHT THOUSAND  
FIVE HUNDRED FIFTY Dollars \$ 248,550.00

The total amount is subject to correction based on the final selection of alternatives, line items and on estimated quantities given for unit prices. The Owner reserves the right to delete individual line items. The Bidder, therefore, shall not "weight" his Bid with respect to any individual line item within the Bidding Schedule.

### ALTERNATES

7. Repaint Exterior with Fluoropolymer (Alternate)  
ONE HUNDRED FORTY TWO THOUSAND SEVEN HUNDRED Dollars \$ 142,700.00

\$263,050.00

## MEMORANDUM

TO: Genoa Township Board

FROM: Michael Archinal, Manager 

DATE: January 27, 2015

RE: 2015 Sidewalk Installation Design Phase Services Proposal

As we have discussed, we will endeavor to complete a continuous sidewalk through Genoa Township on Grand River next construction season. We have completed sidewalk from the City of Howell to Sunrise Park. Next year's project is proposed to go from Sunrise Park to St. Joseph Mercy on the north side of the road. From St. Joseph pedestrians will cross to the 2/24 Church property via the recently upgraded crosswalk. From 2/24 the sidewalk will continue east to the Township limit at O'Connors/Hacker. At the December 1, 2014 meeting, the Board approved a survey proposal for this project.

Because a section of this route was proposed but not completed during the current fiscal year, we have remaining funds in the Parks and Recreation budget. I would like to encumber some of these funds and provide ample time for easement acquisition for this rather ambitious project.

Please consider the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve a Design Phase Services Proposal from Tetra Tech for the installation of 12,500 linear feet of sidewalk from Sunrise Park to Hacker in the amount of \$37,000.**



January 22, 2015

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

**Re: 2015 Sidewalk Installation  
Design Phase Services Proposal**

Mr. Archinal:

Pursuant to our discussion, we have prepared the following proposal for the design and bidding of approximately 12,500 feet of sidewalk from Sunrise Park to Hacker Road. This portion of the sidewalk program will complete the pathway along the north side of Grand River from Howell to the Township's eastern boundary. It is anticipated that the walk will be approximately 5 feet wide in this area. Many sections of walk are already in place as part of development along Grand River, however, there are significant gaps that will be part of this project. Design phase services are included in the scope of work presented below.

The plans for the proposed sidewalk improvements along the north side of Grand River from Sunrise Park to Wildwood Drive have already been completed. The approximately 17,000 feet from Wildwood Drive to Hacker Road has been surveyed and will be added to the plans that have already been prepared. The portion of the project within the MDOT ROW has been submitted to MDOT for issuance of the necessary construction permit. The remaining portions of this project will require review and permitting by the Livingston County Road Commission.

## **SCOPE OF SERVICES**

### **Design Phase for Sunrise to Hacker**

- Complete the existing in progress design and prepare a design of the pathway extending from the currently proposed terminus at Wildwood Drive on the east side of the County Roadside Park on Lake Chemung east to the eastern limit of Genoa Township, just south of the Hacker Road intersection. Approximately 12,500 linear feet of new pathway will be included in the project.
- Prepare a design for the retaining walls anticipated on the eastern end of the project between the Lake Edgewood condominium development and Collingwood Road. Also included is the design of the retaining wall near Wildwood drive and the Log Cabin Restaurant.
- Prepare a design of the walkway/bridge just east of Bordine's Nursery.

- Provide front-end specifications and documents for project bidding.
- Submit the final plans to MDOT and LCRC for review and construction permit issuance.
- Identify requirements for permanent easements for the construction of the pathway. The front end easement language will be prepared by the Township. Also, title work will be provided by the Township for affected parcels.
- Assist the Township in obtaining construction quotations for the work.

## SCHEDULE

It is anticipated that the design will be completed by mid-April 2015, with bidding and construction following. Construction could be completed by November 2015.

## COMPENSATION

Compensation for our personnel directly engaged in the work of this proposal will be based on our hourly billable rates. We propose the following budgets for the project:

Design Phase	\$34,000
Bidding Phase	\$3,000
Total	\$37,000

The design phase services do not include preparing easement legal descriptions. During the design, easements will be identified and a separate amendment to this proposal prepared for this effort. We will also prepare a separate proposal for the construction phase once a contractor is selected and a definitive schedule is known.

Please review this proposal and if it is acceptable, 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 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 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.

**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.

**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.

## Mike Archinal

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**From:** Kathleen Murphy  
**Sent:** Thursday, January 22, 2015 12:13 PM  
**To:** Mike Archinal  
**Subject:** Press Circulation Figures (this one)

Mike,

Jim Ahrenberg, District Sales Manager for Gannett Publishing Services in the Howell office, called with audited circulation figures for the Press & Argus. These figures were submitted to the audit firm on Oct. 10, 2014.

Average Paid Sunday: 13,266 copies

Average Paid Weekly: 9,583 copies

These numbers are a decline from figures reported by the paper to the Audit Bureau of Circulations in 2012. Those were:

Average Paid Sunday: 16,400 copies

Average Paid Weekly: 11,213 copies

Ahrenberg also added the digital component of the paper had 1 million unique hits last month (December 2014). He said they expect that to continue to rise even with the new requirement of a paid subscription for the online product.

Kathleen

Kathleen Murphy  
Administrative Assistant



GENOA  
Township

Genoa Charter Township

2911 Dorr Road, Brighton, Michigan 48116

Phone: (810) 227-5225, Fax: (810) 227-3420

E-mail: [kathleen@genoa.org](mailto:kathleen@genoa.org), Url: [www.genoa.org](http://www.genoa.org)

*At the 1/20/15 meeting the Board requested audited circulation figures for the Press and Argus. This is related to your discussion on the cost of publications and announcements in local papers. ma.*