

GENOA CHARTER TOWNSHIP BOARD
Regular Meeting
September 8, 2015
6:30 p.m.

AGENDA

Call to Order:

Pledge of Allegiance:

Call to the Public (Public comment will be limited to two minutes per person)*:

Approval of Consent Agenda:

1. Payment of Bills.
2. Request to Approve Minutes: Aug. 17, 2015

Approval of Regular Agenda:

3. Request for approval of Resolution No. 1 [to proceed and direct the preparation of plans and cost estimates] for the Homestead Drive Road Improvement Project Special Assessment District Winter 2015.
4. Request for approval of Resolution No. 2 [to approve the project schedule the first hearing and direct the issuance of statutory notices] for the Homestead Drive Road Improvement Project Special Assessment District Winter 2015.
5. Introduction of a proposed rezoning and authorization of statutory notice for a public hearing on September 21st, 2015 concerning 37.97 acres of land (6 parcels) located at 3750 Cleary Drive. The rezoning involves parcels #11-05-400-012, 024, 062; 11-05-301-004; 11-05-302-005, 011. The application is petitioned by Cleary University and the requested rezoning is from Office Service District (OSD) and Industrial (IND) to a Mixed Use Planned Unit Development (MUPUD).
6. Consider approval of a proposal from Construction for 2015 sidewalk improvements in the amount \$119,211.57.
7. Request for approval of a lease renewal for Stations #34/35 with the Brighton Area Fire Authority.
8. Consider approval of budgets for the Michigan Association of Planning Annual Conference.
9. Request to enter into a closed session to discuss pending litigation pursuant to MCL 15.268 § 8 (e).

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: September 8, 2015

| | |
|---|---------------------|
| TOWNSHIP GENERAL EXPENSES: Thru September 8, 2015 | \$135,341.88 |
| August 28, 2015 Bi Weekly Payroll | \$81,046.66 |
| September 1, 2015 Monthly Payroll | \$11,056.24 |
| OPERATING EXPENSES: Thru September 8, 2015 | \$130,704.24 |
| TOTAL: | <u>\$358,149.02</u> |

| <u>Check Number</u> | <u>Vendor No</u> | <u>Vendor Name</u> | <u>Check Date</u> | <u>Check Amount</u> |
|---------------------|------------------|--------------------------------|-------------------|---------------------|
| 32018 | A T & T | A T & T | 08/20/2015 | 161.59 |
| 32019 | BLUE CRO | Blue Cross & Blue Shield Of Mi | 08/20/2015 | 29,352.99 |
| 32020 | EHIM | EHIM, INC | 08/20/2015 | 4,961.29 |
| 32021 | StateOfM | State of Michigan | 08/20/2015 | 9,518.56 |
| 32022 | A T & T | A T & T | 08/24/2015 | 25.76 |
| 32023 | BullsEye | BullsEye Telecom | 08/24/2015 | 291.80 |
| 32024 | CARDM | Chase Card Services | 08/24/2015 | 449.88 |
| 32025 | CRAMPTON | Crampton Electric Co., Inc. | 08/24/2015 | 1,817.14 |
| 32026 | GENOA TW | Genoa Township | 08/24/2015 | 403.52 |
| 32027 | LCAA | LCAA | 08/24/2015 | 160.00 |
| 32028 | MICOM | Michigan.com | 08/24/2015 | 540.00 |
| 32029 | Net serv | Network Services Group, L.L.C. | 08/24/2015 | 225.00 |
| 32030 | VERIZONW | Verizon Wireless | 08/24/2015 | 627.91 |
| 32031 | WAL MART | Wal Mart Stores | 08/24/2015 | 335.60 |
| 32032 | GENOA OC | Genoa Oceola Swr & Wtr Authori | 08/26/2015 | 4,100.00 |
| 32033 | GENOA TW | Genoa Township | 08/26/2015 | 1,260.56 |
| 32034 | MHOG WTR | MHOG Water Authority | 08/26/2015 | 42,125.54 |
| 32035 | OAKPOINT | Oak Point Operating | 08/26/2015 | 6,973.74 |
| 32037 | PINECREE | Pine Creek Operating | 08/26/2015 | 561.60 |
| 32039 | GENOA TW | Genoa Township | 08/26/2015 | 791.00 |
| 32040 | ARCHINAL | Michael Archinal | 08/27/2015 | 500.00 |
| 32041 | COMC | Comcast | 08/27/2015 | 136.88 |
| 32042 | DEL BUS | Deluxe For Business | 08/27/2015 | 55.20 |
| 32043 | Dyk | Dykema Gossett, PLLC | 08/27/2015 | 2,236.30 |
| 32044 | FED EXPR | Federal Express Corp | 08/27/2015 | 74.36 |
| 32045 | LC REG D | Livingston Co. Register Of Dee | 08/27/2015 | 29.00 |
| 32046 | Livinsto | Livingston Cty Assessors Asc | 08/27/2015 | 30.00 |
| 32047 | MI Assn | MI Assn Municipal Clerks | 08/27/2015 | 155.80 |
| 32048 | TRI COUN | Tri County Supply, Inc. | 08/27/2015 | 207.85 |
| 32049 | Amer | American Video Transfer Inc | 09/08/2015 | 314.50 |
| 32050 | LAKESIDE | Lakeside Service Company, Inc. | 09/08/2015 | 934.63 |
| 32051 | LSL | LSL Planning, Inc. | 09/08/2015 | 4,138.85 |
| 32052 | Mancuso | Mancuso & Cameron, P.C. | 09/08/2015 | 5,792.00 |
| 32053 | MASTER M | Master Media Supply | 09/08/2015 | 296.70 |
| 32054 | Net serv | Network Services Group, L.L.C. | 09/08/2015 | 300.00 |
| 32055 | PFEFFER | Pfeffer, Hanniford, Palka | 09/08/2015 | 6,000.00 |
| 32056 | PRINTING | Printing Systems | 09/08/2015 | 875.71 |
| 32057 | StateMic | State Of Michigan | 09/08/2015 | 6,619.70 |
| 32058 | USBNA | US Bank, N.A. | 09/08/2015 | 1,960.92 |

Report Total: 135,341.88

Accounts Payable
Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: cindy

Printed: 08/20/2015 - 12:55

Bank Account: 101CH

| Check | Vendor No | Vendor Name | Date | Invoice No | Amount |
|--------------------|-----------|------------------------------|------------|------------|--|
| 13402 | EFT-FED | EFT- Federal Payroll Tax | 08/28/2015 | | 8,218.44 4,741.82 4,741.82 1,108.98 1,108.98 |
| Check 13402 Total: | | | | | 19,920.04 |
| 13403 | EFT-PENS | EFT- Payroll Pens Ln Pyts | 08/28/2015 | | 2,678.88 72.53 |
| Check 13403 Total: | | | | | 2,751.41 |
| 13404 | EFT-PRIN | EFT-Principal Retirement 457 | 08/28/2015 | | 1,095.00 |
| Check 13404 Total: | | | | | 1,095.00 |
| 13405 | EFT-ROTH | EFT-Principal Roth | 08/28/2015 | | 615.00 |
| Check 13405 Total: | | | | | 615.00 |
| 13406 | EFT-TASC | EFT-Flex Spending | 08/28/2015 | | 1,069.97 |
| Check 13406 Total: | | | | | 1,069.97 |

Report Total:

8/28/15
payroll
CK# 12131

25,451.42
+ 55416.02
80867.44
+ 179.22
81046.66
Page 1

Genoa Charter Township
User: angie

Electronic Clearinghouse
Distribution Report

Printed: 08/24/15 09:50
Batch: 628-08-2015

| Account Number | Debit | Credit | Account Description |
|-----------------|-----------|-----------|----------------------------|
| 101-000-002-000 | 0.00 | 55,416.02 | Cash-checking Account Only |
| 101-000-259-000 | 55,416.02 | 0.00 | Payroll Direct Deposit |
| | 55,416.02 | 55,416.02 | |
| Report Totals: | 55,416.02 | 55,416.02 | |

Genoa Charter Township
User: cindy

Payroll
Computer Check Register

Printed: 08/20/15 12:41
Batch: 628-08-2015

| <u>Check No</u> | <u>Check Date</u> | <u>Employee Information</u> | | <u>Amount</u> |
|------------------------------|-------------------|------------------------------|------------|---------------|
| 12131 | 08/28/2015 | Brown Tara | Tara Brown | 179.22 |
| Total Number of Employees: 1 | | Total for Payroll Check Run: | | 179.22 |

Accounts Payable
Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: cindy

Printed: 08/19/2015 - 14:42

Bank Account: 101CH

| Check | Vendor No | Vendor Name | Date | Invoice No | Amount |
|--------------------|-----------|---------------------------|------------|------------|--|
| 13397 | EFT-FED | EFT- Federal Payroll Tax | 09/01/2015 | | 1,932.89 669.74 669.74 156.64 156.64 |
| Check 13397 Total: | | | | | 3,585.65 |
| 13398 | EFT-PENS | EFT- Payroll Pens Ln Pyts | 09/01/2015 | | 394.21 |
| Check 13398 Total: | | | | | 394.21 |
| 13399 | EFT-ROTH | EFT-Principal Roth | 09/01/2015 | | 200.00 |
| Check 13399 Total: | | | | | 200.00 |
| 13400 | EFT-TASC | EFT-Flex Spending | 09/01/2015 | | 83.33 |
| Check 13400 Total: | | | | | 83.33 |
| 13401 | FIRST NA | First National Bank | 09/01/2015 | | 6,793.05 |
| Check 13401 Total: | | | | | 6,793.05 |
| Report Total: | | | | | 11,056.24 |

#503 DPW UTILITY FUND

Payment of Bills

August 18 - 31, 2015

| Type | Date | Num | Name | Memo | Amount |
|-----------------|------------|------|------------------------------|--------------------------------------|--------------------|
| Bill Pmt -Check | 08/18/2015 | 3333 | Genoa-Oceola Sewer Authority | 2015 DPW RETURN | -26,305.68 |
| Bill Pmt -Check | 08/18/2015 | 3334 | MHOG WATER AUTHORITY | 2015 DPW RETURN | -43,946.88 |
| Bill Pmt -Check | 08/18/2015 | 3335 | Lake Edgewood | 2015 DPW Return | -5,717.78 |
| Bill Pmt -Check | 08/18/2015 | 3336 | Oak Pointe Operating s/w | 2015 DPW RETURN | -21,602.67 |
| Bill Pmt -Check | 08/24/2015 | 3337 | Verizon | 8/7 to 9/6/2015 | -310.00 |
| Bill Pmt -Check | 08/24/2015 | 3338 | UTILITY ESCROW FUND #103 | utility escrow Fund #103 | -6,042.02 |
| Bill Pmt -Check | 08/26/2015 | 3339 | State of Michigan (2) | Certification Exam Fee-Dave Miller | -70.00 |
| Bill Pmt -Check | 08/26/2015 | 3340 | Blackburn Mfg. Co. | Solvent-supplies | -568.51 |
| Bill Pmt -Check | 08/26/2015 | 3341 | Monroe Truck Equipment, Inc. | Auto Crane Cable Assy and Freight | -445.00 |
| Bill Pmt -Check | 08/27/2015 | 3342 | U.S. POSTMASTER | Return addressing Service | -50.00 |
| Bill Pmt -Check | 08/28/2015 | 3343 | Greg Tatara | September 2015 Car Allowance | -500.00 |
| Bill Pmt -Check | 08/28/2015 | 3344 | HUMPHRISS | September 2015 Monthly Car Allowance | -250.00 |
| Total | | | | | -105,808.54 |

#592 OAK POINTE WATER/SEWER FUND

Payment of Bills

August 18 - 31, 2015

| Type | Date | Num | Name | Memo | Amount |
|-----------------|------------|------|---------------------------------|---|------------------|
| Bill Pmt -Check | 08/24/2015 | 3407 | AT&T | Monthly Service Aug 7 thru Sept 6, 2015 | -87.63 |
| Bill Pmt -Check | 08/24/2015 | 3408 | Bullseye Telecom | 003CA32, 003CACC | -374.33 |
| Bill Pmt -Check | 08/24/2015 | 3409 | COOPERS TURF MANAGEMENT, LLC | LIFT STATION 50,55,56,57,60 WASTWATER | -446.00 |
| Bill Pmt -Check | 08/24/2015 | 3410 | M & K Jetting and Televising | jet vac man hole to man hole | -1,350.00 |
| Bill Pmt -Check | 08/24/2015 | 3411 | Genoa Twp Oak Pointe Sewer Bond | VOID: Op Sewer DS Fund #852 | 0.00 |
| Bill Pmt -Check | 08/26/2015 | 3412 | GENOA TWP DPW FUND | DPW 695 | -1,419.41 |
| Bill Pmt -Check | 08/26/2015 | 3413 | AT & T | Telephone Internet Service 7/12/15 to 8/11/15 | -65.00 |
| Total | | | | | -3,742.37 |

#593 LAKE EDGEWOOD W/S FUND

Payment Of Bills

August 18 - 31, 2015

| Type | Date | Num | Name | Memo | Amount |
|-----------------|------------|------|----------------------------|---|-------------------|
| Bill Pmt -Check | 08/20/2015 | 2801 | FONSON, INC. | L E Condominium Sewer Relocation | -5,000.00 |
| Bill Pmt -Check | 08/20/2015 | 2802 | Hubbell, Roth & Clark, Inc | Project # 20140137-21 | -219.68 |
| Bill Pmt -Check | 08/24/2015 | 2803 | BullsEye Telecom | 8/10 to 9/9/2015 | -292.29 |
| Bill Pmt -Check | 08/24/2015 | 2804 | Cooper's Turf Management | Lawn Care at LE wastewater plant and lift station | -292.00 |
| Bill Pmt -Check | 08/24/2015 | 2805 | GENOA TWP-GENERAL FUND | Reimbursement to the Meter Fund | -150.00 |
| Bill Pmt -Check | 08/26/2015 | 2806 | Lake Edgewood New User | New User Fees 493-000-084-593 | -6,187.42 |
| Bill Pmt -Check | 08/26/2015 | 2807 | GENOA TWP DPW FUND | Qtr Ending 11/30/14 admin Fees | -1,032.93 |
| Bill Pmt -Check | 08/25/2015 | 2808 | GENOA TWP DPW FUND | | -1,022.95 |
| Total | | | | | -14,197.27 |

#595 PINE CREEK W/S FUND

Payment of Bills

August 18 - 31, 2015

| Type | Date | Num | Name | Memo | Amount |
|-----------------|------------|------|----------------------|--------------------------------|------------------|
| Bill Pmt -Check | 08/25/2015 | 2153 | GENOA TWP - DPW FUND | Qtr Ending 11/30/14 Admin Fees | -3,473.04 |
| Bill Pmt -Check | 08/25/2015 | 2154 | GENOA TWP - DPW FUND | Qtr Ending 2/28/15 admin fees | -3,483.02 |
| Total | | | | | -6,956.06 |

draft

GENOA CHARTER TOWNSHIP BOARD

Regular Meeting

August 17, 2015

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 board members were present constituting a quorum for the transaction of business: Gary McCririe, Paulette Skolarus, Robin Hunt, Todd Smith, Linda Rowell, Jean Ledford and Jim Mortensen. Also present were Township Manager Michael Archinal, Township Assistant Manager Kelly VanMarter and approximately 100 persons in the audience.

McCririe advised the board and audience that since a lawsuit was pending board members would not be able to respond to public comment.

A call to the public was made with the following persons addressing the board and asking that the Special Use Permit be approved for the Church of the Nazarene: Vicki Lovell, Tim Lambert, Jessica Barefield, Jim Reese, Allison Restauri, Mary Ellen Provenzola, Wesley Brown, Dan Wholihan, Kevin Gerkin, Kevin Spicher, Russell Shafer, Jennifer Panning, Sloan Panning, Kathy Groman, Jackson Groman, Wendy Bury, Peter Glover, Marge Chiesa, Virginia Witcaer, Samuel Theis, Brandon Barefield, Emma Bury, Stephen Bindon, Jason Woorford, Gayle Italia, Robert Stott, Katherine Stott, Melissa Rollins, Kathy Moorehouse, Matt Maddock, Nancy Glover, Katherine Chapman, Ted Nast, Mitch Glover, Lana Theis and Dawn Shell. One person voiced support for the board. The call to the public concluded at 7:40 p.m.

Approval of Consent Agenda:

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

1. Payment of Bills.

2. Request to Approve Minutes: Aug. 3, 2015

3. Consider approval of a fireworks display application from Kim Cybart for September 6, 2015 on Lake Chemung.

Approval of Regular Agenda:

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

4. Request for approval of an amendment to the Road Improvement Fund #261 to approve expenditures not to exceed \$139,416 for road work in Tri-Lakes.

Moved by Smith and supported by Hunt to approve the amendment to the Road Improvement Fund #261 as requested by Skolarus. The motion carried unanimously.

5. Consider approval of a bid from Highway Maintenance for 2015 Paving Improvements including Tri-Lakes Slurry Coat (\$109,250) and Township Hall Parking Lot Reconstruction and Maintenance (\$77,850).

Moved by Mortensen and supported by Skolarus to approve the bid from Highway Maintenance for Tri-Lakes in the amount of \$109,250.00 and the Township Hall parking lot in the amount of \$77,850.00 as requested. The motion carried unanimously.

6. Request to enter into a closed session to discuss pending litigation pursuant to MCL 15.268 § 8 (c).

Moved by Smith and supported by Rowell to enter into closed session at 7:50 p.m. to discuss pending litigation. The motion carried by roll call vote as follows: Ledford, Smith, Hunt, Rowell, Mortensen, Skolarus and McCririe. Nays – None. Absent – None.

Moved by Ledford and supported by Rowell to return to the regular meeting at 8:55 p.m.

Moved by Rowell and supported by Skolarus to retain the law firm of Seward, Peck & Henderson to represent the township for the pending litigation regarding the Livingston Christian School. The motion carried unanimously.

Correspondence

- Archinal will write a letter to the Ann Arbor Area Transportation Authority with verbal support of the North-South Commuter Rail Service from Howell to Ann Arbor at the request of Ledford.
- Cleary University asked for re-consideration to funding of Grand Oaks Drive road improvement project. Archinal responded.
- A Notice of Assessment and Apportionment Hearing was received from the Livingston County Drain Commissioner

The regular meeting of the Genoa Charter Township Board was adjourned at 9:00 p.m.



Paulette A. Skolarus, Clerk
Genoa Charter Township

Gary McCririe, Supervisor
Genoa Charter Township

GENOA CHARTER TOWNSHIP BOARD SYNOPSIS
MINUTES: 08/03/2015 and 08/17/2015

The following requests were approved by the Township Board at the August 3, 2015 and August 17, 2015 meetings:

- Payment of Bills
- Minutes from 07/20/15 & 08/03/2015
- Approved - rate adjustments for Lake Edgewood Water and Pine Creek Sewer and Water customers
- Approved - contract services proposal from the Livingston County Economic Development Council
- Denied - a Special Land Use request by the Church of the Nazarene
- Approved - an environmental impact assessment and site plan for Culver's Restaurant
- Approved - the order of the Hearing Officer for removal of the dangerous building located 1112 Chemung Drive
- Approved - a fireworks display for Kim Cybart for September 6, 2015 on Lake Chemung
- Approved - Road Improvement Fund #261 to approve expenditures not to exceed \$139,416 for road work in Tri-Lakes
- Approved - a bid from Highway Maintenance for Tri-Lakes Slurry Coat and Township Hall Parking Lot Reconstruction
- Entered - into a closed session to discuss pending litigation
- Approved - the law firm of Seward, Peck & Henderson to represent the township for the pending litigation regarding the Livingston Christian School

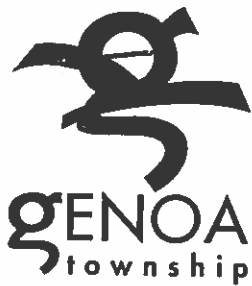
The minutes may be viewed in their entirety at www.genoa.org or call (810) 227-5225 and request a copy if you do not have internet service available to you.



Paulette A. Skolarus, Clerk

Gary McCririe, Supervisor

(Liv. Daily 08/28/2015 monthly publication)



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

July 15, 2015

To: Resident of Homestead Drive

From: Polly Skolarus, Clerk of Genoa Township

Subject: Road Improvement Project

The Township has been approached by some of your neighbors regarding the condition of the roads in your subdivision. The roads in your area are private. As such the repair and upkeep is the responsibility of the property owners along Homestead Drive.

Public Act 188 allows for special property tax assessments for certain improvements including roads. The process would first require petitions from residents asking for the creation of a special assessment district. 51% of the property owners must file the petition with my office in support of the project. The township would then hold two public hearings on the request. State laws do not allow public money to be used in the project. The Township finances this project through a revolving loan fund. Typically project costs are spread over a five year period with 0% interest and the cost would be added to either your winter or summer tax bill.

Your homeowners association has already received bids for this work. Bids were received from D & H asphalt in the amount of \$177,880.00 and from Copeland Paving, Inc. in the amount of \$233,788.00. A permit may be required from the Livingston County Road Commission if work is done within a public right-of-way. The project would involve pulverizing the existing asphalt, enhance existing aggregate, fine grade and compact, pave with 2-inches compacted bituminous 13A asphalt, an application of SS2=1H tack-coat and pave with 2-inches of compacted bituminous 36A. In addition, costs incurred by the Township for publication and mailing would be paid by the district if sufficient petitions are received.

Based on the following assumptions:

- A contract by the homeowners with D & H
- 61 parcels/homes @ \$180,000.00 (including publishing and mailing)
- Project cost estimate of \$2,950.00 per parcel/home
- 5-year payback with 0% interest – township financed
- Yearly assessment of \$590.00

I have enclosed a petition should your family choose to support this project. Please return this petition to Nancy McDonald at 4261 Homestead Drive Howell, MI 48863. Please know that the Township will not move forward on this request unless more than 50% of homeowners choose to sign the petition asking for our assistance.

SUPERVISOR

Gary T. McCririe

CLERK

Paulette A. Skolarus

TREASURER

Robin L. Hunt

TRUSTEES

H. James Mortensen

Jean W. Ledford

Todd W. Smith

Linda Rowell

MANAGER

Michael C. Archinal

D & H ASPHALT COMPANY

10063 INDUSTRIAL DRIVE
 P.O. BOX 729
 HAMBURG, MI 48139

Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 6/15/2015 | 5232 |

| |
|---|
| Name / Address |
| KURT McDONALD 4261 HOMESTEAD DRIVE HOWELL, MI 48843 |

| | | |
|--|------------|---------------------------|
| Customer Fax | Rep | Project |
| | SWH | HOMESTEAD DRIVE |
| Description | | Total |
| <ul style="list-style-type: none"> - APPROXIMATELY 79,996 SQUARE FEET - PULVERIZE EXISTING ASPHALT TO A DEPTH OF 8-INCHES BELOW GRADE - ENHANCE EXISTING AGGREGATE BASE WITH PULVERIZED MATERIAL AS NECESSARY - HAUL AWAY SPOILS - FINE GRADE AND COMPACT - PAVE WITH 2-INCHES COMPACTED BITUMINOUS 13A ASPHALT - APPLICATION OF SSIH TACKCOAT - PAVE WITH 2-INCHES COMPACTED BITUMINOUS 36A ASPHALT | | 177,880.00 |
| | | Total \$177,880.00 |

Signature

| | | |
|----------------|--------------|----------------------------|
| Phone # | Fax # | E-mail |
| 810-231-3501 | 810-231-3393 | dandhasphalt@sbcglobal.net |

Resolution #1 – Homestead Drive Road Improvement Project
Special Assessment Project (Winter 2015)

GENOA CHARTER TOWNSHIP

At a regular meeting of the Township Board of the Genoa Charter Township, Livingston County, Michigan, (the "Township") held at the Township Hall on September 8, 2015, at 6:30 p.m., there were

PRESENT: McCririe, Hunt, Ledford, Rowell, Mortensen and Smith

ABSENT: Skolarus

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

**Resolution to Proceed with the
Project and Direct
Preparation of the Plans and Cost Estimates**

WHEREAS, the Clerk reported that petitions have been filed with her for the Homestead Drive Road Improvement Project (the "Project") under the authority of Act No 188, Michigan Public Acts of 1954, as amended;

WHEREAS, the Supervisor and the Clerk reported that they had checked the signatures on the petitions by record owners of land within the Township contained within the district described above and had prepared and filed a report setting forth the percentage of record owners of lands by frontage within the district who signed the petitions which amounted to more than fifty percent (50%); and

WHEREAS, the creation of a Special Assessment District for the Homestead Drive Road Improvement project is appropriate pursuant to Section 2 of Act No. 188, Michigan Public Acts of 1954

NOW, THEREFORE, BE IT RESOLVED THAT:

1. In accordance with Act No. 188, Michigan Public Acts of 1954, as amended, and the laws of the State of Michigan, the Township Supervisor is directed to have plans prepared illustrating the Project, the location of the Project, and an estimate of the cost of the Project.
2. The plans and estimates identified in paragraph 1, when prepared, shall be filed with the Township Clerk.

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

YES: Ledford, Smith, Hunt, Rowell, 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 on September 8, 2015, 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, Clerk
Genoa Charter Township

Resolution #2 – Homestead Drive Road Improvement Project
Special Assessment Project (Winter2015)

GENOA CHARTER TOWNSHIP

At a regular meeting of the Township Board of the Genoa Charter Township of Livingston County, Michigan, (the "Township") held at the Township Hall on Sept. 8, 2015, at 6:30 p.m., there were

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

ABSENT: Skolarus

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

**Resolution to Approve the Project,
Scheduling the First Hearing
and Directing the Issuance of Statutory Notices**

WHEREAS, the Township has received petitions signed by owners of more than fifty percent (50%) of the total frontage within the Homestead Drive Road Improvement Project within the Township in accordance with Act No. 188, Michigan Public Acts of 1954, as amended, and as described in Exhibit A (the "Project"); and

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of Trustees of the Township hereby tentatively declares its intent to proceed with the Project.
2. The Board of Trustees of the Township hereby declares its intention to make the improvement and tentatively designates the special assessment district against which the cost of the improvement is to be assessed is described in Exhibit A.
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 to hear any objections to the petition, to the improvement and to the proposed Special Assessment District for the Project which is known as the "Homestead Drive Road Improvement Project Special Assessment District (Winter 2015)."
4. The public hearing will be held on Sept. 21, 2015 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 B and shall be mailed by first class mail on or before Sept. 10, 2015. Following the mailing of the notices, the Township Clerk shall complete an affidavit of mailing similar to the affidavit set forth in Exhibit C.

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 Sept. 11, 2015 and once on or before Sept. 18, 2015. The notice shall be in a form substantially similar to the notice attached as Exhibit B.

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

YES:

NO:

ABSTAIN:

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, Clerk
Genoa Charter Township

EXHIBIT A

HOMESTEAD DRIVE ROAD IMPROVEMENT PROJECT

DESCRIPTION OF PROJECT A 5- YEAR SPECIAL ASSESSMENT DISTRICT WITH PROJECTED COSTS AS FOLLOWS:

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

- Approximately 79,996 square feet
- Pulverize existing asphalt to a depth of 8-inches below grad
- Enhance existing aggregate base with pulverized material as necessary
- Haul away spoils
- Fine grade and compact
- Pave with 2-inches compacted bituminous 13A asphalt
- Application of SS1H tackcoat
- Pave with 2-inches of compacted bituminous 36A asphalt.

Total amount per parcel - \$2,858.00; Amount per year for 5 Years - \$572.00

EXHIBIT B

Genoa Charter Township
Livingston County, Michigan

NOTICE OF PUBLIC HEARING
FOR THE PROPOSED HOMESTEAD DRIVE ROAD IMPROVEMENT PROJECT
AND SPECIAL ASSESSMENT DISTRICT FOR THE PROJECT

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 Sept. 21, 2015, 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 – HOMESTEAD DRIVE ROAD IMPROVEMENT PROJECT
AND SPECIAL ASSESSMENT DISTRICT (Winter 2015)
(A 5-year program with costs as follows)

and to hear any objections to the petition, to the improvement and to the special assessment district. The Township Board may revise, correct, amend or change the plans, estimate of cost, or special assessment district.

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

- Approximately 79,996 square feet
- Pulverize existing asphalt to a depth of 8-inches below grad
- Enhance existing aggregate base with pulverized material as necessary
- Haul away spoils
- Pave with 2-inches compacted bituminous 13A asphalt
- Application of SS1H tackcoat
- Pave with 2-inches of compacted bituminous 36A asphalt.

Total amount per parcel - \$2858.00; Amount per year for 5 years - \$572.00.

Periodic redeterminations of cost may be made without a change in the special assessment district and without further notice to record owners or parties in interest in the property.

(2) 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:

| | | |
|-----------------|-----------------|-----------------|
| 4711-21-401-001 | 4711-21-401-002 | 4711-21-401-004 |
| 4711-21-401-006 | 4711-21-401-008 | 4711-21-401-012 |
| 4711-21-401-015 | 4711-21-401-021 | 4711-21-401-023 |

| | | |
|-----------------|-----------------|-----------------|
| 4711-21-401-024 | 4711-21-401-026 | 4711-21-401-027 |
| 4711-28-100-023 | 4711-28-100-024 | 4711-28-100-025 |
| 4711-28-100-026 | 4711-28-201-001 | 4711-28-201-002 |
| 4711-28-201-003 | 4711-28-201-004 | 4711-28-201-005 |
| 4711-28-201-006 | 4711-28-201-007 | 4711-28-201-011 |
| 4711-28-201-012 | 4711-28-201-013 | 4711-28-201-014 |
| 4711-28-201-017 | 4711-28-201-018 | 4711-28-201-019 |
| 4711-28-201-020 | 4711-28-201-021 | 4711-28-201-022 |
| 4711-28-201-023 | 4711-28-201-026 | 4711-28-201-027 |
| 4711-28-201-028 | 4711-28-201-029 | 4711-28-201-031 |
| 4711-28-201-032 | 4711-28-201-033 | 4711-28-201-035 |
| 4711-28-201-038 | 4711-28-201-042 | 4711-28-201-044 |
| 4711-28-201-045 | 4711-28-201-046 | 4711-28-201-047 |
| 4711-28-201-050 | 4711-28-201-052 | 4711-28-201-053 |
| 4711-28-201-054 | 4711-28-201-055 | 4711-28-201-056 |
| 4711-28-201-057 | 4711-28-202-001 | 4711-28-202-005 |
| 4711-28-202-007 | 4711-28-202-016 | 4711-28-202-021 |
| 4711-28-202-025 | 4711-28-202-031 | 4711-28-202-035 |

(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 examination from the date of this notice until and including the date of the public hearing and may be examined at the hearing.

(5) The Board of Trustees of the Township has by Board Resolution decided to proceed with the Project in accordance with Act No. 188, Michigan Public Acts of 1954, as amended.

(6) Record owners and any party in interest of land have the right to object in person or to file written objections to the petition, to the improvement and to the special assessment district. Any person objecting in writing to the petition, the improvement, or the proposed special assessment district shall file the objection with the Township Clerk before the close of the Sept. 21, 2015 hearing or within such further time as the Township Board may grant. Appearance and protest at the hearing is required in order to appeal the amount of the special assessment to the state tax tribunal.

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

Dated: Sept. 8, 2015

Paulette A. Skolarus, Clerk
Genoa Charter Township

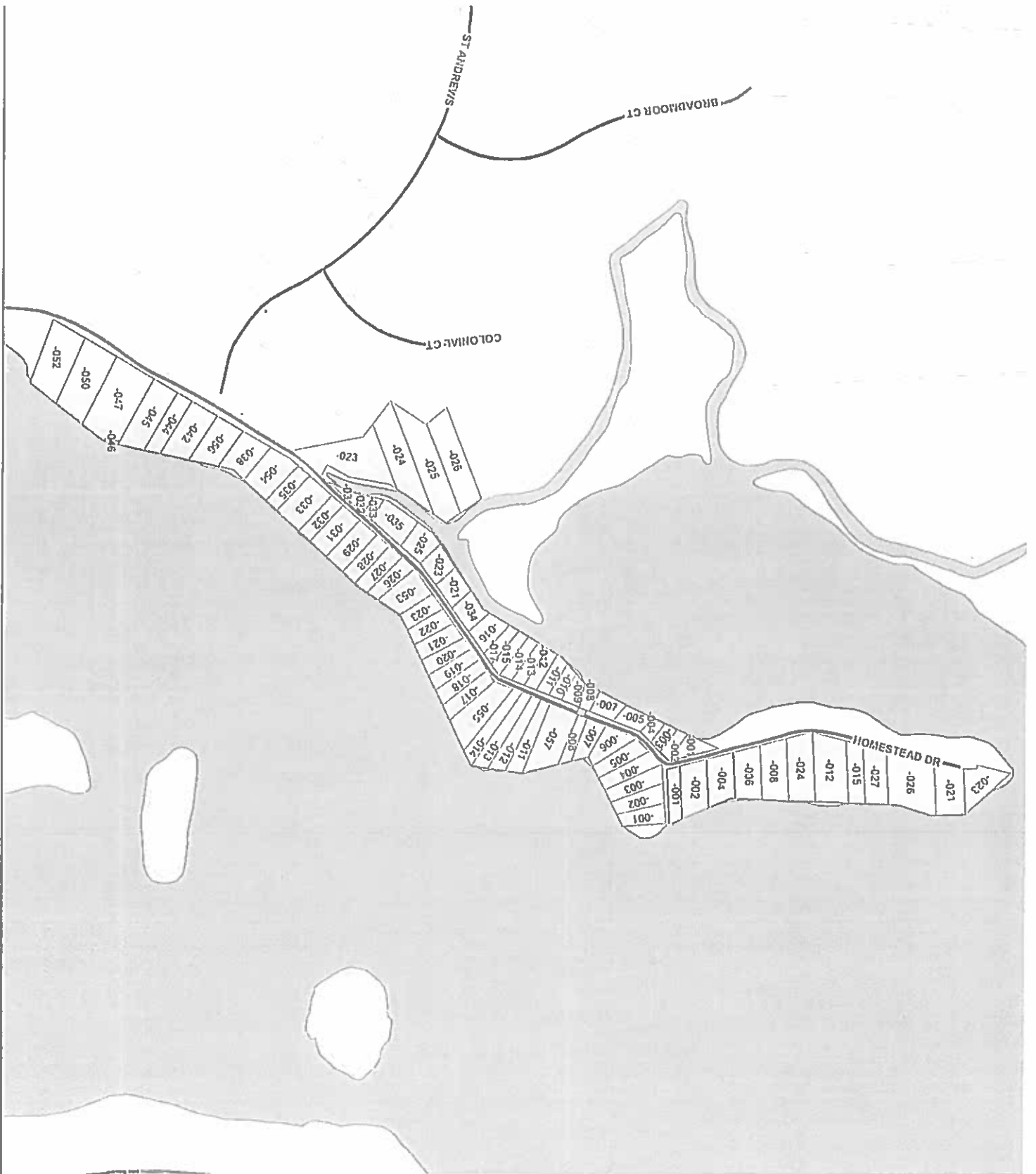


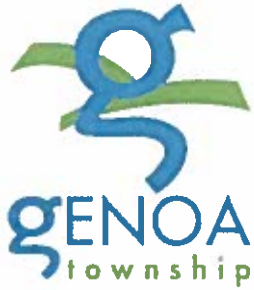
EXHIBIT C

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 Sept. 10, 2015, 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, Clerk
Genoa Charter Township



MEMORANDUM

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

TO: Honorable Board of Trustees

FROM: Kelly VanMarter, Assistant Township Manager/Community Development Director

DATE: September 3, 2015

RE: Cleary University PUD Rezoning Ordinance No. Z-15-03

MANAGERS REVIEW: _____

In consideration of the recommendations by the Township Planning Commission (8/10/15) and the Livingston County Planning Commission (anticipated 9/16/15) please find the attached proposed Ordinance Number Z-15-03 for your review. The proposed ordinance involves the rezoning of six parcels for the Cleary University campus from Office Service and Industrial (OSD/IND) to a Mixed Use Planned Unit Development (MUPUD).

As required pursuant to the Charter Township Act (Act 359 of 1947) the Board is being asked to introduce the proposed rezoning and to set a hearing for deliberation of the ordinance. Staff is requesting the official hearing in this regard be set for the Monday, September 21, 2015 regular scheduled meeting. A draft publication in regard to this hearing is also attached.

As such please consider the following action:

Moved by _____, supported by _____ to introduce the proposed ordinance and to set a public hearing before the Township Board on Monday, September 21, 2015 for the purpose of considering the proposed zoning map amendment (Z-15-03) which involves the rezoning of 6 parcels encompassing 37.98 acres of land (parcels: 11-05-301-004; 11-05-302-005 & 011; and 11-05-400-012, 024, & 062) from Office Service and Industrial (OSD/IND) to a Mixed Use Planned Unit Development (MUPUD)

SUPERVISOR

Gary T. McCririe

CLERK

Paulette A. Skolarus

TREASURER

Robin L. Hunt

MANAGER

Michael C. Archinal

TRUSTEES

H. James Mortensen

Jean W. Ledford

Todd W. Smith

Linda Powell

ORDINANCE NO. Z-15-03

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CHARTER TOWNSHIP OF GENOA BY REZONING 37.98 ACRES OF LAND INVOLVING PARCELS #11-05-301-004, 11-05-400-012, 11-05-400-024, 11-05-400-062, 11-05-302-005, AND 11-05-302-011 FROM OFFICE SERVICE DISTRICT (OSD) AND INDUSTRIAL (IND) TO A MIXED USE PLANNED UNIT DEVELOPMENT (MUPUD).

THE CHARTER TOWNSHIP OF GENOA HEREBY ORDAINS that the Zoning Map, as incorporated by reference in the Charter Township of Genoa's Zoning Ordinance, is hereby amended as follows:

Real property situated on the south side of Grand River Avenue, east of Grand Oaks Drive which is part of Section 5, T2N-R5E, Genoa Charter Township, Livingston County, Michigan, more particularly described as follows:

4711-05-301-004 (vacant Grand Oaks Drive - 2.24 acres, zoned IND):

Lot 4 of the Grand Oaks Commercial Park

4711-05-302-005 (vacant Grand Oaks Drive - 1.51 acres, zoned IND):

Lot 5 of the Amended Plat for the Grand Oaks Commercial Park

4711-05-302-011 (955 Grand Oaks Drive – 2.54 acres, zoned IND):

Lots 6 and 7 of the Amended Plat for the Grand Oaks Commercial Park

4711-05-400-012 (3768 Grand River Avenue – 0.69 acres, zoned OSD):

Commencing at the southeast corner of Section 5 thence north 583.87 feet thence north 64°04'39" west along the southerly right of way line for Grand River Avenue 1422.26 feet to the point of beginning thence south 210 feet thence north 60°51'00" west 193.36 feet northeasterly on an arc right, arc length of 56.19 feet with a radius of 230 feet and central angle of 13°59'53" and chord bears north 13°49'02" east, 56.05 feet thence north 20°49'00" east 133.33 feet to the southerly right of way line of Grand River Avenue thence south 60°41'00" east 130 feet to the point of beginning.

4711-05-400-024 (3760 Cleary Drive – 1.4 acres, zoned OSD):

Commencing at the southeast corner of Section 5 thence north 1° east 583.87 feet, thence north 64° west 1422.26 feet thence south 1° west 209.94 feet to the point of beginning, thence south 1° west 380.84 feet, thence north 60° west 194.49 feet, thence north 1° east 358.12 feet, thence north 4° east 22.18 feet, thence south 60° east 193.63 feet to the point of beginning.

4711-05-400-062 (3700, 3725, 3728, 3730, 3744, 3750, 3752 Cleary Drive – 29.60 acres, zoned OSD):

Commencing at the south quarter corner of Section 5 thence North 02°17'10" east 1094.27 feet thence south 88°40'22" east 352.37 feet thence south 01°15'00" west 200 feet thence south 88°31'00" east 243.35 feet thence north 01°27'55" east 72 feet thence south 60°51'00" east 137.35 feet thence north 29°12'13" east 522.97 feet thence south 60°48'55" east 215.44 feet thence south 20°42'05" west 133.37 feet thence southerly on an arc left with chord bearing south 11°02'04" west 77.24 feet thence south 01°22'04" west 358.87 feet thence south 60°51'00" east 193.29 feet thence south 01°32'54" west 598.48 feet thence north 89°16'17" west 1282.22 feet to the point of beginning.

Subject to and together with easements and restrictions affecting title to the above described premises.

Shall be rezoned from IND (Industrial District) and OSD (Office Service District) to MU-PUD (Mixed Use Planned Unit Development) Classification.

Severability If any provision of this Ordinance is found to be invalid, than the remaining portions of this Ordinance shall remain enforceable.

Effective Date This Ordinance shall be effective upon publication in a newspaper of general circulation as required by law.

On the motion to adopt the Ordinance the following vote was recorded:

Yeas: _____

Nays: _____

Absent: _____

I hereby approve the adoption of the foregoing Ordinance this ____ day of _____, 2015.

Paulette Skolarus
Township Clerk

Gary McCririe
Township Supervisor

Township Board First Reading: September 7, 2015
Date of Publication of Proposed Ordinance: proposed September 18, 2015
Township Board Second Reading and Public Hearing: proposed September 21, 2015
Township Board Adoption:
Date of Publication of Ordinance Adoption:
Effective Date:

**BOARD OF TRUSTEES
GENOA CHARTER TOWNSHIP,
LIVINGSTON COUNTY, MICHIGAN**

**NOTICE OF PROPOSED ZONING MAP AMENDMENT
SEPTEMBER 21, 2015**

Pursuant to Michigan Public Act 359 of 1947, (the Charter Township Act), notice is hereby given that the Genoa Charter Township Board will be considering an ordinance to amend the zoning map of the Charter Township of Genoa at 6:30 p.m. on Monday, September 21, 2015. The rezoning is from Office Service District (OSD) and Industrial (IND) to a Mixed Use Planned Unit Development (MUPUD) and is requested by Cleary University. The subject area consists of 37.98 acres of land involving parcels #11-05-301-004, 11-05-400-012, 11-05-400-024, 11-05-400-062, 11-05-302-005, and 11-05-302-011. The complete text of the proposed ordinance is available for public inspection at the Township Hall located at 2911 Dorr Road, Brighton, Michigan 48116, Monday through Friday from 9:00a.m. to 5:00p.m.


Genoa Charter Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting/hearing upon seven (7) days' notice to the Township. Individuals with disabilities requiring auxiliary aids or services should contact the Township in writing or by calling at (810) 227-5225.

Kelly VanMarter
Assistant Township Manager/Community Development Director

(Press/Argus 09-18-15)

MEMORANDUM

TO: Township Board

FROM: Michael Archinal 

DATE: 9/3/15

RE: Sidewalk Proposal

Please find attached a proposal from Concrete Construction for this year's sidewalk program. This phase will continue the path on the north side of Grand River from Sunrise Park east to Wildwood. We have used Concrete Construction in the past and are extremely happy with their work. Please note that the proposal includes a line item for asphalt driveway repair for work performed in 2014 in the area between Latson and Sunrise Park that was never billed.

The total project cost is \$111,326.54. Please note that there is an alternate for concrete driveway repair instead of asphalt for an additional \$7,985.03. All three of the properties affected by this phase granted us easements at no cost. I would like to be able to offer them a concrete approach if they so desire. The total for project cost plus concrete approach alternate is \$119,311.57. Their schedule is to do the installation the first week of October.

Please consider the following action:

Moved by _____, supported by _____, to approve a proposal from Concrete Construction for 2015 sidewalk installation dated 9/3/15 in the amount of \$119,311.57..

CONCRETE CONSTRUCTION, INC. Proposal

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

09/03/2015
Mike Archinal
Genoa Township

Good For:30 Days
PROJECT
2015 sidewalk

Mike Archinal

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

| | | QUANT. | UNIT PRICE | PRICE |
|---|----------|--------|-------------|--------------|
| Miscellaneous Items | lump sum | 1 | \$19,100.74 | \$19,100.74 |
| 1. 20' pipe with flared end section and 1 structure | | | | |
| 2. traffic control | | | | |
| 3. 2250 lin. Ft. silt fence and 6 silt bags for CB | | | | |
| 4. tree removal 2 | | | | |
| 5. Adjust 6 rims | | | | |
| Restore all disturbed areas topsoil seed and mulch | | 1 | \$15,045.45 | \$15,045.45 |
| Preparing sub grade, grubbing and exporting spoils | | 1 | \$8,381.25 | \$8,381.25 |
| 4" non reinforced s/w | SQ. FT. | 14832 | \$3.46 | \$51,246.47 |
| 1. Sand | | | | |
| 2. ADA plaques | | | | |
| 6" non reinforced s/w | SQ.YD. | 23.33 | \$52.19 | \$1,217.59 |
| Restore Gravel drives | lump sum | 1 | \$781.71 | \$781.71 |
| Curb and gutter rem.and rep | LN. FT. | 100 | \$33.13 | \$3,313.33 |
| Asphalt drives | SQ.YD. | 153 | \$80.00 | \$12,240.00 |
| Asphalt drives for 2014 completed in 2015 | | | | \$4,873.90 |
| | | | total | \$111,326.54 |
| Alternate for asphalt drives | | | | |
| 6" CONCRETE PAVING | SQ.YD. | 153 | \$52.19 | \$7,985.03 |

Ameritech box may need to be adjusted not sure of cost allow \$1500.00

**PLEASE READ SCOPE OF WORK AND ALL EXCLUSIONS TO ENSURE EVERYTHING IS INCLUDED
IF SOMETHING IS MISSED OR NOT INCLUDED PLEASE ADVISE IMMEDIATELY
ANY CONTRACT WILL HAVE TO INCLUDE THIS SCOPE**

Excluded

- Permits and or testing
- Layout for alignment or elevation
- Repairs of any unforeseen circumstance hidden under existing concrete

We propose to furnish material and labor, complete in accordance with above specifications, for the sum of... \$0.00 Dollars

Payments to be made as follow 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:



BRIGHTON AREA FIRE AUTHORITY

615 W. Grand River Ave.
Brighton, MI 48116
o: 810-229-6640 f: 810-229-1619

July 9, 2015

Michael Archinal
Township Manager
2911 Dorr Road
Brighton, MI 48116

RE: Renewal Term of Lease Agreement, Stations 34/35

Manager Archinal,

Based on the lease agreement between Genoa Charter Township and the Brighton Area Fire Authority dated the 9th December, 2010, the Fire Authority is requesting to extend the lease agreement (Station 34 and Station 35) for an additional five year period beginning October 1, 2015 (Section 3B).

The Authority will continue to agree to all terms and conditions as outlined in the lease agreement.

If you have questions or concerns please feel free to contact me at 810-229-6640 or by email at mobrian@brightonareafire.com.

Cordially,

A handwritten signature in black ink, appearing to read "MOB", is written over the typed name.

Michael O'Brian, CFO, MiFirE
Fire Chief

LEASE FOR 2755 DORR ROAD

1. PARTIES

This lease, dated this 9th day of ~~September~~ ^{December}, 2010, is made by and between GENOA CHARTER TOWNSHIP, a municipal corporation, whose address is 2911 Dorr Road, Brighton, MI 48116, (hereinafter called "Lessor"), and the BRIGHTON AREA FIRE AUTHORITY, whose address is 615 West Grand River, Brighton, MI 48114, (hereinafter called "Lessee").

WITNESSETH:

2. PREMISES

In consideration of the mutual covenants and agreements set forth herein, Lessor hereby leases to Lessee Lessee hereby leases from Lessor, certain real property situated in the Township of Genoa, County of Livingston, State of Michigan, with the address 2755 Dorr Road, Brighton, Michigan, known as Station 34 more particularly described on Exhibit A, subject to easements, restrictions of record and Genoa township ordinances, to be used as a fire station and related uses. Said real property, including the land and all easements, tenements, improvements and appurtenances therein, is herein called "the Premises."

3. TERM

A. The term of this lease shall be for five (5) years, commencing on ~~October~~ ^{January} 1, 2010 ("commencement date"), and ending on September 30, 2015, ("termination date") unless terminated sooner by either party under the terms of this lease.

B. Provided Lessee is not in default hereof, Lessee and Lessor may by agreement, extend the lease for an additional term as the parties shall so agree (the "Renewal Term"). All terms and conditions contained in this Lease shall apply during such Renewal Term. All references to "term" throughout this Agreement shall include the Initial Term and Renewal Term.

4. USE

Lessee shall not occupy or use, or permit any portion of the premises to be occupied or used, for any business or purpose other than the use as set out in Section 2. Lessee shall not create any nuisance, or commit waste.

5. RENT

Lessee's rent for the Premises shall be one dollar (\$1.00) and Lessee's portion of the maintenance of the Premises as set forth in Section 3 for the Lease Term (and the Renewal Term, if applicable). Lessee shall pay the \$1.00 rent at the beginning of the

Term and again at the beginning of the Renewal Term, if applicable, at Lessor's address as set forth above and shall pay the maintenance expenses as they become due as provided herein.

6. QUIET ENJOYMENT

Lessor hereby warrants that Lessor has the right to lease the premises to Lessee and that the individuals executing this lease are fully authorized to and legally capable of executing this lease on behalf of Lessor. Lessor covenants that Lessee shall, while Lessee is not in default of the terms of this lease, peaceably and quietly hold and enjoy the premises for the lease term, subject to easements, restrictions of record and Genoa Township ordinances, without interference or hindrance from Lessor or persons claiming by or through Lessor.

7. LESSOR'S ACCESS TO THE PREMISES

Provided that the exercise of such rights does not unreasonably interfere with Lessee's use or occupancy of the premises, Lessor shall have the right to enter the premises at reasonable times during normal business hours and upon reasonable advance notice to Lessee (except in the case of an emergency) for the purpose of making alterations, repairs or improvements to the premises, or to show the premises to prospective lessees, and for other reasonably related and lawful purposes.

8. COMPLIANCE WITH LAWS

Lessee shall, at Lessee's expense, perform, or cause to be performed, any alterations, repairs, improvements or replacements related to the use, condition or occupancy of the premises, including, but not limited to, laws relating to design, construction, energy conservation, environmental, fire, health, and safety laws.

Should Lessee fail to comply with any such laws, rules or regulations, Lessor may, at its option, make any such repairs, alterations or replacements and charge the costs incurred to Lessee as additional rent which shall become due and payable upon receipt of written notice by Lessee.

9. ALTERATIONS AND FIXTURES

Lessee and Lessor acknowledge that the Leased Premises is currently configured to accommodate the use intended by Lessee.

A. Installation by Lessee. Lessee may improve the Leased Premises as is reasonably necessary to conduct its operations in the Leased Premises, provided, however, that no such alterations or improvements shall be made unless and until Lessee submits plans and specifications for such improvements/alterations to Lessor and Lessor approves such improvements/alterations in writing at least twenty (20) days prior to the commencement of any such construction. Lessee shall be responsible for

obtaining all necessary governmental permits and approvals (including building permits and certificates of occupancy) required for such construction. For purposes of this Section, alterations and/or improvements shall include, but not be limited to, carpentry work, installation of cabinetry, counter tops, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, canopies or awnings, changes to the building exterior, mechanical, electrical or sprinkler systems or any other change in the structure or appearance of the Leased Premises. At least twenty (20) days prior to the commencement of any such Alterations, additions or improvements pursuant to this Section, Lessee shall notify Lessor so that Lessor may record and post notices of non-responsibility. Notwithstanding the foregoing, Lessee may, without Lessor's consent, make interior non-structural Alterations in and to the Leased Premises which are consistent in quality, color and decor to any plans and specifications previously approved by Lessor; provided that (a) the cost thereof does not exceed Five Thousand Dollars (\$5,000) during any lease year, and (b) electrical, plumbing and HVAC systems and the building exterior shall be deemed structural for purposes of the foregoing.

B. Removal by Lessee. All Alterations decorations, additions and improvements made by Lessee shall be deemed to have attached to the leasehold and to have become the property of Lessor upon such attachment, and upon expiration of this Lease or any renewal term thereof, Lessee shall not remove any of such alterations, decorations, additions and improvements (hereinafter collectively referred to for purposes of this Section as "Alterations"), except trade fixtures and signs installed by Lessee and personal property of Lessee installed and/or purchased by Lessee after the effective date of this Lease (hereinafter collectively referred to as "Lessee's Property"). All trade fixtures and/or personal property existing on the Premises prior to the effective date of this lease shall be deemed property of Lessor. Lessor, at the expiration of the term, may elect to require Lessee to remove all or any part of Lessee's Property and/or the Alterations made by Lessee, and, in such event, or in the event Lessee elects to remove Lessee's Property, such removal shall be done at Lessee's cost and expense, and Lessee shall, at its cost and expense, repair any damage to the Leased Premises caused by such removal, provided that Lessor may remove such Lessee's Property and/or Alterations, and Lessee shall pay to Lessor Lessor's cost of removal within ten (10) days after the receipt of a bill therefore. In the event Lessor does not so elect or Lessee vacates the Leased Premises without so removing Lessee's Property, such Lessee's Property and/or Alterations, as the case may be, shall become Lessor's property.

10. END OF TERM HOLDOVER

If Lessee remains in possession of the premises at the expiration of the term, or any renewal thereof, Lessee shall be deemed to be occupying the premises as a Lessee from month to month, at the same monthly rental that applied during the last month of the term or any renewal term. In the event of a holdover, Lessee's occupancy of the premises shall be subject to all other provisions of this lease, but only as they are applicable to a month-to-month tenancy.

11. SERVICES

During the term of this Lease, Lessee shall, at its sole cost and expense, supply or arrange for the supply of electricity, heat, water, refuse disposal, telephone, sewer service and other utilities to the Leased Premises and shall pay for the same when due. Lessor shall not be liable to Lessee in damages or otherwise (i) if any utility shall become unavailable from any public utility company, public authority or any other person or entity, (ii) if either the quantity or character of such utility is changed or is no longer suitable for Lessee's requirements, or (iii) for any interruption or failure in a utility service (including, without limitation, any heating, ventilation or air conditioning) caused by the making of any necessary repairs or improvements or by any cause beyond Lessor's reasonable control, and the same shall not constitute a termination of this Lease or an eviction of Lessee, nor shall the Rent abate to any extent whatsoever as a result thereof.

12. MAINTENANCE AND REPAIRS

A. Lessor's Obligations. Lessor shall, at its cost, maintain, repair or replace structural elements and equipment, including exterior and interior walls, roof and roofing, foundation, glass doors, heating, plumbing, (including the computerized components of mechanical, electrical and engineering systems) sidewalks, parking lots, driveways, and like structural elements and equipment.

B. Lessee's Obligations. Lessee shall maintain the premises in a clean, orderly and sanitary condition. Lessee shall, throughout the term, take good care of the premises and fixtures and appurtenances therein, and make all minor and nonstructural repairs thereto as and when needed to preserve the premises in good order and condition. Lessee shall also perform snow removal and maintain the landscaping of the Premises including but not limited to lawn mowing, weeding, mulching of landscape beds, planting of annuals and replacement of dead trees, shrubs and perennials so that the landscaping of the Premises is maintained in its condition at the time of the effective date of this lease. At the expiration or other termination of this lease, Lessee will surrender peaceable possession of the Premises in as good condition as they were at the commencement date, excepting reasonable wear and tear, and damage by fire or other casualty. Lessee shall give Lessor prompt notice of any accident or needed repairs or replacements.

Notwithstanding the above, Lessee shall contract for, in its own name, and shall pay for a qualified service contractor to inspect, adjust, clean and repair heating, ventilating and air conditioning equipment (the "HVAC system"), including changing filters on a quarterly basis (the "quarterly maintenance"). Lessee shall deliver to Lessor a copy of Lessee's current service contract from time to time during the term of this Lease. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual. Lessee shall from time to time upon Lessor's request furnish proof reasonably satisfactory to Lessor that all such

systems and equipment are being serviced in accordance with the maintenance/service contract. So long as Lessee performs its quarterly maintenance obligations of the HVAC system, Lessor shall be responsible for all maintenance and repairs to the HVAC system (other than the quarterly maintenance). If, however, Lessee does not perform its quarterly maintenance obligation as specified above, then upon such failure, all repair and maintenance for the HVAC system shall become Lessee's obligation.

13. ASSIGNMENTS AND SUBLEASES

Lessee agrees not to assign or sublet all or any part of the premises without Lessor's prior written consent, which shall not be unreasonably withheld or delayed. Any unauthorized assignment or subletting of this Lease shall be null and void.

14. INDEMNIFICATION AND HOLD HARMLESS

Lessor and Lessee shall indemnify and save each other harmless from and against any and all liabilities, claims and costs (including reasonable attorney fees, penalties and fines) for death, injury or damages to persons, or property during the term of this lease, arising from (a) any default by each in the performance of its obligations under this lease, or (b) any acts, omissions, or negligence of each party or its agents and employees. If any action or proceeding is brought against the other based upon any such claim, the party at fault shall cause such action to be defended, at its expense, by counsel reasonably satisfactory to the other party. This hold harmless and indemnity shall survive termination of this lease.

15. FORCE MAJEURE

In the event Lessor or Lessee is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lockouts, labor troubles, casualties, failure or lack of utilities, governmental laws or regulations, riots, insurrection, war, acts of God, or other causes beyond the reasonable control of Lessor or Lessee, neither party shall be liable for the delay, and the period for the performance by either party shall be extended for a period equivalent to the period of such delay. The foregoing shall be inapplicable to the payment of rent by Lessee and to the delivery of the premises by Lessor.

16. HAZARDOUS MATERIALS

Lessee warrants that neither Lessee, nor to Lessee's knowledge, has any third party used, generated, managed, treated or disposed of any regulated or environmentally hazardous substance on, under or about the premises or transported any regulated or environmentally hazardous substance to or from the premises in violation of any state or federal environmental statutes or regulations.

Lessee shall not introduce or cause to be introduced into the Leased Premises or the building located thereon any material or substance that is now or in the future

defined, listed or classified by the Environmental Protection Agency, the Occupational Safety and Health Administration or the National Institute of Safety and Health or any federal, state or local agency having jurisdiction over work place safety or environmental protection or any of their successor agencies or authorities, as a hazardous substance, hazardous waste, toxic substance, toxic waste, pollutant or contaminant (collectively "Hazardous Material"); except, such Hazardous Material as is reasonably necessary for the conduct of Lessee's operations, and in such amounts and in such manner as is in compliance with all applicable federal, state and local statutes and regulations. If, however, Lessee shall introduce or cause to be introduced any Hazardous Material into the Leased Premises or the building, Lessee shall, upon notice of such condition, immediately disclose in person or by telephone and confirm in writing the presence of the Hazardous Material to Lessor and Lessee shall have the duty to remove the Hazardous Material promptly and, any failure of Lessee to immediately remove such hazardous materials shall be a material breach of this Agreement. Lessee shall indemnify and defend Lessor for and hold Lessor harmless from any and all claims, liability, damage or injury in any way relating to or arising out of the Hazardous Material or exposure thereto. The words "claims", "liability", "damage" or "injury" shall include, but not be limited to, any and all liabilities, judgments or costs to comply with injunctive relief or any order of any court or governmental agency or authority, investigation costs, response costs, clean-up costs, remediation costs, costs to defend (including costs of appeal) any claim or proceeding in any way relating to or arising out of the Hazardous Material or exposure thereto and all costs incurred to establish Lessor's right in indemnification and to recover any sums due from Lessee. Lessee's obligation to indemnify, defend and hold Lessor harmless pursuant to this Section 16 shall survive the expiration or earlier termination of this Lease.

17. DESTRUCTION OF THE PREMISES

If during the term of this lease, the premises are destroyed or damaged in whole or in part by fire or other casualty (even if only part of the building other than the premises is damaged), Lessor shall promptly and diligently repair the premises unless the lease is terminated as hereinafter provided.

Within thirty (30) days of the date of such damage, Lessor shall notify Lessee whether or not Lessor will restore the premises, and provide Lessee with Lessor's anticipated time frame for the restoration or that the restoration cannot be completed within a four (4) month period. If the damage renders the premises untenable for Lessee's intended purposes in whole or in part, and is so extensive that Lessor cannot restore or repair the premises to pre-casualty condition within a period of four (4) months from the date of such fire or other casualty, either party shall have the right to terminate this lease by notice to the other party. In the event the damage, in Lessor's reasonable opinion, can be restored to pre-casualty condition within a period of four (4) months from the date of such fire or other casualty, Lessor shall undertake to restore the premises and the building in a prompt and diligent manner.

18. EMINENT DOMAIN

If any part of the premises shall be taken or condemned by eminent domain or sale in anticipation thereof and renders the premises unsuitable for the business of Lessee, the term of this lease shall cease and terminate as of the date title to the premises vests in the condemning authority. All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the premises, shall be the property of the Lessor, whether awarded compensation for diminution in the value of the leasehold or to the fee of the premises or otherwise, and Lessee hereby assigns to Lessor all of the Lessee's right, title and interest in and to any and all such compensation; provided, however, that Lessor shall not be entitled to any award properly belonging to Lessee, including, but not limited to, the taking of Lessee's trade fixtures, furniture or for an award for moving expenses.

19. DEFAULT

Lessor:

If Lessor defaults in the performance of any term, covenant, or condition required to be performed under this lease, Lessee may elect either one of the following:

(a) After not less than thirty (30) days written notice (or such lesser notice as is reasonable in the event of emergency repairs) to Lessor, Lessee may remedy such default by any necessary action, and in connection with such remedy may pay expenses and employ counsel and all sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee on demand; or

(b) Elect to terminate this lease on giving at least forty-five (45) days notice to Lessor, thereby terminating this lease on the date designated in such notice, unless Lessor shall have cured such default prior to expiration of the forty-five (45) day period.

Lessee:

Upon the nonpayment of the whole or any portion of rent at the time same becomes due and payable, Lessor may declare this lease at an end and recover possession of the premises as if the same were held by forcible detainer, and Lessee does hereby waive notice of such election, or of any demand for the possession of the premises.

If suit is brought to recover possession of the Premises, to recover any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant to be performed by Lessee, and a breach is established, then Lessee shall pay to Lessor all expenses incurred in the action, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

20. SIGNS

Lessee will be allowed to maintain the sign or letters on the outside of the building that are present at the time of the effective date of this lease. Lessee may add additional or different signs with Lessor approval.

21. RULES AND REGULATIONS

Lessor shall have the right from time to time to prescribe reasonable rules and regulations for Lessee's use of the premises and common areas upon written advance notice to Lessee, and Lessee shall observe and comply with such rules, if any, provided, however, that any such rules and regulations are consistent with the terms and provisions of this lease.

22. NO JOINT VENTURE

Nothing contained herein nor the acts of the parties shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or similar relationship or arrangement, it being understood that the relationship between the parties is solely that of Lessor and Lessee.

23. INSURANCE AND WAIVER OF SUBROGATION

A. Lessee's Insurance. Lessee shall, at its sole cost and expense, during the entire term hereof, keep in full force and effect: (i) a policy of commercial general liability and property damage insurance with respect to the Leased Premises, and the operations of Lessee, in which the limits of commercial general liability shall be not less than One Million Dollars (\$1,000,000.00) per occurrence, and in which the limit of property damage liability shall be not less than One Million Dollars (\$1,000,000.00); and (ii) workers' compensation coverage as required by law. From time to time during the term of this Lease, if the limits of such insurance became inadequate due to changes in the cost of living or the size or number of claims being experienced, Lessor and Lessee shall negotiate in good faith for new limits based on industry practice for comparable properties. The policy shall name Lessor, Lessor's lender and Lessee as additional insureds.

B. Property Insurance.

(i) Lessor agrees, during the term hereof, to carry insurance against fire, vandalism, malicious mischief and such other perils as are from time to time included in a standard extended coverage endorsement and, at Lessor's option, special extended coverage endorsements insuring the improvements to the Leased Premises in an amount reasonably determined by Lessor.

(ii) Lessee agrees to carry, at its expense, insurance against fire, vandalism, windstorm, explosion, smoke damage, malicious mischief, and such other perils as are from time to time included in a standard extended coverage endorsement, insuring Lessee's trade fixtures, furnishings, equipment and all

other items of personal property of Tenant located on or within the Leased Premises, in an amount equal to not less than the actual replacement cost thereof and to furnish Landlord with a certificate evidencing such coverage.

C. Policy Requirements. The company or companies writing any insurance which Lessee is required to take out and maintain or cause to be taken out or maintained pursuant to this Lease, as well as the form of such insurance shall at all times be subject to Lessor's approval and any such company or companies shall be licensed to do business in the State of Michigan. Each policy evidencing such insurance shall name Lessor as an additional insured and shall also contain a provision by which the insurer agrees that this policy shall not be cancelled except after thirty (30) days' written notice to Lessor. A copy of each paid up policy evidencing such insurance or a certificate of insurance certifying to the issuance of such policy shall be delivered to Lessor prior to commencement of this Lease and upon renewals not less than thirty (30) days prior to the expiration of such coverage.

24. SUCCESSORS AND ASSIGNS

Each of the provisions of this lease shall extend to and shall, as the case may require, bind or inure to the benefit of Lessor and Lessee, and their respective affiliates, legal representatives, successors and assigns.

25. HEADINGS

The titles and headings of this lease are for convenience of reference only and shall not in any way be deemed a part of this lease for the purpose of construing or interpreting the meaning thereof, or for any other purpose.

26. GOVERNING LAW

This lease shall be governed by and construed in accordance with the laws of the State of Michigan.

27. ENTIRE AGREEMENT

This lease contains the entire agreement and understanding between Lessor and Lessee relating to the leasing of the premises and obligations of Lessors and Lessee. This lease supersedes any and all prior or contemporaneous agreements and understandings between Lessor and Lessee, and shall not be modified or amended unless both Lessor and Lessee agree in writing.

28. NOTICES

All notices which are required to be given pursuant to this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, sent by overnight express or similarly recognized overnight delivery with receipt acknowledged or by

facsimile, with a copy thereof sent by first class mail, postage prepaid, or one of the other means. Notices shall be deemed to have been given at the time delivered and shall be addressed as follows or to such other address as a party may designate by proper notice hereunder:

Lessor:

Genoa Charter Township
2911 Dorr Road
Brighton, MI 48116
Attn: Supervisor

With a copy to:

Frank J. Mancuso, Jr., Esq.
Mancuso & Cameron, P.C.
317 W. Main Street
Brighton, MI 48116

Lessee:

Brighton Area Fire Authority
615 West Grand River
Brighton, MI 48114
Attn: Chief

With a copy to:

Neal Nielson, Esq.
Neal Nielson & Associates
2000 Grand River Annex
Suite 200
Brighton, MI 48114-3800

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written pursuant to authority granted by their respective Board of Trustees.

LESSOR: Genoa Charter Township

LESSEE: Brighton Area Fire Authority

By: [Signature]

By: [Signature]

Title: Manager

Title: FIRE CHIEF

Date: 12/7/10

Date: 12-9-10

EXHIBIT A
Legal Description

Section 14 T2N R5E beginning SW corner, then North 02 degrees West 1,327.31 feet then North 87 degrees East 50 feet then North 02 degrees West 400 feet then North 87 degrees East 15 feet then North 02 degrees West 315.66 feet then SE'LY along the South row I-96 to the West 1/8th line then South 02 degrees East 1,031 feet then South 87 degrees West 582.39 feet then North 02 degrees West 208.71 feet then South 87 degrees West 208.71 feet then South 02 degrees East 208.71 feet then South 87 degrees West 538.28 feet to point of beginning. Cont. 45.73 AC M/L split 5/94 from 006 & 010.

Tax ID #4711-14-300-022

Commonly known as 2755 Dorr Road, Brighton, MI 48116

LEASE OF 1315 CHILSON ROAD

1. PARTIES

This lease, dated this 9th day of ~~September~~ ^{December}, 2010, is made by and between GENOA CHARTER TOWNSHIP, a municipal corporation, whose address is 2911 Dorr Road, Brighton, MI 48116, (hereinafter called "Lessor"), and the BRIGHTON AREA FIRE AUTHORITY, whose address is 615 West Grand River, Brighton, MI 48114, (hereinafter called "Lessee").

WITNESSETH:

2. PREMISES

In consideration of the mutual covenants and agreements set forth herein, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor certain real property situated in the Township of Genoa, County of Livingston, State of Michigan, with the address 1315 Chilson Road, Howell, MI known as Station 35 more particularly described on Exhibit A, subject to easements, restrictions of record and Genoa township ordinances, to be used as a fire station and related uses. Said real property, including the land and all easements, tenements, improvements and appurtenances therein, is herein called "the Premises."

3. TERM

A. The term of this lease shall be for five (5) years, commencing on ~~October~~ ^{January} 1, 2010 ("commencement date"), and ending on September 30, 2015, ("termination date") unless terminated sooner by either party under the terms of this lease.

B. Provided Lessee is not in default hereof, Lessee and Lessor may by agreement, extend the lease for an additional term as the parties shall so agree (the "Renewal Term"). All terms and conditions contained in this Lease shall apply during any such Renewal Term. All references to "term" throughout this Agreement shall include the Initial Term and Renewal Term, if any.

4. USE

Lessee shall not occupy or use, or permit any portion of the premises to be occupied or used, for any business or purpose other than the use as set out in Section 2. Lessee shall not create any nuisance, or commit waste.

5. RENT

Lessee's rent for the Premises shall be one dollar (\$1.00) and Lessee's portion of the maintenance of the Premises as set forth in Section 3 for the Lease Term (and the Renewal Term, if applicable). Lessee shall pay the \$1.00 rent at the beginning of the

Term and again at the beginning of the Renewal Term, if applicable, at Lessor's address as set forth above and shall pay the maintenance expenses as they become due as provided herein.

6. QUIET ENJOYMENT

Lessor hereby warrants that Lessor has the right to lease the premises to Lessee and that the individuals executing this lease are fully authorized to and legally capable of executing this lease on behalf of Lessor. Lessor covenants that Lessee shall, while Lessee is not in default of the terms of this lease, peaceably and quietly hold and enjoy the premises for the lease term, subject to easements, restrictions of record and Genoa Township ordinances, without interference or hindrance from Lessor or persons claiming by or through Lessor.

7. LESSOR'S ACCESS TO THE PREMISES

Provided that the exercise of such rights does not unreasonably interfere with Lessee's use or occupancy of the premises, Lessor shall have the right to enter the premises at reasonable times during normal business hours and upon reasonable advance notice to Lessee (except in the case of an emergency) for the purpose of making alterations, repairs or improvements to the premises, or to show the premises to prospective lessees, and for other reasonably related and lawful purposes.

8. COMPLIANCE WITH LAWS

Lessee shall, at Lessee's expense, perform, or cause to be performed, any alterations, repairs, improvements or replacements related to the use, condition or occupancy of the premises, including, but not limited to, laws relating to design, construction, energy conservation, environmental, fire, health, and safety laws.

Should Lessee fail to comply with any such laws, rules or regulations, Lessor may, at its option, make any such repairs, alterations or replacements and then charge the costs incurred to Lessee as additional rent which shall become due and payable upon receipt of written notice by Lessee.

9. ALTERATIONS AND FIXTURES

Lessee and Lessor acknowledge that the Leased Premises is currently configured to accommodate the use intended by Lessee.

A. Installation by Lessee. Lessee may improve the Leased Premises as is reasonably necessary to conduct its operations in the Leased Premises, provided, however, that no such alterations or improvements shall be made unless and until Lessee submits plans and specifications for such improvements/alterations to Lessor and Lessor approves such improvements/alterations in writing at least twenty (20) days prior to the commencement of any such construction. Lessee shall be responsible for

obtaining all necessary governmental permits and approvals (including building permits and certificates of occupancy) required for such construction. For purposes of this Section, alterations and/or improvements shall include, but not be limited to, carpentry work, installation of cabinetry, counter tops, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, canopies or awnings, changes to the building exterior, mechanical, electrical or sprinkler systems or any other change in the structure or appearance of the Leased Premises. At least twenty (20) days prior to the commencement of any such Alterations, additions or improvements pursuant to this Section, Lessee shall notify Lessor so that Lessor may record and post notices of non-responsibility. Notwithstanding the foregoing, Lessee may, without Lessor's consent, make interior non-structural Alterations in and to the Leased Premises which are consistent in quality, color and decor to any plans and specifications previously approved by Lessor; provided that (a) the cost thereof does not exceed Five Thousand Dollars (\$5,000) during any lease year, and (b) electrical, plumbing and HVAC systems and the building exterior shall be deemed structural for purposes of the foregoing.

B. Removal by Lessee. All Alterations decorations, additions and improvements made by Lessee shall be deemed to have attached to the leasehold and to have become the property of Lessor upon such attachment, and upon expiration of this Lease or any renewal term thereof, Lessee shall not remove any of such alterations, decorations, additions and improvements (hereinafter collectively referred to for purposes of this Section as "Alterations"), except trade fixtures and signs installed by Lessee and personal property of Lessee installed and/or purchased by Lessee after the effective date of this Lease (hereinafter collectively referred to as "Lessee's Property"). All trade fixtures and/or personal property existing on the Premises prior to the effective date of this lease shall be deemed property of Lessor. Lessor, at the expiration of the term, may elect to require Lessee to remove all or any part of Lessee's Property and/or the Alterations made by Lessee, and, in such event, or in the event Lessee elects to remove Lessee's Property, such removal shall be done at Lessee's cost and expense, and Lessee shall, at its cost and expense, repair any damage to the Leased Premises caused by such removal, provided that Lessor may remove such Lessee's Property and/or Alterations, and Lessee shall pay to Lessor Lessor's cost of removal within ten (10) days after the receipt of a bill therefore. In the event Lessor does not so elect or Lessee vacates the Leased Premises without so removing Lessee's Property, such Lessee's Property and/or Alterations, as the case may be, shall become Lessor's property.

10. END OF TERM HOLDOVER

If Lessee remains in possession of the premises at the expiration of the term, or any renewal thereof, Lessee shall be deemed to be occupying the premises as a Lessee from month to month, at the same monthly rental that applied during the last month of the term or any renewal term. In the event of a holdover, Lessee's occupancy of the premises shall be subject to all other provisions of this lease, but only as they are applicable to a month-to-month tenancy.

11. SERVICES

During the term of this Lease, Lessee shall, at its sole cost and expense, supply or arrange for the supply of electricity, heat, water, refuse disposal, telephone, sewer service and other utilities to the Leased Premises and shall pay for the same when due. Lessor shall not be liable to Lessee in damages or otherwise (i) if any utility shall become unavailable from any public utility company, public authority or any other person or entity, (ii) if either the quantity or character of such utility is changed or is no longer suitable for Lessee's requirements, or (iii) for any interruption or failure in a utility service (including, without limitation, any heating, ventilation or air conditioning) caused by the making of any necessary repairs or improvements or by any cause beyond Lessor's reasonable control, and the same shall not constitute a termination of this Lease or an eviction of Lessee, nor shall the Rent abate to any extent whatsoever as a result thereof.

12. MAINTENANCE AND REPAIRS

A. Lessor's Obligations. Lessor shall, at its cost, maintain, repair or replace structural elements and equipment, including exterior and interior walls, roof and roofing, foundation, glass doors, heating, plumbing, (including the computerized components of mechanical, electrical and engineering systems) sidewalks, parking lots, driveways, and like structural elements and equipment.

B. Lessee's Obligations. Lessee shall maintain the premises in a clean, orderly and sanitary condition. Lessee shall, throughout the term, take good care of the premises and fixtures and appurtenances therein, and make all minor and nonstructural repairs thereto as and when needed to preserve the premises in good order and condition. Lessee shall also perform snow removal and maintain the landscaping of the Premises including but not limited to lawn mowing, weeding, mulching of landscape beds, planting of annuals and replacement of dead trees, shrubs and perennials so that the landscaping of the Premises is maintained in its condition at the time of the effective date of this lease. At the expiration or other termination of this lease, Lessee will surrender peaceable possession of the Premises in as good condition as they were at the commencement date, excepting reasonable wear and tear, and damage by fire or other casualty. Lessee shall give Lessor prompt notice of any accident or needed repairs or replacements.

Notwithstanding the above, Lessee shall contract for, in its own name, and shall pay for a qualified service contractor to inspect, adjust, clean and repair heating, ventilating and air conditioning equipment (the "HVAC system"), including changing filters on a quarterly basis (the "quarterly maintenance"). Lessee shall deliver to Lessor a copy of Lessee's current service contract from time to time during the term of this Lease. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual. Lessee shall from time to time upon Lessor's request furnish proof reasonably satisfactory to Lessor that all such

systems and equipment are being serviced in accordance with the maintenance/service contract. So long as Lessee performs its quarterly maintenance obligations of the HVAC system, Lessor shall be responsible for all maintenance and repairs to the HVAC system (other than the quarterly maintenance). If, however, Lessee does not perform its quarterly maintenance obligation as specified above, then upon such failure, all repair and maintenance for the HVAC system shall become Lessee's obligation.

13. ASSIGNMENTS AND SUBLEASES

Lessee agrees not to assign or sublet all or any part of the premises without Lessor's prior written consent, which shall not be unreasonably withheld or delayed. Any unauthorized assignment or subletting of this Lease shall be null and void.

14. INDEMNIFICATION AND HOLD HARMLESS

Lessor and Lessee shall indemnify and save each other harmless from and against any and all liabilities, claims and costs (including reasonable attorney fees, penalties and fines) for death, injury or damages to persons, or property during the term of this lease, arising from (a) any default by each in the performance of its obligations under this lease, or (b) any acts, omissions, or negligence of each party or its agents and employees. If any action or proceeding is brought against the other based upon any such claim, the party at fault shall cause such action to be defended, at its expense, by counsel reasonably satisfactory to the other party. This hold harmless and indemnity shall survive termination of this lease.

15. FORCE MAJEURE

In the event Lessor or Lessee is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lockouts, labor troubles, casualties, failure or lack of utilities, governmental laws or regulations, riots, insurrection, war, acts of God, or other causes beyond the reasonable control of Lessor or Lessee, neither party shall be liable for the delay, and the period for the performance by either party shall be extended for a period equivalent to the period of such delay. The foregoing shall be inapplicable to the payment of rent by Lessee and to the delivery of the premises by Lessor.

16. HAZARDOUS MATERIALS

Lessee warrants that neither Lessee, nor to Lessee's knowledge, has any third party used, generated, managed, treated or disposed of any regulated or environmentally hazardous substance on, under or about the premises or transported any regulated or environmentally hazardous substance to or from the premises in violation of any state or federal environmental statutes or regulations.

Lessee shall not introduce or cause to be introduced into the Leased Premises or the building located thereon any material or substance that is now or in the future

defined, listed or classified by the Environmental Protection Agency, the Occupational Safety and Health Administration or the National Institute of Safety and Health or any federal, state or local agency having jurisdiction over work place safety or environmental protection or any of their successor agencies or authorities, as a hazardous substance, hazardous waste, toxic substance, toxic waste, pollutant or contaminant (collectively "Hazardous Material"); except, such Hazardous Material as is reasonably necessary for the conduct of Lessee's operations, and in such amounts and in such manner as is in compliance with all applicable federal, state and local statutes and regulations. If, however, Lessee shall introduce or cause to be introduced any Hazardous Material into the Leased Premises or the building, Lessee shall, upon notice of such condition, immediately disclose in person or by telephone and confirm in writing the presence of the Hazardous Material to Lessor and Lessee shall have the duty to remove the Hazardous Material promptly and, any failure of Lessee to immediately remove such hazardous materials shall be a material breach of this Agreement. Lessee shall indemnify and defend Lessor for and hold Lessor harmless from any and all claims, liability, damage or injury in any way relating to or arising out of the Hazardous Material or exposure thereto. The words "claims", "liability", "damage" or "injury" shall include, but not be limited to, any and all liabilities, judgments or costs to comply with injunctive relief or any order of any court or governmental agency or authority, investigation costs, response costs, clean-up costs, remediation costs, costs to defend (including costs of appeal) any claim or proceeding in any way relating to or arising out of the Hazardous Material or exposure thereto and all costs incurred to establish Lessor's right in indemnification and to recover any sums due from Lessee. Lessee's obligation to indemnify, defend and hold Lessor harmless pursuant to this Section 16 shall survive the expiration or earlier termination of this Lease.

17. DESTRUCTION OF THE PREMISES

If during the term of this lease, the premises are destroyed or damaged in whole or in part by fire or other casualty (even if only part of the building other than the premises is damaged), Lessor shall promptly and diligently repair the premises unless the lease is terminated as hereinafter provided.

Within thirty (30) days of the date of such damage, Lessor shall notify Lessee whether or not Lessor will restore the premises, and provide Lessee with Lessor's anticipated time frame for the restoration or that the restoration cannot be completed within a four (4) month period. If the damage renders the premises untenable for Lessee's intended purposes in whole or in part, and is so extensive that Lessor cannot restore or repair the premises to pre-casualty condition within a period of four (4) months from the date of such fire or other casualty, either party shall have the right to terminate this lease by notice to the other party. In the event the damage, in Lessor's reasonable opinion, can be restored to pre-casualty condition within a period of four (4) months from the date of such fire or other casualty, Lessor shall undertake to restore the premises and the building in a prompt and diligent manner.

18. EMINENT DOMAIN

If any part of the premises shall be taken or condemned by eminent domain or sale in anticipation thereof and renders the premises unsuitable for the business of Lessee, the term of this lease shall cease and terminate as of the date title to the premises vests in the condemning authority. All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the premises, shall be the property of the Lessor, whether awarded compensation for diminution in the value of the leasehold or to the fee of the premises or otherwise, and Lessee hereby assigns to Lessor all of the Lessee's right, title and interest in and to any and all such compensation; provided, however, that Lessor shall not be entitled to any award properly belonging to Lessee, including, but not limited to, the taking of Lessee's trade fixtures, furniture or for an award for moving expenses.

19. DEFAULT

Lessor:

If Lessor defaults in the performance of any term, covenant, or condition required to be performed under this lease, Lessee may elect either one of the following:

(a) After not less than thirty (30) days written notice (or such lesser notice as is reasonable in the event of emergency repairs) to Lessor, Lessee may remedy such default by any necessary action, and in connection with such remedy may pay expenses and employ counsel and all sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee on demand; or

(b) Elect to terminate this lease on giving at least forty-five (45) days notice to Lessor, thereby terminating this lease on the date designated in such notice, unless Lessor shall have cured such default prior to expiration of the forty-five (45) day period.

Lessee:

Upon the nonpayment of the whole or any portion of rent at the time same becomes due and payable, Lessor may declare this lease at an end and recover possession of the premises as if the same were held by forcible detainer, and Lessee does hereby waive notice of such election, or of any demand for the possession of the premises.

If suit is brought to recover possession of the Premises, to recover any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant to be performed by Lessee, and a breach is established, then Lessee shall pay to Lessor all expenses incurred in the action, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

20. SIGNS

Lessee will be allowed to maintain the sign or letters on the outside of the building that are present at the time of the effective date of this lease. Lessee may add additional or different signs with Lessor approval.

21. RULES AND REGULATIONS

Lessor shall have the right from time to time to prescribe reasonable rules and regulations for Lessee's use of the premises and common areas upon written advance notice to Lessee, and Lessee shall observe and comply with such rules, if any, provided, however, that any such rules and regulations are consistent with the terms and provisions of this lease.

22. NO JOINT VENTURE

Nothing contained herein nor the acts of the parties shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or similar relationship or arrangement, it being understood that the relationship between the parties is solely that of Lessor and Lessee.

23. INSURANCE AND WAIVER OF SUBROGATION

A. Lessee's Insurance. Lessee shall, at its sole cost and expense, during the entire term hereof, keep in full force and effect: (i) a policy of commercial general liability and property damage insurance with respect to the Leased Premises, and the operations of Lessee, in which the limits of commercial general liability shall be not less than One Million Dollars (\$1,000,000.00) per occurrence, and in which the limit of property damage liability shall be not less than One Million Dollars (\$1,000,000.00); and (ii) workers' compensation coverage as required by law. From time to time during the term of this Lease, if the limits of such insurance became inadequate due to changes in the cost of living or the size or number of claims being experienced, Lessor and Lessee shall negotiate in good faith for new limits based on industry practice for comparable properties. The policy shall name Lessor, Lessor's lender and Lessee as additional insureds.

B. Property Insurance.

(i) Lessor agrees, during the term hereof, to carry insurance against fire, vandalism, malicious mischief and such other perils as are from time to time included in a standard extended coverage endorsement and, at Lessor's option, special extended coverage endorsements insuring the improvements to the Leased Premises in an amount reasonably determined by Lessor.

(ii) Lessee agrees to carry, at its expense, insurance against fire, vandalism, windstorm, explosion, smoke damage, malicious mischief, and such other perils as are from time to time included in a standard extended coverage endorsement, insuring Lessee's trade fixtures, furnishings, equipment and all

other items of personal property of Tenant located on or within the Leased Premises, in an amount equal to not less than the actual replacement cost thereof and to furnish Landlord with a certificate evidencing such coverage.

C. Policy Requirements. The company or companies writing any insurance which Lessee is required to take out and maintain or cause to be taken out or maintained pursuant to this Lease, as well as the form of such insurance shall at all times be subject to Lessor's approval and any such company or companies shall be licensed to do business in the State of Michigan. Each policy evidencing such insurance shall name Lessor as an additional insured and shall also contain a provision by which the insurer agrees that this policy shall not be cancelled except after thirty (30) days' written notice to Lessor. A copy of each paid up policy evidencing such insurance or a certificate of insurance certifying to the issuance of such policy shall be delivered to Lessor prior to commencement of this Lease and upon renewals not less than thirty (30) days prior to the expiration of such coverage.

24. SUCCESSORS AND ASSIGNS

Each of the provisions of this lease shall extend to and shall, as the case may require, bind or inure to the benefit of Lessor and Lessee, and their respective affiliates, legal representatives, successors and assigns.

25. HEADINGS

The titles and headings of this lease are for convenience of reference only and shall not in any way be deemed a part of this lease for the purpose of construing or interpreting the meaning thereof, or for any other purpose.

26. GOVERNING LAW

This lease shall be governed by and construed in accordance with the laws of the State of Michigan.

27. ENTIRE AGREEMENT

This lease contains the entire agreement and understanding between Lessor and Lessee relating to the leasing of the premises and obligations of Lessors and Lessee. This lease supersedes any and all prior or contemporaneous agreements and understandings between Lessor and Lessee, and shall not be modified or amended unless both Lessor and Lessee agree in writing.

28. NOTICES

All notices which are required to be given pursuant to this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, sent by overnight express or similarly recognized overnight delivery with receipt acknowledged or by

facsimile, with a copy thereof sent by first class mail, postage prepaid, or one of the other means. Notices shall be deemed to have been given at the time delivered and shall be addressed as follows or to such other address as a party may designate by proper notice hereunder:

Lessor:

Genoa Charter Township
2911 Dorr Road
Brighton, MI 48116
Attn: Supervisor

With a copy to:

Frank J. Mancuso, Jr., Esq.
Mancuso & Cameron, P.C.
317 W. Main Street
Brighton, MI 48116

Lessee:

Brighton Area Fire Authority
615 West Grand River
Brighton, MI 48114
Attn: Chief

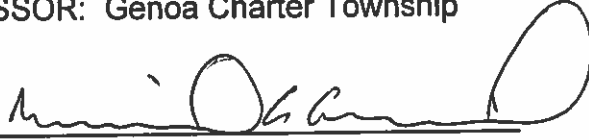
With a copy to:


Neal Nielson, Esq.
Neal Nielson & Associates
2000 Grand River Annex
Suite 200
Brighton, MI 48114-3800

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written pursuant to authority granted by their respective Board of Trustees.

LESSOR: Genoa Charter Township

LESSEE: Brighton Area Fire Authority

By: 

By: 

Title: Manager

Title: FIRE CHIEF

Date: 12/7/10

Date: 12-9-10

EXHIBIT A
Legal Description

Section 7 T2N R5E beginning South 88 degrees 52 minutes 52 seconds West 547.82 feet from East ¼ corner then North 18 degrees, 05 minutes 18 seconds West 809.84 feet to point of beginning then North 18 degrees 05 minutes 18 seconds West 114.45 feet then North 71 degrees 54 minutes 42 seconds East 70 feet then North 18 degrees 05 minutes 18 seconds West 366.96 feet then North 63 degrees 43 minutes 08 seconds East 45 feet then South 60 degrees 17 minutes 34 seconds East 334.83 feet then South 29 degrees 42 minutes 26 seconds West 200 feet then South 60 degrees 17 minutes 34 seconds East 142.34 feet then South 71 degrees 54 minutes 42 seconds West 286.94 feet to point of beginning cont. 2.09 AC split on 08/15/2007 from 4711-07-200-043.

Tax ID #4711-07-200-046

Commonly known as 1315 Chilson Road, Howell, MI 48843

Michigan Association of Planning (MAP)
Annual Conference
October 7-9, 2015
Renaissance Center, Detroit, Michigan

Following is a proposal for consideration of expenses relating to the 2015 Annual Conference:

| | | |
|---------------|------------------------------|---------------------------------------|
| 1. | Conference fees | \$350-\$450 |
| 2. | Room (2 nights/includes tax) | \$279.04 |
| 3. | Roundtrip Mileage | \$57.04 (0.575 per mile x 99.2 miles) |
| 4. | Food | \$150.00 (\$50 per day x 3 days) |
| TOTAL: | | \$885.68 - \$985.68 |

Participants as of 9/3/15

Todd Smith
Gary McCririe
Linda Rowell
Paulette Skolarus
Doug Brown (PC)
Diana Lowe (PC)
Doug Brown (PC)
Kelly VanMarter
Amy Ruthig



August 24, 2015

PRINCIPALS
 George E. Hubbell
 Thomas E. Biehl
 Walter H. Alix
 Keith D. McCormack
 Nancy M. D. Faught
 Daniel W. Mitchell
 Jesse B. VanDeCreek
 Roland N. Alix
 Michael C. MacDonald
 James F. Burton

SENIOR ASSOCIATES
 Gary J. Tressel
 Kenneth A. Melchior
 Randal L. Ford
 William R. Davis
 Dennis J. Benoit
 Robert F. DeFrain
 Thomas D. LaCross
 Albert P. Mickalich
 Timothy H. Sullivan

ASSOCIATES
 Jonathan E. Booth
 Marvin A. Olane
 Marshall J. Grazioli
 Donna M. Martin
 Charles E. Hart
 Colleen L. Hill-Stramsak
 Bradley W. Shepler
 Karyn M. Stickle
 Jane M. Graham

HUBBELL, ROTH & CLARK, INC.
 OFFICE: 105 W. Grand River
 Howell, MI 48843
 PHONE: 517.552.9199
 FAX: 517.552.6099
 WEBSITE: www.hrc-engr.com
 EMAIL: info@hrc-engr.com

Highway Maintenance & Construction
 12101 Wahrman
 Romulus, MI 48174

Attn: Mr. Jeff Demek, President

Re: Contract Books
2015 Paving Improvements
Genoa Charter Township

HRC Job No. 20150455.29

Dear Mr. Demek:

Genoa Township has awarded Highway Maintenance & Construction the above project. To that end, we have prepared contract books that require your execution. Please review the enclosed contract books to ensure that they are in order and complete the following items:

- Execute the Contract in Section 500.
- Execute the performance bond, the labor & material bond and the maintenance & guarantee bond in Section 610, 620 & 630, respectively.
- Provide insurance meeting the specifications outlined in Section 800. This shall include an Owners and Contractors Protective naming the City of Wixom as the policy holder with Hubbell, Roth & Clark, Inc. their consultants, agents and employees as additional insured.

Please return the contract books back to our office as soon as possible and contact the undersigned to schedule a preconstruction meeting.

If you have any questions or require any additional information, please contact the undersigned at 248-454-6340.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Jonathan Booth, P.E.

JB/jb

Attachment

pc: Genoa: M. Archinal
HRC; N. Faugh, M. Darga, file

Members Present: Black, Cafmeyer, Lewis, Oemke, Sargent, Thompson

Members Absent: DeRosier

Staff Present: Director Marlow, Barb Rentola, Janice Yaklin

I. President Lewis called the meeting to order at 7:00 p.m. in the Meeting Room of the Cromaine Library Crossroads Branch.

II. **Approval of agenda**

Agenda Approval

Moved to approve by Member Oemke seconded by Member Black.
Passed unanimously.

III. **Approval of Consent Calendar**

Consent Calendar
Approval

Member Cafmeyer moved to approve the consent calendar, seconded by Member Oemke Passed unanimously.

- A. Approval of 5/21/15 regular meeting minutes & 7/2/15 work session minutes.
- B. Acknowledge receipt of the June Financial Report and payment of June invoices totaling \$47,797.62 and payroll obligations totaling \$60,862.66.
- C. Director's Report
- D. Committee Reports
 - Community Relations No meeting
 - Personnel No meeting
 - Planning July 14
 - Finance July 17 (minutes distributed at July 23 mtg)

IV. **Call to the Public:**

Call to the Public

Janice Yaklin told the Board that she would like to make a clarification on the July 2 Board work session public comments she made. She was frightened at the time of the ceiling leak on the first floor; she is not frightened to work there. After talking with Building Manager, Scott Wren, she realized that her concern was not valid. She also wants to encourage the Board to move forward and to pursue Option B. "Thank you for all the work you have done. I appreciate all the thoughtful work to date and that you are keeping open the option of finding property for possible relocation in the future."

V. **Director's Report Update – The Director shared the following verbally:**

Director's Update

Volunteers have given over 550 total hours in the last month. 337.25 of those were by teens, of which 282.75 were for Harry Potter Camps alone! And another 25 hours for Abed Orthodontics Boys Club. Adults gave 214 hours, of which 35.5 were at the summer music concerts.

The decisions made at the June board meeting were all related to the budget—approving the proposed budgets, which have now been posted on the web site—and amending the current fiscal year (2014-2015) budgets. These latter budgets

are not changed on the web site, nor are the amendments shown on the financial reports you have in your packet for the July board meeting. Changing the budget in the accounting software is not worth the work required for one month's reports. The three budgets with amended budgets for the conclusion of the year are distributed tonight and clearly marked as Amended June 18, 2015. There were no decisions made at the July 2 board work session.

The Livingston County Directors and Trustees Dinner Meeting is planned for Wednesday, October 21 at Howell Carnegie District Library in their "renewed" meeting room. The topic is "What It Means to be a Library Board Trustee." The speaker may be Clara Bohrer, former Director of the West Bloomfield Public Library and a trustee on the Oakland County Law Library Board. Please put this on your calendar.

Discounted early bird registration for the Michigan Library Association Conference to be held October 28-29-30 (Wednesday, Thursday, Friday) in Novi is due September 11. Every trustee is budgeted to attend one day this year. The fee is \$155 for one day. Looking at the programs planned, either Wednesday or Thursday have sessions that will be of value to trustees. Lunches are separate. Wednesday's lunch is the Michigan Author Award at \$30.00; Thursday's lunch is with Under the Radar's Tom Daldin at \$15.00. You will be reimbursed actual mileage, not to exceed \$50.00. No other travel expenses are provided or reimbursed. Please let Barb know as soon as possible which day you want to attend and if you want the lunch as well.

The computer room air conditioner request for quotes went out July 10 with a deadline of July 17. Only one response was received—Goyette and that was awarded on July 20. The cost is \$14,500. Equipment has been ordered and work is expected to begin once the equipment is received—estimated install date of August 24.

LibCon is "heating up!" This joint event of the Howell Carnegie, Brighton District, and Cromaine libraries is open to the entire county. WHMI's Jess Mathews picked up on it and did an interview with Marta and Carolyn who are primary planners, pieces of which began airing the next day. Jess also said she'd put together a Viewpoint for this and the rest of summer's events which will air one upcoming Sunday morning at 8:30 am and then be available on the 93.5 web site for listening.

The Friends quarterly meeting was held July 21. At the meeting the report to the Friends was distributed. The Friends have agreed to support the Little Free Library effort being cooked up as an outreach effort by staff. The Eagle Scout, Tyler Bye, who wishes to do a project is also interested in making this happen.

VI. Discussion

A. Review of Year-end Statistics

Member Oemke said that it was great to see an increase in circulation. Member Thompson said that the stats are good--we are definitely serving the community.

Review of Year
End Statistics

July 23, 2015

B. Strategic Plan

Strategic Plan

President Lewis read the email Member DeRosier sent expressing her opinion on the next direction for Cromaine. She said that she believes a more visible, better located for the majority of the community, site is important. She does not see that the perception of the library will change until that happens. She does not believe further investment in the Village location is warranted; it will still be inadequate even with 3,000-3,500 square feet available. She will fully support whatever decision the trustees make and regrets not being able to attend this very important meeting.

President Lewis stated that finding more space to get another decade of service at this location is important. Then if it is likely to change over, she would still want to be where students could walk to the library. But she does not want to pursue looking at any other property until the reconfiguration and renovation project is completed, since there may be need for more funds to accomplish that. She has no sentimental attachment to this building, but to its proximity to the schools.

Member Oemke said that space is needed for staff to do their jobs. Member Thompson said that we cannot put this off. He wants Option B. We can look at property in a couple of years when we close the Crossroads location and look to the future at that time. Member DeRosier has very good points, particularly on visibility, but we should not abandon this community's history either.

Member Cafmeyer wants Option B and then, yes, longer term, look for something else. But this is doable now.

Member Black prefers Option B for all the reasons previously stated.

Member Sargent said that either Option A or Option B is acceptable as long as there is full fire suppression. He also wants to look now for new property. He has no sentimental attachment to this building.

VII. Decision

Strategic Plan

A. Strategic Plan

Member Thompson moved that Cromaine pursue the reconfiguration of Option B, including renovations, at the Village location, seconded by Member Black. Approved unanimously.

VIII. Information

Upcoming Meeting Dates

Upcoming meeting dates include:

| | |
|-----------|--|
| August 5 | Personnel Committee, 4:00 pm, Director's Office |
| August 7 | Community Relations Committee, 10:00 am, Director's Office |
| August 11 | Planning Committee, 1:00 pm, Director's Office |
| August 12 | Finance Committee, 1:00 pm, Director's Office |
| August 20 | Board of Trustees meeting, 7 pm in the Village |

IX. Agenda Items for Next Meeting

Agenda Items for
Next Meeting

- Review of Mission & Board By-laws (all-Board activity)
- Presentation of employees' work goals completed for prior year & for current year
- Strategic Plan
- Personnel Review Policies:
 - 7002 - Personnel Policy & Employee Handbook
 - 7003 – Evaluation of Director & Library Staff
 - 7004 – Staff Recognition Program
 - 7005 – Compensation of Library Employees

X. Call to the Public:

Public Call

Janice Yaklin said, "Thank you. Let's move forward."

XI. Motion by Member Thompson, seconded by Member Sargent to adjourn at 7:46 pm.

Adjournment

MARY CAFMEYER, SECRETARY

Barbara Rentola, Recording Secretary
Cromaine District Library Board

Documents distributed to the Board for/at this meeting:

- 6/18/15 Proposed Regular Meeting Minutes
- 7/2/15 Proposed Work Session Minutes
- June 2015 Financial Reports & Checks Issued Totals
- June 2015 CDL Investment Performance Report
- Director's Report 7/23/15
- CDL Statistics for June 2015 & updated CDL 4-year Circulation Graph
- 2014-2015 Amended Operating, Improvement & Gift Budgets
- Finance Committee Action/Decision List, 7/17/15
- Planning Committee Minutes, 7/14/15
- Year-End Statistics with Director's Memo
- Director's Report to the Friends, July 2015
- July *Board & Administrator*

July 23, 2015