

GENOA CHARTER TOWNSHIP BOARD

Regular Meeting

July 16, 2018

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: June 18, 2018
3. Request for approval of a charitable gaming license for the Humane Society of Livingston County as requested by Silvia McFarland.
4. Request for approval of a proposal from Qualite Sports Lighting LLC for the repair of the sled hill lighting at a cost not to exceed \$6,210.00.

Approval of Regular Agenda:

5. Consider a request for a Class C Liquor license for Mexicali Allies, LLC, a Michigan limited liability company to be located at the Newtowne Center 2608 E. Grand River, Howell, MI 48843 by Sandra Blake.
6. 13. Consider a request to expand sanitary service to Tax Parcels 4711-06-300-017, 4711-06-300-018 and 4711-06-300-019.
7. Request for approval of Resolution No. 1 (To proceed with the project and direct preparation of the plans and cost estimates) for the Novel Estates Road Improvement Project Special Assessment District (Winter 2018).
8. Request for approval of Resolution No. 2 (To approve the project, scheduling the first hearing and directing the issuance of statutory notices) for the Novel Estates Road Improvement Project Special Assessment District (Winter 2018).
9. Request for approval of Resolution No. 1 (To proceed with the project and direct preparation of the plans and cost estimates) for the Earl Lake Road Improvement Project Special Assessment District (Winter 2018).

10. Request for approval of Resolution No. 2 (To approve the project, scheduling the first hearing and directing the issuance of statutory notices) for the Earl Lake Road Improvement Project Special Assessment District (Winter 2018)
11. Request for approval of Resolution No. 1 (To proceed with the project and direct preparation of the plans and cost estimates) for the Fendt Drive Improvement Project Special Assessment District (Winter 2018).
12. Request for approval of Resolution No. 2 (To approve the project, scheduling the first hearing and directing the issuance of statutory notices) for the Fendt Drive Improvement Project Special Assessment District (Winter 2018)
13. Request for approval of a recommendation from the Election Commission for the following:
 - A. Approval of the list of poll workers working the Primary Election scheduled for August 7, 2018.
 - B. Approval of salaries for poll workers, staff, and set-up assistants for the August Primary.
 - C. Approval for closing of the Township Hall on August 7, 2018 due to the Community Bible polling place moving to the Township Hall on that date.
14. Introduction of a proposed rezoning and authorization of statutory notice for a public hearing on August 6, 2018 concerning approximately 74 acres of land located on the east side of Chilson Road, south of Brighton Road along the southern Township boundary with Hamburg Township involving parcels 11-33-400-003 and 11-34-300-005. The request is petitioned by Chestnut Development LLC and the requested rezoning is from Agricultural (AG) to Low Density Residential (LDR).
15. Discussion of basic life and AD & D coverage for township staff and elected officials.
16. Request for approval of a construction phase services proposal from Tetra Tech for 2018 Grand River sidewalk installation (Hughes to Kellogg) in the amount of \$39,800.

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: July 16, 2018

TOWNSHIP GENERAL EXPENSES: Thru July 16, 2018	\$201,931.43
06/29/2018 Bi Weekly Payroll	\$108,405.75
7/12/2018 Bi Weekly Payroll	\$521.59
07/13/2018 Bi Weekly Payroll	\$94,386.98
OPERATING EXPENSES: Thru July 16, 2018	\$390,215.88
TOTAL:	<u>\$795,461.63</u>

Check Date	Check	Vendor Name	Amount
Bank FNBCK CHECKING ACCOUNT			
06/12/2018	34505	COOPER'S TURF MANAGEMENT LLC	1,050.00
06/13/2018	34506	TARA BROWN	50.00
06/13/2018	34507	TRI COUNTY SUPPLY, INC.	275.11
06/18/2018	34508	AT & T	56.88
06/18/2018	34509	AT&T	167.50
06/18/2018	34510	BLUE CROSS & BLUE SHIELD OF MI	34,055.55
06/18/2018	34511	BULLSEYE TELECOM	405.00
06/18/2018	34512	BUSINESS IMAGING GROUP	739.32
06/18/2018	34513	ETNA SUPPLY COMPANY	16,014.00
06/18/2018	34514	HURON RIVER WATERSHED COUNCIL	1,094.36
06/18/2018	34515	MASTER MEDIA SUPPLY	433.77
06/18/2018	34516	NORTHERN PLUMBING, INC.	382.00
06/18/2018	34517	US BANK EQUIPMENT FINANCE	1,765.56
06/18/2018	34518	VERIZON WIRELESS	373.67
06/19/2018	34519	EHIM, INC	5,828.08
06/19/2018	34520	FEDERAL EXPRESS	92.64
06/19/2018	34521	FIRST IMPRESSION PRINT & MARKETING	2,106.01
06/19/2018	34522	MICHIGAN.COM PRESS & ARGUS	90.00
06/19/2018	34523	PFEFFER-HANNIFORD-PALKA	1,250.00
06/19/2018	34524	PAULETTE SKOLARUS	52.95
06/20/2018	34525	CHASE CARD SERVICES	965.62
06/20/2018	34526	DELTA DENTAL	3,452.28
06/20/2018	34527	GUARDIAN	2,303.84
06/20/2018	34528	MARY KRENCICKI	7.99
06/20/2018	34529	LINDA GALLERANI	21.65
06/21/2018	34530	MICHAEL ARCHINAL	500.00
06/21/2018	34531	COMCAST	190.16
06/21/2018	34532	LANDSCAPE DESIGN & ASSOCIATES LLC	750.00
06/21/2018	34533	NEOFUNDS	280.00
06/21/2018	34534	ROTARY CLUB OF BRIGHTON	574.00
06/21/2018	34535	SAFEBUILT STUDIO	1,162.33
06/21/2018	34536	WALMART COMMUNITY	259.31
06/27/2018	34537	DELL MARKETING L.P.	8,258.40
06/27/2018	34538	AMERICAN AWARDS & ENGRAVING	35.00
06/29/2018	34539	POSTMASTER	963.17
07/02/2018	34540	PERFECT MAINTENANCE CLEANING	3,150.00
		Void Reason: WRONG ACCCOUNT	
07/02/2018	34541	AT&T	29.77
07/02/2018	34542	DTE ENERGY	47.66
07/02/2018	34543	MARY KRENCICKI	66.06
07/02/2018	34544	LIVINGSTON COUNTY CLERKS ASSOC	20.00
07/02/2018	34545	MASTER MEDIA SUPPLY	406.36
07/02/2018	34546	NETWORK SERVICES GROUP, L.L.C.	50.00
07/02/2018	34547	PERFECT MAINTENANCE CLEANING	565.00
07/02/2018	34548	STANDARD ELECTRIC	8.38
07/02/2018	34549	TRI COUNTY SUPPLY, INC.	99.26
07/05/2018	34550	MMRMA	26,953.79
07/09/2018	34551	AMERICAN AQUA	76.00
07/09/2018	34552	CONTINENTAL LINEN SERVICE	119.07
07/09/2018	34553	COOPER'S TURF MANAGEMENT LLC	865.00
07/09/2018	34554	GFL ENVIRONMENTAL USA INC.	83,856.00
07/09/2018	34555	GORDON FOOD SERVICE	387.57
07/09/2018	34556	MASTER MEDIA SUPPLY	22.21
07/09/2018	34557	PONTEM SOFTWARE	471.00
07/10/2018	34558	COMCAST	963.89
07/10/2018	34559	DTE ENERGY	147.26
07/10/2018	34560	MEI TOTAL ELEVATOR SOLUTIONS	115.00
07/10/2018	34561	WELLNESS IQ	656.00

FNBCK TOTALS:

Total of 57 Checks:	205,081.43
Less 1 Void Checks:	3,150.00
Total of 56 Disbursements:	201,931.43

For Check Dates 06/29/2018 to 06/29/2018

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
6/29/2018	FNBCK	12642	STATE OF MICHIGAN	10,715.40	10,715.40	0.00	Open
6/29/2018	FNBCK	EFT235	FLEX SPENDING (TASC)	1,495.77	1,495.77	0.00	Open
6/29/2018	FNBCK	EFT236	INTERNAL REVENUE SERVICE	22,521.31	22,521.31	0.00	Open
6/29/2018	FNBCK	EFT237	PRINCIPAL FINANCIAL	2,901.00	2,901.00	0.00	Open
6/29/2018	FNBCK	EFT238	PRINCIPAL FINANCIAL	982.80	982.80	0.00	Open

Totals:		Number of Checks:	005	38,616.28	38,616.28	0.00	
Total Physical Checks:			1		Dir. Dep.		
Total Check Stubs:			4		<u>69,789.47</u>		

\$ 108,405.75

For Check Dates 07/12/2018 to 07/12/2018

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
7/12/2018	FNBCK	12643	EPP, SUSAN B	434.00	361.16	0.00	Open
7/12/2018	FNBCK	EFT243	INTERNAL REVENUE SERVICE	87.59	87.59	0.00	Open
Totals:				521.59	448.75	0.00	
Total Physical Checks:			1				
Total Check Stubs:			1				

For Check Dates 07/13/2018 to 07/13/2018

ck Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
13/2018	FNBCK	EFT239	FLEX SPENDING (TASC)	1,495.77	1,495.77	0.00	Open
13/2018	FNBCK	EFT240	INTERNAL REVENUE SERVICE	22,014.86	22,014.86	0.00	Open
13/2018	FNBCK	EFT241	PRINCIPAL FINANCIAL	3,471.00	3,471.00	0.00	Open
13/2018	FNBCK	EFT242	PRINCIPAL FINANCIAL	1,170.34	1,170.34	0.00	Open

als: Number of Checks: 004 28,151.97 28,151.97 0.00

Total Physical Checks:

Total Check Stubs: 4

Dir. Dep.
66,235.01

94,386.98

Check Date	Check	Vendor Name	Amount
Bank 503FN DPW-UTILITIES #503			
6/12/2018	4340	CHASE CARD SERVICES	3,650.60
6/12/2018	4341	STAPLES CREDIT PLAN	1,657.99
6/13/2018	4342	POSTMASTER	162.12
6/15/2018	4343	ADVANCE AUTO PARTS	26.94
6/15/2018	4344	AUTO-LAB OF LIVINGSTON	1,614.40
6/15/2018	4345	BELLE TIRE	970.00
6/15/2018	4346	GRAINGER	299.31
6/15/2018	4347	MARSHALL'S EXPRESS	102.95
6/15/2018	4348	ST JOHN PROVIDENCE OCC HEALTH HOWEL	60.00
6/20/2018	4349	GENOA TOWNSHIP	250,000.00
6/20/2018	4350	GREG TATARA	700.00
6/20/2018	4351	TESHA HUMPHRISS	250.00
6/20/2018	4352	VERIZON WIRELESS	703.26
6/22/2018	4353	HOME DEPOT CREDIT SERVICES	10.94
6/22/2018	4354	SPIRIT OF LIVINGSTON	289.18
7/05/2018	4355	MMRMA	19,478.43

503FN TOTALS:
 Total of 16 Checks: 279,976.12
 Less 0 Void Checks: 0.00
 Total of 16 Disbursements: 279,976.12

Check Date	Check	Vendor Name	Amount
Bank 593FN LAKE EDGEWOOD OPERATING FUND #593			
06/18/2018	3407	HRDIRECT Void Reason: MADE OUT TO WRONG VENDOR	155.15 V
06/18/2018	3408	TLS CONSTRUCTION	1,309.50
06/18/2018	3409	HUBBELL, ROTH & CLARK, INC	155.15
06/20/2018	3410	BRIGHTON ANALYTICAL, L.L.C.	254.50
06/20/2018	3411	GENOA TOWNSHIP D.P.W. FUND	1,032.93
06/22/2018	3412	BULLSEYE TELECOM	226.52
07/05/2018	3413	BRIGHTON ANALYTICAL, L.L.C.	67.00
07/05/2018	3414	CHARTER TOWNSHIP OF BRIGHTON	932.50
07/05/2018	3415	DTE ENERGY	3,906.76
07/05/2018	3416	MMRMA	900.00
07/06/2018	3417	CITY OF BRIGHTON UTILITY BILL	22,431.02

593FN TOTALS:
 Total of 11 Checks: 31,371.03
 Less 1 Void Checks: 155.15
 Total of 10 Disbursements: 31,215.88

Check Date	Check	Vendor Name	Amount
Bank 595FN PINE CREEK OPERATING FUND #595			
06/20/2018	2199	GENOA TWP DPW FUND	3,483.02
07/06/2018	2200	CITY OF BRIGHTON UTILITY BILL	45,905.69

595FN TOTALS:

Total of 2 Checks:			49,388.71
Less 0 Void Checks:			0.00
Total of 2 Disbursements:			49,388.71

Check Date	Check	Vendor Name	Amount
Bank 592FN OAK POINTE OPERATING FUND #592			
06/18/2018	4290	BRIGHTON ANALYTICAL , L.L.C.	820.00
06/18/2018	4291	COOPER'S TURF MANAGEMENT LLC	1,485.00
06/18/2018	4292	D & G EQUIPMENT, INC.	129.16
06/18/2018	4293	NORTHERN PUMP & WELL	400.00
06/18/2018	4294	TETRA TECH INC	307.76
06/18/2018	4295	UTILITIES INSTRUMENTATION SERVICE	603.00
06/18/2018	4296		0.00 V

Void Reason: REPRINTED CHECKS BY MISTAKE

06/18/2018	4297		0.00 V
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Void Reason: REPRINTED CHECKS BY MISTAKE

06/18/2018	4298		0.00 V
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Void Reason: REPRINTED CHECKS BY MISTAKE

06/18/2018	4299		0.00 V
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Void Reason: REPRINTED CHECKS BY MISTAKE

06/18/2018	4300		0.00 V
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Void Reason: REPRINTED CHECKS BY MISTAKE

06/18/2018	4301		0.00 V
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Void Reason: REPRINTED CHECKS BY MISTAKE

06/20/2018	4302	AT&T	313.63
06/20/2018	4303	BRIGHTON ANALYTICAL , L.L.C.	185.00
06/20/2018	4304	CONSUMERS ENERGY	58.03
06/22/2018	4305	AT&T LONG DISTANCE	49.71
06/22/2018	4306	BULLSEYE TELECOM	229.52
07/09/2018	4307	BRIGHTON ANALYTICAL , L.L.C.	185.00
07/09/2018	4308	MMRMA	4,342.28
07/09/2018	4309	CONSUMERS ENERGY	142.99
07/09/2018	4310	DTE ENERGY	2,067.16
07/09/2018	4311	DTE ENERGY	2,634.72
07/11/2018	4312	AT&T LONG DISTANCE	55.63
07/11/2018	4313	GENOA TOWNSHIP G/O NEW USER FUND	15,900.00

592FN TOTALS:

Total of 24 Checks:			29,908.59
Less 6 Void Checks:			0.00
Total of 18 Disbursements:			29,908.59

GENOA CHARTER TOWNSHIP BOARD

Regular Meeting

June 18, 2018

MINUTES

Supervisor Rogers called the regular meeting of the Genoa Charter Township Board to order at 6:30 p.m., with the Pledge of Allegiance. The following members were present constituting a quorum for the transaction of business: Bill Rogers, Paulette Skolarus, Robin Hunt, Jim Mortensen, Terry Croft, Diana Lowe and Jean Ledford. Also present were Township Manager, Michael Archinal; Township Attorney, Joe Seward; and one person in the audience.

Call to the Public was made with no response.

Approval of Consent Agenda:

Moved by Lowe and supported by Hunt to approve all items listed under the consent agenda and move the payment of bills and the Metro Act permit to the regular agenda for discussion. The motion carried unanimously.

- 1. Request to Approve Minutes: June 4, 2018**
- 2. Request for approval of a fireworks application from Chris Bonk for a display scheduled June 30, 2018 at middle of Lake Chemung in Genoa Township.**
- 3. Request for approval to appoint Michele Kreutzberg to fulfill the remaining term of Greg Rassel as alternate to the Zoning Board Appeals expiring 6-30-21.**

Approval of Regular Agenda:

Moved by Ledford and supported by Croft to approve for action all items listed under the consent agenda with the addition of the payment of bill and the Metro Right of Way Extension. The motion carried unanimously.

4. Payment of Bills.

Moved by Mortensen and supported by Lowe to approve the payment of bills clarifying that the payment to the Red Cross was for C.P.R. training through the D.P.W. Department. The motion carried unanimously.

5. Request from AT&T for the Metro Act Right of Way Permit Extension to end December 31, 2023.

Moved by Mortensen and supported by Ledford to approve the Metro Act Permit contingent upon a review by staff and Neil Lehto to determine whether anything is negotiable. (*Note: A review with Mr. Lehto determined that there was no benefit to the township to approve a three year permit.*) The motion carried unanimously.

6. Consider approval of a contract with Advanced Disposal for the refuse and recycling collection.

Moved by Mortensen and supported by Skolarus to approve the contract with Advanced Disposal with changes to all items as recommended by Township Attorney Seward and revisions as

discussed. (Note: A copy of the final agreement will be provided to the board.) The motion carried unanimously.

7. Consider request for authorization of payment to Livingston County in the amount of \$8,940 for the development of a park on the Fillmore property located in Section 1 of Genoa Township.

Moved by Mortensen and supported by Skolarus to authorize the payment to the Livingston County for the Fillmore property subject to the county approving a like amount for the development. The motion carried unanimously.

Member Discussion:

Archinal – The Township may need an additional application of chloride this year because heavy rains wash the chloride from the road.

Rogers – Correspondence from a woman living near the Ford dealership that horn honking to locate vehicles on the dealership property is an annoyance.

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



Paulette A. Skolarus, Clerk
Genoa Charter Township Board

GENOA TOWNSHIP ELECTION COMMISSION

Special Meeting
July 3 & 5, 2018
10:00 a.m.

MINUTES

Two meetings of the Election Commission were held, the first on July 3, 2018 and the second on July 5, 2018. The following persons were present constituting a quorum for the transaction of business: Polly Skolarus, Jean Ledford and Mary Krencicki. The second meeting included Polly Skolarus, Diana Lowe and Mary Krencicki.

Moved by Ledford and supported by Skolarus to approve the Minutes of the 04/16/2018 meeting of the Commission. The motion carried unanimously.

Moved by Ledford and supported by Lowe to approve all persons as reviewed to work as poll workers for the August 7, 2018 Primary Election scheduled for August 7, 2018. The motion carried.

Moved by Ledford and supported by Lowe to approve salaries for Election Officials working the Primary Election and General Election scheduled for 2018 as follows:

- Poll workers from \$225.00 to \$230.00
- Co-Chairs from \$275.00 to \$280.00
- Co-Chairs to be paid at \$14.00 per hour (paid on the quarter hour) after 10:00 p.m.
- Mandated classes from \$25.00 to \$30.00
- Additional part-time and full time temporary help will continue at \$14.00 per hour for processing absent voter ballots and the set-up of the precincts, mileage will be additional and according to State standards
- The election Commission will be paid \$150.00 per diem as previously approved.

The motion carried unanimously.

Moved by Ledford and supported by Lowe to recommend the closing of the Township Office for all other business on August 7, 2018 due to the temporary change of polling location from Community Bible Church to the Township Hall for 1800 registered voters. The motion carried unanimously.

The meetings were adjourned at 10:15 a.m.

Paulette A. Skolarus, Clerk



State of Michigan
 Michigan Gaming Control Board
 Office of the Executive Director
 P.O. Box 30788
 Lansing, MI 48909
 Phone: (313) 456-4940
 Fax: (313) 456-3405
 Email: Millionaireparty@michigan.gov
 www.michigan.gov/mgcb

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES
 (Required by MCL 432.103(k)(II))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a nonprofit
COUNTY

organization operating in the community, for the purpose of obtaining charitable gaming licenses, be
 considered for _____
APPROVAL/DISAPPROVAL

<u>APPROVAL:</u>	Yeas: _____	<u>DISAPPROVAL:</u>	Yeas: _____
	Nays: _____		Nays: _____
	Absent: _____		Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted
 by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

Organization Information: _____
ORGANIZATION'S MAILING ADDRESS, STREET, CITY, ZIP

ORGANIZATION'S PRINCIPAL OFFICER NAME AND TITLE

() _____
PHONE NUMBER

RECEIVED JUN 22 2018



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
MICHIGAN GAMING CONTROL BOARD
DETROIT

RICHARD S. KALM
EXECUTIVE DIRECTOR

June 19, 2018

John Hulyk, President
Humane Society Of Livingston County
2464 Dorr Rd
Howell, MI 48843

Organization ID: 126797

RE: Millionaire Party Qualification - Local Services

Dear John Hulyk:

Your organization is currently qualified to hold licensed millionaire party events. To ensure continued qualification, your organization is required to submit updated information to the Michigan Gaming Control Board (Board).

Please find enclosed a Qualified Information Form and a list of required documents. This information is also available on our website at www.michigan.gov/mgcb. There are no fees associated with this submission.

Please mail or fax this information with a copy of this letter to the Board no later than August 3, 2018. Please include your organization ID number on all correspondence submitted to our office.

Mailing Address:

Michigan Gaming Control Board
Office of Executive Director
PO Box 30786
Lansing, MI 48909

Fax: (313) 456-3405

Upon receipt of the above requested information, a site visit will be arranged and additional documentation may be required. If your organization does not respond to this letter by the due date indicated, your organization may be ineligible to hold millionaire party events in the future.

If you have any questions or need further assistance, please contact us at (313) 456-4940.

Sincerely,

Enterprise Licensing Section
Michigan Gaming Control Board

ts



State of Michigan
Michigan Gaming Control Board
Office of the Executive Director
P.O. Box 30786
Lansing, MI 48909
Phone: (313) 456-4940
Fax: (313) 456-3405
Email: Millionaireparty@michigan.gov
www.michigan.gov/mgcb

MILLIONAIRE PARTY QUALIFICATION FORM (Local Civic Organization)

For Internal Use Only

The organization must complete this form and submit along with the required qualification documents as noted on the following page(s). **Please allow at least 8 weeks for the qualification process.**

1. Name of Organization HUMANE SOCIETY OF LIVINGSTON COUNTY			
2. Doing Business As (DBA) (if applicable)		3. US Federal Employer Identification Number 38-3145532	
4. Organization Physical Address 2464 DORR RD.			
City HOWELL	State MI	ZIP Code 48843	County LIVINGSTON
5. Organization Mailing Address <input checked="" type="checkbox"/> Same as Physical Address			
City	State	ZIP Code	County
6. Telephone Number (517) 552-8050		7. Fax Number (517) 552-8051	
8. Date Organization Established			
9. Is your organization a candidate committee, political committee, political party committee, ballot question committee, independent committee, or any other committee as defined by, and organized pursuant to, the Michigan Campaign Finance Act 388 of the Public Acts of the Public Acts of 1976, as amended, being sections 169.201 to 169.282 of the Michigan Compiled Laws? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
10. Briefly describe the purpose of the organization			
11. Name of Organization's Principal Officer		12. Principal Officer's Title	
13. Principal Officer Mailing Address			
City	State	ZIP Code	County
14. Email Address		15. Telephone Number ()	16. Fax Number ()
17. Name of Authorized Contact Person <input type="checkbox"/> Same as Principal Officer		18. Authorized contact person's position or role with organization	
19. Contact Person Mailing Address			
City	State	ZIP Code	County
20. Email Address		21. Telephone Number ()	22. Fax Number ()
The undersigned hereby certifies that the representations, information, and data presented are true, accurate, and complete to the best of the undersigned's knowledge. The undersigned understands that failure to answer truthfully, completely, and accurately could preclude the organization from receiving an approval to obtain a gaming license.			
Principal Officer Signature			Date
Authorized Contact Signature			Date

PLEASE READ CAREFULLY

Please mail this completed form and the required qualification documentation to Michigan Gaming Control Board, PO Box 30786, Lansing, MI 48909 – or email to: Millionaireparty@michigan.gov

If you would like to qualify for a raffle, bingo, or charity game ticket license, please visit the Charitable Gaming Division website at www.michigan.gov/cg for more information.



State of Michigan
Michigan Gaming Control Board
Office of the Executive Director
P.O. Box 30788
Lansing, MI 48909
Phone: (313) 456-4940
Fax: (313) 456-3405
Email: Millionaireparty@michigan.gov
www.michigan.gov/mgcb

LOCAL CIVIC ORGANIZATION QUALIFICATION REQUIREMENTS

The following documentation shall be submitted as part of the qualification process:

Local Civic Organizations can qualify for licensing and shall submit the following information in the name of the organization prior to being approved to conduct a millionaire party event.

1. A detailed purpose letter on organization letterhead indicating the main source(s) of funds received, the main use(s) of funds expended, and the specific purpose of the organization
2. A signed and dated copy of the organization's current bylaws or constitution, including membership criteria
3. A complete copy of the organization's articles of incorporation that have been filed with the Corporations and Securities Bureau, if the organization is incorporated
4. A provision in the bylaws, constitution, charter, or articles of incorporation that states should the organization dissolve, all assets, real property, and personal property will revert:
 - A. If exempt under 501(c)3, to another 501(c)3 organization or
 - B. To the local body of government that granted the resolution
5. A copy of the letter from the IRS stating the organization is exempt from federal tax under IRS code 501(c). (If the organization is not exempt under 501(c), submit a copy of one bank statement per year for the previous five years).
6. A copy of a resolution passed by the local body of government in which the organization conducts its principal activities stating the organization is a recognized nonprofit organization in the community (form attached)
7. A copy of the organization's annual financial statements including income statement and balance sheet information for the previous three years
8. A copy of the organization's annual tax returns for the previous three years (e.g. 990, 990-EZ, or 990-N e-Postcard)
9. A copy of the organization's bank statements for the previous twelve months
10. A copy of the organization's check register for the previous twelve months
11. A copy of the organization's credit card and procurement card statements for the previous twelve months

The organization may be required to provide additional information after the initial documents have been reviewed. If you have any questions or need further assistance, please call (313) 456-4940.

Act 382 of the Public Acts of 1972, as amended, defines a local civic organization as an organization "that is organized not for pecuniary profit; that is not affiliated with a state or national organization; that is recognized by resolution adopted by the local governmental subdivision in which the organization conducts its principal activities; whose constitution, charter, articles of incorporation, or bylaws contain a provision for the perpetuation of the organization as a nonprofit organization; whose entire assets are used for charitable purposes; and whose constitution, charter, articles of incorporation, or bylaws contain a provision that all assets, real property, and personal property shall revert to the benefit of the local governmental subdivision that granted the resolution upon dissolution of the organization.



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

MEMORANDUM

TO: Honorable Board of Trustees
FROM: Adam VanTassell
DATE: July 16, 2018
RE: Proposed Township Sled Hill Lighting repair

Manager's Review: _____

Over the winter of 2017/2018, the Genoa Township sled hill lights malfunctioned. The power and timing equipment were examined by electricians and found to be in good working order. The consensus of two different electricians is the light ballast at the top of the pole has failed. Unfortunately, due to the height and the proximity of the power lines, local electricians are unable to handle the repairs. Staff contacted Qualite, a company that specializes in stadium lighting, and a representative come out to examine the site and prepare a quote.

Staff is recommending the bid from Qualite Sports Lighting LLC for retrofitting the sled hill light.

Recommended Motion

Moved by _____, Supported by _____ to approve the proposal from Qualite Sports Lighting LLC for the repair of the sled hill lighting for \$6,210.00.

SUPERVISOR

Bill Rogers

CLERK

Paulette A. Skolarus

TREASURER

Robin L. Hunt

TRUSTEES

Jean W. Ledford

H. James Mortensen

Terry Croft

Diana Lowe

MANAGER

Michael C. Archinal



Date: 7/9/2018
Location: Michigan
QL #: 19682-SF991
Project: Genoa Twp Ski Hill

Quotation

Qualite's Sports Lighting System Price, As Detailed Below

\$6,210

Sales tax, labor, unloading and install of equipment is not included as part of this quotation.

System Includes

- Retrofit sports lighting project on a ski hill at Genoa Twp. Hall in Genoa Twp., MI
- Utilizing one (1) existing 40' MH wooden pole

Equipment Description

- 2 - 1000w Universal Series, Pre-aimed, Pre-wired, & Pre-Assembled, with Remote Ballast Assemblies, & Pole Length Wire Harness Assemblies
- 2 - Extra Fuses
- 1 - Extra Lamps
- 1 - Rotary Disconnects (Singles)
- 1 - 30 Year Warranty - Standard
- 1 - Retrofit Pole Adder
- 1 - Field Audit
- 1 - Adder: Retro-Fit Installation at \$5,500 (not included in this quotation)
 - Proposal Includes removing of existing lighting from pole and placing on site for owner use/removal.
 - Proposal includes offloading, assembly and installation of lighting equipment.
 - Pole wiring harness, pole disconnect included in pricing.
 - All necessary labor, equipment, insurance and misc. materials are included.
 - Labor is non-union and is based off Fair Labor Rates.
 - Price based on site access sun-up to sun-down, 7 days a week with no work stoppage.
 - Owner to provide adequate access to site.
 - Any damage to site due to construction is not included.
 - Use of existing electrical and conduit is assumed and any site electrical shall be by others.
 - Concrete cutting is not included in the cost.

Payment Terms

A deposit of one third of the purchase price will be required at time of order placement. The contract balance is due 30 days after shipment. A late payment fee of 1.5% per month (18% APR) will be added to all accounts past due. Qualite pricing is effective for 60 days unless otherwise noted. All pricing and



Date: 7/9/2018
Location: Michigan
QL #: 19682
Project: Genoa Twp Soccer/Ski Hill

related information is considered confidential. Divulging any information deemed confidential may result in revocation of our agreement with you. For orders outside of the US; payment terms are 50% down in US dollars via wire transfer and balance paid in full prior to shipping.

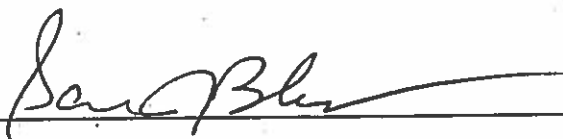
Terms of Sale

- Net 30 Days.
- Quote Valid for 60 Days.
- No Tax, bonding, permits, fees, tariffs, or customs charges included in price unless otherwise noted.
- Qualite does not authorize or accept retainage on any project.
- Warranty goes into effect upon receipt of full payment.
- Qualite will attempt to coordinate shipment so that delivery corresponds with the customer's payment schedule.
- We will expect payment within the terms described above unless there is a written statement from Qualite's corporate headquarters stating the acceptance of different terms.
- Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage/phase and pole locations is approximately 40-60 days. Non-standard/rush delivery may be available at possible additional expense.
- Price based on shipment of entire project to one location - pre-shipment of material/equipment or additional shipments may incur an additional expense.
- Due to the built-in custom light control per luminaire, pole locations must be confirmed prior to production. Changes to pole locations after order is sent to production may result in additional charges.
- A 3% surcharge will be added to credit card payments.

GENOA TOWNSHIP

CLASS C LIQUOR LICENSE
Application Cover Page

1. Name of Applicant Sandra J. BLAKE
2. Address of Applicant 2077 BAUMORAC DR. BRISTON ME 48014
3. Applicant's Phone during business hours:

4. Brief Location of Property: Newtowne Center
5. Legal Description of property:
6. Applicant's legal interest in property (attach document of proof):
7. Signature of Property Owner: _____
8. Brief description of proposed establishment: Full service Restuarant
9. Signature of Applicant: 

* * * * *

For Township Use:

Application Received (date) _____
Filing Fee Paid (date) _____
Hearing Notice Mailed (date) _____

Represented at Hearing _____

Liq.lic.cover/policy

**MEXICALI ALLIES, LLC
2077 BALMORAL DRIVE
BRIGHTON, MI 48114**

July 2, 2018

Township Board of Trustees
Genoa Township
2911 Dorr Road
Brighton, MI 48116

Re: MEXICALI ALLIES, LLC
Application for Genoa Township Class C License

To Whom It May Concern:

Please consider this a formal request for a new Class C liquor license to be issued by Genoa Township and approved by the Michigan Liquor Control Commission. The license would be held by Mexicali Allies, LLC, a Michigan limited liability company, at 2608 E. Grand River, Howell, Michigan 48843.

A staple of any Mexican meal is a margarita – in an effort to provide a more complete experience to its customers and the community, Mexicali Allies, LLC is requesting Township approval for a Class C liquor license. A Class C liquor license would allow Mexicali Allies, LLC to sell beer, wine, and spirits for on-premise consumption. Mexicali Allies, LLC does not expect any change to the community and does not seek to be a “bar,” but rather use the liquor license to enhance its patrons’ dining experience.

Mexicali Allies, LLC operated previously at 117 N. Michigan Avenue for 23 years and has built a strong customer base in the city of Howell. Mexicali Allies, LLC will be investing between \$150,000.00 to \$175,000.00 into the new location and is excited to be opening back up in Howell.

This packet seeks to provide background for Mexicali Allies, LLC and to provide insight into why it would be well suited to be approved for a Class C liquor license by the township. If the board needs additional information to help inform its decision, please feel free to contact me (810) 255-1860.

Sincerely,

Sandra Blake

**MEXICALI ALLIES, LLC
2077 BALMORAL DRIVE
BRIGHTON, MI 48114**

1. Financial Information:

Mexicali Allies, LLC previously operated at 117 N. Michigan Avenue in Howell for 23 years with mainly a Mexican Menu. Mexicali Allies has not been operational since May of 2017 due to a tenant dispute and lawsuit for a different location within Howell, which has been settled, and a new lease has been executed at 2608 E. Grand River, Howell, Michigan 48843. The terms of the settlement cannot be discussed.

2. General Benefit to Township:

a. Hours of Operation

The hours of operation are as follows:

Monday – Thursday 11:00 am – 9:00 pm

Friday – Saturday 11:00 am – 11:00 pm

Sunday – To be determined

b. Number of Bars

As a new build venture, there are no bars currently in the restaurant for does Applicant plan on utilizing a bar if approved by the Township and the Michigan Liquor Control Commission. All alcohol will be served to patrons at their tables as a means of accenting the food order. The intent of our business is not acquiring this license to be a “bar,” but rather to enhance the experience of a sit-down restaurant where children and their families will feel comfortable and welcomed.

c. Live Entertainment and Dancing

There are no plans for live entertainment.

d. Anticipated Clientele

Our target market is comprised of 25 to 44 year-olds with incomes of \$35,000 to \$80,000, as well as 45-60 year-olds making up to \$90,000. This venture if a family friendly establishment, alcohol is secondary to our primary purpose of food service.

**MEXICALI ALLIES, LLC
2077 BALMORAL DRIVE
BRIGHTON, MI 48114**

e. Estimated Market Value of Business

Without the Class C liquor license, we estimate the market value of the business to be \$325,000.00. With a class C liquor license, it would be valued at \$1,300,000. The value was achieved through using previous sales numbers and multiplied by a standard cap rate of 4.

f. Community Needs

While the Township provides a variety of restaurants, upon opening its doors, Mexicali Allies, LLC will be able to provide multi cultural cuisine in a family friendly environment. Applicant believes this is a unique opportunity that will benefit the community as it provides a access to a culturally popular food and a reasonable price point. Attached, as Exhibit A is the lunch and dinner menu provided by Applicant.

g. Estimated Cost of Remodel

This site is a complete new restaurant build out and below is a breakdown of the property investment in the community, estimated between \$150,000 -\$175,00. Local contractors will complete all of the contracting work.

Kitchen Design and Build	\$80,000.00
Dining Room Design and Build	\$35,000.00
Water Hook-up	\$30,000.00
Signage	\$15,000.00
Exterior Lights	\$ 1,500.00
Fire Suppression	\$ 2,500.00

h. Public Services & Utilities Needed

Applicant will utilize public water and sewer systems.

i. Character References

Attached are three-character references for Applicant attached as Exhibit B, one from Christa Coxon – Attorney at Law and Christopher Nally – Attorney at Law

**MEXICALI ALLIES, LLC
2077 BALMORAL DRIVE
BRIGHTON, MI 48114**

j. Ability to Attract Additional Investment

Located in a strip mall just off of Grand River Ave., Applicant is well suited to create an experience that will help draw other businesses to the area. Creating a vibrant business area with restaurants and shops is a boon to all involved. By Applicant's investment in the community, it is providing a message that the Township is a great place to operate a business.

3. Suitability of Location

h. Surrounding Land Uses

The strip mall is a multi-use facility for which Applicant plans to be a long-term tenant. Other surrounding land uses include several business parks, medical facilities, and retail stores – all groups that benefit from nearby restaurants as Mexicali Allies is open for lunch and dinner.

ii. Zoning

Applicant is currently within all zoning ordinances and restriction. Issuance of a Class C liquor license will not violate its use of the property.

iii. Water Supply and Sewage Treatment

Approval and issuance of a Class C liquor license should not increase the usage of water or sewage beyond normal usage of similar restaurants.

iv. Impact on Population and Traffic

Approval and issuance of a Class C liquor license should not markedly increase the traffic or negatively impact the local population as while Applicant does expect an increase in sales, it will not be in a way that will disrupt the existing traffic flow. The liquor license is meant to be an accent piece to the restaurant, not drive business.

MEXICALI ALLIES, LLC
2077 BALMORAL DRIVE
BRIGHTON, MI 48114

v. Photographs of Location

Attached as Exhibit C, is a site plan drawing

vi. Property Location

The property is located at 2608 E. Grand River, Howell, Michigan 48843

vii. Timetable

Applicant has signed a new operating lease and design and build will follow as soon as possible. The given time frame right now is 3 to 6 months. The timetable for a liquor license application from the date of application until the date of issuance is expected to be about 4 to 5 months.

Thank you for your time, if you need additional materials to help in your decision, please feel free to contact me at may time.

Sincerely,

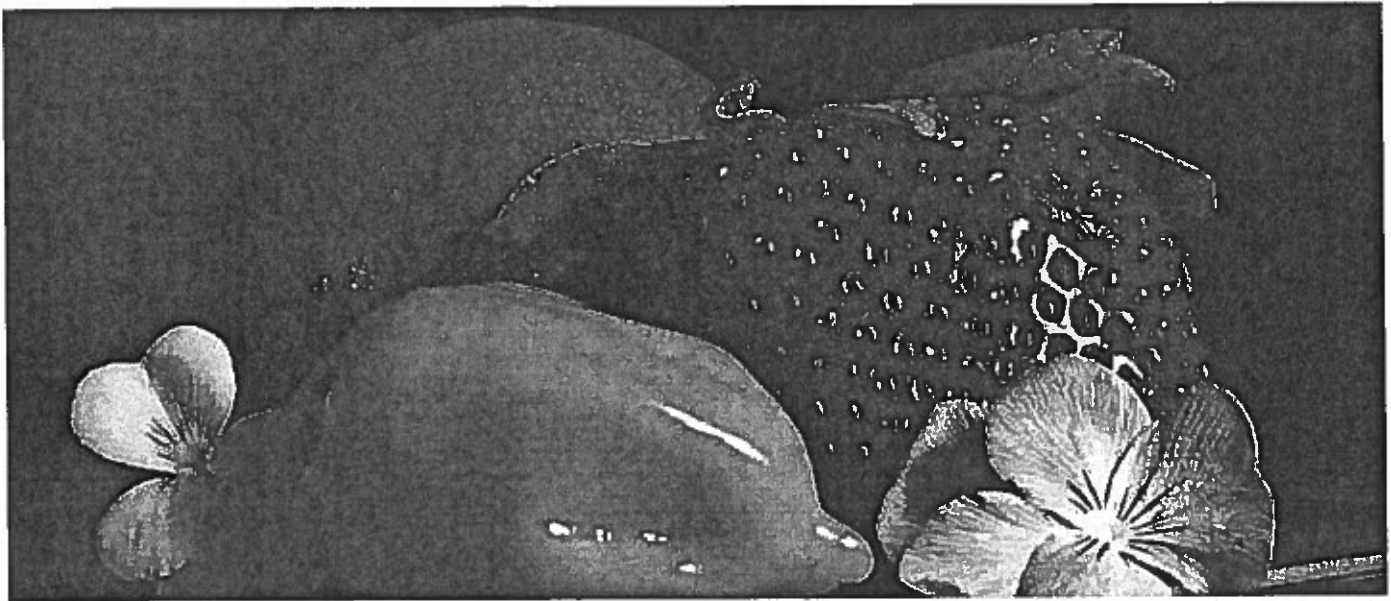
Sandra Blake
Mexicali Allies, LLC

EXHIBIT A:

Lunch and Dinner Menu

Mexicali Allies

Howell's best kept secret!



[HOME](#)

[MENU](#)

[SPECIALS - CARRY OUT](#)

[ABOUT US](#)

[CONTACT US](#)

Recent Updates

07/19/2013 The menus have been updated!

07/16/2013 Our very own Chef Sandy Blake will be one of two competitors in the Livingston County Iron Chef Competition August 8th 2013

Our Menu

Appetizers

Name	Description	Small	Large
Nachos	Crisp corn chips covered in melted cheese.	\$4.95	\$6.95
	With choice of beef, been, or chili.	\$5.95	\$7.95
	With Beef & Beans.	\$6.95	\$8.95
Super Nachos	Crisp corn chips topped with ground beef, melted cheese, lettuce, tomatoes, olives, and sour cream.		\$8.95
Seafood Nachos	Crisp corn chips topped with krab, melted cheese, and sour cream.		\$9.50
Botana	Crisp corn chips topped with beans, mexican sausage, cheese, tomatoes, olives, jalapeno peppers, and avocado slices. (Medium size available for \$9.50)	\$7.50	\$11.50
Mexican Pizza	Fried flour tortilla topped with beans, ground beef, onions, tomatoes, jalapeno peppers, and green olives; Topped with cheese and sour cream. *Lettuce is an additional \$.50sm/\$1.00lg	\$7.50	\$10.50
Guacamole	Mashed avocados with tomatoes and onions. *Chips are NOT included.	\$4.95	\$6.95
Chili Con Carne	*With cheese and onions, or tortillas add \$.50		\$3.95
Quesadilla	With spinich.		\$7.95

	With seafood.	\$8.95
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Chips & Sauce (We cut and fry our own chips!)

Description	Price		
Large Chips & 8oz sauce	\$4.95		
Small Chips & 4oz sauce	\$2.95		
Hot or Mild sauce	4oz \$.75	8oz \$2.00	12 oz \$2.50

Salads

Name	Description	Price
Tostada Salad	Choose beef, chicken, or seafood. A large deep-fried flour tortilla filled with beans, lettuce, tomatoes, onions, cheese, and sour cream.	\$8.95
Beef Taco Salad	A bed of corn chips covered with lettuce, tomatoes, onions, olives, cheese, and sour cream	\$8.00
Chicken Taco Salad	A bed of corn chips covered with lettuce, tomatoes, onions, olives, and sour cream	\$8.50

Vegetarian

Name	Description	Price
Spinach Enchiladas	2 corn tortillas filled with spinach and a delicate white sauce topped with cheese. Served with beans & rice.	\$7.95
Vegetarian Burrito	Large flour tortilla filled with beans, cheese, lettuce, tomatoes, olives, onions, and sour cream. Served with beans & rice.	\$8.95
Bean & Cheese Buritos	3 rolled flour tortillas filled with beans and covered with melted cheese.	\$9.50
Vegetarian Combo	1 bean & cheese burrito. 1 cheese & onion enchilada. 1 bean & cheese tostada.	\$9.50

Combination Plates & Mexican Dinners
-Served with Rice & Beans-

Name	Description	Price
Allie Special	Includes small nachos, one burrito.	\$9.50
	With beef or beans added to nachos.	\$10.50
Combination Plate	1 ground beef taco. 1 beef burrito. 1 cheese & onion enchilada.	\$9.50
Meat Combo	1 ground beef taco. 1 ground beef enchilada.	\$9.50

	1 flauta.	
Chicken Combo	1 chicken soft taco. 1 chicken enchilada. 1 flauta.	\$11.50
Special Combo	1 beef flour taco. 1 beef & cheese enchilada. 1 beef flauta.	\$11.50
King Combo	1 ground beef taco. 1 beef burrito. 1 cheese & onion enchilada. 1 bean & cheese tostada. 1 tamale.	\$13.95
Vegetarian Combo	1 bean & cheese burrito. 1 cheese & onion enchilada. 1 bean & cheese tostada.	\$9.50
Enchilada Combo	1 chicken enchilada. 1 ground beef enchilada. 1 cheese & onion enchilada.	\$10.00
Burrito Combo	1 beef burrito. 1 bean burrito. 1 chicken burrito. All covered in cheese.	\$11.00
Enchilada Torte	3 corn tortillas with enchilada sauce layered with rice, beans, and ground beef. Topped with cheese and sour cream. *Side of rice & beans not included.	\$8.50
Chimichangas	2 large flour tortillas filled with cheese and your choice of (Chicken, Beef, or Seafood). Topped with guacamole, sour cream, lettuce, and tomatoes.	\$11.95
Flautas	3 corn tortillas filled with your choice of (Chicken, beef, or Seafood). Topped with guacamole, sour cream, lettuce, and tomatoes.	\$10.50
Taco Pueblonas	*Hot & Spicy* 3 soft corn tortillas filled with seasoned chicken. Topped with cheese, spicy plueblonas sauce, and sour cream.	\$11.95
Enchiladas Ranchero	*Hot & Spicy* 3 soft corn tortillas filled with ground beef. Topped with cheese, spicy ranchero sauce, and sour cream.	\$11.95
Fajitas	*Allow an additional 20min cooking time* Marinated strips of your choice (Chicken, or Beef) sauteed with onion & bell peppers. Served with sour cream, guacamole, lettuce, tomato, cheese, and tortillas.	\$12.95
Fajita Burrito - Beef	*Allow an additional 20min cooking time* Marinated beef with onion & peppers. Topped with cheese, lettuce, tomatoes, and sour cream. Served in a soft flour tortilla.	\$12.95

Mexican Sandwich	3 flour tortillas layered with rice and beans, topped with chunk beef, gravy and cheese.	\$11.50
Seafood Enchiladas - Crab	2 rolled flour tortillas. Filled with crab in a light cream sauce. Topped with cheese, and sour cream.	\$8.95
Quesadilla Dinner	2 grilled flour tortillas. Filled with your choice of(Chicken, or Beef), cheese, lettuce, tomatoes, and quacamole	\$9.50
Wet Burrito	Large flour tortilla filled with your choice of (Chunky beef, or Ground beef), and beans. Topped with cheese, beef gravy, lettuce, tomatoes, olives, and sour cream.	\$11.95
Taco Dinner	3 foiled crisp corn tortillas stuffed with ground beef. Topped with lettuce, tomatoes, and cheese.	\$8.95
Tacos - Rio Grande Style	3 FLOUR tortillas, fried, or soft. Filled with your choice of(Chicken, or Beef), lettuce, tomatoes, and cheese.	\$10.95
Enchiladas	3 corn tortillas with your choice of ONE filling (Ground beef, Chicken, or Cheese and Onion). Covered with cheese.	\$9.50
Tostadas	3 flat, crisp corn tortillas. With your choice of (Beef, Been, or Chicken). Topped with lettuce, tomatoes, and cheese	\$9.50
Combo Tostadas	3 tostadas with beans, ground beef, sour cream, lettuce, tomatoes, and cheese.	10.95
Burritos	3 flour tortillas rolled around your choice of (Chunk beef, Ground beef, or Chicken). Covered with melted cheese.	\$10.50
Tamales	(3) Corn meal filled with pork and topped with chili-con-carne. *Cooked in corn husks.	\$8.95

**Kids Meal - Create Your Own
-Served with Rice & Beans-**

Name	Price
Hard or Soft Taco (Ground Beef & Cheese)	\$3.50
Enchilada (Ground Beef or Chicken)	\$3.50
Burrito (Bean & Cheese)	\$3.50
Quesadilla (Cheese - Grilled Lightly)	\$3.50
Chicken Nuggets With Fries (No rice & Beans)	\$3.50

Sides

Name	Price
Sour Cream	Sm. \$.50 Lg.\$1.00
Jalapeno Peppers	\$.80
Rice or Beans (12oz)	\$2.50
Extra Cheese	\$2.00
Guacamole (2oz.)	\$2.00

Jalapeno Poppers

\$5.95

Beverages

Name	Price
Soft Drinks	\$1.50
Milk	\$2.00
Iced Tea	\$2.00
Lemonade	\$2.00

Hours Of Operation.

- Monday: 11:00am till 2:00pm
- Tuesday: - Thursday 11:00am till 7:30pm
- Friday: 11:00am till 8:30pm
- Saturday: 1:00pm till 7:30pm
- Sundays: Closed

117 N. Michigan Ave. Downtown Howell. (517) 548-7333

Copyright © 2010 Mexicali Allies Designed by Brad Raedel>

EXHIBIT B:

LETTERS OF RECOMMENDATION

July 5, 2018

To: Genoa Township Board

Re: Mexicali Allies, LLC

This letter is to serve as reference for Sandra Blake owner of Mexicali Allies, LLC.

I have known Sandra Blake personally and professionally, as I am her sister and have always admired her integrity and work ethic. From raising her children as a single mother to starting her own business and running it successfully for 23 years in Howell, MI. Sandy has always strived for excellence in her restaurant business and she has a vision for this new venture in Howell and wants a full dining and beverage experience for her guests.

Sandy is dedicated to serving the citizens of the neighborhood, by continuously offering them new menu items from around the world and is truly passionate about her menu offerings.

A key component for the completion of this new vision would be a license to serve alcohol. In my opinion, Sandy has many years under her belt as a restaurant owner and has the skill set in place to execute such a license with the utmost professionalism and responsibility.


Therefore, please accept this letter as my reference and full support.

Sincerely,

Kim Weak
Burton Manor - Controller

EXHIBIT C:

SITE PLAN

Christopher M. Nalley, PLC

Attorney at Law
402 W. Grand River Ave, Howell, Michigan 48843

phone: (517) 402-2662
fax: (517) 580-5209

Christopher M. Nalley

July 9, 2018

Re: Sandra Blake

To whom it may concern:

My name is Christopher M. Nalley and I am an attorney who lives and works in Howell, Michigan. I am writing this letter on behalf of Sandra Blake. I have known Sandra Balke for aproximatly 15 years. I met Ms. Blake when she was the owner of Mexicalli Allies in Howell and became friends outside of the scope of restrantuer and customer. In the 15 years that I have kown, her some charateristics that she posses have become very obvious. She cares deeply about family, her customers, and her community.

Ms Blake has been a part of my children's lives since they were babies and she maintains a deep devotion to them as well as her own children and grandchildren. Ms. Blake always has one or more, different family members helping out in her resturant and has "adopted" a select few of her customers to be included in the designation of "family." Ms. Blake takes the restarant designation of her employees and close friends as being family to heart.

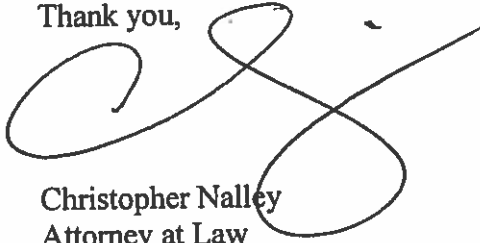
Ms. Blake cares deeply about her customers. She has always strived to provide her customers with delicous food in a comfortable atmosphere. It has been my observatiopn that she will do what ever it takes to make her customers happy and in doing so she has numerous people that are regular and repeat cutomers.

Ms. Blake has always kept her community of Howell as a top priority. She has participated and donated to numerous charity events that are hosted in downtown Howell. Ms. Blake has also offered employment to several people who have had a disadvantaged life. She always looks out for the little guy and makes sure they knew that they mattered.

I have found that Ms. Blake is a significant asset to Livingston county and am proud to call her my friend.

If you have any further questions or concerns regarding this matter, please do not hesitate to communicate with me.

Thank you,

A handwritten signature in black ink, appearing to be 'Christopher Nalley', written over the typed name.

Christopher Nalley
Attorney at Law



CHRISTA L. COXON
CIVIL LAW AND MEDIATION

June 7, 2018

To Whom It May Concern:

RE: Mexicali Allies, LLC and Sandra J. Blake

Dear Madam or Sir:

I have had the pleasure of representing Sandra J. Blake and Mexicali Allies, LLC, for the past several years. During that time, I worked very closely with Ms. Blake and her team. Over the past two years we spent an average of 20 hours per week together as we worked to obtain a suitable space for her restaurant. When I was very young attorney, I worked for the Commonwealth of Virginia's Alcoholic Beverage Control Board. I am well-positioned to speak to Ms. Blake's character and her application for a liquor license.

Ms. Blake has a strong moral compass. She recently concluded litigation against a prominent company in the county. Prior to commencing her lawsuit, she completely exhausted all other reasonable solutions. She then gave notice of her intent to sue and made further efforts to settle short of trial. I was consistently impressed that she chose not to take advantage of opportunities to leverage or short-change the opposing parties and attorneys. She only wanted what was fair, and what was due to her. She had no interest in shaping her story or making her plight public knowledge. She modeled dignity and courtesy despite the horrendous situations we encountered. I have been representing people for twenty-five years, and it is rare to work for someone who is so conscientious and consistent. I was proud to shepherd her through the system.

While she is an artist at heart, she understands that in order to create and share her work she must have a safe, healthy, and comfortable environment. She is a rule-follower, and she has the ability to ensure that her team complies. She is a strong leader. I am confident that by adding alcohol service to her offerings she will be able to expand her business significantly and boost her revenue while easily adhering to all laws, ordinances and regulations.

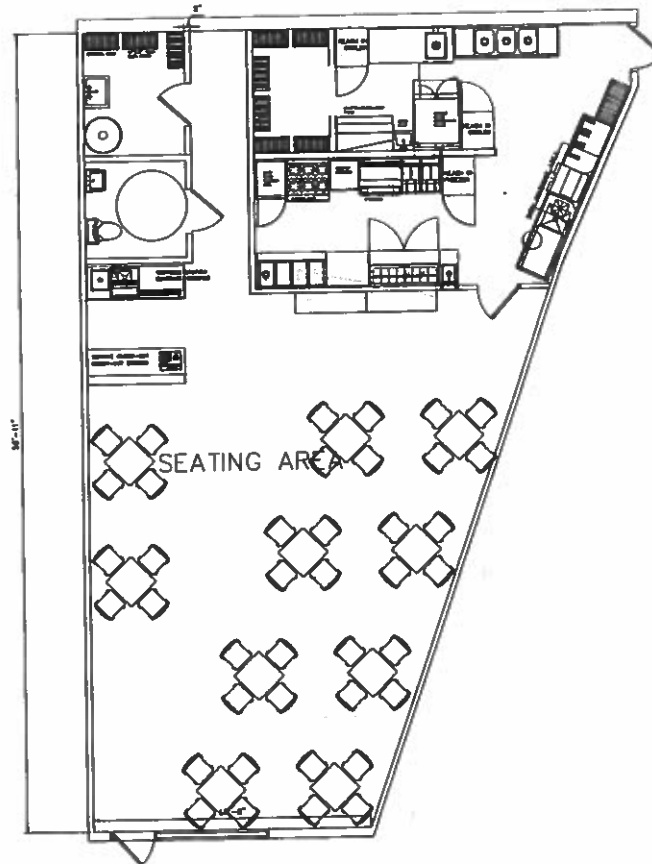
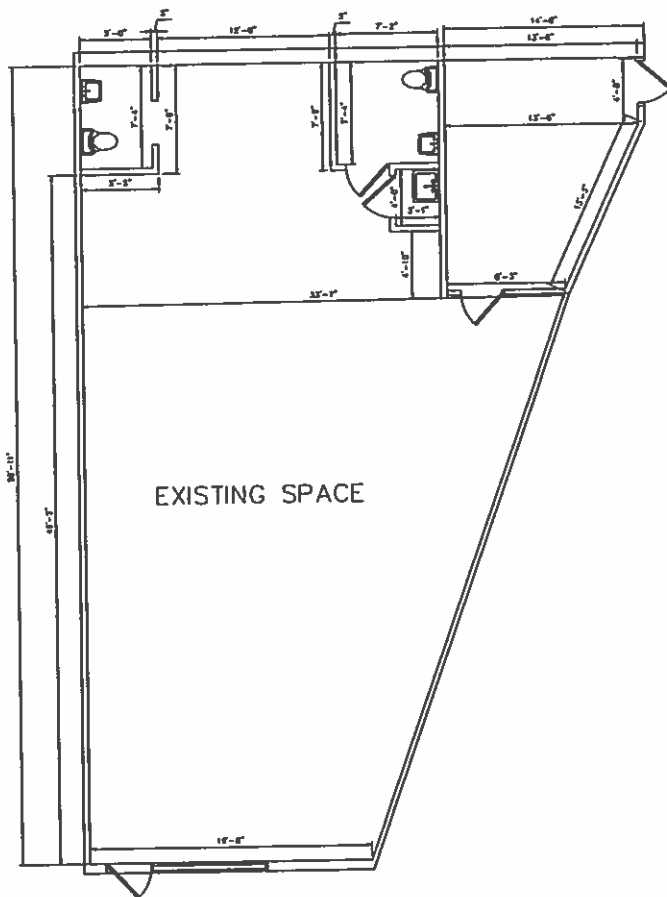
Very truly yours,

Christa L. Coxon

CHRISTA L. COXON, PLLC · 915 N. MICHIGAN AVENUE · HOWELL, MI 48843
PHONE: 248.219.8585 · FAX: 517.292.6872 · CHRISTA@CHRISTACOXON.COM

GENOA TOWNSHIP





JOB #
N-C30307
SHEET #1

PROJECT
MEDICAL'S ALTY
GRAND RIVER
HOWELL MICHIGAN 48843

SHEET
TITLE-EOPT-PLAN

NU CONCEPT PRODUCTS & DESIGN
31185 SCHOOLCRAFT ROAD,
LIVONIA MICHIGAN, 48150
(734) 744-9796 FAX (734) 744 9795
email: ncp@mich.com Web: www.nuconceptproducts.com

SHEET NO.	DATE	BY	REVISION
1	03/08/04	SAJ	SUBMITTED FOR REVIEW

NOTICE: THESE PLANS ARE THE PROPERTY OF MEDICAL GROUP, INC. ANY REPRODUCTION, MODIFICATION AND/OR REVISION IS PROHIBITED WITHOUT A WRITTEN AUTHORIZATION FROM MEDICAL GROUP, INC.



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

MEMORANDUM

TO: Larry Shaevsky, LKS Equities, LLC.
FROM: Kelly VanMarter, Assistant Township Manager/Community Development Director
DATE: May 8, 2018
RE: Mexicali Allies - Sewer and Water Tap Fees

This memo will describe the connection fees required for a proposed restaurant of 1,754 sq. ft. to the existing Newtowne Center.

After analyzing the average usage in the past 12 months for the previous location, I have determined that the average REU per 1,000 sq. ft. is 0.28 REU.

Using the above information the following calculation applies to the proposed restaurant:

1,754 sq. ft. @ 0.28 REU per 1,000 sq. ft.	=	.49 REU
	TOTAL REU'S	= .49 REU

LESS PREVIOUSLY PAID:

1,754 sq. ft. Retail @ 0.20 REU Per 1,000 sq. ft. =	=	- 0.35 REU
	TOTAL REU'S	= 0.14 REU

NEW CONNECTION CHARGE =

Water	0.14 REU @ \$7,900 per REU	=	\$1,106.00
Sewer	0.14 REU @ \$7,200 per REU	=	\$1,008.00
	TOTAL DUE:		\$2,114.00

SUPERVISOR

Bill Rogers

CLERK

Paulette A. Skolarus

TREASURER

Robin L. Hunt

TRUSTEES

Jean W. Ledford

H. James Mortensen

Terry Craft

Diana Lowe

MANAGER

Michael C. Archinal

Connection Fees must be paid at time of land use permit issuance.

A meter package may also need to be purchased including the appropriate sized meter. Should you have any questions please feel free to contact me at 810-227-5225.



MEXICALI ALLIE'S LLC
 2077 BALMORAL DR
 BRIGHTON MI 48114-8761

Have a Question or Concern?

Stop by your nearest
 Huntington office or
 contact us at:

1-800-480-2001

www.huntington.com/
 businessresources

Huntington Community Business Checking

Account: 01382731119

Statement Activity From: 04/01/18 to 04/30/18		Beginning Balance	\$140,114.20
Days in Statement Period 30		Credits (+)	17,335.00
Average Ledger Balance* 146,057.26		Regular Deposits	17,335.00
Average Collected Balance* 145,496.10		Debits (-)	3,424.00
* The above balances correspond to the service charge cycle for this account.		Regular Checks Paid	925.00
		Electronic Withdrawals	619.00
		Other Debits	1,880.00
		Total Service Charges (-)	0.00
		Ending Balance	\$154,025.20

Deposits (+)

Account: 01382731119

Date	Amount	Serial #	Type	Date	Amount	Serial #	Type
04/16	17,335.00		Brch/ATM				

Checks (-)

Account: 01382731119

Date	Amount	Check #	Date	Amount	Check #
04/16	600.00	204822	04/10	325.00	9767690*

(*) Indicates the prior sequentially numbered check(s) may have 1) been voided by you 2) not yet been presented 3) appeared on a previous statement or 4) been included in a list of checks.

Other Debits (-)

Account: 01382731119

Date	Amount	Description
04/03	1,855.00	WITHDRAWAL
04/09	444.00	AMEX EPAYMENT ACH PMT 180409 V6220
04/10	25.00	CHECK CARD RUSH FEE 5347405381125204
04/10	175.00	AMEX EPAYMENT ACH PMT 180410 V4498

Service Charge Summary

Account: 01382731119

Previous Month Service Charges (-)	\$0.00
Total Service Charges (-)	\$0.00

Investments are offered through the Huntington Investment Company, Registered Investment Advisor, member FINRA/SIPC, a wholly-owned subsidiary of Huntington Bancshares Inc.

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Client's Copy

LEASE

DATE OF EXECUTION:

June ____, 2018 (the "Effective Date")

TENANT:

MEXICALI ALLIES, LLC
a Michigan limited liability company
2077 Balmoral Drive
Brighton, MI 48114

GUARANTOR:

SANDRA J. BLAKE
2077 Balmoral Drive
Brighton, MI 48114

LANDLORD:

LKS HOWELL, LLC
a Michigan limited liability company
One Towne Square, Suite 1200
Southfield, Michigan 48076

BROKER:

WINSTON-TRAITEL REALTY, INC.
WENDY LAMB THOMPSON

PREMISES:

Approximately 1,846 square feet ("SF"), located at 2608 E. Grand River, Howell, Michigan 48843, commonly known as 2608 E. Grand River, Howell, Michigan 48843 (the "Premises").

NAME OF CENTER:

Newtowne Shopping Center (the "Center")

LEASE COMMENCEMENT DATE:

Lease Commencement is the Date of Execution

LEASE TERM:

The period commencing on the Lease Commencement Date and expiring on the Lease Expiration Date (the "Term").

LEASE EXPIRATION DATE:

The Lease Expiration Date is the date which is ten years from the Lease Commencement Date.

MINIMUM MONTHLY RENT:

Tenant shall begin paying rent on January 1, 2019. (This abatement of Minimum Monthly Rent is in recognition of the Tenant's investment in fixtures that will remain with the property at Lease termination)

Year 1 \$8.00/SF or \$1,230.67/Month
Year 2 \$8.24/SF or \$1,267.59/Month
Year 3 \$8.49/SF or \$1,305.61/Month
Year 4 \$8.74/SF or \$1,344.78/Month
Year 5 \$9.00/SF or \$1,385.13/Month
Year 6 \$9.27/SF or \$1,426.68/Month
Year 7 \$9.55/SF or \$1,469.48/Month
Year 8 \$9.84/SF or \$1,513.56/Month
Year 9 \$10.13/SF or \$1,558.97/Month
Year 10 \$10.44/SF or \$1,605.74/Month

ADDITIONAL RENT:

Tenant's proportionate share of Real Estate Taxes, insurance premiums and common area maintenance expenses (collectively, the "Operating Expenses") shall be that amount determined by the ratio which the total first floor area of the Premises bears to the total first floor area of the leaseable space of the Center ("Tenant's Proportionate Share"). Tenant shall be responsible for utilities, including gas and electric which are separately metered. In the event water is pro-rated, tenant shall pay their pro-rata share of water only. If water is separately metered or sub-metered, Tenant shall be responsible for the usage as indicated by separate meter or sub-meter. Tenant shall be responsible for utilities and additional rent at Lease Commencement.

SECURITY DEPOSIT:

No Security Deposit will be required however a payment of the thirteenth (13th) and twenty-fifth (25th) month's rent is due at time of Lease: \$2,461.34; paid on Date of Execution.

RADIUS RESTRICTION:

Tenant agrees not open another restaurant owned and or operated by Mexicali Allies, LLC within a three (3) mile radius of this location.

TENANT'S USE:

Restaurant; including but not limited to carry-out, banquets, and catering.

1. LEASE.

Landlord, in consideration of the rents to be paid and the undertakings to be performed by Tenant, leases to Tenant the Premises for the Term, together with the non-exclusive right to use the parking areas and other common areas which may be designated by Landlord from time to time for use in connection with the Premises (the "Common Areas"), in common with others entitled to use the same. Tenant, upon paying the Rent and performing its obligations under this Lease, may peacefully and quietly enjoy the Premises during the Term, subject to the provisions of this Lease.

Landlord and Tenant agree, within seven (7) days after the Lease Commencement Date, to execute a letter to confirm the Lease Commencement Date, the Rent Commencement Date, and the Lease Expiration Date.

2. RENT.

A. Rent. Tenant leases the Premises for the Term and agrees to pay the Minimum Monthly Rent in advance on the first day of each month during the Term beginning on the Rent Commencement Date and continuing until the expiration of the Term, as it may be extended, and Additional Rent as hereinafter provided, without demand, setoff or deduction, and to perform the undertakings herein set forth. The first installment of Minimum Monthly Rent shall be payable upon execution of this Lease. The term "Additional Rent" shall include all other charges which become due to Landlord hereunder. The Minimum Monthly Rent and Additional Rent are sometimes collectively referred to herein as "Rent". Rent shall be paid at the address of the Landlord set forth above or at such other place as Landlord may designate from time to time. In all instances the monthly rent as set forth herein shall be the determinant of the obligation for rent set forth herein, irrespective of any reference to the approximate square foot area demised hereunder. If the Rent Commencement Date is other than the first day of the month, rent will be paid for the fractional days of a month on a per diem basis.

B. Setoffs. Notwithstanding anything to the contrary herein, Tenant acknowledges and agrees that its obligation to pay rent under this Lease is an independent covenant, and that such obligation to pay rent is not subject to setoff or recoupment in connection with any action for summary proceedings to recover possession of the Premises, unless required by court rule.

C. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent or any other amounts due hereunder shall be deemed to be other than on account of the earliest and/or other amounts due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment under this Lease be deemed an accord or satisfaction. Landlord may accept such check or payment without prejudice to its right to recover the balance of the amount due hereunder or pursue any other remedy for Tenant default.

3. LEASE YEAR DEFINED.

The term "Lease Year" means a period of twelve (12) consecutive calendar months commencing on the first day of January following the beginning of the Term. Each succeeding Lease Year shall commence on the anniversary date of the first full lease year. Any portion of the Term of this Lease commencing prior to the first Lease Year, as well as any portion of the Term containing less than twelve (12) months in the last Lease Year, shall be deemed a "Partial Lease Year".

4. USE AND CARE OF THE PREMISES.

Tenant may use and occupy the Premises only for the purposes stated above, and for no other purpose without the prior written consent of Landlord. Tenant will not use or occupy, or permit any portion of the Premises to be used or occupied without first obtaining all necessary permits and a certificate of occupancy from the municipal authority, nor:

- (i) in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, building and use restriction or other governmental requirement;
- (ii) for any disreputable business or purpose, or;
- (iii) in any manner or for any business or purpose that creates risks of fire or other hazards (other than those risks inherent in the lawful operation of a restaurant using reasonably prudent business practices), or that would in any way violate, suspend, void or increase the rate of fire or liability or any other insurance of any kind at any time carried by Landlord upon all or any part of the building within which the Premises are located or its contents.

Tenant shall not use the sidewalks or parking facilities of the Premises for business purposes without the written consent of Landlord, provided, however, that Tenant may display a sign on the sidewalk in front of the door to the Premises (a) from 11:00 am to 1:30 pm per day advertising Tenant's daily specials, (b) which sign is approved by the Landlord, such approval not to be unreasonably withheld, and (c) which sign complies with all applicable legal requirements. Tenant, its employees and invitees, shall comply with all laws, ordinances and regulations of all public authorities and all requirements of fire insurance underwriters or rating bureaus, relating to the Premises and the use and occupancy thereof. Tenant shall not use nor permit the use of the Premises or the Common Areas in any manner that will create waste or a nuisance or disturbance to other tenants/patrons of the Center. Tenant, its employees and invitees, shall comply with the regulations set forth in Exhibit A attached, as they may be modified by Landlord from time to time (the "Regulations"), and with such other reasonable regulations as Landlord may establish from time to time.

In the event of any breach of any of these covenants, Landlord may at its option, terminate this Lease forthwith and re-enter and repossess the Premises.

5. **CONDITION OF PREMISES; TENANT'S WORK AND LANDLORD'S WORK**

A. As Is. Tenant acknowledges that it has examined the Premises prior to the making of this Lease and knows the condition thereof. No representations have been made by Landlord expect as required in this Section 5 (D), Landlord's Work, its agents or employees, express or implied, written or oral, as to the condition or state of repairs of the Premises and/or its components.

B. ADA Compliance. As of the Effective Date, Landlord has not received: (i) any notices from any governmental or quasi-governmental agencies alleging violations of Title III of the Americans with Disabilities Act of 1990 (ADA) or any regulation issued thereunder; (ii) any notices of claims made or threatened regarding noncompliance with the ADA; or (iii) any notices of any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA as to any portions of the Premises. Tenant will comply with any requirement of the Americans with Disabilities Act of 1990 and regulations issued thereunder.

C. Tenant's Work. Tenant, at its cost, agrees to commence and expeditiously complete in a workmanlike manner, such work, if any, as may be required to ready the Premises for Tenant's occupancy ("Tenant's Work"). Without limiting the generality of the foregoing, Tenant's Work shall include the build out of a first class restaurant. The plans and specifications for Tenant's Work shall be approved by Landlord prior to the commencement of Tenant's Work. Tenant shall submit all space plans to the Landlord for Landlord's approval, which approval shall not be unreasonably withheld. Landlord agrees to review, comment or approve the plans within ten (10) business days after receipt, or the plans will be deemed to be approved by Landlord. Tenant shall be required to obtain all proper permits through the City and/or any other governmental agency and comply with all laws and regulations of local and state municipalities. Upon approval of Tenant plans by Landlord and all governmental agencies, Tenant shall cause the Premises to be built-out at Tenant's expense in compliance with Tenant plans. Tenant and Tenant contractors shall provide to Landlord copies of all insurance policies, Workers' Compensation coverages and any and all other applicable coverages.

Tenant will use its best efforts to secure a liquor license from Genoa Township. In the event Tenant is successful in obtaining such license, Landlord will be provided a copy of said license and any additional insurance requirements that may be necessary in having a liquor license and serving alcohol will be provided to Landlord.

D. Landlord's Work. Landlord will provide Tenant with an inspection report of the existing Heating Ventilation and Air Conditioning ("HVAC") with any repairs, replacements, and maintenance of the existing HVAC that has been done or will be performed by Landlord prior to Tenant's opening. Landlord shall be responsible for repairs and or replacement of the HVAC throughout the term of this Lease. In the event the HVAC system is replaced by Landlord during the term of the Lease, Tenant shall then be responsible for all repairs, maintenance and or replacement of the HVAC during the remainder of the Lease term and any extended or option term.

Landlord will be responsible for any Genoa Township tap fees associated with the placement of the restaurant as Tenant within the Center. Any tap fees will be paid by Landlord to Genoa Township as agreed upon between the Landlord and Genoa Township.

6. **POSSESSION.**

Landlord shall have no liability to Tenant if Landlord shall be unable to deliver possession of the Premises on the date of the beginning of the Term of this Lease by reason of the holding over of the prior occupant, or for any other cause beyond the reasonable control of Landlord, but in such event, the Term, Minimum Monthly Rent shall not commence until possession of the Premises is tendered (tender shall have occurred at such time as the keys have been delivered to Tenant); provided that the expiration of the Term shall be extended by the number of days after the beginning of the Term that possession is delivered to

Tenant. If Tenant shall occupy the Premises prior to the Lease Commencement Date with the consent of Landlord, such occupancy shall be subject to all of the terms and conditions of this Lease, including payment of Minimum Monthly Rent and all other charges.

7. UTILITIES.

A. Transfer of Utilities. Tenant shall cause all utility service to be transferred into its name on or before the Lease Commencement Date. If Tenant fails, or is unable, to transfer utility service into its name on or before the Lease Commencement Date, Landlord shall pay the expense for such utility bill for the account of Tenant and such expense shall become Additional Rent hereunder, payable upon demand. If the failure or inability to transfer utility service into Tenant's name shall continue beyond thirty (30) days or one billing cycle, Tenant shall be assessed a One Hundred Dollar (\$100.00) utility bill processing fee for every bill thereafter received by Landlord.

B. Tenant's Utility Obligation. Tenant shall pay when due for the use of all utilities provided to the Premises, including water, sewer, gas and electricity charges consumed by it, to include fuel for the heating and energy for air conditioning. If Landlord shall elect to supply any of the foregoing utilities used upon or furnished to the Premises, Tenant agrees to purchase and pay for same as Additional Rent, within ten (10) days of the presentation by Landlord to Tenant of bills therefor, at the rates which would be applicable to Tenant as a direct customer of the local public utility company, as such rates are filed by the local utility company serving the area with the proper regulating authority and in effect from time to time covering such services. If any utilities are not separately metered or assessed or are only partially separately metered or assessed and are used in common with other tenants of the building in which the Premises are located, Tenant shall pay to Landlord Tenant's share of such utility charges (based upon an allocation determined by usage), or such other metered measure of use as Landlord may obtain, together with Tenant's payments of the separately metered charges. The obligation of Tenant to pay for water, sewer, gas and electricity, and heating and air conditioning, as herein provided, commences on the date possession of the Premises is first delivered to Tenant without regard to the Minimum Monthly Rent or the Lease Commencement Date. Landlord shall have no liability to Tenant, its employees or invitees and there shall be no abatement of rent by reason of any failure to furnish any utility unless caused by the willful misconduct of Landlord.

8. MAINTENANCE AND ALTERATIONS.

A. Landlord's Maintenance Obligation. Landlord shall keep in good repair the structural elements of the outer walls and the structural elements of the roof of the Premises but not the doors, door frames, overhead doors and frames, glass, window casings, window frames, windows or any of the appliances or appurtenances of said doors or windows, or any attachment thereto or attachments to said building used in connection therewith. Notwithstanding the foregoing, to the extent repairs to the structural elements of the roof or outer walls of the Premises are caused by Tenant, Tenant's employees, invitees or contractors, Tenant shall be responsible for reimbursing Landlord for the cost of such repairs as Additional Rent payable upon demand.

Landlord shall not be called upon to make any other improvements, replacements or repairs of any kind upon the Premises and appurtenances except as provided in Paragraphs 18 (Fire or Other Casualty) and 19 (Eminent Domain) hereof. Tenant shall promptly notify Landlord of any repairs which are the responsibility of the Landlord to perform.

B. Tenant's Maintenance Obligation. Subject to the Landlord's express obligations set forth in Section 5.D of this Lease, Tenant agrees that it will, at all times during the term of this lease, or any extension, at its own expense, keep the Premises and improvements servicing the Premises, and the betterments, furnishings, equipment and contents therein, in good order, condition, and repair (and replace as needed) including, without limitation, all plumbing, electrical, heating, ventilation, air conditioning and any other equipment installed in or on or servicing the Premises, doors, door frames, overhead doors and frames,

glass, window casings, window frames, windows or any of the appliances or appurtenances of said doors or windows, light fixtures, bulbs and tubes, and maintain the Premises in a clean, sanitary and safe condition, so as to conform and comply with all existing and future statutes, laws, orders, ordinances, rulings and regulations of any lawful authority having jurisdiction thereof. Upon expiration of the Term, or the sooner termination as hereinafter provided, Tenant will surrender the Premises to Landlord in like condition as when taken, reasonable wear and tear excepted, with all components and systems fully operational and in good working order.

C. Heating, Ventilation and Air Conditioning ("HVAC"). Tenant shall enter into a contract with a licensed mechanical contractor for service not less frequent than bi-annual to conduct preventive maintenance and repair of all HVAC equipment servicing the Premises, and a copy of said contract shall be delivered to Landlord at least fifteen days prior to Tenant's occupancy of the Premises. Tenant shall continue said contract or like contract in force throughout the Term or any extensions thereto. Any change of contract or mechanical contractor shall be made known to Landlord by Tenant and a copy of Tenant's new contract shall be delivered to Landlord so that Landlord shall at all times have a copy of the contract currently in effect. Upon request by Landlord, Tenant shall provide Landlord with evidence of the most recent service invoice and report of the mechanical contractor indicating date of service and services performed. If Tenant refuses or neglects to enter into a contract with a mechanical contractor for the quarterly maintenance and repair of all HVAC equipment servicing the Premises, then Landlord may, but shall not be required to, perform and complete said maintenance and repair and Tenant shall pay the cost to Landlord as Additional Rent hereunder, upon demand.

D. Plumbing Facilities. If Landlord determines that Tenant or its employees, agents or invitees have abused the plumbing facilities or the adjoining or connecting sewer lines or mains or used them for any purpose other than that for which they were constructed, or disposes of grease or any other foreign substance therein, the expense of any breakage, stoppage, damage or additional repairs and consequential damages resulting therefrom shall be borne solely by Tenant and charges incurred shall be payable by Tenant upon demand as Additional Rent.

E. Alterations. Tenant shall not make any structural alterations, improvements or additions to the Premises without the prior written consent of Landlord, not to be unreasonably withheld, and then only by such contractors as may be approved in writing by Landlord. All alterations, improvements or additions, including any floor covering fastened to the floor by nails or adhesive, whether temporary or permanent in character, made by Landlord or Tenant in or upon the Premises, shall, unless Landlord requests removal, become the property of Landlord and shall remain upon and be surrendered with the Premises at the termination of this Lease without compensation to Tenant, except that Tenant may remove all movable office furniture and equipment installed by Tenant. Tenant shall remove such other alterations and additions installed by Tenant as Landlord may direct. Tenant shall, at its expense, repair any damage to the Premises caused by the installation or removal of such furniture, fixtures, alterations or additions and restore the Premises to the condition existing at the Lease Commencement Date, reasonable wear and tear excepted. If Tenant fails to remove all of Tenant's property and the property of others in the possession of Tenant from the Premises at the termination or expiration of this Lease, Landlord may remove and dispose of such property, deemed abandoned, in any manner, without liability therefor, and Tenant shall pay all charges for such removal and/or disposal upon demand by Landlord. Tenant shall indemnify and hold harmless Landlord on account of any claim by other persons with respect to such property.

F. Mechanic's Liens. In the event a mechanic's lien shall be filed against the Premises or Tenant's interest therein as a result of improvements made to the Premises undertaken or contracted for by Tenant, with or without Landlord's consent, Tenant shall, within seven (7) days after receipt of notice, discharge such lien by payment of the indebtedness or by filing a bond (as provided by statute) as security therefor. In the event Tenant shall fail to discharge or bond such lien, Landlord shall have the right to discharge the lien by any means it elects, and Tenant shall pay any cost incurred to Landlord as Additional Rent upon the first day that minimum rent shall be next due.

9. COMMON AREAS; OPERATING EXPENSES.

A. Common Areas. Landlord hereby grants to Tenant and Tenant's employees, agents, licensees and invitees the right, during the term of this Lease, to use in common with others entitled to the use of the Common Areas of the Center; provided, that such use shall be subject to the Regulations. Landlord may temporarily close any of the common areas for maintenance purposes or to prevent a public dedication, and that Landlord may make changes to the common areas including, without limitation, changes in the location of driveways, entrances, exits, parking spaces, parking areas or direction of traffic flow.

Landlord agrees to maintain the Common Areas of the Center during the term of this Lease and any extension. The term "Common Areas" shall include, without limitation, all parking areas, access roads, driveways, truckways, loading areas, retaining walls, lighting facilities, sidewalks, landscaped and planting areas and facilities which may be furnished by Landlord in or at the Center and all other areas and improvements which may be provided for by Landlord for the general use and convenience of Tenant and in common with other tenants of the Center and their respective officers, agents, employees, licensees and invitees.

B. Operating Expenses. Tenant agrees to pay to Landlord, as "Additional Rent", within 7 days from the invoice date, Tenant's Proportionate Share of all amounts paid by Landlord for which Landlord is obligated to pay or incurred during the Term, or any extension, in connection with the ownership, management, maintenance and operation of the Center and its Common Areas to which shall be added an amount equal to fifteen percent (15%) thereof for the administration of Landlord's undertakings which amount is agreed to be a reasonable charge for Landlord services provided, however, no administrative charge shall be applicable to Real Estate Taxes.

Tenant's obligation for Additional Rent pursuant to this Paragraph 9 shall commence on the Lease Commencement Date and continue until the expiration of the Term, as it may be extended. Operating Expenses shall include, without limitation, the cost and expense of the following: Real Estate Taxes, assessments, utilities not separately metered, materials and supplies, sewer and debt retirement for the installation of utilities or the like, snow removal, ice salting, gardening, landscaping, planting, replanting and replacing flowers and shrubbery; contract and legal liability, public liability, property damage, boiler, loss of rent, umbrella, sign and fire insurance with such extended coverage and vandalism endorsements as Landlord may, from time to time, deem necessary, repairs to fascia, painting and decorating, signage, striping, lighting (including cost of electricity and maintenance and replacement of fixtures and bulbs), policing and regulating automobile and pedestrian traffic, sanitary control, traffic signals, extermination, sump maintenance and improvements, removal of rubbish, garbage and other refuse, security, security systems, machinery, equipment, vehicles and supplies used in the operation and maintenance of the Common Areas (including the costs of inspection and depreciation thereof), maintenance, repairs, replacements and refurbishing of mechanical, electrical, plumbing, roof and building components, repair and replacement of paving and blacktopping, curbs and walkways, drainage facilities, cleaning, cost of personnel involved in the management, maintenance and operation of the Center (including fringe benefits and workmen's compensation insurance covering personnel), management fees and other similar direct and indirect costs of the type incurred in the operation of comparable properties (none of the foregoing shall be deemed capital improvements). Operating Expenses shall not include (a) building depreciation, (b) mortgage interest and principal payment, (c) real estate brokers commissions paid with respect to the leasing of the Center and (d) income taxes.

At Landlord's option, Landlord may estimate all or any portion of the Operating Expenses for each Lease Year or Partial Lease Year and will notify Tenant of its proportionate share, one-twelfth (1/12) of which shall be paid monthly in advance along with the Basic Monthly Rent. In the event Landlord is required under any mortgage covering the Center to escrow any Real Estate Taxes, Insurance or other operating expense Landlord may, but shall not be required to, use the amount required to be so escrowed as a

basis for its estimate of the monthly installments due from Tenant hereunder. As often, and at such time as Landlord funds Tenant obligations hereunder, Landlord shall deliver to Tenant a statement for the Additional Rent due and payable by Tenant with respect to such estimated Operating Expenses, together with a statement of the computation thereof, however, Landlord's failure to provide such statement by the date provided hereinabove shall in no way excuse Tenant from its obligation to pay its pro rata share of such costs or constitute a waiver of Landlord's right to invoice and collect such pro rata share of Operating Expenses from Tenant in accordance with this Paragraph. If Additional Rent is due Landlord for Operating Expenses, Tenant shall, within seven (7) days following delivery of such statement, pay to Landlord the amount of such Additional Rent, less the portion thereof, if any, already paid on the estimated basis. If the amount previously paid hereunder for any Lease Year shall exceed the amount determined in Landlord's annual statement, the excess shall be credited to the installments of Additional Rent next maturing. If upon expiration of the Lease the amount of any estimated payments of Additional Rent made by Tenant with respect to the final Lease Year shall exceed the amount of Additional Rent payable by Tenant with respect to such final Lease Year, Landlord shall refund such excess to Tenant with the mailing of the final reconciled statement for Additional Rent. If Landlord shall receive a refund on account of any amount which Tenant has previously paid, Tenant shall be credited for the net amount received by Landlord after deduction for all expenses in connection therewith. Notwithstanding the foregoing, real estate taxes and hazard insurance premiums may be invoiced to Tenant at each obligation incurred date. Tenant acknowledges that in the Lease Year in which the term commences, the real estate tax component of Operating Expenses will cause Landlord's initial reconciliation to reflect a shortage in the Operating Expense Account for which the Tenant will be invoiced, to be paid within seven (7) days as set forth herein.

10. REAL ESTATE TAXES.

A. Payment of Real Estate Taxes. Landlord will pay all taxes, including, without limitation, for real estate and personal property owned by the Center, and assessments assessed, levied, confirmed or imposed upon the Center during the term of this Lease or any extensions. "Real Estate Taxes" shall be all (a) real property taxes and assessments which become due during the Lease Term or any extension (including installments of special assessments required to be paid during the Lease Year although levied prior to the Lease Term) and other charges which may be levied, assessed or charged against the Center; and (b) all other taxes and other charges imposed by the State in which the Premises are located, or any subdivision thereof which: (i) are enacted after the date of this Lease or, if previously enacted, are increased in any manner after the date of this Lease (but only to the extent of such increase); (ii) are a replacement of or in addition to all or any part of ad valorem taxes as sources of revenue, and (iii) are based in whole or in part upon the Center of which the Premises is a part or any interest therein or the ownership or operation thereof, or the rents, profits or other income therefrom.

B. Partial Lease Years. Real Estate Taxes and Assessments for the first and last years of the Term will be prorated between Landlord and Tenant so as to cause Tenant to be responsible for any tax or assessment installment attributable to the period during which Tenant's lease term has commenced. Partial Lease Years are years in which fewer than twelve months fall within a full Lease Year.

C. Tax Appeals. Landlord may at its option seek a reduction in the assessed valuation of the Buildings and land which make up the Center and/or contest any real estate taxes, assessments or other charges described in this Paragraph 10. All attorneys fees, costs and other expenses incurred as a result of a successful reduction (including any surety bond, cash deposit or other security reasonably satisfactory to Landlord) shall be deemed Real Estate Taxes payable. Any refunds received by Landlord as a result of any such contest shall be paid to Tenant (to the extent of Tenant's proportionate share) in an amount not to exceed the amount Tenant actually paid with respect to the amount refunded.

11. INSURANCE - LANDLORD.

Landlord will obtain and keep in force, during the term of this Lease and any extension, Special Form coverage insuring for property damage on a replacement cost basis and, general liability insurance for the Center naming Landlord and its mortgagee, if any, as loss payee(s) as their interests may appear and other parties that Landlord may designate as additional insureds for buildings and improvements now or after this date located in the Center. Landlord may elect to include and provide, as it deems appropriate, not limited to: boiler and machinery coverage, loss of rent insurance, umbrella liability insurance and workers' compensation insurance. Insurance premiums payable hereunder by Tenant shall be those premiums which apply to the Term or any partial Lease Year, whether paid or accrued prior to the commencement of the Term, during the Term or after the expiration of the Term, using the policy year for pro ration. The total insurance premium for each policy year is deemed payable in advance.

12. INSURANCE – TENANT.

Tenant, at its sole cost and expense, shall maintain at all times during the Term and any extension thereof, a comprehensive policy of general liability insurance in which the Landlord, Landlord's managing agents (LKS Howell, LLC, Newtowne Shopping Center & Signature Associates) and any mortgagee designated by Landlord, are named additional insureds with limits of not less than One Million Dollars (\$1,000,000.00) for a single occurrence, Two Million Dollars (\$2,000,000.00) in the aggregate, and Three Hundred Thousand (\$300,000.00) for damage to property. Such insurance, with deductibles in an amount reasonably satisfactory to Landlord, shall include a fire legal liability rider, and contractual liability coverage. Tenant shall deliver policies of such insurance, or certified copies thereof required by Landlord, and provide that the insurer will give Landlord not less than thirty (30) days prior written notice of the cancellation or change in any material term of the policy. All insurance provided for in this Paragraph may be in the form of a general coverage, floater policy, or so-called blanket policies which may be furnished by Tenant, Tenant's designee(s) or sublessee(s) designated in writing by Tenant. All policies of insurance required under this Paragraph shall be with a company or companies with a policy rating of A- or better and a financial rating of at least a Class XV in the most current edition of Best's Key Rating Guide and authorized to do business in the state in which the Premises are located.

Tenant will not do, nor permit to be done, anything to the Premises or on the Premises, including carrying any stock of goods or bringing anything into said Premises, or permit anything to be brought into, kept or used in said Premises which will in any way tend to increase the insurance rates on the Premises and/or the Center. Tenant agrees to pay as Additional Rent any increase in premiums for insurance that may be charged during the term of this Lease on the amount of insurance to be carried by Landlord on the Premises and/or Center resulting from any of the acts or occurrences as hereinabove stated in this Paragraph, whether or not Landlord has consented to the same.

13. ASSIGNMENT AND SUBLETTING.

Tenant may not assign this Lease or any interest therein or sublet the Premises or any part thereof without the prior written consent of Landlord. An existing tenant of the Center is not permitted to become a subtenant or assignee, nor may a proposed subtenant or assignee be a person or entity with whom Landlord or its agent has been or is then negotiating for space in the Center. In the event Landlord's consent is obtained, Tenant shall remain liable for all of its obligations under this Lease. One half of any sums and any other economic consideration received by or due to Tenant as a result of any subletting or which become due as the result of an assignment (except rental or other payments received which are reimbursement for the amortization of the cost of leasehold improvements made by Tenant as a requirement of the sublease), whether denominated as rent or otherwise, which exceed, in the aggregate, the total sums which Tenant is obligated to pay Landlord under this Lease (prorated, in the event of a partial sublease), shall be due and payable to Landlord as Additional Rent without affecting or reducing any obligation of Tenant hereunder. Tenant will pay to Landlord or its agent a processing and review fee of Two Hundred Fifty Dollars (\$250.00) for each such assignment or sub-lease submitted to Landlord for its review due at the time of submission.

14. MORTGAGE SUBORDINATION AND NON-DISTURBANCE.

A. Subordination and Non-Disturbance. Tenant acknowledges that this Lease is, and shall be subordinate to any mortgage covering the Center. The holder of any mortgage may also elect to have this Lease superior or subordinate to its mortgage, provided the mortgagee or trustee named in said mortgage or trust deed shall agree to recognize the lease interest of the Tenant so long as Tenant is not in default. If, in connection with financing for the Center of which the Premises is a part, the proposed lender shall request reasonable modifications of this Lease as a condition to such financing, Tenant shall not unreasonably withhold or delay its agreement to such modifications, provided that such modifications do not materially increase the obligations, or adversely affect the rights of Tenant under this Lease. Tenant shall attorn to any purchaser of the Premises at foreclosure sale as Landlord under this Lease subject to all of the terms and conditions of this Lease. Tenant shall, from time to time, within seven (7) days after request by Landlord, execute and deliver to Landlord a Non-Disturbance and Attornment Agreement in such form as Landlord may reasonably request.

B. Mortgagee Notification of Default. Anything in this Lease to the contrary notwithstanding, Tenant agrees that it will not terminate this Lease because of Landlord's default in the performance hereof until Tenant has first given written notice to Landlord and to the holder of any mortgage (provided tenant has been notified of such mortgagee's name and address) specifying the nature of any such default by Landlord and allowing Landlord and such mortgage holder, or either of them, thirty (30) days after receipt of such notice to cure such default or a reasonable period of time in addition thereto if circumstances are such that said default cannot reasonably be cured within said thirty (30) day period.

15. ESTOPPEL CERTIFICATES.

Tenant shall, within seven (7) days after request by Landlord, execute and deliver to Landlord an estoppel certificate confirming the existence of a valid lease. The certificate shall, among other things, identify the commencement and expiration dates of the Term, state that this Lease is unmodified and in full force and effect, or is in full force and effect as modified, stating the modifications, and confirm that Tenant does not claim that Landlord is in default, or specify the nature of any such claimed default. Tenant shall not be entitled to withhold such certificate on the basis of any claimed default by Landlord hereunder. The certificate also will confirm the amount of Minimum Monthly Rent at the date of the certificate, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent, if any. If Tenant fails to deliver the executed certificate to Landlord within the seven (7) day period, the accuracy of a Landlord executed certificate will be deemed conclusively confirmed as correct.

16. ACKNOWLEDGEMENTS BY TENANT.

Tenant covenants and agrees to execute and deliver upon demand such further instruments as may be required to carry out the intent of Paragraphs 14 and 15 above. Upon Tenant's failure or refusal to execute and deliver any such instruments within seven (7) days after Landlord's written request therefor, Tenant hereby irrevocably appoints Landlord its attorney-in-fact with full power and authority to execute and deliver such instrument(s) for and in the name of Tenant. In addition to the right of Landlord to act as attorney-in-fact for Tenant upon its failure to execute and deliver any such instrument(s) as provided herein, the Tenant shall be obligated to pay Two Hundred Dollars (\$200.00) per day, for each day beyond the seven (7) day period, provided the Tenant fails to deliver the Subordination and Non-Disturbance Agreement and/or Estoppel Letter as required in Paragraphs 14 and 15. Tenant acknowledges that the charge is not a penalty and that it best reflects the loss and expense incurred by the Landlord during the period that it is unable to consummate a mortgage or sale as a result of Tenant's failure or refusal to deliver the requested instrument(s) timely. Furthermore, Landlord may treat such failure as a Tenant default for which all Landlord remedies are available.

17. ACCESS BY LANDLORD.

Landlord and Landlord's mortgagee shall have the right to enter upon the Premises (upon 24-hours advance notice, except in the case of an emergency), at any reasonable time for the making of inspections, repairs, or alterations the Landlord may deem necessary, to exhibit the Premises to others, and for any purpose related to the safety, protection, operation, or improvement of the Center.

18. FIRE OR OTHER CASUALTY.

So long as Tenant is not in default and is in possession and doing business at the Premises, if the Premises is damaged or destroyed by fire or other casualty which is insured under standard fire and extended coverage insurance, to the extent insurance proceeds are available, and provided, Landlord's lender does not require such insurance proceeds (or a significant portion thereof) be applied to the mortgage debt, then, in that event, Landlord shall repair and restore the same with reasonable dispatch. If fire or other casualty makes the Premises untenable, rent shall abate pro rata in proportion to the area taken to the extent of untenability. If the casualty loss occurs within the last twenty-four (24) months of any Lease Term, renewal or extensions, Landlord, at its option, may elect not to rebuild or reconstruct the Premises, in which event, after a thirty (30) day written notice to the Tenant, this Lease will terminate at the expiration of the notice period and Tenant shall have re-delivered the Premises to Landlord, broom-clean. If the loss exceeds twenty-five percent (25%) of the Premises, or of the Center in square foot area, Landlord may elect to demolish the Premises and/or part or all of the Center and if Landlord so elects, whether or not the Premises have been damaged, this Lease may be terminated by Landlord upon thirty (30) days written notice to Tenant which will cause the termination to occur at the end of the notice period. If repair of the building is delayed by Tenant's failure to adjust its own insurance claim or to remove its equipment or property within a reasonable time, there shall be no abatement of rent during the period of such delay.

19. EMINENT DOMAIN.

If all of the Premises or the use and occupancy thereof are taken under the power of eminent domain, this Lease shall terminate at the time of such taking. If any portion of the Center or the use and occupancy thereof shall be taken under the power of eminent domain, Landlord may, at Landlord's sole option, at any time after the entry of the verdict or order for such taking, terminate this Lease on not less than thirty (30) days notice in writing to Tenant. If twenty-five percent (25%) or more of the Premises shall be taken and the remainder is unsuitable for Tenant's Use, Tenant may terminate this Lease by notice in writing to Landlord within thirty (30) days after the taking and, in such event, Tenant shall vacate within thirty (30) days after such termination; if Tenant does not terminate, rent shall be reduced in proportion to the area of the Premises taken. All damages and compensation awarded for any taking under the power of eminent domain shall belong to and be the property of Landlord whether such damage or compensation be awarded for the leasehold or the fee or other interest of Landlord or Tenant in the Premises.

20. WAIVER OF SUBROGATION.

Landlord and Tenant and their assignees hereby release each other and their respective agents and employees from any and all liability to each other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property or bodily or personal injuries caused by or resulting from risks insured against under fire or extended coverage casualty insurance carried by the parties hereto and in force at the time of any such loss or damage; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's policies contain a clause or endorsement to the effect that any such release shall not adversely affect or impair such policies or prejudice the right of the releasor to recover thereunder. Landlord and Tenant agree that they will request their respective insurance carriers to include in its policies such a clause or endorsement, and will include such a clause only so long as it is includable without additional cost, or if additional cost is chargeable therefor, only so long as the other party pays such additional cost. Each party

will notify the other of any such additional cost, and such other party at its election may pay the same, but shall not be obligated to do so.

21. COVENANTS TO HOLD HARMLESS.

Tenant shall indemnify and hold Landlord harmless from and against any and all claims, demands, actions, damages, liability and expenses in connection with the loss or damage to property, or for bodily or personal injuries to persons or loss of life or damage to property occurring in, on, or about, or arising out of, the Premises occasioned wholly or in part by any act or omission of Tenant, Tenant's agents, contractors or employees, except for those occasioned by the negligence or willful misconduct of Landlord, Landlord's agents, contractors or employees.

Landlord shall indemnify and hold Tenant harmless from and against any and all claims, demands, actions, damages, liability and expenses in connection with the loss or damage to property or injuries to persons or loss of life or damage to property arising in connection with the acts or omissions of Landlord, Landlord's agents, contractors or employees, or arising in connection with the use or operation of the Common Areas, except for those occasioned by the negligence or willful misconduct of Tenant or Tenant's agents, contractors or employees.

22. HAZARDOUS MATERIALS.

A. Definition. The term "hazardous materials" means any hazardous or toxic substance, material or waste, pollutant or contaminant which was, is or becomes regulated by any local government authority, the state in which the Premises is located, or the United State Government, including, without limitation, any material or substance which is (i) asbestos; (ii) designated as a "Hazardous Substance" pursuant to Section 311 of the Federal Water pollution Control Act, 33 U.S.C. 1317; (iii) defined as a Hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. ("RCRA"); (iv) defined as a "Hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601 et seq. ("CERCLA"); or, (v) designated as a "Hazardous material" pursuant to Section 1803 of the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq.

The term "Hazardous Materials" means any hazardous material as defined above, but not including any such substance, material or waste which is on the Premises on and prior to the Lease Commencement Date (except to the extent that such substances or materials are thereafter used in the ordinary course of Tenant's business during the Lease Term) or any such items placed or permitted to exist on the Premises by Landlord, its affiliates, successors (other than Tenant) and permitted assigns and their respective agents and employees, or any such items placed or permitted to exist on the Premises after the Lease Term.

The term "Material Contamination" means the presence or release (as defined in CERCLA) of any Hazardous Materials or unlawful contamination of the Premises however caused, the reporting, investigation, remediation or other response to which is required by environmental law.

B. Tenant's Covenants. Tenant shall not cause or permit any Hazardous Materials to be brought upon, kept or used in, on or about the Premises except Hazardous Materials as is or will be necessary to Tenant's business and will be transported, kept, stored, used, discharged, generated, released and disposed of in a manner that materially complies with all laws regulating any such Hazardous Materials. To the extent Tenant manages any other Hazardous Materials at the Premises, it will do so in compliance with all such laws. Tenant shall obtain and maintain any environmental permits, approvals, certificates or registrations required by any governmental agency in connection with its occupancy or operations at the Premises. Tenant will not install any underground storage tank, PCB containing equipment, or asbestos containing material at the Premises without the advance written permission of Landlord, and will not dispose or release any Hazardous Material on the Premises.

Tenant represents and warrants that it shall at all times comply with all state, federal, and local health, safety, environmental, hazardous waste and other similar laws and regulations, now established or promulgated during the term hereof, dealing with the storing, handling, usage, transport, and disposal of chemicals, pesticides, asbestos products, petroleum products or any other type of material, whether in the liquid, solid, or gaseous form, the use or misuse of which is, or becomes, regulated by any state, federal or local law or regulation or which could cause damage to property and/or harm to any person or the environment. Tenant shall immediately notify Landlord, in writing, of any release or discharge of any hazardous substance or of any notice or demand by Federal, State or local governmental action or investigation of Tenant's operations or the Premises for compliance with any of the above referenced laws.

Tenant shall and does hereby agree to indemnify, save, and hold Landlord harmless from and against any and all actions, claims, damages, costs, expenses of any kind, or liabilities including, without limitation, clean up, court costs and attorney's fees, which may result from Tenant's, its employees, agents, contractors, or licensees use or misuse, storage, handling, transport or disposal of any of the foregoing described substances. The provisions of this paragraph shall survive the expiration or termination of this Lease.

Tenant shall certify to Landlord, upon reasonable cause, at each annual anniversary date of this Lease and thirty (30) days prior to the termination of this Lease that Tenant is in compliance with the foregoing described laws. Landlord shall have the right to conduct an environmental audit of the Premises or any surrounding areas on an annual basis and upon expiration of the Term, the cost of which shall be paid for by Tenant. In the event upon expiration of the Term or Lease termination, there exists any hazardous material on the Premises or any immediately surrounding area, then at Landlord's option, Tenant shall be deemed to be holding over the Premises on a month-to-month basis in accordance with Paragraph 22, until such time as such contamination is remedied by Tenant and a favorable environmental certification is received by Landlord from any regulatory agency which has jurisdiction. The provisions of this Paragraph shall survive the Lease expiration or its termination.

C. Breach. Breach of any provision of Paragraph 22, shall be deemed material for which all Landlord remedies for Tenant default shall be available.

23. DAMAGE.

Landlord shall have no liability for any loss or damage that may be occasioned by or through the acts or omissions of others, including persons occupying other premises in the Center. Landlord shall have no liability for any loss or damage from water leakage from any source, or from leakage, overflow, stoppage or backing up or other condition of any facilities or utilities, or from fire, explosion of any other casualty, or for any loss or damage from any other cause whatsoever, including theft, unless such loss is occasioned solely by the unlawful act or omission of the Landlord, its agents or employees.

24. SURRENDER OF PREMISES.

On or before the expiration of the Term or upon earlier termination of this Lease with the written consent of Landlord, Tenant shall surrender the Premises to the Landlord by delivering the keys to the office of the Landlord, at this date. The Premises shall be in broom clean condition, and all of Tenant's alterations, additions, improvements and fixtures in good order and condition (reasonable wear and tear excepted), except for alterations, additions, improvements or fixtures that Tenant has the right to remove or is obligated to remove pursuant to Paragraph 8 hereof. Tenant shall remove all its trade fixtures and other removable personal property and perform all restoration made necessary by the removal of any such alterations, additions, improvements, fixtures or other property prior to the expiration of the Term. All property not removed shall be deemed to have been abandoned by Tenant and may be retained by Landlord as its sole property or removed and disposed of in such manner as Landlord may see fit, and Tenant shall be liable to Landlord for any and all costs and expenses incurred in connection with any such removal and disposal,

including court costs, attorneys' fees and storage charges for such property. If Tenant fails to surrender the Premises to Landlord at the expiration or earlier termination of the Term, in addition to the amounts payable pursuant to Paragraph 28, Tenant shall indemnify and hold Landlord harmless from all damages resulting from Tenant's failure to surrender the Premises, including, without limitation, claims made by a succeeding Tenant resulting therefrom.

25. HOLDING OVER.

In the event that, upon expiration of the Term or earlier termination of the lease with the written consent of Landlord, Tenant fails to surrender the Premises in accordance with the provisions of this lease, Tenant shall be deemed to be a Holdover Tenant. In the event Tenant holds over, absent a written agreement with Landlord to the contrary, the tenancy shall thereafter be from month-to-month, on the same terms and conditions as are herein set forth, except that the Minimum Monthly Rent shall be equal to one-hundred fifty percent (150%) of the expiring monthly rate, as scheduled in this Lease. Either Landlord or Tenant shall have the right to terminate Tenant's month-to-month tenancy with thirty (30) days written notice, to be sent certified mail, return receipt requested.

26. DELINQUENCY.

If Tenant fails to pay or perform any obligation of Tenant hereunder, Landlord may, at Landlord's option, pay or perform Tenant's obligation, in which event the amount expended by Landlord therefor shall be Additional Rent due and payable forthwith, plus Late Charges as provided in Paragraph 31.

27. BANKRUPTCY.

If the tenancy shall be taken in execution or by other process of law, or if Tenant shall file a petition in bankruptcy or insolvency, or if Tenant shall be declared bankrupt or insolvent, or if a receiver shall be appointed for Tenant's property, or if an assignment shall be made of Tenant's property for the benefit of creditors, Tenant shall be in default under this Lease, and, to the extent permitted by applicable law, Landlord shall be entitled to exercise any or all remedies set forth in Paragraph 28 of this Lease. This Lease shall be deemed to have been rejected and terminated unless the trustee or Tenant assumes this Lease within 60 days after the filing of a proceeding under the Federal bankruptcy laws or within such other time period as may be provided by the Bankruptcy Court. Tenant acknowledges that, in entering into this Lease, Landlord relied upon a determination that Tenant would be able to perform its obligations under the Lease and that the character of Tenant's occupancy and use of the Premises would be compatible with the character of the Center and the other tenants therein. No election by a trustee or Tenant to assume this Lease shall be effective unless the trustee or Tenant cures, or gives adequate assurance of a prompt cure of, any existing default, compensates or gives adequate assurance of compensation for any pecuniary loss incurred by Landlord arising out of any default of Tenant, and gives further assurance of future performance under this Lease, including but not limited to a reasonable security deposit as determined by Landlord. This Lease may be assigned by the trustee or Tenant only if Landlord and the intended assignee acknowledge in writing that the intended assignee's use of the Premises will not be dissimilar to Tenant's permitted and existing use hereunder, and that the assignee has provided further assurance of future performance of all of the terms and conditions of this Lease, including but not limited to the submission of satisfactory current, audited financial statements.

28. DEFAULT – TENANT.

A. Default; Notice; Remedies. If Tenant shall default in the payment of Rent or other amounts due hereunder, or in the performance of any other obligation of Tenant hereunder and such monetary default shall continue for seven (7) days after written notice to Tenant, or such non-monetary default shall continue for thirty (30) days after written notice to Tenant, or if the Premises are vacated, or if any of the events recited in Paragraph 22 shall occur, Landlord may, in addition to all other remedies permitted by law: (a)

terminate this Lease by notice to Tenant and recover Landlord's damages from Tenant; and (b) with or without terminating this Lease, reenter and repossess the Premises and remove and put out Tenant and each and every occupant, preserving Landlord's right of damages; provided, however, the termination of Tenant's possession of the Premises shall not terminate any of Tenant's obligations under this Lease, including, without limitation, the obligation to pay Rent. Any termination by Landlord pursuant to this paragraph shall be immediately effective and Landlord shall be entitled to forthwith commence an action in Summary Proceedings to recover possession of the Premises. Except as set forth herein, Tenant waives all notice in connection with such termination, including, without limitation, notice of intent to terminate, demand for possession or payment, and notice of re-entry. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from the Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorney fees, and including the worth (computed by discounting the future rent to become due hereunder to the date of termination at the rate of six percent [6%] per annum) at the time of such termination of the excess, if any, in the amount of rent and other charges reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from the Tenant to the Landlord. Landlord's damages shall include, without limitation, the cost of recovering possession of the Premises, reasonable attorneys' fees, unpaid Rent currently due, past due or due in the future, brokerage commissions, the Rent which would have accrued during any free rental period and the amount of any other rental concessions and, if Landlord incurred any costs or expenditures to fit the Premises to the needs of Tenant, Tenant agrees to reimburse Landlord such costs and expenditures, plus the estimated cost to Landlord of restoring the Premises to its original condition.

B. Releasing. In the event that Landlord elects to re-enter without terminating this Lease, Landlord may from time to time, without terminating this Lease, make such alteration and repairs as may be necessary in order to relet the Premises, and relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental and upon such other terms and conditions as Landlord in its sole discretion deems advisable. Upon each such reletting all rentals and other sums received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage commissions, attorneys' fees and costs of alterations and repairs; third, to the payment of Rent and other charges due from Tenant, and the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable. If the amount received or to be received from reletting shall be insufficient to pay the total amount remaining due from Tenant hereunder, Tenant shall immediately pay such deficiency to Landlord. Notwithstanding any reletting without termination of this Lease, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. In any action to collect any amount payable by Tenant hereunder, Landlord shall have rights and powers equal to those granted to any other type of creditor, or a trustee in bankruptcy, under any law of the United States or the State of Michigan, whether or not such creditor or trustee exists. Notwithstanding anything herein contained to the contrary, if Tenant shall be in default in the performance of any non-monetary obligation of this Lease and such default shall continue for thirty (30) days after written notice to Tenant (no notice or opportunity to cure shall be required if an emergency exists), then Landlord may, in addition to its other remedies, cure such default at the cost and expense of Tenant and the sums so expended by Landlord, plus interest at two percent (2%) over the Prime Rate of Comerica Bank, shall be deemed to be Additional Rent and shall be paid by Tenant on the day when Rent shall next become due. No receipt of money by Landlord from Tenant after the termination of this Lease shall reinstate, continue or extend the Term, nor affect or waive any notice given by Landlord to Tenant prior to such receipt of money.

C. Repayment of Free Rent. In the event Tenant defaults under any provision of this Lease and fails to cure such default within any cure period provided, then and in that event, the Tenant shall forthwith become obligated to pay any amount which has been set aside as a "rent-free" period. If Tenant fails to pay the amount due pursuant to this provision within seven (7) days of Landlord's written demand, Landlord shall be entitled to all remedies available for Tenant default as provided in this Lease.

D. Right to Terminate. In the event Tenant defaults in the payment of rent or any other charge provided for in this Lease on three (3) or more occasions within any twelve month period, such default shall be deemed material, giving rise to the right of the Landlord, but not the obligation, to terminate the Tenant's Lease upon written notice, certified mail, return receipt requested, in which event, Tenant shall remove itself and its owned contents within thirty (30) days after receipt of such notice; failing so to do, the Landlord may commence the appropriate legal proceedings to enforce this provision.

29. **DEFAULT – LANDLORD.**

If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, Tenant may recover its actual, out-of-pocket damages. Landlord's members, partners, agents, employees and any other persons holding interests under or through Landlord shall not be liable for any damages claimed to be due by Tenant *→ grounded in contract*

including attorney fees

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30. **RIGHT TO JURY TRIAL.**

LANDLORD AND TENANT WAIVE THEIR RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, EACH AGAINST THE OTHER, OR WITH RESPECT TO ANY ISSUE OR DEFENSE RAISED THEREIN, INCLUDING THE RIGHT TO AN ADVISORY JURY (EXCEPT FOR PERSONAL INJURY OR PROPERTY DAMAGE), ON ANY MATTERS WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE AND OCCUPANCY WITHIN SAID PREMISES, INCLUDING SUMMARY PROCEEDINGS AND POSSESSORY ACTIONS, AND ANY EMERGENCY STATUTORY OR OTHER STATUTORY REMEDY.

31. **INTEREST AND DELINQUENCY CHARGES.**

Tenant acknowledges that late payment by the Tenant of the Minimum Monthly Rent or Additional Rent which become due hereunder will cause the Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impractical to fix with certainty. Such costs include, without limitation, processing and accounting charges, late charges that may be imposed by the Landlord's bank as the result of "returned items", and additional interest imposed upon the Landlord by the terms of any borrowings and mortgage obligations, new borrowings which become necessary to fund Landlord's obligation by reason of Tenant's default. Therefore, if any amount due from Tenant is not received by the Landlord within seven (7) days after the due date thereof as set forth in this Lease, or in the event payment is received by check which is dishonored by the Tenant's bank, Tenant shall pay to the Landlord (in addition to the interest set forth herein) an amount equal to five percent (5%) of the total amount due to Landlord at such time (but not less than One Hundred Dollars [\$100.00] ["Late Charge"]). Such Late Charge will be due and payable as Additional Rent upon demand from Landlord or, on or before the next rent due date, whichever occurs first. Any rent, late charges, or other sums payable by Tenant to Landlord under this Lease which are not paid within seven (7) days after the same shall become due, will also bear interest at a per annum rate equal to two percent (2%) above the effective prime rate announced as such by Comerica Bank (the "Default Rate") from the date when the Rent, Late Charge or other sums became due, but in any event not in excess of the maximum interest rate permitted by law. The parties agree that the Late Charge represent a fair and reasonable estimate of costs that the Landlord may or will incur by reason of the Tenant's late payment. Payment of any such late charge shall not excuse, cure or constitute a waiver of any default nor prevent the Landlord from exercising any of its rights and/or remedies otherwise available to it under the terms of this Lease.

32. **WAIVER.**

No default in the payment of Rent or any other amount set forth herein, nor the failure of Landlord to enforce the provisions of this Lease upon any default by Tenant shall be construed as creating a custom of

deferring payment or as modifying in any way the terms of this Lease or as a waiver of Landlord's right to terminate or cancel, or otherwise to enforce the provisions hereof. No express waiver by Landlord of any provision, condition, or term shall affect any other than the provisions, condition or term specified, and then only as specifically stated, and shall not be deemed to constitute a subsequent waiver of such provisions, condition or term. No breach of a covenant or condition of this Lease shall be deemed to have been waived by Landlord, unless in writing by Landlord.

33. INTENTIONALLY OMITTED.

34. LEGAL EXPENSES.

In the event proceedings shall be brought by either party for breach of any lease covenant and/or to enforce any provision of this Lease, the non-prevailing party shall pay to the other all reasonable expenses incurred therefor, including any reasonable attorneys fees. Landlord shall be entitled to reimbursement for all reasonable attorneys fees and any and all direct and indirect costs incurred preparatory to commencement of legal proceedings to enforce the terms hereof notwithstanding such proceedings may not have commenced.

35. INTENTIONALLY OMITTED

36. NOTICES.

All notices provided herein shall be in writing. A notice (including a notice of default) to and by either Landlord or Tenant shall be delivered to the address of Landlord or Tenant as the case may be as set forth hereinabove on page one (1) or to the Premises by certified mail, return receipt requested, or express overnight delivery (i.e. Federal Express or DHL) or by hand delivery. Service shall be deemed conclusively made on the second (2nd) day after posting in U.S. mails, the day following overnight delivery or the day of hand delivery, as the case may be.

37. SIGNS AND ADVERTISING.

Tenant will, at its cost, have installed within three (3) months of the date hereof, signage approved by Landlord in writing as permitted by local code and ordinance, in conformance with Landlord's sign specifications set forth in Exhibit B attached hereto. Tenant shall not erect or install any exterior or interior roof, wall, window or door signs, advertising media, lettering or placards without the prior written consent of Landlord, not to be unreasonably withheld. Landlord reserves the right to the use of the exterior walls and roof of the Center and the right to designate and redesignate the location of all exterior and pylon signs in the Center. Tenant agrees not to use any advertising media that shall be deemed objectionable to Landlord or other tenants, such as search lights, flashing lights, loudspeakers, phonographs or radio broadcasts in a manner to be seen or heard outside the Premises. Tenant shall not install any exterior lighting or plumbing fixtures, shades or awnings, any exterior decorations or painting, or build any fences or make any changes to the Center without the prior written consent of Landlord.

38. NAME AND ADDRESS OF THE CENTER.

Landlord reserves the right to change the name or street address of the Center or the address of the Premises.

39. BROKER.

Except for the person or company listed on page one (1) as "Broker", for which Landlord shall be responsible, each party hereto represents that it has had no dealings with any real estate broker, finder or other person with respect to this Lease in any manner. Each party hereto shall indemnify and hold the other

party harmless from all damages resulting from any claim which may be asserted against the other party by any broker, finder or other person with whom the indemnifying party has or purportedly has dealt.

40. VEHICULAR PARKING.

A. *Parking Rights.* Tenant and its employees shall have the right to use in common with the other Tenants of the Center, their employees, patron and invitees, the parking areas provided in the Center, subject, however, to such reasonable rules and regulations as Landlord has adopted or may hereafter adopt. Landlord may designate certain parking areas set aside for tenants, their employees, contractors and licensees. Landlord may recover damages sustained by Landlord for Tenant's failure to park as regulations provide. Tenant and its licensees, agents, and employees shall use, in common with other Tenants of the Center, only those sections of the common areas specifically set aside for Tenant parking. The parking spaces shall be used only for parking by vehicles no larger than full size passenger automobiles, vans, or pick-up trucks. Tenant shall not permit any vehicles owned or controlled by Tenant, its employees, suppliers, shippers, licensees or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities, nor permit or allow any vehicle to remain parked overnight, except in the case of emergency.

B. *Enforcement.* In the event Tenant or its licensees, agents or employees fail to park their vehicles in the designated areas, then Landlord may, at its option, cause any such car to be towed from the Center and Tenant shall reimburse Landlord for costs upon demand and otherwise indemnify and hold Landlord harmless with respect thereto. Upon Landlord's request Tenant agrees to furnish to Landlord the automobile license numbers assigned to it and the cars of all its employees. Tenant shall be responsible for any violation by its employees of the provisions of this Paragraph. It is agreed that a fair charge assessed to Tenant, not as a penalty, for violation of this covenant, which is otherwise difficult to measure, shall be \$200 per day when, and as often as any single violation of this provision shall occur if violation is not corrected within two hours of notice.

41. RE-RENTING.

For the period commencing one-hundred eighty (180) days prior to the termination of the Term of this Lease, Landlord may show the Premises to prospective tenants upon prior reasonable notice, and may display in or about the building the usual and ordinary "TO RENT/LEASE" signs.

42. FORCE MAJEURE.

In the event that either party hereto shall be delayed or hindered or prevented from performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war or reasons of a similar nature, not the fault of the party delayed in performing the work or doing the acts requires under the terms of this Lease, other causes beyond the control of the party so delayed, then the performance of such act shall be excused for the period of the delay (not greater than ninety [90] days) caused by the foregoing. Failure or inability of Landlord, despite its reasonably prompt and diligent efforts to settle and obtain insurance proceeds to which it is entitled, shall constitute a force majeure delay for purposes of Landlord's obligations under this Lease. The provisions of this Article shall not excuse Landlord from the timely delivery of possession of the Premises. Financial inability shall not excuse performance by either party.

43. GARBAGE CONTAINERS.

Tenant agrees to supply, pay for and maintain its own garbage container with a minimum pickup schedule to maintain a clean and orderly area. Notwithstanding the foregoing, if Landlord elects to provide garbage containers and/or pickup service Tenant agrees to pay for its pro-rata share of the cost of such

containers and/or service as an Operating Expense charge. All garbage containers shall be kept covered and shall be kept in such locations as Landlord may designate.

44. LANDLORD'S USE OF THE COMMON AREAS.

Landlord reserves the right, from time to time, to utilize portions of the Common Areas for exhibits, entertainment, displays or product shows, the placement of kiosks, or such other uses in Landlord's judgment will attract the purchasing public. Further, Landlord reserves the right to utilize the lighting standards and other parts of the Common Areas for advertising purposes.

45. EXECUTION OF LEASE.

If either party hereto is a partnership, co-partnership or other joint venture or association, the individual executing this Lease on behalf of such entity warrants and represents that such entity is validly organized and existing and authorized to do business under the laws of the State of Michigan, that the form of entity has full power and lawful authority to enter into this Lease in the manner and form herein set forth, and that the execution of this Lease by such individual is proper and sufficient to legally bind such entity in accordance with the terms and conditions hereof. If Tenant consists of more than one person or entity, then the obligations imposed on Tenant shall be joint and several.

46. RIGHT TO RELOCATE.

Landlord hereby reserves the right at any time prior to or during the Term hereof to change the location of the Premises in the Center, as the same may be expanded from time to time, provided such relocated Premises (the "Relocated Premises") shall contain at least the same number of square feet as the original Premises. In the event Landlord elects to exercise such right, it shall so advise Tenant by sixty (60) days prior written notice (the "Notice"), and Tenant hereby agrees to be bound by such election and, further, to execute, upon receipt from Landlord, whatever amendments or other instruments as may be required to correctly reflect the foregoing; provided, however, if Tenant notifies Landlord within five (5) days of receipt of the Notice that Tenant does not wish to relocate to the Relocated Premises ("Tenant's Objection") and if Landlord notifies Tenant within five (5) days after receipt of Tenant's Objection that Landlord will not rescind the Notice ("Second Notice"), Tenant may terminate the Lease within five (5) days after receipt of Landlord's Second Notice. If Tenant elects to terminate the Lease as provided in this Section, Tenant shall vacate the Premises within thirty five (35) days after Landlord's Second Notice. Failure of Landlord to send Landlord's Second Notice within five (5) days after receipt of Tenant's Objection shall be deemed a rescission of the Notice. Landlord shall pay the costs of renovating the relocated Premises so that the same are comparable to the original Premises (including leasehold improvements) and of moving and reinstalling Tenant's fixtures and exterior sign. Landlord shall have no further or additional obligations in connection therewith.

47. OPTIONS TO RENEW.

A. Option. Provided Tenant is not in default at the date for exercise, Landlord grants to Tenant the right and option to extend the Term of this Lease for two (2) consecutive periods of five (5) years each (the "Options") upon the same terms and condition except for Minimum Monthly Rent as set forth below. Tenant must notify Landlord of its exercise of each Option in accordance with the notice provisions herein not less than one hundred eighty (180) days prior to the expiration of the preceding Term of this Lease. Failure to give timely notice shall extinguish all remaining Options. The Options are personal to the Tenant and may not be assigned or transferred to any assignee or transferee. This Option shall automatically terminate and become null and void upon the assignment of this Lease by Tenant or the sublet of the Premises, or any portion thereof.

A. Terms. The extended terms shall be on the same terms, covenants, and conditions as the expiring Term, except that the Minimum Monthly Rent shall be as follows:

Option 1

Year 1 - \$1,653.91/Month
Year 2 - \$1,703.53/Month
Year 3 - \$1,754.64/Month
Year 4 - \$1,807.28/Month
Year 5 - \$1,862.49/Month

Option 2

Year 1 - \$1,917.34/Month
Year 2 - \$1,974.86/Month
Year 3 - \$2,034.10/Month
Year 4 - \$2,095.13/Month
Year 5 - \$2,157.98/Month

48. MISCELLANEOUS.

A. Interpretation and Use of Pronouns. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any other third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

B. Laws of the State of Michigan. This Lease shall be governed by and construed in accordance with the laws of the State of Michigan. The unenforceability, invalidity or illegality of any term or provision of this Lease shall not render any other term or provision unenforceable, invalid, or illegal.

C. Binding Effect. This Lease shall inure to the benefit of the successors, assigns, heirs, transferees, and administrators of Landlord and Tenant. The invalidity of any provision of this Lease shall not affect the validity and enforceability of any other provision or of the same provision in any other respect. This Lease may only be amended by written agreement signed by both Landlord and Tenant.

D. Cumulative Rights. The rights and remedies provided herein shall be cumulative and shall not be exclusive of any other rights or remedies or any rights or remedies provided by law. One or more waivers of any covenant, term, condition or provision of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term, condition or provision, and the consent or approval by Landlord to or of any act by Tenant shall not be deemed a waiver of Landlord's consent or approval to or of any subsequent similar act by Tenant.

E. Entire Agreement. All of the agreements, conditions, covenants, terms, warranties, understandings, obligations, limitations, representations, and provisions of this lease of the premises or the Tenant's occupancy in the Center are expressly contained in this Lease, and none shall be implied.

F. Written Amendment. This Lease may be amended only by subsequent written instrument signed by the Landlord and Tenant.

G. Time is of the Essence. The parties agree that time is of the essence.

H. No Inducement; Independent Investigation. Tenant acknowledges and agrees that no prior information provided or statements made by the Landlord or its agent(s), including, without limitation, financial matters and matters related to: (i) any of the other tenants expected in the Center; (ii) the Center; or (iii) the number or types of tenants in the Center, have in any way induced the Tenant to enter into this Lease. The Tenant acknowledges it has conducted its own independent inquiry and investigation of all matters related to the Center, including, but not limited to, its tenancies and the surrounding area.


I. Counterparts. This Lease may be executed by the parties on separate counterparts or separate signature pages, all of which, taken together, shall constitute one and the same instrument.

Photocopies of signatures and signatures delivered electronically or by facsimile shall be deemed to be originals for purposes of enforcement of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

"TENANT"
MEXICALI ALLIES, LLC
a Michigan limited liability company

"LANDLORD"
LKS HOWELL, LLC
a Michigan limited liability company

By: _____
 
 Sandra J. Blake

By: _____
 Lawrence Shaevsky

Its: _____

Its: Authorized Representative

GUARANTY

The undersigned, Sandra J. Blake whose address is 2077 Balmoral, Brighton, Michigan 48114, in consideration of the leasing of the leased premises described in that certain Lease (hereinafter referred to as the "Lease"), dated ____, 2018, between LKS HOWELL, LLC, a Michigan limited liability company, whose address is One Towne Square, Suite 1200, Southfield, Michigan 48076, as Landlord (hereinafter referred to as "Landlord"), and Mexicali Allies, LLC, a Michigan limited liability company, whose address is 2608 E. Grand River Avenue, Howell, Michigan 48843, as Tenant (hereinafter referred to as "Tenant"), does hereby covenant and agree as follows:

The undersigned does hereby guarantee the full, faithful and timely payment and performance by Tenant of all of the payments, covenants and other obligations of Tenant under or pursuant to the Lease. If Tenant shall default at any time in the payment of any rent or any other sums, costs or charges whatsoever, or in the performance of any of the other covenants and obligations of Tenant, under or pursuant to the Lease, then the undersigned, at its expense, shall on demand of Landlord fully and promptly, and well and truly, pay all rent, sums, costs and charges to be paid by Tenant, and perform all the other covenants and obligations to be performed by Tenant, under or pursuant to the Lease, and in addition shall on Landlord's demand pay to Landlord any and all sums due to Landlord, including (without limitation) all interest on past due obligations of Tenant, costs advanced by Landlord, and damages and all expenses (including attorneys' fees and litigation costs), that may arise in consequence of Tenant's default. The undersigned hereby waives all requirements of notice of the acceptance of this Guaranty and all requirements of notice of breach or nonperformance by Tenant.

The obligations of the undersigned hereunder are independent of the obligations of Tenant. A separate action or actions may, at Landlord's option, be brought and prosecuted against the undersigned, whether or not any action is first or subsequently brought against Tenant, or whether or not Tenant is joined in any such action, and the undersigned may be joined in any action or proceeding commenced by Landlord against Tenant arising out of, in connection with or based upon the Lease. The undersigned waives any right to require Landlord to proceed against Tenant or pursue any other remedy in Landlord's power whatsoever, any right to complain of delay in the enforcement of Landlord's rights under the Lease, and any demand by Landlord and/or prior action by Landlord of any nature whatsoever against Tenant, or otherwise.

This Guaranty shall remain and continue in full force and effect and shall not be discharged in whole or in part notwithstanding (whether prior or subsequent to the execution hereof) any alteration, renewal, extension, modification, amendment or assignment of, or subletting, concession, franchising, licensing or permitting under the Lease. The undersigned hereby waives notices of any of the foregoing, and agrees that the liability of the undersigned hereunder shall be based upon the obligations of Tenant set forth in the Lease as the same may be altered, renewed, extended, modified, amended or assigned. For the purpose of this Guaranty and the obligations and liabilities of the undersigned hereunder, "Tenant" shall be deemed to include any and all licensees, assignees, subtenants, permittees or others directly or indirectly operating or conducting a business in or from the Premises, as fully as if any of the same were the named Tenant under the Lease.

The undersigned's obligations hereunder shall remain fully binding although Landlord may have waived one or more defaults by Tenant, extended the time of performance by Tenant, released, returned or misapplied other collateral at any time given as security for Tenant's obligations (including other guaranties) and/or released Tenant from the performance of its obligations under the Lease.

This Guaranty shall remain in full force and effect notwithstanding the institution by or against Tenant, of bankruptcy, reorganization, readjustment, receivership or insolvency proceedings of any nature, or the disaffirmance of the Lease in any such proceedings or otherwise.

If this Guaranty is signed by more than one party, their obligations shall be joint and several, and the release of one of such guarantors shall not release any other of such guarantors.

Neuter terms should also refer, where applicable, to the feminine gender and the masculine gender; the singular reference shall also include the plural of any word if the context so requires.

This Guaranty shall be applicable to and binding upon the heirs, executors, administrators, representatives, successors and assigns of Landlord, Tenant and the undersigned. Landlord may, without notice, assign this Guaranty in whole or in part.

In the event that Landlord should institute any suit against the undersigned for violation of or to enforce any of the covenants or conditions of this Guaranty or to enforce any right of Landlord hereunder, or should the undersigned institute any suit against Landlord arising out of or in connection with this Guaranty, or should either party institute a suit against the other for a declaration of rights hereunder, or should either party intervene in any suit in which the other is a party to enforce or protect its interest or rights hereunder, the prevailing party in any such suit shall be entitled to the fees of its attorney(s) in the reasonable amount thereof, to be determined by the court and taxed as a part of the costs therein.

The execution of this Guaranty prior to execution of the Lease shall not invalidate this Guaranty or lessen the obligations of Guarantor(s) hereunder.


Upon Landlord's written request, but not more than once annually, the undersigned shall promptly furnish Landlord (in any event, within twenty (20) days of request), from time to time, with financial statements (including, without limitation, operating statements including an annual profit and loss statement for the individual store unit covered by the Lease) reflecting the undersigned's current financial condition, and written evidence of ownership of managing and controlling interests in the undersigned and in any entities which directly or indirectly control or manage the undersigned.

The undersigned shall, without charge and within twenty (20) days after any request of Landlord, certify in writing to any person specified in such request, as to the existence, amendment, validity of this Guaranty, the existence of any default or counterclaim hereunder or under the Lease and any other matter reasonably requested. Any such certificate may be relied upon by any party requesting it and by any person to whom the same may be exhibited.

Notwithstanding anything to the contrary contained in the Guaranty, the liability of the undersigned under this Guaranty at any time or times the undersigned is required to pay and perform its obligations under the Guaranty shall be limited to an amount equal the rental and other charges payable pursuant to the Lease for any twelve (12) month period.

This Guaranty is made pursuant to, and shall be interpreted and applied in accordance with, the laws of the State of Michigan.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty this ____ day of June, 2018.



Sandra J. Blake

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this ____ day of June, 2018, before me personally appeared Sandra J. Blake to me known to be the person who executed the foregoing Guaranty and acknowledged before me that he did execute same.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

Exhibit A

RULES AND REGULATIONS

1. Except as otherwise stated in the Lease, Tenant shall not, without prior written consent of Landlord (i) paint, decorate or make any changes to the store front of the Leased Premises; or (ii) install any exterior lighting, awning or protrusions, signs, advertising matter, decoration or painting visible from the exterior of the Leased Premises or any coverings on exterior windows and doors, excepting only dignified displays of customary type in store windows. If Landlord objects in writing to any of the foregoing, Tenant shall immediately discontinue such use.
2. Tenant shall not (i) conduct or permit any fire, bankruptcy or auction sale (whether real or fictitious) unless directed by order of a court of competent jurisdiction, or conduct or permit any legitimate or fictitious "Going Out of Business" sale nor represent or advertise that it regularly or customarily sells merchandise at "manufacturer's", "distributor's", or "wholesale", "warehouse", or similar prices or other than at "off-price" or at "retail" prices; (ii) without Landlord's prior written consent, use, or permit to be used, the sidewalks adjacent to such Leased Premises, or any other area outside the Leased Premises for solicitation or for the sale or display of any merchandise or for any other business, occupation or undertaking, or for outdoor public meetings, circus or other entertainment (except for promotional activities in cooperation with the management of the Shopping Center or an association of merchants within the Shopping Center); (iii) use or permit to be used any sound broadcasting or amplifying device which can be heard outside of the Leased Premises or any flickering lights; or (iv) use or permit to be used any portion of the Leased Premises for any unlawful purpose or use or permit the use of any portion of the Leased Premises as regular living quarters, sleeping apartments or lodging rooms or for the conduct of any manufacturing business.
3. Tenant shall at all times keep the Leased Premises at a temperature sufficiently high to prevent freezing of water pipes and fixtures. Tenant shall not nor shall Tenant at any time, permit any occupant of the Leased Premises to: (i) use, operate or maintain the Leased Premises in such manner that any rates for any insurance carried by Landlord, or the occupant of any Leased Premises within the Shopping Center, shall thereby be increased; or (ii) commit waste, perform any acts or carry on any practices which may injure the Shopping Center or be a nuisance or menace to other tenants in the Shopping Center.
4. Tenant shall not obstruct any sidewalks, passages, exits, entrances, truck ways, loading docks, package pick-up stations, or pedestrian sidewalks and ramps of the Shopping Center. No tenant and no employee or invitee of any tenant shall go upon the roof of the Shopping Center without notifying the Landlord.
5. Landlord will furnish Tenant free of charge with two keys to each door lock in the Leased Premises. Landlord may make a reasonable charge for any additional keys. Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys of all doors which have been furnished to Tenant, and in the event of loss of any keys so furnished, shall pay Landlord therefor.
6. If Tenant requires telegraphic, telephonic, burglar alarm or similar services, it shall first obtain and comply with Landlord's instructions in their installation.
7. Tenant shall not place a load upon any floor, which exceeds the designed load per square foot or the load permitted by law. Heavy objects shall stand on such platforms as determined by Landlord to be necessary to properly distribute the weight. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of Tenant's store or to any other space to such a degree as to be objectionable to Landlord or to any tenants shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other similar devices. Landlord will not be responsible for loss of, or damage to, any equipment or other property from any cause, and

all damage done to the Shopping Center by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.

8. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed. No foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or invitees, shall have caused it.
9. Except as otherwise stated in the Lease, Tenant shall not install any radio or television antenna, loudspeaker or other device on the roof or exterior walls of Tenant's store. Tenant shall not interfere with radio or television broadcasting or reception from or in the Shopping Center or elsewhere.
10. Except as approved by Landlord, Tenant shall not damage partitions, woodwork or walls or in any way deface the Leased Premises. Tenant shall not cut or bore holes for wires. Tenant shall not affix any floor covering to the floor of the Leased Premises in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.
11. Tenant shall store all its trash and garbage in containers within its Leased Premises and/or in the portion of the Common areas designated by Landlord. Tenant shall not place in any trash box or receptacle any material, which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Landlord.
12. Intentionally omitted.
13. Tenant shall not use in any space any hand trucks except those equipped with rubber tires and side guards or such other material-handling equipment as Landlord may approve. Tenant shall not bring any other vehicles of any kind into Tenant's store.
14. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.
15. All loading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Landlord. The delivery or shipping of merchandise, supplies and fixtures to and from the Leased Premises shall be subject to such rules and regulations as in the judgment of the Landlord are necessary for the proper operation of the Leased Premises or the Shopping Center.
16. Tenant and Tenant's employees shall park their cars only in such portion of the parking area designated for those purposes by the Landlord, if any. Tenant shall furnish Landlord with state automobile license numbers assigned to Tenant's employees if so requested by Landlord. In the event that the Tenant or its employees fail to park their cars in designated parking areas as aforesaid, then the Landlord, at its option, shall charge the Tenant Ten Dollars (\$10.00) per day or partial day per car parked in any area other than that designated.
17. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Shopping Center.
18. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of premises in the Shopping Center. The terms of the Lease shall take precedence over these Rules and Regulations.

19. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.
20. Tenant shall use, at Tenant's cost, such pest extermination contractor as Landlord may direct and at such reasonable intervals as Landlord may require.
21. No vehicle shall be permitted to remain parked overnight in any area of the Shopping Center, whether loaded, unloaded or partially loaded. No parking shall be permitted of any trailer, truck or other vehicle in any area of the shopping Center at any time for purposes of advertising or promotion without Landlord's written permission.

Tenant agrees to comply with all additional and supplemental Rules and Regulations upon notice of same from Landlord.

Exhibit B

SIGN SPECIFICATIONS

1. The design, size, materials and location of all signs must be approved by the Landlord whose decision in such matters shall be final. Signs shall be made up of individual or script type dimensional letters, backlighted or internally illuminated and mounted on a metal raceway not to exceed 6 inches square in cross section which shall be painted to match the color of the background material of the building to which it is mounted. Tenant shall submit drawings for written approval of Landlord or Landlord's architect prior to Tenant's installation of any sign.

2. Tenant may have its business name, address and business hours applied to the front and service doors, as applicable, using professionally and individually painted white, Helvetica style letters not to exceed 2 1/2 inches in height. No other type of signage will be permitted for this purpose.

3. As often, and at such time as the Landlord shall elect, at its cost, to remodel and/or reface the Center within which the premises demised hereunder are located, Landlord shall have the option to remove Tenant's existing signage and require new signage to conform to Landlord's then current signage requirements. Landlord will replace Tenant's sign at such time as the remodel and/or reface of the Center is complete.

4. At the expiration of the Lease term or any extension thereof, Tenant will, at its cost, remove its signage and repair any damage sustained to the fascia as a result of the removal, including, but not limited to, filling holes and repainting any discolored portions of the fascia.

5. If the Landlord elects to make alternations, additions, or changes to the Center within which the Premises are located, Tenant, at its sole cost and expense, upon Landlord's request agrees to (i) remove its exterior signage and provide temporary signage during the period of Landlord's construction period and, upon completion, the Tenant will place new signage to conform to the Landlord's signage criteria then in effect, provided such requirements are uniformly applied; (ii) the Tenant's new signage shall at all times comply with all applicable ordinances and statutes.

MEMORANDUM

TO: Township Board

FROM: Michael Archinal 

DATE: 7/11/2018

RE: Gary Old Sanitary Sewer Request

We have received a request to extend sanitary sewer to property located on Chilson Road adjacent to the Lakeshore Village Apartment expansion. Several years ago we were made aware of very heavy soils on this property. When the sanitary for Lakeshore Village was installed an 8" stub was included to potentially serve this property. The property owner would like to serve parcels 2, 3 and 4 identified on the survey. As the property lies outside of the Genoa-Oceola sanitary sewer district Board action is necessary.

Generally when we consider expansions to the area served by sewer we consider the system's ability to serve the area and whether any unwanted precedents will be set. In this case the impact will be very minor and there are not any nearby properties with development potential.

The property owner is aware that he would be responsible for the costs associated with the installation and a connection fee. Those costs include:

- Construction Plan Review
- Permit fees (County DEQ et.al.)
- Engineering costs
- Approximately \$100 per L.F. for pipe installation
- Granting of a 25' easement
- Approximately \$7,500 for an additional manhole
- Connection fees of \$7,200 per home

Please consider the following action:

Moved by _____, supported by _____, to allow connection to the G-O Sanitary Sewer System for tax parcels 4711-06-400-017, 4711-06-400-018 and 4711-06-400-019.



LIVINGSTON COUNTY DEPARTMENT OF PUBLIC HEALTH

2300 East Grand River Avenue, Suite 102, Howell, Michigan 48843-7578

www.lchd.org

ADMINISTRATION
517-546-9850

Fax: 517-546-6995

PERSONAL HEALTH
517-546-9850

Fax: 517-546-6995

ENVIRONMENTAL HEALTH
517-546-9858

Fax: 517-546-9853

Administrative Appeal #A120-2002

Date: November 7, 2002

Appellant: Geof Gelina

Location: Parcel 2, +/- 1.1 acres located at 715 Chilson Rd., Section 6, Genoa Township

Variance Requested: Section 301.14 (C1)

Date of Appeal: November 7, 2002

Present: Ted Westmeier, Health Officer
David Lucik, LCDPH
John Wilson, LCDPH
Randy Meek
James Paquette

Conditions:

The Appellant is requesting a variance to construct an onsite sewage disposal system to serve a new single family home and is requesting the variance to be allowed to remove all the unsuitable soils down to the suitable soils encountered at approximately +/- 16 ft. A site investigation conducted by Staff of the Livingston County Health Department revealed suitable soils to be encountered at depths of approximately +/- 16 ft. The Livingston County Sanitary Code requires that Staff not be permitted to approve the site if the suitable soils are not encountered within the upper 12 ft. Therefore, Staff of the Livingston County Health Department was unable to approve the site for development.

Findings:

WHEREAS, the above named Appeal was heard in the office of the Livingston County Department of Public Health on November 7, 2002, and

WHEREAS, testimony was heard from all parties concerned, and

WHEREAS, suitable soil exists for the construction of an onsite sewage disposal system at approximately +/- 16 ft., and



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517-546-9858

Fax: 517-546-8995

Fax: 517-546-8995

Fax: 517-546-9853

Administrative Appeal #A121-2002

Date: November 7, 2002

Appellant: Geof Gelina

Location: Parcel 3, +/- 1.1 acres located at 715 Chilson Rd., Section 6, Genoa Township

Variance Requested: Section 301.14 (C1)

Date of Appeal: November 7, 2002

Present: Ted Westmeier, Health Officer
David Lucik, LCDPH
John Wilson, LCDPH
Randy Meek
James Paquette

Conditions:

The Appellant is requesting a variance to construct an onsite sewage disposal system to serve a new single family home and is requesting the variance to be allowed to remove all the unsuitable soils down to the suitable soils encountered at approximately +/- 17 ft. A site investigation conducted by Staff of the Livingston County Health Department revealed suitable soils to be encountered at depths of approximately +/- 17 ft. The Livingston County Sanitary Code requires that Staff not be permitted to approve the site if the suitable soils are not encountered within the upper 12 ft. Therefore, Staff of the Livingston County Health Department was unable to approve the site for development.

Findings:

WHEREAS, the above named Appeal was heard in the office of the Livingston County Department of Public Health on November 7, 2002, and

WHEREAS, testimony was heard from all parties concerned, and

WHEREAS, suitable soil exists for the construction of an onsite sewage disposal system at approximately +/- 17 ft., and



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Fax: 517-546-6995

PERSONAL HEALTH
517-546-9850

Fax: 517-546-6995

ENVIRONMENTAL HEALTH
517-546-9858

Fax: 517-546-9853

Administrative Appeal #A122-2002

Date: November 7, 2002

Appellant: Geof Gelina

Location: Parcel 4, +/- 1.1 acres located at 715 Chilson Rd., Section 6, Genoa Township

Variance Requested: Section 301.14 (C1)

Date of Appeal: November 7, 2002

Present: Ted Westmeier, Health Officer
David Lucik, LCDPH
John Wilson, LCDPH
Randy Meek
James Paquette

Conditions:

The Appellant is requesting a variance to construct an onsite sewage disposal system to serve a new single family home and is requesting the variance to be allowed to remove all the unsuitable soils down to the suitable soils encountered at approximately +/- 16 ft. A site investigation conducted by Staff of the Livingston County Health Department revealed suitable soils to be encountered at depths of approximately +/- 16 ft. The Livingston County Sanitary Code requires that Staff not be permitted to approve the site if the suitable soils are not encountered within the upper 12 ft. Therefore, Staff of the Livingston County Health Department was unable to approve the site for development.

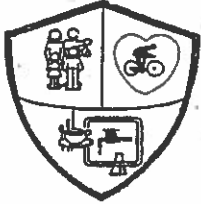
Findings:

WHEREAS, the above named Appeal was heard in the office of the Livingston County Department of Public Health on November 7, 2002, and

WHEREAS, testimony was heard from all parties concerned, and

WHEREAS, suitable soil exists for the construction of an onsite sewage disposal system at approximately +/- 16 ft., and

Livingston County Health Department

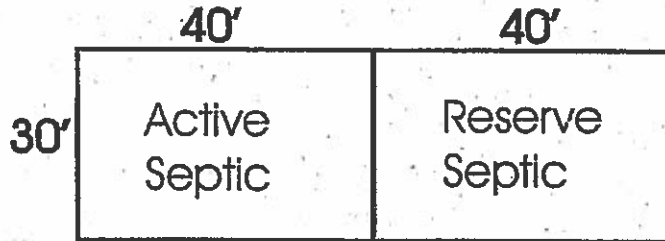


Environmental Health Division

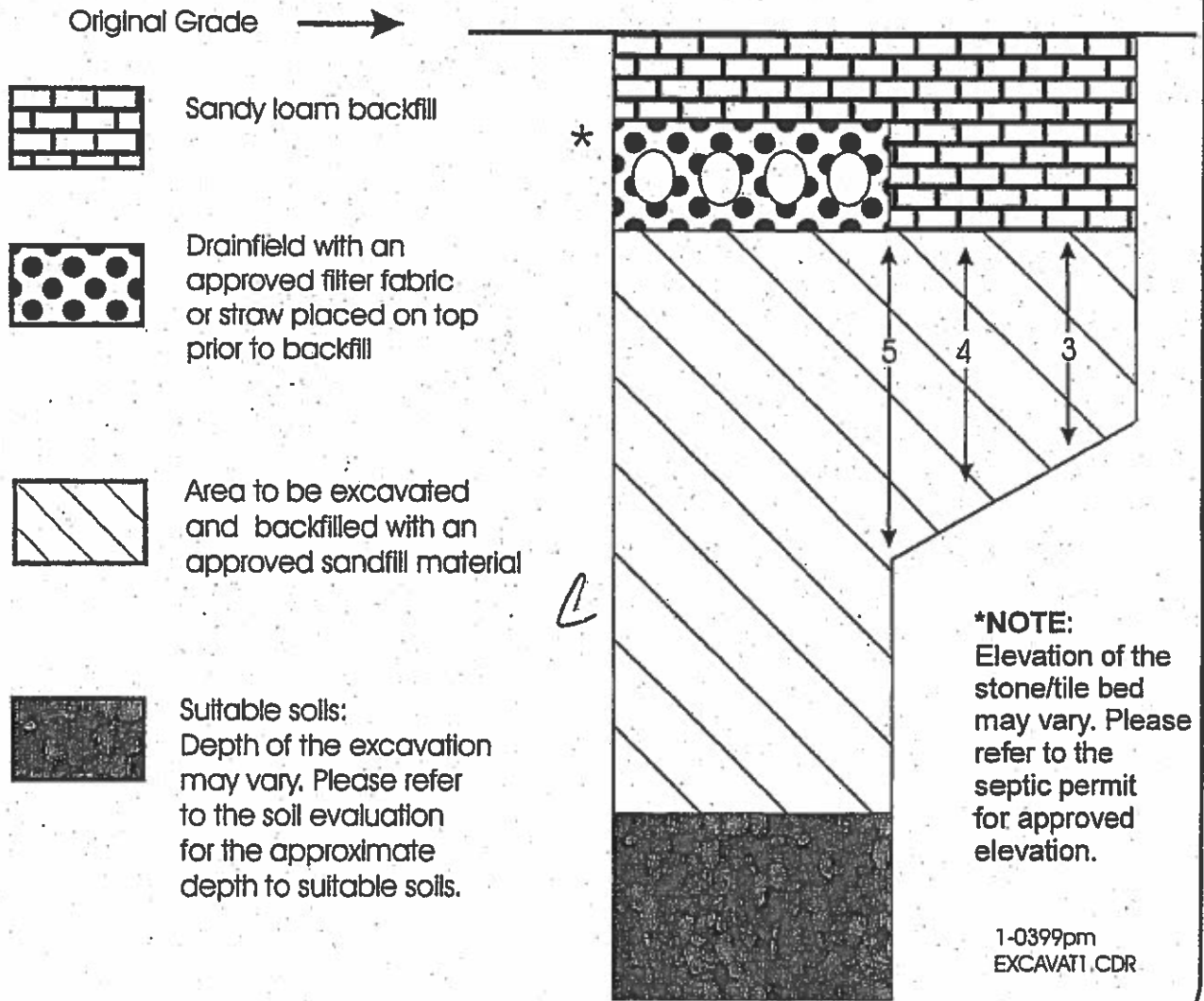
2300 East Grand River
Howell, Michigan 48843-7579
Phone (517) 546-9858
FAX (517) 546-9853

Typical Deep Cut Excavation

This diagram represents a typical deep cut excavation where both active and reserve sewage disposal areas are prepared.



Typical top view of excavation. Size may vary depending on number of bedrooms and soil conditions encountered





**LIVINGSTON COUNTY ROAD COMMISSION
LAND SPLIT / SIGHT DISTANCE REVIEW**

Review Number 2100

Property Owner and Applicant Information

Owner: **Geof Gellna**
 Street Address: **2165 E. Grand River**
 City, State, ZIP: **Howell, MI 48843**
 Day Phone: **(517) 548-2601** Fax:
 Applicant: **Randy Meek**
 Company: **the Michigan Group**
 Phone: **(810) 844-2220**

Location

Township: **Genoa** Section: **6**
 Development:
 Approach Type: **Residential**
 Speed Limit (if posted): **55**
 Speed Factors (if any):
 Roadway On: **Chilson** Side of Street: **East**

Field Measurements

Location of existing property corners from nearest crossroad: **4417 and 4784 feet North of Back Rd.**

Parcel	Property/ Easement Corners	Access Point(s)	Sight Distance Req.		Sight Distance Measured		Sight Distance Comply	Clear Vision Comply	Neighbor Consent Required	Approve
			Std	Min						
2,3,&4 #1	4417 4784	4450 4570	600		600 North	600 South	Yes	Yes	No	Yes
					600 North	600 South	Yes	Yes	No	Yes


COBA

Comments:

The proposed 66 foot wide joint driveway easement location could meet the standard sight distance requirement for residential driveways.

Inspection Date: **10/29/02**

Inspector:


 John Shelton

WARRANTY DEED

The Grantor(s) Shirley M. Griffin survivor of herself and her deceased husband Henry Griffin, Jr. whose death certificate is recorded in Liber _____, Page _____ Livingston County Register of Deeds whose address is 715 Chilson, Howell, MI 48843 convey(s) and warrant(s) to Geoffrey R. Gelina, a married man whose address is 2165 E. Grand River Howell, MI 48843 and James A. Paquette, a married man, whose address is 4147 Westhill Drive, Howell, MI 48843 the following described premises situated in the Township of Genoa, County of Livingston and State of Michigan:

Parcel 1: A part of the Southeast 1/4 of Section 6, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, lying East of Chilson Road, described as follows: Commencing at the East 1/4 corner of said Section 6; thence South 88 degrees 25 minutes 45 seconds West, 2013.89 feet along the East and West 1/4 line of said Section 6; thence South 86 degrees 59 minutes 30 seconds West, 204.46 feet; thence South 19 minutes 14 minutes 45 seconds East, 358.45 feet along the centerline of Chilson Road; thence South 18 degrees 17 minutes 30 seconds East, 452.14 feet along the centerline of Chilson Road to the point of beginning of the land to be described; running thence North 89 degrees 39 minutes 10 seconds East, 638.82 feet; thence South 0 degrees 14 minutes 05 seconds East, 350.00 feet; thence South 89 degrees 39 minutes 10 seconds West, 524.97 feet; thence North 18 degrees 17 minutes 30 seconds West, 367.84 feet along the centerline of Chilson Road to the point of beginning.

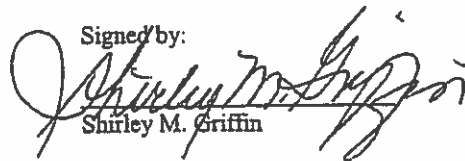
also known as Property Address: 715 Chilson Rd., Howell, MI 48843
Sidwell No. 11-06-400-007

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

The grantor grants to the grantee the right to make ALL division(s) under Section 108 of the Land Division Act, Public Act 591 of 1996.

for the sum of One Hundred Fifty-Nine Thousand Five Hundred And 00/100 (\$159,500.00) together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. Subject to easements and restrictive covenants of record

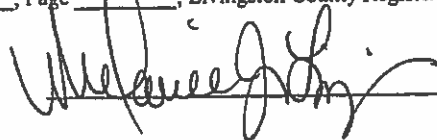
Dated this 31st day of October, 2002.

Signed by:

Shirley M. Griffin

State of Michigan.
County of Livingston

The foregoing instrument was acknowledged before me this 31st day of October, 2002, by Shirley M. Griffin, survivor of herself and her deceased husband Henry Griffin, Jr. whose death certificate is recorded in Liber _____, Page _____, Livingston County Register of Deeds.

MELANIE J. LINZMAIER
NOTARY PUBLIC, LIVINGSTON CO., MI
MY COMMISSION EXPIRES: SEPT. 22, 2003



When Recorded Return To:
Geoffrey R. Gelina, James A. Paquette
2165 E. Grand River
Howell, MI 48843

Send Subsequent Tax Bills To:
Grantee

Drafted By:
Nancy Bohlen
130 W. Grand River Ave.
Brighton, MI 48116

CERTIFICATE OF SURVEY



EAST LINE OF SECTION 6

N00°25'03"W

2689.74'

EAST-WEST 1/4 LINE, SECTION 6 AS PREVIOUS SURVEYED AND MONUMENTED
S88°25'45"W 1317.13'

EAST 1/4 CORNER
SECTION 6 T2N, R5E
GENOA TOWNSHIP,
LIVINGSTON COUNTY, MI.

WITNESSES

SOUTH 19.23' NAIL/TAG E/S OF TRIPLE 14" OAKS
S30°W 17.70' NAIL/TAG E/S TWIN 8" OAKS
S80°W 28.50' NAIL/TAG S/S 14" OAK
NORTH 28.09' NAIL/TAG E/S 6" OAK

SOUTHEAST CORNER
SECTION 6 T2N, R5E
GENOA TOWNSHIP,
LIVINGSTON COUNTY, MI.

WITNESSES

NORTH 5.15' STEEL GAS MARKER
S40°E 15.15' STEEL GAS MARKER
S20°W 31.50' TRIPLE 14" ASH

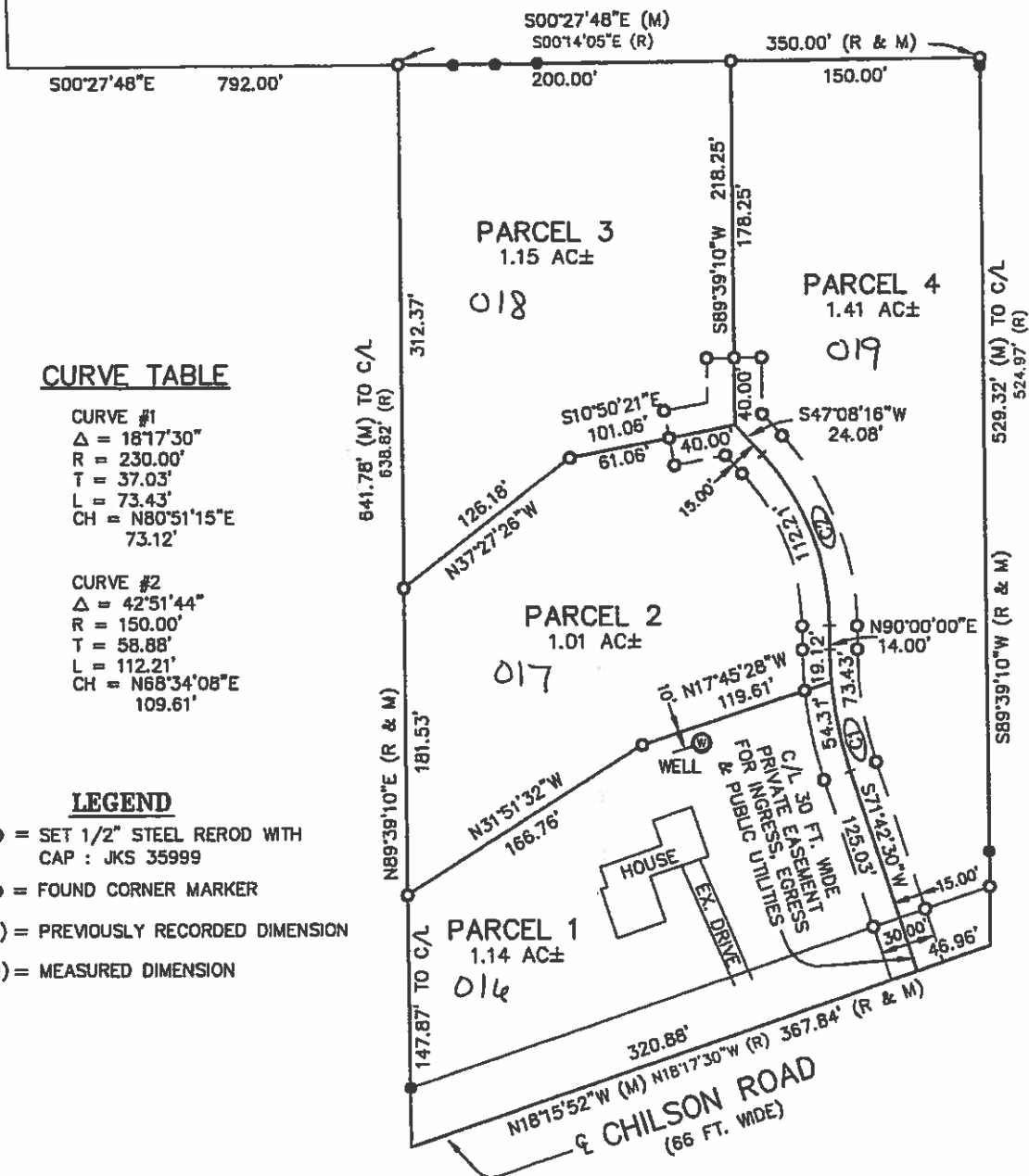
CURVE TABLE

CURVE #1
Δ = 187°30'
R = 230.00'
T = 37.03'
L = 73.43'
CH = N80°51'15"E
73.12'

CURVE #2
Δ = 42°51'44"
R = 150.00'
T = 58.88'
L = 112.21'
CH = N68°34'08"E
109.61'

LEGEND

- = SET 1/2" STEEL REROD WITH CAP : JKS 35999
- = FOUND CORNER MARKER
- (R) = PREVIOUSLY RECORDED DIMENSION
- (M) = MEASURED DIMENSION



SURVEYOR'S CERTIFICATE

SKETCH OF PERKS



WEST LINE OF THE SE 1/4 SECTION 6

N00°25'03"W

2669.74'

EAST-WEST 1/4 LINE SECTION 6 AS
PREVIOUS SURVEYED AND MONUMENTED
S88°25'45"W 1317.13'

EAST 1/4 CORNER
SECTION 6 T2N, R5E
GENOA TOWNSHIP,
LIVINGSTON COUNTY, MI.

WITNESSES

SOUTH 19.23' NAIL/TAG E/S OF TRIPLE 14" OAKS
S30°W 17.70' NAIL/TAG E/S TWIN 8" OAKS
S80°W 28.50' NAIL/TAG S/S 14" OAK
NORTH 28.09' NAIL/TAG E/S 6" OAK

SOUTHEAST CORNER
SECTION 6 T2N, R5E
GENOA TOWNSHIP,
LIVINGSTON COUNTY, MI.

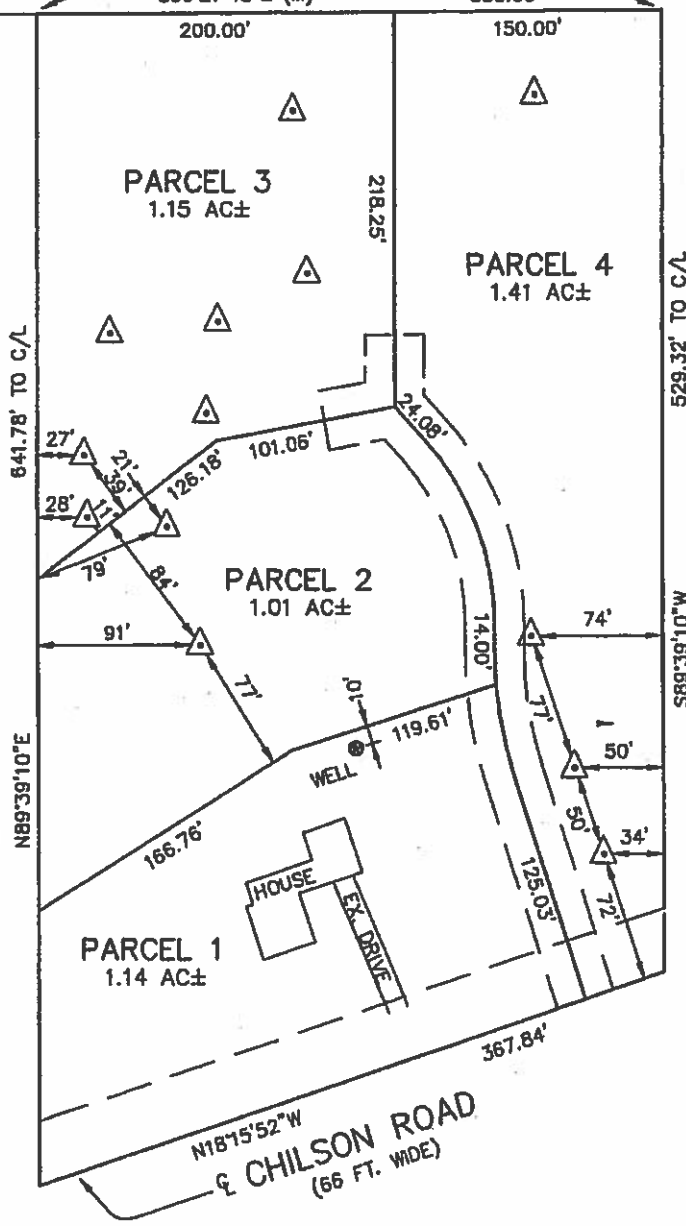
WITNESSES

NORTH 5.15' STEEL GAS MARKER
S40°E 15.15' STEEL GAS MARKER
S20°W 31.50' TRIPLE 14" ASH

S00°27'48"E 792.00'

S00°27'48"E (M)

350.00'



LEGEND

- = SET 1/2" STEEL REROD WITH CAP : JKS 35999
- = FOUND CORNER MARKER
- △ = LCHD SOIL EVAL. TEST PIT
- (R) = PREVIOUSLY RECORDED DIMENSION
- (M) = MEASURED DIMENSION

LEGAL DESCRIPTIONS:

PARCEL 1 - 1.14 ACRES

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 6, T2N, R5E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, SAID CORNER LYING N00°25'03"W-2669.74 FEET DISTANT FROM THE SOUTHEAST CORNER OF SAID SECTION; THENCE S88°25'45"W-1317.13 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION AS PREVIOUSLY SURVEYED AND MONUMENTED; THENCE S00°27'48"E-792.00 FEET; THENCE S89°39'10"W-493.90 FEET FOR A PLACE OF BEGINNING; THENCE S31°51'52"E-166.76 FEET; THENCE S17°45'28"E-119.61 FEET; THENCE NON-TANGENTIALLY 54.31 FEET ALONG THE ARC OF A 230.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°31'47" AND HAVING A CHORD BEARING S78°28'23"W-54.19 FEET; THENCE S71°42'30"W-125.03 FEET; THENCE N18°15'52"W-320.88 FEET ALONG THE CENTER LINE OF CHILSON ROAD; THENCE N89°39'10"E-147.87 FEET TO THE PLACE OF BEGINNING. BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, T2N, R5E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN CONTAINING 1.14 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE WESTERLY 33.00 FEET THEREOF, AS IS OCCUPIED BY CHILSON ROAD, ALSO BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY, ALSO BEING SUBJECT TO A 30.00 FOOT WIDE PRIVATE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES AS DESCRIBED BELOW.

PARCEL 2 - 1.01 ACRES

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 6, T2N, R5E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, SAID CORNER LYING N00°25'03"W-2669.74 FEET DISTANT FROM THE SOUTHEAST CORNER OF SAID SECTION; THENCE S88°25'45"W-1317.13 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION AS PREVIOUSLY SURVEYED AND MONUMENTED; THENCE S00°27'48"E-792.00 FEET; THENCE S89°39'10"W-312.37 FEET FOR A PLACE OF BEGINNING; THENCE S37°27'26"E-126.18 FEET; THENCE S10°50'21"E-101.06 FEET; THENCE S47°08'16"W-24.08 FEET; THENCE 112.21 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 42°51'44" AND HAVING A CHORD BEARING S68°34'08"W-109.61 FEET; THENCE S90°00'00"W-14.00 FEET; THENCE 19.12 FEET ALONG THE ARC OF A 230.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 04°45'43" AND HAVING A CHORD BEARING S87°37'08"W-19.11 FEET; THENCE NON-TANGENTIALLY N17°45'28"W-119.61 FEET; THENCE N31°51'32"W-166.76 FEET; THENCE N89°39'10"E-181.53 FEET TO THE PLACE OF BEGINNING. BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, T2N, R5E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN CONTAINING 1.01 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY, ALSO BEING SUBJECT TO AND TOGETHER WITH A 30.00 FOOT WIDE PRIVATE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES AS DESCRIBED BELOW.

PARCEL 3 - 1.15 ACRES

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 6, T2N, R5E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, SAID CORNER LYING N00°25'03"W-2669.74 FEET DISTANT FROM THE SOUTHEAST CORNER OF SAID SECTION; THENCE S88°25'45"W-1317.13 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION AS PREVIOUSLY SURVEYED AND MONUMENTED; THENCE S00°27'48"E-792.00 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING S00°27'48"E-200.00 FEET; THENCE S89°39'10"W-218.25 FEET; THENCE N10°50'21"W-101.06 FEET; THENCE N37°27'26"W-126.18 FEET; THENCE N89°39'10"E-312.37 FEET TO THE PLACE OF BEGINNING. BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, T2N, R5E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN CONTAINING 1.15 ACRES OF LAND, MORE OR LESS; BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY, ALSO BEING SUBJECT TO AND TOGETHER WITH A 30.00 FOOT WIDE PRIVATE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES AS DESCRIBED BELOW.

PARCEL 4 - 1.41 ACRES

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 6, T2N, R5E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, SAID CORNER LYING ~~N00°25'03"W 2669.74 FEET~~ DISTANT FROM THE SOUTHEAST CORNER OF SAID SECTION; ~~THENCE S88°25'45"W 1317.13 FEET~~ ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION AS PREVIOUSLY SURVEYED AND MONUMENTED; ~~THENCE S00°27'48"E 992.00 FEET; THENCE CONTINUING S00°27'48"E 150.00 FEET; THENCE S89°39'10"W 529.32 FEET; THENCE N18°15'52"W 46.96 FEET~~ ALONG THE CENTER LINE OF CHILSON ROAD; ~~THENCE N71°42'30"E 125.03 FEET; THENCE 73.43 FEET~~ ALONG THE ARC OF A 230.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18°17'31" AND HAVING A CHORD BEARING ~~N80°51'15"E 73.12 FEET; THENCE N90°00'00"E 14.00 FEET; THENCE 112.21 FEET~~ ALONG THE ARC OF A 150.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 42°51'44" AND HAVING A CHORD BEARING ~~N68°34'08"E 109.61 FEET; THENCE N47°08'16"E 24.08 FEET; THENCE N89°39'10"E 218.25 FEET~~ TO THE PLACE OF BEGINNING, BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, T2N, R5E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN CONTAINING 1.41 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE WESTERLY 33.00 FEET THEREOF, AS IS OCCUPIED BY CHILSON ROAD, ALSO BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY, ALSO BEING SUBJECT TO AND TOGETHER WITH A 30.00 FOOT WIDE PRIVATE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES AS DESCRIBED BELOW.

30.00 FOOT WIDE PRIVATE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES

A 30.00 FOOT WIDE PRIVATE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES HAVING A CENTER LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 6, T2N, R5E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, SAID CORNER LYING ~~N00°25'03"W 2669.74 FEET~~ DISTANT FROM THE SOUTHEAST CORNER OF SAID SECTION; ~~THENCE S88°25'45"W 1317.13 FEET~~ ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION AS PREVIOUSLY SURVEYED AND MONUMENTED; ~~THENCE S00°27'48"E 792.00 FEET; THENCE S89°39'10"W 641.78~~ (PREVIOUSLY RECORDED AS 638.82 FEET) TO THE CENTER LINE OF CHILSON ROAD; ~~THENCE S18°15'52"E (PREVIOUSLY RECORDED AS S18°17'30"E) 320.88 FEET~~ ALONG THE CENTER LINE OF SAID CHILSON ROAD FOR A PLACE OF BEGINNING; ~~THENCE N71°42'30"E 125.03 FEET; THENCE 73.43 FEET~~ ALONG THE ARC OF A 230.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18°17'31" AND HAVING A CHORD BEARING ~~N80°51'15"E 73.12 FEET; THENCE N90°00'00"E 14.00 FEET; THENCE 112.21 FEET~~ ALONG THE ARC OF A 150.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 42°51'44" AND HAVING A CHORD BEARING ~~N68°34'08"E 109.61 FEET; THENCE N47°08'16"E 24.08 FEET; THENCE N10°50'21"W 40.00 FEET; THENCE S10°50'21"E 40.00 FEET; THENCE N89°39'10"E 40.00 FEET~~ TO THE PLACE OF ENDING, BEING A PART OF THE SOUTHEAST 1/4 OF SECTION 6, T2N, R5E, GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE WESTERLY 33.00 FEET THEREOF, AS IS OCCUPIED BY CHILSON ROAD, ALSO BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

Resolution #1 – Novel Estates Road Improvement Project
Special Assessment District (Winter 2018)

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 July 16, 2018, at 6:30 p.m., there were

PRESENT: Ledford, Croft, Hunt, Mortensen, Lowe, Skolarus, and Rogers.

ABSENT: None

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 Board of Trustees of the Township desires to create a special assessment district for the Novel Estates Road Improvement project within the Township as described in Exhibit A (the “Project”);

WHEREAS, the Board of Trustees of the Township has received petitions from owners of property in Novel Estates and determined to proceed with the Project in accordance with Act No. 188, Michigan Public Acts of 1954, as amended;

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

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:

ABSENT:

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 (July 16, 2018), at which meeting a quorum was present and remained throughout; (2) the original thereof is on file in the records in my office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended); and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Paulette A. Skolarus
Genoa Charter Township Clerk
July 16, 2018

EXHIBIT A

NOVEL ESTATES ROAD IMPROVEMENT PROJECT

DESCRIPTION OF PROJECT AN EIGHT-YEAR SPECIAL ASSESSMENT DISTRICT WITH PROJECTED COSTS AS FOLLOWS:

- Total amount per parcel - \$2,506.10
- Amount per year for three years @ 0% Interest - \$313.27
- 68% of homeowners signing the petition
- Township Contribution of \$34,250.00

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

- Removing the existing asphalt
- Undercutting the existing base approximately 12 inches
- Installing subgrade underdrains, Geotextile stabilization
- Adding new 21AA limestone aggregate base to stabilize the roadway
- Placing 4.0 inches of new hot mix asphalt pavement.

Resolution #2 – Novel Estates Road Improvement Project
Special Assessment Project (Summer 2018)

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 July 16, 2018, at 6:30 p.m., there were

PRESENT:

ABSENT: None

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 Board of Trustees of the Township has approved the Novel Estates Road Improvement Project within the Township as described in Exhibit A (the “Project”);

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

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

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

WHEREAS, the special assessment district for the Project has been tentatively determined by the Township and is described in Exhibit B;

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 Novel Estates Road Improvement Project to be assessed is described in Exhibit B.
3. In accordance with Act No. 188, Michigan Public Acts of 1954, as amended, and the laws of the State of Michigan, there shall be a public hearing on the Project and the proposed Special Assessment District for the Project which is known as the “Novel Estates Road Improvement Project Special Assessment District (Winter 2018).”

4. The public hearing will be held on August 6, 2018 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 of interest in property to be assessed, whose name appears upon the last Township tax assessment records. The last Township tax assessment records means the last assessment roll for ad valorem tax purposes which has been reviewed by the Township Board of Review, as supplemented by any subsequent changes in the names or addresses of such owners or parties listed thereon. The notice to be mailed by the Township Clerk shall be similar to the notice attached as Exhibit C and shall be mailed by first class mail on or before July 23, 2018. Following the mailing of the notices, the Township Clerk shall complete an affidavit of mailing similar to the affidavit set forth in Exhibit D.

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 July 27, 2018 and once on or before August 3, 2018. The notice shall be in a form substantially similar to the notice attached as Exhibit C.

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

YES:

NO:

ABSENT: None.

CLERK'S CERTIFICATE

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

Paulette A. Skolarus
Genoa Charter Township Clerk
July 16, 2018

EXHIBIT A

NOVEL ESTATES ROAD IMPROVEMENT PROJECT

DESCRIPTION OF PROJECT AN EIGHT-YEAR SPECIAL ASSESSMENT DISTRICT WITH PROJECTED COSTS AS FOLLOWS:

- Total amount per parcel - \$2,506.10
- Amount per year for eight years @ 0% Interest - \$313.27
- 68% of homeowners signing the petition
- Township Contribution of \$34,250.00

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

- Removing the existing asphalt
- Undercutting the existing base approximately 12 inches
- Installing subgrade underdrains, Geotextile stabilization
- Adding new 21AA limestone aggregate base to stabilize the roadway
- Placing 4.0 inches of new hot mix asphalt pavement.

EXHIBIT B

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

4711-19-300-013	4711-19-300-016	4711-19-302-001
4711-19-302-002	4711-19-302-003	4711-19-302-004
4711-19-302-005	4711-19-302-006	4711-19-302-007
4711-19-302-008	4711-19-302-009	4711-19-302-010
4711-19-302-011	4711-19-302-012	4711-19-302-013
4711-19-302-014	4711-19-302-015	4711-19-302-016
4711-19-302-017	4711-19-302-018	4711-19-302-019
4711-19-302-020	4711-19-302-021	4711-19-302-022
4711-19-302-023	4711-19-302-024	4711-19-302-025
4711-19-302-026	4711-19-302-027	4711-19-302-028
4711-19-302-029	4711-19-302-030	4711-19-302-031
4711-19-302-032	4711-19-302-033	4711-19-302-034
4711-19-302-035	4711-19-302-036	4711-19-302-037
4711-19-302-038	4711-19-302-039	

GENOA TOWNSHIP

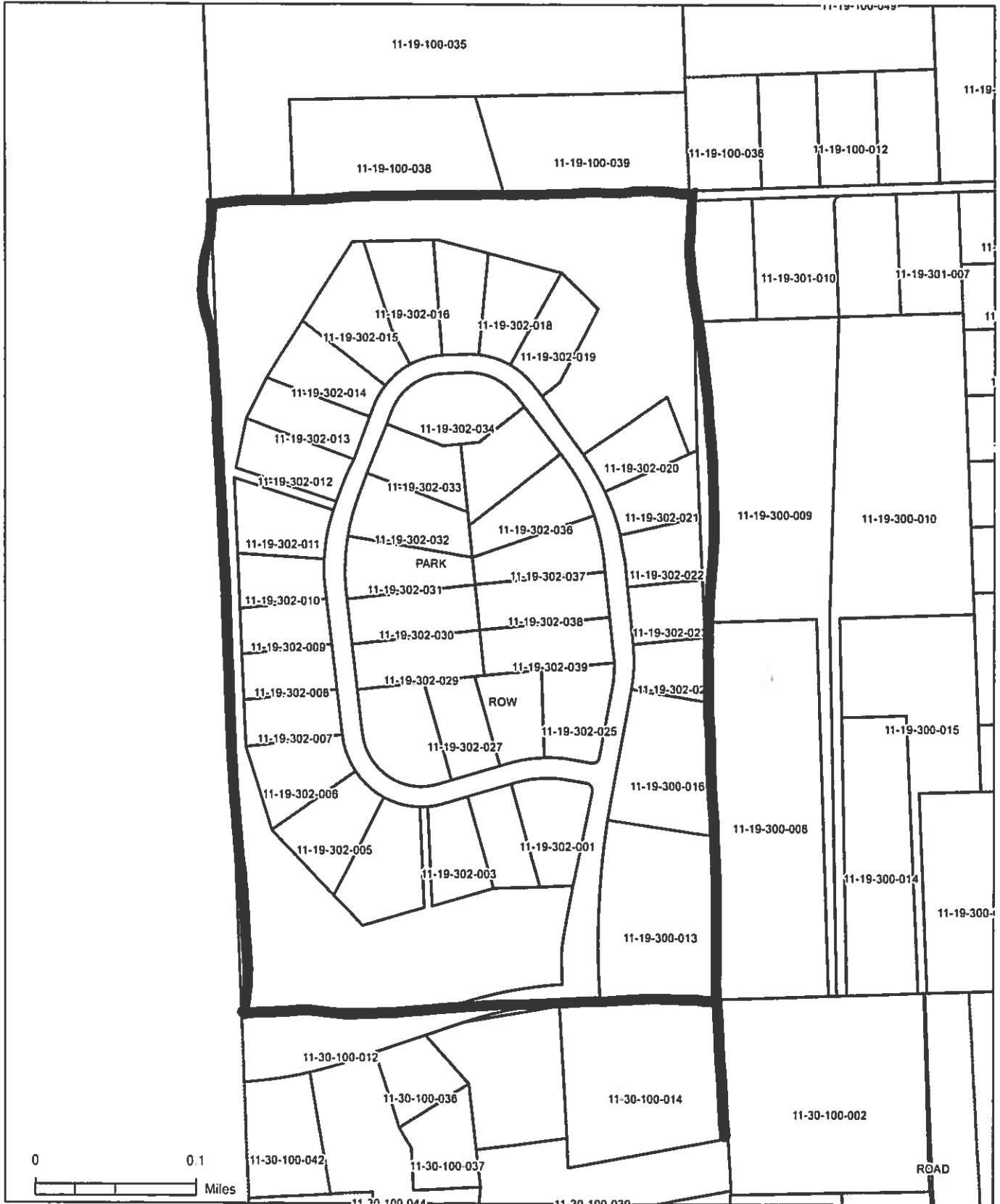


EXHIBIT C

GENOA CHARTER TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN
NOTICE OF PUBLIC HEARING
UPON A PROPOSED NOVEL ESTATES 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 August 6, 2018, 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 and to hear any objections thereto and to the proposed project.

GENOA CHARTER TOWNSHIP – NOVEL ESTATES ROAD IMPROVEMENT PROJECT
AND SPECIAL ASSESSMENT DISTRICT (Winter 2018)

An eight-year program with costs as follows:

- Total amount per parcel - \$2,506.10
- Amount per year for three years @ 0% Interest - \$313.27
- 71% of homeowners signing the petition
- A township contribution of \$34,250.00

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

- Removing the existing asphalt
- Undercutting the existing base approximately 12 inches
- Installing subgrade underdrains, Geotextile stabilization
- Adding new 21AA limestone aggregate base to stabilize the roadway
- Placing 4.0 inches of new hot mix asphalt pavement.
- Township expenses for publications and mailings

(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:

4711-19-300-013	4711-19-300-016	4711-19-302-001
4711-19-302-002	4711-19-302-003	4711-19-302-004
4711-19-302-005	4711-19-302-006	4711-19-302-007
4711-19-302-008	4711-19-302-009	4711-19-302-010
4711-19-302-011	4711-19-302-012	4711-19-302-013
4711-19-302-014	4711-19-302-015	4711-19-302-016
4711-19-302-017	4711-19-302-018	4711-19-302-019
4711-19-302-020	4711-19-302-021	4711-19-302-022
4711-19-302-023	4711-19-302-024	4711-19-302-025
4711-19-302-026	4711-19-302-027	4711-19-302-028
4711-19-302-029	4711-19-302-030	4711-19-302-031
4711-19-302-032	4711-19-302-033	4711-19-302-034
4711-19-302-035	4711-19-302-036	4711-19-302-037
4711-19-302-038	4711-19-302-039	

(3) The Township plans to impose special assessments on the properties located in the Special Assessment District to pay for the costs of the Project. (4) The preliminary plans and cost estimates for the proposed Project and the boundaries of the Special Assessment District are now on file in the office of the Township Clerk for public inspection. The Township Board has received petitions signed by more than 50 percent of property owners within the proposed district, pursuant to the provisions of Public Act 188 of 1954, and record owners of land have the right to file written objections to the Project with the Township Board. Any person objecting to the proposed Project or the proposed Special Assessment District shall file an objection in writing with the Township Clerk before the close of the August 6, 2018 hearing or within such further time as the Township Board may grant.

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

Dated: July 16, 2018

Paulette A. Skolarus
Genoa Township Clerk

(Press/Argus 07/27/2018 & 08/03/2018)

EXHIBIT D

AFFIDAVIT OF MAILING

STATE OF MICHIGAN)
)
COUNTY OF LIVINGSTON)

PAULETTE A. SKOLARUS, being first duly sworn, deposes and says that she personally prepared for mailing, and did on July 23, 2018, send by first-class mail, the notice of hearing, a true copy of which is attached hereto, to each record owner of or party in interest in all property to be assessed for the improvement described therein, as shown on the last local tax assessment records of the Township of Genoa; that she personally compared the address on each envelope against the list of property owners as shown on the current tax assessment rolls of the Township; that each envelope contained therein such notice and was securely sealed with postage fully prepaid for first-class mail delivery and plainly addressed; and that she personally placed all of such envelopes in a United States Post Office receptacle on the above date.

Paulette A. Skolarus
Genoa Charter Township Clerk
July 23, 2018

Resolution #1 – Earl Lake Road Improvement Project
Special Assessment Project (Summer 2018)

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 July 16, 2018, at 6:30 p.m., there were

PRESENT:

ABSENT:

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 Earl Lake 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 Earl Lake 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:

NO:

ABSENT:

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 July 16, 2018, 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 – Earl Lake Road Improvement Project
Special Assessment Project (Summer 2018)

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 July 16, 2018, at 6:30 p.m., there were

PRESENT:

ABSENT:

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 Earl Lake 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 “Earl Lake Road Improvement Project Special Assessment District (Summer 2018).”
4. The public hearing will be held on August 6, 2018 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 July 24, 2018. 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 July 27, 2018 and once on or before August 3, 2018. 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:

ABSENT:

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

EARL LAKE ROAD IMPROVEMENT PROJECT

DESCRIPTION OF PROJECT AN 8-YEAR SPECIAL ASSESSMENT DISTRICT WITH PROJECTED COSTS AS FOLLOWS:

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

- Crushing the existing asphalt
- Reshaping and compacting the pulverized material
- Placing 3.5” of new hot mix asphalt in two lifts
- Install 2.0’ aggregate shoulders along the edge of the new pavement
- Turf restoration where necessary to blend into lawns
- Remove a portion of existing driveways where necessary
- Remove to match the new elevation of the roadway.
- Publications and notices required by law

Total project cost - \$242,000.00

Total project cost - \$242,000.00 with a township contribution of \$58,000.00 with the balance of \$184,000.00 equally distributed between 58 parcels over 8 years (\$396.55 annually).

EXHIBIT B

Genoa Charter Township
Livingston County, Michigan

NOTICE OF PUBLIC HEARING
FOR THE PROPOSED EARL LAKE 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 August 6, 2018, 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 – EARL LAKE ROAD IMPROVEMENT PROJECT
AND SPECIAL ASSESSMENT DISTRICT (Summer 2018)
(An 8-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:

- Crushing the existing asphalt
- Reshaping and compacting the pulverized material
- Placing 3.5” of new hot mix asphalt in two lifts
- Install 2.0’ aggregate shoulders along the edge of the new pavement
- Turf restoration where necessary to blend into lawns
- Remove a portion of existing driveways where necessary
- Remove to match the new elevation of the roadway.
- Publications and notices required by law

Total project cost - \$242,000.00 with a township contribution of \$58,000.00 with the balance of \$184,000.00 equally distributed between 58 parcels over 8 years (\$396.55 annually).

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:

11-06-201-001	11-06-201-021	11-06-201-043
11-06-201-002	11-06-201-022	11-06-201-044
11-06-201-003	11-06-201-023	11-06-201-045
11-06-201-004	11-06-201-024	11-06-201-047
11-06-201-005	11-06-201-025	11-06-201-048
11-06-201-006	11-06-201-026	11-06-201-049
11-06-201-007	11-06-201-027	11-06-201-051
11-06-201-008	11-06-201-028	11-06-201-052
11-06-201-009	11-06-201-029	11-06-201-053
11-06-201-010	11-06-201-030	11-06-201-055
11-06-201-011	11-06-201-031	11-06-201-056
11-06-201-012	11-06-201-032	11-06-201-058
11-06-201-013	11-06-201-033	11-06-201-059
11-06-201-014	11-06-201-034	11-06-201-060
11-06-201-015	11-06-201-035	11-06-201-061
11-06-201-016	11-06-201-036	11-06-201-062
11-06-201-017	11-06-201-037	11-06-201-063
11-06-201-018	11-06-201-039	11-06-201-064
11-06-201-019	11-06-201-040	
11-06-201-020	11-06-201-041	

(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 August 6, 2018 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: July 16, 2018

Paulette A. Skolarus, Clerk
Genoa Charter Township

(lcp 07/27/2018 & 08/03/2018)

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 July 24, 2018, 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

Memo

To: POLLY
From: DEBRA ROJEWSKI 
Date: 7/12/2018
Re: EARL LAKE ROAD IMPROVEMENT

POLLY,

I HAVE RESEARCHED THE PETITIONS FOR EARL LAKE ROAD IMPROVEMENT AND FOUND THE FOLLOWING:

58 PARCELS IN THE DISTRICT

39 SIGNATURES IN THE DISTRICT

67.24% OF SIGNATURES ARE IN FAVOR.

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

GENOA TOWNSHIP



Resolution #1 – Fendt Drive Road Improvement Project
Special Assessment Project (Summer 2018)

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 July 16, 2018, at 6:30 p.m., there were

PRESENT:

ABSENT:

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 Fendt 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 Fendt 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:

NO:

ABSENT:

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 July 16, 2018, 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 – Fendt Drive Road Improvement Project
Special Assessment Project (Summer 2018)

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 July 16, 2018, at 6:30 p.m., there were

PRESENT:

ABSENT:

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 Fendt 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 “Fendt Drive Road Improvement Project Special Assessment District (Summer 2018).”
4. The public hearing will be held on August 6, 2018 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 July 24, 2018. 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 July 27, 2018 and once on or before August 3, 2018. 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:

ABSENT:

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

FENDT DRIVE ROAD IMPROVEMENT PROJECT

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

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

Asphalt

- Remove 10' from approaches
- Remove curb and gutters
- Excavate for crown and grade for paving
- Asphalt paving, 5" of 3C mix and 1.5" of LVSP
- Grade approaches for drainage
- Pave approaches.

Concrete

- Remove and replace existing concrete
- Install concrete at cul-du-sac
- Total of 20,625.08 s,f, of 9" reinforced concrete

Total Project Cost: \$406,045.04

EXHIBIT B

Genoa Charter Township
Livingston County, Michigan

NOTICE OF PUBLIC HEARING
FOR THE PROPOSED FENDT 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 August 6, 2018, 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 – FENDT DRIVE ROAD IMPROVEMENT PROJECT
AND SPECIAL ASSESSMENT DISTRICT (Summer 2018)
(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:

- Asphalt
- Remove 10’ from approaches
- Remove curb and gutters
- Excavate for Crown/grad for paving
- Asphalt paving, 5”3C, 1.5”LS=VSP
- Grad approaches for drainage
- Pave approaches
- Shoulders from excavated stone

Total project cost - \$406,945.04

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:

4711-08-201-001	4711-08-201-005	4711-08-201-006
4711-08-201-007	4711-08-201-008	4711-08-201-009
4711-08-201-010	4711-08-201-012	4711-08-200-007
4711-08-200-006		

(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 August 6, 2018 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: July 16, 2018

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 September 25, 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



Fendt Drive Parcels



Parcel lines are approximate. Not intended for survey purposes.

FENDT 2018
 ASPHALT WITH CONCRETE CUL-DE-SAC/APPROACH

TAX I.D.	OWNER	F.F.	FF \$	FF COST	PRO RATA SHARE	TOTAL COST	ANNUAL COST*
11-08-201-001	Patterson, Blythe & Alan	633.75	28	\$ 17,745.00	\$ 29,588.78	\$ 47,333.78	\$ 9,466.76
11-08-201-012	Briggs & Allison Howell LLC	865.2	28	\$ 24,225.60	\$ 29,588.78	\$ 53,814.38	\$ 10,762.88
11-08-201-005	L & H Realty Enterprises LLC	116.53	28	\$ 3,262.84	\$ 29,588.78	\$ 32,851.62	\$ 6,570.32
11-08-201-006	R & K Enterprises of Howell LLC	114.28	28	\$ 3,199.84	\$ 29,588.78	\$ 32,788.62	\$ 6,557.72
11-08-201-007	Rhodes Don & Shirley	272.2	28	\$ 7,621.60	\$ 29,588.78	\$ 37,210.38	\$ 7,442.08
11-08-201-008	Falcon Asset Management	281.06	28	\$ 7,869.68	\$ 29,588.78	\$ 37,458.46	\$ 7,491.69
11-08-201-009	Greg LeBlanc Holdings LLC	281.06	28	\$ 7,869.68	\$ 29,588.78	\$ 37,458.46	\$ 7,491.69
11-08-201-010	J.R. Development Inc.	287.05	28	\$ 8,037.40	\$ 29,588.78	\$ 37,626.18	\$ 7,525.24
11-08-200-007	Hunter Development	960.02	28	\$ 26,880.56	\$ 29,588.78	\$ 56,469.34	\$ 11,293.87
11-08-200-006	ITC Holdings	155.18	28	\$ 4,345.04	\$ 29,588.78	\$ 33,933.82	\$ 6,786.76
	TOTAL			\$ 111,057.24	\$ 295,887.80	\$ 406,945.04	

PROJECT BUDGET	\$ 406,945.00
TOTAL SPREAD	\$ 406,945.04

***5 YEAR AMORTIZATION**

GENOA TOWNSHIP ELECTION COMMISSION

Special Meeting
July 3 & 5, 2018
10:00 a.m.

MINUTES

Two meeting of the Election Commission were held, the first on July 3, 2018 and the second on July 5, 2018. The following persons were present constituting a quorum for the transaction of business: Polly Skolarus, Jean Ledford and Mary Krencicki. The second meeting included Polly Skolarus, Diana Lowe and Mary Krencicki.

Moved by Ledford and supported by Skolarus to approve the Minutes of the 04/16/2018 meeting of the Commission. The motion carried unanimously.

Moved by Ledford and supported by Lowe to approve all persons as reviewed to work as poll workers for the August 7, 2018 Primary Election scheduled for August 7, 2018. The motion carried.

Moved by Ledford and supported by Lowe to approve salaries for Election Officials working the Primary Election and General Election scheduled for 2018 as follows:

- Poll workers from \$225.00 to \$230.00
- Co-Chairs from \$275.00 to \$280.00
- Co-Chairs to be paid at \$14.00 per hour (paid on the quarter hour) after 10:00 p.m.
- Mandated classes from \$25.00 to \$30.00
- Additional part-time and full time temporary help will continue at \$14.00 per hour for processing absent voter ballots and the set-up of the precincts, mileage will be additional and according to State standards
- The election Commission will be paid \$150.00 per diem as previously approved.

The motion carried unanimously.

Moved by Ledford and supported by Lowe to recommend the closing of the Township Office for all other business on August 7, 2018 due to the temporary change of polling location from Community Bible Church to the Township Hall for 1800 registered voters. The motion carried unanimously.

The meetings were adjourned at 10:15 a.m.

Paulette A. Skolarus, Clerk

Genoa Township Election Officials
August 7, 2018 General Election
Polly Skolarus (810) 224-5675
Mary Krencicki (810) 588-6895

Pct. 1 Cleary University - 1895

Ann Brennan, Co-Chair- R
Kathleen Wisser, Co-Chair- D
Margaret Withorn - R
Deborah Brennan – R
Cheryl Frasheski - D
Gerald Matevia – D

Pct. 2 Three Fires School – 907

Bill Rockwell, Co-Chair – R
Tom Janego, Co-Chair - R
Mary Scheloske - D
Rita Woods – D
Karen Wright – D

Pct. 3 Genoa Township – 1838

Vicki Slicker Co-Chair - D
Joseph Nagy, Co-Chair– R
Karen Brender - R
Nicholas Murphy - R (primary only)
Diane Goodal – D (primary only)
Richard Borowiec - R
Elizabeth Hoover - R

Pct. 5 Chilson Hills – 1035

Becky Bayley, Co-Chair – D
Darrel Sterzinger, Co-Chair - R (primary only)
Frederick Kulka – R
Jaclyn Dunaski – D
Barb Terry-D
Vicki Strzalkowski - R

Pct. 6 Hornung Elementary – 2278

Bob Assenmacher, Co-Chair – R
Kristen Sapienza, Co-Chair – D
Gary Janareli-R
Marie Guerriero – R
Constance Jones – D
Susan Lerner – R

Pct. 9 Cleary University - 1492

Joyce Matevia, Co-Chair - D
John Vettraino, Co-Chair–R
Mary Jo Lorr -D
Kenneth Frasheski – D
Mary Dubay - R
Margery James - R

Pct. 10 Three Fires School – 1449

Mary Burgener, Co-Chair – D
Barb Lewis, Co- Chair – D
Robert Scheloske - D
Thomas O'Brien - R
Lynda Lawrence – R
Caroline Tyler - D

Pct. 12 Chilson Hills –151

Paul Sebastian, Chair– R
Zena Howard - D
David Kent – L (primary only)

Pct. 7 Hornung Elementary – 896

Diane Assenmacher, Co-Chair - R
Cynthia Grochowski, Co-Chair –R
Carol Godwin - D
Martin Lerner – R
Jennifer McCauley - R

Pct. 4 Church of the Nazarene – 1379

P.J. Sapienza, Co- Chair – D
Frank Woody, Co-Chair- R
Mary Hosmer - R
Penny Woody- R
Clementine Billel - R
Vonda Belanger – R

Pct. 11 2|42 Church - 686

Tammy Lindberg, Co-Chair – R
John Wallbank, Co-Chair – D
Jean Lizak - R
Lou Doucette – R
Richard Larson- R

Absent Voter Counting Board #1 - 1465

Precincts: 1, 2, 3, 5, 6
Carolyn Morrison Co-Chair, – R
Marilyn Smyth – Co-Chair – D
Janice Bhavsar – D
Eva Swihart –R
Bill Swihart - R
Hilda Kirsch –R
Sandra Ramiller – D

Alternates

Don Binder – R

Receiving Board

Mary or Linda
Jennifer Kern
Kathleen Murphy
Sharon Stone

Pct. 8 Church of the Nazarene – 1320

Toni Rynicki, Co-Chair–R
Tammy Dunaski, Co-Chair – D
Lindsay Winders- D (primary only)
Joseph Donatti- R
Elaine Pupilis - R
Mary Monge - R

Pct. 13 2|42 Church – 747

Bradford Lindberg, Co-Chair-D
Christine Grajek-R, Co-Chair–R
Steve Lizak – R
Sally Larson - R
Cindy Overby – R

Absent Voter Counting Board #2 - 1667

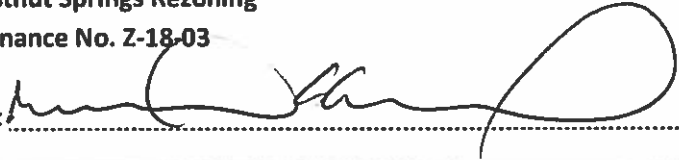
Precincts: 4, 7, 8, 9, 10, 11, 12 & 13
Cecelia McClure, Co-Chair – R
Sue Epp, Co-Chair - D
Vic Watson - R
Joseph Orczyk- R
Virginia Wennerberg -R
John Kirsch- R
Bill Despot- D



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: July 11, 2018
RE: Chestnut Springs Rezoning Ordinance No. Z-18-03

MANAGERS REVIEW: 

In consideration of the approval recommendation by the Township Planning Commission on 6/11/18 and the upcoming recommendation by the Livingston County Planning Commission scheduled for 7/18/18 please find the attached proposed ordinance for your review. The proposed ordinance involves rezoning of approximately 74 acres located east of Chilson Road, south of Brighton Road along the Genoa/Hamburg Township line. The proposed rezoning is to go from Agricultural (AG) to Low Density Residential (LDR) zoning district.

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, August 6th, 2018 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 number Z-18-03 and to set a public hearing before the Township Board on Monday, August 6, 2018 for the purpose of considering the proposed zoning map amendment.

- SUPERVISOR**
Bill Rogers
- CLERK**
Paulette A. Skolarus
- TREASURER**
Robin L. Hunt
- TRUSTEES**
Jean W. Ledford
H. James Mortensen
Terry Croft
Diana Lowe
- MANAGER**
Michael C. Archinal



HONORS WAY

OAK TREE CT

BRIGHTON RD

MYSTIC LAKE DR

KING RD

TIMBERVIEW DR

PINE HILL CIR

CHILSON RD

GLENWAY DR

KINTYRE LN

PINEWOOD DR

ASHTON CT

MILROY LN

MOUNTAIN RD

CIDERBERRY DR

EGGERT PL

SHADY KNL

ORCHID RIDGE CT

CUNNINGHAM LAKE RD

11-33-400-003

11-34-300-005

11-33-400-003

Hamburg Township



Parcel lines are approximate. Not intended for survey purposes.

1 inch = 881 feet

ORDINANCE NO. Z-18-03

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CHARTER TOWNSHIP OF GENOA BY REZONING PARCELS 4711-33-400-003 AND 4711-34-300-005 (76.55 ACRES) FROM AGRICULTURAL (AG) TO LOW DENSITY RESIDENTIAL (LDR).

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 containing 76.55 acres with parcel ID numbers 4711-33-400-003 and 4711-33-300-005 situated on the east side of Chilson Road, south of Brighton Road along the southern Township boundary with Hamburg Township, which is more particularly described as follows:

*4711-33-400-003 : SEC 33 T2N R5E E PART S 1/2 OF SE 1/4, EXC S 132 FT OF W 330 FT, ALSO EXC HWY & R.R., 46.55AC M/L
4711-34-300-005: SEC 34 T2N R5E W 30 A OF S 1/2 OF SW 1/4 30A*

Shall be rezoned from the Agricultural (AG) to Low Density Residential (LDR) zoning classification. The Township Planning Commission and Township Board, in strict compliance with the Township Zoning Ordinance and with Act 184 of the Public Acts of 1943, as amended, reclassified the Property as a High Density Residential (HDR) District finding that such classification properly achieved the purposes of Section 22.04 of the Township’s Zoning Ordinance (as amended),

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 6th day of August 2018.

Paulette A. Skolarus
Township Clerk

Bill Rogers
Township Supervisor

Township Board First Reading: scheduled July 16, 2018
Date of Publication of Proposed Ordinance: scheduled July 22, 2018
Township Board Second Reading and Adoption: scheduled August 6, 2018
Date of Publication of Ordinance Adoption: tbd
Effective Date: tbd

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

**NOTICE OF PROPOSED ZONING MAP AMENDMENT
AUGUST 6, 2018**

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 ordinance number Z-18-03 to amend the zoning map at 6:30 p.m. on Monday, August 6, 2018. The property proposed for rezoning is located on the east side of Chilson Road, south of Brighton Road along the southern Township boundary with Hamburg Township. The subject area involves approximately 74.8 acres on parcels 11-33-400-003 and 11-34-300-005. The proposed rezoning is from Agricultural (AG) to Low Density Residential (LDR). 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 9:00 a.m. to 5:00 p.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.

Kelly VanMarter
Assistant Township Manager/Community Development Director

(Press/Argus 07-22-18)

BASIC LIFE AND AD&D

It's good to know my family is protected

If something happens to you, your family may be faced with significant expenses. Basic life and accidental death and dismemberment (AD&D) insurance helps provide financial protection to your loved ones at no cost to you.



Benefit Provisions	Basic Life and AD&D Insurance
Eligible Employees	Full-time and part-time employees, including Trustees
Life Benefit Amount	\$50,000
AD&D Benefit Amount	100% of the life benefit to a maximum of \$50,000.
Benefit Reductions	Benefit reduces 35% at age 65, 60% at age 70 and 80% at age 75.
Waiver of Premium	If disabled, insurance will continue until age 65 or no longer disabled
Portability	Included with Evidence of Insurability
Accelerated Life	Available
Conversion	Available

Coverage is "Guarantee Issue" meaning evidence of insurability is not required.

Note: Remember to review your beneficiary on file every year.



This guide is meant to provide basic plan information. For additional details and specific information, please contact the carrier or review the carrier certificates for each plan. Certificates are available by contacting Human Resources for a printed version. Benefits subject to change without notification. If there is a discrepancy between this guide and the carrier certificate, then the carrier certificate overrides data found in this guide.

VOLUNTARY LIFE AND AD&D

Help protect your family's future



In addition to the Basic Life and AD&D Insurance coverage provided, you are eligible to purchase additional insurance for you and your dependents. As long as you elect the benefit for yourself, you can also elect coverage for your spouse and/or dependent children. You pay 100% of the cost of this insurance through payroll deduction on an after-tax basis. This benefit must be elected within 31 days of your eligibility.

Benefit Provisions	Voluntary Life and AD&D Insurance
For You	You may purchase additional Life and AD&D coverage in \$10,000 increments to a maximum of \$500,000. *Amounts over \$70,000 and all late entrants will be required to complete Evidence of Insurability.
For Your Spouse	You may purchase Life and AD&D coverage for your spouse in \$10,000 increments to a maximum of \$250,000 but not to exceed 100% of employee's elected benefit. *Amounts over \$10,000 and all late entrants will be required to complete Evidence of Insurability.
For Your Children	You may purchase Life and AD&D coverage for your children, in \$2,500 increments, up to \$10,000 of life coverage for your eligible dependent children, 14 days up to age 26, but not to exceed 100% of employee's elected benefit
Reduction Schedule	At age 75 your benefit is reduced by 40%, at age 80 by 65%, at age 85 by 73%, at age 90 by 80%.
Waiver of Premium	If you become disabled prior to age 60, your premiums may be waived.

If you have a separation in employment or a reduction in your benefit, you may be eligible to port or convert your coverage to an individual policy.

If you have a terminal illness, you may be eligible to receive up to 75% of your benefit immediately.

***Guarantee Issue** is only available during your initial eligibility. If you, your spouse, or your children apply for coverage outside of your initial eligibility, you will need to provide Evidence of Insurability as noted above. Your coverage is not effective until the carrier has approved your application, if evidence of insurability is required.

Re-Enrollment: Annual Election Option allows an employee to annually enroll for an increase of coverage, by an electable amount up to \$50,000, not to exceed the Guarantee Issue amount.

Employee & Spouse										
Monthly Voluntary Life Rates Per \$1,000										
Age	Under 30	31-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70+
Rate	\$0.133	\$0.127	\$0.181	\$0.296	\$0.497	\$0.810	\$1.382	\$1.844	\$2.863	\$5.888
Child Monthly Voluntary Life Rates Per \$1,000										
\$0.167										
Employee, Spouse & Child Monthly AD&D Rates Per \$1,000										
\$0.030										

*Spouse rate is based on the employee's age bracket.



This guide is meant to provide basic plan information. For additional details and specific information, please contact the carrier or review the carrier certificates for each plan. Certificates are available by contacting Human Resources for a printed version. Benefits subject to change without notification. If there is a discrepancy between this guide and the carrier certificate, then the carrier certificate overrides data found in this guide.

Polly

From: Kim Lane
Sent: Monday, June 18, 2018 1:34 PM
To: Polly
Subject: FW: Life Insurance

Kim Lane
Human Resources
Genoa Township
2911 Dorr Rd.
Brighton, MI 48116
Phone: 810.224.5839
Fax: 810.588.6894
kim@genoa.org



From: Kim Lane
Sent: Friday, May 04, 2018 3:50 PM
To: Robin Hunt; Mike Archinal; Bill Rogers; Polly; Kelly VanMarter
Subject: Life Insurance

Good Afternoon Admin Committee –

I wanted to relay information back to you that I learned this week regarding life insurance.

I spoke with Grace and Porta regarding Polly's request to either remove the age-banded benefit reductions from our group coverage or provide policies that equal \$50,000 for anyone age 65+.

Unfortunately, life insurance companies will not even provide quotes for group life insurance without benefit reductions. Group rates are based on spreading the risk of claims over the population of the group. Currently, we pay just \$10.50/month for each employee to provide them with a term life policy as part of their benefit package. It's a low rate for a potential benefit. It is also the nature of Life Insurance no matter where you go. The older we are, the higher rates we pay due to increased health and mortality risks. Group Insurance is meant to provide coverage for a whole group at the same price per person regardless of age and health so it comes with benefit reductions once we get close to normal retirement age.

So, there's nothing we can do about changing our Group Policy.

That being said, I asked Grace and Porta to give us quotes for \$50,000 policies for our folks who would require them. The costs for these policies range in price from \$2500 to \$7325 annually depending on age. It would cost the Township approximately \$22,250+ annually to buy a policy for each of these 5 individuals. Currently, we pay just \$5,166 annually to provide all 41 employees some level of coverage.

We may not like it, Life Insurance works just like any other insurance. We are betting against ourselves and they base their rates and coverage on risk. While I can empathize with Polly on the desire to have the same coverage level and other employees, I do not recommend that we set a precedent for purchasing individual policies for individuals age 65+. Genoa Township provides a very rich benefit program (and opt-out payment) overall for our employees – I think

we are already providing above-and-beyond even with the life benefit reduction. And if you recall, we increased the life coverage from \$25,000 to \$50,000 about three years ago, so even the reduced amount is more than it was a few years ago.

I hope this information helps.

Kim

Kim Lane
Human Resources
Genoa Township
2911 Dorr Rd.
Brighton, MI 48116
Phone: 810.224.5839
Fax: 810.588.6894
kim@genoa.org



MEMORANDUM

TO: Township Board

FROM: Michael Archinal 

DATE: 7/11/2018

RE: 2018 Sidewalk Installation
Construction Phase Services

Attached you will find a proposal from Tetra Tech for construction phase services for this year's sidewalk project which will extend from Kellogg to Hughes on the north side of Grand River. This section will involve substantial engineering issues because of the long stretch of boardwalk that will have to be installed across the large wetland between Bordine's and Cortland Condominiums. We have secured necessary easements and are waiting for final estimates from the contractor.

Please consider the following action:

Moved by _____, supported by _____, to authorize a Construction Phase Services proposal with Tetra Tech for \$39,800 for the 2018 sidewalk program.



July 3, 2018

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

**Re: 2018 Sidewalk Installation Hughes to Kellogg
Construction Phase Services Proposal**

Dear Mr. Archinal:

This spring the Township elected to pursue the construction of a significant portion of the Grand River sidewalk and pathway project consisting of the sidewalk and boardwalk from Hughes to Kellogg Roads. This phase of the project will connect existing walkways along the north side of Grand River. A significant element in the project is the construction of an elevated boardwalk between Bordines Nursery and the Courtland Condo development on the northeast corner of Grand River and Kellogg. This area has a significant depression and wetland drainage system that necessitate constructing the raised walkway.

Plans and specifications for the proposed sidewalk improvements have been completed and permits for construction are being obtained through the LCRC. It is anticipated that a construction contract will be obtained by the Township with Concrete Construction of Fowlerville, who has installed the majority of the walkway in years past. The Township is securing the easements needed to construct certain portions of the sidewalk that fall outside the public road right-of-way. We anticipate the project being ready to proceed to construction in early August.

To assist the Township in administering the construction we have prepared the following proposal and scope of services for the layout of the improvements and construction phase engineering services.

SCOPE OF SERVICES

- Arrange and attend a preconstruction meeting with the contractor and Township to review the work and project details.
- Provide survey layout of proposed walk and boardwalk inclusive of staking the centerline of the route at 50-foot increments, and then staking the right-of-way of Grand River at approximately 100-foot increments. Grades for the sidewalk are provided on the construction plans for the contractor's use in installing the walk. Grades for the raised walkway will be provided on the staking in the field.
- Provide a resident project representative to observe the work of the contractor. RPR services will be provided on a part-time basis. An average of 8 hours per week for a projected 10-week construction period is assumed in this proposal.
- Engage a subconsultant to perform concrete field testing consisting of slump tests, air entrainment tests, and if necessary, cylinder preparation for each concrete pour. It is assumed the sidewalk will be completed in 8 events.
- Engage a subconsultant to witness the installation of the helical piers supporting the raised boardwalk.
- Prepare pay certificates for monthly invoices from contractor.

Tetra Tech
401 South Washington Square, Suite 100, Lansing, MI 48933
Tel 517.316.3930 Fax 517.484.8140 www.tetrattech.com

- Perform a final inspection of the completed work and note any deficiencies that need to be addressed by the contractor prior to final payment.
- Prepare conforming to construction record drawings.

SCHEDULE

It is anticipated that the construction will commence in August 2018 and be completed prior to December 2018.

COMPENSATION

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


Construction Phase	\$28,000
Testing Subconsultants	<u>\$11,800</u>
Total	\$39,800

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

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

Please call if you have any questions.

Sincerely,



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

Attachments: Tetra Tech Standard Terms and Conditions

PROPOSAL ACCEPTED BY GENOA TOWNSHIP:

AUTHORIZING SIGNATURE _____

PRINTED NAME _____

TITLE _____ **DATE** _____



Tetra Tech of Michigan, PC Engineering Services Standard Terms & Conditions

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

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

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

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

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

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

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

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

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

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

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

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

Period of Service This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule in Attachment A. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

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

Worker's Compensation – as required by applicable state statute
Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate
Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage

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

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

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

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

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

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices, together with all costs arising out of such termination, within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

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

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

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

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

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

Consequential Damages Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

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

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

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

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

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

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

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

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

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

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

Survival All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

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

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

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

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

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

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

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

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

Board Correspondence

10 Board 7/16/18

Cromaine District Library
Regular Board Meeting
Thursday, May 17, 2018

APPROVED

- Members Present: Black, Cafmeyer, DeRosier, Lewis, Oemke, Sargent, Thompson
- Members Absent: Cafmeyer
- Staff Present: Director Marlow, Barbara Rentola, Janice Yaklin
- Guests: None

Shortly before the meeting convened, Grace Kelch and Meagan Brown, new Adult Services Librarians, met with the trustees to be introduced and learn who the trustees are.

- I. President Lewis called the meeting to order at 7:02 p.m. in the Community Room of the Cromaine Village Library.

- II. **Approval of agenda** Agenda Approval
 Member DeRosier moved to approve the agenda, seconded by Secretary Oemke. Passed unanimously.

- III. **Approval of Consent Calendar** Consent Calendar Approval
 Treasurer Sargent moved to approve the agenda, seconded by Member Black. Passed unanimously.
 - A. Approval of minutes, 4/19/18
 - B. Acknowledge receipt of the April Financial Reports and payment of April invoices totaling \$54,644.82 and payroll obligations totaling \$61,532.54.
 - C. Director's Report
 - D. Committee Reports

Community Relations	May 1
Finance	May 10
Personnel	May 3
Planning	May 9

- IV. **Call to the Public:** Call to the Public
 Janice Yaklin said that it sounded like the Strategic Planning Retreat was successful. Janice was thanked for volunteering to be greeter and with Gail, another volunteer, set up and cleaned up lunch at the Retreat.

- V. **Director's Report Update – Update, Comments & Questions from the Community** Director's Update
 The Director's Report was updated verbally with the following:
 In the past two months, volunteers have given 458.25 hours with most of the hours from adults. It is expected that this will switch to mostly teens in the summer.
 At this time, we believe we are on track for parking lot repair and recap Wednesday, May 30 and Thursday, May 31. It is weather-dependent. We'll add notices to Facebook and the web site if the dates change. Parking will need to be along Hartland Road, School Road, and Henry Street, or in the day care parking

lot and on the south lawn.

The 2018 Scholarship winners have been selected and notified. There were 18 applicants, including both of the two who were eligible for the Jeanne Smith Library Teen Volunteer Scholarship. The winner of the Jeanne Smith Library Teen Volunteer Scholarship is Kayla Fisco. The winner of the Post-secondary Education Scholarship is Nicole Nelson. The Library Director will present both scholarships at the June 6 Honors Night.

Detroit's 105.1 Hip Hop Radio station plans to come out to the Library June 12 and perform one of its 105 Random Acts of Kindness, by helping the Hartland Home & Garden Club with landscape work. The Library itself has also been contacted to be a live feed and video/audio taping in late June and early July. Details are being sorted out.

Due to CARL development issues that had to have higher priority for go-live and post go-live, the re-entry into MeLCat has been pushed back until September 5. We are very sorry to hear this, as will our patrons be.

CARL migration continues, but each day it is a new question. We've asked for reassurance that there will be a way to check in materials without charging fines. Because we are the only library in TLN that does not charge fines, we are being the "squeaky wheel" to be sure it is not forgotten. Donna Janke is doing the heavy lifting.

Memorial Day Parade plans are nearly wrapped up. There will be pencils and possibly candy to hand, not throw, out. Two book carts in the parade will hold children's book characters. Snoopy, instead of Clifford, will walk in the parade with Cromaine.

The 2018 Headlee Amendment roll-back factor has been calculated by the county. Cromaine's millage rate, originally authorized in 1997 at 1.6 mills, rolled back in 2017 to 1.5201, has now for 2018 been rolled back to 1.4914.

The Community Retreat had 48 participants, 43 of whom made it through the day, and a very lively discussion. The comments from the staff Strengths, Weaknesses, Challenges, and Opportunities activity with the Library Strategies' facilitators, Nick and Stu, have been distributed tonight. The notes/comments from the Community Retreat have also been distributed tonight. Next step is to receive the draft strategic plan for review.

The Library Director will be away May 26 through June 5.

Questions and Comments from the Trustees:

President Lewis asked if it was true that the paving lot project will only take two days for both parking lots. The Library Director replied that this is what the company said. Secretary Oemke confirmed that a recent parking lot paving project at St Augustine's was done very quickly. Trustee Black reminded the board it is a 2 inch cap, not a complete removal and replacement. Treasurer Sargent questioned if the two days included the striping, to which the President said its tape not paint usually. The Library Director reminded everyone that the dates are weather-dependent.

VI. Discussion

A. Strategic Plan 2018-2023: Survey Results & Community Retreat Report

Strategic Plan
2018-2023

Vice President Thompson said that the survey results, in the board packet, are a lot of detail and all over the place. Attending the Community Retreat was quite a pleasure. There was a good cross-section of the community from teens through "old" people and everyone had their "say-so." It made him feel good to have such great participation, including folks who don't really support the library. They learned a lot and maybe changed some outlooks on the library. The retreat highlighted the growth and future in collaboration among the Library, the Township, and the Schools. Having the Superintendent of Schools, Chuck Hughes, and the Hartland Township Clerk, Larry Ciofu, at the retreat was especially good. It is clear that people definitely want to make this community even better.

Trustee DeRosier commented that there's a momentum that can be grown from something like this. She wants to be sure that there is follow-up with the retreat attendees and that every effort is made to keep them engaged, including inviting them to be on committees. She stated that she specifically wants to be sure there is follow-up with the attendees. The Library Director replied that the Administration department's goal for 2017-2018 is the communication of everything around the strategic planning effort and that includes following up with the attendees. Trustee DeRosier had mixed feelings at the conclusion of the Community Retreat. She believes there was too much face-forward time. She thought that there would be more small group, face-to-face around tables for work. Vice President Thompson agreed with that sentiment and also confirmed that the Library needs to get the attendees more involved.

B. Board Education Moment: Succession Planning & New Member Orientation

As directed by the Personnel Committee and recommended by Library of Michigan Lawyer Clare Membiela, the Library Director showed one of the United for Libraries "Short Takes for Trustees" videos on this topic. At the conclusion of the video, the Director pointed out the handout that accompanies the video on identifying the needed strengths, qualifications, and make-up for new members of the Board. She suggested that, in light of the discussion of getting more Community Retreat attendees engaged, the trustees look at this handout and at the places where they meet people, e.g., churches, Sierra Club, Senior Center, other groups and clubs, and see who can be encouraged to consider library trustee as a role in the community. President Lewis said the first barrier is identifying anyone who is willing to take the time from family to make this commitment. The Director asked the trustees which of the "Short Takes" videos they would like to see in June. The group chose "Strategic Planning."

Board Education
Moment:
Succession
Planning

C. Report of Library Director's Evaluation

President Lewis noted that a question she had was why anyone would make "N/A" on the Library Director's evaluation for new board member orientation. She verified that each of the trustees who had come on board since 2008 had an orientation with the Library Director. Some members stated that they understood the question to refer to this specific year, FY 2017-2018, so since

Report of Library
Director's
Evaluation

there had been no new members, it was "N/A." So some trustees answered the question with ratings for when they last knew or had a new member orientation and others gave N/A since there was none for this specific year. Other than that, there were no other questions. President Lewis commented that the score of 3.7 out of 4 is consistent with the past several years. Trustee Black said that one of the results he had read in the Strategic Planning Survey was "clone Ceci" and he thought that said a lot about performance. The Library Director thanked the Board for their comments, which are especially helpful.

D. Operating, Improvement, & Gift Fund Budgets estimated year-end for 2017-18 & proposed for 2018-19 presented for discussion

The prepared budgets plus the questions from Secretary Oemke's review (provided in writing for the Board) and the answers from the Library Director were discussed. The Board thanked Secretary Oemke for her thorough review. Trustee DeRosier noticed that taxes are up \$50,000 in the year-end for 2017-2018 over what was adopted. The Library Director confirmed that as the Finance Committee looked at the Tax Receipt report, it was noted that some townships did come in higher than projected on tax revenue. All agreed that was "a good thing." President Lewis asked if we have the final Headlee Amendment rollback on the millage for 2018. The Library Director replied that she just got the statement from the county's web site yesterday. She had projected the rollback to be from 1.5201 to 1.5; it has come in at 1.4914 for 2018. However, some of the township's valuations have come in higher, so at this point, if the Personal Property Tax Reimbursement projection of \$35,000 holds true (and no one knows), then there is \$30,000 more in revenue for FY 2018-2019 than what is shown in the documents that part of this packet.

Budgets for
2017-18 &
2018-19

There were no more questions on the budget. The Board President encouraged the Trustees to look over the documents carefully and send questions to the Library Director for the Finance Committee's review. The Operating Fund budget for FY 2018-2019 is the only budget included in the Public Hearing which precedes the June 21 Board meeting. The public hearing is the Truth in Taxation hearing and no changes are made to the budget at that time. The purpose of the hearing is to show the justification to collect the Headlee Amendment rolled back millage rate of 1.4914. Treasurer Sargent asked what if some member of the public opposes a specific item in the budget or the budget as a whole. Vice President Thompson stated that is the point of the Hearing--the public can review the budget and ask questions and make comments. The actual budget approval takes place as part of the June 21 meeting, following the hearing. At that time, there will be six resolutions on the agenda to approve each of the FY 2017-2018 estimated year-end budgets and each of the FY 2018-2019 proposed budgets. The Finance Committee will meet and review the latest iteration of the budgets on June 14. The public budget for the hearing is only the Proposed FY 2018-2019 Operating Fund Budget and must be published and available to the public no less than six days prior to the hearing or at the time that the advertisement for the hearing is published (which is customarily just in time).

Calling a 2018-
2019 Operating
Fund Budget
hearing for June
Meeting

E. Calling a 2018-2019 Operating Fund Budget hearing for June meeting
Discussed above

F. Memorial Day Parade

Trustee DeRosier stated that in order to keep the Cromaine Library parade entry contingent together, she'd like to have two people walk with the banner in front of the golf cart President Lewis drives. President Lewis stated that what she needs is for the walking contingent to walk in front of the cart, not behind, so that she can see when the group is separating. The Library Director noted that Youth Services Manager Marta-Kate Jackson will be managing all of the Memorial Day weekend events for the Library. The pencils distributed at the meeting are to hand out along with left over candies and such from exhibits. There will be book carts loaded with children's book characters to push and Snoopy (rather than Clifford) will walk in the parade. There may be others. President Lewis asked if the "Man in the Yellow Hat" would walk; the Library Director replied that she did not know for sure.

Memorial Day
Parade

VII. Decisions

A. Resolution 18-7, Calling a Public Hearing on the Proposed Operating Budget of the Cromaine District Library

Res 2018-7
Calling a Public
Hearing

Vice President Thompson moved to approve Resolution 18-7, Calling a Public Hearing on the Proposed Operating Budget of the Cromaine District Library, Treasurer Sargent seconded. A roll call vote was taken for approval of the resolution. Ayes: Black, DeRosier, Lewis, Oemke, Sargent, Thompson
Nays: None APPROVED

VIII. Information

Upcoming meeting dates include:

Upcoming
Meeting
Dates

June 6	Community Relations Committee, 10 am, Director's Office
June 7	Personnel Committee, 6:30 pm, Director's Office
June 13	Planning Committee, 10 am, Director's Office.
June 14	Finance Committee, 2:00 pm, Director's Office
June 21	Public Hearing on FY 2018-2019 Operating Fund Budget, 7 pm preceding the Board of Trustees meeting, Community Room

Other dates of importance:

Memorial Day Parade - Monday, May 28, meet at Ore Creek Middle School by 12 noon

Used Equipment Sale - Saturday, June 9, 10 am - 12 noon

Summer Reading Kick-off - Saturday, June 16, 11 am - 1 pm

Summer Concert Series starts - Wednesday, June 20, 6:30 pm

Agenda Items for
Next Meeting

IX. Agenda Items for Next Meeting

- Public Hearing on FY 2018-2019 Operating Fund Budget
- Strategic Plan 2018-2023
- Board Education Moment
- Resolutions for adopting new budget/amending still current budgets

X. Call to the Public:

Public Call

Janice Yaklin thanked the Board for a "good meeting."

X. Motion by Vice President Thompson seconded by Member Black to adjourn at ___8:12 p.m.

Adjournment

KATHLEEN OEMKE, SECRETARY

Barbara Rentola, Recording Secretary
Cromaine District Library Board

Documents distributed to the Board for/at this meeting:

- 4/17/18 Proposed Minutes
- April 2018 Financial Reports & Checks Issued Totals
- April 2018 CDL Investment Performance Report
- Director's Report 5/17/18
- CDL Statistics for April 2018 & updated CDL 4-year Circulation Graph
- Patron Comments Received April 2018
- Community Relations Committee Minutes, 5/1/18
- Finance Committee Action/Decision List, 5/10/18
- Personnel Committee Minutes, 5/3/18
 - CDL Board Filing Requirements
 - Petition Signature Requirement Chart
 - Trustee Recruitment Brochure
 - Board of Trustees Operating Procedures, adopted 4/19/18
- Planning Committee Minutes, 5/9/18
- Board Education Moment Handout from United for Libraries: *Short Takes for Trustees: Succession Planning & New Board Orientation*, with Director's Memo attached
- Library Director Evaluation w/memo attached
- Operating, Improvement, & Gift Fund Budgets estimated year-end for 2017-18 & proposed for 2018-19 with Director's memo attached
- Questions from Secretary Oemke Re: Budget
- Resolution 18-7, Calling a Public Hearing on the Proposed Operating Budget of the CDL
- CDL Staff SWOC Session Notes
- CDL Strategic Planning Retreat Agenda
- Library Strategies Strategic Planning Retreat Power Point Presentation
- CDL Staff Community Retreat Notes
- Director's 2017-18 Report to Hartland Chamber
- *Opinion: Michigan may soon be forced to pay cities under Headlee* Article from *Bridge: News & analysis* from The Center for Michigan
- Revised Copies of Policies 3010, 4020 & Rescinded Policy 7005
- Stickers for Reviewed policies 4010, 4030, 8008, 8009 & 8011
- Hartland Memorial Day Parade Schedule
- *Board & Administrator*, May 2018

From: Kathleen Kline-Hudson [<mailto:KKline-Hudson@livgov.com>]
Sent: Thursday, July 05, 2018 4:25 PM
To: Mike Archinal
Subject: Fillmore County Park Construction Bid and Budget

Hi Mike,

This past Monday, July 2, the Board of Commissioners approved the construction bid for Fillmore County Park (see attached). Thanks to Genoa's generous contribution I only had to ask for the remaining 50% of the \$17,000 + construction contract shortfall and an additional \$5,000 for contingency.

Thank you for all the assistance from you, Bill and the Genoa Township Board of Trustees!

Kathleen

Kathleen J. Kline-Hudson, Director
LIVINGSTON COUNTY PLANNING DEPARTMENT
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