

**GENOA CHARTER TOWNSHIP BOARD**  
**Regular Meeting**  
**July 15, 2019**  
**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: July 1, 2019

**Approval of Regular Agenda:**

3. Introduction of proposed Zoning Ordinance Text Amendment (ordinance Z-19-03) and to set the date for a second reading and consideration for adoption for Monday, August 5<sup>th</sup>, 2019. The proposed Zoning Text Amendment (Z-19-03) involves changes to the ordinance in regard to Article 7 entitled “Commercial and Service Districts” and Article 25 entitled “Definitions” to modify existing and add new uses and related definitions.
4. Consider of approval of a proposal from Tetra Tech in the amount of \$26,2000 for design services related to Dillon Street with a 50 percent cost sharing with the Livingston County Road Commission.

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 15 2019

TOWNSHIP GENERAL EXPENSES: Thru July 15 2019	\$135,135.52
July 12, 2019 Bi Weekly Payroll	\$100,887.17
OPERATING EXPENSES: Thru July 15, 2019	<u>\$362,493.86</u>
TOTAL:	<u>\$598,516.55</u>

Check Date	Check	Vendor Name	Amount
Bank FNBCK CHECKING ACCOUNT			
07/03/2019	35357	ADAMS WELL REPAIR INC.	1,075.00
07/03/2019	35358	ALLSTAR ALARM LLC	170.00
07/03/2019	35359	BRANDON VANMARTER	480.19
07/03/2019	35360	BRIGHTON ANALYTICAL , L.L.C.	62.00
07/03/2019	35361	COMCAST	247.58
07/03/2019	35362	DTE ENERGY	45.60
07/03/2019	35363	DYKEMA GOSSETT, PLLC	4,976.36
07/03/2019	35364	LIBERTY TITLE AGENCY	250.00
07/03/2019	35365	MEI TOTAL ELEVATOR SOLUTIONS	119.60
07/03/2019	35366	MICHIGAN OFFICE SOLUTIONS	120.27
07/03/2019	35367	NEOFUNDS	2,500.00
07/03/2019	35368	NETWORK SERVICES GROUP, L.L.C.	150.00
07/03/2019	35369	PERFECT MAINTENANCE CLEANING	565.00
07/03/2019	35370	PONTEM SOFTWARE	471.00
07/03/2019	35371	ROTARY CLUB OF BRIGHTON	583.00
07/03/2019	35372	SEWARD HENDERSON PLLC	7,159.40
07/03/2019	35373	SPIRIT OF LIVINGSTON	363.90
07/03/2019	35374	STATE OF MICHIGAN	10.00
07/03/2019	35375	TERRY CROFT	67.28
07/03/2019	35376	TRI COUNTY SUPPLY, INC.	176.64
07/03/2019	35377	WALMART COMMUNITY	425.94
07/09/2019	35378	ADVANCED DISPOSAL SERVICES	67,683.56
07/09/2019	35379	BORDINE NURSERY	139.98
07/09/2019	35380	COMCAST	637.20
07/09/2019	35381	CONTINENTAL LINEN SERVICE	124.68
07/09/2019	35382	DTE ENERGY	160.92
07/09/2019	35383	DTE ENERGY	70.16
07/09/2019	35384	RTI INSPECTION SERVICES, LLC	200.00
07/09/2019	35385	TAMMY LINDBERG	303.05
07/09/2019	35386	LIVINGSTON PRESS & ARGUS	470.00
07/09/2019	35387	MASTER MEDIA SUPPLY	22.21
07/09/2019	35388	MHOG WATER AUTHORITY	25,305.00

FNBCK TOTALS:

Total of 32 Checks:	135,135.52
Less 0 Void Checks:	0.00
Total of 32 Disbursements:	135,135.52

Check Register Report For Genoa Charter Township  
 For Check Dates 07/12/2019 to 07/12/2019

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
07/12/2019	FNBCK	EFT356	FLEX SPENDING (TASC)	1,032.12	1,032.12	0.00	Open
07/12/2019	FNBCK	EFT357	INTERNAL REVENUE SERVICE	24,263.93	24,263.93	0.00	Open
07/12/2019	FNBCK	EFT358	PRINCIPAL FINANCIAL	3,186.00	3,186.00	0.00	Open
07/12/2019	FNBCK	EFT359	PRINCIPAL FINANCIAL	2,316.55	2,316.55	0.00	Open
<b>Totals:</b>				<b>30,798.60</b>	<b>30,798.60</b>	<b>0.00</b>	
Total Physical Checks:					Dir. Dep.		
Total Check Stubs:				4	70,088.57		
					<u>70,088.57</u>		
					<b>\$ 100,887.17</b>		

Check Date	Check	Vendor Name	Amount
Bank 503FN DPW-UTILITIES #503			
07/01/2019	4692	ASCENSION MICHIGAN	130.00
07/01/2019	4693	HOME DEPOT CREDIT SERVICES	3,357.73
07/01/2019	4694	MICHIGAN OFFICE SOLUTIONS	120.27
07/02/2019	4695	GENOA TOWNSHIP	350,000.00
07/09/2019	4696	TRACTOR SUPPLY CO.	996.83
07/09/2019	4697	WINDSTREAM	46.94
503FN TOTALS:			
Total of 6 Checks:			354,651.77
Less 0 Void Checks:			0.00
Total of 6 Disbursements:			354,651.77

Check Date	Check	Vendor Name	Amount
Bank 592FN CAF POINTE OPERATING FUND #592			
07/02/2019	4621	DTE ENERGY	1,195.40
07/09/2019	4622	AT&T LONG DISTANCE	57.07
07/09/2019	4623	CONSUMERS ENERGY	112.27
07/09/2019	4624	DTE ENERGY	719.04
07/09/2019	4625	DTE ENERGY	1,637.40
592FN TOTALS:			
Total of 5 Checks:			3,921.18
Less 0 Void Checks:			0.00
Total of 5 Disbursements:			3,921.18

Check Date	Check	Vendor Name	Amount
Bank 593FN LAKE EDGEWOOD OPERATING FUND #593			
07/02/2019	3612	BRIGHTON ANALYTICAL, D.L.C.	201.00
07/02/2019	3613	CONSUMERS ENERGY	19.00
07/09/2019	3614	CHARTER TOWNSHIP OF BRIGHTON	932.50
07/09/2019	3615	DTE ENERGY	2,769.41
593FN TOTALS:			
Total of 4 Checks:			3,920.91
Less 0 Void Checks:			0.00
Total of 4 Disbursements:			3,920.91

**Pine Creek Checks**  
**No A/P checks issued for this Board Packet**

**GENOA CHARTER TOWNSHIP BOARD**  
**Regular Meeting**  
**July 1, 2019**

**MINUTES**

Supervisor Rogers called the Regular Meeting of the Genoa Charter Township Board to order at 6:30 p.m. at the Township Hall 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, Jean Ledford, Terry Croft and Diana Lowe. Also present were Township Manager Michael Archinal and two persons in the audience.

A Call to the Public was made with no response.

**Approval of Consent Agenda:**

Moved by Lowe and supported by Mortensen to approve all items listed under the Consent Agenda as requested. The motion carried unanimously.

**1. Payment of Bills.**

**2. Request to Approve Minutes: June 17, 2019**

**Approval of Regular Agenda:**

Moved by Lowe and supported by Hunt to approve for action all items listed under the Regular Agenda as requested. The motion carried unanimously.

**3. Request for approval on the proposed ordinance number 190701, granting to Consumers Energy Company, its successors and assigns, the right and authority to lay, maintain and commercially operate gas lines and facilities including but not limited to mains, pipes, services and on, under, along, and across public places including but not limited to highways, streets, alleys, bridges, and waterways, and to conduct a local gas business in the Charter Township of Genoa, Livingston County, Michigan, for a period of thirty years.**

**A. A Call to the Public was made with no response.**

**B. Disposition of Request**

Moved by Skolarus and supported by Lowe to approve Ordinance Number 190701 from Consumers Energy Company as requested. The motion carried by roll call vote as follows: Ayes – Ledford, Croft, Hunt, Lowe, Mortensen, Skolarus and Rogers. Nay – None.

**4. Consideration of a recommendation for approval of a special use, site plan and environmental impact assessment for a proposed 59,400 sq. ft. industrial building for Masonite Corporation. The property in question is located at 5665 Sterling Drive, Brighton on parcels #4711-15-200-028, 029 & 030. The request is petitioned by Schonscheck, Inc.**

**A. Disposition of Special Use Application**

Moved by Lowe and supported by Croft to approve the special use permit for an industrial building over 40,000 square feet located at 5665 Sterling Drive, Brighton on parcels #4711-15-200-028, 029 & 030. This approval is granted because it has been found that the request meets the requirements of Section 19.03 of the Township Ordinance. The motion carried unanimously.

**B. Disposition of Environmental Impact Assessment (4-24-19)**

Moved by Hunt and supported by Lowe to approve the Environmental Impact Assessment dated April 24, 2019 for a proposed 59,400 square foot industrial building located at 5665 Sterling Drive, Brighton on parcels #4711-15-200-028, 029 & 030 as requested. The motion carried unanimously.

**C. Disposition of Site Plan (5-22-19)**

Moved by Skolarus and supported by Croft to approve the site plan dated May 22, 2019 for a proposed 59,400 square foot industrial building located at 5665 Sterling Drive, Brighton on parcels #4711-15-200-028, 029 & 030 with the following conditions:

1. All existing easements conflicting with the proposed project shall be extinguished prior to issuance of a land use permit.
2. Parcel reconfiguration and easements for shared drainage and reciprocal access shall be provided prior to issuance of a land use permit.
3. The discharge of the detention pond and drainage for the emergency access drive shall be addressed and approved by the Township Engineer.
4. The requirements of the Fire Department shall be complied with.
5. The corrections to the building size and landscaping plan as requested by the Township planner in the letter dated June 4, 2019 shall be made.
6. All conditions of the Township Engineer in the review letter dated June 3, 2019 shall be addressed.
7. Construction plan review and necessary utility easements shall be required prior to construction.
8. Water and sewer REU's shall be re-allocated as part of the parcel reconfiguration or payment of tap fees will be required for the proposed building.

The motion carried unanimously.

**5. Consider approval of a Transfer Agreement for Fire Stations 34 and 35 from Genoa Charter Township to the Brighton Area Fire Authority.**

Mortensen – The transfer agreement should contain a reversionary clause should the fire authority break apart. We do not know what the future holds for the authority. Skolarus – Will the City of Brighton and Brighton Township transfer their halls to the authority? Mortensen – I do not see that happening. The Brighton Township Station No. 32 is located on the Brighton Township property and is used for other things. The Weber Drive facility is marginal and not of great value. Brighton City would like to reclaim the Grand River

property because of the potential value. Skolarus – This agreement was put together in 2018 and has not been updated. I would like to see a revised contract and mapping with the property to be transferred delineated on the map. Archinal – The transfer would be approximately 8.1 acres. Rogers – The fire station should be used for public safety in the future should it be abandoned by the authority. Skolarus – I would like to see a list of those uses included in the agreement. I would also like our attorney to draft a new agreement based upon conversation this evening. Rogers – We have waited long enough to make this change and action should take place this evening.

Moved by Mortensen and supported by Lowe to approve the transfer agreement contingent upon the following:

- A review by Township Attorney Joe Seward
- A revision to Item 4 – deleting “the Township shall be given the first right of purchase” and substituting a reversionary clause that the township will reclaim the property unless it is used by the fire authority or for public safety.

The motion carried as follows: Ayes – Ledford, Croft, Hunt, Lowe, Mortensen and Rogers. Nay - Skolarus. Skolarus – The language of the contract should be reviewed and changed prior to approval. A map of the site specifying the exact delineation of the transferred property should be provided. The possible uses identified as “public safety” should be included in the agreement.

**Other Business:**

The township staff is still reviewing the bids for basketball courts and a request will be included on the August 5, 2019 agenda.

The regular meeting of the Genoa Charter Township Board was adjourned at 7:05.



Paulette A. Skolarus, Clerk  
Genoa Charter Township





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


## MEMORANDUM

**TO:** Honorable Board of Trustees

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

**DATE:** July 10, 2019

**RE:** **Articles 7 and 25 Zoning Ordinance Text Amendments Ordinance No. Z-19-03**

MANAGERS REVIEW:   
 \_\_\_\_\_

In consideration of the approval recommendation by the Township Planning Commission (5/13/19 for Article 7 and 6/24/19 for Article 25) and the recommendation by the Livingston County Planning Commission scheduled for 7/17/19 please find the attached proposed zoning text amendment ordinance for your review. The proposed ordinance involves text amendments to Articles 7 and 25 of the Township Zoning Ordinance. The amendments provide for new uses and modifications to current uses in the Commercial and Service Districts as well as supplemental changes to Definitions in Article 25.

As required pursuant to the Charter Township Act (Act 359 of 1947) the Board is being asked to introduce and conduct the first reading on the proposed Ordinance. Staff is requesting the second reading, public hearing and consideration for adoption be set for the Monday, August 5th, 2019 regularly scheduled meeting. A draft publication as required by law is also attached.

As such please consider the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to introduce and conduct the first reading on proposed ordinance number Z-19-03 and to set the second reading, public hearing and consideration for adoption before the Township Board on Monday, August 5th, 2019 for the purpose of considering the proposed zoning text 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

ORDINANCE NO. Z-19-03

AN ORDINANCE TO AMEND ARTICLES 7 AND 25 OF THE ZONING ORDINANCE  
OF GENOA CHARTER TOWNSHIP IN REGARD TO COMMERCIAL AND OFFICE SERVICE DISTRICTS  
AND DEFINITIONS

---

THE TOWNSHIP OF GENOA ORDAINS:

**SECTION 1: SHORT TITLE:** This Ordinance shall be known as the “Amendment to Zoning Ordinance Articles 7 and 25 in regard to Commercial and Office Service Districts and Definitions

**SECTION 2: SUMMARY OF ORDINANCE:** Pursuant to the Michigan Zoning Enabling Act (P.A. 110 of 2006), notice is hereby given that an ordinance to amend the Zoning Ordinance regulating the development and use of land in Genoa Charter Township has been adopted by the Township Board on August 5, 2019. The Board conducted the second reading and approved Ordinance #Z-19-03 to adopt the ordinance and amend the Zoning Ordinance of the Charter Township of Genoa by amending Articles 7 and 25 in regard to Commercial and Office Service Districts and Definitions. The following provides a summary of the regulatory effect of the ordinance.

**Article 7 of the Zoning Ordinance, entitled Commercial and Service Districts, is hereby amended as follows:**

*Section 7.02 Permitted and Special Land Uses, Table 7.02 Schedule of Commercial Uses is amended to add Child care centers, preschool and commercial day care as a permitted use in the RCD; Brewpubs are added as a permitted use in the GCD and RCD; Microbrewer, small distillery, and small winery are added as special land use with requirements in the GCD and RCD; Climate-controlled indoor commercial storage is added as a special land use with requirements in the GCD and RCD; Elementary schools, junior and senior high schools and colleges are changed from permitted to special land use in the OSD; Vocational and technical training facilities are changed from permitted to special land use in the OSD; Churches, temples and similar places of worship and related facilities are added as a permitted use in the RCD; Public/government buildings are changed from a permitted to a special land use in OSD and are added as a permitted use in the RCD; Upper floor dwelling units are added as a special land use with requirements in the OSD, NSD, and GCD.*

**Section 7.02.02 Use Conditions is amended as follows:**

- **Footnote (e)** Child day care is amended to reference compliance with state requirements for play areas.
- **Footnote (h)** Commercial kennels is amended to correct grammatical errors with respect to utility references.
- **Footnote (k)** Automobile service stations is amended to add a reference to the hazardous material/fuel storage requirements.
- **Footnote (t)** Animal shelters is amended to correct grammatical errors with respect to utility references.
- **Footnote (y)** is added for Micro-breweries, small distilleries and small wineries to ensure compliance with State of Michigan requirements and to ensure sufficient area for proper loading/unloading and affiliated vehicle parking within the rear yard.
- **Footnote (z)** is added as follows: Climate controlled indoor commercial storage shall comply with the following requirements: (1) All buildings shall conform to the design and material standards of Section 12.01 and shall include a minimum of 25% window space (including spandrel or tinted glass) on all building elevations visible from a public or private road and the parking lot. The Planning Commission may modify this requirement in accordance with Section 12.01.04.; (2) Any internal overhead doors visible through the windows shall be a natural earth tone color that is harmonious with the interior wall color and design of the building, unless otherwise approved by the Planning Commission.; (3) Exterior overhead doors for vehicular access shall not face any public roadway except as approved by the Planning Commission under the following circumstances: ( a). For through garages where doors are provided on the front and rear of the building; (b). Garages located on corner or through lots; (c.) Where the Planning Commission determines that a rear garage would have a negative impact on an abutting residential district; and, ( d.) Under these circumstances the Planning Commission may require additional landscape screening above and beyond what is required for street frontage landscaping.
- **Footnote (aa)** is added as follows: Upper floor dwelling units shall incorporate parking and waste receptacles for the dwelling units in the site plan for the facility.

**Article 25 of the Zoning Ordinance, entitled Definitions, is hereby proposed to be amended as follows:**

- Added definition for **Brewpub** as follows: A manufacturer and brewer of not more than 18,000 barrels of beer per calendar year in Michigan including on premise sales of the beer produced for consumption on or off the brewpub premises with appropriate state licenses.
- Added definition for **Climate-controlled indoor storage** as follows: A fully enclosed multi-story temperature and humidity controlled commercial building with limited exterior access points and controlled indoor only access to individual and compartmentalized stalls or lockers for storage of customer’s goods or wares.
- Amended definition for **Mini or Self Storage Warehouse** to the following: A single-story building or group of single-story buildings in a fenced compound that provides direct outdoor controlled access to individual and compartmentalized stalls or lockers for the storage of customer's goods or wares.
- Added definition for **Small Winery** as follows: A wine manufacturer of no more than 50,000 gallons per year which involves

*sales to licensed wholesalers or self-distribute to retailer licensees, wine produced at the licensed winery facility, and to customers for consumption on premises at a tasting room. A Small Winery may also sell wine it manufactures at an approved tasting room off the manufacturing premises with appropriate state licenses.*

**REPEALOR:** All ordinances or parts of Ordinances in conflict herewith are repealed.

**SEVERABILITY:** Should any section, subsection, paragraph, sentence, clause, or word of this Ordinance be held invalid for any reason, such decisions shall not affect the validity of the remaining portions of the Ordinance.

**SAVINGS:** This amendatory ordinance shall not affect violations of the Zoning Ordinance or any other ordinance existing prior to the effective date of this Ordinance and such violation shall be governed and shall continue to be separate punishable to the full extent of the law under the provisions of such ordinance at the time the violation was committed.

**EFFECTIVE DATE:** These ordinance amendments were adopted by the Genoa Charter Township Board of Trustees at the regular meeting held on August 5, 2019 and ordered to be given publication in the manner required by law.

On the question: "SHALL THIS ORDINANCE NOW PASS" the following vote was recorded:

**Yeas:**

**Nays:**

**Absent:**

I hereby approve the adoption of the foregoing Ordinance this 5th day of August, 2019.

---

Paulette Skolarus  
Township Clerk

---

Bill Rogers  
Township Supervisor

Township Board First Reading: 7/15/19  
Date of Posting of Proposed Ordinance: 7/16/19  
Date of Publication of Proposed Ordinance: 7/21/19  
Township Board Second Reading and Adoption: 8/5/19  
Date of Publication of Ordinance Adoption: 8/11/19  
Effective Date: 8/11/19

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

**NOTICE OF PROPOSED ZONING TEXT AMENDMENT  
AUGUST 5, 2019**

**ORDINANCE #Z-19-03  
AN ORDINANCE TO AMEND ZONING ORDINANCE ARTICLES 7 AND 25 IN REGARD TO  
COMMERCIAL AND OFFICE SERVICE DISTRICTS AND DEFINITIONS**

---

Pursuant to Michigan Public Act 110 of 2006, (the Zoning Enabling Act) and Michigan Public Act 359 of 1947, (the Charter Township Act), notice is hereby given that the Genoa Charter Township Board of Trustees has conducted the first reading and will be performing the second reading and considering an ordinance addressing amendments to Zoning Ordinance Articles 7 and 25. Consideration of said amendment is scheduled for the Board meeting on Monday, August 5, 2019 at 6:30 p.m. The meeting will be held at the Township Hall located at 2911 Dorr Road, Brighton, Michigan 48116. The complete text of the proposed ordinance is available on the website or at the Township Office during regular business hours. The following provides a summary of the regulatory effect of the ordinance.

**Article 7 of the Zoning Ordinance, entitled Commercial and Service Districts, is hereby amended as follows:**

**Section 7.02 Permitted and Special Land Uses, Table 7.02 Schedule of Commercial Uses** is amended to add Child care centers, preschool and commercial day care as a permitted use in the RCD; Brewpubs are added as a permitted use in the GCD and RCD; Microbrewer, small distillery, and small winery are added as special land use with requirements in the GCD and RCD; Climate-controlled indoor commercial storage is added as a special land use with requirements in the GCD and RCD; Elementary schools, junior and senior high schools and colleges are changed from permitted to special land use in the OSD; Vocational and technical training facilities are changed from permitted to special land use in the OSD; Churches, temples and similar places of worship and related facilities are added as a permitted use in the RCD; Public/government buildings are changed from a permitted to a special land use in OSD and are added as a permitted use in the RCD; Upper floor dwelling units are added as a special land use with requirements in the OSD, NSD, and GCD.

**Section 7.02.02 Use Conditions** is amended as follows:

- **Footnote (e)** Child day care is amended to reference compliance with state requirements for play areas.
- **Footnote (h)** Commercial kennels is amended to correct grammatical errors with respect to utility references.
- **Footnote (k)** Automobile service stations is amended to add a reference to the hazardous material/fuel storage requirements.
- **Footnote (t)** Animal shelters is amended to correct grammatical errors with respect to utility references.
- **Footnote (y)** is added for Micro-breweries, small distilleries and small wineries to ensure compliance with State of Michigan requirements and to ensure sufficient area for proper loading/unloading and affiliated vehicle parking within the rear yard.
- **Footnote (z)** is added as follows: Climate controlled indoor commercial storage shall comply with the following requirements: (1) All buildings shall conform to the design and material standards of Section 12.01 and shall include a minimum of 25% window space (including spandrel or tinted glass) on all building elevations visible from a public or private road and the parking lot. The Planning Commission may modify this requirement in accordance with Section 12.01.04.; (2) Any internal overhead doors visible through the windows shall be a natural earth tone color that is harmonious with the interior wall color and design of the building, unless otherwise approved by the Planning Commission.; (3) Exterior overhead doors for vehicular access shall not face any public roadway except as approved by the Planning Commission under the following circumstances: ( a). For through garages where doors are provided on the front and rear of the building; (b). Garages located on corner or through lots; (c.) Where the Planning Commission determines that a rear garage would have a negative impact on an abutting residential district; and, ( d.) Under these circumstances the Planning Commission may require additional landscape screening above and beyond what is required for street frontage landscaping.
- **Footnote (aa)** is added as follows: Upper floor dwelling units shall incorporate parking and waste receptacles for the dwelling units in the site plan for the facility.

**Article 25 of the Zoning Ordinance, entitled Definitions, is hereby proposed to be amended as follows:**

- Added definition for **Brewpub** as follows: A manufacturer and brewer of not more than 18,000 barrels of beer per calendar year in Michigan including on premise sales of the beer produced for consumption on or off the brewpub premises with appropriate state licenses.
- Added definition for **Climate-controlled indoor storage** as follows: A fully enclosed multi-story temperature and humidity controlled commercial building with limited exterior access points and controlled indoor only access to individual and compartmentalized stalls or lockers for storage of customer's goods or wares.
- Amended definition for **Mini or Self Storage Warehouse** to the following: A single-story building or group of single-story buildings in a fenced compound that provides direct outdoor controlled access to individual and compartmentalized stalls or

*lockers for the storage of customer's goods or wares.*

- Added definition for **Small Winery** as follows: A wine manufacturer of no more than 50,000 gallons per year which involves sales to licensed wholesalers or self-distribute to retailer licensees, wine produced at the licensed winery facility, and to customers for consumption on premises at a tasting room. A Small Winery may also sell wine it manufactures at an approved tasting room off the manufacturing premises with appropriate state licenses.

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

Paulette A. Skolarus  
Township Clerk

Ordinance posted: 07-16-19  
Press/Argus Publication: 07-21-19

May 8, 2019

Planning Commission  
 Genoa Township  
 2911 Dorr Road  
 Brighton, Michigan 48116

<b>Attention:</b>	Kelly Van Marter, AICP Planning Director and Assistant Township Manager
<b>Subject:</b>	Proposed amendments to Articles 7 and 25 of the Township Zoning Ordinance

Dear Commissioners:

As requested, we have prepared this memo to assist the Planning Commission with its consideration of amendments (enclosed) proposed to Articles 7 (Commercial and Service Districts) and 25 (Definitions) of the Township Zoning Ordinance.

The proposed amendments to Article 7 include minor modifications to current uses, as well as the inclusion of new uses, along with specific conditions for the new uses, as follows:

Modifications to current uses/conditions

- Child care centers are currently permitted by right in OSD, NSD and GCD, but not allowed in RCD; the proposal would add this as a permitted use in RCD. The conditions of footnote (e) are also being amended to reference state requirements for such uses.
- Schools are currently permitted by right in OSD; the proposal would change this to a special land use.
- Vocational and technical training facilities are currently permitted by right in OSD, GCD and RCD; the proposal would change this to a special land use in OSD.
- Churches and similar places of worship are currently permitted by right in NSD and GCD, but not listed in RCD; the proposal would add this as a by right use in RCD. As a point of reference, this change was made so that such uses are treated the same as other assembly uses in accordance with federal law.
- Public/governmental buildings are currently permitted by right in OSD, NSD and GCD; the proposal would change it to a special land use in OSD and add it as a by right use in RCD.
- Footnotes (h) and (t) are being cleaned up with respect to utility references.
- Footnote (k) would include a reference to the hazardous material/fuel storage requirements for automobile service stations.

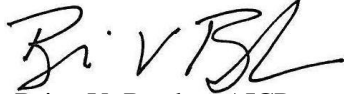
New uses

- Brewpubs would be permitted by right in GCD and RCD.
- Micro-brewery, small distillery and small winery would be added as special land uses in GCD and RCD, along with specific conditions (footnote y).
- Climate-controlled indoor commercial storage would be added as a special land use in RCD and GCD, along with specific conditions (footnote z).
- Upper floor dwelling units would be added as a special land use in OSD, NSD and GCD, along with specific conditions (footnote aa).

The proposed amendments to Article 25 are generally limited to the new uses being added to Article 7 (brewpub, climate controlled indoor commercial storage and small winery), although edits are also proposed to mini/self-storage to make a clearer distinction between those uses and the proposed use of climate-controlled indoor commercial storage.

Should you have any questions concerning this matter, please do not hesitate to contact our office. I can be reached by phone at (248) 586-0505, or via e-mail at [bborden@safebuilt.com](mailto:bborden@safebuilt.com).

Respectfully,  
**SAFEBUILT STUDIO**

A handwritten signature in black ink, appearing to read "B. V. Borden". The signature is fluid and cursive, with a large initial "B" and a long horizontal stroke extending to the right.

Brian V. Borden, AICP  
Planning Manager

impact assessment for a proposed 15-unit, single family site condominium located north of Cunningham Lake Road and west of Sundance Trail, known as Mountain Top Estates.  
Supported by Commissioner Dhaenens

**Motion carried unanimously.**

**Moved** by Commissioner Mortensen to recommend approval of the final condominium site plan dated 4-5-19 for an amendment to a previously approved site plan and environmental impact assessment for a proposed 15-unit, single family site condominium located north of Cunningham Lake Road and west of Sundance Trail, known as Mountain Top Estates subject to:

- 1.) The Master Deed and Bylaws be revised to add a private road maintenance agreement if the present language is not consistent with Township Ordinance subject to review by staff.
- 2.) The requirements in the Township engineer letter of March (May) 7<sup>th</sup>, 2019 will be met and the Planning Commission supports the recommendations regarding the private road length, the easement width and the grading.
- 3.) The requirements of the Brighton Area Fire Department in their letter dated May 7, 2019 shall be met with the exception of the underground water storage. This requirement is recommended for waiver in view of the fact that this is an amendment and it was not a requirement in prior site plan approvals for this site.

The motion was supported for discussion by Commission Rauch. Commissioner Rauch would like to require a minimum tree requirement for each lot included in the motion. In addition, he requests additional plantings in that area in the northwest corner in response to the comments received from the adjacent property owner this evening.

Commissioner Mortensen then adds to the motion the following:

- 4.) Additional evergreen trees shall be added around the retention pond in the northwest of the site plan and this will be reviewed by Township Staff for approval.
- 5.) Each lot shall provide the required 2 street trees per the ordinance plus an additional 3 trees shall be provided elsewhere on the lot. These trees shall be shown on a landscape plan associated with each land use permit for new homes.

The revised motion was supported by Commissioner Rickard.

**Motion carried unanimously**

**OPEN PUBLIC HEARING #2... Consideration of Zoning Ordinance Text amendments to Article 7 of the Zoning Ordinance, entitled "Commercial and Service Districts" and discussion of supporting amendments to Article 25.**

Brian Borden presents the proposed amendments to Article 7. The changes involve both modifications to existing uses as well as new uses. The first changes are modifications to existing uses. The changes include: making child care centers a permitted use in RCD and to have the ordinance meet the state requirements for outdoor play area; making schools a special land use in the OSD district rather than a permitted use; vocational and technical training to be made a special land use in the OSD district; churches would be a permitted use in RCD since we allow other types of assembly uses in RCD; public and government buildings are added as permitted use in RCD and as a special land use in office. Auto service standards are updated to ensure



compliance with environmental standards in addition to the specific use conditions. New land uses added include brewpubs which would be allowed by right in GCD and RCD; microbrewery, small distillery and small winery would be special land uses in RCD and GCD; Climate controlled indoor commercial storage would be added as a Special Land Use in RCD and GCD with specific conditions; and upper floor dwelling units is also added as a special land use in OSD, NSD, and GCD all with specific conditions.

Article 25 amendments are also included as a supplement to the changes proposed in Article 7, but they were not published so they are not included in the action items for this evening. The changes to Article 25 will be on the next meeting's agenda.

Commissioner Rauch suggested that the 25% window and the door color requirement for the climate controlled indoor storage be given discretion by the Planning Commission and that should be written into the language. Mr. Borden stated that he would prefer for the discretion and ability to deviate being clear in the ordinance.

A call the public was made at 8:59pm with the following response:

Daniel Boorstein with SVI Properties, LLC addressed the Planning Commission. He suggests that the letter he wrote can be disregarded since he hadn't fully reviewed the proposed changes to the text. The difference in what he wants to propose as climate controlled indoor storage as compared to mini-storage is that there are not exterior access overhead doors. The Township's goal should be to limit the exterior overhead doors. You may also want to set back these buildings so they aren't right over Grand River Avenue. The only concern with windows in this building is to put them facing a major thoroughfare. Also, too many windows can impact the usability of the space if you require them on the rear exterior. You should consider balancing the use with distance off the road.

Ms. VanMarter added that the proposed definitions address the suggestion for limited outdoor access.

The call to public closed was at 9:12pm.

A. Recommendation of Amendments to Article 7.

**Moved** by Commissioner Mortensen to recommend to the Township Board approval of the proposed amendments to Article 7 provided that the ordinance is revised in regard to the climate controlled indoor storage to include the flexibility suggested by Commissioner Rauch as discussed this evening.

Supported by Commissioner Rickard.

**The motion carried unanimously.**

**OPEN PUBLIC HEARING #3...** Discussion regarding amendments to Article 11 of the Zoning Ordinance.

**Moved** by Commissioner Grajek to approve the site plan amendment for the exterior renovations for the Courtyard by Marriott located at 7799 Conference Center Drive, Brighton subject to the following:

1. All conditions of the Fire Department and Township Planner in their respective review letters shall be addressed.
2. The Commission finds the use of Nichiha panels over 25% acceptable.
3. One way circulation shall be maintained under the porte cochere.
4. Signage shall obtain sign permits and shall comply with the variance granted by the Zoning Board of Appeals.
5. The lighting shall comply with the maximum 10 foot-candle requirements.
6. The building materials submitted this evening are acceptable and will become property of the Township.

Supported by Commissioner Rickard.

**Motion carried unanimously.**

#### **OPEN PUBLIC HEARING #4...Consideration of Zoning Ordinance Text amendments to Article 25 of the Zoning Ordinance, entitled "Definitions".**

Kelly VanMarter states that the changes to Article 25 were included in last month's packet however due to publication requirements they are schedule for public comment and recommendation this evening. The changes proposed to the definitions section serve to support the proposed uses in Article 7 as they relate to brewpubs, climate controlled indoor storage, mini storage, and small winery. Moving forward Township staff intends to send both Articles 7 and 25 to the County and Township Board for consideration together.

The call to the public was made at 8:29pm with no response.

**Moved** by Commissioner Grajek to recommend approval to the Township Board of the proposed amendments to Article 25 as submitted.

Supported by Commission Rauch.

**Motion carried unanimously.**

#### **ADMINISTRATIVE BUSINESS:**

##### **Staff Report**

Ms. VanMarter stated applications have been received for the July Planning Commission meeting from Home Depot and Lowe's. Both are seeking to re-establish their special land use permits for outdoor sales, storage and display after staff denied renewal due to years of non-compliance.

##### **Approval of the May 13, 2019 Planning Commission meeting minutes**

# MEMORANDUM

TO: Township Board

FROM: Michael Archinal 

DATE: 7/11/2019

RE: Dillon and State Street

On April 15, 2019 you approved a proposal from TetraTech for topographical and soils survey at the above referenced location. These investigations provided a likely solution by channeling storm water to an existing catch basin on Brighton Road. On July 10, 2019 a meeting was held with the Livingston County Road Commission, the Livingston County Drain Commission, Gary Markstrom, Bill Rogers and me. It was determined that the most appropriate method to address this problem would be to proceed with a special assessment district under Public Act 188 for road and drainage improvements.


The proposal from TetraTech included \$26,200 for design phase engineering. Genoa did not approve this portion of their proposal in April. The road commission has agreed, subject to approval from their board, to cover 50% of this cost with Genoa Township covering the other 50%. Any engineering costs incurred by the Township are recovered through the special assessment district.

Please consider the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve the proposal from TetraTech for engineering design services for Dillon and State Streets with the Township contributing \$13,100 and the Livingston County Road Commission contributing \$13,100.**

## MEMORANDUM

**TO:** Township Board

**FROM:** Michael Archinal 

**DATE:** 4/11/2019

**RE:** Dillon and State Street

Please take the opportunity to drive by the intersection of Dillon and State Street. This section of pavement has been in very poor condition for several years. This spring, when the frost came out of the ground the condition went from very poor to third world. The Township Supervisor and I met with the Livingston County Road Commission and Tetra Tech on March 29<sup>th</sup> to discuss this situation. On April 2, 2019 we received a copy of a petition from area residents sent to the Livingston County Drain Commissioner asking for relief from the drainage and road condition issues.

As a result of our meeting with LCRC, Tetra Tech has provided a Design Engineering Proposal for a potential solution to this problem. In speaking with LCRC and LCDC there is some question of which agency will be responsible for design and whether or not part of the cost could be spread over a special assessment district either through PA 188 of 1954 (Township Public Improvements) or Act 40 of 1956 (The Drain Code). PA 188 only allows allocation of costs to those properties fronting on the improvement. Given the large number of properties that would enjoy a benefit from the improvement this is overly burdensome to those properties unfortunate enough to front on the area in question. Act 40 would allow for assessment over a tributary area. While perhaps more fair this would be very unpopular for those property owners who do not drive this intersection.

Initial desktop review indicates that ditches and road surfaces could be shaped to newly installed structures and pipe that would convey stormwater to an existing catch basin on Brighton Road. The attached proposal includes topographic survey at \$6,800, geotechnical investigation at \$4,000 and design at \$26,200. As the project scope and the means to cover costs are unknown at this time I recommend that topographic survey and geotechnical investigation be performed to define the solution and begin to address the complaints from the affected properties.

Please consider the following action:

Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to partially approve the proposal from Tetra Tech dated April 9, 2019 including only topographical survey and geotechnical investigation in the amount of \$10,800.



**TETRA TECH**

April 9, 2019

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

**Re: Dillon Street; Road and Storm Sewer Improvements  
Design Engineering Proposal**

Dear Mr. Archinal:

Pursuant to our recent meeting with the Livingston County Road Commission, Tetra Tech is pleased to provide this proposal to prepare design and bidding documents for the reconstruction of Dillon Street from Brighton Road to south of Laurel Street. This section of Dillon Street is in very poor condition and was excluded from the 1990 road improvements due to the lack of an outlet for the stormwater runoff. With the improvements to Brighton Road a few years ago it is now possible to discharge stormwater from Dillon into the existing Brighton Road storm sewer system. In our discussion with the LCRC it was envisioned that a storm sewer would be installed along the east side of Dillon to the intersection with State Street. Catch basins would be installed as needed to collect the road and yard runoff and convey it to the existing Brighton Road system. The road improvements would consist of removing the existing failed surface, installing additional road base and then installing a hot mix asphalt surface. The road would be constructed to a two-lane cross section with a 2-foot gravel shoulder. Ditch grading would be necessary to direct the stormwater to the new storm sewer extension. The design documents would be submitted to the LCRC for review and approval prior to bidding.

To assist the Township and the LCRC, we have prepared the following scope of work for the topographic survey, geotechnical investigation and design services to be ready to solicit bids for the work.

## **SCOPE OF WORK**

### ***Design & Surveying Phase***

- Prepare base mapping by obtaining topographic survey, right-of-way, and utility information for the project area. The base plans will include approximately 500 feet of Dillon Street and 200 feet of State Street.
- Perform hydraulic calculations for the design of the storm collection system and determine its impact on the existing Brighton Road system.

Tetra Tech  
401 South Washington Square, Suite 100, Lansing, MI 48933  
Tel 517.316.3930 Fax 517.484.8140 [www.tetrattech.com](http://www.tetrattech.com)

- Engage a geotechnical subconsultant to obtain soil information via hand augers for the storm sewer and road improvements. It is anticipated that three hand augers will be obtained and analyzed.
- Prepare plans and review with Township and LCRC staff at 60% and 95% stages of development. The plans will include the proposed road improvements, the routing of the new storm sewer, and information obtained from the utility and survey scope of services.
- Prepare a preliminary opinion of probable construction cost at each design stage.
- Attend up to three meetings to review the project progress and present the project to the Township Board.

***Bidding and Construction Phases***

- Bidding and Construction phase services will be included in a separate scope of services and proposal.

**SCHEDULE**

Presented below is the proposed schedule for the project.

**Milestones Schedule**

Preliminary Design and Topographic Survey	April 2019 – May 2019
Final Design and Permitting	June 2019
Bidding & Contracting	July 2019
Construction	August – September 2019

**BUDGET**

Compensation for our personnel directly involved in the work of this proposal will be invoiced based on our hourly billable rates plus subcontracted services and outside invoices multiplied by 1.15, plus in-house reimbursable expenses. We proposed the following budgets;

Topographic Survey	\$6,800
Geotechnical Investigation	\$4,000
Design	\$26,200
<b>Total Design Phase</b>	<b>\$37,000</b>

Tetra Tech

Mr. Mike Archinal  
Dillon Street; Road and Storm Sewer Improvements  
Design Engineering Proposal  
April 9, 2019  
Page 3

If this proposal is acceptable, please sign below and return a copy to our office for our authorization to proceed. The agreement for this project is comprised of this proposal and the attached Tetra Tech Standard Terms and Conditions.

We appreciate the opportunity to provide continuing service to Genoa Township and the LCRC. If you have any questions regarding this proposal please call.

Sincerely,



Gary J. Markstrom, P.E.  
Vice President

Enclosure

**PROPOSAL ACCEPTED GENOA TOWNSHIP**

**BY:** \_\_\_\_\_

**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.

April 2, 2019

Mr. Brian Jonckheere  
Livingston County Drain Commissioner  
2300 E. Grand River, Suite 105  
Howell, MI 48843

RE: Dillon and State Street Intersection in Brighton

Dear Mr. Jonckheere:

I have lived in my home at 7841 State Street for over 42 years. We have always had trouble with the last two blocks of State Street as far as potholes and water retention. Holes may get patched with asphalt periodically. But that washes out of the giant holes after the first good rain.

In the late 1980's we all petitioned the township to get this area fixed. We were all assessed per household for this and the area was repaved. But, they did not put in any drainage. As a result, the intersection of Dillon and State Street have been an eyesore for many recent years.

This year, in particular, the area is a large eyesore and a hazard to all of us who live on Dillon Street, State Street and also Pinehurst. This also reflects on the value of our homes. Last year I brought pictures of this area to the township and am sending some with this letter.

Many of the front lawns and driveways of residents living on this corner are severely under water when it rains as is the road. This area turns into Lake Dillon as we call it.

Since we all pay our taxes to the township, we feel that we should be able to get this problem fixed. We ask that you please take this into consideration when planning this years projects. I have asked some of the neighbors to also sign this letter. Please see attached page.

Sincerely,



Gladys L. Bottum

cc: Genoa Township Hall

Dillon and State Street Intersection Letter

Kaye L. Lang	7855 State St., Brighton MI
<del>Donald L. Lang</del>	<del>7855 State St., Brighton, MI</del>
Mike Madia	7879 State St Brighton MI 48116
Wino Wines	7879 State St Brighton MI 48116
Michael Down	7887 State St Brighton MI 48116
Mary Tomlinson	7888 State Street Brighton, MI 48116
Jane Joulens	7898 State St Brighton MI 48116
<del>John A.</del>	<del>7895 State St Brighton 48116</del>
Kerline Gubomovich	7852 STATE ST Brighton, 48116
John D.	7894 STATE ST BRIGHTON 48116
Mary Johnson	7842 State St Brighton 48116
<del>John D.</del>	<del>7842 State St Brighton 48116</del>
<del>John D.</del>	<del>7910 State St Brighton 48116</del>
Tom Jones	7841 State Brighton 48116

---



---



---

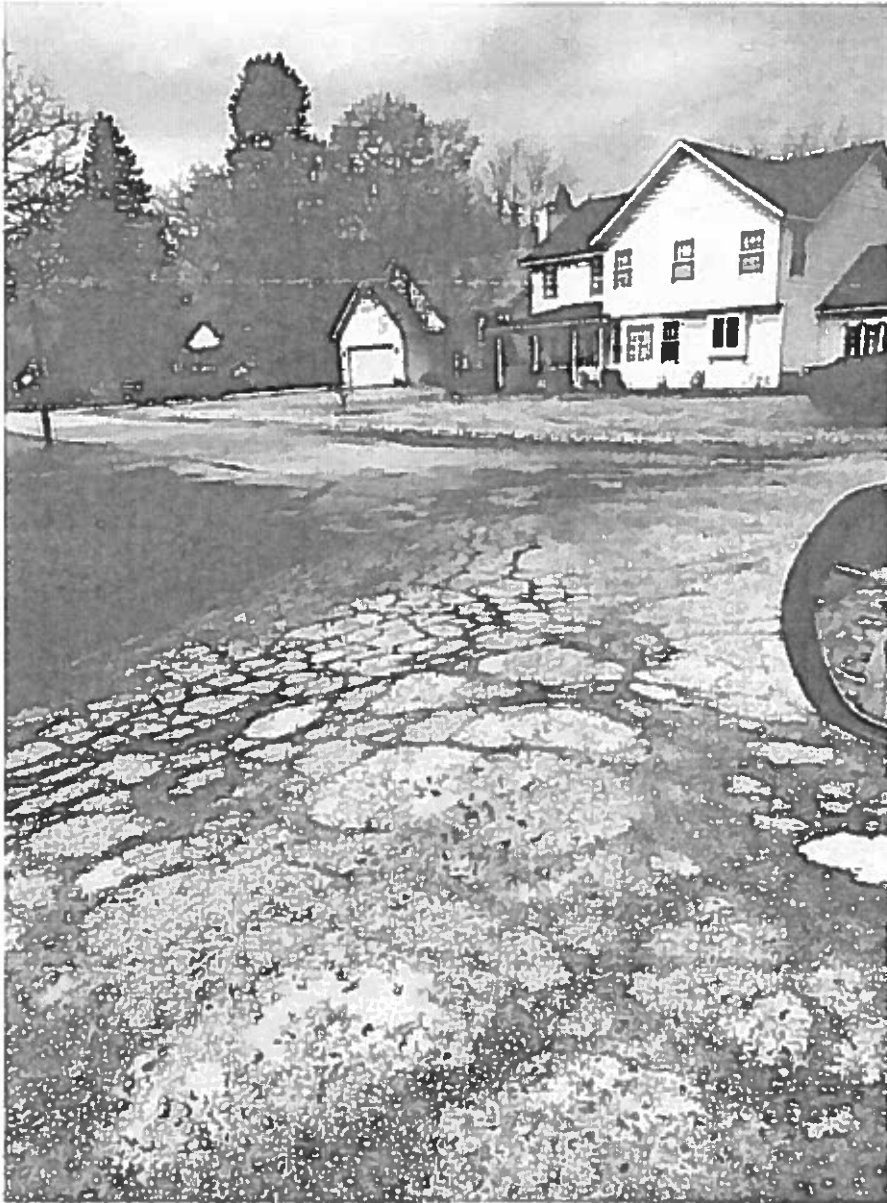


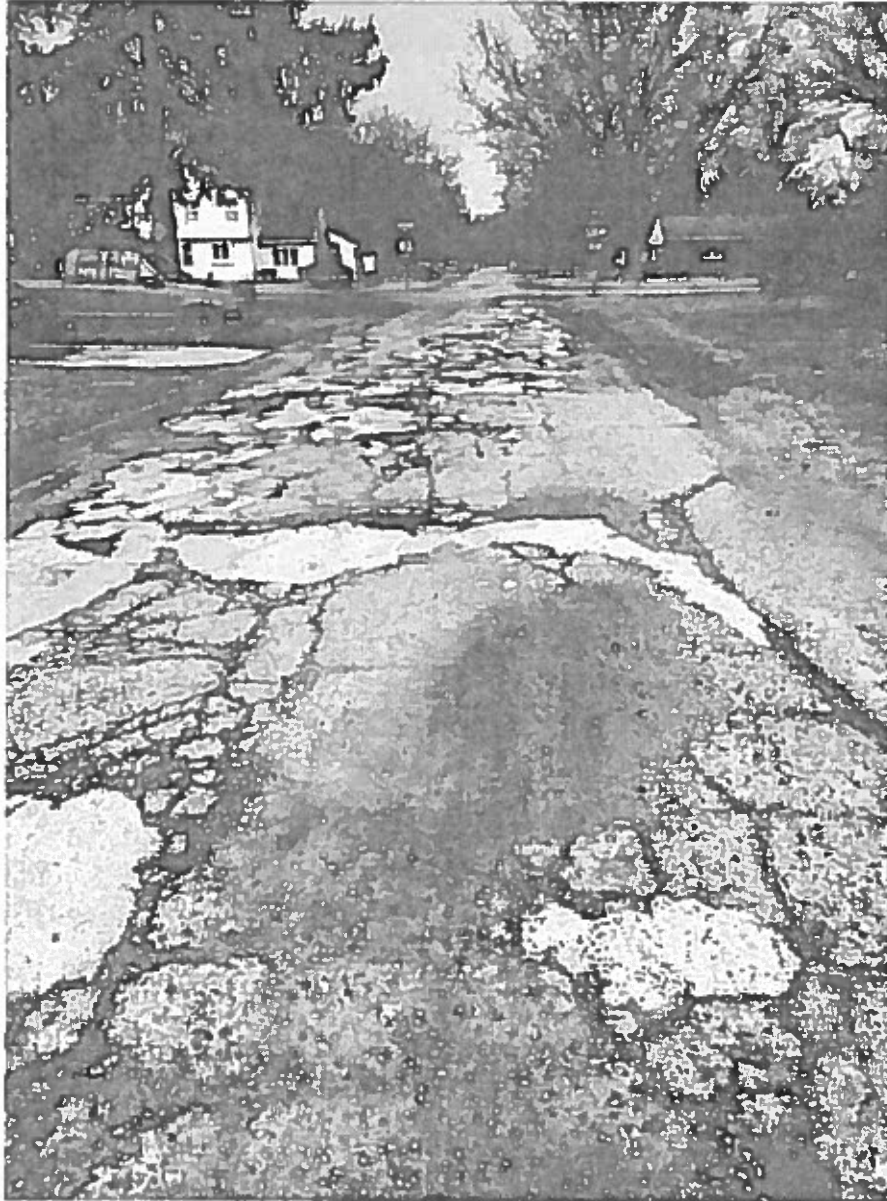
---



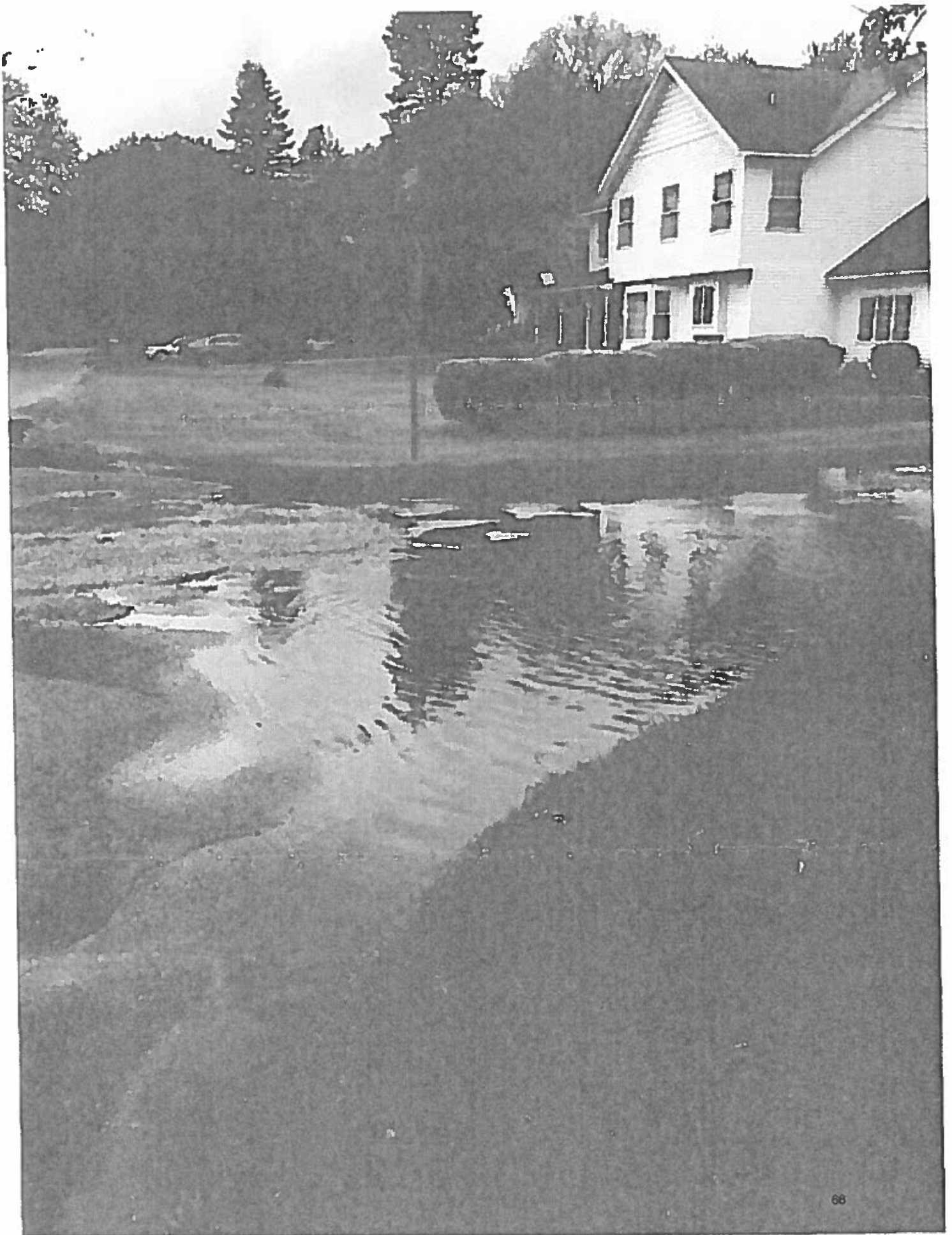
---



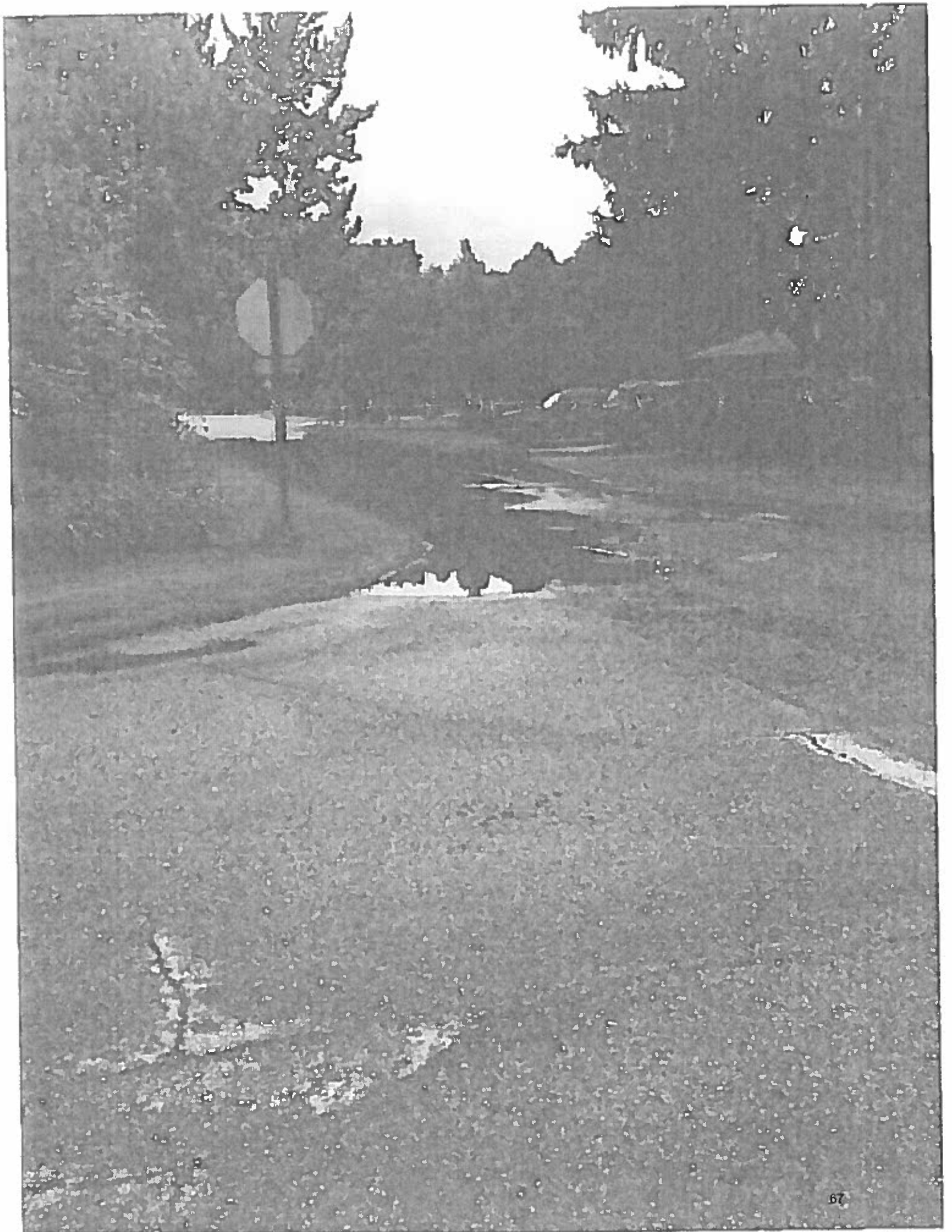


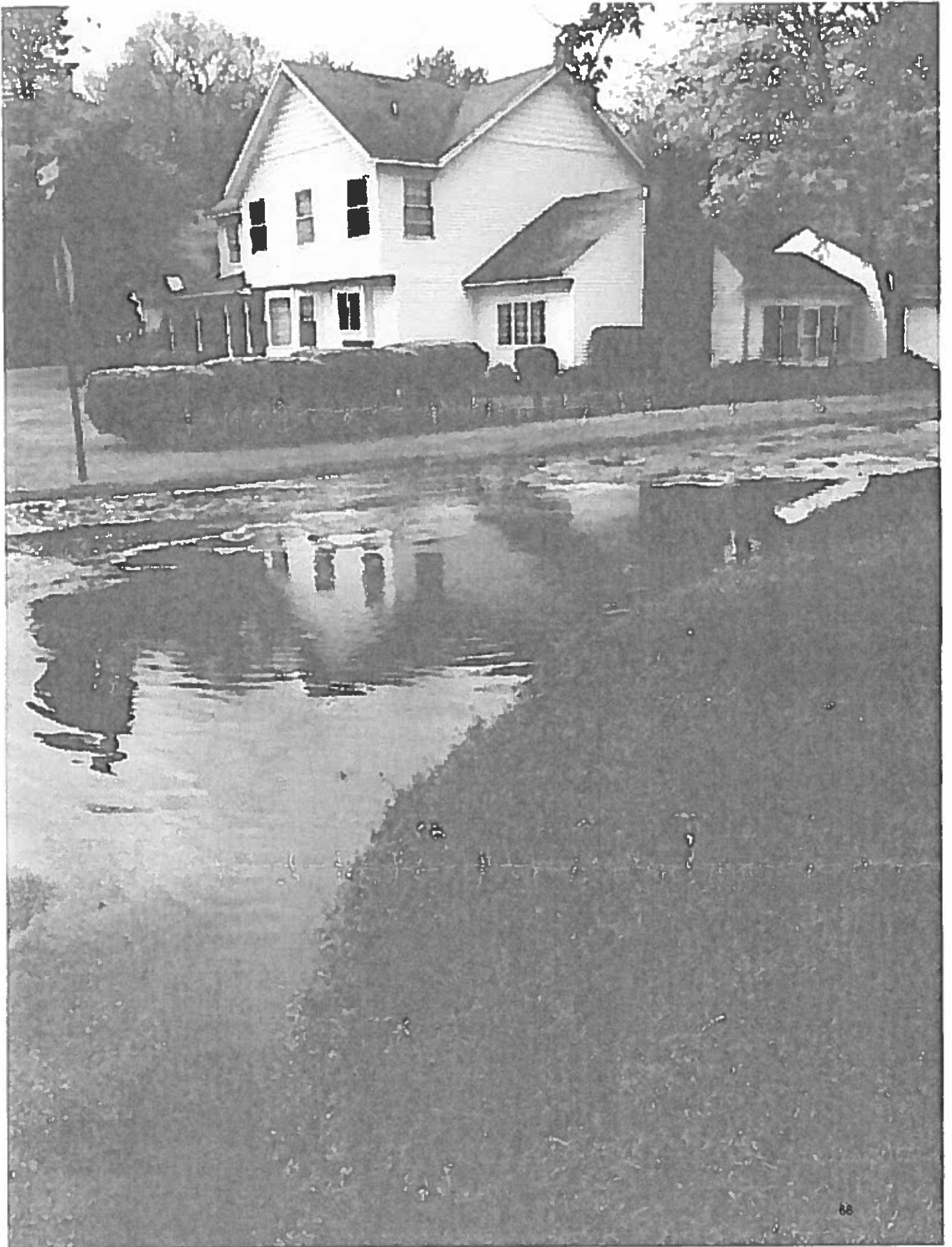












# **Board Correspondence**

## ISSUER COMMENT

28 June 2019

### RATING

#### General Obligation (or GO Related) <sup>1</sup>

Aa2 No Outlook

### Contacts

Antonina Peshkova +1.312.706.9977  
 Associate Lead Analyst  
 antonina.peshkova@moodys.com

Mark McIntire +1.312.706.9960  
 VP-Sr Credit Officer/Manager  
 mark.mcintire@moodys.com

### CLIENT SERVICES

Americas	1-212-553-1653
Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454

## Township of Genoa, MI

### Annual Comment on Genoa Township

#### Issuer Profile

Genoa Township is located in Livingston County, in the southeastern region of Michigan's Lower Peninsula, approximately 45 miles northwest of Detroit. The county has a population of 186,946 and a moderate population density of 329 people per square mile. The county's median family income is \$92,869 (1st quartile) and the April 2019 unemployment rate was 3.1% (2nd quartile) <sup>2</sup>. The largest industry sectors that drive the local economy are retail trade, manufacturing, and professional/scientific/technical services.

#### Credit Overview

Genoa Township has a very good credit position, and its Aa2 rating is slightly stronger than the median rating of Aa3 for cities nationwide. The key credit factors include a robust financial position, exceptionally low debt and pension liabilities, a strong wealth and income profile and a healthy tax base.

**Finances:** The financial position of the township is robust and is relatively favorable with respect to the assigned rating of Aa2. The fund balance as a percent of operating revenues (64.4%) far surpasses the US median. On the contrary, this metric contracted significantly between 2014 and 2018. Also, the cash balance as a percent of operating revenues (69%) is much stronger than other Moody's-rated cities nationwide.

**Debt and Pensions:** Overall, the township has extremely small debt and pension burdens, which are favorable in comparison to its Aa2 rating. The net direct debt to full value (0%) is materially below the US median, and stayed flat from 2014 to 2018. In addition, the Moody's-adjusted net pension liability to operating revenues (0.08x) is favorably well below the US median.

**Economy and Tax Base:** Overall, the economy and tax base of Genoa Township are very healthy and are in line with the assigned rating of Aa2. The full value per capita (\$137,732) is slightly above the US median, and increased dramatically from 2014 to 2018. Additionally, the median family income equates to a strong 137.3% of the US level. On the contrary, the total full value (\$2.8 billion) is slightly above other Moody's-rated cities nationwide.

**Management and Governance:** Michigan cities have an Institutional framework score <sup>3</sup> of "A," or moderate. Cities rely on property tax and state aid revenues, which are moderately predictable. Revenue-raising ability is moderate as cities are subject to limits on taxable valuation growth (Proposal A) and revenue growth (Headlee Amendment). The Headlee Amendment restriction creates a permanent reduction in the millage rate, although voters can approve an override. Expenditures are moderately predictable and cities have moderate

flexibility to reduce them, but many have cut to minimum service levels. While Michigan's constitution protects accrued pension benefits, changes can be made to future benefits.

### **Sector Trends - Michigan Cities**

Most Michigan cities' credit profiles are stabilizing after years of substantial pressure, boosted by improvements in key revenue streams and strategic budget decisions. Property taxes are the largest revenue source for most cities. Taxable values have begun to grow in most of the state, however, state imposed tax limitations constrict revenue growth despite rising values. State aid has also stabilized following significant cuts. Expenditure reductions implemented during the economic downturn have positioned cities to maintain balanced financial operations. However, the recovery is lagging for a handful of distressed cities with unusually weak demographic and economic profiles. Additionally, unfunded pension and retiree healthcare benefits have resulted in increased fixed costs for many cities. Revenues from an expanding economy coupled with significant revenue raising flexibility for most cities, will support expected pension contribution increases to service the unfunded liabilities of the state-managed plans.

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on [www.moodys.com](http://www.moodys.com) for the most updated credit rating action information and rating history.

## EXHIBIT 1

## Key Indicators 45 Genoa Township

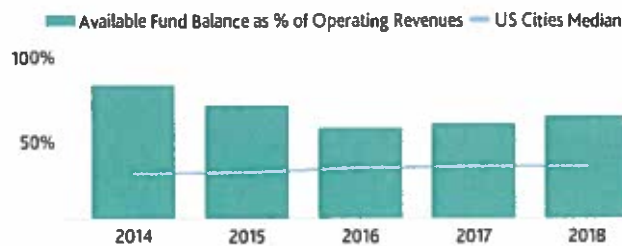
	2014	2015	2016	2017	2018	US Median	Credit Trend
<b>Economy / Tax Base</b>							
Total Full Value	\$2,251M	\$2,387M	\$2,536M	\$2,668M	\$2,770M	\$1,904M	Improved
Full Value Per Capita	\$112,371	\$119,664	\$126,757	\$132,665	\$137,732	\$94,106	Improved
Median Family Income (% of US Median)	129%	138%	141%	137%	137%	111%	Improved
<b>Finances</b>							
Available Fund Balance as % of Operating Revenues	83.0%	71.0%	57.3%	60.1%	64.4%	34.6%	Weakened
Net Cash Balance as % of Operating Revenues	84.5%	70.8%	61.4%	64.6%	69.0%	39.6%	Weakened
<b>Debt / Pensions</b>							
Net Direct Debt / Full Value	0.1%	0.1%	0.1%	0.0%	0.0%	1.1%	Stable
Net Direct Debt / Operating Revenues	0.61x	0.45x	0.35x	0.25x	0.18x	0.84x	Stable
Moody's-adjusted Net Pension Liability (3-yr average) to Full Value	0.0%	0.0%	0.0%	0.0%	0.0%	1.9%	Stable
Moody's-adjusted Net Pension Liability (3-yr average) to Operating Revenues	0.02x	0.03x	0.05x	0.07x	0.08x	1.56x	Stable

	2014	2015	2016	2017	2018	US Median
<b>Debt and Financial Data</b>						
Population	20,034	19,950	20,011	20,113	20,113	N/A
Available Fund Balance (\$000s)	\$3,685	\$3,183	\$2,622	\$2,837	\$3,049	\$8,028
Net Cash Balance (\$000s)	\$3,753	\$3,177	\$2,809	\$3,052	\$3,267	\$9,530
Operating Revenues (\$000s)	\$4,441	\$4,486	\$4,573	\$4,721	\$4,734	\$23,172
Net Direct Debt (\$000s)	\$2,704	\$2,019	\$1,599	\$1,170	\$860	\$19,139
Moody's Adjusted Net Pension Liability (3-yr average) (\$000s)	\$93	\$149	\$240	\$335	\$396	\$35,448

Source: Moody's Investors Service

## EXHIBIT 2

## Available fund balance as a percent of operating revenues decreased from 2014 to 2018



Source: Issuer financial statements, Moody's Investors Service

## EXHIBIT 3

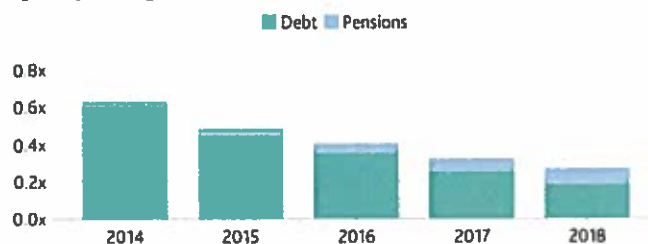
## Full value of the property tax base increased from 2014 to 2018



Source: Issuer financial statements; Government data sources; Offering statements; Moody's Investors Service

## EXHIBIT 4

## Moody's-adjusted net pension liability to operating revenues increased from 2014 to 2018



Source: Issuer financial statements; Government data sources; Offering statements; Moody's Investors Service

## Endnotes

- The rating referenced in this report is the issuer's General Obligation (GO) rating or its highest public rating that is GO-related. A GO bond is generally backed by the full faith and credit pledge and total taxing power of the issuer. GO-related securities include general obligation limited tax, annual appropriation, lease revenue, non-ad valorem, and moral obligation debt. The referenced ratings reflect the government's underlying credit quality without regard to state guarantees, enhancement programs or bond insurance.
  - The demographic data presented, including population, population density, per capita personal income and unemployment rate are derived from the most recently available US government databases. Population, population density and per capita personal income come from the American Community Survey while the unemployment rate comes from the Bureau of Labor Statistics.
- The largest industry sectors are derived from the Bureau of Economic Analysis. Moody's allocated the per capita personal income data and unemployment data for all counties in the US census into quartiles. The quartiles are ordered from strongest-to-weakest from a credit perspective: the highest per capita personal income quartile is first quartile, and the lowest unemployment rate is first quartile.
- The institutional framework score assesses a municipality's legal ability to match revenues with expenditures based on its constitutionally and legislatively conferred powers and responsibilities. See [US Local Government General Obligation Debt \(December 2016\)](#) methodology report for more details.
  - For definitions of the metrics in the Key Indicators Table, [US Local Government General Obligation Methodology and Scorecard User Guide \(July 2014\)](#). Metrics represented as N/A indicate the data were not available at the time of publication.
  - The medians come from our most recently published local government medians report, [Medians - Tax base growth underpins sector strength, while pension challenges remain \(May 2019\)](#) which is available on Moodys.com. The medians presented here are based on the key metrics outlined in Moody's GO methodology and the associated scorecard.

© 2019 Moody's Corporation, Moody's Investors Service, Inc., Moody's Analytics, Inc. and/or their licensors and affiliates (collectively, "MOODY'S"). All rights reserved.

CREDIT RATINGS ISSUED BY MOODY'S INVESTORS SERVICE, INC. AND ITS RATINGS AFFILIATES ("MIS") ARE MOODY'S CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT-LIKE SECURITIES, AND MOODY'S PUBLICATIONS MAY INCLUDE MOODY'S CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT-LIKE SECURITIES. MOODY'S DEFINES CREDIT RISK AS THE RISK THAT AN ENTITY MAY NOT MEET ITS CONTRACTUAL FINANCIAL OBLIGATIONS AS THEY COME DUE AND ANY ESTIMATED FINANCIAL LOSS IN THE EVENT OF DEFAULT OR IMPAIRMENT. SEE MOODY'S RATING SYMBOLS AND DEFINITIONS PUBLICATION FOR INFORMATION ON THE TYPES OF CONTRACTUAL FINANCIAL OBLIGATIONS ADDRESSED BY MOODY'S RATINGS. CREDIT RATINGS DO NOT ADDRESS ANY OTHER RISK, INCLUDING BUT NOT LIMITED TO: LIQUIDITY RISK, MARKET VALUE RISK, OR PRICE VOLATILITY. CREDIT RATINGS AND MOODY'S OPINIONS INCLUDED IN MOODY'S PUBLICATIONS ARE NOT STATEMENTS OF CURRENT OR HISTORICAL FACT. MOODY'S PUBLICATIONS MAY ALSO INCLUDE QUANTITATIVE MODEL-BASED ESTIMATES OF CREDIT RISK AND RELATED OPINIONS OR COMMENTARY PUBLISHED BY MOODY'S ANALYTICS, INC. CREDIT RATINGS AND MOODY'S PUBLICATIONS DO NOT CONSTITUTE OR PROVIDE INVESTMENT OR FINANCIAL ADVICE, AND CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT AND DO NOT PROVIDE RECOMMENDATIONS TO PURCHASE, SELL, OR HOLD PARTICULAR SECURITIES. NEITHER CREDIT RATINGS NOR MOODY'S PUBLICATIONS COMMENT ON THE SUITABILITY OF AN INVESTMENT FOR ANY PARTICULAR INVESTOR. MOODY'S ISSUES ITS CREDIT RATINGS AND PUBLISHES MOODY'S PUBLICATIONS WITH THE EXPECTATION AND UNDERSTANDING THAT EACH INVESTOR WILL, WITH DUE CARE, MAKE ITS OWN STUDY AND EVALUATION OF EACH SECURITY THAT IS UNDER CONSIDERATION FOR PURCHASE, HOLDING, OR SALE.

MOODY'S CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT INTENDED FOR USE BY RETAIL INVESTORS AND IT WOULD BE RECKLESS AND INAPPROPRIATE FOR RETAIL INVESTORS TO USE MOODY'S CREDIT RATINGS OR MOODY'S PUBLICATIONS WHEN MAKING AN INVESTMENT DECISION. IF IN DOUBT YOU SHOULD CONTACT YOUR FINANCIAL OR OTHER PROFESSIONAL ADVISER. ALL INFORMATION CONTAINED HEREIN IS PROTECTED BY LAW, INCLUDING BUT NOT LIMITED TO, COPYRIGHT LAW, AND NONE OF SUCH INFORMATION MAY BE COPIED OR OTHERWISE REPRODUCED, REPACKAGED, FURTHER TRANSMITTED, TRANSFERRED, DISSEMINATED, REDISTRIBUTED OR RESOLD, OR STORED FOR SUBSEQUENT USE FOR ANY SUCH PURPOSE, IN WHOLE OR IN PART, IN ANY FORM OR MANNER OR BY ANY MEANS WHATSOEVER, BY ANY PERSON WITHOUT MOODY'S PRIOR WRITTEN CONSENT.

CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT INTENDED FOR USE BY ANY PERSON AS A BENCHMARK AS THAT TERM IS DEFINED FOR REGULATORY PURPOSES AND MUST NOT BE USED IN ANY WAY THAT COULD RESULT IN THEM BEING CONSIDERED A BENCHMARK.

All information contained herein is obtained by MOODY'S from sources believed by it to be accurate and reliable. Because of the possibility of human or mechanical error as well as other factors, however, all information contained herein is provided "AS IS" without warranty of any kind. MOODY'S adopts all necessary measures so that the information it uses in assigning a credit rating is of sufficient quality and from sources MOODY'S considers to be reliable including, when appropriate, independent third-party sources. However, MOODY'S is not an auditor and cannot in every instance independently verify or validate information received in the rating process or in preparing the Moody's publications.

To the extent permitted by law, MOODY'S and its directors, officers, employees, agents, representatives, licensors and suppliers disclaim liability to any person or entity for any indirect, special, consequential, or incidental losses or damages whatsoever arising from or in connection with the information contained herein or the use of or inability to use any such information, even if MOODY'S or any of its directors, officers, employees, agents, representatives, licensors or suppliers is advised in advance of the possibility of such losses or damages, including but not limited to: (a) any loss of present or prospective profits or (b) any loss or damage arising where the relevant financial instrument is not the subject of a particular credit rating assigned by MOODY'S.

To the extent permitted by law, MOODY'S and its directors, officers, employees, agents, representatives, licensors and suppliers disclaim liability for any direct or compensatory losses or damages caused to any person or entity, including but not limited to by any negligence (but excluding fraud, willful misconduct or any other type of liability that, for the avoidance of doubt, by law cannot be excluded) on the part of, or any contingency within or beyond the control of, MOODY'S or any of its directors, officers, employees, agents, representatives, licensors or suppliers, arising from or in connection with the information contained herein or the use of or inability to use any such information.

NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY CREDIT RATING OR OTHER OPINION OR INFORMATION IS GIVEN OR MADE BY MOODY'S IN ANY FORM OR MANNER WHATSOEVER.

Moody's Investors Service, Inc., a wholly-owned credit rating agency subsidiary of Moody's Corporation ("MCO"), hereby discloses that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by Moody's Investors Service, Inc. have, prior to assignment of any rating, agreed to pay to Moody's Investors Service, Inc. for ratings opinions and services rendered by it fees ranging from \$1,000 to approximately \$2,700,000. MCO and MIS also maintain policies and procedures to address the independence of MIS's ratings and rating processes. Information regarding certain affiliations that may exist between directors of MCO and rated entities, and between entities who hold ratings from MIS and have also publicly reported to the SEC an ownership interest in MCO of more than 5%, is posted annually at [www.moody's.com](http://www.moody's.com) under the heading "Investor Relations — Corporate Governance — Director and Shareholder Affiliation Policy."

Additional terms for Australia only: Any publication into Australia of this document is pursuant to the Australian Financial Services License of MOODY'S affiliate, Moody's Investors Service Pty Limited ABN 61 003 399 657AFSL 336969 and/or Moody's Analytics Australia Pty Ltd ABN 94 105 136 972 AFSL 383569 (as applicable). This document is intended to be provided only to "wholesale clients" within the meaning of section 761G of the Corporations Act 2001. By continuing to access this document from within Australia, you represent to MOODY'S that you are, or are accessing the document as a representative of, a "wholesale client" and that neither you nor the entity you represent will directly or indirectly disseminate this document or its contents to "retail clients" within the meaning of section 761G of the Corporations Act 2001. MOODY'S credit rating is an opinion as to the creditworthiness of a debt obligation of the issuer, not on the equity securities of the issuer or any form of security that is available to retail investors.

Additional terms for Japan only: Moody's Japan K.K. ("MJKK") is a wholly-owned credit rating agency subsidiary of Moody's Group Japan G.K., which is wholly-owned by Moody's Overseas Holdings Inc., a wholly-owned subsidiary of MCO. Moody's SF Japan K.K. ("MSFJ") is a wholly-owned credit rating agency subsidiary of MJKK. MSFJ is not a Nationally Recognized Statistical Rating Organization ("NRSRO"). Therefore, credit ratings assigned by MSFJ are Non-NRSRO Credit Ratings. Non-NRSRO Credit Ratings are assigned by an entity that is not a NRSRO and, consequently, the rated obligation will not qualify for certain types of treatment under U.S. laws. MJKK and MSFJ are credit rating agencies registered with the Japan Financial Services Agency and their registration numbers are FSA Commissioner (Ratings) No. 2 and 3 respectively.

MJKK or MSFJ (as applicable) hereby disclose that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by MJKK or MSFJ (as applicable) have, prior to assignment of any rating, agreed to pay to MJKK or MSFJ (as applicable) for ratings opinions and services rendered by it fees ranging from JPY125,000 to approximately JPY250,000,000.

MJKK and MSFJ also maintain policies and procedures to address Japanese regulatory requirements.

REPORT NUMBER

1178160



## CLIENT SERVICES

Americas	1-212-553-1653
Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454



## MHOG Utility Department

2911 Dorr Road  
Brighton, MI 48116  
810-227-5225  
[www.mhog.org](http://www.mhog.org)

July 8, 2019

Mr. Mark Biggins  
Grand Oaks Ice Arena  
970 Grand Oaks Road  
Howell, MI 48843

**Subject: Notice of Excessive Delinquent Utility Account Activity – Corrective Action Requested**

Dear Mr. Biggins:

The MHOG Utility Department is hereby putting Grand Oaks Ice Arena on Notice of Excessive Delinquent Utility Account Activity. The last time Grand Oaks Ice Arena was current on their water and sewer utility payments and had a zero balance was March 3, 2015. Since that time, sewer and water bills in the amount totaling \$84,637.74 have been incurred. In addition, the Grand Oaks Ice Arena has incurred \$8,449.57 in penalty charges due to non-payment and our department has placed \$73,049.36 on the Grand Oaks Ice Arena tax roll as a lien upon the property, with the tax payments last being made through 2016. Your current account balance is \$20,037.95 as of June 28, 2019, and the current utility bill tax lien is \$44,280.36 per our records.

Due to the lack of bill payment activity, the amount of the lien placed on taxes to your facility, and the current outstanding balance due; our department is requesting action regarding developing a payment method for current and future sewer and water utility charges. Failure to contact our department by July 24, 2019 will result in further enforcement action. Per the Genoa Township Water Use Ordinance (Ordinance No. 960110) and Sewer Use Ordinance (Ordinance No. 110689), our department has the right to terminate sewer and water service following 7-days' notice that the service will be terminated if payment is not made. Therefore, failure to act on this request will result in a notice of service termination to your facility, and potentially service termination.

Please contact our office with your plan to correct the delinquent payment activity on this account as specified above.

Sincerely,



Greg Tatara  
Utility Director

Copy: LuAnn Grech, Grand Oaks Ice Arena  
MHOG Sewer and Water Authority  
Genoa Charter Township Board of Trustees

Trustees Present: Cafmeyer, DeRosier, Lewis, Naylor, Oemke (7:20pm), Sargent, Thompson

Staff Present: Director Marlow, Barbara Rentola

Public Present: Caleb Jenkins

- I. President Lewis called the meeting to order at 7:00 p.m. in the Youth Program Room of the Cromaine Library.
  
- II. **Approval of agenda** Agenda Approval  
Secretary Cafmeyer moved to approve the agenda, seconded by Trustee Thompson. Passed unanimously.
  
- III. **Approval of Consent Agenda** Consent Calendar Approval  
Trustee Thompson moved to approve the consent agenda, seconded by Secretary Cafmeyer. Passed unanimously.
  - F. Approval of regular meeting minutes, 4/18/2019
  - G. Acknowledge receipt of the April Financial Reports and payment of April invoices totaling \$58,540.77 and payroll obligations totaling \$81,747.75.
  - H. Director's Report
  - I. Committee Reports
    - Community Relations      Cancelled
    - Finance                              May 9
    - Personnel                              May 2
    - Planning                              Cancelled
  
- IV. **Call to the Public:** Call to the Public  
Mr. Jenkins responded that he was interested in how a library board meeting would be, saw this one tonight, and was able to attend, so he is visiting. He thanked the Board for their hospitality.
  
- VI. **Director's Report – Update and Comments from the Community** Director's Update  
The Director's printed report was updated verbally with the following:  

Google reports that in April 2019, 8,281 people found Cromaine on google, 278 asked for directions (up), 682 visited the web site (down), and 115 called the Library (down). Our rating is a 4.2 as in March.

Volunteers gave 158.75 hours this last month: 141.25 adult hours and 17.5 teen hours. The summer teen volunteer application opened May 1. It is my understanding that there are over 250 two-hour "spots" for teen volunteers to fill this summer, preparing materials for programs, assisting in programs, clean-up, and many more tasks behind the scenes that make Cromaine's summer calendar exceptional.

Three policies were revised at the April meeting. All of them have been distributed to the Library's departments and the meeting room policy also

appears on the web site, Room Reservation section under “Guidelines.”

Friday, May 10, a full-day staff in-service was offered. At the in-service three speakers presented. These included Judge Davis from Families against Narcotics, addressing the opioid crisis; a community education on the programs of the Livingston County Health Department specifically for individuals, such as WIC (women, Infant, Children); and Holly Carter on behavior management. All were well-received. The morning included updates on the Library’s building improvements in particular and department updates. Lunch was Jimmy John’s with Michigan-manufactured snacks and beverages. During the afternoon, each department was able to meet for about one hour. Interspersed in available times from 12 to 4 pm, the staff had several technology learning opportunities to choose from, including the PS4 VR experience called Beat Box; creating a podcast; how to transfer phone calls on our phone system and other phone system features; how 3D printing works; and how to get to the accessibility options on our public (and staff) computers for enlarging text, text-to-speech, and more. Overall the evaluation for the day was 95% as satisfactory or excellent. The day was planned and conducted by a staff committee. The Director commended Glenn Fischer, Marta Jackson, Beth Schrader, and Barb Rentola for the great effort they made to deliver a great day.

During April, Cromaine participated in The Library Network’s Food for Thought campaign to gather nonperishable food for Gleaners. Our patrons, staff, visitors donated *138 pounds of food* to Gleaners Community Food Bank of Southeastern Michigan. This will provide more than *114 meals* to your hungry neighbors in need.

Preliminary selection of the carpets for the replacement carpet of the first, second, and third floors was made. Additional selections and larger samples are coming at the end of this week. We are on track for ordering and receiving the carpet in time for an August closure for carpet replacement and painting.

Hartland Music Hall transition planning and meetings have continued. We met with the Hartland Players/Encore representative. All of the brides who have booked weddings have been notified. Because Cromaine does not take credit cards, Community Ed will allow brides to use their cards with them, then pass along the revenue minus the credit card fees. (From my role on the Senior Center Advisory Board, I know that the fees paid for credit card use at Community Ed are some of the lowest I have heard.) Still to come, we will revise the Cromaine web site, meet with Hartland Community Chapel, and meet with the independent contractors currently working with Don. We will also revise our room-reserve software, distribute keys, receive files, and have escrow funds from booked weddings turned over.

At the in-service, Managers received a draft revision of the Emergency & Disaster Handbook. This has been in the works for four years, delayed because the maps of our building were in flux with attempts to pass a bond and then building the addition. The new version also eliminates Crossroads. It includes a weapon-based threat procedure (which is currently under review by the Livingston County Sheriff). Each department is reviewing the Handbook with expected final print (for now) by July 1.

The Director is excited to report that the summer of music will expand! Not only will the Livingston County Concert Band be at the Settlers Park Pavilion but the Premiere Big Band will also play there. The Big Band was here as part of our concert series early in its years. They will play at Settlers Park Pavilion on August 5 and August 19 with two different programs. The LCCB will play at least one other night in August.

Cromaine now has a full schedule for the summer music series with food offerings each night. What was a terrific challenge—the limit of one night of the Ranger's 4-H—was no match for Beth Schrader, Community Relations Manager, who did a lot of talking and convincing. We hope that the return for these vendors is enough this summer that they will come back again.

**Questions and Comments from the Community:**

Treasurer Sargent asked if there was any feedback on the Music Hall announcement. The Director replied, so far, all positive. Treasurer Sargent asked who won the Michigan Humanities Council Community Impact Award? The Director replied that it was being announced tonight at the Awards event to which Beth Schrader and Marta Jackson went. Ostensibly, they'll learn what it takes to win.

**VII. Discussion**

**A. Strategic Plan 2018-2022**

Trustee Thompson said it sounds like it's moving along. Trustee Naylor asked what the response was at the 2/42 from the Genoa Township mailing. The Director replied that there was none at 2/42. The staff will take a look at Genoa Township registrations for a period following the mailing to see if there was impact.

Strategic Plan  
2018-2022

**B. Trustee Outreach Activities**

Secretary Cafmeyer asked Trustee Naylor to look at her calendar to see if any of the following dates were possible: August 6, September 3, September 17, and October 1. They will coordinate a Tyrone Township Board meeting visit. Secretary Cafmeyer suggested that the Board look at the next Township. President Lewis said it's Deerfield and that their meetings recently changed from third Thursdays which was a consistent conflict. President Lewis will get the new dates and coordinate with Secretary Cafmeyer.

Trustee Outreach  
Activities

The Board discussed the April 30 Coffee Time with Trustees' response. Trustee Oemke and Trustee Naylor were the hosts for the event and shared that there was one patron who contributed a lot and expressed particular concern that "no one" seems to know the Library is here. The next Coffee Time with Trustees is May 30 at 6:30 pm (before the last of the Michigan series) with Kathleen Oemke and Kate DeRosier or Nancy Lewis hosting. In June Coffee Time will be on Monday, June 17 around the A.L.I.V.E. program.

**C. Board Education Moment: Board Ethics**

The Board believes that the Short Takes have been a worthwhile activity and that this one, like others, affirms that they are working well as a board.

Board Education  
Moment: Board  
Ethics

**D. FY 2019-2020 Budgets Presented for Review and Questions**

FY 2019-2020  
Budgets  
Presented for  
Review &  
Questions

The Director explained in greater detail how the tax revenue and millage rate are estimated. She shared the Form L-4034 that Livingston County issues which gives the "final" taxable value for the Library's district, by township. She uses that to complete the Form L-4029 from the Michigan Department of the Treasury. She included the summary form, the one for all of the taxable values in the district. But the ones that are sent to inform the individual townships will be completed using their individual taxable values. The millage rate for December 2018 collection was 1.4914. The millage rate for December 2019 collection will be 1.4839 which is better than the 1.45 used to estimate the budget. Taxable values are also better than the estimated ones in the budgets presented tonight.

There were no other questions on the budget. Treasurer Sargent commented that he thought all of the questions asked, answered, and summarized for the meeting were very good.

**E. Calling a FY 2019-2020 Operating Fund Budget Hearing for June Meeting**

Calling a FY  
2019-2020  
Operating Fund  
Budget Hearing

President Lewis explained the purpose of the public budget hearing at the June board meeting.

**F. Memorial Day Parade**

Memorial Day  
Parade

Everyone is welcomed to walk in the parade. The Cromaine parade entry group will gather, as others do, in the Hartland Middle School at Ore Creek parking lot. Roads close at 10:00 am, so it is good to find a "close" parking spot before road closures. The parade route is about one mile of level walking, north on Hartland, east on School Street, south on Washington, then east on Maple/Hibner. It takes about an hour and ends at Village Elementary. Cromaine will give out planes, Buzz Lightyear is walking in the parade as is Cat in the Hat and possibly other characters. President Lewis will have cold water in the "buggy." The Director needs to find the Cromaine Library banner, unroll and flatten it before the event.

**G. Policy Review**

Policy Review

There were no suggested revisions to the four policies being considered.

**VIII. Decision**

**A. Resolution 2019-8, Calling a Public Hearing on the Proposed FY 2019-2020 Operating Budget of the Cromaine District Library**

Resolution  
2019-8

Vice President DeRosier moved to approve Resolution 19-8, Calling a Public Hearing on the Proposed FY 2019-2020 Operating Budget of the Cromaine District Library; Trustee Oemke seconded. A roll call vote was taken for approval of the resolution.

Ayes: Cafmeyer, DeRosier, Lewis, Naylor, Oemke, Sargent, Thompson  
Nays: None APPROVED

**IX. Information**

Upcoming meeting dates include:

Upcoming Meeting Dates

June 6	Personnel Committee, 6:30 pm, Director’s Office
June 11 (new date)	Community Relations Committee, 10:00 am, South Meeting Room
June 12	Planning Committee, 1:00 pm, Director’s Office (Trustee Naylor may not attend.)
June 12	All Partners in Progress Board Members meeting, 6:00 pm, Hartland Educational Support Service Center, board room (Trustee Naylor & Treasurer will not attend.)
June 13	Finance Committee, 2:00 pm, Director’s Office
June 20	Board of Trustees meeting, 7:00 pm, Community Room (Trustee Naylor will not attend)

Other meetings of note:

May 30 at 6:30 pm – Coffee with a Trustee

June 5 the Post-secondary Education Scholarship and the Jeanne Smith Library Teen Volunteer Scholarship will be presented at the Senior Honors Night. The scholarship recipients will be announced following that event.

June 17 at 2:00 pm – Coffee with a Trustee

**X. Agenda Items for Next Meeting**

Items for next meeting

- Public Budget Hearing at the beginning of the meeting
- Strategic Plan 2018-2022
- Report of Library Director’s evaluation
- Trustee Outreach Activities (Township meetings, Coffee Time)
- Board Education Moment
- Resolutions for Adopting New FY 2019-2020 Budgets / Amending Still Current Budgets

**XI. Call to the Public**

Public Call

Mr. Jenkins thanked the board for welcoming him.

**XII. Adjournment:**

Adjournment

Motion by Trustee Thompson, seconded by Trustee Cafmeyer to adjourn at 8:00 pm.

MARY CAFMEYER, SECRETARY  
Cromaine District Library Board

Barbara Rentola, Recording Secretary  
Cromaine District Library Board

Documents distributed to the Board for/at this meeting:

- 4/18/19 Proposed Regular Meeting Minutes
- April 2019 Financial Reports & Checks Issued Totals

- April 2019 CDL Investment Performance Report
- Director's Report 5/16/19
- CDL Statistics for April 2019 & updated CDL 4-year Circulation Graph
- Comments from the Community April 2019
- Revised Finance Committee Action/Decision List, 5/9/19
- Personnel Committee Meeting Minutes, 5/2/19
- Strategic Plan 2018-2022 Progress Report, 5/16/19
- Short Takes for Trustees: Board Ethics Resource Handout
- Revised Draft Copy of Estimated Year-end 2018-2019 and Proposed 2019-2020 Operating Fund Budget w/line item budget defined attached
- Revised Draft Copy of Estimated Year-end 2018-2019 and Proposed 2019-2020 Improvement Fund Budget w/line item budget defined attached
- Revised Draft Copy of Estimated Year-end 2018-2019 and Proposed 2019-2020 Gift Fund Budget w/line item budget defined attached
- Board questions about the draft budgets
- Resolution 2019-8, Calling a Public Hearing on the Proposed Operating Budget of the Cromaine District Library
- Copy of 2019 Tax Rate Request form & computation sheet to arrive at the 2019 Millage Rate
- Revised Trustee and Citizen Advisor Brochure
- Citizen Advisor Request Letter
- Updated "4.1.5 Inclement Weather, Emergency, and Building Closings" replacement for Employee Handbook
- 2019 Summer Music Series Flyer
- *Board & Administrator*, May 2019



Agreement for Transfer of Fire Station 34

THIS AGREEMENT is made and entered into as of \_\_\_\_\_2019, by and between the BRIGHTON AREA FIRE AUTHORITY (the "Authority"), a body corporate existing under provisions of Act 57, Public Acts of Michigan, 1988, as amended ("Act 57"), and the CHARTER TOWNSHIP OF GENOA (the "Township"), a Michigan Charter Township.

WHEREAS, the Authority has been created by the adoption of articles incorporation (the "Articles") by the legislative body of each incorporating municipality thereto, including the Township, for the purpose of providing fire protection and other emergency health and safety services as set forth in the Articles; and

WHEREAS, the parties hereto desire to have the Authority provide such emergency services to the Township as provided herein and in the Articles.

NOW THEREFORE, in consideration of the premises and the covenants of each other, and subject to the limitations set forth in Exhibit B, the parties hereto agree as follows:

1. In consideration of the Authority providing services to the residents of the Township as described in the Articles of Incorporation, the Township hereby conveys, by way of a quit claim deed, to the Authority without further compensation the property and buildings and other items listed on Exhibit A, which is attached hereto owned by the Township and currently leased by Brighton

Area Fire Authority. The Township agrees to execute such bills of sale and other documents as necessary to evidence such conveyances.

2. This Agreement may not be amended, modified or assigned without the written consent of the Township and the Authority.
3. The effective date of this Agreement shall be the date set forth in the first paragraph hereof.
4. In the event the Authority no longer utilizes the facility as a fire station or fire emergency services station, including ancillary public services, title and the right of reentry to the property and building shall immediately revert and return to the Township.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers, all of as the day and year first above written.

BRIGHTON AREA FIRE AUTHORITY

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

Its: Chairperson

And: \_\_\_\_\_

Its: Secretary

CHARTER TOWNSHIP OF GENOA

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

Its: Supervisor

And: \_\_\_\_\_

Its: Clerk

Agreement for Transfer of Fire Station 35

THIS AGREEMENT is made and entered into as of \_\_\_\_\_2019, by and between the BRIGHTON AREA FIRE AUTHORITY (the "Authority"), a body corporate existing under provisions of Act 57, Public Acts of Michigan, 1988, as amended ("Act 57"), and the CHARTER TOWNSHIP OF GENOA (the "Township"), a Michigan Charter Township.

WHEREAS, the Authority has been created by the adoption of articles incorporation (the "Articles") by the legislative body of each incorporating municipality thereto, including the Township, for the purpose of providing fire protection and other emergency health and safety services as set forth in the Articles; and

WHEREAS, the parties hereto desire to have the Authority provide such emergency services to the Township as provided herein and in the Articles.

NOW THEREFORE, in consideration of the premises and the covenants of each other, and subject to the limitations set forth in Exhibit B, the parties hereto agree as follows:

1. In consideration of the Authority providing services to the residents of the Township as described in the Articles of Incorporation, the Township hereby conveys, by way of a quit claim deed, to the Authority without further compensation the property and buildings and other items listed on Exhibit A, which is attached hereto owned by the Township and currently leased by Brighton

Area Fire Authority. The Township agrees to execute such bills of sale and other documents as necessary to evidence such conveyances.

2. This Agreement may not be amended, modified or assigned without the written consent of the Township and the Authority.
3. The effective date of this Agreement shall be the date set forth in the first paragraph hereof.
4. In the event the Authority no longer utilizes the facility as a fire station or fire emergency services station, including ancillary public services, title and the right of reentry to the property and building shall immediately revert and return to the Township.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers, all of as the day and year first above written.

BRIGHTON AREA FIRE AUTHORITY

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

Its: Chairperson

And: \_\_\_\_\_

Its: Secretary

CHARTER TOWNSHIP OF GENOA

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

Its: Supervisor

And: \_\_\_\_\_

Its: Clerk

# Genoa Township 2019 Project Status

<b>Project Name</b>	<b>Board Approval Date</b>	<b>Expected Completion Date</b>	<b>Project Completion Date</b>	<b>Notes</b>
Pavilion Restroom door replacement	n/a	July 1, 2019	June 1, 2019	Completed ahead of schedule
Township Lighting repairs - parking lot	January 19, 2019	July 1, 2019	ongoing	Waiting on weather, boom truck
Township Rear Security Door	February 4, 2019	July 1, 2019	April 15, 2019	Completed ahead of schedule
Township Phone System replacement	February 14, 2019	May 1, 2019	April 18, 2019	Completed ahead of schedule
Wide format copier project	March 18, 2019	March 26, 2019	March 26, 2019	Completed on schedule
Township Parking lot repairs/repaving	June 17, 2019	August 1, 2019	ongoing	Waiting on contractor availability
Assessing Fieldwork Software system	n/a	August 1, 2019	ongoing	Setup is complete, waiting on training
Basketball court	n/a	November 1, 2019	ongoing	Waiting on bids
Grand River Sidewalk Phase VI	August 6, 2018	August 1, 2019	ongoing	Waiting on Hughes pedestrian crossing
Grand River Sidewalk Phase VII	February 4, 2019	November 1, 2020	ongoing	Grant approved 201, 242