

**GENOA CHARTER TOWNSHIP BOARD**  
**Regular Meeting and Public Hearing**  
**October 7, 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: September 16, 2019

**Approval of Regular Agenda:**

3. Public hearing for the Elmhurst Drive Road Improvement Project (Summer 2020).
  - A. Call to the Property Owners.
  - B. Call to the Public.
  - C. Request for approval of Resolution #3 [approving the project cost estimates, special assessment district and causing the special assessment roll to be prepared] for the Elmhurst Drive Road Improvement Project (Summer 2020).
  - D. Request for approval of Resolution #4 [acknowledging the filing of the special assessment roll, scheduling the second hearing, and directing the issuance of statutory notices] for the Elmhurst Drive Road Improvement Project (Summer 2020).
4. Request for approval of Amended and Restated Grant of Storm Water Drainage Easement associated with the Heximer property within the Summerfield Pointe Planned Unit Development Agreement.
6. Request for approval of revised design and construction phase services from Tetra Tech at a cost not to exceed \$76,400.00 for sidewalk construction in Spring 2020.

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: October 7, 2019

TOWNSHIP GENERAL EXPENSES: Thru October 7, 2019	\$151,508.64
September 20, 2019 Bi Weekly Payroll	\$105,574.95
October 4, 2019 Bi Weekly Payroll	\$91,757.98
OPERATING EXPENSES: Thru October 7, 2019	\$89,109.57
TOTAL:	<u>\$437,951.14</u>

Check Date	Check	Vendor Name	Amount
Bank FNBACK CHECKING ACCOUNT			
09/11/2019	35498	COMCAST	707.11
09/11/2019	35499	COMCAST	637.20
09/11/2019	35500	CONTINENTAL LINEN SERVICE	124.68
09/11/2019	35501	COOPER'S TURF MANAGEMENT LLC	870.00
09/11/2019	35502	DTE ENERGY	195.52
09/11/2019	35503	GORDON FOOD SERVICE	492.96
09/11/2019	35504	S.E.C.M.A.A.	25.00
09/11/2019	35505	WELLNESS IQ	164.00
09/12/2019	35506	AMERICAN AQUA	104.50
09/12/2019	35507	CONSUMERS ENERGY	90.60
09/12/2019	35508	DELUXE FOR BUSINESS	956.43
09/23/2019	35509	BLUE CROSS & BLUE SHIELD OF MI	38,464.73
09/23/2019	35510	CHASE CARD SERVICES	734.81
09/23/2019	35511	DELTA DENTAL	3,804.22
09/23/2019	35512	EHIM, INC	5,405.04
09/23/2019	35513	GUARDIAN	2,621.44
09/23/2019	35514	POSTMASTER	497.56
09/24/2019	35515	COMCAST	247.81
09/24/2019	35516	ETNA SUPPLY COMPANY	22,265.00
09/24/2019	35517	FEDERAL EXPRESS	81.95
09/24/2019	35518	KNOCK'EM OUT PEST CONTROL	245.00
09/24/2019	35519	MASTER MEDIA SUPPLY	905.77
09/24/2019	35520	NEOFUNDS	2,500.00
09/24/2019	35521	SAFEBUILT STUDIO	5,390.63
09/24/2019	35522	TRI COUNTY SUPPLY, INC.	186.26
09/24/2019	35523	US BANK EQUIPMENT FINANCE	1,840.85
09/24/2019	35524	USA BLUEBOOK	104.44
09/24/2019	35525	VERIZON WIRELESS	475.87
09/24/2019	35526	WAL-MART COMMUNITY	59.85
09/24/2019	35527	WALMART COMMUNITY	44.62
09/26/2019	35528	MICHAEL ARCHINAL	500.00
09/26/2019	35529	DYKEMA GOSSETT, PLLC	12,795.00
09/26/2019	35530	LIVINGSTON COUNTY TREASURER	1,035.43
09/26/2019	35531	NETWORK SERVICES GROUP, L.L.C.	50.00
09/26/2019	35532	TETRA TECH INC	4,483.00
09/27/2019	35533	MHOG WATER AUTHORITY	15,264.00
09/30/2019	35534	ACCIDENT FUND	25,812.00
09/30/2019	35535	MICHIGAN OFFICE SOLUTIONS	168.43
09/30/2019	35536	PERFECT MAINTENANCE CLEANING	565.00
09/30/2019	35537	WILLIAM ROGERS	195.81
09/30/2019	35538	AMY RUTHIG	165.90
09/30/2019	35539	TERRY CROFT	230.22

FNBACK TOTALS:

Total of 42 Checks:	151,508.64
Less 0 Void Checks:	0.00
Total of 42 Disbursements:	<u>151,508.64</u>

Check Register Report For Genoa Charter Township  
 For Check Dates 09/20/2019 to 09/20/2019

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
09/20/2019	FNBCK	13001	RUTHIG, JOSHUA	719.23	581.71	0.00	Cleared
09/20/2019	FNBCK	13002	SZURAN, DAVID	1,319.23	1,074.58	0.00	Cleared
09/20/2019	FNBCK	EFT377	FLEX SPENDING (TASC)	1,032.12	1,032.12	0.00	Cleared
09/20/2019	FNBCK	EFT378	INTERNAL REVENUE SERVICE	25,767.24	25,767.24	0.00	Cleared
09/20/2019	FNBCK	EFT379	PRINCIPAL FINANCIAL	3,116.00	3,116.00	0.00	Cleared
09/20/2019	FNBCK	EFT380	PRINCIPAL FINANCIAL	2,181.07	2,181.07	0.00	Cleared
<b>Totals:</b>				<b>Number of Checks: 006</b>	<b>34,134.89</b>	<b>33,752.72</b>	<b>0.00</b>
Total Physical Checks:				2		Dir. Dep.	
Total Check Stubs:				4		71,822.23	

\$ 105,574.95

Check Register Report For Genoa Charter Township  
 For Check Dates 10/04/2019 to 10/04/2019

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
10/04/2019	FNBCK	13003	RUTHIG, JOSHUA	1,399.23	1,099.19	0.00	Open
10/04/2019	FNBCK	13004	SZURAN, DAVID	1,319.23	1,032.71	0.00	Open
10/04/2019	FNBCK	EFT381	FLEX SPENDING (TASC)	992.12	992.12	0.00	Open
10/04/2019	FNBCK	EFT382	INTERNAL REVENUE SERVICE	21,467.46	21,467.46	0.00	Open
10/04/2019	FNBCK	EFT383	PRINCIPAL FINANCIAL	3,306.00	3,306.00	0.00	Open
10/04/2019	FNBCK	EFT384	PRINCIPAL FINANCIAL	2,181.07	2,181.07	0.00	Open
<b>Totals:</b>				<b>Number of Checks: 006</b>	<b>30,665.11</b>	<b>30,078.55</b>	<b>0.00</b>
Total Physical Checks:				2		Dir. Dep.	
Total Check Stubs:				4		61,679.43	

# 91,757.98

Check Date	Check	Vendor Name	Amount
Bank 503FN DPW-UTILITIES #503			
			70.39
09/11/2019	4755	LINDSAY BUGEJA	876.90
09/11/2019	4756	TRACTOR SUPPLY CO.	43.99
09/11/2019	4757	WINDSTREAM	155.68
09/12/2019	4758	US POSTAL SERVICE	93.48
09/12/2019	4759	JENIFER KERN	135.00
09/12/2019	4760	MWEA	0.00 V
09/12/2019	4761		
Void Reason: PRINTED ON CHECK BY ACCIDENT			
			3,375.73
09/12/2019	4762	WEX BANK	20.00
09/13/2019	4763	AARON KORPELA	890.24
09/13/2019	4764	CHASE CARD SERVICES	32.84
09/23/2019	4765	ADVANCE AUTO PARTS	70.00
09/23/2019	4766	ASCENSION MICHIGAN	3,802.87
09/23/2019	4767	AUTO-LAB OF LIVINGSTON	605.42
09/23/2019	4768	BLACKBURN MFG. CO	2,430.00
09/23/2019	4769	GIFFELS WEBSTER	110.77
09/23/2019	4770	GRAINGER	931.90
09/23/2019	4771	HOME DEPOT CREDIT SERVICES	205.12
09/23/2019	4772	PORT CITY COMMUNICATIONS, INC.	450.00
09/23/2019	4773	RED WING BUSINESS ADVANTAGE ACCOUNT	80.00
09/23/2019	4774	STERLING	7.48
09/23/2019	4775	TRUE VALUE HARDWARE	704.14
09/23/2019	4776	VERIZON WIRELESS	80.98
09/23/2019	4777	VICTORY LANE QUICK OIL CHANGE	700.00
09/30/2019	4778	GREG TATARA	
503FN TOTALS:			15,872.93
Total of 24 Checks:			0.00
Less 1 Void Checks:			
Total of 23 Disbursements:			15,872.93

Check Date	Check	Vendor Name	Amount
Bank 592FN OAK POINTE OPERATING FUND #592			
09/11/2019	4683	BRIGHTON ANALYTICAL , L.L.C.	555.00
09/11/2019	4684	HAVILAND PRODUCTS COMPANY	1,893.30
09/23/2019	4685	AMERICAN AQUA	1,224.02
09/23/2019	4686	CONSUMERS ENERGY	90.60
09/23/2019	4687	DUBOIS-COOPER	4,737.90
09/23/2019	4688	GENOA TOWNSHIP D.P.W. FUND	22,717.67
09/23/2019	4689	GENOA TOWNSHIP D.P.W. FUND	19,068.50
09/23/2019	4690	GENOA OCEOLA SWR & WTR AUTHORI	176.99
09/23/2019	4691	K & J ELECTRIC, INC.	90.00
09/23/2019	4692	MICHIGAN CAT	1,346.90
09/23/2019	4693	NELSON TANK ENGINEERING & CONSULTIN	530.00
09/23/2019	4694	UIS SCADA	429.00
09/23/2019	4695	USA BLUEBOOK	814.68
09/23/2019	4696	WATER SOLUTIONS UNLIMITED, INC	1,790.00
09/23/2019	4697	YORK REPAIR, INC	2,789.00
09/30/2019	4698	AT&T LONG DISTANCE	54.06
09/30/2019	4699	AT&T	202.07
09/30/2019	4700	BRIGHTON ANALYTICAL , L.L.C.	185.00
592FN TOTALS:			58,694.69
Total of 18 Checks:			0.00
Less 0 Void Checks:			
Total of 18 Disbursements:			58,694.69

Check Date	Check	Vendor Name	Amount
Bank 593FN LAKE EDGEWOOD OPERATING FUND #593			
09/13/2019	3654	CONSUMERS ENERGY	90.60
09/23/2019	3655	BRIGHTON ANALYTICAL , L.L.C.	388.50
09/23/2019	3656	GENOA TOWNSHIP D.P.W. FUND	11,384.25
09/23/2019	3657	HUBBELL, ROTH & CLARK, INC	99.60
09/23/2019	3658	KENNEDY INDUSTRIES	585.00
09/23/2019	3659	MICHIGAN CAT	1,035.00
09/23/2019	3660	PVS NOLWOOD CHEMICALS, INC	959.00
593FN TOTALS:			
Total of 7 Checks:			14,541.95
Less 0 Void Checks:			0.00
Total of 7 Disbursements:			14,541.95

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

## ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
08/27	Payment ThankYou Image Check	-3,095.54
08/23	B2B Prime*MO2OD2PF2 Amzn.com/bill WA	179.00
09/04	REALCOMP II LTD 248-553-3003 MI	201.00
09/05	IN *PROPET DISTRIBUTORS I 407-8884627 FL	180.90
09/09	AMZN Mktp US*HA40F9EV3 Amzn.com/bill WA MICHAEL C ARCHINAL TRANSACTIONS THIS CYCLE (CARD 3223) \$2360.73- INCLUDING PAYMENTS RECEIVED	173.91

2019 Totals Year-to-Date	
Total fees charged in 2019	\$0.00
Total interest charged in 2019	\$0.00

Year-to-date totals do not reflect any fee or interest refunds you may have received.

OK  
*[Signature]*  
9/20/19

## INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
<b>PURCHASES</b>			
Purchases	15.24%(v)(d)	- 0 -	- 0 -
<b>CASH ADVANCES</b>			
Cash Advances	21.24%(v)(d)	- 0 -	- 0 -
<b>BALANCE TRANSFERS</b>			
Balance Transfer	15.24%(v)(d)	- 0 -	- 0 -

31 Days in Billing Period

- (v) = Variable Rate
- (d) = Daily Balance Method (including new transactions)
- (a) = Average Daily Balance Method (including new transactions)

Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other Important Information, as applicable.



**GENOA CHARTER TOWNSHIP BOARD**  
**Regular Meeting**  
**September 16, 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, Jean Ledford, Terry Croft, Jim Mortensen and Diana Lowe. Also present were Township Manager Michael Archinal and nine persons in the audience.

A Call to the Public was made with no response.

**Approval of Consent Agenda:**

Moved by Hunt and supported by Lowe to approve the payment of bills and move the minutes to the regular agenda for discussion. The motion carried unanimously.

**1. Payment of Bills.**

**Approval of Regular Agenda:**

Moved by Ledford and supported by Croft to approve for action all item listed under the regular agenda with the addition of item two. The motion carried unanimously.

**2. Request to Approve Minutes: August 19, 2019**

Moved by Hunt and supported by Lowe to approve the Minutes of August 19, 2019 correcting pg. 2, item 7 deleting "to solicit an amendment" and adding "to move forward" The amended minutes were voted and approved unanimously.

**3. Presentation by Ken Palka of Pfeffer, Hanniford and Palka with regard to results of the audit for the Fiscal Year ending March 31, 2019.**

Palka – Our firm thanks this board for its continued support. The Township is in good shape financially. We have provided our unqualified opinion. The Township should formally receive the report. Palka was thanked for his work on behalf of the Genoa Township. Moved by Skolarus and supported by Hunt to receive the final audit for the fiscal year ending March 31, 2019. The motion carried unanimously.

**4. Consideration of a recommendation for approval of a preliminary site condominium site plan and impact assessment for a proposed 106 attached residential units within 29 buildings for Westbury Phase II. The property in question is located north of the intersection of Whitehorse Drive and Arundell Drive. This property is located within the Lorentzen Planned Unit Development and was previously approved for 137 apartment units. The request is petitioned by Singh Development Company.**

**A. Disposition of Environmental Impact Assessment (6-28-19)**

Moved by Ledford and supported by Lowe to approve the Impact Assessment dated June 28, 2019 related to preliminary site condominium approval for Westbury Phase 2. The motion carried unanimously.

**B. Disposition of Preliminary Site Condominium Plan (8-28-19)**

Moved by Lowe and supported by Hunt to approve the preliminary site condominium plan for Westbury Phase 2 as revised on August 28, 2019, subject to the following:

1. The following documents being required with a final submittal:
  - A. Condominium documents (Master Deed, By-Laws and Exhibit B Drawings);
  - B. The condo documents must fulfill the criteria for private road maintenance as determined by the Township Engineer;
  - C. A detailed lighting plan;
  - D. A detail of the residential entrance signage.
2. The Township attorney shall review the condominium documents.
3. The applicant must obtain authorization for a road connection with the development to the north.
4. The petitioner will follow recommendations made by the Township Engineer in the letter dated August 2, 2019 and the Brighton Area Fire Authority letter dated August 2, 2019.
5. The section of Arundell Drive between Whitehorse Drive and Grand River Avenue will be repaved as part of this project.

The motion carried unanimously.

**5. Consideration of a recommendation for approval of an environmental impact assessment for a proposed 11,000 sq. ft. addition to an existing Brighton Area Fire Department building located at 2755 Dorr Road, Brighton. The request is petitioned by Partners in Architecture, PLC.**

**A. Disposition of Environmental Impact Assessment (8-21-19)**

Moved by Lowe and supported by Croft to approve the Environmental Impact Assessment dated August 21, 2019 as submitted. The motion carried unanimously.

**6, Consideration of recommendation for approval of a site plan and impact assessment requesting final site condominium approval for a proposed 19 unit site condominium known as "The Ridge". The property in question is located on approximately 30.8 acres at 4242 Bauer Road (parcel # 4711-26-200-002) on the west side of Bauer Road, between White Pines Drive and Challis Road. The request is petitioned by John Moretti.**

**A. Disposition of Environmental Impact Assessment (6-13-19)**

Moved by Hunt and supported by Ledford to approve the Impact Assessment dated June 13, 2019 related to the final site condominium approval for the Ridge with the condition that the revisions requested by the Planning Commission be incorporated, submitted and approved by

the Township staff prior to issuance of a land use permit for construction. The motion carried unanimously.

**B. Disposition of Final Site Condominium Plan (8-20-19)**

Moved by Hunt and supported by Lowe to approve the final site condominium plan for the Ridge dated August 20, 2019 subject to the following:

1. Revised landscape plans shall be provided and approved by Township staff. This shall include the addition of the cluster mailboxes and relocation of the landscaping shown off-site or in road right-of-way.
2. If trees are to remain in the Bauer Road right-of-way, road commission approval must be provided.
3. The entrance sign will require staff review and approval of a land use permit. Walls are not permitted.
4. Applicant shall provide for approval by the Township Attorney a construction and maintenance easement for the entrance in regard to the landscaping, cluster mailbox and roadway. This easement shall be recorded prior to issuance of any land use permits for home construction.
5. The applicant will make an effort to obtain a formal letter of approval from the postmaster for the mailbox cluster.
6. The shared driveway easement related to the metes and bounds parcels not included in the subdivision shall be revised to eliminate the Township requirement to settle disputes and shall instead indicate an arbitration agency. The final easement agreement shall be approved by the Township Attorney prior to being recorded. The easement shall be recorded prior to the land division for the subdivision.
7. The Exhibit B drawings shall be updated to match the final site condominium plans.
8. The Master Deed, Bylaws, Exhibit B Drawings and any other private restrictions shall be reviewed and approved by the Township Attorney prior to land division.
9. All requirements of the Township Engineer in their letter dated August 26, 2019 shall be met. This includes submittal of all final approval letters from the Livingston County Health Department, Drain Commissioner and Road Commission.
10. Construction plan review will be required for the private road.
11. All requirements of the Brighton Area Fire Department shall be complied with.
12. Site plan review fee overages associated with exceeding the allocated number of reviews and meetings must be paid prior to issuance of a land use permit for road construction.
13. Review a potential location of the cluster mailboxes for easy access of future residents with a final review by staff prior to the land use permit being issued.

The motion carried unanimously.

**7. Request for approval of Resolution #1 (to proceed with the project and direct preparation of the plans and cost estimates) for Elmhurst Drive Road Improvement Project Summer 2020. (Roll Call)**

Moved by Ledford and supported by Lowe to approve Resolution #1 spreading the cost to existing homeowners within the district. Should the three vacant parcels within the district be developed within the next seven years the assessment will be re-evaluated to distribute the cost to the new construction. The motion carried by roll call vote as follows: Ayes – Ledford, Croft, Hunt, Lowe, Mortensen, Skolarus and Rogers Nays – None.

**8. Request for approval of Resolution #2 (to approve the project, schedule the first hearing, and direct issuance of statutory notices) for the Elmhurst Drive Road Improvement Project Summer 2020. (Roll Call)**

Moved by Skolarus and supported by Croft to approve Resolution #2 for The Elmhurst Drive Road Improvement Project as requested. The motion carried by roll call vote as follows: Ayes – Ledford, Croft, Hunt, Lowe, Mortensen, Skolarus and Rogers Nays – None.

**9. Request to approve a contract with the Livingston County Road Commission for overband crack sealing approximately .98 miles of Timberbend and Old Hickory Road at a cost not to exceed \$7,000.00.**

Moved by Hunt and supported by Croft to approve the contract with the expenditure from Fund 261 as previously budgeted for crack sealing of Timberbend and Old Hickory Road. The motion carried unanimously.

**10. Consider a request from Advanced Communications and Data for a permit extension to the Metro Act Right of Way to expire August 11, 2024.**

Moved by Lowe and supported by Mortensen to approve the request for a permit from Advanced Communications and Data subject to advice from Neil Lehto asking for the advantage or disadvantage of the permit extension. The motion carried unanimously.

**11. Request to approve the proposal from Renovations Roofing for the Township Hall roof replacement at a cost not to exceed \$56,205.00.**

Moved by Mortensen and supported by Croft to approve the proposal for a replacement of the township hall roof as requested with the understanding that the Township Manager may address unforeseen additional expenditures. The motion carried unanimously.

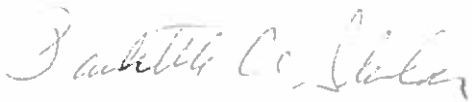
Moved by Lowe and supported by Ledford to amend the Buildings and Grounds Budget No. 271 increasing capital outlay from \$10,000.00 to 60,000.00. The motion carried unanimously.

**12. Consider approval of a contract with Pfeffer, Hanniford and Palka to provide auditor services.**

Moved by Skolarus and supported by Croft to approve the contract with Pfeffer, Hanniford and Palka for auditing services for a five-year contract from 2020 through 2024. The motion carried unanimously.

Mortensen – I would like to see information related to the credit card statements included with the payment of bills. Rogers – I will get that information.

Moved by Hunt and supported by Mortensen to adjourn the meeting at 7:23 p.m. The motion carried unanimously. Member Discussion

A handwritten signature in cursive script, appearing to read "Paulette A. Skolarus".

Paulette A. Skolarus, Clerk  
Genoa Charter Township Board

Resolution No. 3–Elmhurst Drive Road Improvement Project and  
Special Assessment District (Summer 2020)

**Genoa Charter Township**

At a regular meeting of the Township Board of Genoa Charter Township, Livingston County, Michigan, (the “Township”) held at the Township Hall on October 7, 2019, at 6:30 p.m., there were

PRESENT:

ABSENT:

The following preamble and resolution were offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

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

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

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

WHEREAS, The Board of Trustees of the Township has declared its intention to make the improvement and tentatively designated the special assessment district against which the cost of the improvement Elmhurst Drive Road Improvement Project is to be assessed is described in Exhibit B.

WHEREAS, on October 7, 2019 a public hearing was held to hear any objections to the Elmhurst Drive Road Improvement Project and to the special assessment district and notice of the hearing was provided pursuant to the requirements of Act No 188, Michigan Public Acts of 1954, as amended;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Township Board approves the completion of the Project and approves the plans and cost estimates for the Project, which are on file with the Township Clerk and which are identified as “Plans and Cost Estimates for the Elmhurst Drive Road Improvement Project and Reimbursement Special Assessment Project (Summer 2020 Tax Roll).”

2. The Township Board approves the sufficiency of the Petition for the improvement.

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

4. The Township Board has determined to advance the costs of the Project from Township funds and to use special assessments to raise the money necessary to reimburse the Township for the advance of such funds;

5. The Township Supervisor is directed to prepare the Special Assessment Roll for the Special Assessment District identified in Exhibit B. The Special Assessment Roll shall describe all the parcels of land to be assessed with the names of the respective record owners of each parcel, if known, and the total amount to be assessed against each parcel of land. When the Township Supervisor completes the Special Assessment Roll, he shall affix his certificate to the roll stating that the roll was made pursuant to a resolution of the Township Board adopted on a specified date, and that in making the assessment roll the supervisor, according to his or her best judgment, has conformed in all respects to the directions contained in the resolution and the statutes of the State of Michigan.

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

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

YES:

NO:

ABSENT:

#### CLERK'S CERTIFICATE

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

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Paulette A. Skolarus, Genoa Charter Township Clerk  
Date: October 7, 2019

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**Certificate**

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I, the undersigned, Supervisor of Genoa Charter Township, Livingston County, Michigan (the "Township"), acting pursuant to a resolution duly adopted by the Township Board of the Township on October 7, 2019 (the "Resolution") certify that (1) the attached special assessment roll for the Elmhurst Drive Road Improvement Project (2020), to which this Certificate is affixed, was made pursuant to the Resolution and (2) in making such a roll, I have, according to my best judgment, conformed in all respects to the directions contained in the Resolution and the statutes of the State of Michigan, including Act No. 188, Public Acts of Michigan, 1954, as amended.

Dated: October 7, 2019

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Bill Rogers  
Genoa Charter Township Supervisor



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**Certificate**

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I, the undersigned, Supervisor of Genoa Charter Township, Livingston County, Michigan (the "Township"), acting pursuant to a resolution duly adopted by the Township Board of the Township on October 7, 2019 (the "Resolution") certify that (1) the attached special assessment roll for the Elmhurst Drive Road Improvement Project (2020), to which this Certificate is affixed, was made pursuant to the Resolution and (2) in making such a roll, I have, according to my best judgment, conformed in all respects to the directions contained in the Resolution and the statutes of the State of Michigan, including Act No. 188, Public Acts of Michigan, 1954, as amended.

Dated: October 7, 2019

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**Bill Rogers**  
Genoa Charter Township Supervisor

**EXHIBIT A**

**ELMHURST DRIVE ROAD IMPROVEMENT PROJECT (Summer 2020)**

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

- Total cost of the project: \$59,950.00
- Total parcels: 18
- Homeowners representing 63.39% of road frontage have signed petitions
- Total amount per parcel:

		PER PARCEL	\$3,330.56		
	YEAR	PAYMENT	TO INTEREST	TO PRINCIPAL	OUTSTANDING
1	2020	\$542.40	\$66.61	\$475.79	\$2,854.76
2	2021	\$532.89	\$57.10	\$475.79	\$2,378.97
3	2022	\$523.37	\$47.58	\$475.79	\$1,903.17
4	2023	\$513.86	\$38.06	\$475.79	\$1,427.38
5	2024	\$504.34	\$28.55	\$475.79	\$951.59
6	2025	\$494.83	\$19.03	\$475.79	\$475.79
7	2026	\$485.31	\$9.52	\$475.79	\$0.00
		\$3,597.00	\$266.44	\$3,330.56	

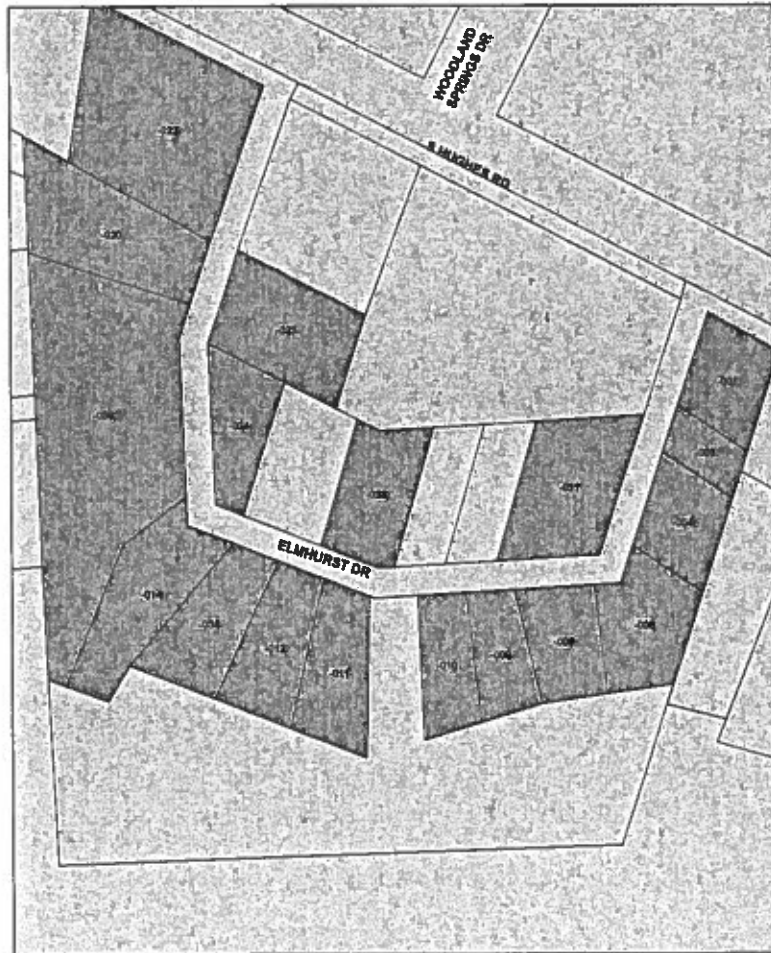
The project (the "Project") will consist of:

- Regrade gravel roadway
- Install approximately 100 tons of 21AA crushed concrete to existing gravel surface
- Place 4" of MDOT 1100 asphalt t-2 ½" of base course and 1 ½" of wearing
- Place 2 ft. of asphalt back to drives
- Remove and replace cross culvert
- Adjust structures to grade

## EXHIBIT B

The Project (Elmhurst Drive Road Improvement Summer 2020) is being designed to serve the properties in the Special Assessment District, which district is illustrated on the map (Included) and includes the specific properties that are identified by the following permanent parcel numbers:

11-10-202-001	11-10-202-003	11-10-202-004	11-10-202-006
11-10-202-008	11-10-202-009	11-10-202-010	11-10-202-011
11-10-202-012	11-10-202-014	11-10-202-020	11-10-202-022
11-10-202-023	11-10-202-024	11-10-202-031	11-10-202-033
11-10-202-035	11-10-202-038		



Resolution No. 4 – Elmhurst Drive Road Improvement Project (Summer 2020)

**Genoa Charter Township**

At a regular meeting of the Township Board of the Township of Genoa, Livingston County, Michigan, (the “Township”) held at the Township Hall on October 7, 2019, at 6:30 p.m., there were

PRESENT:

ABSENT:

The following preamble and resolution were offered by      and supported by      .

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

WHEREAS, the Board of Trustees of the Township has determined to proceed with the Elmhurst Drive Road Improvement Project (2020) within the Township as described in Exhibit A (the “Project”); in accordance with Act No. 188, Michigan Public Acts of 1954, as amended;

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

WHEREAS, the Township Supervisor has prepared the Special Assessment Roll entitled “Special Assessment Roll for the Elmhurst Drive Road Improvement Project (Summer 2020)” (Exhibit B) and has filed the Proposed Roll with the Township Clerk;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Township Board acknowledges that the Township Supervisor has filed the Proposed Roll with the Township Clerk.
2. The Township Board acknowledges that the Township Supervisor has certified that (a) the Proposed Roll was prepared in accordance with the direction of the Township Board and (b) the Proposed Roll was prepared in accordance with the laws of the State of Michigan.
3. In accordance with Act No. 188, Michigan Public Acts of 1954, as amended, and the laws of the State of Michigan, there shall be a public hearing to review and hear objections on the Proposed Roll.
4. The second public hearing will be held on October 21, 2019 at 6:30 p.m. at the offices of Genoa Charter Township, Livingston County, Michigan.
5. The Township Manager is directed to mail, by first class mail, a notice of the public hearing to each owner of or party in interest in property to be assessed, whose name appears upon the last Township tax assessment records. The last Township tax assessment records means the last assessment roll for ad valorem tax purposes which has been reviewed by the Township Board of Review, as supplemented by any subsequent changes in the names or addresses of such owners or

parties listed thereon. The notice to be mailed by the Township Manager shall be similar to the notice attached as Exhibit C and shall be mailed by first class mail on or before October 11, 2019. Following the mailing of the notices, the Township Manager shall complete the affidavit of mailing similar to the affidavit set forth in Exhibit D.

6. The Township Manager is directed to publish a notice of the public hearing in the Livingston County Daily Press & Argus, a newspaper of general circulation within the Township. The notice shall be published twice, once on or before October 13, 2019 and October 20, 2019. The notice shall be in a form substantially similar to the notice attached as Exhibit C.

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

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

YES:

NO:

ABSENT.

CLERK'S CERTIFICATE

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

\_\_\_\_\_  
Paulette A. Skolarus, Clerk  
Genoa Charter Township Board  
Dated: \_\_\_\_\_

**EXHIBIT A**

**ELMHURST DRIVE ROAD IMPROVEMENT PROJECT (Summer 2020)**

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

- Total cost of the project: \$59,950.00
- Total parcels: 18
- Homeowners representing 63.39% of road frontage have signed petitions
- Total amount per parcel:

		PER PARCEL	\$3,330.56		
	YEAR	PAYMENT	TO INTEREST	TO PRINCIPAL	OUTSTANDING
1	2020	\$542.40	\$66.61	\$475.79	\$2,854.76
2	2021	\$532.89	\$57.10	\$475.79	\$2,378.97
3	2022	\$523.37	\$47.58	\$475.79	\$1,903.17
4	2023	\$513.86	\$38.06	\$475.79	\$1,427.38
5	2024	\$504.34	\$28.55	\$475.79	\$951.59
6	2025	\$494.83	\$19.03	\$475.79	\$475.79
7	2026	\$485.31	\$9.52	\$475.79	\$0.00
		\$3,597.00	\$266.44	\$3,330.56	

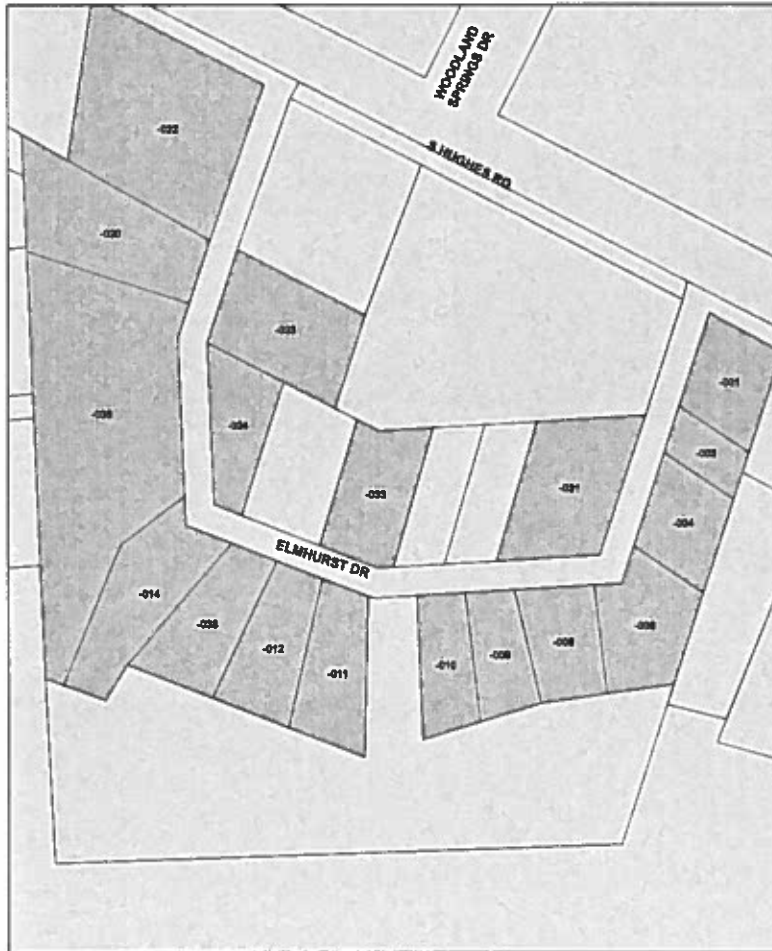
The project (the "Project") will consist of:

- Regrade gravel roadway
- Install approximately 100 tons of 21AA crushed concrete to existing gravel surface
- Place 4" of MDOT 1100 asphalt t-2 ½" of base course and 1 ½" of wearing
- Place 2 ft. of asphalt back to drives
- Remove and replace cross culvert
- Adjust structures to grade

## EXHIBIT B

The Project (Elmhurst Drive Road Improvement Summer 2020) is being designed to serve the properties in the Special Assessment District, which district is illustrated on the map (included) and includes the specific properties that are identified by the following permanent parcel numbers:

11-10-202-001	11-10-202-003	11-10-202-004	11-10-202-006
11-10-202-008	11-10-202-009	11-10-202-010	11-10-202-011
11-10-202-012	11-10-202-014	11-10-202-020	11-10-202-022
11-10-202-023	11-10-202-024	11-10-202-031	11-10-202-033
11-10-202-035	11-10-202-038		



**GENOA CHARTER TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN  
 NOTICE OF PUBLIC HEARING  
 UPON A PROPOSED ELMHURST DRIVE ROAD IMPROVEMENT PROJECT  
 AND SPECIAL ASSESSMENT DISTRICT (Summer 2020)**

**NOTICE IS HEREBY GIVEN:**

- (1) The Township Board of Genoa Charter Township, Livingston County, Michigan, in accordance with the laws of the State of Michigan, will hold a Public Hearing on October 21, 2019 at 6:30 p.m., at the Genoa Charter Township Offices, 2911 Dorr Road, Brighton, Michigan 48116, to review the following proposed special assessment district and to hear any objections thereto and to the proposed project.

**GENOA CHARTER TOWNSHIP – ELMHURST DRIVE ROAD IMPROVEMENT PROJECT  
 AND SPECIAL ASSESSMENT DISTRICT (Summer 2020)  
 (A seven-year program with costs as follows)**

- Total cost of the project - \$59,950.00
- Total parcels – 18
- Homeowners representing 63.39% of road frontage have signed petitions
- Total amount per parcel :

		PER PARCEL	\$3,330.56		
	YEAR	PAYMENT	TO INTEREST	TO PRINCIPAL	OUTSTANDING
1	2020	\$542.40	\$66.61	\$475.79	\$2,854.76
2	2021	\$532.89	\$57.10	\$475.79	\$2,378.97
3	2022	\$523.37	\$47.58	\$475.79	\$1,903.17
4	2023	\$513.86	\$38.06	\$475.79	\$1,427.38
5	2024	\$504.34	\$28.55	\$475.79	\$951.59
6	2025	\$494.83	\$19.03	\$475.79	\$475.79
7	2026	\$485.31	\$9.52	\$475.79	\$0.00
		\$3,597.00	\$266.44	\$3,330.56	



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

- Regrade gravel roadway
- Install approximately 100 tons of 21AA crushed concrete to existing gravel surface
- Place 4" of MDOT 1100 asphalt t-2 ½" of base course and 1 ½" of wearing
- Place 2 ft. of asphalt back to drives
- Remove and replace cross culvert
- Adjust structures to grade

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

11-10-202-001	11-10-202-003	11-10-202-004	11-10-202-006
11-10-202-008	11-10-202-009	11-10-202-010	11-10-202-011
11-10-202-012	11-10-202-014	11-10-202-020	11-10-202-022
11-10-202-023	11-10-202-024	11-10-202-031	11-10-202-033
11-10-202-035	11-10-202-038		



- (3) The Township plans to impose special assessments on the properties located in the Special Assessment District to pay for the costs of the Project.
- (4) The preliminary plans and cost estimates for the proposed project and the boundaries of the Special Assessment District are now on file in the office of the Township Clerk for public inspection. The Township Board has received petitions signed by more than 50 percent of property owners within the proposed district. Pursuant to the provisions of Public Act 188 of 1954, record owners of land have the right to file written objections to the Project with the Township Board. Any person objecting to the proposed Project or the proposed Special Assessment District shall file an objection in writing with the Township Clerk before the close of the October 21, 2019 hearing or within such further times as the Township Board may grant.

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

Dated: October 8, 2019

Michael C. Archinal  
Genoa Township Manager

(Press/Argus 10/13/19-10/20/19)

EXHIBIT D

AFFIDAVIT OF MAILING

STATE OF MICHIGAN

COUNTY OF LIVINGSTON

MICHAEL C. ARCHINAL, being first duly sworn, deposes and says that he personally prepared for mailing, and did on October 8, 2019, send by first-class mail, the notice of public hearing, a true copy of which is attached hereto, to each record owner of or party in interest in all property to be assessed for the improvement described therein, as shown on the last local tax assessment records of Genoa Charter Township; that he personally compared the address on each envelope against the list of property owners as shown on the current tax assessment rolls of the Township; that each envelope contained therein such notice and was securely sealed with postage fully prepaid for first-class mail delivery and plainly addressed; and that he personally placed all of such envelopes in a United States Post Office receptacle on the above date.

---

Michael C. Archinal  
Genoa Charter Township Manager  
October 8, 2019



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:** October 3, 2019  
**RE:** Re-stated Stormwater Easement

**MANAGER'S REVIEW:** 

---

Township staff has been working with a developer on a potential redevelopment of property located at the northwest corner of Grand River, Lawson Drive and Whitehorse Drive for a potential indoor/climate controlled self-storage facility, flexible retail/office and food service development. A portion of the project involves property owned by Gerald Heximer that is subject to the amended and restated Summerfield Pointe PUD. Section 5.3 of the PUD established a requirement for a Private Storm Water Drainage Easement for the Heximer property. This original Drainage Easement was granted on February 13, 2003 and recorded on Liber 3763 and Page 0739.

The original easement dealt with the entirety of the Heximer property, but after the PUD was approved there was a division of the base Heximer parcel into four parcels. As part of the due diligence process associated with the purchase of 3 resultant parcels, the legal team for the developer has required that the intent of the original easement be restated specifically for the 4 parcels, one of which is no longer owned by Heximer and is owned by Satellite Investments.

Township staff and legal counsel have been working closely with the interested parties to ensure the re-stated easement is in keeping with the intent of the original easement and development agreement. Enclosed herein you will find the final approved version of the re-stated easement which has been executed by both Mr. Heximer and the owner of the Satellite Investments parcel. This document has also been approved by the Township Attorney. The Board is being asked to approve the re-statement easement as provided in the following recommended motion:

**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

**Moved by \_\_\_\_\_, Supported by \_\_\_\_\_ to approve the Amended and Restated Grant of Storm Water Drainage Easement involving parcels 4711-09-200-033, 034, 035 and 036 as submitted.**

Should you have any questions concerning this matter, please do not hesitate to contact me.

**AMENDED AND RESTATED GRANT OF  
STORM WATER DRAINAGE EASEMENT**

This AMENDED AND RESTATED GRANT OF STORM WATER DRAINAGE EASEMENT (“Easement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between **GARELD K. HEXIMER**, whose address is 3576 Brophy Road, Howell, Michigan 48843 (“Heximer”) and **SATELLITE INVESTMENT, LLC**, a Michigan limited liability company, whose address is 5290 West Michigan Avenue, Ypsilanti, Michigan 48197 (“Satellite”).

**RECITALS**

- A. SATELLITE is the fee simple owner of certain real property located in Genoa Township, legally described as Parcel 1 in Exhibit A, attached hereto, hereinafter referred to as the “Parcel 1”; and Parcel 1 is a fully improved property pre-dating the Summerfield Pointe Planned Unit Development.
- B. HEXIMER is the fee simple owner of certain real property located in Genoa Township, legally described as Parcel 2 in Exhibit A, attached hereto, hereinafter referred to as the “Parcel 2”;
- C. HEXIMER is the fee simple owner of certain real property located in Genoa Township, legally described as Parcel 3 in Exhibit A, attached hereto, hereinafter referred to as the “Parcel 3”;
- D. HEXIMER is the fee simple owner of certain real property located in Genoa Township, legally described as Parcel 4 in Exhibit A, attached hereto, hereinafter referred to as the “Parcel 4”;
- E. Parcel 2, Parcel 3 and Parcel 4 may be collectively referred to herein as the “Property”;
- F. The Property will be serviced in the future by certain Storm Water Management Facilities constituting of one or more detention and/or retention ponds, pipes, and associated facilities, which may be located above or below ground in accord with the Amended Conceptual PUD and Site Plan for Summerfield Pointe Planned Unit Development with Heximer Addition (collectively the “Storm Water Management Facilities”); and

G. The **TOWNSHIP OF GENOA** (“Township”) conditioned approval of the land division creating the four parcels described in Exhibit A, subject to a **GRANT OF STORM WATER DRAINAGE EASEMENT** dated February 13, 2003, as recorded in the Livingston County Register of Deeds, Liber 3763, Pages 739 and 740; and

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement the receipt and adequacy of which is hereby acknowledged, the Owners agree as follows:

**1. Drainage Rights and Obligations:**

Parcel 1 is a fully improved parcel with its own existing storm water drainage system and the parcel as-is requires no new or changed storm water plans. Parcel 1 shall continue to have the right to drain surface water runoff upon and across Parcel 2, Parcel 3 and Parcel 4 in an amount no greater or more concentrated than current drainage conditions, unless otherwise set forth in the Amended and Restated Summerfield Pointe Planned Unit Development Agreement recorded with the Livingston County Register of Deeds at Liber 3772, Page 940, as it may be amended from time to time (the “PUD”). Any increase in the discharge rate, discharge volume and/or change to the discharge of surface water runoff from Parcel 1 onto Parcels 2, 3 or 4 shall require written approval from the Owner(s) of the impacted Parcel or Parcels.

- a) Parcel 2 shall have the right to drain surface water runoff upon and across Parcel 3 and/or Parcel 4, including the discharge of any offsite surface water runoff from adjacent properties in an amount no greater or more concentrated than current drainage conditions, unless **otherwise set forth in the PUD**. Location, size and depth of any drainage system, at the property line, shall be as reasonably agreed to by the Owner of Parcel 3. Parcel 2 shall not prohibit or impede surface water runoff discharged from Parcel 1 in an amount less than or equal to, and no more concentrated than, current drainage conditions, unless otherwise set forth in the PUD.
- b) Parcel 3 shall have the right to drain surface water runoff upon and across Parcel 4, including the discharge of any offsite surface water runoff from adjacent properties in an amount no greater or more concentrated than current drainage conditions, unless otherwise set forth in the PUD. Location, size and depth of any drainage system, at the property line, shall be as reasonably agreed to by the Owner of Parcel 4. Parcel 3 shall not prohibit or impede surface water runoff discharged from Parcel 1 and/or Parcel 2 in an amount less than or equal to, and no more concentrated than, current drainage conditions, unless otherwise set forth in the PUD.
- c) Parcel 4 shall have the right to drain surface water runoff upon and across Parcel 3, including the discharge of any offsite surface water runoff from adjacent properties in an amount no greater or more concentrated than current drainage conditions. Location, size and depth of any drainage system, at the property line, shall be as reasonably agreed to by the Owner of Parcel 4. Parcel 4 shall not prohibit or impede the existing surface water runoff discharged from Parcel 1 in an amount less than or equal to, and no more concentrated than, current drainage conditions, unless otherwise set forth in the PUD.

2. **Previous Easement:** This AMENDED AND RESTATED GRANT OF STORM WATER DRAINAGE EASEMENT terminates and replaces the GRANT OF STORM WATER DRAINAGE EASEMENT dated February 13, 2003, as recorded in the Livingston County Register of Deeds, Liber 3763, Pages 739 and 740.

3. **Interest in real property:** The Easements stated in this Agreement are to the benefit all four Parcels and shall burden Parcel 3 and Parcel 4. Each Easement shall be deemed to be appurtenant to and shall run with the land of the respective Parcel.

4. **Cost of Drainage Calculations.** The costs of performing any drainage calculation for any portion of the Property, required by the owner(s) of Parcel 1, Parcel 2, Parcel 3, Parcel 4, or any combination thereof, shall be borne by the Party requiring the calculation without regard to the portion of the Property for which the calculation is performed. Under no circumstances shall the Township be obligated to perform engineering work or bear any cost for drainage calculations under this section.

5. **Maintenance:** The respective Owner of each Parcel shall bear the full cost of repairing and maintaining any storm water drainage pipe, retention and/or detention ponds, basins or structures, either above or below ground, on its own Parcel.

6. **Jurisdiction and Venue:** Any disputes under this conveyance shall be subject to the laws of the state of Michigan and venue for any disputes shall lie in Livingston County, Michigan.

7. **Severability:** If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

8. **Entire Agreement:** This Agreement and all exhibits constitute the entire agreement between the parties regarding the subject matter of this Agreement, and all prior negotiations and agreements regarding the Easements between the parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by all parties.

This Agreement shall be binding upon the parties hereto and their heirs, successors, personal representatives, and assigns.

{Signatures appear on the following pages }



This Agreement has been executed on the date adjacent to the respective signatures.

SATELLITE INVESTMENT, LLC

Dated: 10/1/19

By: 

Dean Whitcomb

Its: Managing Member

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF LIVINGSTON )

On this 1 day of October, 2019, before me, a Notary Public in and for said County, personally appeared Dean Whitcomb, Managing Member of SATELLITE INVESTMENT, LLC, a Michigan Limited Liability Company, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed.



Notary Public

State of \_\_\_\_\_

County of \_\_\_\_\_

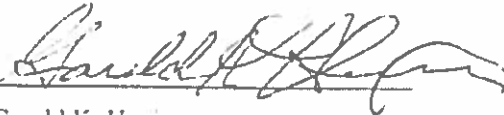
My Commission Expires: \_\_\_\_\_

Acting in the County of \_\_\_\_\_

JENNIFER L. LAZZARI  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF LIVINGSTON  
MY COMMISSION EXPIRES Aug 14, 2023  
ACTING IN COUNTY OF Livingston

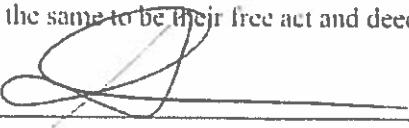
HEXIMER PROPERTY OWNER:

Dated: 9/26/19

By:   
Gareld K. Heximer

STATE OF MICHIGAN      )  
  ) ss.  
COUNTY OF LIVINGSTON )

On this 26<sup>th</sup> day of September, 2019, before me, a Notary Public in and for said County, personally appeared Gareld K. Heximer, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be their free act and deed.

  
\_\_\_\_\_  
Sharon L. Pollack, Notary Public

State of Michigan  
County of Livingston  
My Commission Expires: 10-17-2025  
Acting in the County of Livingston

**CHARTER TOWNSHIP OF GENOA:**

Dated: \_\_\_\_\_

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

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

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF LIVINGSTON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public in and for said County, personally appeared \_\_\_\_\_, \_\_\_\_\_ of the CHARTER TOWNSHIP OF GENOA, a Michigan Municipal Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
State of \_\_\_\_\_  
County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

**Instrument drafted by:**  
Wayne M. Perry, P.E.  
Desine Inc., 2183 Pless drive  
Brighton, Michigan 48114

Paragraph #4 contribution by  
Brad Maynes  
Corrigan Oil Company

**When recorded return to:**  
Connie M. Pratt, Corporate Counsel  
Corrigan Oil Company, 775 N. Second Street  
Brighton, Michigan 48116

## APPENDIX A

**Parcel 1:** Tax ID No.: 4711-09-200-033

Part of the Northeast 1/4 of Section 9, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, more particularly described as follows: Beginning at the North 1/4 corner of said Section 9; thence along the North line (as previously surveyed and monumented) South 89 degrees 43 minutes 06 seconds East (*previously described as South 89 degrees 06 minutes 45 seconds East*) 360.57 feet; thence South 01 degrees 39 minutes 41 seconds West, 306.99 feet; thence North 78 degrees 27 minutes 51 seconds West 24.98 feet; thence North 89 degrees 43 minutes 06 seconds West 335.95 feet; thence along the North-South 1/4 line (as previously surveyed and monumented) North 01 degrees 39 minutes 41 seconds East (*previously described as North 02 degrees 24 minutes East*), 302.11 feet to the Point of Beginning.

**Parcel 2:** Tax ID No.: 4711-09-200-034

Part of the Northeast 1/4 of Section 9, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 corner of said Section 9; thence along the North line (as previously surveyed and monumented) South 89 degrees 43 minutes 06 seconds East (*previously described as South 89 degrees 06 minutes 45 seconds East*) 360.57 feet to the **POINT OF BEGINNING** of the parcel to be described; thence continuing along said line, South 89 degrees 43 minutes 06 seconds East (*previously described as South 89 degrees 06 minutes 45 seconds East*), 260.59 feet; thence along the centerline of Lawson Drive (66 foot wide right of way) South 02 degrees 10 minutes 22 seconds East (*previously described as South 01 degrees 36 minutes East*) 318.43 feet; thence along the South line of a 40 foot wide access easement, South 87 degrees 47 minutes 39 seconds West 184.99 feet; thence continuing along the South line of said 40 foot wide access easement, North 78 degrees 27 minutes 51 seconds West 98.70 feet; thence North 01 degrees 39 minutes 41 seconds east 306.99 feet to the Point of Beginning.

## APPENDIX A

**Parcel 3:** Tax ID No.: 4711-09-200-035

Part of the Northeast 1/4 of Section 9, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 of said Section 9; thence along the North line (as previously surveyed and monumented) South 89 degrees 43 minutes 06 seconds East 621.16 feet (*previously described as South 89 degrees 06 minutes 45 seconds East 620.8 feet*); thence along the centerline of Lawson Drive (66 foot wide right of way) South 02 degrees 10 minutes 22 seconds East (*previously described as South 01 degrees 36 minutes East*) 318.43 feet, to the **POINT OF BEGINNING** of the parcel to be described; thence continuing along the centerline of said Lawson Drive, South 02 degrees 10 minutes 22 seconds East (*previously described as South 01 degrees 36 minutes East*) 188.20 feet; thence continuing along the centerline of said Lawson Drive, southerly on an arc right, having a length of 178.58 feet, a radius of 1026.63 feet, a central angle of 09 degrees 58 minutes 00 seconds, and a long chord which bears South 02 degrees 48 minutes 38 seconds West (*previously described as South 03 degrees 23 minutes West*) 178.36 feet; thence along the South line of a Private Road Easement (variable width), North 89 degrees 55 minutes 37 seconds West (*previously described as North 89 degrees 06 minutes 45 seconds West*) 78.37 feet; thence continuing along the South line of said private road easement, North 68 degrees 02 minutes 22 seconds West (*previously described as North 67 degrees 30 minutes West*), 285.56 feet; thence North 07 degrees 58 minutes 20 seconds East 279.64 feet; thence South 78 degrees 27 minutes 51 seconds East, 123.68 feet; thence along the South line of a 40 foot wide access easement, North 87 degrees 47 minutes 39 seconds East 184.99 feet to the Point of Beginning.

**Parcel 4:** Tax ID No.: 4711-09-200-036

Part of the Northeast 1/4 of Section 9, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 of Section 9; thence along the North-South 1/4 line (as previously surveyed and monumented) South 01 degrees 39 minutes 41 seconds West (*previously described as South 02 degrees 24 minutes West*), 302.11 feet to the **POINT OF BEGINNING** of the parcel to be described; thence South 89 degrees 43 minutes 06 seconds East 335.95 feet; thence South 07 degrees 58 minutes 20 seconds West 279.64 feet; thence along the South line of a private road easement (variable width) North 68 degrees 02 minutes 22 seconds West (*previously described as North 67 degrees 30 minutes West*) 325.31 feet; thence along the North-South 1/4 line (as previously surveyed and monumented), North 01 degrees 39 minutes 41 seconds East (*previously described as North 02 degrees 24 minutes East*), 157.00 feet to the point of beginning.

RECORDED

2003 FEB 24 P 4 48

LIVINGSTON COUNTY RECORDS  
1100 S. GUYTON ST. MI.  
38944

BPA

**AMENDED AND RESTATED SUMMERFIELD POINTE  
PLANNED UNIT DEVELOPMENT AGREEMENT**

THE PLANNED UNIT DEVELOPMENT AGREEMENT for SUMMERFIELD POINTE dated April 19, 2002 between ADLER ENTERPRISES COMPANY, L.L.C., 719 E. Grand River, Brighton, Michigan 48116 and the TOWNSHIP OF GENOA, a Michigan General Law Township, 2911 Dorr Road, Brighton, Michigan 48116 ("TOWNSHIP") is amended this 15<sup>th</sup> day of February, 2003, as follows:

**RECITATIONS**

ADLER ENTERPRISES COMPANY, L.L.C. of 719 E. Grand River, Brighton, Michigan 48116 ("MDR OWNER") possess fee title to certain real property situated in the Township of Genoa, County of Livingston, State of Michigan, more particularly described on attached *Schedule "A"* (referred to as the "MDR PROPERTY").

That GARELD K. HEXIMER and JEANETTE K. HEXIMER, of 3576 Brophy, Howell, Michigan 48843 ("LIC OWNER") possess fee title to certain real property situated in the Township of Genoa, County of Livingston, State of Michigan more particularly described on attached *Schedule "B"* (referred to as the "LIC PROPERTY").

The MDR OWNER, LIC OWNER and the TOWNSHIP have agreed to enlarge and expand the SUMMERFIELD POINTE PLANNED UNIT DEVELOPMENT AGREEMENT to include the LIC PROPERTY pursuant to the conditions set forth below for the uses and future development of the LIC PROPERTY and the uses and future development of the TOWNSHIP's previous approval of the MDR PROPERTY, as set forth in the Planned Unit Development Agreement recorded at Liber 3533, Pages 0900 to 0906, Livingston County Records, and as depicted upon the site plan for the MDR PROPERTY attached as *Schedule "C"*.

The Township Planning Commission and Township Board, in strict compliance with the Township Zoning Ordinance and with Act 184 of the Public Acts of 1943, as amended, reclassified the Property as Residential Planned Unit Development District, finding that such reclassification properly achieved the purposes of Article 10 of the Genoa Township Zoning Ordinance, including the encouragement of innovation in land use, the preservation of open space, the promotion of efficient provision of public services and utilities, the reduction of adverse traffic impacts, and the provision of adequate housing and employment.

The TOWNSHIP has found and concluded that the uses and future development plans and conditions for the LIC PROPERTY as shown on the approved PUD Site Plan, as amended, are reasonable and promote the public health, safety and welfare of the TOWNSHIP and they are consistent with the plans and objectives of the TOWNSHIP and consistent with surrounding uses of land.

NOW, THEREFORE, MDR OWNER, LIC OWNER and the TOWNSHIP, in consideration of the mutual promises contained in this Agreement as amended and restated, agree as follows:

**ARTICLE I.  
GENERAL TERMS OF AGREEMENT**

1.1 The TOWNSHIP and the MDR OWNER and LIC OWNER acknowledge and represent that the recitations set forth above are true, accurate and binding.

- 1.2 The TOWNSHIP acknowledges and represents that this Agreement may be relied upon for future land use and development of the MDR PROPERTY by MDR OWNER and LIC PROPERTY by the LIC OWNER and/or their respective assigns, successors in interest, or successors in title.
- 1.3 The PUD Plan, as amended, and attached as *Schedule "D"*, has been duly approved by the TOWNSHIP in accordance with all applicable TOWNSHIP ordinances. The land uses which will be permitted and which may be developed on the MDR PROPERTY are as set forth below. The permitted land uses which may be developed on the LIC PROPERTY are attached as *Schedule "E"*.
- 1.4 The PUD Plan, as amended, complies with the Township Zoning Ordinance requirements, except as specifically provided otherwise within this Agreement.
- 1.5 The PUD Plan, as amended, identifies the location and configuration of the authorized land uses that may be developed, or must remain undeveloped, on the MDR PROPERTY and LIC PROPERTY.
- 1.6 In those instances in which the MDR OWNER and/or the LIC OWNER desire to obtain a modification of the PUD Plan, as amended, the TOWNSHIP shall review the proposed change in accordance with the Township Zoning Ordinance in effect as of the date of this Agreement, for the purpose of determining whether the change would have a material adverse impact upon surrounding land uses, services, transportation systems and/or facilities, and if such adverse impact would result, the TOWNSHIP may deny or impose mitigating conditions upon the proposed modification.
- 1.7 This Agreement, including the uses approved on the PUD Plan, as amended, are for the benefit of the MDR PROPERTY and LIC PROPERTY and shall run with the land, and shall bind and inure to the benefit of the heirs, successors, assigns and/or transferees of the parties to this Agreement.

**ARTICLE II.**  
**LAND USE AUTHORIZATION AND STANDARDS**

**MDR PROPERTY**

- 2.1 The Planned Unit Development as set forth on the PUD Plan, as amended, reflects the change in the zoning for the MDR PROPERTY from Rural Residential to medium density residential (MDR) consisting of the following use:

Not more than 192 attached condominium units consisting of forty eight (48) four (4) unit buildings.

- 2.2 The number of residential units permitted on the Property are a maximum of 192 attached condominium units for occupancy as single family residences.
- 2.3 The approved setbacks for the condominium buildings are:

<u>Perimeter Setbacks</u>	<u>Sidewalk Setback</u>	<u>Setback Between Buildings</u>	<u>Wetlands Setback</u>
North (Rear) - Min. 50 ft.	Min. 20 ft. from back of sidewalk to front of building	Min. 30 ft.	Min. 25 ft.
West (Side) - Min. 30 ft.			
East (Side) - Min. 75 ft.			
South (Front) - Min. 35 ft			

- 2.4 The MDR OWNER and the MDR OWNER's successors in interest shall preserve and protect the woodlands along the perimeter setback of the property on the east side and the PUD Plan, as amended, shall identify the area within the east side perimeter setback as a permanent conservation area. This permanent conservation area shall be preserved, protected and maintained by the Association of Co-Owners.

LIC PROPERTY

- 2.5 The Planned Unit Development as set forth on the PUD Plan, as amended, is consistent with light industrial/commercial usage.
- 2.6 The total number of light industrial/commercial parcels available on the LIC PROPERTY shall be not more than four (4) parcels. The existing Media One tower shall continue as an easement consisting of 0.23 acres +/- . The LIC OWNER retains the right to continue to receive rents for the tower site upon the easement, however, if the easement is abandoned such that it is no longer used for a tower, the land area comprising the easement parcel shall be joined to enlarge the land area for Parcel 3.
- 2.7 The uses allowed on any one of the four (4) parcels within the LIC PROPERTY, excepting the easement portion of Parcel 3 for the tower, shall be enumerated on *Schedule "D"* attached and as depicted on the PUD Plan, as amended (*Schedule "C"* attached), subject to the following conditions for outdoor storage:
- a. The existing outdoor storage on LIC PROPERTY Parcel No. 1 shall be allowed to be maintained in its existing location and with no additional screening required;
  - b. All outdoor storage will be screened from adjoining residential property and from Lawson Drive by a masonry wall with a sufficient height to screen any and all materials being stored;
  - c. All outdoor storage must be set back a minimum of one hundred (100') feet from all residential property lines and/or Lawson Drive;
  - d. All outdoor storage areas shall be paved with asphalt or concrete;
  - e. All outdoor storage shall be limited to no more than twenty five (25%) percent of the parcel; and
  - f. All outdoor storage (including any modifications to the existing outdoor storage on Parcel No. 1) shall require prior special land use approval from the TOWNSHIP.
- 2.8 The approved set backs for the LIC PROPERTY are:
- a. All parking will be set back ten (10') feet from the front lot line of the parcel with landscaping as required and depicted on the PUD Plan, as amended;
  - b. Except for Parcel 1, a fifty (50') foot wide greenbelt will be provided by the LIC OWNER or his successor in title along the north and west sides of the LIC PROPERTY as depicted on the PUD Plan, as amended, containing not less than one (1) canopy tree, two (2) evergreen trees and four (4) shrubs for each twenty (20) linear feet of the greenbelt;
  - c. The greenbelt for Parcel 1 shall be not less than forty (40') feet in width and shall contain not less than one (1) canopy tree, two (2) evergreen trees and four (4) shrubs per each twenty (20) linear feet, as well as a portion of any detention pond(s), if required.
  - d. If the existing structure on Parcel 1 is destroyed, relocated or removed, a minimum fifty (50') foot setback from the Parcel 1 perimeter property lines must be provided.
  - e. Parcels 2, 3 and 4 shall have a minimum fifty (50') foot front setback.
  - f. The internal <sup>building</sup> setback for all parcels shall be a minimum of ten (10') feet with landscaping as required by the TOWNSHIP.
  - g. The front yard setback from Lawson Drive and the southern service road may be reduced to a minimum of twenty-five (25') feet, provided the parking for the improvements on the parcel will be in the rear or side yard areas and further requiring that the front façade of any building or structure will be primarily brick with architectural detailing.



- (i) A permitted reduction of the front yard setback to a minimum of twenty-five (25') feet along Lawson Drive or the southern service drive shall require the parcel owner to provide a twenty (20') foot wide landscape buffer which shall include a three (3') foot high berm with not less than plantings of one (1) canopy tree, one (1) evergreen tree and four (4) shrubs for each thirty (30') feet along the property line, rounded upward.

ARTICLE III.  
TRANSPORTATION IMPROVEMENTS

MDR PROPERTY

- 3.1 The MDR OWNER at its expense and subject to the approval from the Michigan Department of Transportation and the Livingston County Road Commission shall be required to improve the intersection of Lawson Drive and Grand River Avenue as follows: (i) Lawson Drive will be improved to accommodate three lanes of vehicular traffic which shall include one separate right turn lane and one separate left turn lane; (ii) The Grand River Avenue intersection with Lawson Drive shall include an acceleration lane for vehicles exiting Lawson Drive and a de-acceleration lane for vehicles entering Lawson Drive; (iii) at the north terminus of Lawson Drive a radial cul-de-sac will be constructed by MDR OWNER within the public right-of-way; and (iv) one-half of the cost of the purchase and initial installation of a traffic control device when approved by the Michigan Department of Transportation at the Lawson Drive and Grand River Avenue intersection.
- 3.2 The MDR OWNER and/or its successor in title will be required at a future date to grant a reciprocal easement, satisfactory to the Township Board, for a connection road between the Summerfield Pointe Planned Unit Development and the adjoining property located to the west, to allow ingress and egress from and to the Development from both Grand River Avenue and Latson Road.

LIC PROPERTY

- 3.3 The east-west service drive as depicted on the PUD Plan, as amended, shall be constructed in accordance with Livingston County Road Commission standards with a fifty (50') foot right-of-way and the service drive road width being thirty one (31') feet from back of curb to back of curb,
- 3.4 The construction cost for the east-west service drive shall be escrowed in advance with the TOWNSHIP in the amounts indicated and be shared by the percentage indicated, amongst the following parties, which have agreed to their proportionate responsibility by a separate written agreement with the TOWNSHIP:

	<u>CONTRIBUTOR</u>	<u>PERCENTAGE OF CONTRIBUTION</u>	<u>AMOUNT ESCROWED</u>
a.	TOWNSHIP	25%	\$31,000.00
b.	Singh Development Company	12.5%	\$15,500.00
c.	Corrigan Oil Company	31.25%	\$38,625.00
d.	LIC OWNER	31.25%	\$38,625.00
	Total	100%	\$123,750.00

- 3.5 All of the above parties have contributed and deposited the monetary amounts set forth as the Amount Escrowed with the TOWNSHIP to be held in escrow to pay and satisfy the construction costs of the service drive. In the event that the TOWNSHIP has funds remaining after the payment of all construction costs for the service drive, any remaining funds from the escrow account will be returned to the parties in such amounts as determined by the parties respective percentage of contribution.
- 3.6 The service drive will be dedicated by the LIC OWNER and any other required parties for acceptance as a public road by the Livingston County Road Commission. Upon acceptance of the service drive as a public road, all maintenance and

repairs to the service drive will thereafter be the responsibility of the Livingston County Road Commission the entire length of the southern service drive between Lawson Road and Latson Road shall have one (1) name to be approved by the TOWNSHIP and the Livingston County Road Commission.

- 3.7 The service drive shall be constructed, completed and dedicated by the LIC OWNER and any other required parties to the dedication not later than October 15, 2003.

**ARTICLE IV.**  
**INTERNAL ROAD NETWORK - MDR PROPERTY ONLY**

- 4.1 The internal system of vehicular thoroughfares will be established throughout the development as shown on the PUD Plan, as amended.
- 4.2 The internal roads within the MDR PROPERTY are private roads and shall be maintained pursuant to the terms of the Master Deed and condominium documents which shall designate responsibility for maintenance, repair or replacement to the incorporated association of co-owners.
- 4.3 The internal roads within the MDR PROPERTY are 27 feet measured from back of curb to back of curb, excepting in the area provided with a landscaped boulevard in which the roadways on either side of the boulevard are 18 feet measured from back of curb to back of curb.

**ARTICLE V.**  
**DRAINAGE**

**MDR PROPERTY**

- 5.1 The system of drainage on the MDR PROPERTY within the development, including drainage sedimentation and detention, as applicable, is coordinated throughout the development and has been approved by the TOWNSHIP and its engineering consultants.
- 5.2 The drainage system on the MDR PROPERTY within the development is private and shall be maintained pursuant to the terms of the Master Deed and condominium documents which shall designate responsibility for maintenance, repair or replacement to the incorporated association of co-owners.

**LIC PROPERTY**

- 5.3 The drainage system on the LIC PROPERTY shall be private and the responsibility of the LIC OWNER, and his successors in title with annual assessments for maintenance of the drainage system as set forth within a Private Storm Water Drainage Easement, to be recorded by the LIC OWNER contemporaneously with the recording of this PUD Agreement, as amended.

**ARTICLE VI.**  
**SITE IMPROVEMENTS**

**MDR PROPERTY**

- 6.1 The site improvements upon the MDR PROPERTY have been created to accomplish the objective of providing accommodations for vehicular traffic, parking, and pedestrian traffic as depicted upon the PUD Plan, as amended.
- 6.2 All pedestrian walkways to be constructed within the MDR PROPERTY shall be five (5') feet wide and constructed of concrete.
- 6.3 The MDR PROPERTY is serviced with underground utilities, including electrical, natural gas, telephone, and cable television, providing utility services to all buildings within the improved portion of the MDR PROPERTY with easements reserved to the utility providers for repair, maintenance and improvements.

6.4 There will be no site lighting by the MDR OWNER within the common elements or limited common elements of the MDR PROPERTY, except ground lighting for the development signage. Decorative lighting shall be low wattage fixtures attached to each side of the garage door of every unit within the development. Maintenance of the decorative lighting shall be the responsibility of each unit co-owner.

LIC PROPERTY

6.5 Individual site plans shall be submitted by the owner/developer of each parcel to the TOWNSHIP for approval prior to any development, with the exception of Parcel 1. In the event that the existing building upon Parcel 1 is destroyed, relocated or removed, then in that event, a site plan shall be prepared and submitted by the owner/developer for approval by the TOWNSHIP prior to development.

6.6 As a condition for approval of site plans for the development of Parcels 2, 3 and 4, the LIC OWNER or his successors in title shall be responsible for the construction of a five (5') foot wide concrete sidewalk along the parcel frontages as depicted on the PUD Plan, as amended. Maintenance and repair of the sidewalk shall be the responsibility of the adjoining parcel owner having sidewalk frontage, with the owner of Parcel 2 being also responsible for the maintenance and repair of the sidewalk crossing the proposed forty (40') foot wide access easement.

6.7 All lighting for the LIC PROPERTY shall be as set forth on the PUD Plan, as amended with all maintenance costs to be the responsibility of the LIC OWNER or his successors in title.

ARTICLE VII.  
LANDSCAPING

MDR PROPERTY

7.1 The landscaping shall be planted as designated on the PUD Plan, as amended, and as required by the TOWNSHIP. Landscape maintenance and replacement shall be pursuant to the terms of the Master Deed and condominium documents which shall designate responsibility for maintenance, repair or replacement to the incorporated association of co-owners.

LIC PROPERTY

7.2 The landscaping shall be planted as required by the TOWNSHIP. Landscape maintenance and replacement shall be the responsibility of the LIC OWNER or his successors in title.

ARTICLE VIII.  
UTILITIES

MDR PROPERTY

8.1 Public sanitary sewer and public water are provided to the development by the TOWNSHIP and/or the responsible governmental authority.

8.2 MDR OWNER shall provide and dedicate easements to the TOWNSHIP and/or the responsible governmental authority to allow for ingress, egress maintenance, repair and improvements of the public sanitary and public water systems.

8.3 MDR OWNER shall construct and pay the cost of the infrastructure required by the TOWNSHIP and the TOWNSHIP's consulting engineers to connect the MDR PROPERTY to the public sanitary system and the public water system.

8.4 The TOWNSHIP has water supply capacity and sewage disposal capacity to provide public sanitary and public water to the MDR PROPERTY. The cost of water supply and sewage disposal to be paid by MDR OWNER will be:

- a. Forty Four Thousand One Hundred Sixty and No/100 (\$44,160.00) Dollars due upon issuance of the grading permit;

- b. Sixteen Thousand and No/100 (\$16,000.00) Dollars for sewer payable upon issuance of each land use permit for the construction of each building; and
- c. Twelve Thousand Eight Hundred and No/100 (\$12,800.00) Dollars for water payable upon issuance of each land use permit for the construction of each building.

The MDR OWNER and the TOWNSHIP agree that the costs imposed upon the MDR OWNER by the TOWNSHIP represents the amount due the TOWNSHIP for the acreage assessment at 38.48 acres of developable land (excluding the Nature Preserve), 150 front feet (the front footage assessment for sewer) and 192 attached condominium units.

- 8.5 Upon completion of construction of the above infrastructure and approval by the TOWNSHIP, the MDR OWNER shall convey the infrastructure components (the sewer, water mains and their appurtenant components) to the TOWNSHIP and thereafter the TOWNSHIP shall be responsible for maintenance, repair and replacement of the same. The MDR OWNER and its successors and assigns shall be responsible for the maintenance repair and replacement of:
  - a. The water supply leads extending from the curb stops to the buildings; and
  - b. The sanitary sewer leads from the main to the buildings.

LIC PROPERTY

- 8.6 Public sanitary sewer and public water are provided to the development by the TOWNSHIP and/or the responsible governmental authority.
- 8.7 LIC OWNER shall provide and dedicate easements to the TOWNSHIP and/or the responsible governmental authority to allow for ingress, egress maintenance, repair and improvements of the public sanitary and public water systems.
- 8.8 LIC OWNER shall construct and pay the cost of the infrastructure required by the TOWNSHIP and the TOWNSHIP's consulting engineers to connect the LIC PROPERTY to the public sanitary system and the public water system.
- 8.9 Upon completion of construction of the above infrastructure and approval by the TOWNSHIP, the LIC OWNER shall convey the infrastructure components (the sewer, water mains and their appurtenant components) to the TOWNSHIP and thereafter the TOWNSHIP shall be responsible for maintenance, repair and replacement of the same. The LIC OWNER and its successors and assigns shall be responsible for the maintenance repair and replacement of:
  - a. The water supply leads extending from the LIC PROPERTY line to the individual parcels; and
  - b. The sanitary sewer leads from the LIC PROPERTY line to the individual parcels.

ARTICLE IX.

NATURE PRESERVE - MDR PROPERTY ONLY

- 9.1 The PUD Plan, as amended incorporates a Nature Preserve of open and undeveloped land which is legally described as follows:

Part of the Southeast ¼ of Section 4, T2N-R5E, Genoa TOWNSHIP, Livingston County, Michigan, more particularly described as follows: Commencing at the South ¼ corner of said Section 4; thence along the North-South ¼ line of said Section 4, N 01°50'51" E, 1936.02 feet to the Point of Beginning of the parcel to be described; thence continuing along said North-South ¼ line, N 01°50'51" E, 954.63 feet to the center of said Section 4; thence along said East-West ¼ line as previously surveyed and monumented S 87°40'06" E, 1300.46 feet; thence S 01°53'15" W, 482.55 feet (previously recorded as South 492.5 feet) to a found iron pipe; thence along a previously surveyed and monumented line, S 88°06'46" W, 683.63 feet (previously recorded as S 86° W, 686 feet); thence S 01°26'28" W, 400.04 feet to a found iron rod; thence S 01°17'41" W, 132.62 feet; thence N 88°42'19" W, 144.66 feet; thence N 50°36'28" W, 244.39 feet; thence S 85°31'06" W, 285.32 feet to the Point of Beginning, containing 21.95 acres, more or less.

- 9.2 The restrictions imposed by the **MDR OWNER** on the open space and Nature Preserve shall be set forth within the Covenants, Conditions and Restrictions recorded with the Livingston County Register of Deeds and shall provide the following restrictions on rights and usage (i) there are no riparian rights from the Nature Preserve (or from any other point within the development) to Lake Chemung; (ii) no motor vehicles, off-road vehicles, snowmobiles, mini bikes, motorcycles, all terrain vehicles, canoes, watercraft, or floatation devises are permitted access to any wetland area within the Nature Preserve; (iii) recreational use shall be semi-passive activities such as walking, bird watching, but no overnight camping shall be permitted; and (iv) any and all changes and/or improvements to the Nature Preserve shall require prior approval of the **TOWNSHIP**.
- 9.3 Notwithstanding the open space requirement and the restriction on development within the Nature Preserve, **MDR OWNER** shall construct in compliance with the requirements and regulations of the Livingston County Drain Commission, a storm water detention pond within the Nature Preserve as depicted upon the PUD Plan.
- 9.4 In the event that the **TOWNSHIP** accepts **MDR OWNER's** conveyance of the Nature Preserve, such conveyance is conditioned upon the prior approval by the **TOWNSHIP** of the condition of the title to the Nature Preserve, the recorded use restrictions, preservation and maintenance requirements for the Nature Preserve, and a non-exclusive access easement granted by the **MDR OWNER** over, upon and across the most direct established internal road or roads within the development, by the most direct route from the southerly most boundary of the Property northerly to the Nature Preserve.
- 9.5 The **TOWNSHIP** and **MDR OWNER** agree that the **MDR OWNER** will escrow with Metropolitan Title Company, Howell, Michigan, a warranty deed conveying legal title to the Nature Preserve to the **TOWNSHIP** and the non-exclusive access easement to the Nature Preserve. The escrowed warranty deed and non-exclusive access easement shall be released to the **TOWNSHIP** upon the **TOWNSHIP's** acceptance of the Nature Preserve conveyance, but in no event shall the release occur earlier than either: (i) the completion of the build out of the 192 condominium units by **MDR OWNER**; or (ii) sixty (60) months from the date of this Agreement.
- 9.6 In the event that the **TOWNSHIP** does not accept the conveyance from the **MDR OWNER** of the Nature Preserve, **MDR OWNER** reserves the right to convey the Nature Preserve in fee title or as a conservation easement to an established land conservancy which conservancy maintains as an organizational purpose the acquisition, maintenance and protection of nature sanctuaries, and/or preserves natural areas, and/or the preservation of Michigan flora and fauna.

**ARTICLE X.**  
**MISCELLANEOUS**

- 10.1 The **MDR OWNER**, the **LIC OWNER** and the **TOWNSHIP**, upon mutual agreement, shall be entitled to modify, replace or amend this Agreement without the consent of any other person or entity, regardless of whether such person or entity now or hereafter has any interest in any part of the **MDR PROPERTY** or **LIC PROPERTY**, including co-owners, tenants of co-owners, mortgagees, land conservancies, or others.
- 10.2 In the event of any direct conflict between the terms and provisions of this Agreement (including the attached PUD Plan, as amended) and the provisions of the Zoning Ordinance, or other township ordinances, rules or regulations, the provisions of this Agreement shall control.
- 10.3 The undersigned parties acknowledge that the conditions imposed are reasonable conditions necessary to ensure that public services and facilities affected by the land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, to protect the natural environment and conserve natural resources and energy, to ensure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner.

APPROVED by MDR OWNER on this 17<sup>th</sup> day of January, 2003.

WITNESSES:

MDR OWNER:

ADLER ENTERPRISES COMPANY, L.L.C.

[Signature]  
Kenneth E. Burchfield

By: [Signature]  
Tom Adler, Member

[Signature]  
Lofi Anne Stankiewicz

On this 17<sup>th</sup> day of January, 2003, before me, a notary public in and for Livingston County, personally appeared Adler Enterprises Company, L.L.C. by Tom Adler, Member, known to be the person(s) described in and who executed the Amended Summerfield Pointe Planned Unit Development Agreement, set forth above, and who acknowledged the same to be of his free act and deed.

[Signature]  
Kenneth E. Burchfield, Notary Public  
Livingston County, Michigan  
My Commission Expires: 01/10/06

APPROVED BY LIC OWNER on this 31<sup>st</sup> day of January, 2003

WITNESSES:

LIC OWNER:

[Signature]  
Lofi Anne Stankiewicz

By: [Signature]  
Gareld K. Heximer

[Signature]  
Kenneth E. Burchfield

By: [Signature]  
Jeanette K. Heximer

On this 31<sup>st</sup> day of January, 2003, before me, a notary public in and for Livingston County, personally appeared GARELD K. HEXIMER and JEANETTE K. HEXIMER, known to be the persons described in and who executed the Amended Summerfield Pointe Planned Unit Development Agreement, set forth above, and who acknowledged the same to be of his free act and deed.

[Signature]  
Kenneth E. Burchfield, Notary Public  
Livingston County, Michigan  
My Commission Expires: 01/10/06

APPROVED BY THE TOWNSHIP BOARD FOR THE TOWNSHIP OF GENOA on the 21<sup>st</sup> day of February, 2003, at a meeting duly called and held.

WITNESSES:

TOWNSHIP OF GENOA:


[Signature]  
Michael Archinal

By: [Signature]  
Gary McCririe, Supervisor

[Signature]  
Lillian E. Tubbs

By: [Signature]  
Paulette A. Skolarus, Clerk

On this 21<sup>st</sup> day of February, 2003 before me, a notary public in and for Livingston County, personally appeared **GARY MCCRIRIE** and **PAULETTE A. SKOLARUS** to me known to be the Supervisor and Clerk, respectively, who were duly authorized by the Genoa Township Board to sign this Amended Summerfield Pointe Planned Unit Development Agreement on behalf of Genoa Township and who acknowledged the same to be their free act and deed.

  
\_\_\_\_\_  
Notary Public  
Livingston County, Michigan  
My Commission Expires: 10-4-05

*Instrument Prepared and Drafted by:*  
*Kenneth E. Burchfield, Attorney at Law*  
*Burchfield, Park & Pollesch, P.C.*  
*225 E Grand River, Suite 203*  
*Brighton, MI 48116 (810) 227-3100*

RECORDED

#10

2003 FEB 18 P 4:41

NANCY HAVILAND  
REGISTER OF DEEDS  
LIVINGSTON COUNTY, MI.  
48843

9/2

GRANT OF STORM WATER DRAINAGE EASEMENT

THIS GRANT OF STORM WATER DRAINAGE EASEMENT ("Easement") is made this 13<sup>th</sup> day of February, 2003 by GARELD K. HEXIMER and JEANETTE K. HEXIMER, husband and wife, whose address is 3576 Brophy Road, Howell, Michigan 48843 ("Owner") concerning the real property titled to Owner in Genoa Township, Livingston County, Michigan.

RECITALS

WHEREAS, Owner has legal title to the real property located within the Northeast 1/4 of Section 9, Genoa Township, Livingston County, Michigan, which is legally described below and will hereafter be referred to as the "Burdened Parcel":

Part of the Northeast 1/4 of Section 9, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Beginning at the North 1/4 Corner of said Section 9; thence along the North Line of said Section 4, S 89°43'06" E, 621.16 feet (previously described as S 89°06'45" E, 660.80 feet); thence along the centerline of Lawson Road (66 foot wide Right of Way), S 02°10'22" E (previously described as S 01°36' E), 506.63 feet; thence continuing along said centerline, southerly on an arc right, having a length of 178.58 feet, a radius of 1026.63 feet, a central angle of 09°58'00", and a long chord which bears S 02°48'38" W, 178.36 feet (previously described as S 03°23' W, 178.37 feet); thence N 89°55'37" W, 78.37 feet (previously described as N 89°06'45" W, 78.16 feet); thence N 68°02'22" W, 610.87 feet (previously described as N 67°30' E, 612.00 feet); thence along the North-South 1/4 line of said Section 9, N 01°39'41" E (previously described as N 02°24' E), 459.11 feet, to the POINT OF BEGINNING, containing 8.62 acres, more or less, and subject to the rights of the public over the existing Lawson Road. Also subject to any other easements or restrictions of record.

Bearings were established from a previous survey by Boss Engineering as recorded in Liber 2747, Page 0238, Livingston County Records.

WHEREAS, the TOWNSHIP OF GENOA ("TOWNSHIP") which address is 2911 Dorr Road, Brighton, Michigan 48116, has required Owner as a condition of the approved land division pursuant to the Amended and Restated Summerfield Pointe Planned Unit Development Agreement to create and reserve a private easement for storm water drainage upon and across the Burdened Parcel; and




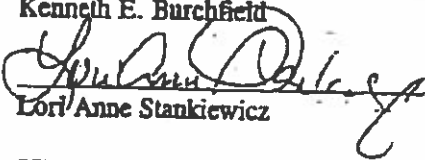
WHEREAS, the Owner agrees that the private storm water drainage easement granted herein shall run with the land and shall be maintained by Owner, and Owner's successor in title, in perpetuity, unless terminated or modified by the TOWNSHIP or its successor in interest.


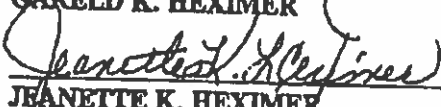
NOW, THEREFORE, Owner agrees and provides as follows:

1. Owner grants a private easement for storm water drainage upon and across the Burdened Parcel and upon and across the Burdened Parcel as subdivided pursuant to the Amended and Restated Summerfield Pointe Planned Unit Development Agreement.
2. The natural land features of the private easement for storm water drainage upon and across the Burdened Parcel shall not be altered or graded in any way that would prevent or impede the drainage of storm water from flowing in an essentially southerly direction.
3. The Owner and the successors in title to Owner of the Burdened Parcel shall enforce and maintain the private easement for storm water drainage in perpetuity, unless altered or modified by the express written consent of the Owner or their successors in title and the TOWNSHIP or its successors in interest.

IN WITNESS WHEREOF, this Grant of Storm Water Drainage Easement is executed on the date first above written.


In the presence of:

  
 \_\_\_\_\_  
 Kenneth E. Burchfield  
  
 \_\_\_\_\_  
 Lori Anne Stankiewicz

"OWNERS"  
  
 \_\_\_\_\_  
 GARELD K. HEXIMER  
  
 \_\_\_\_\_  
 JEANETTE K. HEXIMER

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of February, 2003 by GARELD K. HEXIMER and JEANETTE K. HEXIMER, husband and wife.

  
 \_\_\_\_\_  
 Kenneth E. Burchfield, Notary Public  
 Livingston County, Michigan  
 My Commission Expires: 01/10/06

Drafted by and Return to:  
Kenneth E. Burchfield (P23312)  
Attorney at Law  
Burchfield, Park & Pollesch, P.C.  
225 E. Grand River, Suite 203  
Brighton, Michigan 48116  
(810) 227-3100

## MEMORANDUM

TO: Township Board

FROM: Michael Archinal 

DATE: 10/3/2019

RE: Grand River Sidewalk Phase VII

Attached you will find a proposal from Tetra Tech for additional design and construction phase services related to Phase VII of the Grand River sidewalk project. Genoa Township was awarded a \$201,000 grant for this phase. To comply with grant requirements the scope of design and inspection is significantly larger. For example full-time inspection will be required.

Please consider the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve a proposal from Tetra Tech for Grand River Sidewalk Phase VII design and construction inspection services in the amount of \$76,400.**



September 13, 2019

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

**Re: 2019 Sidewalk Installation  
Additional Design Phase Services and Construction Phase Services  
Scope of Work**

Dear Mr. Archinal:

The Township recently met with the Livingston County Road Commission (LCRC) to discuss the process for implementing the current sidewalk design into the MDOT/SEMCOG Grant program for construction. The Township was notified that you qualify for a grant for the construction of the last segment of the Grand River sidewalk, that being the portion from Hughes Road to Wildwood Drive. Approximately 5,000 linear feet of sidewalk is planned for construction. Plans have been prepared and submitted to SEMCOG as part of the grant application. In our meeting with the LCRC we learned that there will need to be some changes to the plans and project specifications prepared in order to have the project administered through the MDOT Local Agency program. MDOT is the grant administrator for the SEMCOG program.

The MDOT Local Agency process involves several steps which require more time than a typical Township project. Initially, the plans will need to be revised to indicate the LCRC as the owner of the project with Genoa facilitating the work. This will require the plan sheets to be revised to LCRC format, and special provisions must be included for the individual bid items. The revised plans and special provisions are then submitted to MDOT for their review and scheduling of a Grade Inspection meeting. All the stakeholders will be present at the meeting to receive and respond to MDOT reviewer comments on the documents. Provided that the reviewer comments are successfully responded to, a Program Application must be prepared inclusive of historical, environmental, and maintenance of traffic studies. Our scope of services will include the preparation of these studies on the Township's behalf. The studies and revised plans will then be presented to the LCRC for submittal to MDOT for bidding and funding of the improvements. The bidding is anticipated to be in the spring of 2020.

For the final design and program application preparation we propose the following scope of services:

**Final Design Revisions**

- Revise drawings to LCRC standards.
- Prepare special provisions for individual bid items.
- Attend the GI meeting and assist in the responses to MDOT review comments.
- Make necessary revisions to the plans and special provisions to address reviewing agency comments.

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

- Assist the Township and LCRC in the preparation of the program application for the grant funding. This task includes the preparation of the SHPO, NEPA and MOT studies to be included in the program application.
- Prepare a final cost opinion for the proposed improvements in MDOT format for Local Agency Funding program.
- Submit the plans to the LCRC for their use in finalizing the Program Application and submittal to MDOT for bidding.

The construction phase of the project will also require changes from a typical sidewalk project in the Township. MDOT will administer the construction, and as such requires full-time inspection and full materials testing to be in compliance with their process for grant funding. This will require a full-time inspector plus a materials testing technician to be on site while the contractor is performing work. On past sidewalk projects we have performed spot inspections and relied upon the contractor to perform the work in accordance with the plans and Township design standards. Our proposed scope for the construction phase services is presented below.

### Construction Phase Services

- Arrange and attend a preconstruction meeting with the contractor, LCRC, MDOT, and Township to review the work and project details.
- Provide survey layout of the proposed walk inclusive of staking the centerline of the route at 50-foot increments, and then staking the northerly right-of-way of Grand River at approximately 100-foot increments. Grades for the sidewalk will be provided on the stakes for the contractor's use in installing the walk.
- Provide a Resident Project Representative to observe the work of the contractor. RPR services will be full-time while the contractor is performing work. An average of 10 hours per day for a projected 4-week construction period is assumed in this proposal.
- Engage a subconsultant to perform concrete field testing consisting of slump tests, air entrainment tests, and cylinder preparation for each concrete pour. It is assumed the sidewalk will be completed in 16 events.
- Prepare inspector daily reports using Field Book and pay certificates for monthly invoices from contractor.
- Perform a final inspection of the completed work and note any deficiencies that need to be addressed by the contractor prior to final payment.
- Prepare conforming to construction record drawings.
- Assist the LCRC and Township in the final MDOT program audit of the project

### SCHEDULE

It is anticipated that the construction will commence in May 2020 and be completed in two months.

### COMPENSATION

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

Final Design Phase	
Plan revisions/GI	\$8,900
Program Application Studies	\$13,000

Mr. Michael Archinal  
2019 Sidewalk Installation  
Additional Design and Construction Phase Services  
September 13, 2019  
Page 3

<b>Construction Phase</b>	
Full Time RPR	\$23,000
Staking	\$6,500
Testing	\$8,000
Office Support/Project Audit and closeout	\$17,000
Total	\$76,400

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

We appreciate the opportunity to assist Genoa Township with the administration of the SEMCOG grant and construction of the final phase of the Grand River Sidewalk program.

Please call if you have any questions.

Sincerely,



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

**PROPOSAL ACCEPTED BY GENOA TOWNSHIP:**

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

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

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

Attachments: Tetra Tech Standard Terms and Conditions



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# **Board Correspondence**





GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
LANSING

ORLENE HAWKS  
DIRECTOR

Thursday, September 19, 2019

Wings One LLC  
C/O Roger G. Isaac, Attorney  
[rgilaw@sbcglobal.net](mailto:rgilaw@sbcglobal.net)

**RID #** RQ-1908-13798      **Reference/Transaction:** Transfer ownership and location of escrowed Class C and SDM Licenses; New Sunday Sales (AM & PM) Permit and New Dance-Entertainment Permit

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

**Applicant/Licensee:** Wings One LLC

**Business address and phone number:** 4108-4120 E Grand River Ave, Howell, MI 48843

**Home address and phone number of partner(s)/subordinates:**

Todd L. Kirby, 8251 Thorn Hill Dr, Howell, MI 48843, C: 248-770-4107

James L. Luce, 3480 Oak Knoll Dr, Brighton, MI 48114, C: 810-623-5907

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

**Southfield District Office (313) 456-1170**

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION  
Retail Licensing Division  
(866) 813-0011

SR

MICHIGAN LIQUOR CONTROL COMMISSION  
PAT GAGLIARDI, CHAIRMAN  
525 W. Allegan St. • P.O. BOX 30005 • LANSING, MICHIGAN 48909  
[www.michigan.gov/lcc](http://www.michigan.gov/lcc) • 866-813-0011



42ND DISTRICT  
STATE CAPITOL  
P.O. BOX 30014  
LANSING, MI 48909-7514

MICHIGAN HOUSE OF REPRESENTATIVES

PHONE: (517) 373-1784  
FAX: (517) 373-8957  
AnnBollin@house.mi.gov

**ANN M. BOLLIN**  
STATE REPRESENTATIVE

September 12, 2019

Polly Skolarus  
Clerk  
Genoa Charter Township  
2911 Dorr Rd  
Brighton, MI 48116

Dear Polly Skolarus,

I wanted to reach out to you in response to a letter you may have received from Gov. Gretchen Whitmer about Michigan's ongoing budget process. As legislators, it is our constitutional duty to help deliver a state budget by Oct. 1 of every year. The House approved our budget plan in June. I, along with my colleagues on the House Appropriations Committee, have been working tirelessly during negotiations throughout the summer – to carry out that responsibility. I will continue to work hard to ensure we meet our obligations and avoid measures that hold local government agencies and the people of Michigan hostage for political gains.

The governor has been presented with several options by the Legislature in response to her initial budget recommendation for a 45-cent per gallon gas tax increase. Residents throughout Livingston County have voiced their uneasiness about such a proposal – stating they cannot afford it, it will hamper the economy, and tasking us with formulating alternate solutions. Our legislative body works for the people we represent, not the governor.

But the governor has desperately clung to this tax plan – a plan that has been called “extreme” even by her own party's leader in the Michigan House – while spurning legitimate proposals that put more money toward roads without taking it from schools or the pockets of hard-working residents. The House-approved budget proposal invests \$226 million for foundation grant increases in the K-12 budget. Every school district Livingston County would receive an additional \$180 per student for a total foundation allowance of \$8,529 per student.

The governor's per-gallon gas tax increase would give Michigan the dubious distinction of having the highest gas tax in the country, as prices to fill up a tank would balloon by \$6 to \$10. While loaded with finger pointing, at no point in the eight-paragraph letter circulated by the governor's office is the proposed tax increase to be paid by you, me, and our fellow community members even mentioned.

The revenue raised through such a tax would indeed be a large number, but it would produce minimal results. The impact on those with long work commutes, people living paycheck to paycheck and the businesses providing the paychecks would also be immense. It's not practical policy. It is not responsible. It's a reckless tax-and-spend measure that would send the state into economic disarray.

It is important to reach a sensible agreement in the coming weeks due to the ramifications of a potential government shutdown. Schools rely on the funding provided in annual budgets. Local governments set their own budgets based on what is hammered out at the state level. Their ability to operate efficiently and provide essential services we all rely on would be hampered.

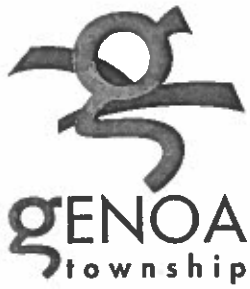
To press the 'pause' button on these crucial budget components over a singular issue is dangerous and not in the best interest of our state. The governor eagerly talks about preparing for a shutdown as if it is a weapon to wield, while our Legislature works to prevent it from happening. I will do everything I can to work toward a remedy that is best suited to what Michigan families can afford.

I would welcome any questions or concerns you may have. Please feel free to contact me at (517) 373-1784.

Sincerely,



Ann M. Bollin  
State Representative  
House District 42  
(517) 373-1784



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

September 20, 2019

Ann Bollin, State Representative  
42<sup>nd</sup> District State Capitol  
P.O. Box 30014  
Lansing, MI 48909-7514

Dear Ann,

Thank you for your letter of Sept. 12, 2019 regarding Michigan's budget process. I understand that Gov. Whitmer has put forth a proposal to fix Michigan roads at \$.45 per gallon. Michigan roads desperately need fixing and someone has to fund or pay for their construction and maintenance. That cost should be borne by those who use the roads.

Your letter stated that the Governor was presented with several options; however, those options are not included in your correspondence. The legislature introduced a school increase of \$180.00 per student but didn't mention a budget increase for road maintenance or construction. A \$.45 tax increase would raise the price of gas to \$2.95 today (I just filled my tank for \$2.49 per gallon).

Our Michigan roads desperately need fixing and our representatives in Lansing have failed to address these concerns for many years. No one wants to pay additional property taxes or gas taxes. No one wants to vote for a tax increase; but to keep our State economy going something needs to be done. If my driveway at home needs repair I will pay to fix it. Either the money should come from somewhere in our State budget or an increase to the gas tax.

Since your correspondence asked for a response, I do have additional questions because the State budget is a little overwhelming.

- What were those options from the State Legislature in response to Governor Whitmore's request?
- Was there any compromise on the tax increase (perhaps a \$.10 tax increase per year for the next four years)?

**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

- Within today's State budget, is all of the revenue from the existing gas tax designated for road construction and road maintenance?

Certainly we all need to work together to solve this and many other problems in Michigan. We both want to protect our constituency but sometimes there is a cost to pay to keep our State on the right track. The repair and construction of roads is high on my list of priorities, but only second to Climate Change and the work needed in Lansing to protect our natural resources, clean air and clean water.

Sincerely,

Paulette A. Skolarus, Clerk  
Genoa Charter Township

CC: Governor Gretchen Whitmer  
Genoa Charter Township Board

To Board 10/07/19



September 6, 2019



T2 P1 403 \*\*\*\*\*AUTO\*\*MIXED AADC 480  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116-9436

Re: Charter Communications - Upcoming Changes

Dear Franchise Official:

At Charter, locally known as Spectrum, we continue to enhance our services in order to offer more entertainment and communication choices, and to deliver the best value to our customers. We are committed to offering our customers with products and services we are sure they will enjoy.

Programming fees charged by TV networks we carry are the greatest single factor in higher cable prices, and continue to rise. Despite our best efforts to control these costs, this has resulted in a change in the rates we charge our customers.

Effective on or after September 6, 2019, customers are being noticed via bill message of the following monthly pricing changes, which will take effect on or after October 6, 2019. Customer promotional rates will not change until the end of the promotion period.

Services/Products/Equipment	Pricing Adjustment
Broadcast TV Surcharge	Will increase by \$1.51. This reflects the costs incurred from local Broadcast TV Stations
Spectrum Receiver	Will increase by \$0.49 per receiver
Digital Adapter	Will increase by \$2.00 per adapter
Spectrum TV Select	Will increase by \$7.50
Spectrum TV Silver	Will increase by \$7.50
Spectrum TV Gold	Will increase by \$7.50

If you have any questions about this change, please feel free to contact me at (810) 652-1422.

Sincerely,

*Karen Coronado*

Karen Coronado  
Manager, Charter State Government Affairs, Michigan  
Charter Communications



September 13, 2019

T2 P1388 \*\*\*\*\*AUTO\*\*MIXED AADC 480

Genoa Township  
2911 Dorr Road  
Brighton, MI 48116-9436



Re: Charter Communications - Upcoming Changes

Dear Franchise Official:

Charter Communications, locally known as Spectrum, is making the following changes to our channel lineup for customers in Genoa Township:

**New channel addition: ACC Network - The Atlantic Coast Conference.** With 40 football games, 150 men's and women's basketball games and 250 Olympic sports events, ACC Network is a new place for sports on SPP Tier 1 channel 239.

**Fox College Sports:** Effective 10/15/19, Fox College Sports on Digi Tier 2/Spectrum TV Gold & Sports View channels 213, 214, & 215 will no longer be available.

**Disney Family Movies OnDemand:** Effective 10/31/2019, Disney Family Movies Video On Demand service on channel 999 will be discontinued by the network.

**ESPN Classic:** Effective 10/31/2019, ESPN Classic on Digi Tier 2/Spectrum TV Gold & Sports View channel 208 will no longer be available.

Spectrum customers in your community are already receiving information regarding these changes. To view a current Spectrum channel lineup visit [www.spectrum.com/channels](http://www.spectrum.com/channels). We remain committed to providing an excellent experience for our customers, in your community and in each of the communities we serve.

Should you have any questions about these changes, please feel free to contact me at (810) 652-1422.

Sincerely,

*Karen Coronado*

Karen Coronado  
Manager, Charter State Government Affairs, Michigan

To Board 10/09/19



September 18, 2019

Ms. Polly Skolarus, Clerk  
Township of Genoa  
2911 Dorr Rd.  
Brighton, MI 48116

Dear Ms. Skolarus:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note that effective on or about October 23, 2019, WKAR PBS channel 10 will no longer be available on this channel lineup. PBS programming can still be found on channels 6, 240, & 1056.

Please feel free to contact me at 734-254-1557 if you have any questions.

Sincerely,

Kyle W. Mazurek  
Manager of External Affairs  
Comcast, Heartland Region  
41112 Concept Drive  
Plymouth, MI 48170

GENOA TOWNSHIP

SEP 20 2019

RECEIVED



To Board 10/07/19

Cromaine District Library  
Regular Board Meeting  
Thursday, August 15, 2019

APPROVED

Trustees Present: DeRosier, Lewis, Naylor, Oemke, Sargent, Thompson

Trustees Absent: Cafmeyer

Staff Present: Marta-Kate Jackson, Ceci Marlow, Barbara Rentola

Public Present: Dan Bradbury, Jobeth Bradbury, Donna Bullock, Brian Elkins, Mike Kruzman (WHMI), Mary Lynn Thomson (Friends of Cromaine)

I. President Lewis called the meeting to order at 7:00 p.m. in the Conference Room of the Hartland Township Hall.

II. **Approval of agenda**

Agenda Approval

Treasurer Sargent requested that the Finance Committee minutes be pulled from the Consent Agenda and added as Discussion Item C. and as Decision Item A. Vice President DeRosier moved to approve the agenda as amended, seconded by Trustee Naylor. Passed unanimously.

III. **Approval of Consent Agenda**

Consent Calendar Approval

Trustee Oemke moved to approve the consent agenda, seconded by Treasurer Sargent. Passed unanimously.

- A. Approval of regular meeting minutes, 7/25/2019
- B. Acknowledge receipt of the July Financial Reports and payment of July invoices totaling \$107,108.50 and payroll obligations totaling \$88,137.58.
- C. Director's Report
- D. Committee Reports
  - Community Relations August 8 (distributed at the meeting)
  - Personnel August 15 (distributed at the meeting)
  - Planning August 14 (distributed at the meeting)
  - Finance August 12 (distributed at the meeting)

IV. **Call to the Public:**

Call to the Public

Brian Elkins introduced himself and volunteered to help with the Director Search Committee. He is a resident and a librarian for Oakland Community College and a substitute librarian for Milford Township Library. Mary Lynn Thomson, Secretary of the Friends of Cromaine and resident, volunteered to help with the Director Search Committee as well. President Lewis thanked them for their interest and for volunteering.

V. **Director's Report – Update and Comments from the Community**

Director's Update

The Director's printed report was updated verbally with the following:

The Heartland Foundation decided to use some of its fund balance to give \$500 to each of the next four Hartland SOUP winners. The Foundation once had sufficient proceeds from the holdings to accept and award grants from the community, but it has been several years since that has been possible. Because

SOUP is doing a terrific job at bettering the community through its work, the Foundation believes that announcing a promise of \$500 in advance of each SOUP will spur more proposals to be sent. The Hartland Area Community Council is also reviewing a way to regularly support SOUP going forward. Both organizations see the value in having the community identify needs, initiate worthy projects, and choose which projects to fund as a community initiative. As discussed at the Foundation meeting, this is definitely in keeping with the purpose and intent of the Hartland Area Project and its founder, J. Robert Crouse.

On August 3 in the morning, fortunately before the Summer Reading Finale, a piece of the fascia and trim on the west side of the garden entrance on the 1927 part of the building, fell to the ground. It was about two feet long and had dry rotted off. We've known that there would be some wood replacement needed. We expect that the ceramic paint will prevent that for the next couple of decades. No one was hurt in this incident, but it shows how important continual maintenance is in public buildings.

The carpet laying portion of the project was completed ahead of schedule, in part because the Director was able to stay for the carpet layers extended daily schedule (working until 11 pm or later). The painters are also working longer schedules than their norm, again to ensure completion on time.

August 16 the annual fire system test will be conducted. The Hartland Deerfield Fire Authority has agreed, again, to "top off" our fire retention tank on the southeast of the building, again at no cost. The loss is minimal, but must be replaced for the system to be fully operational and ready to meet need.

The movers completed the return of shelving to its new and prior locations. The space plan is much more open, particularly on the second floor Youth Room. The painters are touching up and have one more restroom to paint. They are expected to be completed on time, if not early. The parking lot lighting, added south lawn electrical, and added lighting in the adult collection area has been completed. The exterior paint project began at last with power washing of the Library building today. The Music Hall was power washed yesterday. The front door concrete replacement is due to be completed Monday, August 19. Overall, the project is on time, if not a little early, and under budget still.

#### **Update from Marta-Kate Jackson, Youth & Teen Manager**

Marta-Kate Jackson, Youth & Teen Services Manager, gave an excellent recap of summer reading events, statistics, and, thanks to the Friends of Cromaine, great prizes. The power point will be shared on social media shortly.

## **VII. Discussion**

### **A. Strategic Plan 2018-2022**

Trustee Oemke said it is great to see "Accomplished and on-going."

### **B. Director Search**

Bradbury Miller gave an outline of the search process. First, a thank you for engaging the firm in this search. Both explained their experience in the library

Strategic Plan  
2018-2022

field and in executive recruitment. The firm completes 18 to 20 searches per year, mostly for public libraries. Jobeth has family in the Detroit area, and they have done several searches in Michigan.

The calendar for the search was reviewed with the Search/Personnel Committee earlier today and set. The calendar will go to the staff as adopted. The firm met with the library's managers at 3 pm today and will meet with the Director Friday at 10 am and with the staff at 11 am. The firm thanked the trustees (and staff) for completing their surveys.

The first draft of the announcement will go to the Search Committee by August 19. The launch of the announcement/advertisement will be August 23. The posting will close October 20. Initially, it is sent to 350 to 400 colleagues, selected based on the size and location of the library. They expect to get 20 to 25 qualified candidates, 60 to 75% of whom are likely to be from the region. Each candidate provides a cover letter, resume, answers a questionnaire, has a phone conversation with one of the firm's team, is subject to an electronic search. Once the posting closes, all of these documents are uploaded for review by the Search Committee - a total of 75 or more documents. Bradbury Miller prepares a spreadsheet based on the library's qualifications so that it is easy to compare.

Director search

October 30 the Search Committee and Karen Miller will meet via Skype to choose the semifinalists. November 6 and 7, the Search Committee will meet with the Bradbury Miller team on site to interview the 7 to 8 semifinalists by Skype. Skype is used (or Zoom or some other online, web-based meeting software) because asking a semifinalist to come for a one-hour interview is a lot at this point. Even internal candidates, if any, are interviewed by Skype. Trustee Naylor asked if in the pre-screening the recruitment firm talks to each candidate. The list of candidates is divided among the recruitment team members but each one receives a phone conversation. The list of candidates that is provided to the Search Committee includes all of the candidates, including the ones that are not qualified as well as those who are, in the event, someone on the street says "so and so applied."

November 20 the full Library Board of Trustees meets with Bradbury Miller and the finalists to have on-site interviews. This is at the end of a day where the finalists will go through a round robin of meetings with managers, meetings with staff, meetings with the community and partner stakeholders, plus a tour of the building and a tour of the community. At these meetings, as much as the candidates are "selling" themselves, the managers and staff are also selling themselves and Cromaine. At each of these meetings, a simple electronic feedback survey is given to participants. That feedback is summarized by the Bradbury Miller team who is not on-site. After the Board conducts the final interviews and has a first round of selection discussion, the feedback is shared to help narrow the selection even more. Bradbury Miller prepares draft questions, but the board will make them their own. Treasurer Sargent clarified that when made their own, they still must be the same for each candidate. Bradbury Miller agreed.

Bradbury Miller will make the offer, contingent on a successful background check. If the offer is accepted, the background check is conducted and may take 3 to 5 days to complete. No announcement is made until after a successful background check. Bradbury Miller conducts the negotiations with an expectation that they will be completed by December 1, and a start date determined. Because candidates are likely to need to give notice and may need time to relocate, it is expected that the start date will be in January.

This can be a sad time with a lot of anxiety. Bradbury Miller will do regular updates about every 10 days. These are to be shared with the trustees and with the staff. The Director asked if they can also be shared with the community on social media, and they agreed this would be effective. Bradbury Miller also stays in touch with the candidates throughout the process.

Bradbury Miller noted that the process is guaranteed: if the selected director leaves within a year, the search is reactivated at no cost. If during the finalist interviews, a candidate drops out and the remaining ones do not have the chemistry with the board that is desired, then the search will be extended.

Trustee Thompson and Vice President DeRosier both commented that this is a good process.

**C. Finance Committee Meeting Minutes**

Audit: Treasurer Sargent explained that to provide continuity over the change in directors and to get the new director further into the work of the library, the Finance Committee recommends that the agreement with the current auditing firm, Maner Costerisan with lead auditor Aaron Stevens be extended through FY 2020-2021. Vice President DeRosier stated this is a very good move.

Finance  
Committee  
Meeting Minutes

Finance  
Committee  
Minutes: Audit

**VIII. Decision**

**A. Motion to Award Audit Services**

Trustee Thompson moved to award the audit services agreement to Maner Costerisan for the fiscal years ending June 30, 2019, 2020, and 2021, seconded by Trustee Oemke. Passed unanimously.

Motion to Award  
Audit Services

**B. Approval of Finance Committee Minutes**

Trustee Naylor moved to approve the 8/12/19 Finance Committee meeting minutes, seconded by Treasurer Sargent. Passed unanimously.

Approval of  
Finance  
Committee  
Minutes

**IX. Information**

Upcoming meeting dates include:

Sept 5	Personnel Committee, 6:30 pm, Director's Office
Sept 9	Community Relations Committee, 11:00 am, Director's Office
Sept 11	Finance Committee, 2:00 pm, Director's Office
Sept 12	Planning Committee, 9:30 am, Director's Office
Sept 19	Board of Trustees meeting, 7:00 pm, Cromaïne Youth Program Room. Trustee Oemke cannot attend.

Upcoming  
Meeting Dates

**X. Agenda Items for Next Meeting**

Items for next meeting

- Strategic Plan 2018-2022
- Director Search
- Bylaws / Mission Statement Review
- Policy Review
- 2010 – Use of Library Services (Community Relations)
- 2020 – Privacy of Library Records (Community Relations)
- 2030 – Public Conduct in the Library (Community Relations)
- 3020 – Internet Use (Community Relations)
- 7002 – Personnel Policy & Employee Handbook (Personnel)
- 7003 – Evaluation of Director and Library Staff (Personnel)
- 7005 – Compensation of Library Employees (Personnel)

**XI. Call to the Public:**

Public Call

Mary Lynn Thomson stated that this process is very interesting.

**XII. Adjournment:**

Adjournment

Motion by Trustee Thompson, seconded by Secretary Sargent 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:

- Revised 8/15/19 Meeting Agenda
- 7/25/19 Proposed Regular Meeting Minutes w/adopted 2019-2020 budgets attached
- Revised July 2019 Financial Reports & Checks Issued Totals
- July 2019 CDL Investment Performance Report
- Director's Report 8/15/19
- CDL Statistics for July 2019 & updated CDL 4-year Circulation Graph
- Comments from the Community July 2019
- Community Relations Committee Meeting Minutes, 8/8/19
- Finance Committee Action/Decision List, 8/12/19
- Personnel Committee Meeting Minutes, 8/15/19
- Planning Committee Meeting Minutes, 8/14/19
- Strategic Plan 2018-2022 Progress Report, 8/15/19
- Some Keys to Reading the Financial Reports as revised
- Revised Approved Search Schedule Timeline for CDL
- *Board & Administrator*, August 2019

GENOA CHARTER TOWNSHIP  
BOARD OF TRUSTEES  
REGULAR MEETING  
JULY 18, 2011

MINUTES

Supervisor McCrie called the regular meeting of the Genoa Charter Township Board to order at 6:30 p.m. The Pledge of Allegiance was then said. The following persons were present constituting a quorum for the transaction of business: Gary McCrie, Paulette Skolarus, Robin Hunt, Steve Wildman, Jim Mortensen, Todd Smith and Jean Ledford. 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 Ledford, supported by Skolarus, to approve all items listed under the consent agenda with the addition of a request for approval of design work for the bike/walk path along Grand River from Nantana Drive to Chilson Road at a cost of \$9,800.00. The motion carried unanimously.

**1. Payment of Bills**

**2. Request to approve minutes: 06-20-11**

**3. Request for approval of an amendment to the Parks and Recreation Budget for fiscal 2011/2012 to allow for the payment of expenses related to lighting and playground equipment.**

**4. Request for approval of an amendment to the Road/Lake Reimbursement Fund for fiscal 2011/2012 to allow for payment of expenses related to aquatic weed control.**

**\* 5. Request for approval of a Utility Department credit card use policy.**

**6. Consider approval of appointments to the Planning Commission and Zoning Board of Appeals.**

**7. Request for approval of design work for the bike/walk path along Grand River from Nantana Drive to Chilson Road at a cost of \$9,800.00.**

**Approval of Regular Agenda:**

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

**8. Request for approval of a proposal from Mannik and Smith for \$3,900.00 to complete a roadway improvement feasibility study for Red Oaks of Chemung.**

Moved by Smith, supported by Hunt, to approve the execution of the proposal from Mannik and Smith for the feasibility study as requested. The motion carried unanimously.

**9. Discussion regarding signage for the Township Hall Park.**

It was the consensus of the board to pursue the installation of signage along I-96 adjacent to the soccer fields.

The regular meeting of the Genoa Township Board was adjourned at 6:55 p.m.

Paulette A. Skolarus  
Genoa Township Clerk

(Press/argus)



# MEMO

**TO:** Honorable Members of the Genoa Charter Township Board  
**FROM:** Greg Tatara, Utility Director  
**DATE:** July 13, 2011  
**RE:** Genoa Charter Township Utility Department Credit Card and Account Policy

**MANAGER REVIEW:** 

.....

For consideration at tonight's Board Meeting is the approval of Utility Department Credit Card and Account Policy. During the recently conducted township financial audit, it was discovered that this policy was lacking. Additionally, signing of the existing Genoa Township policy by Utility Department Employees did not make practical sense as utility personnel utilize fuel cards, store cards, and open accounts. The attached policy was approved by Ken Palka, and covers each area of purchasing ability by utility department staff. Following adoption by the Township Board, each employee will be presented with a copy of this policy and will attest to compliance with this policy.

Based on the above summary, please consider the following motion:

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to adopt the Genoa Charter Township Utility Department Credit Card and Account Policy effective July 19, 2011.



**GENOA CHARTER TOWNSHIP: UTILITY DEPARTMENT  
CREDIT CARD AND ACCOUNT POLICY**

**I. PURPOSE AND SCOPE**

The purpose of this policy is to provide Genoa Charter Township Utility Department employees with the guidelines for use of credit cards and accounts for the purpose of securing parts, supplies, equipment and fuel.

The policy is applicable to all regular full-time, part-time, and temporary employees.

**II. POLICY**

The Township Utility Department maintains a credit card, fleet cards, account cards, and accounts at local businesses to provide staff with an effective means to procure an adequate supply of materials to effectively carry out sewer and water operations and respond to emergency service. Additionally, many of the accounts established provide the ability to purchase supplies and materials tax free, thus reducing operational costs. This policy provides the guidelines for use of these purchasing options to avoid the potential for abuse, theft, or fraud. This policy provides specific guidelines for each type of account available to staff. The Utility Director is responsible for overseeing compliance with this policy. The Utilities Administrator is responsible for collecting receipts for any transactions that are associated with the use of these credit and account cards and validating the transactions against the invoices. Any discrepancies found shall be reported to the Utilities Director immediately.

Questions regarding credit card or account procedures and practices should be directed to the employee's supervisor or the Utility Department Administrators.

**III. ENFORCEMENT**

Failure to comply with any provisions of this policy may result in disciplinary action up to and including removal of credit or account cards, suspension with or without pay, and/or termination of employment.

#### **IV. FUEL CARDS**

Each municipal vehicle shall have a fuel fleet card. These cards shall be restricted to purchase of fuel, oil, vehicle washes, or vehicle maintenance only. Upon purchasing fuel, employees shall initial the purchase and return the receipts monthly to the Township Human Resources Department. If fuel is purchased for equipment use not specific to vehicle, this specific usage shall be indicated on the receipt. Fuel shall only be purchased for specific township vehicles and equipment. Under no circumstance should the fleet cards be used for personal vehicle or equipment use.

#### **V. PRE-PAID DEBIT CARDS**

Supervisors shall be assigned a pre-paid debit card for use in transactions where townships accounts are not present. Examples of applicable uses for these cards include one-time purchases from vendors or suppliers where account establishment is not warranted, shipping of parts and supplies, and emergency purchases. Employees assigned a pre-paid debit card shall retain all receipts totaling the amount on the card. The employee shall indicate on each receipt the system and purpose for each purchase made on the card. Each pre-paid debit card has a maximum spending allowance of \$450. Once the card requires re-loading, the employee shall turn in all receipts for purchases. These cards shall be used only for direct utility department supplies and services for which other means of payment are not available.

#### **VI. BUILDING SUPPLY STORE**

Supervisors and key lead operators shall be assigned a home supply store card for use in purchase of utility department supplies. The township currently utilizes Lowe's for these purchases. Employees assigned a home supply store card shall retain all receipts totaling the amount on the card. The employee shall indicate on each receipt the system and purpose for each purchase made on the card. These cards shall be used only for direct utility department supplies and services for which other means of payment are not available.

An employee who is issued a credit card is responsible for its protection and custody. If a card is lost or stolen, the Utility Director shall be notified as soon as practically possible. The entity issuing the card shall be immediately notified and the card canceled.

## **VII. CREDIT CARD**

The Utility Director shall be issued a card for use in purchase of utility department supplies where another account is not available. An employee who is issued a credit card is responsible for its protection and custody. If a card is lost or stolen, the entity issuing the card shall be immediately notified and the card canceled. The utility director shall indicate on each receipt the system and purpose for each purchase made on the card. These cards shall be used only for direct utility department supplies and services for which other means of payment are not available.

An employee who is issued a credit card is responsible for its protection and custody. If a card is lost or stolen, Human Resources shall be notified as soon as practically possible. The entity issuing the card shall be immediately notified and the card canceled.

## **VIII. OPEN ACCOUNT CREDIT CARDS**

The Township Utility Department maintains revolving account credit cards with various local stores for purposes of purchasing departmental supplies and materials. Examples of such retail stores are, but not limited to, Staples, Wal-Mart and Gordon Food Services. These account cards are kept in a secure location at the Township office. Employees can borrow an account card with permission from the Utility Director or Administrators. Upon establishment of account, an employee roster is provided to the entity. Employees must provide proof of identity, such as a driver's license, upon purchase of supply or material so that the store can verify employment. Employees shall return the account credit card to the Township office after purchase is made.

An employee who borrows a credit card is responsible for its protection and custody. If a card is lost or stolen, the Utility Director shall be notified as soon as practically possible. The entity issuing the card shall be immediately notified and the card cancelled.

## **IX. OPEN VENDOR ACCOUNTS**

The Township Utility Department has established various vendor accounts with local business. The Utility Director maintains a master list of such vendors. An employee who wishes to purchase material or supplies must gain verbal authorization from the employee's supervisor or the Utility Director prior to purchase being made. Upon establishment of account, an

employee roster is provided to the vendor. No credit card is needed to make purchase. Employee shall show proof of identity, however, to purchase any materials or supplies. Employees shall indicate on each receipt the system and purpose for each purchase made to the account and return the receipts to the Utilities Administrator. Transactions that do not appear to comply with this policy shall be reported to the Township Utilities Director and will be investigated immediately.

**X. RETURN OF CARDS**

Employees who use a township issued credit card or vendor account card in a manner contrary to this policy shall be subject to the following disciplinary actions, as deemed appropriate by the Utility Director:

- Verbal warning and counseling
- Written reprimand
- Suspension with or without pay
- Termination of employment
- Reimbursement to the Township for unauthorized expenditures

An employee issued a credit or account card shall return the card to the Township Utilities Director or Human Resources Department upon termination of his or her employment or service with the Township.

**XI. EMPLOYEE SIGNATURE**

I, \_\_\_\_\_, having read this policy, agree to comply with the provisions of Genoa Charter Township Utility Department Credit Card and Account Policy.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Today's Date

(CORRECTED)

**GENOA CHARTER TOWNSHIP  
REGULAR MEETING  
MARCH 2, 2009  
6:30 P.M.**

**MINUTES**

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

A Call to the Public with the following response: Jeff Dhaenens- The tree stumps on Crooked Lake Road look awful. When will this be taken care of? Archinal – The county is waiting until spring to clear the debris.

**Approval of Consent Agenda:**

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

**1. Payment of Bills**

**2. Request to approve minutes: 2-16-09**

**3. Request for approval to purchase soccer goals for the Genoa Charter Township athletic field in the amount of \$6,130.00.**

**Approval of Regular Agenda:**

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

**4. Request for approval of an amendment to the General Fund Budget for fiscal 2008/2009 as previously discussed including: 212 (Liquor Law), 261 (Future Road Improvement), 262 (Fire Construction), 264 (Road Lake Improvement Advances) 270 (Future Parks and Recreation), 271 (Buildings and Grounds) 503 (DPW Utility) and 504 (Reserve Fund DPW).**

Moved by Smith, supported by Skolarus, to approve the amendments for the General Fund Budget as presented with minor changes to insurance and recreation. Draft #4 of the General Fund Budget for fiscal 2009/2010 is available for review on the township website: [www.genoa.org](http://www.genoa.org). The motion carried unanimously.

**GENOA CHARTER TOWNSHIP – Regular Meeting – March 2, 2009**

Moved by Wildman, supported by Smith, to approve the amendment to the Liquor Law Fund as requested. The motion carried unanimously.

Moved by Skolarus, supported by Wildman, to approve the budget amendment for Future Road Improvement as requested. The motion carried unanimously.

Moved by Wildman, supported by Mortensen, to approve the budget amendment for Fire Construction as requested. The motion carried unanimously.

Moved by Mortensen, supported by Ledford, to approve the budget amendment for Future Road Advances as requested. The motion carried unanimously.

Moved by Smith, supported by Wildman, to approve the budget amendment for Future Parks and Recreation as requested. The motion carried unanimously.

Moved by Ledford, supported by Mortensen, to approve the budget amendment for Buildings and Grounds as requested. The motion carried unanimously.

Moved by Mortensen, supported by Skolarus, to approve the budget amendment for DPW Utility as requested. The motion carried unanimously.

Moved by Mortensen, supported by Ledford, to approve a new budget titled Reserve Fund DPW as requested. The motion carried unanimously.

**5. Review of the 2009/10 budgets related to the General Fund.**

All budgets related to the General Fund of the Township as well as DPW accounts will be reviewed and approved at the next regular meeting of the Genoa Charter Township Board. No formal action of the board was taken at this meeting.

**6. Request for approval of a credit card use policy for Genoa Charter Township.**

Moved by Smith, supported by Ledford, to approve the policy as submitted with the understanding that all bills related to the credit card billing will be attached to the payment of bills and that the card will only be used for township purposes. (Note: Only two cards will be held by the township.) The motion carried unanimously.

Archinal advised the board that a restructuring of the Severn Trent contract will reduce its total cost allowing additional funds in the existing budget to consider a deputy director to assist Greg Tatara in his responsibilities. This person will be hired with no legacy costs or defined benefit.

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

Paulette A. Skolarus  
Genoa Township Clerk

(press/argus 03/06-2009)

MEMORANDUM

TO: Township Board  
FROM: Mike Archinal, Manager *MA*  
DATE: 2/26/09  
RE: Credit Card Use Policy

At our last meeting a request was made for a Genoa Township Credit Card. The attached Credit Card Use Policy would be appropriate to govern the use of such a card. The following action would be appropriate:

Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve the Credit Card Use Policy as presented and direct staff to secure a Genoa Township credit card.

**Genoa Charter Township  
Credit Card Use Policy**

At a regular meeting of the Genoa Charter Township Board of Trustees, the following preamble and resolution was offered by \_\_\_\_\_ and was supported by \_\_\_\_\_:

WHEREAS, Public Act 266 of 1995 authorizes a township to be a party to a credit card arrangement if the township board has adopted by resolution a written policy governing the control and use of credit cards, and

WHEREAS, the Genoa Charter Township Board deems that it is in the best interest of the township to make certain township financial transactions by using a credit card as described in the Act, now

THEREFORE BE IT RESOLVED, that the following policy shall govern the use of township credit cards:

(a) The Township Manager is responsible for issuing, accounting for, monitoring, retrieving and generally overseeing compliance with the township's credit card policy.

(b) Township credit cards may be used only by an officer or employee of the township for the purchase of goods or services for the official business of the township.

*(Optional:)* The use of credit card is limited to the following circumstances *(choose as appropriate)*:

- purchase of capital outlays up to \$1000 for travel, meals and accommodations while on township business *(excluding expenses incurred in operating a privately owned automobile)*
- gas, oil and other necessary expenses incurred in operating a township-owned vehicle

(c) Township officers and employees who use a township credit card shall, as soon as possible, submit a copy of the vendor's credit card slip to the Township Manager. If no credit card slip was obtained that described the transaction, the employee shall submit a signed voucher that shows the name of vendor or entity from which goods or services were purchased, the date and the amount of the transaction, the official business that required the transaction, and the chart of account number indicating the line item to which the transaction is to be charged. All credit card slips shall include this information as well. Vouchers shall also include a statement why a credit card slip was not obtained.



**(d) An official or employee who is issued a credit card is responsible for its protection and custody. If a credit card is lost or stolen, the Township Manager shall be notified. The entity issuing the lost or stolen credit card shall be immediately notified to cancel the card.**

**(e) An officer or employee issued a credit card shall return the credit card to the Township Manager upon termination of his or her employment or service with the township.**

**(f) The Township Manager shall maintain a list of all credit cards owned by the township, along with the name of the officer and employee who has been issued the credit card, the credit limit established, the date issued, and the date returned. Each employee shall initial the list beside his or her name to indicate agreement that the credit card has been issued, and that the employee has received and read a copy of this policy.**

**The Township Manager shall review each credit card statement as soon as possible to ensure that transactions comply with this policy. Any transactions that appear on the statements that are not documented with a credit card slip or a signed voucher shall be immediately investigated. Transactions that do not appear to comply with this policy shall be reported to the township board.**

**(g) The township board shall not approve a payment to the entity issuing the credit card until all transactions have been verified, including the approval of all transaction invoices if issued.**

**(h) The balance, including interest due on an extension of credit under the credit card arrangement, shall be paid for within not more than 60 days of the initial statement date.**

**(i) Officers and employees who use a township credit card in a manner contrary to this policy shall be subject to the following disciplinary actions, as deemed appropriate by the township board:**

- verbal counseling
- written reprimand
- suspension
- termination
- reimbursement to the township for unauthorized expenditures.

**(j) (Optional:) Other matters the township board may consider advisable to address in the credit card policy may include:**

- establishing limits on the total amount of outstanding charges
- naming specific officers or positions that are authorized to use a credit card

Upon a roll call vote, the following voted:

AYE: \_\_\_\_ NAY: \_\_\_\_

The Supervisor declared the resolution adopted.

Attested by:

\_\_\_\_\_  
Township Clerk

**(Footnote 1) The Genoa Charter Township Board is required to designate an officer or an employee to be responsible for the functions indicated in section (a). This officer or employee may be the clerk, treasurer, accountant, manager, or another appropriate person designated by the township board.**