

**GENOA CHARTER TOWNSHIP BOARD**

**Regular Meeting**

**August 17, 2020**

**6:30 p.m.**

**AGENDA**

Call to Order:

Pledge of Allegiance:

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

**Approval of Consent Agenda:**

1. Payment of Bills.
2. Request to Approve Minutes: Aug. 3, 2020

**Approval of Regular Agenda:**

3. Request for approval of a revised and restated Wastewater Treatment and Water Service Agreement for Pine Creek between Genoa Charter Township and the City of Brighton as presented by Utilities Director Greg Tatara.
4. Request for approval of a cost sharing agreement between Genoa Township and the Livingston County Road Commission for Crooked Lake Road Engineering Services in an amount not to exceed \$68,380.
5. Consider approval of a budget amendment to Fund 261 for Crooked Lake Road Engineering by adding appropriation 261-477-831-000 for \$68,380.
6. Discussion regarding the basketball courts in the Township Park.

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: August 17, 2020

TOWNSHIP GENERAL EXPENSES: Thru August 17, 2020	\$219,030.21
August 4, 2020 Election Payroll	\$22,117.79
August 7, 2020 Bi Weekly Payroll	\$102,605.35
August 11, 2020 Election Payroll	\$899.26
OPERATING EXPENSES: Thru August 17, 2020	\$53,609.97
TOTAL:	<u>\$398,262.58</u>

Check Date	Check	Vendor Name	Amount
Bank FNBCK CHECKING ACCOUNT			
07/30/2020	36141	BS&A SOFTWARE	15,965.00
07/30/2020	36142	COMCAST	252.80
07/30/2020	36143	DTE ENERGY	24.33
07/30/2020	36144	GREEN OAK TWP TREASURER'S OFC	21.00
07/30/2020	36145	LANDSCAPE DESIGN & ASSOCIATES LLC	2,431.34
07/30/2020	36146	QUADIENT FINANCE USA, INC	701.99
07/30/2020	36147	STATE OF MICHIGAN	10.00
07/31/2020	36148	SHARON STONE	148.33
07/31/2020	36149	NEARMAP US INC	2,393.42
08/03/2020	36150	GREAT HARVEST BREAD CO OF BRIGHTON	207.50
08/06/2020	36151	JEFFREY BOWDELL	200.00
08/06/2020	36152	CHILSON HILLS BAPTIST CHURCH	200.00
08/06/2020	36153	CHURCH OF THE NAZARENE	200.00
08/06/2020	36154	CLEARY UNIVERSITY	200.00
08/06/2020	36155	COMMUNITY BIBLE CHURCH	200.00
08/06/2020	36156	COOPER'S TURF MANAGEMENT LLC	7,731.23
08/06/2020	36157	DTE ENERGY	982.07
08/06/2020	36158	LIVINGSTON PRESS & ARGUS	250.00
08/06/2020	36159	GORDON FOOD SERVICE	165.20
08/06/2020	36160	HORNUNG ELEMENTARY SCHOOL	200.00
08/06/2020	36161	HOWELL PUBLIC SCHOOLS	200.00
08/06/2020	36162	HURON RIVER WATERSHED COUNCIL	1,120.45
08/06/2020	36163	MICHIGAN STATE UNIVERSITY	10.00
08/06/2020	36164	NETWORK SERVICES GROUP, L.L.C.	50.00
08/06/2020	36165	PERFECT MAINTENANCE CLEANING	565.00
08/06/2020	36166	PRINTING SYSTEMS	1,260.06
08/06/2020	36167	ROCKET ENTERPRISE INC	1,655.00
08/06/2020	36168	SAN MARINO EXCAVATING INC.	65,707.80
08/06/2020	36169	TETRA TECH INC	1,370.96
08/06/2020	36170	BRIAN VAN ORDER	4,800.00
		Void Reason: WRONG VENDOR	
08/06/2020	36171	ANGELA WILLIAMS	105.49
08/06/2020	36172	COOPER'S TURF MANAGEMENT LLC	595.00
08/06/2020	36173	GORDON FOOD SERVICE	23.99
08/07/2020	36174	ADAMS WELL REPAIR INC.	13,429.12
08/07/2020	36175	LINDA GALLERANI	25.91
08/07/2020	36176	MI. DEMOLITION & EXCAVATION	4,800.00
08/07/2020	36177	TRI COUNTY SUPPLY, INC.	254.29
08/10/2020	36178	ADVANCED DISPOSAL	90,677.72
08/10/2020	36179	ADVANCED DISPOSAL	675.00
08/10/2020	36180	ADVANCED DISPOSAL	250.00
08/10/2020	36181	AMERICAN VIDEO TRANSFER INC	1,509.85
08/10/2020	36182	CONTINENTAL LINEN SERVICE	79.15
08/10/2020	36183	DTE ENERGY	199.08
08/10/2020	36184	DTE ENERGY	55.10
08/10/2020	36185	JULIE FRANCIS	35.00
08/10/2020	36186	MARY KRENCICKI	100.99
08/10/2020	36187	LEO'S CUSTOM SPRINKLER SERVICE INC	994.60
08/10/2020	36188	MASTER MEDIA SUPPLY	761.94
08/10/2020	36189	WILLIAM ROCKWELL	34.50

FNBCK TOTALS:

Total of 49 Checks:	223,830.21
Less 1 Void Checks:	4,800.00
Total of 48 Disbursements:	219,030.21

Check Register Report For Genoa Charter Township  
 For Check Dates 08/04/2020 to 08/04/2020

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
08/04/2020	FNBCK	13176		350.00	350.00	0.00	Open
08/04/2020	FNBCK	13177		350.00	350.00	0.00	Open
08/04/2020	FNBCK	13178		315.00	315.00	0.00	Open
08/04/2020	FNBCK	13179		265.00	253.74	0.00	Open
08/04/2020	FNBCK	13180		350.00	350.00	0.00	Open
08/04/2020	FNBCK	13181		35.00	35.00	0.00	Open
08/04/2020	FNBCK	13182		35.00	33.51	0.00	Open
08/04/2020	FNBCK	13183		315.00	315.00	0.00	Open
08/04/2020	FNBCK	13184		265.00	253.74	0.00	Open
08/04/2020	FNBCK	13185		265.00	221.59	0.00	Open
08/04/2020	FNBCK	13186		265.00	253.74	0.00	Open
08/04/2020	FNBCK	13187		265.00	234.51	0.00	Open
08/04/2020	FNBCK	13188		265.00	265.00	0.00	Open
08/04/2020	FNBCK	13189		265.00	265.00	0.00	Open
08/04/2020	FNBCK	13190		315.00	220.82	0.00	Open
08/04/2020	FNBCK	13191		265.00	253.74	0.00	Open
08/04/2020	FNBCK	13192		265.00	253.74	0.00	Open
08/04/2020	FNBCK	13193		265.00	265.00	0.00	Open
08/04/2020	FNBCK	13194		265.00	265.00	0.00	Open
08/04/2020	FNBCK	13195		315.00	301.61	0.00	Open
08/04/2020	FNBCK	13196		265.00	265.00	0.00	Open
08/04/2020	FNBCK	13197		315.00	276.38	0.00	Open
08/04/2020	FNBCK	13198		265.00	246.70	0.00	Open
08/04/2020	FNBCK	13199		265.00	234.51	0.00	Open
08/04/2020	FNBCK	13200		265.00	265.00	0.00	Open
08/04/2020	FNBCK	13201		315.00	312.32	0.00	Open
08/04/2020	FNBCK	13202		265.00	253.74	0.00	Open
08/04/2020	FNBCK	13203		265.00	253.74	0.00	Open
08/04/2020	FNBCK	13204		265.00	253.74	0.00	Open
08/04/2020	FNBCK	13205		265.00	253.74	0.00	Open

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
08/04/2020	FNBCK	13206		35.00	35.00	0.00	Open
08/04/2020	FNBCK	13207		265.00	265.00	0.00	Open
08/04/2020	FNBCK	13208		265.00	261.50	0.00	Open
08/04/2020	FNBCK	13209		265.00	261.50	0.00	Open
08/04/2020	FNBCK	13210		350.00	335.12	0.00	Open
08/04/2020	FNBCK	13211		315.00	301.61	0.00	Open
08/04/2020	FNBCK	13212		315.00	277.51	0.00	Open
08/04/2020	FNBCK	13213		265.00	253.74	0.00	Open
08/04/2020	FNBCK	13214		265.00	253.74	0.00	Open
08/04/2020	FNBCK	13215		265.00	253.74	0.00	Open
08/04/2020	FNBCK	13216		35.00	35.00	0.00	Open
08/04/2020	FNBCK	13217		35.00	35.00	0.00	Open
08/04/2020	FNBCK	13218		350.00	350.00	0.00	Open
08/04/2020	FNBCK	13219		175.00	175.00	0.00	Open
08/04/2020	FNBCK	13220		265.00	262.32	0.00	Open
08/04/2020	FNBCK	13221		35.00	35.00	0.00	Open
08/04/2020	FNBCK	13222		35.00	35.00	0.00	Open
08/04/2020	FNBCK	13223		265.00	246.70	0.00	Open
08/04/2020	FNBCK	13224		350.00	335.12	0.00	Open
08/04/2020	FNBCK	13225		265.00	250.12	0.00	Open
08/04/2020	FNBCK	13226		35.00	35.00	0.00	Open
08/04/2020	FNBCK	13227		350.00	335.12	0.00	Open
08/04/2020	FNBCK	13228		265.00	253.74	0.00	Open
08/04/2020	FNBCK	13229		265.00	253.74	0.00	Open
08/04/2020	FNBCK	13230		265.00	253.74	0.00	Open
08/04/2020	FNBCK	13231		265.00	265.00	0.00	Open
08/04/2020	FNBCK	13232		315.00	280.90	0.00	Open
08/04/2020	FNBCK	13233		265.00	246.70	0.00	Open
08/04/2020	FNBCK	13234		265.00	253.74	0.00	Open
08/04/2020	FNBCK	13235		265.00	253.74	0.00	Open









Check Date	Check	Vendor Name	Amount
Bank 592FN OAK POINTE OPERATING FUND #592			
07/31/2020	4966	NEARMAP US INC	598.36
08/05/2020	4967	BRIGHTON ANALYTICAL LLC	185.00
08/05/2020	4968	DTE ENERGY	4,785.73
08/05/2020	4969	MHOG WATER AUTHORITY	45,019.83
08/07/2020	4970	AT&T LONG DISTANCE	77.06
08/07/2020	4971	DTE ENERGY	2,463.09
592FN TOTALS:			
Total of 6 Checks:			53,129.07
Less 0 Void Checks:			0.00
Total of 6 Disbursements:			53,129.07

Check Date	Check	Vendor Name	Amount
Bank 593FN LAKE EDGEWOOD OPERATING FUND #593			
08/06/2020	3813	BRIGHTON ANALYTICAL LLC	67.00
08/06/2020	3814	DTE ENERGY	413.63
593FN TOTALS:			
Total of 2 Checks:			480.63
Less 0 Void Checks:			0.00
Total of 2 Disbursements:			480.63

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

**GENOA CHARTER TOWNSHIP BOARD**  
**Regular Meeting & Public Hearing**  
**August 3, 2020**

**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, Jean Ledford, Terry Croft, Jim Mortensen and Diana Lowe. Also present were Township Manager Michael Archinal; Township Assistant Manager Kelly VanMarter and six persons in the audience. Absent - Robin Hunt.

A Call to the Public was made with the following response:

- Ty Cole – I just want to clarify my intent from the last board meeting that may have caused some concern or upset. I would like to achieve a collaborative relationship with the township and work through some issues related to lake traffic and violations on the lake.
- Philip Casteleyn – The speed limit on Hughes Road is 25 M.P.H. and many exceed that limit. I have put out speed trailers, 16 crosswalk signs, and contacted the Livingston County Sheriff and now ask for your assistance.

**Approval of Consent Agenda:**

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

**1. Payment of Bills.**

**2. Request to Approve Minutes: July 20, 2020**

**Approval of Regular Agenda:**

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

**3. Consideration of a recommendation for approval of a rezoning (adoption of Ordinance Z-20-03), PUD Agreement, Impact Assessment, and conceptual PUD Plan for a proposed rezoning request from Country Estates (CE) to Interchange Campus Planned Unit Development (CAPUD) and Interchange Commercial Planned Unit Development (ICPUD) for approximately 195 acres along S. Latson Road south of I-96. The subject property includes 177 acres on the west side of S. Latson Road, 10 acres on the east side of S. Latson**

**Road and 6 acres on Beck Road east of S. Latson Road. The properties include the following parcels requested to be rezoned to CAPUD: 4711-08-400-004, 006, 012, 013, 014, 015, 020, 4711-09-300-031 and 4711-17-200-008. Parcel 4711-09-300-040 (formerly 001) is requested to be rezoned to ICPUD. The request is petitioned by Todd Wyett.**

**A. Call the Public was made with the following response:** Brenda Daniels – I have lived in this community for 20 years. We need a larger buffer between our property and the proposed development. Please address the building height, signage and lighting. Please also consider an easement on our property to allow access to the new traffic light for future development.

**B. Disposition of Rezoning Ordinance Z-20-03**

Moved by Skolarus and supported by Lowe to approve and adopt Ordinance No. Z-20-03. This approval is made because the proposed amendment to the Zoning Map and reclassification as Interchange Campus and Interchange Commercial Planned Unit Development (CAPUD and ICPUD) with the related development agreement including use restrictions, design guidelines, utility extensions and conceptual plan has been found to comply with the criteria stated in Sections 10.02, 10.03.06 and 22.04 of the Township Zoning Ordinance. This finding includes the following supporting statements:

1. The rezoning promotes comprehensive and long term planning of appropriate land uses, innovative architectural design, high quality building materials, and a walkable environment for pedestrians;
2. The rezoning encourages innovative and beneficial land uses with streetscape, building and site design elements which are consistent with the goals, objectives, and land use map of the master plan and are compatible with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values;
3. The rezoning is compatible with the site's physical, geological, hydrological and other environmental features with the host of uses permitted in the proposed zoning district and will serve to protect the large wooded wetland located west of S. Latson Road;
4. The rezoning will provide the required utility extensions necessary to serve the proposed development and will further promote efficient provision of public services and utilities without compromising the "health, safety and welfare" of the Township;
5. Safe, convenient, uncongested, and well-defined vehicular and pedestrian circulation within and to the site is provided. The development provides for inter-connection of roads and the future integration of circulation between adjacent sites which will reduce adverse vehicular and pedestrian traffic impacts.

The motion carried by roll call vote as follows: Ayes – Ledford, Croft, Lowe, Mortensen, Skolarus and Rogers. Nays – None. Absent – Hunt.

**C. Disposition of PUD Agreement last updated on July 20, 2020.**

Mortenson raised the issue of \$10,000.00 for an easement acquisition with the Township being responsible for additional costs. VanMarter advised the board that there is only one easement left to get for the water-main. The sewer easement is already complete.

Moved by Lowe and supported by Croft to approve the PUD Agreement received on July 20, 2020 subject to the following:

1. The comments from staff and the Township Attorney in the marked up Agreement on 7/29/20 shall be incorporated with the exception of changes to Section 20 related to Timing of Development which shall be further negotiated and approved by Township staff and the Township Attorney prior to signing.
2. The comments from staff and the Township Attorney on the marked up Utility Construction Agreement (Exhibit 12) referenced in PUD Agreement shall be incorporated into the document. Any changes shall be reviewed and approved by the Township Attorney and staff.
3. The PUD Agreement final draft with all Exhibits shall be reviewed and approved by Township staff and Township Attorney prior to signing.
4. The fully executed document including all Exhibits shall be recorded at the Livingston County Register of Deeds office and a copy of the recorded document shall be provided to the Township.

The motion carried unanimously.

**D. Disposition of Environmental Impact Assessment dated July 30, 2019.**

Moved by Lowe and supported by Croft to approve the Environmental Impact Assessment as submitted. The motion carried unanimously.

**E. Disposition of Conceptual PUD Plan dated May 20, 2020**

Moved by Skolarus and supported by Ledford to approve the Conceptual PUD Plan dated May 20, 2020 subject to the following:

1. The requirements of the Township Engineer's letter dated June 3, 2020 shall be met.
2. The requirements of the Brighton Area Fire Authority's letter dated March 26, 2020 shall be met
3. Easements will be required to allow cross access for vehicular and pedestrian traffic in each of the project areas and to adjacent parcels.
4. Details will be required for the highway sign, uses, dimensional standards, building and site design, etc. prior to development of the north area.

The motion carried unanimously.

**Correspondence:**

- The Cromaine District Library provided minutes of their board meeting
- The Livingston County sheriff's Office provided an overview of work being done within the township

**Member Discussion:**

- Mortensen asked that the sheriff speak to the board about their responses to possible catastrophic issues.
- Archinal provided an overview of work being done within the township.

Moved by Mortensen and supported by Croft to adjourn the meeting at 7:15 p.m.



Paulette A. Skolarus, Clerk  
Genoa Charter Township Board



# MEMO

**TO:** Genoa Charter Township Board

**FROM:** Greg Tatara, Utility Director

**DATE:** August 12, 2020

**RE:** Pine Creek Agreement

**MANAGER REVIEW:**

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For consideration at tonight's Board Meeting is approval of a revised and restated Wastewater Treatment and Water Service Agreement for Pine Creek between Genoa Charter Township (Township) and the City of Brighton (City).

The original agreement between the Township and City was approved on December 4<sup>th</sup>, 1989, with a term of 30 years. Therefore, this original agreement is currently expired. Additionally, an amendment was signed to the original agreement in 1995 to make the Township responsible for reading the meters and billing the residents for water and sewer usage. Based on the volume of the reads, the City would bill the Township for the aggregate usage. As part of reading the meters, the Township charged \$0.20 per 1,000 gallons over what the City charged on their rates. Each year, the Township would adopt new rates for Pine Creek based on the rates set by the City Council. The Township performed no other operation and maintenance activities outside of setting the meter and reading device initially and performing quarterly billing.

With the expiration of the original agreement imminent, we began negotiating with the City approximately 1.5 years to amend the original agreement. As part of our negotiations, we wanted to look at an agreement that would improve service for residents. As part of our experience in the utility department, when residents called with a suspect leak, or wanted their curb stop adjusted, or to report damage to a manhole or valve box, we told them, we cannot help you, you must call the City. This was frustrating for residents, as frequently we heard, but we pay our bill to Genoa Township. Additionally, often times, because the City did not have these homes in their system, they would ship the residents back to us, and would tell them they are in Genoa Township. For this reason, along with the fact that we charged \$0.20 over the City rates, we wanted to consolidate operation and maintenance along with billing to the City, to provide residents improved service and lower costs.

Provided in *Attachment A* is a spreadsheet we created to show that without the mark up to cover billing expenses, residents would save money based on their usage. Provided in *Attachment B*, is the agreement we negotiated with the City, with input from the Township attorney. This agreement has been approved by the City Council on August 6, 2020.

If approved by the Genoa Township Board, we will send a letter to residents informing them of the contract expiration and the changes afforded in the new agreement. Additionally, based on timing, likely we will perform the reading for the quarter ending August 31, 2020 and then have the City take over accounts from that point on.

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

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to approve the Revised and Restated City of Brighton – Genoa Township Wastewater Treatment and Water Service Agreement.

Pine Creek Bill Comparison with new contract

Actual Usage	CITY OF BRIGHTON	Avg. Bi-monthly bill	Annual Cost	Annual savings from new contract
main77/irrg195	<b>High usage</b>	\$300.77	\$1,804.66	\$54.54
main33/irrg118	<b>Mid usage</b>	\$162.62	\$975.70	\$21.54
main20/irrg78	<b>Low usage</b>	\$107.52	\$645.14	\$8.42

Actual Usage	MHOG with increased rates from COB + \$.20	Average Quarterly bill	Annual Cost
main77/irrg195	<b>High usage</b>	\$464.80	\$1,859.20
main33/irrg118	<b>Mid usage</b>	\$249.31	\$997.24
main20/irrg78	<b>Low usage</b>	\$163.39	\$653.56



Draft 7-16-20 (9:30am)

**REVISED AND RESTATED  
CITY OF BRIGHTON - GENOA TOWNSHIP**

**WASTEWATER TREATMENT AND WATER SERVICE AGREEMENT**

THIS AGREEMENT, made this 6th day of August, 2020 between the CITY OF BRIGHTON, a Michigan municipal corporation, with offices at 200 North First Street, Brighton, Michigan 48116, (hereinafter "City"), and the GENOA CHARTER TOWNSHIP, a general law township with offices at 2911 Dorr Road, Brighton, Michigan 48116, (hereinafter "Township").

WITNESSETH:

WHEREAS, the City is the owner and operator of a wastewater treatment system in the County of Livingston, State of Michigan; and,

WHEREAS, Act 129 of Public Acts of 1953, the Sewers and Sewer Disposal Contracts Act, provides that any two or more political subdivisions may contract relative to the furnishing of wastewater treatment services by one or more of such political subdivisions to another political subdivision; and,

WHEREAS, the City and Township agree that because of the proximity of the service area to the City and the environmentally sensitive nature of the service area, it is in the best interest of the City and the Township to make available to the service area centralized wastewater treatment services; and,

WHEREAS, the Township and the City are desirous of entering into an arrangement whereby the sanitary sewage generated by only single family homes and condominiums from the property described in Attachment "A", attached to be transmitted to and treated in the City's wastewater treatment system located on Hamburg Road; and,

WHEREAS, the City owns and operates, a water supply system in the County of Livingston, State of Michigan; and,

WHEREAS, the Township desires to obtain a water supply from the City for single family homes and condominiums located on the property described in Attachment "A".;

NOW, THEREFORE, in consideration of the promises and covenants of each other, the parties agree as follows:

1. WASTEWATER TREATMENT SERVICE BY THE CITY

The City agrees to receive and treat sanitary sewage from the Township. The effluent from the Township shall emanate only from an area of the Township outlined in Attachment "A" attached hereto. Said effluent shall emanate only from single-family homes and condominiums developed within the defined area.

2. WATER SUPPLY SERVICE BY THE CITY

The City shall provide, and the Township shall purchase water from the City. The water supplied shall service only single-family homes and condominiums developed in the area of the Township outlined in Attachment "A".

3. PURCHASE OF WASTEWATER TREATMENT SERVICE AND WATER SUPPLY SERVICE

The City and Township agree that the Township shall require, by Ordinance, all single family homes and condominiums within that area of the Township outlined in Attachment "A" to connect and purchase both water and sewer services from the City which are provided by the City systems under the terms of this Agreement.

A. CONNECTION PERMIT CHARGE - WASTEWATER TREATMENT SERVICE

The City and Township agree that a payment shall be made by Township utility users to the City for each individual Sewer Connection Permit Charge in accordance with the City's fee schedule, as adopted by the Brighton City Council by resolution from time to time. This initial charge shall be Seven Thousand One Hundred Ninety Eight Dollars (\$7,198) for each Sewer Connection Permit Charge and the fee shall be paid to the City by the Township utility user at the time of each request for a Land Use Permit from the Township.

B. CONNECTION PERMIT CHARGE – WATER SUPPLY SERVICE

The City and Township agree that a payment shall be made by the Township utility user to the City for each individual Water Connection Permit Charge in accordance with the City's fee schedule, as adopted by the Brighton City Council by resolution from time to time. This initial charge shall be Two Thousand Eight Hundred Two Dollars (\$2,802) for each Water Connection Permit Charge and the fee shall be paid by the Township utility user to the City at the time of each request for a Land Use Permit from the Township.

C. OPERATION, MAINTENANCE, AND EQUIPMENT REPLACEMENT CHARGE – WASTEWATER TREATMENT SYSTEM

The Township shall require by ordinance Township utility users to pay to the City bi-monthly a per gallon rate to be charged for the operation, maintenance and equipment replacement of the Wastewater treatment System as adopted by the Brighton City Council by resolution from time to time. The following initial schedule of rates shall be applicable to the monthly wastewater flow from the Township, with the monthly flow computed to the nearest one thousand gallons @ \$5.20 per 1,000 gallons:

D. OPERATION, MAINTENANCE AND EQUIPMENT REPLACEMENT  
CHARGE WATER SUPPLY SYSTEM

The Township shall require by ordinance the Township users to pay to the City bi-monthly a per gallon rate to be charged for the operation, maintenance and equipment replacement of the Water Supply System as adopted by the Brighton City Council by resolution from time to time. The following initial schedule of rates shall be applicable to the monthly water flow to the Township, with the monthly flow computed to the nearest on thousand gallons @ \$4.96 per 1000 gallons:

E. COLLECTION

The City agrees to bill and collect wastewater and water service charges as determined by the City of Brighton from time to time, which shall include but not be limited to, the same bi-monthly administrative fee as charged to City of Brighton users.

Annually, prior to \_\_\_\_\_, the City shall certify to the Township Assessing Officer all the rates, charges and fees together with interest and penalties, owing by Township users delinquent as of the end of the March billing period and such assessing officer shall enter the same on the appropriate tax roll as a lien against the premises to which the services had been rendered, and the Township shall enforce the lien and shall collect said sums as provided by law. The Township shall promptly remit to the City all sums so collected. If the Township fails or neglects to so enter such delinquent charges on its next tax roll, the Township shall pay to the City such charges not later than September 15 of the year of such certification. The Township pledges its full faith and credit for all the charges set forth in this Contract.

The Township agrees to remit to the City all special assessment charges and applicable penalties, fees and interest from the Township tax collections within ten (10) business days after the 1st and the 15th of each month collections, but no later than the Township's receipt of delinquent taxes and special assessments from the Livingston County delinquent Tax Revolving Fund.

In the event the County does not remit delinquent taxes to the local units through a tax revolving fund or if the Township is in default of this Contract, then the City reserves the right to discontinue service to the defaulted property owner.

F. TOWNSHIP LAND USE PERMITS

The Township shall provide copies of any land use permits issued within the area described in Exhibit "A" within 10 days of issuance by the Township.

4. DEFAULT

- A. Following the Resolution of Dispute Criteria provided in Section 18 of the Contract, the City reserves the right to discontinue service to the Township in the event that the Township is in default of this Contract, as well as to exercise any other additional remedies provided by law.

- B. The City may charge interest for any over due payments. Each Township utility user shall be considered a utility account subject to the same overdue penalty conditions as any other account, i.e., ten (10%) percent late penalty charge. Additionally, the City may charge interest for any overdue payments. The interest rate charged shall be the maximum permitted by law, but in no event shall the interest charges exceed twenty-five (25%) percent per annum on the unpaid balance of the debt. The payments shall be considered overdue if not paid pursuant to the times prescribed by the City. Default includes, but is not limited to, either nonpayment or late payment.

5. CONSTRUCTION OF ADDITIONAL WATER MAINS TO SERVE THE TOWNSHIP

- A. The City shall have no responsibility to pay for the cost of designing and constructing additional sewage and water facilities located in the area outlined in Attachment "A".
- B. All design and construction of additional sewage and water facilities in the Township shall be supervised and approved by the City's Engineer.
- C. Upon completion of the construction of any additional sewage and water facilities located in the Township, the sewage and water facilities shall be dedicated to the City free of charge. Should the City permanently discontinue sewage and/or water service to the Township for any reason, the Township shall, at its option, upon giving written notice to the City, become the owner of all the water facilities including meters located on the property located in the area of the Township outlined in Attachment "A", subject only to the City's right to use the sewage and water facilities for transmission of sewage and/or water to other areas which are then serviced by the use of such facilities located within the area of the Township outlined in Attachment "A". In the event the Township becomes the owner of the sewage and/or water facilities located within the area defined in Attachment "A", the Township shall reimburse the City for all costs and/or expenditures incurred by the City, excepting therefrom only routine maintenance costs and/or expenditures.
- D. Detailed records, including drawn plans of any construction, alteration, addition or relocation of sewage and water facilities located in the Township shall be kept on file by the City and copies shall be delivered to the Township.
- E. The Township shall obtain any necessary easements and permits required to accomplish the goals of this Contract. Additionally, the Township shall grant a franchise to the City and obtain permission for the City to use streets, highways, alleys and other rights of way within the Township under its control for the purpose of maintaining and repairing sewage and water facilities located within the Township.
- F. The Township, by ordinance, shall provide that each Township utility user shall install and maintain all service leads to individual premises including meters and valves and bear the cost of connecting said service leads to and from the City's

water facilities located within the Township. All meters, meter horns and flanges connected to our system need to be obtained through the City only. Installation of meter horns and flanges are the responsibility of the customer along with any meter 2" or larger in size. Meters 1.5" and smaller will be installed by City personnel by appointment. The City's responsibility and liability shall end at the property line of each Township utility user.

- G. The Township, by ordinance shall provide that each Township utility user shall comply with all regulatory rules pertaining to cross connections adopted by the City.

6. MAINTENANCE AND REPAIR OF SEWAGE AND WATER FACILITIES TO SERVE THE TOWNSHIP

- A. All maintenance and repair costs associated with the sewage and water facilities located within the Township shall be borne by the City.
- B. The Township shall provide to the City the legal right of access to the service area for the purposes of construction, maintenance and repair.

7. METERING

- A. The Township shall supply the City and BSA, Inc. an export file detailing all pertinent information for each account, excluding ACH data, in a digital format directed by the City. The Township and the City shall cooperate to ensure a smooth and orderly transition of utility billing from the Township to the City utilizing BSA software.
- B. Each Township utility user served by the City's utility system shall be metered with a remote encoder receptacle. Beginning July 1, 2020, The City shall be responsible for reading meters and preparing bills for Township utility users.
- C. At the time of the execution of this agreement, the Township shall transfer to the City the remaining funds in the Township Pine Creek billing account in the approximate amount of \$300,000 dollars as confirmed by the Township's Auditors. In consideration of this transfer of funds, prior capacity reservation charges paid, and the Payments in Lieu of Taxes paid between 1989 and 2009, The City will not charge Township utility users in the area outlined in Attachment A for current outstanding debt. Township utility users will be charged debt service on all future debt issues.
- D. Township utility users shall be notified by the Township by mail with the notice attached hereto as Attachment "B".

8. TERM

The term of this Contract shall commence on the date hereto and terminate thirty (30) years hence, unless the water supply system permanently discontinues operation during this term; under such circumstances, the Contract shall expire. The City and the Township agree that this

Contract may be extended if mutually agreeable terms are agreed upon by the City and the Township at the time of the expiration of this Contract.

9. CONTAMINATION OF WATER SUPPLY

For the protection of all consumers supplied with water from the City's system, the Township agrees to use best efforts to protect the system against all forms of contamination. In the event of actual or threatened contamination of the system, and shall immediately contact the City. It is understood if contamination occurs to the system; the City may take any and all reasonably necessary action, including but not limited to immediately shutting off and isolating the area or areas affected by the contamination until the system has been declared safe and fit for human consumption by the governmental agencies having jurisdiction.

10. TOXIC OR UNACCEPTABLE WASTES

In cases where the character of sanitary sewage emanating from the Township is such that it imposes an unreasonable or additional burden upon the City's Wastewater treatment System above that imposed by the average domestic sewage entering the City's Wastewater treatment System, the Township shall cause such user to treat such sanitary sewage in such a manner accepted by the United States Environmental Protection Agency (U.S.E.P.A.) and State of Michigan Department of Environment, Great Lakes, and Energy or their successors. Normal domestic sewage (NDS) means wastewater which, when analyzed, shows a daily average concentration of not more than 250 mg/l of BOD; nor than 250 mg/l of suspended solids; nor more than 6 mg/l of phosphorus; nor more than 35 mg/l of total Kjeldahl nitrogen; nor more than the level of toxic pollutants measured at a collection system location deemed by the city to represent typical domestic wastewater. The City shall terminate service, after due notice to any premise which fails to comply with all rules, regulations, orders and standards promulgated by the U.S.E.P.A., the Michigan Department of Environment, Great Lakes, and Energy and the City. It is recognized by both parties that the average domestic sewage standard and rules, regulations, orders and standards promulgated by the U.S.E.P.A., the Michigan Department of Environment, Great Lakes, and Energy and the City or their successors are subject to revision.

11. EXCLUSIVE SERVICE

During the term of this Contract, the City shall have the exclusive right to provide water to the service area as outlined in Attachment "A".

12. PLANNED INTERRUPTION OF SERVICE

In the event the proper operation of the water supply system requires the City to discontinue temporarily all or part of the water supply system servicing the Township, no claims for damages for such discontinuance shall be made by the Township against the City. The City shall immediately notify by telephone the Township upon learning of any accidental interruptions of service. Whenever service to the points of connection will be intentionally interrupted temporarily by the City to facilitate repair, modification or connection to the City's water supply system, the City, prior to such interruption, shall give the Township reasonable notice of the time, duration and area affected by the interruption of service.

13. FAILURE OF PERFORMANCE

No failure or delay in the performance of the executed Water Service Contract by either party shall be deemed to be a breach thereof when such failure or delay is occasioned by or due to any Act of God, strikes or lockouts, wars, riots, epidemics, explosions, sabotage, breakage, or accidents to machinery or lines of pipe, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise not in the control of the party claiming suspension, provided that no cause or contingency shall relieve the Township of its obligation to make payment.

14. TAXES

The Township agrees not to assess any ad valorem taxes on any water supply facilities situated within the Township and owned by the City.

15. BOUND BY CITY ORDINANCES

The Township agrees to adopt ordinances which require all water supply facility users situated within the area outlined in Attachment "A", to be bound by any and all rules, regulations and ordinances of the City to the same extent that users within the corporate limits of the City are so bound, including but not limited to all fee schedules, Ordinance 90-84, Ordinance 90-81, Ordinance 90-83, as adopted or modified by the Brighton City Council from time to time.

16. RESOLUTION OF DISPUTES

It is recognized by both parties that in the future certain disputes regarding the terms of this Contract may arise between the City and the Township. In order to provide for the orderly resolution of these matters, the following process is established:

- A. Within thirty (30) calendar days after a grievance is noted, the offended legislative body shall inform the other legislative body of their disagreement in writing. The non-aggrieved party shall have up to thirty (30) days in which to respond to the grievance. This response shall be in writing.
- B. Should the parties be unable to resolve their differences within sixty (60) days of the date of the written response to the grievance or be then unable to agree upon a method to mediate and resolve their differences, either party may seek its lawful or equitable remedies in the Michigan Court having lawful jurisdiction over the subject matter of the dispute.

17. NON-ASSIGNABILITY

This Contract is not assignable by the Township without written consent from the City.

18. SUCCESSORS

It is hereby agreed that this Contract shall be binding upon all successor governmental units that may assume jurisdiction over all or part of the areas now governed by the parties.







## MEMORANDUM

TO: Township Board

FROM: Michael Archinal 

DATE: 8/13/2020

RE: Crooked Lake Road Engineering

We have been discussing the paving of Crooked Lake Road for many years. Recently I was contacted by the Managing Director of the Livingston County Road Commission about a proposal for engineering services from Tetra Tech. He was asking if the Township still had intentions to pave Crooked Lake from Fishbeck to Latson. I explained that we were committed to the project and that we had been setting aside funds for large road construction projects. He then asked if we would be willing to participate in funding this effort.

You will recall that we shared the costs of design for the Dillon improvements currently under way. We are also splitting the construction costs as well. While he could not commit to a carte Blanc sharing of costs he did indicate a willingness to participate. We also discussed the use of Primary Pavement Maintenance money for Crooked Lake as it is not a primary road (PPM is the program we use to cost share for many of our recent projects e.g. Dorr Road). He stated that they have exercised some flexibility in directing PPM funds for non-primaries with heavy traffic counts.

I was encouraged by our conversation. I believe that Crooked Lake will be paved sooner or later. By entering into a cost sharing agreement for engineering and design we can take a first step towards this goal. Crooked Lake has some serious variables related to hydrogeology and alignment. We can also refine a construction cost number towards which we can budget.

I look forward to discussing this matter with you further on Monday night.

Please consider the following action:

Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve a cost sharing with the Livingston County Road Commission for Crooked Lake Road engineering services with Tetra Tech in the amount of \$68,380.



August 11, 2020

Mr. Steve Wasyk  
Managing Director  
Livingston County Road Commission  
3535 Grand Oaks Dr.  
Howell, MI 48443

**Re: Crooked Lake Road Engineering Services  
Latson Rd to Fishbeck Rd**

Dear Mr. Craine:

Tetra Tech is pleased to provide our proposal for professional transportation engineering services associated with the above referenced project.

#### **UNDERSTANDING**

We understand that the Livingston County Road Commission (LCRC) is planning to reconstruct and pave Crooked Lake Road from Latson Road to Fishbeck Road. The project is located in Genoa Township. Design of the new roadway will be consistent with the documentation set forth in the *MDOT Local Agency Programs Guidelines for Geometrics 2014 Edition* along with applicable AASHTO standards. 4R Criteria is anticipated to govern the design of the roadway reconstruction.

#### **Existing Conditions**

The existing roadway consists of a gravel driving surface which is very dependent on maintenance in order to keep the roadway potholes to a minimum; especially considering the traffic volumes that use this stretch of roadway. The existing road is generally "cut" into the existing terrain which is causing drainage issues and is a leading cause of the poor condition of the roadway. Lack of defined drainage outlets is also an issue. Ownership and feasibility of drainage outlets will need to be determined at the onset of design. Horizontal alignment appears to be on a tangent and based on our previous experience with LCRC projects the E-W section line will likely be the horizontal alignment and define the right-of-way for the corridor. This will be confirmed with our survey efforts. Except near Latson Road, the terrain is gently rolling with sufficient longitudinal grade to allow placement of curb and gutter where warranted. Drainage and several other key components are evident that will need to be addressed in the design of the improvements and are summarized below:

#### **Horizontal Alignment and Roadway Widening**

As mentioned previously, the horizontal alignment will likely be defined by the E-W section line. Regardless of the alignment, widening will need to occur to provide the desired cross section of two 11' lanes and shoulders. Shoulder width will be determined in concert with LCRC and based on projected traffic volumes. An understanding of the grading impacts and resultant ROW impacts will be determined as soon as possible in order that discussions with property owners can occur and an alignment and cross

section can be established that minimizes ROW impacts. Tree impacts are expected and early communication with property owners will be key.

### **Utilities**

It is likely that utilities are located throughout the corridor and as with all projects, will be a crucial component of the project. Identifying conflicts and working with utility owners to determine conflict resolution will need to occur as early as possible to avoid schedule impacts. Upon authorization, one of our first tasks will be to contact utility companies (in coordination with LCRC) to request utility plans. We also envision surveying any Miss Dig markings and developing a utility conflict matrix to identify critical utility locations to gather xyz data. Plan sheets will be developed specific to each utility showing conflicts. As the project progresses the list will be pared down to the unavoidable conflicts. At that point, either design elements will need to change, or the affected utility will need to be relocated.

### **Plan Grade / Profile Development**

The plan grade for the roadway will be centered on the alignment. Profile development will be completed with the overall drainage scheme in mind. There are areas that currently accept water that may have to be bypassed in the future. Examples include low spots in yards that likely cannot except any more water than they do in the current condition. It is anticipated that curb and gutter and enclosed drainage will be utilized for portions of the project due to the lack of available right of way for ditches. With this in mind, a balance will need to be achieved between cut/fill, cost, and access. Depth of cover over proposed drainage will be a consideration for profile development. In addition, placement of underdrain and the ability to properly outlet underdrain will be a key profile constraint. Driveway sight distance will also be mitigated with profile development. Clear sightlines are imperative and we will utilize 3D modeling to ensure LCRC standards can be attained.

### **Drainage**

Crooked Lake Road within the project limits has relatively undefined roadside drainage. There are no USGS "blue line" crossings but there are several ponds and swampy areas adjacent to the roadway. Crooked Lake is located south of the roadway and eventually receives most of the water for the project. The west end of the project will be a challenge. The terrain is very flat and there is no obvious outlet for the current roadway. It is likely the water will need to be directed west where topography will allow the water to drain from the roadway proper. There are also several local low / wetland areas and cross culverts. As mentioned previously, several roadway low points drain to yards. It will be critical that no additional water is added to these locations. A careful analysis of the existing drainage patterns and flow rates will be necessary prior to beginning the proposed design. Due to existing ROW constraints, we anticipate portions of the reconstructed roadway to consist of curb and gutter and enclosed storm sewer. Roadside ditches will be incorporated in all feasible locations. Several key drainage items are apparent:

- Identification of suitable outlets at the onset of design.
- Sizing of new culverts and storm sewer and ensuring cover is coordinated with road profile.

- Eliminate harmful interference to property as a result of the grade established for the new roadway.
- Account for increases in impervious area.
- Limit grading impacts by utilizing appropriate roadside control (ditch vs. curb and gutter).
- Proper subgrade drainage will be imperative to maximize design life.
- If at all possible, design the profile in order that water travels to a culvert or wetland, rather than low areas on private property.

### **Survey / Right of Way**

A full topographic and ROW survey will be performed for this project. Mapping of all existing surface features and assets will be required. Drainage inventories will also be gathered to facilitate drainage design. Pick up survey is also anticipated to assist with utility relocations and conflict resolution. Where permanent easements are needed, our team is well versed in providing right of way exhibits and property descriptions. For temporary easements and grading permits, we anticipate providing sketches in order that work limits can be communicated appropriately to property owners.

### **EXPERIENCE**

Tetra Tech has performed numerous 4R reconstruction projects conforming to MDOT and MDOT LAP standards. Recent projects include the following:

Customer	Route
LCRC	Silver Lake Road
LCRC	Hacker Road
LCRC	Challis Road
MDOT	M-60 in Spring Arbor
MDOT	M-3 in the City of Roseville
MDOT	US-24 in the City of Southfield/Villages of Franklin & Bingham Farms

### **SCOPE OF SERVICES**

- Prepare contract documents for the project. Contract quantities will be developed to facilitate bidding by LCRC.
- Develop removal, plan, and profile sheets at 80 scale to depict project improvements.
- Develop typical sections.
- Develop special provisions for the project as needed.
- Analyze and design drainage to facilitate new roadway cross section.
- Prepare maintaining traffic contract documents. Typical and detour sheets are anticipated.
- Evaluate design exception elements and prepare design exceptions as needed for LCRC.
- Perform topographic survey for the entire project.



- Perform ROW survey.
- Provide a 3D terrain model for top and subgrade surfaces that will be created during our roadway design modeling activities.
- Provide Reference Information Documents for Contractor's use.
- Perform right of way survey to identify property corners that may be impacted by construction.
- Develop up to three (3) permanent right-of-way property descriptions and sketches.
- Develop up to six (6) temporary grading easement sketches.
- Attend a kick-off meeting, utility meetings, 3 milestone review meetings, and one public meeting.
- Assist with any permit preparation that may be necessary.
- Prepare permanent signing plans.
- Prepare permanent pavement marking plans.
- Coordinate with a separate geotechnical firm to incorporate soil/pavement information into the plans.
- Assist LCRC with addenda that may be needed to clarify the intent of Tetra Tech's work.

We have assumed that LCRC will utilize their own front end documents and will take bids for the project. Other items we have assumed will be provided by LCRC include:

- Traffic Counts
- Title Searches
- Crash Data
- Contracting of separate geotechnical and environmental firms to assist in applicable items such as pavement recommendations and wetland delineation

## **SCHEDULE**

We propose the following key milestones for this project.

- 30% Base Plan Submittal – March 5, 2021
- 70% / GI Submittal – August 13, 2021
- Final Plans and Specifications – January 7, 2022

## **COMPENSATION**

Compensation for these services will be based on Tetra Tech (Tt) staff efforts, times their standard billing rate, plus reimbursable expenses. Standard rates are subject to change at Tt's sole discretion. We propose a budget of \$136,760 based on the aforementioned scope of services.

If you concur with this proposal, please sign in the space provided below and return an original signed copy of this proposal as our authorization to proceed. Receipt of this letter, signed where indicated, will be considered authorization to proceed according to our attached Standard Terms and Conditions. If you have any questions, please feel free to contact me at 810.225.8413.



Sincerely,

*Kirk Pietila*      Kirk Pietila  
Kirk Pietila, P.E.      Aug 11 2020 3:32 PM  
Senior Project Manager

**PROPOSAL ACCEPTED BY LIVINGSTON COUNTY ROAD COMMISSION:**

**AUTHORIZED SIGNATURE:**

---

TITLE \_\_\_\_\_

DATE \_\_\_\_\_



## Tetra Tech of Michigan, PC

### Engineering Services Standard Terms & Conditions

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

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

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

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

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

**Additional Services** The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant 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** Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule above. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

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

**Worker's Compensation** – as required by applicable state statute

**Commercial General Liability** - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

**Automobile Liability** –\$1,000,000 combined single limit for bodily injury and property damage

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

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

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

**Dispute Resolution** The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

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



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

**Authorized Representative** The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority.

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

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

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

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

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

**Consequential Damages** Neither the Client nor Consultant shall be liable to the other for any consequential damages regardless of the nature or fault.

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

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

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

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

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

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

**Force Majeure** Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control.

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

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

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

**Survival** All provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

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

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

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

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

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

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

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

# **Board Correspondence**

To Board 8/17

**Polly**

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**From:** [REDACTED]  
**Sent:** Thursday, August 13, 2020 11:14 AM  
**To:** Polly  
**Subject:** Re: Election - Congratulations

I worked several elections for you and tried to vote for you haha but I am a democrat so had to spoil my ballot and come in and revote, you caught me just as I was leaving to thank me.

Congrats again, you run a tight ship and whenever people start to talk about how the elections could be corrupt I step up and tell them about all the checks and balances you (our state) has in place. and recommend that they work the poles once and see how it's handled. Thanks again for allowing me that oppurnity.

rita ( I worked at the 3 fires school with Bill)

On Thursday, August 13, 2020, 10:42:12 AM EDT, Polly <[pskolarus@genoa.org](mailto:pskolarus@genoa.org)> wrote:

Rita, I received your congratulatory note but would like to know who you are. Polly

Paulette Skolarus, Clerk



Genoa Charter Township

2911 Dorr Rd

Brighton, MI 48116

(810)227-5225

[polly@genoa.org](mailto:polly@genoa.org)

[www.genoa.org](http://www.genoa.org)

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**From:** [REDACTED]  
**Sent:** Wednesday, August 5, 2020 1:48 PM  
**To:** Polly  
**Subject:** Election - Congratulations