

**GENOA CHARTER TOWNSHIP BOARD**  
**Regular Meeting**  
**April 19, 2021**  
**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)\*:

**Consent Agenda:**

1. Payment of Bills: April 5, 2021 and April 19, 2021
2. Request to Approve Minutes: March 15, 2021, March 29, 2021 and April 5, 2021

**Regular Agenda:**

3. Request from the Township Supervisor for a resolution declaring a State of Emergency in Genoa Charter Township to allow virtual meetings to comply with the Open Meetings Act.
4. Request for approval of a proposal from Concrete Construction Inc. to re-construct the pathway at the Township Hall at a cost not to exceed \$190,111.49.
5. Request for approval of an Engineering Design Proposal from Tetra Tech for road and storm sewer improvements on Kellogg Road in the amount of \$22,000.
6. Request for approval of an Engineering Design Proposal from Tetra Tech for the installation of a turn lane at the Township Hall in the amount of \$4,000.
7. Request for approval to allow for payment for the criminal defense of the Clerk with regard to Livingston County Board of Canvassers review of Absent Voter Counting Board No. 2 on Nov. 9, 2020.

Correspondence  
Member Discussion  
Adjournment

<p>*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.</p>
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CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: April 5, 2021

TOWNSHIP GENERAL EXPENSES: April 5, 2021	\$1,698,358.33
March 19, 2021 Weekly Payroll	\$102,446.82
April 2, 2021 Bi Weekly Payroll	\$97,978.20
OPERATING EXPENSES: April 2, 2021	\$388,641.27
TOTAL:	<u>\$2,287,424.62</u>

Check Date	Check	Vendor Name	Amount
<b>Bank FNBCK CHECKING ACCOUNT</b>			
03/09/2021	36687	ALLSTAR ALARM LLC	
03/09/2021	36688	COMCAST	91.44
03/09/2021	36689	DTE ENERGY	723.77
03/09/2021	36690	MASTER MEDIA SUPPLY	1,084.04
03/09/2021	36691	NETWORK SERVICES GROUP, L.L.C.	468.85
03/09/2021	36692	OFFICE EXPRESS INC.	15,950.00
03/09/2021	36693	QUADIENT INC.	43.96
03/09/2021	36694	SECURITY LOCK SERVICE,,INC	837.02
03/10/2021	36695	GENOA TOWNSHIP PARKS & RECREATION	68.50
03/15/2021	36696	GENOA TWP FUTURE ROADS #261	550,000.00
03/17/2021	36697	ADVANCED DISPOSAL SERVICES-VR	900,000.00
03/17/2021	36698	BLUE CROSS & BLUE SHIELD OF MI	93,110.33
03/17/2021	36699	COMCAST	44,697.59
03/17/2021	36700	COOPER'S TURF MANAGEMENT LLC	637.20
03/17/2021	36701	DYKEMA GOSSETT, PLLC	8,118.00
03/17/2021	36702	EHIM, INC	4,912.00
03/17/2021	36703	MILFORD SALVAGE IRON & METAL CO. IN	9,516.00
03/17/2021	36704	PFEFFER, HANNIFORD, PALKA	7,000.00
03/17/2021	36705	US BANK EQUIPMENT FINANCE	4,100.00
03/17/2021	36706	VERIZON WIRELESS	1,971.97
03/17/2021	36707	WELLNESS IQ	433.47
03/22/2021	36708	BUSINESS IMAGING GROUP	147.60
03/22/2021	36709	COMCAST	113.89
03/22/2021	36710	CONSUMERS ENERGY	268.95
03/22/2021	36711	LCAA	234.76
03/22/2021	36712	POWER HOME REMODELING GROUP, LLC	100.00
03/22/2021	36713	QUADIENT FINANCE USA, INC	20.00
03/22/2021	36714	WALMART COMMUNITY	5,302.14
03/23/2021	36715	MHOG WATER AUTHORITY	471.00
03/24/2021	36716	CHASE CARD SERVICES	39,250.00
03/24/2021	36717	GENWORTH LIFE	1,829.57
03/24/2021	36718	LIVINGSTON COUNTY REGISTER OF DEEDS	371.17
03/25/2021	36719	LIVINGSTON PRESS & ARGUS	30.00
03/25/2021	36720	DELTA DENTAL	530.00
03/25/2021	36721	MUTUAL OF OMAHA	3,812.39
			<u>2,112.72</u>
<b>FNBCK TOTALS:</b>			
Total of 35 Checks:			1,698,358.33
Less 0 Void Checks:			0.00
Total of 35 Disbursements:			<u>1,698,358.33</u>

Check Register Report For Genoa Charter Township  
 For Check Dates 03/19/2021 to 03/19/2021

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
03/19/2021	FNBCK	13467	LOVELL, WILLIAM T	679.23	587.34	0.00	Open
03/19/2021	FNBCK	13468	MATKIN, RONALD	598.00	552.26	0.00	Open
03/19/2021	FNBCK	13469	MCFARLANE, LINDSAY D	377.00	332.14	0.00	Open
03/19/2021	FNBCK	13470	SCHNIERS, DENISE	1,600.00	1,192.46	0.00	Open
03/19/2021	FNBCK	EFT549	FLEX SPENDING (TASC)	814.86	814.86	0.00	Open
03/19/2021	FNBCK	EFT550	INTERNAL REVENUE SERVICE	23,389.09	23,389.09	0.00	Open
03/19/2021	FNBCK	EFT551	PRINCIPAL FINANCIAL	3,156.00	3,156.00	0.00	Open
03/19/2021	FNBCK	EFT552	PRINCIPAL FINANCIAL	2,342.09	2,342.09	0.00	Open
<b>Totals:</b>				<b>Number of Checks: 008</b>	<b>32,956.27</b>	<b>32,366.24</b>	<b>0.00</b>
Total Physical Checks:				4		<b>Dir. Dep.</b>	
Total Check Stubs:				4			
					<b><u>\$70,080.58</u></b>		

*\$102,446.82*

Check Register Report For Genoa Charter Township  
 For Check Dates 04/02/2021 to 04/02/2021

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
04/02/2021	FNBCK	13472	LOVELL, WILLIAM T	1,319.23	995.14	0.00	Open
04/02/2021	FNBCK	EFT553	FLEX SPENDING (TASC)	814.86	814.86	0.00	Open
04/02/2021	FNBCK	EFT554	INTERNAL REVENUE SERVICE	22,799.47	22,799.47	0.00	Open
04/02/2021	FNBCK	EFT555	PRINCIPAL FINANCIAL	3,556.00	3,556.00	0.00	Open
04/02/2021	FNBCK	EFT556	PRINCIPAL FINANCIAL	2,342.09	2,342.09	0.00	Open

Totals: Number of Checks: 005 30,831.65 30,507.56 0.00

Total Physical Checks: 1

Total Check Stubs: 4

**Direct Dep.**

**\$67,470.64**

**\$97,978.20**

Check Date	Check	Vendor Name	Amount
Bank 592FN OAK POINTE OPERATING FUND #592			
03/09/2021	5176	AT&T LONG DISTANCE	77.06
03/09/2021	5177	DTE ENERGY	4,791.86
03/17/2021	5178	AMERICAN AQUA	226.64
03/17/2021	5179	AT&T	210.40
03/17/2021	5180	BRIGHTON ANALYTICAL LLC	600.00
03/17/2021	5181	DUBOIS-COOPER	50.00
03/17/2021	5182	FERGUSON WATERWORKS #3386	454.20
03/17/2021	5183	GENOA TOWNSHIP D.P.W. FUND	43,019.87
03/17/2021	5184	GENOA OCEOLA SEWER AUTHORITY	62.66
03/17/2021	5185	GENOA OCEOLA SEWER AUTHORITY	946.91
03/17/2021	5186	GRAINGER	297.13
03/17/2021	5187	HAVILAND PRODUCTS COMPANY	2,700.00
03/17/2021	5188	HUBBELL, ROTH & CLARK, INC	1,600.11
03/17/2021	5189	HYDROCORP	225.00
03/17/2021	5190	KENNEDY INDUSTRIES	685.00
03/17/2021	5191	M & K JETTING AND TELEVISIONING LLC	4,042.50
03/17/2021	5192	PFEFFER, HANNIFORD, PALKA	4,500.00
03/17/2021	5193	SHERWIN- WILLIAMS	57.69
03/17/2021	5194	TETRA TECH, INC.	5,349.80
03/17/2021	5195	TLS CONSTRUCTION	2,974.00
03/17/2021	5196	UIS SCADA	1,102.50
03/17/2021	5197	WATER SOLUTIONS UNLIMITED, INC	1,985.00
03/17/2021	5198	AMERICAN AQUA	222.64
03/22/2021	5199	AT&T LONG DISTANCE	51.38
03/22/2021	5200	CONSUMERS ENERGY	284.38
03/22/2021	5201	CONSUMERS ENERGY	313.49
592FN TOTALS:			
Total of 26 Checks:			76,830.22
Less 0 Void Checks:			0.00
Total of 26 Disbursements:			76,830.22

Check Date	Check	Vendor Name	Amount
Bank 503FN DPW-UTILITIES #503			
03/10/2021	5207	PORT CITY COMMUNICATIONS, INC.	171.05
03/10/2021	5208	WEX BANK	3,648.05
03/10/2021	5209	WINDSTREAM	46.24
03/10/2021	5210	GENOA TOWNSHIP	200,000.00
03/15/2021	5211	ASCENSION MICHIGAN	260.00
03/15/2021	5212	UNITED STATES POSTAL SERVICE	68.27
03/16/2021	5213	ADVANCE AUTO PARTS	395.68
03/16/2021	5214	AUTO-LAB OF LIVINGSTON	3,273.19
03/16/2021	5215	CHASE CARD SERVICES	5,753.77
03/16/2021	5216	CORRIGAN TOWING	82.00
03/16/2021	5217	CRUISERS	975.00
03/16/2021	5218	GIFFELS WEBSTER	2,640.00
03/16/2021	5219	LINE-X OF BRIGHTON	2,623.00
03/16/2021	5220	MWEA	140.00
03/16/2021	5221	PFEFFER, HANNIFORD, PALKA	2,500.00
03/16/2021	5222	RANDY'S SERVICE STATION	884.00
03/16/2021	5223	SENSUS USA, INC	1,949.94
03/16/2021	5224	SIGN WORKS	300.00
03/16/2021	5225	TETRA TECH INC	4,132.50
03/16/2021	5226	VICTORY LANE QUICK OIL CHANGE	497.33
03/17/2021	5227	MICHIGAN OFFICE SOLUTIONS	90.00
03/17/2021	5228	STERLING	80.00
03/22/2021	5229	VERIZON WIRELESS	702.53
03/25/2021	5231	ASCENSION MICHIGAN	70.00
03/25/2021	5232	HOME DEPOT CREDIT SERVICES	2,109.94
03/25/2021	5233	LAFONTAINE CDJR-LANSING	50,543.00
503FN TOTALS:			<u>283,935.49</u>
Total of 26 Checks:			283,935.49
Less 0 Void Checks:			0.00
Total of 26 Disbursements:			<u>283,935.49</u>

Check Date	Check	Vendor Name	Amount
Bank 593FN LAKE EDGEWOOD OPERATING FUND #593			
03/09/2021	3921	DTE ENERGY	3,989.56
03/15/2021	3922	BRIGHTON ANALYTICAL LLC	67.00
03/15/2021	3923	CONSUMERS ENERGY	477.69
03/15/2021	3924	GENOA TOWNSHIP D.P.W. FUND	11,937.91
03/15/2021	3925	GENOA OCEOLA SEWER AUTHORITY	151.44
03/15/2021	3926	HARTLAND SEPTIC SERVICE, INC.	6,600.00
03/15/2021	3927	PFEFFER, HANNIFORD, PALKA	2,250.00
03/15/2021	3928	PFEFFER, HANNIFORD, PALKA	1,050.00
03/17/2021	3929	CONSUMERS ENERGY	12.50
03/17/2021	3930	GENOA TWP DPW FUND	1,017.96
03/26/2021	3931	BRIGHTON ANALYTICAL LLC	321.50
593FN TOTALS:			<u>27,875.56</u>

Total of 11 Checks: 283,935.49 + 503  
 Less 0 Void Checks: 75,830.22 + 592  
 Total of 11 Disbursements: 27,875.56 + 593

003  
388,661.27



April 2021						
S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1
2	3	4	5	6	7	8

New Balance  
**\$5,753.77**  
 Minimum Payment Due  
**\$57.00**  
 Payment Due Date  
**04/01/21**

**INK CASH(SM) POINT SUMMARY**

Previous points balance	15,267
+ 1 Point per \$1 earned on all purchases	6,764
+ 2Pts/\$1 gas stns, retns, ofc sply, hm Impr	1,588
<b>Total points available for redemption</b>	<b>22,609</b>

**Late Payment Warning:** If we do not receive your minimum payment by the due date, you may have to pay a late fee, and existing and new balances may become subject to the Default APR.

**Minimum Payment Warning:** Enroll in Auto-Pay and avoid missing a payment. To enroll, go to www.chase.com

**MAILED**  
3-18-21

**ACCOUNT SUMMARY**

<b>Account Number:</b>	[REDACTED]
Previous Balance	\$6,079.58
Payment Credits	-\$6,079.58
Purchases	+\$5,753.77
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
<b>New Balance</b>	<b>\$5,753.77</b>
Opening/Closing Date	02/08/21 - 03/07/21
Credit Limit	\$28,000
Available Credit	\$22,246
Cash Access Line	\$1,400
Available for Cash	\$1,400
<b>Past Due Amount</b>	<b>\$0.00</b>
<b>Balance over the Credit Limit</b>	<b>\$0.00</b>

**COPY**

ENTERED MAR 10 2021

ALL SYS - 503-000-084-000  
 UTILITY DEPT.

MAR 15 2021

*[Handwritten Signature]*

RECEIVED

**YOUR ACCOUNT MESSAGES**

Your credit line has been increased. Take advantage of your enhanced spending power to make purchases and transfer balances today.





# ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
02/25	ACI PARTS PLUS 616-588-9055 MI <i>MHOG</i>	107.48 ✓
02/25	STAPLES 00107730 BRIGHTON MI <i>MHOG</i>	75.98 ✓
02/26	STAPLES 00107730 BRIGHTON MI <i>MHOG</i>	131.96 ✓
02/26	STAPLES 00107730 BRIGHTON MI <i>MHOG</i>	399.98 ✓
03/01	STAPLES 00107730 BRIGHTON MI <i>MHOG</i>	113.97 ✓
03/04	AMZN Mktg US*4E1982RZ3 Amzn.com/bill WA <i>MHOG</i> ALEX CHIMPOURAS TRANSACTIONS THIS CYCLE (CARD 2501) \$878.27	48.90 ✓
02/10	OVERHEAD DOOR OF WHITMORE WHITMORE LAKE MI <i>G.O</i>	35.00 ✓
02/11	AUTOMATIONDIRECT.COM 770-889-7588 GA <i>G.O</i>	962.00 ✓
03/01	STAPLES 00107730 BRIGHTON MI <i>G.O</i> JAMES AULETTE TRANSACTIONS THIS CYCLE (CARD 7653) \$1068.78	71.78 ✓
02/05	HIRE MOJO INC 800-395-2805 CA <i>DPW recruiting</i>	2,408.00 ✓
02/15	FUNERAL FLOWERS/GIFTS WWW.RUNCF5.CO MA <i>DPW</i> KIMBERLY LANE TRANSACTIONS THIS CYCLE (CARD 4797) \$2498.58 <i>never delivered reimbursed by check KL</i>	90.58 ✓
02/26	Payment Thank You Image Check	-6,079.58
03/04	RINGCENTRAL, INC 650-4724100 CA <i>DPW phone</i>	66.14 -
03/05	TRAFFIC MANAGEMENT DETRO 800-763-3999 MI <i>G.O</i> GREG TATARA TRANSACTIONS THIS CYCLE (CARD 9747) \$4771.44- INCLUDING PAYMENTS RECEIVED	1,242.00 ✓

2021 Totals Year-to-Date	
Total fees charged in 2021	\$0.00
Total interest charged in 2021	\$0.00

# COPY

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

## 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	13.24%(v)(d)	- 0 -	- 0 -
<b>CASH ADVANCES</b>			
Cash Advances	24.99%(v)(d)	- 0 -	- 0 -
<b>BALANCE TRANSFERS</b>			
Balance Transfer	13.24%(v)(d)	- 0 -	- 0 -

28 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.



manage your account online at : [www.chase.com/cardhelp](http://www.chase.com/cardhelp)

Customer Service: 1-800-945-2028

Mobile: Download the Chase Mobile® app today

April 2021						
S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1
2	3	4	5	6	7	8

New Balance  
**\$1,829.57**  
 Minimum Payment Due  
**\$365.00**  
 Payment Due Date  
**04/10/21**

**MAILED**  
 3-25-21

**Late Payment Warning:** If we do not receive your minimum payment by the due date, you may have to pay a late fee, and existing and new balances may become subject to the Default APR.

**Minimum Payment Warning:** Enroll in Auto-Pay and avoid missing a payment. To enroll, go to [www.chase.com](http://www.chase.com)

**COPY**

### ACCOUNT SUMMARY

<b>Account Number:</b>	[REDACTED]
Previous Balance	\$1,822.79
Payment Credits	-\$1,822.79
Purchases	+\$1,824.24
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	+\$5.33
<b>New Balance</b>	<b>\$1,829.57</b>
Opening/Closing Date	02/17/21 - 03/16/21
Credit Limit	\$20,000
Available Credit	\$18,170
Cash Access Line	\$1,000
Available for Cash	\$1,000
<b>Past Due Amount</b>	<b>\$0.00</b>
<b>Balance over the Credit Limit</b>	<b>\$0.00</b>



ENTERED MAR 24 2021

### ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
02/25	Payment ThankYou Image Check	-1,822.79
02/16	AMZN Mktp US*YL1GG83M3 Amzn.com/bill WA	141.02 <i>Rm</i>
03/03	REALCOMP II LTD 248-553-3003 MI	201.00 <i>Dues</i>
03/08	Amazon.com*MB46M1V93 Amzn.com/bill WA	249.98 <i>Rm</i>
03/09	RED OLIVE XIV HOWELL MI	92.17 <i>Dinner</i>
03/08	STATE SIDE DELI HOWELL MI	-101.19 <i>Lunch</i>
03/15	Amazon.com*2A8QR15B1 Amzn.com/bill WA	857.98 <i>Rm</i>
03/15	IN *PROPET DISTRIBUTORS I 407-8884627 FL	180.90 <i>Rm</i>
03/16	PURCHASE INTEREST CHARGE MICHAEL C ARCHINAL TRANSACTIONS THIS CYCLE (CARD 3223) \$6.78 INCLUDING PAYMENTS RECEIVED	5.33 <i>MI</i>

*Meeting Fee Misc Expense*

2021 Totals Year-to-Date	
Total fees charged in 2021	\$39.00
Total interest charged in 2021	\$22.87

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

*OK*  
*[Signature]*  
*3/23/2021*

### 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	13.24%(v)(d)	\$525.26	\$5.33
<b>CASH ADVANCES</b>			
Cash Advances	19.24%(v)(d)	- 0 -	- 0 -
<b>BALANCE TRANSFERS</b>			
Balance Transfer	13.24%(v)(d)	- 0 -	- 0 -

28 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.

\*Includes interest charges on Late or Return Payment fees.

\*\*This My Chase Loan has expired. Interest will continue to accrue on this My Chase Loan balance until it is paid in full.

### IMPORTANT NEWS

### IMPORTANT NEWS

Your account is a business account, to be used only for business transactions. It is not intended for personal, family or household purposes.

**COPY**

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: April 19, 2021

TOWNSHIP GENERAL EXPENSES: Thru April 14, 2021	\$169,018.17
April 16, 2021 Bi Weekly Payroll	\$100,807.97
OPERATING EXPENSES: Thru April 14, 2021	\$25,079.81
TOTAL:	<u>\$294,905.95</u>

Check Date	Check	Vendor Name	Amount
Bank FNBACK CHECKING ACCOUNT			
03/29/2021	36722	DTE ENERGY	26.62
03/29/2021	36723	MASTER MEDIA SUPPLY	698.85
03/31/2021	36724	LIVINGSTON CO. REGISTER OF DEEDS	30.00
04/01/2021	36725	MICHAEL ARCHINAL	500.00
04/01/2021	36726	FEDERAL EXPRESS	49.01
04/05/2021	36727	ALLSTAR ALARM LLC	345.00
04/05/2021	36728	INSPEC, INC.	125.00
04/05/2021	36729	LIVINGSTON CO. REGISTER OF DEEDS	12.90
04/05/2021	36730	MEI TOTAL ELEVATOR SOLUTIONS	128.11
04/05/2021	36731	NETWORK SERVICES GROUP, L.L.C.	50.00
04/05/2021	36732	PERFECT MAINTENANCE CLEANING	565.00
04/05/2021	36733	WEST SHORE SERVICES, INC.	2,570.00
04/06/2021	36734	DTE ENERGY	787.10
04/06/2021	36735	DTE ENERGY	213.09
04/06/2021	36736	TETRA TECH INC	195.00
04/07/2021	36737	AMERICAN AQUA	189.92
04/07/2021	36738	BRIGHTON ANALYTICAL LLC	35.00
04/07/2021	36739	CONTINENTAL LINEN SERVICE	79.15
04/07/2021	36740	DTE ENERGY	41.10
04/08/2021	36741	BRIGHTON ANALYTICAL LLC	35.00
04/08/2021	36742	GORDON FOOD SERVICE	248.61
04/12/2021	36743	COOPER'S TURF MANAGEMENT LLC	643.00
04/12/2021	36744	OFFICE EXPRESS INC.	115.08
04/12/2021	36745	DENISE SCHNIERS	90.08
04/12/2021	36746	VICTORY LANE QUICK OIL CHANGE	80.72
04/13/2021	36747	BLUE CROSS & BLUE SHIELD OF MI	42,737.03
04/13/2021	36748	COMCAST	637.20
04/13/2021	36749	COMCAST	726.06
04/13/2021	36750	ECON DEV.COUNCIL OF LIVINGSTON CO	22,939.00
04/13/2021	36751	ICMA	976.00
04/14/2021	36752	ADVANCED DISPOSAL SERVICES-VR	93,149.54

FNBACK TOTALS:

Total of 31 Checks:	169,018.17
Less 0 Void Checks:	0.00
Total of 31 Disbursements:	169,018.17

Check Register Report For Genoa Charter Township  
 For Check Dates 04/16/2021 to 04/16/2021

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
04/16/2021	FNBC	13473	LOVELL, WILLIAM T	1,544.23	1,166.37	0.00	Open
04/16/2021	FNBC	EFT557	FLEX SPENDING (TASC)	814.86	814.86	0.00	Cleared
04/16/2021	FNBC	EFT558	INTERNAL REVENUE SERVICE	24,111.37	24,111.37	0.00	Open
04/16/2021	FNBC	EFT559	PRINCIPAL FINANCIAL	3,556.00	3,556.00	0.00	Cleared
04/16/2021	FNBC	EFT560	PRINCIPAL FINANCIAL	2,342.09	2,342.09	0.00	Cleared

Totals: Number of Checks: 005 32,368.55 31,990.69 0.00

Total Physical Checks: 1

Total Check Stubs: 4

68,817.28 +

100,807.97\*\*

Check Date	Check	Vendor Name	Amount
Bank 503FN DPW-UTILITIES #503			
04/06/2021	5234	PORT CITY COMMUNICATIONS, INC.	185.16
04/06/2021	5235	TRACTOR SUPPLY CO.	57.97
04/13/2021	5236	RED WING BUSINESS ADVANTAGE ACCOUNT	548.22
04/13/2021	5237	VERIZON WIRELESS	1,302.68
04/13/2021	5238	WEX BANK	4,280.64
04/13/2021	5239	WINDSTREAM	48.26
04/14/2021	5240	CHASE CARD SERVICES	5,483.08
04/14/2021	5241	U.S. POSTMASTER	1,432.18
503FN TOTALS:			
Total of 8 Checks:			13,338.19
Less 0 Void Checks:			0.00
Total of 8 Disbursements:			13,338.19

Check Date	Check	Vendor Name	Amount
Bank 592FN OAK POINTE OPERATING FUND #592			
03/29/2021	5202	BRIGHTON ANALYTICAL LLC	200.00
04/06/2021	5203	DTE ENERGY	2,008.48
04/07/2021	5204	DTE ENERGY	219.30
04/07/2021	5205	DTE ENERGY	2,394.04
04/12/2021	5206	AT&T LONG DISTANCE	77.06
592FN TOTALS:			
Total of 5 Checks:			4,898.88
Less 0 Void Checks:			0.00
Total of 5 Disbursements:			4,898.88

Check Date	Check	Vendor Name	Amount
Bank 593FN LAKE EDGEWOOD OPERATING FUND #593			
04/06/2021	3932	BRIGHTON ANALYTICAL LLC	67.00
04/06/2021	3933	CHARTER TOWNSHIP OF BRIGHTON	932.50
04/06/2021	3934	GENOA OCEOLA SEWER AUTHORITY	2,141.29
04/07/2021	3935	DTE ENERGY	3,259.84
04/13/2021	3936	BRIGHTON ANALYTICAL LLC	67.00
04/13/2021	3937	CONSUMERS ENERGY	375.11
593FN TOTALS:			
Total of 6 Checks:			6,842.74
Less 0 Void Checks:			0.00
Total of 6 Disbursements:			6,842.74

13,338.19 +  
 4,898.88 +  
 6,842.74 +  
 25,079.81 +

003



Manage your account online at : [www.chase.com/cardhelp](http://www.chase.com/cardhelp)

Customer Service: 1-800-945-2028

Mobile: Download the Chase Mobile® app today

May 2021						
S	M	T	W	T	F	S
25	26	27	28	29	30	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

New Balance  
**\$5,483.08**  
 Minimum Payment Due  
**\$54.00**  
 Payment Due Date  
**05/01/21**

**INK CASH(SM) POINT SUMMARY**

Previous points balance	22,609
+ 1 Point per \$1 earned on all purchases	5,484
+2Pts/\$1 gas stns, rstnts, ofc sply, hm impr	181
<b>Total points available for redemption</b>	<b>28,274</b>

**Late Payment Warning:** If we do not receive your minimum payment by the due date, you may have to pay a late fee, and existing and new balances may become subject to the Default APR.

**Minimum Payment Warning:** Enroll in Auto-Pay and avoid missing a payment. To enroll, go to [www.chase.com](http://www.chase.com)

**ACCOUNT SUMMARY**

Account Number: 4798 6091 0244 9747

Previous Balance	\$5,753.77
Payment, Credits	-\$6,358.57
Purchases	+\$6,087.88
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
<b>New Balance</b>	<b>\$5,483.08</b>
Opening/Closing Date	03/08/21 - 04/07/21
Credit Limit	\$28,000
Available Credit	\$22,516
Cash Access Line	\$1,400
Available for Cash	\$1,400
<b>Past Due Amount</b>	<b>\$0.00</b>
<b>Balance over the Credit Limit</b>	<b>\$0.00</b>

ALL SYS - 503-000-084-000  
 UTILITY DEPT.

APR 12 2021

RECEIVED

4-13-21

0000001 FIS33339 C 1  
 0309

N Z 07 21/04/07

Page 1 of 2

05688 MA DA 41802

09710000010464180201



P.O. BOX 15123  
 WILMINGTON, DE 19850-5123  
 For Undeliverable Mail Only

Make your payment at  
[chase.com/paycard](http://chase.com/paycard)

Payment Due Date: 05/01/21  
 New Balance: \$5,483.08  
 Minimum Payment: \$54.00

Account number: 4798 6091 0244 9747

\$ \_\_\_\_\_ Amount Enclosed  
 Make/Mail to Chase Card Services at the address below:

41802 BEX Z 09721 C  
 GREG TATARA  
 MHOG SEWER & WATER AUTH  
 2911 DORR RD  
 BRIGHTON MI 48116-9436



CARDMEMBER SERVICE  
 PO BOX 6294  
 CAROL STREAM IL 60197-6294



⑆ 5000 160 28⑆ 9869 10 24497478⑈





# ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
04/01	FIRE HOSE DIRECT MOOREVILLE NC <i>MHOG</i>	-396.80
03/16	HARBOR FREIGHT TOOLS 630 HOWELL MI <i>DPW tools</i>	90.09 ✓
03/17	FIRE HOSE DIRECT 888-975-0858 NC <i>MHOG</i>	466.82 ✓
03/23	FIRE HOSE DIRECT 888-975-0858 NC <i>MHOG</i> DAVE ESTRADA TRANSACTIONS THIS CYCLE (CARD 4124) \$581.59	421.48 ✓
03/09	DUNHAMS 051 HOWELL MI <i>DPW - safety</i>	55.11 ✓
03/15	STATE EGLE EVENTS 517-3353153 MI <i>DPW - prof dev.</i>	40.00 ✓
03/30	MI SECTION AWWA 517-2922912 MI <i>DPW - prof dev.</i>	132.00 ✓
03/31	Amazon.com*JV03I1UT3 Amzn.com/bill WA <i>MHOG</i>	89.95 ✓
04/04	AMZN Mktp US*VU59D7VX3 Amzn.com/bill WA <i>MHOG</i> ALEX CHIMPOURAS TRANSACTIONS THIS CYCLE (CARD 2501) \$343.05	25.99 ✓
03/10	AMZN Mktp US*679ZZ77Q3 Amzn.com/bill WA <i>G.O</i>	41.18 ✓
03/11	Amazon.com*462W71WQ3 Amzn.com/bill WA <i>G.O</i>	75.44 ✓
03/17	AMZN Mktp US*4145G5PZ3 Amzn.com/bill WA <i>G.O</i>	65.80 ✓
03/23	INDECO-KH 713-9283181 TX <i>G.O</i>	849.02 ✓
03/23	AUTOMATIONDIRECT.COM 770-889-7588 GA <i>G.O</i> JAMES AULETTE TRANSACTIONS THIS CYCLE (CARD 7653) \$1216.44	185.00 ✓
03/16	TRAFFIC MANAGEMENT DETRO SOUTHFIELD MI <i>G.O</i>	-208.00
03/19	Payment ThankYou Image Check	-5,753.77
03/15	AMZN Mktp US*G28PT9233 Amzn.com/bill WA <i>DPW - office</i>	12.34 ✓
03/22	DMI* DELL HLTHCR/REL 800-274-1550 TX <i>DPW office</i>	132.99 ✓
03/22	DMI* DELL HLTHCR/REL 800-274-1550 TX <i>DPW office</i>	815.70 ✓
03/29	LOGMEIN*GoToConnect logmein.com UT <i>MHOG</i>	1,993.00 ✓
03/28	Amazon.com*3U7NG7A33 Amzn.com/bill WA <i>MHOG</i>	529.99 ✓
04/04	RINGCENTRAL, INC 650-4724100 CA <i>DPW phone</i> GREG TATARA TRANSACTIONS THIS CYCLE (CARD 9747) \$2411.77- INCLUDING PAYMENTS RECEIVED	65.98 -

2021 Totals Year-to-Date	
Total fees charged in 2021	\$0.00
Total interest charged in 2021	\$0.00

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

## 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	13.24%(v)(d)	- 0 -	- 0 -
<b>CASH ADVANCES</b>			
Cash Advances	24.99%(v)(d)	- 0 -	- 0 -
<b>BALANCE TRANSFERS</b>			
Balance Transfer	13.24%(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.

\*Includes interest charges on Late or Return Payment fees.

\*\*This My Chase Loan has expired. Interest will continue to accrue on this My Chase Loan balance until it is paid in full.

**GENOA CHARTER TOWNSHIP BOARD**  
**Regular Meeting/Public Hearing**  
**March 15, 2021**

Rogers - Due to Michigan Department of Health and Human Services requirements, this meeting will be held virtually. The public may participate in the meeting/public hearing through Zoom access by computer and smart phone. A link will be posted at [genoa.org](http://genoa.org). Please email [info@genoa.org](mailto:info@genoa.org) or call (810) 227-5225 if you have questions.

**MINUTES**

Supervisor Rogers called the virtual Public Hearing and Regular Meeting of the Genoa Charter Township Board to order at 6:30 p.m. from the Township Hall with others remotely in the Township. The Pledge of Allegiance was then said. The following members were present for the roll call meeting, either at home or the township office, 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 no persons in the audience.

A Call to the Public was made with no response and will be open for the continuation of the meeting.

**Consent Agenda:**

Moved by Hunt and supported by Lowe to approve all items listed under the Consent Agenda, moving approval of the Feb. 15, 2021 minutes to the regular agenda for further discussion, as requested. The motion carried unanimously.

**1. Payment of Bills.**

**2. Request to Approve Minutes: February 15, 2021 and March 1, 2021**

**3. Request to approve a proposal from Dell for the purchase of four new workstations and one new laptop for \$2,507.34.**

**Regular Agenda:**

Moved by Mortensen and supported by Ledford to approve for action all items listed under the Regular Agenda with the addition of the Minutes from February 15, 2021, as requested. The motion carried unanimously

**Note: The following comments were received from residents opposed to the site plan for Catholic Healthcare International along Chilson Road that was approved by the Planning Commission and recommended to the Board for approval. Calls from the public began to come into the Board as follows:**

- Robert and Debra Jones – 3553 Westphal – We oppose the Padre Pio Chapel that was approved by the Planning Commission. Please listen to your residents.
- Jim McArdle – 2581 Fishbeck – I oppose the project. It is not consistent with surrounding land uses.
- Jacob Bogan - 5790 Pinckney – I oppose the project. School traffic is already an issue. We are a zoned residential community with enough traffic problems. The Church promised a prayer Center, however their website includes three phases. They also began construction prior to receiving approval. They have already violated Township Rules and they have a flyer on site that represents Phase 2.
- Lynn and Robert Lagana – 3710 Westphal – We oppose the project and would like to be present when a meeting can be called in person. The location is inappropriate. Please cancel the zoom meeting that is scheduled.
- Linda Holland – 3023 Pardee – The applicant is providing conflicting information and it is proposed for the wrong location. We are in a rural area and oppose the project.
- Debra Jones – 3553 Westphal – All the neighbors are opposed and zoom is not a good format for public input. Please pause this project.
- Mike Williams – 3654 Westphal – This is a wrong location – an area of private homes and zoom is an ineffective format. I oppose the project.
- Debra Beattie – 3809 Chilson - The project should be tabled until in-person meetings are allowed. There was opposition at the Planning Commission with a 4 to 3 vote.
- Linda Wolney – 3591 Westphal – I oppose the project. We are up in arms. Listen to your constituents. This is only Phase I and the property is zoned Country Estates. They are breaking ground on May 25<sup>th</sup> and they do not have approval as yet.
- Dawn Williams – 3564 Westphal – Do any of the board members live in this area. The next meeting should be in person. We sat through a four-hour meeting with the Planning Commission. We are opposed. Please hold off on the April meeting until we can meet in person.
- Melanie Johnson – 3990 Chilson – Everyone is turning in my driveway. There are 275,000 visitors a year and Indian River Cross in the Woods. Questions at the Planning Commission have not been answered. Jill Rickard asked for a site plan of the entire property.

- Eric Rauch asked about decibel levels especially before 9:00 a.m. and an estimate of the potential number of visitors to the Shrine. This project is not a “nice” tiny chapel. Lives will be disruptive and will not keep this place of prayer and peacefulness that it is today. The hourly bell ringing is a problem. Respect our zoning. I oppose.
- Kim Park – 2935 Westphal – I oppose this project.
- John Walbank - 2899 Pardee – I oppose
- Duane Johnson – Asked that his name be added to those opposed.
- Daena Nicholas – 4569 Oak Pointe – Raised concerns about traffic and the number of children in the area. Please table this meeting until we can meet in person.
- Melanie Johnson – The relics of Padre Pio were on display in Saginaw, MI and more than 5,000 people visited the site.
- Karen McCardle – 3125 Fishbeck – Her family moved here for the country feel and dark skies. The area is not appropriate for a church and this project is intended to grow.
- Jim Brancheau – 3611 Westphal – I am opposed to project and have been circulating petitions and only one person has expressed support for the proposal.
- Michael Archinal – This petition is on the Agenda this evening. It will be discussed sometime in the future. Residents should send correspondence and emails concerning this issue when it is discussed at another board meeting.
- Debra Jones – 3553 Westphal - is opposed to the 2% pay increase.
- Linda Wolney – 3591 Westphal – When we moved here, the sky was dark. Now we can see the night glow from 3 Fires School. This church will light up the sky too. We are against this project. We need to be heard. Listen to your constituents.

## **2. Request to Approve Minutes: February 15, 2021**

Moved by Hunt and supported by Lowe to approve the Minutes of the Feb. 15, 2021 Regular Meeting of the Board adding – “Also, to approve a \$12.00 increase for refuse collection and disposal to the 2021-2022 December Tax Bill to cover a portion of the cost of recycling.” The motion carried unanimously.

## **4. Request for approval of an amendment to Township budgets 101, 212, 261, 264, 270, and 271 for the Fiscal Year ending March 31, 2021.**

Moved by Hunt and supported by Lowe to approve the amended budgets with minor changes as requested by Skolarus. The motion carried unanimously. *Note: Corrected copies will be provided at the next regular meeting of the board.*

Moved by Hunt and supported by Lowe to approve the corrected and amended Township budgets as requested. The motion carried unanimously.

**5. Public hearing related to budgets 101, 212, 261, 264, 270, and 271 for Fiscal Year beginning April 1, 2021 and commencing March 31, 2022 as requested by Skolarus.**

Moved by Hunt and supported by Lowe to correct the Agenda related to Township budgets for fiscal year 2021/2022: Adding Trustees to item C; adding Planning Commission, and Zoning Board of Appeals members to Item D and removing Item E from the . The amended Agenda was voted and carried unanimously.

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

B. Board discussion

Minor changes were made to the line items on the budgets. Corrected copies will be provided at the next regular meeting of the board with those changes.

**C. Disposition of salaries for elected officials with 2% increase for the Supervisor, the Treasurer, Clerk and Trustees.**

Moved by Ledford and supported by Hunt to withhold a pay increase for the Clerk Polly Skolarus in the 2021 budget on the grounds of her irresponsible behavior, abuse of her office, malfeasance, and putting the integrity of the township at risk and further, that all pay increases be denied for the remainder of her term or until the date of her resignation, whichever occurs first. The motion carried as follows: Ayes – Ledford, Croft, Hunt, Rogers. Nay – Mortensen and Lowe. Skolarus – Abstain. I would like to make a comment please. I worked hard for this Township for many years. I pride myself on the elections that have been run in my office with honesty and integrity and I am surprised by Jean Ledford's comments and I am saddened by it. Thank you.

**D. Disposition of a 2% salary increase for all staff, Planning Commission Members, and Zoning Board of Appeals.**

Moved by Lowe and supported by Mortensen to approve the pay increase as recommended. The motion carried unanimously.

**E. Deleted - Disposition of a \$12.00 increase in refuse collection and disposal with the cost levied on the December 2021 Winter Tax Bill.**

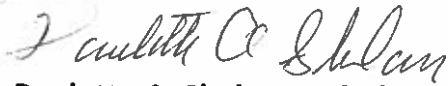
**F. Disposition of budgets 101, 212, 261, 264, 270, and 271 as requested.**

Moved by Ledford and supported by Mortensen approve budgets 101, 212, 261, 264, 270, 271 as requested. The motion carried unanimously.

**6. Request for approval of the following Debt Service Fund Budgets for the Fiscal Year ending March 31, 2022: Fund 852, 859, 872, and 873 as provided by Treasurer Hunt.**

Moved by Lowe and supported by Ledford to approve the Debt Service Fund Budgets as requested. The motion carried unanimously.

Moved by Hunt and supported by Lowe to adjourn the public hearing and regular meeting of the board at 8:10 p.m.



**Paulette A. Skolarus, Clerk  
Genoa Charter Township**

**Bill Rogers, Supervisor  
Genoa Charter Township**

**GENOA CHARTER TOWNSHIP BOARD**  
**Special Meeting/Public Hearing - Virtual**  
**March 29, 2021**

**MINUTES**

Rogers - Due to Michigan Department of Health and Human Services requirements, this meeting will be held virtually. The public may participate in the meeting/public hearing through Zoom access by computer and smartphone. A link will be posted at genoa.org. Please email info@genoa.org or call (810) 227-5225 if you have questions.

Supervisor Rogers called the virtual Public Hearing and Regular Meeting of the Genoa Charter Township Board to order at 6:30 p.m. from the Township Hall with others remotely in the Township. The Pledge of Allegiance was then said. The following members were present for the roll call meeting, either at home or the township office, 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 no persons in the audience.

A Call to the Public was made with no response. The Call to the Public will be open for the continuation of the meeting.

**Regular Agenda:**

Moved by Mortenson and supported by Ledford to approve for action Public Hearing and Resolution 210329 as requested. The motion carried unanimously.

**1. Public hearing and consideration of Resolution 210329 supporting the Michigan Natural Resources Trust Fund (MNRTF) grant application and related financial commitment in an amount not to exceed \$300,000 for acquisition of land adjacent to the existing Township Park consisting of approximately 90 acres of property (parcel ID #s 4711-14-300-018, 4711-14-400-006 and 4711-23-100-001) located along the north and south sides of Crooked Lake Road, south/southwest of I-96, east of Dorr Road, and north of Challis Road.**

**a. Public Hearing on MNRTF Acquisition Grant Application**

A call to the Public was made with no response.

**b. Consideration of Resolution 210329 (Roll Call)**

Moved by Lowe and supported by Mortenson to approve Resolution No. 210329 correcting the parcel number on the resolution to read 4711-14-400-006. The motion carried by roll call vote as follows: Ayes – Ledford, Croft, Hunt, Lowe, Mortenson, Skolarus and Rogers. Nay – None. Absent – None.

Moved by Hunt and supported by Lowe to adjourn the Public Hearing at 6:45 p.m.



Paulette A. Skolarus, Clerk  
Genoa Charter Township



Bill Rogers, Supervisor  
Genoa Charter Township



GENOA CHARTER TOWNSHIP BOARD  
Regular Meeting/Public Hearing  
April 5, 2021

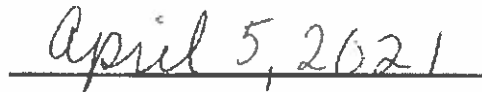
MINUTES

Supervisor Rogers called the virtual Public Hearing and Regular Meeting of the Genoa Charter Township Board to order at 6:30 p.m. from the Township Hall. The Pledge of Allegiance was then said. The following members were present for the roll call meeting, at the township office, constituting a quorum for the transaction of business: Bill Rogers, Jean Ledford, Terry Croft, Jim Mortensen and Diana Lowe. Also present were Township Attorney Joe Seward, Manager Michael Archinal and 52 persons in the audience. It is the intention of the Board to try to locate larger facilities to accommodate the people in attendance. The facility needs to hold at least 50 plus people. The meeting may take place the 19<sup>th</sup> of April or the 5<sup>th</sup> of May.

Jim Mortensen motioned to adjourn Diana Lowe supported. Adjourned 6:32 pm.



Denise Schniers



Date

**RESOLUTION**

**NO: 210419**

**GENOA CHARTER TOWNSHIP**

**DATE: April 19, 2021**

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**RESOLUTION AUTHORIZING GENOA CHARTER TOWNSHIP TO DECLARE A LOCAL STATE OF EMERGENCY.**

**WHEREAS,** Genoa Charter Township has been impacted by the Novel Coronavirus (COVID-19), a respiratory disease that can result in serious illness or death; and

**WHEREAS,** Genoa Charter Township must be able to continue government and business operations safely, without posing a danger to the public or county officials; and

**WHEREAS,** On October 16, 2020 Senate Bill 1108 extended the ability to hold public meetings electronically / virtually through December 31, 2020 and retroactively from March 18, 2020;

**WHEREAS,** Senate Bill 1108 further states that between January 1, 2021 and December 31, 2021, public meetings may be held electronically / virtually if there is declared a statewide or local state of emergency or state of disaster as described in section 3(2); and,

**WHEREAS,** On December 23, 2020, Michigan Governor Gretchen Whitmer signed into law Senate Bill 1246, extending the authority for public bodies to conduct electronic "virtual" meetings for any reason through March 31, 2021.; and

**WHEREAS,** Senate Bill 1246 has not been amended and expired on March 31, 2021; and

**WHEREAS,** Livingston County, as of April 12, 2021, has experienced 13,916 confirmed cases of COVID 19; 158 confirmed COVID 19 related deaths; and cases are expected to continue through spring of 2021; and

**THEREFORE BE IT RESOLVED** that the Genoa Charter Township Board of Trustees hereby authorizes a Local Declaration of Emergency in order to protect the safety, health, and wellbeing of the public and government officials while conducting business utilizing an electronic / virtual platform to hold public meetings, and meet the requirements of the Michigan Open Meetings Act.

**BE IT FURTHER RESOLVED** the Clerk of the Board of Trustees be authorized to certify this Local Declaration of Emergency Resolution for Genoa Charter Township. The Local Declaration will cover all local jurisdictions within Genoa Charter Township to conduct public meetings utilizing electric / virtual platforms. This Signed Local Declaration Resolution shall be submitted to Michigan State Police Emergency Management Division by the Township Clerk and filed with the Livingston County Clerk's Office.

**BE IT FURTHER RESOLVED** that due to the prolonged nature of this event, this emergency declaration may remain in effect until June 30, 2021 or when the Board acts to terminate or extend the state of emergency.

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# # #

**MOVED:**  
**SECONDED:**  
**CARRIED:**

**CLERK'S CERTIFICATE**

The undersigned, being the duly qualified and Clerk of Genoa Charter Township, Livingston County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board at a Regular Board meeting held on April 19, 2021 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.

---

Paulette Skolarus, Clerk  
Genoa Charter Township  
Date: April 19, 2021

# MEMORANDUM

**TO:** Township Board  
**FROM:** Michael Archinal   
**DATE:** 4/15/2021  
**RE:** Township Hall Path Replacement

For your consideration this evening is a proposal from Concrete Construction for the removal and replacement of the path around the Township Park. This project was included in the approved FY 2020/2021 Budget. The proposal includes the installation of new path between the Fire Hall and the existing Township Park path. For this reason, it is approximately \$4,000 more than the budget amount.

There is a section of existing asphalt path on the far side of the north field that will be removed but not replaced. Future plans for property to the east will impact the route of this section so installation at this time is not recommended. Please consider the following action:

Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve a proposal from Concrete Construction for the removal of the existing 8' asphalt path and the installation of 8' concrete path at the Township Park.

# CONCRETE CONSTRUCTION, INC.

## Proposal

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

10/07/2020  
 Mike Archinal  
 Genoa Charter Township  
 Brighton MI  
 Good 11/01/2021  
 PROJECT  
 Remove and replace walking path

Mike Archinal

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

		QUANT.	UNIT PRICE	PRICE
CONCRETE MEZZANINE	SQ. FT.	0	\$0.00	\$0.00
4" CONCRETE FLOORS	SQ. FT.	0	\$0.00	\$0.00
6" CONCRETE FLOORS	SQ. FT.	0	\$0.00	\$0.00
REMOVE ONLY 8' X 220' PATH	SQ. FT.	1760	\$1.67	\$2,939.21
4" NON REINFORCED SIDEWALK	SQ. FT.	24240	\$7.31	\$177,242.40
INSTALL NEW WALK TO FIRE STATIC	SQ. FT.	2416	\$5.77	\$13,928.51
6" CONCRETE PAVING	SQ. FT.	0	\$0.00	\$0.00
MOUNTABLE CURB AND GUTTER	LN. FT.	0	\$0.00	\$0.00
B-2 CURB AND GUTTER	LN. FT.	0	\$0.00	\$0.00
M-OPENING	LN. FT.	0	\$0.00	\$0.00
TRUCK WELL	SQ. FT.	0	\$0.00	\$0.00
			<b>Total</b>	<b>\$194,110.13</b>

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

**Included**

- Remove existing Asphalt path
- Replace path with 4" concrete path 8' wide
- One coat of curing compound
- Broom finish all exterior concrete
- Back fill and restore edges of walk seed and mulch
- Concrete to be MDOT P1 mix 3500 psi
- Barricades
- Strip sod and install sand base under new walk leave spoils on site and grade off

**Excluded**

- Permits and or testing
- Repairs of any unforeseen circumstance hidden under existing

We propose to furnish material and labor, complete in accordance with above specifications, for the sum of..... \$194,110.13 Dollars

Payments to be made as follows: NET, TENTH OF THE MONTH FOLLOWING COMPLETED WORK (PARTIAL OR FULL) RETENTION'S HELD OVER 60 DAYS FROM COMPLETED WORK WILL BE SUBJECT TO A FINANCE CHARGE OF 12% ANNUAL INTEREST RATE AND THE AMOUNT SHALL BECOME APART OF THIS AGREEMENT.

Contractor's signature: \_\_\_\_\_

Date:


Work shall not commence without a signed agreement and copy of Notice Of Commencement.

Acceptance of proposal - The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Owner's signature: \_\_\_\_\_

Date:

# MEMORANDUM

TO: Township Board  
FROM: Michael Archinal   
DATE: 4/15/2021  
RE: Kellogg Road and Storm Sewer Engineering Design Proposal  
Township Hall Turning Lane Engineering Design Proposal

For your consideration this evening are two road related proposals for projects that are included in the FY 2021/2022 Budget. Because these projects are outside the normal scope of the Road Commission's Pavement Improvement Plan and gravel road improvements they have asked that we pursue engineering design to accommodate traffic and drainage considerations. Please consider the following actions:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve a proposal from Tetra Tech in the amount of \$22,000 for engineering design services related to Kellogg Road Improvements (2021).**

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve a proposal from Tetra Tech in the amount of \$4,000 for engineering design services related to Township Hall turning lane installation (2021).**



April 5, 2021

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

**Re: Kellogg Road and Township Hall Turn Lane; Road and Storm Sewer Improvements  
Design Engineering Proposal**

Dear Mr. Archinal:

Pursuant to our recent discussion, Tetra Tech is pleased to provide this proposal to prepare design and bidding documents for the paving and storm improvements for approximately 800 feet of Kellogg Road from Grand River to the entrance drive to Courtland Condominium development and for the addition of a right turn lane at the entrance to the Township Hall parcel on Dorr Road. In our review of the project area it appears that Kellogg Road may need to be a curbed section in some areas to direct stormwater to the existing private systems on each side of the road. These systems should be designed to accommodate the road runoff and should not require additional improvements. The road improvements would consist of adding aggregate base as required to the existing gravel surface and then installing a hot mix asphalt surface. The road would be constructed to a two-lane cross section with either a 2-foot gravel shoulder or concrete curb and gutter where the extent of the grading needs to be mitigated. Ditch grading would be necessary to direct the stormwater to the existing storm sewer catch basins. The design documents would be submitted to the LCRC for review and approval prior to bidding.

The turn lane at the Township Hall will require filling of the existing ditch and relocating the ditch further east on the Township parcel. Gravel base and a hot mix asphalt section would then be constructed inclusive of a 2-foot gravel shoulder. The turn lane would extend approximately 100 feet south of the existing lane and then taper back to the travel surface. The design documents would be included with the Kellogg Road improvements to attempt to take advantage of the scale of the project to receive acceptable bids.

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

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

## SCOPE OF WORK

### *Design & Surveying Phase*

- Prepare base mapping by obtaining topographic survey, right-of-way, and utility information for the project area. The base plans will include approximately 800 feet of Kellogg Road and 300 feet of Dorr Road.
- Perform hydraulic calculations for the design of the storm collection system and determine its impact on the adjacent private stormwater systems.
- The scope of work does not include any modifications to the private storm nor any detention or retention design.
- Engage a geotechnical subconsultant to obtain soil information via hand augers for the storm sewer and road improvements on Kellogg Road. It is anticipated that three hand augers will be obtained and analyzed.
- Prepare plans and review with Township and LCRC staff at 60% and 95% stages of development. The plans will include the proposed road improvements, the routing of the new storm sewer and information obtained from the utility and survey scope of services.
- Prepare a preliminary opinion of probable construction cost at the different design stages.
- Attend up to three meetings to review the project progress and present the project to the Township Board.

### *Bidding and Construction Phases*

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

## SCHEDULE

Presented below is the proposed schedule for the project.

### *Milestones Schedule*

Preliminary Design and Topographic Survey	April 2021
Final Design and Permitting	June 2021
Bidding & Contracting	July 2021
Construction	August – September 2021



Mr. Mike Archinal  
Kellogg Road and Township Hall Turn Lane  
Design Engineering Proposal  
April 5, 2021  
Page 3

**BUDGET**

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

	<b>Kellogg Road</b>	<b>Twp Hall Turn Lane</b>
Topographic Survey	\$3,000	\$1,600
Geotechnical Investigation	\$4,000	\$0
Design	\$15,000	\$2,400
Total Design Phase	\$22,000	\$4,000

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

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

Sincerely,



Gary J. Markstrom, P.E.  
Vice President

Enclosure

**PROPOSAL ACCEPTED GENOA TOWNSHIP**

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

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

March 30, 2021

To: Genoa Charter Township Board

From: Polly Skolarus, Clerk

Subject: Summons to appear in court regarding Nov. 3, 2020 General Election

- The Livingston County Board of Canvassers called for a review of the Absent Voter Counting Board #2 at the County Courthouse on Nov. 9, 2020
- 1300 ballots were discovered in a canvas bag labeled *Official Ballot Bag*
- The canvas bag was signed and sealed along with the four separate ballot containers with approximately 8,000 ballots
- The canvas bags were usually used to hold the signed ballot envelopes from the election
- The Livingston county Board of Canvassers determined that the ballots from absent voter counting board No. 2 could not be re-tabulated because they were not sealed properly in the County Approved containers
- County Clerk Elizabeth Hundley sent the Minutes of that meeting to Prosecuting Attorney David Reader
- The Prosecuting Attorney then contacted the Michigan State Police who were asked to review the matter by contacting persons who worked the election

Attached are the following documents:

1. Picture of seals on the ballot bag for A.V. Counting Board #2
2. Picture of "Official Ballot Bag"
3. Picture of metal ballot container
4. Picture of seals on the metal ballot container
5. Language from pages 184, 185 and 194 (2001 election law)

When the Clerk's name is on the ballot State Law limits the interaction with me and the absent voter counting board. I did greet my election officials and welcomed them to the office. I did speak with them when they encountered problems. I was not aware that they placed ballots in a canvas bag. The Receiving Board looked at four ballot containers without ever realizing that ballots were also placed in a canvass bag.

In my 36 years as Clerk of Genoa Township, I pride myself on running secure elections and never allowing our residents to wait in long lines to vote. I do not believe any of my election officials were at fault as they have worked for me for decades.

The cost for Criminal Defense is not covered by our insurance carrier MMRMA. The firm of Seward/Henderson does engage in criminal law. Enclosed is memo from Joe Seward advising me that this is a very serious matter and I will need Criminal Defense.

Joe Seward advised me that a Criminal Defense Lawyer will charge between \$5,000.00 and \$10,000.00 to defend me. I am asking for a maximum contribution of \$5,000.00 from Genoa Township for my defense. Robin Hunt did state at the last Administrative Meeting that she will not be in attendance at the April 5, 2021 meeting, but felt it was appropriate. Bill Rogers asked that I contact Joe Seward and provide additional information to the board as to cost.

**Sealing Containers**

There are several different styles of ballot containers, but all of them have some common features. They must contain **all voted ballots**, the **Spoiled Ballot Envelope**, and the **Original Ballot envelope** (if any ballots had to be duplicated).

They must then be sealed properly with a **green ballot container certificate** that has been signed by two Election Inspectors of different political parties.

Remove all ballots from the **ballot box**, and put them in the **ballot container**. Place the envelopes containing Spoiled Ballots and Duplicated Ballots in the ballot container alongside the ballots. Seal the ballot container so that no ballots can be placed into the ballot container without breaking or damaging the seal.

Two election inspectors, one Republican and one Democrat, must record the **ballot container seal number** on the **back page** of the poll book.

**!** Seal all large envelopes with Red Paper seals, signed by two Election Inspectors of different political parties.

### BALLOT CONTAINER CERTIFICATE

Date of Election: \_\_\_\_\_

City, Township or Village \_\_\_\_\_ Ward / Precinct # \_\_\_\_\_

**This ballot container contains:**

Voted Ballots       Spoiled Ballot Envelope

Unvoted Ballots       Original Ballot Envelope

We, the undersigned members of the Board of Election Inspectors, certify that the ballot container was properly sealed by affixing seal # \_\_\_\_\_

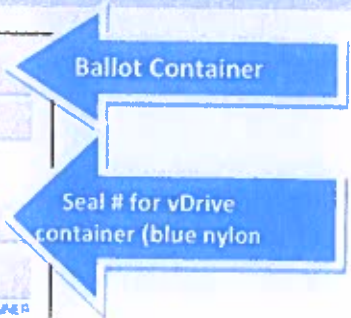
**X** \_\_\_\_\_ **X** \_\_\_\_\_  
 Signature of member who sealed/verified the ballot container      Signature of member who sealed/verified the ballot container.

FORM NO. #556 (6/15) PRINTING SYSTEMS, INC. • (800) 86-12345

By signing below we, the undersigned members of the Board of Election Inspectors, certify that all ballots delivered to the Board were properly sealed into an approved **BALLOT STORAGE CONTAINER** by affixing seal(s) \_\_\_\_\_ No \_\_\_\_\_

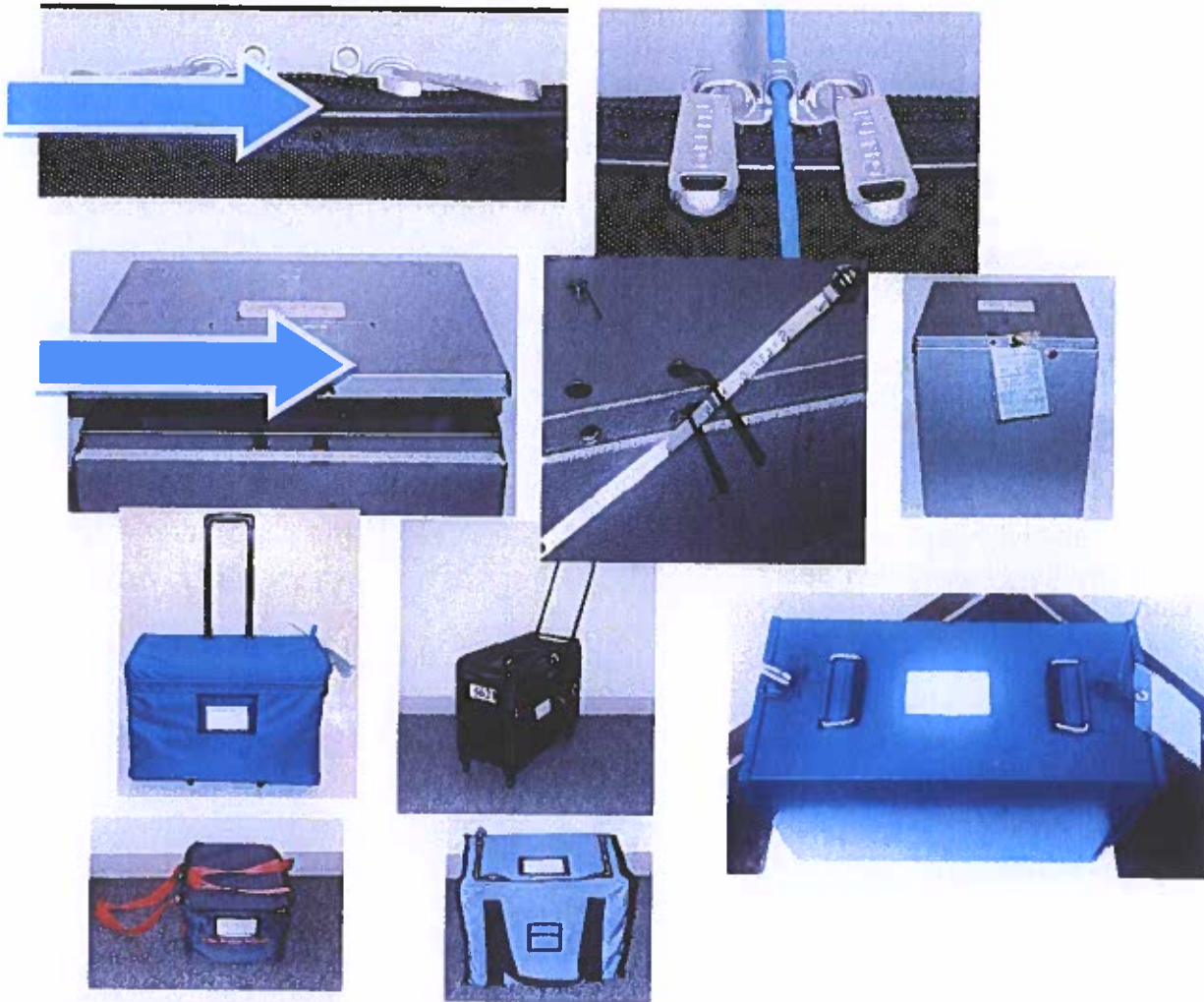
We further certify that the Big Tabulator Program (Memory Card/ROM Pack) has been removed from the tabulator if it was properly sealed in an approved **TRANSFER CONTAINER** bag by affixing seal \_\_\_\_\_ No \_\_\_\_\_

**X** \_\_\_\_\_ **X** \_\_\_\_\_  
 Signature of member who sealed/verified the **BALLOT STORAGE CONTAINER** and **TRANSFER PROGRAM TRANSFER CONTAINER** bag      Signature of member who sealed/verified the **BALLOT STORAGE CONTAINER** and **TRANSFER PROGRAM TRANSFER CONTAINER** bag





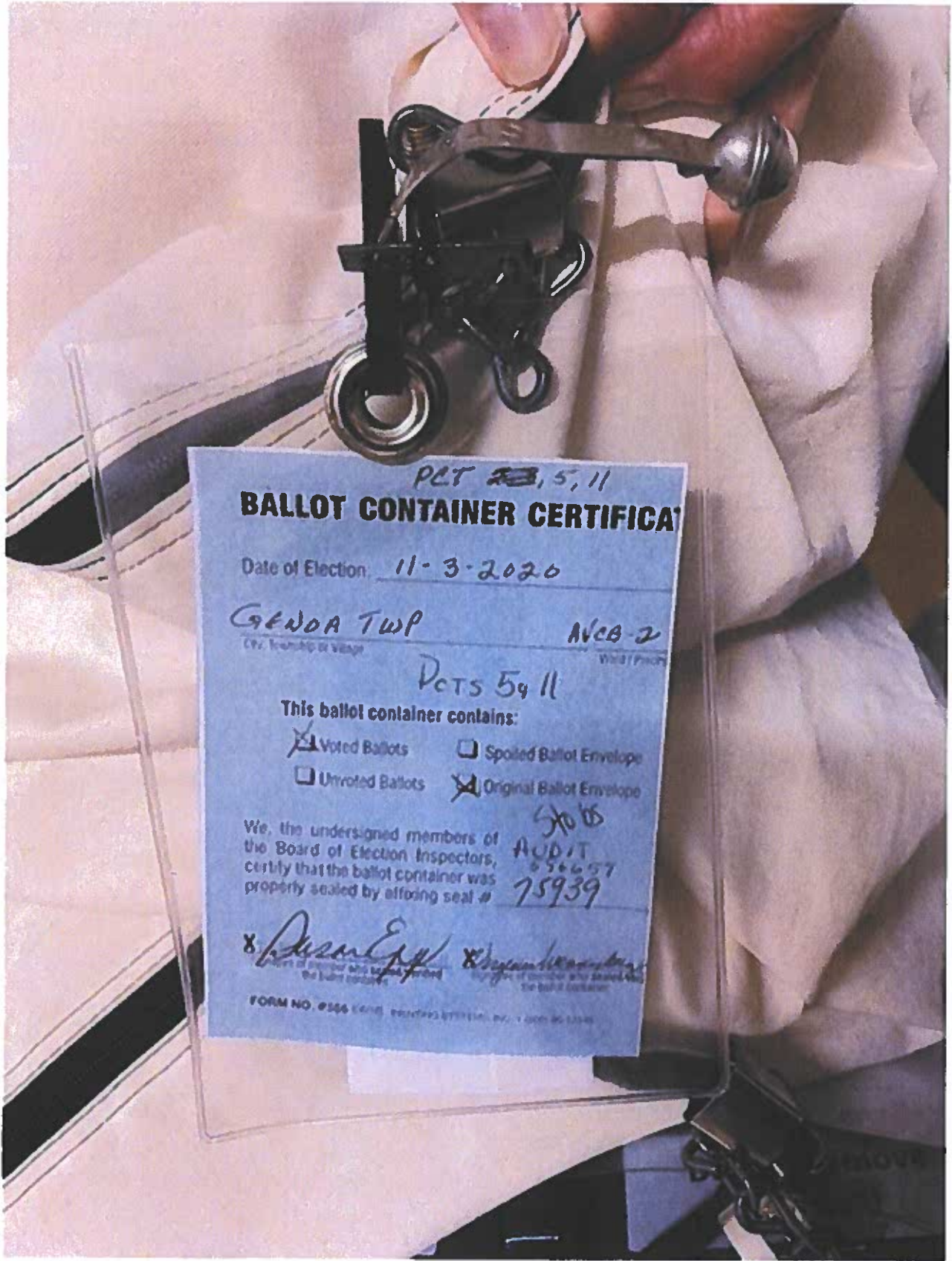
Two common types of ballot containers are either a) blue canvass bag with interlocking zippers, or b) a square metal container. A blue plastic seal can be used for either container. For the canvass bag, this type of seal should go through both eyelets, as seen below. For the metal container, a blue plastic seal can be used to secure the lid, so long as it is synched tightly so that the lid cannot be opened. A flat metal seal should be used, along with a metal horseshoe attachment, as pictured below.



### Signature Requirements

Election Inspectors are required to verify and sign in multiple places in the paper copy of the poll book. Remember to sign all of the following:

- Front cover of the poll book, if **administering the Oath of Office** (Chair)
- Front cover of the poll book, after **taking the Oath of Office**
- The bottom of the **Zero Report Tape**, if present for the opening of the polls
- **All three** Totals Report Tapes, if present at the end of the night
- All **ballot container** certificates (Republican and Democrat)
- **Back cover** of the poll book to verify seal numbers (Republican and Democrat)
- **Back cover** of the poll book, if present at the close of polls



*PCT 23, 5, 11*

### BALLOT CONTAINER CERTIFICATE

Date of Election: 11-3-2020

GENOA TWP NCB-2

(City, Township or Village) (Ward/Precinct)

PCTS 59 11

**This ballot container contains:**

Voted Ballots       Spoiled Ballot Envelope  
 Unvoted Ballots       Original Ballot Envelope

We, the undersigned members of the Board of Election Inspectors, certify that the ballot container was properly sealed by affixing seal # 5910  
AUDIT  
54657  
75939

*[Signature]*      *[Signature]*  
Member of Board who sealed the ballot container      Member of Board who sealed the ballot container

FORM NO. 9566 (10/18) ©2018 ETS SYSTEMS, INC. 1 (800) 85-1330



Mary Krencicki

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**From:** Polly  
**Sent:** Tuesday, March 23, 2021 2:11 PM  
**To:** Mary Krencicki



# **Board Correspondence**

## Kelly VanMarter

---

**From:** Scott Tousignant <scottt@bosseng.com>  
**Sent:** Wednesday, April 14, 2021 12:26 PM  
**To:** Kelly VanMarter  
**Cc:** Jere Palazzolo; aoreilly; 'Rev. Timothy Nelson'  
**Subject:** Catholic Healthcare International Twp Board Mtg

Good afternoon Kelly,

As a representative/agent for the Catholic Healthcare International project located on Chilson Road, we would like to request being placed on the May 3<sup>rd</sup> Township Board meeting instead of the April 19<sup>th</sup> Township board meeting. It is anticipated that this will aid in the Townships ability to more fluidly make a Declaration of Emergency as it relates to allowing virtual public meetings to take place due to the lack of availability of surrounding larger venues to host a larger meeting. We will await to hear from you regarding being placed on the May 3<sup>rd</sup> agenda.

Additionally as a side note, Catholic Healthcare International continues to receive feedback and hear commentary from the public regarding this property/project. In order to provide further clarity in a public manner beyond the public Township meetings, Catholic Healthcare International has created an additional webpage dedicated to discussing this property. There are commonly brought up questions and concerns that are answered and clarified on this webpage and CHI hopes this aides in providing all the insight possible for the public as well as members of the Township Board. Following is the link to this webpage. <https://www.chi-usa.com/mi-campus/facts/> If it is possible to include this webpage in any feasible manner on the May 3<sup>rd</sup> packet, that may be helpful. Or at the least, maybe it can be distributed to the Board members as an addition to the packet submitted originally.

Thanks,



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Engineers / Surveyors / Planners / Landscape Architects

Thanks for your time and consideration during our phone conversation today. Please see the facts below, present situation, and suggested solutions..

We have lived at [REDACTED] Mountain Road in Mystic sub since 1989. For some perspective of change since then, there was a blinker light at Main street and Grand River-and it was perfectly adequate! We live next door to the previous home of Becky Cook and Mark-moved in same time. We actually looked at each other's homes.. (to decide) Brad Zimmerman has moved in to the old Cooks home (with Gwen), and is a great neighbor, and they take care of their property in an exemplary manner-and Own a Corporation which involves coaching CEOs to understand cultures and how to effectively communicate. This seems timely.. I was a Business Consultant and Marketing Expert, with business turnarounds etc.. Retired 2012.

Specific situation:

Mystics roads have a 20 year life as set up, and presently are over 40 years old.. Thus, it's very embarrassing to have company, who always complain. From Sundance corner past our house for several homes, it looks like a nuclear bomb struck it (maybe hyperbole, but not much)-and another area down

Mountain about half way the same . Twisted and broken bones walking, tires that last 15M miles, front end alignments that last 6 months, etc are hidden costs of living here.. Not to mention poor visual optics.. Poor roads lead to poor yards, then roofs, declining values, and inevitably increased crime..

So, years back a concerned group suggested that we correct this.. There was a core of 25-30 then feeling strongly about it.. We found many wanted exotic concrete and curb solutions that would result in a assessment of \$12-14M each.. Upfront or over time-each homes choice.. Many complained about this, and were concerned traffic in building Copperleaf would just mess up again.. Done now. Sundance was damaged just like in front of our home, and were getting much pressure to Genoa to correct from Stonegate folks . Home I remember sub names correctly. A solution was proposed for \$7M prox, and easily was supported and done in 2 weeks. I actually think asphalt looks better with this lovely natural property.. Most say concrete ok, if not upcharges..

So, the 105-110 homes prox in Mystic, reduced to about 80 now.. You would know specifics better than me.. (after Sundance peeled off for paving purposes)..

Last discussion a few years back suggested 11M prox, including engineering known flaws around my home and the area half way back. This is because of less density and larger lots..

Current situation:

Request 1

Please communicate with the county the need to patch carefully around my home and Zimmerman's, and half way down Mt. THE MAJOR PROBLEM AREAS. And as needed elsewhere.

Request 2

I think the real solution is to model Park Townships solution to this same issue in their area.. Essentially the millage was increased by 200-300 a year for the average home.. It must be recognized that the roads must be corrected and this is an efficient way to do it.. Then the Twp works with the county to prioritize

The worst 4-6 subs each year.. Large assessments are avoided , and home owners out of the issue.. I recommend you research the exact system details there and replicate it..How did they position, etc..

My brother in law lives in Bloomfield Hills.. Pays 5-6 times our property tax. Everything passes.. Genoa the opposite.. It needs to be understood that for a very little more, this issue can be resolved.

Request 3

If no approval for 2, we need state and federal support for townships as we come out of Covid, to enable more aggressive cost sharing.. I think we need cost to get to 8-9M.. 7M was magic number on Sundance..

We can begin to network and build support, as we get on same page.. What was Atty Roger \_\_\_\_ last name in Mystic please.. Forgot to note.. Sounds like a concerned citizen.

Last request

It was be good if the area my home and half way down could be corrected , until major work can be done.. Happy to contribute to this. Looks like its been done in Mystic.

Thanks for listening.. Feel strongly the Park Twp solution is a good one.. But needs to be effectively communicated..

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~~\_\_\_\_\_~~ Mountain Road

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