

**GENOA CHARTER TOWNSHIP BOARD**  
**Regular Meeting**  
**September 18, 2023**  
**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: September 18, 2023
2. Request to approve August 21, 2023 regular meeting minutes.

**Approval of Regular Agenda:**

3. Public Hearing on the proposed Crystal Valley Subdivision Road Improvement Special Assessment Project (Summer Tax 2024).
  - A. Call to the Property Owners
  - B. Call to the Public
4. Request for approval of **Resolution #5** Confirming the Special Assessment Roll for the Crystal Valley Subdivision Road Improvement Special Assessment Project (Summer Tax 2024). (roll call)
5. Request from the Township Clerk for approval of the July 20, 2023 recommendations of the Election Commission for the per diems and hourly rates for temporary election officials.
6. Request for approval of **Resolution #5A** to amend Resolution #5 for the Timberview Private Drive Road Improvement Project to levy the project on the Winter 2023 tax bill. (roll call)
7. Consideration of amendments to the Fiscal Year 2023-2024 budget for Fund 202 – “SAD Roads and Lakes” revenue line items to zero (0) line item 202-476-628-005 for Timberview (W17-22) because the project was completed last year and to add a new Department 495 for the Timberview Private Drive Road Improvement project with associated SAD Principal (202-495-628-005) of \$3,795 and SAD Interest (202-495-665-001) of \$759.

8. Review of proposed parking lot and pickleball layout and consideration of a request to approve a professional services proposal from Tetra Tech dated August 15, 2023 for engineering services for an amount not to exceed \$8,300 from Fund 208-751-934-006.
9. Request for approval of an amendment to the Agreement for Residential Solid Waste Collection Services to extend the term of the existing agreement from September 30, 2023 to October 31, 2023 to allow the Township Attorney and staff time to review the updated services agreement associated with the Waste Management contract renewal.
10. Consider request to increase the residential parcel cost for solid waste collection services from \$163.00 to \$175.00 and to amend the Fiscal Year 2023-2024 budget for Fund 101, Revenue Line Item 101-000-631-000 for “Refuse Collection Fees” from \$1,175,000 to \$1,270,000.
11. Request to regretfully accept the resignation of Trustee Jim Mortensen and request that the Township Clerk prepare and present to the Board at the next meeting a Resolution honoring Mr. Mortensen for his many years of invaluable service to the Township.
12. Consider request to remove Jeff Dhaenens from the Planning Commission and nominate and appoint him to serve the remainder of the term of Trustee Mortensen on the Board of Trustees.
13. Consider request to remove Greg Rassel from the Zoning Board of Appeals and appoint him to the Planning Commission to replace and serve the remainder of the term of Jeff Dhaenens as recommended by the Township Supervisor.
14. Consider request to remove Craig Fons as the Zoning Board of Appeals alternate and to appoint him to replace and serve the remainder of the term of Greg Rassel on the Zoning Board of Appeals as recommended by the Township Supervisor.
15. Closed session to consult with the Township attorney regarding trial or settlement strategy in connection with Catholic Healthcare International, Inc v. Genoa Charter Township; 21-cv-11303 pursuant to MCL 15.268(1)(e).
  - A. Consider motion to enter into closed session to consult with the Township attorney regarding trial or settlement strategy pursuant to MCL 15.268(1)(e). (roll call)
  - B. Consider motion to conclude the closed session and return to open session. (roll call)

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.

BOARD PACKET

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

MEETING DATE: September 18, 2023

All information below through September 13, 2023

TOWNSHIP GENERAL EXPENSES	\$	203,569.91
September 1, 2023 Bi Weekly Payroll	\$	118,381.21
September 15, 2023 Bi Weekly Payroll	\$	115,766.63
OPERATING EXPENSES DPW (503 FN)	\$	167,118.55
OPERATING EXPENSES Oak Pointe (592FN)	\$	96,643.09
OPERATING EXPENSES Lake Edgewood (593FN)	\$	4,540.49
TOTAL	\$	706,019.88



September 1, 2023 Bi Weekly Payroll

09/12/2023 09:59 AM		PAYROLL REGISTER REPORT FOR GENOA CHARTER TOWNSHIP				Page 34 of 34
Payroll ID: 254						
Pay Period End Date: 08/25/2023    Check Post Date: 09/01/2023    Bank ID: FNBCK						
* YTD values reflect values AS OF the check date based on all current adjustments, checks, void checks						
VACATION PAY	145.00	0.00	4,627.20	121,459.04		
VACATION PTIME	0.00	0.00	0.00	2,701.81		
WELL IQ	0.00	0.00	28.22	5,295.94		
ZBA CHAIR	1.00	0.00	215.57	1,478.18		
ZBA MINUTES	2.00	0.00	363.30	1,427.25		
ZBA MINUTES OT	0.00	0.00	0.00	0.00		
ZBA PER DIEM	5.00	0.00	1,017.25	5,783.77		
<b>Gross Pay This Period</b>		<b>Deduction Refund</b>	<b>Ded. This Period</b>	<b>Net Pay This Period</b>	<b>Gross Pay YTD</b>	<b>Dir. Dep.</b>
116,982.84	158.10	34,947.41	<b>82,035.43</b>	1,991,919.00	81,868.97	

09/12/2023 10:04 AM		Check Register Report For Genoa Charter Township				Page 1 of 1
For Check Dates 09/01/2023 to 09/01/2023						
Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit Status
09/01/2023	FNBCK	13863	GUILLEN, ANGELA M	180.25	166.46	0.00 Open
09/01/2023	FNBCK	EFT839	FLEX SPENDING (TASC)	840.38	840.38	0.00 Open
09/01/2023	FNBCK	EFT840	INTERNAL REVENUE SERVICE	27,952.28	27,952.28	0.00 Open
09/01/2023	FNBCK	EFT841	PRINCIPAL FINANCIAL	4,876.00	4,876.00	0.00 Open
09/01/2023	FNBCK	EFT842	PRINCIPAL FINANCIAL	2,510.66	2,510.66	0.00 Open
<b>Totals:</b>				<b>36,359.57</b>	<b>36,345.78</b>	0.00
Total Physical Checks:				1		
Total Check Stubs:				4		

Net Pay This Period      \$82,035.43  
 Physical Check Amount    \$36,345.78  
 TOTAL                      \$118,381.21

September 15, 2023 Bi Weekly Payroll

09/12/2023 10:06 AM		PAYROLL REGISTER REPORT FOR GENOA CHARTER TOWNSHIP				Page 27 of 27	
Payroll ID: 255							
Pay Period End Date: 09/08/2023 Check Post Date: 09/15/2023 Bank ID: FNBACK							
* YTD values reflect values AS OF the check date based on all current adjustments, checks, void checks							
Grand Totals for Payroll:							
Pay Code Id	Hours	OT Hours	Cur. Amnt.	YTD Amnt.*	Ded/Exp Id	Cur. Amnt.	YTD Amnt.*
BONUS	0.00	0.00	0.00	1,000.00	FITW	11,093.70	195,596.96
CAR ALLOWANCE	0.00	0.00	1,107.70	21,046.30	LOAN	1,539.72	25,797.24
CELL PHONE REIM	1.00	0.00	1,020.93	18,769.99	LOAN 2	970.94	18,209.53
COVID-19	0.00	0.00	0.00	0.00	MEDDPW	1,651.43	31,055.93
DEPUTY CLERK	0.00	0.00	0.00	17,829.46	MEDICARE_EE	1,596.02	28,547.42
DPW MED REIM	0.00	0.00	205.97	5,003.96	MEDTWP	1,120.23	21,284.37
EL TAXED	0.00	0.00	0.00	0.00	MIPP	840.38	15,967.22
ELEC RECV BOARD	0.00	0.00	0.00	200.00	OPTDPC	5.46	88.27
ELEC TAX OT	0.00	0.00	0.00	0.00	OPTDPS	31.74	590.82
ELECTION COMMIS	1.00	0.00	150.00	300.00	OPTDPW	103.00	1,842.25
ELECTION MEETIN	0.00	0.00	0.00	0.00	OPTTWP	36.50	650.32
ESSENTIAL SERVI	0.00	0.00	0.00	0.00	OPTWPC	1.82	34.58
FLOATER HOLIDAY	0.00	0.00	0.00	2,640.84	OPTWPS	19.46	412.92
FUNERAL LEAVE	0.00	0.00	0.00	208.32	PRINCF	3,526.00	54,894.00
G1	1,232.75	0.00	33,721.50	622,052.35	ROTH	1,350.00	25,650.00
G2	0.00	150.25	6,241.50	63,791.28	SITW	4,388.82	78,573.27
HOLIDAY PAY	308.50	0.00	9,852.47	90,635.19	SOCSEC_EE	6,824.43	122,064.80
HOWELL-G1	0.00	0.00	0.00	0.00			
HOWELL-G2	0.00	0.00	0.00	0.00			
IN LIEU MED INS	0.00	0.00	617.90	9,631.42			
LONGEVITY	0.00	0.00	0.00	0.00			
ON CALL	0.00	56.00	2,480.63	41,467.59			
OVERTIME	0.00	0.00	0.00	1,215.99			
PERSONAL PAYOUT	0.00	0.00	0.00	10,171.38			
PERSONAL TIME	106.75	0.00	3,305.92	48,567.23			
PLANNING MINUTE	0.00	0.00	0.00	173.00			
PP PER DIEM	0.00	0.00	0.00	1,404.77			
REGULAR PAY	493.00	0.00	11,675.56	213,450.78			
SALARY	931.25	0.00	39,125.43	736,654.72			
TRAIN- PER DIEM	0.00	0.00	0.00	0.00			
TRAINING	0.00	0.00	0.00	0.00			
TRUSTEE - DIEM	1.00	0.00	237.16	8,628.15			
TWP MED REIMBUR	0.00	0.00	41.35	785.65			
UNIFORM ALLOW	0.00	0.00	0.00	4,500.00			
VAC COVID 19	0.00	0.00	0.00	0.00			
VACATION NONTAX	0.00	0.00	0.00	0.00			
VACATION PAY	153.25	0.00	4,920.62	126,379.66			
VACATION PTIME	0.00	0.00	0.00	2,701.81			
WELL IQ	0.00	0.00	0.00	5,295.94			
ZBA PER DIEM	0.00	0.00	0.00	1,395.08			
Gross Pay This Period	Deduction Refund	Ded. This Period	Net Pay This Period	Gross Pay YTD	Dir. Dep.		
114,704.64	0.00	35,099.65	79,604.99	2,056,058.96	79,604.99		
* = Check Adjustment							

09/12/2023 10:07 AM		Check Register Report For Genoa Charter Township				Page 1 of 1	
For Check Dates 09/15/2023 to 09/15/2023							
Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
09/15/2023	FNBACK	EFT844	FLEX SPENDING (TASC)	840.38	840.38	0.00	Open
09/15/2023	FNBACK	EFT845	INTERNAL REVENUE SERVICE	27,934.60	27,934.60	0.00	Open
09/15/2023	FNBACK	EFT846	PRINCIPAL FINANCIAL	4,876.00	4,876.00	0.00	Open
09/15/2023	FNBACK	EFT847	PRINCIPAL FINANCIAL	2,510.66	2,510.66	0.00	Open
Totals:		Number of Checks: 004		36,161.64	36,161.64	0.00	
Total Physical Checks:							
Total Check Stubs:		4					

Net Pay This Period      \$79,604.99  
 Physical Check Amount   \$36,161.64  
 TOTAL                      \$115,766.63



503FN Check Register

09/13/2023 09:53 AM CHECK REGISTER FOR GENOA TOWNSHIP Page: 1/1  
 User: denise CHECK NUMBERS 5898 - 6000  
 DB: Genoa Township

Check Date	Check	Vendor Name	Amount
Bank 503FN DPW-UTILITIES #233			
08/16/2023	5898	CHASE CARD SERVICES	4,786.90
08/17/2023	5899	G/O SEWER AUTHORITY	41,347.00
08/17/2023	5900	GENOA TWP-LAKE EDGE OPERATING	7,550.00
08/17/2023	5901	HOWELL TOWNSHIP	11,469.00
08/17/2023	5902	MHOG WATER AUTHORITY	65,247.00
08/17/2023	5903	OAK POINTE OPERATING S/W	12,369.00
08/17/2023	5904	OAK POINTE OPERATING S/W	14,535.00
08/22/2023	5905	HOME DEPOT CREDIT SERVICES	1,324.47
08/24/2023	5906	WYATT DANIEL	173.88
08/28/2023	5907	PFEFFER, HANNIFORD, PALKA	4,250.00 V
		Void Reason: Voided Check Range Void Utility	
08/28/2023	5908	PFEFFER, HANNIFORD, PALKA	4,250.00
09/07/2023	5909	TRACTOR SUPPLY CO.	83.47
09/12/2023	5910	CHASE CARD SERVICES	3,982.83
503FN TOTALS:			
Total of 13 Checks:			171,368.55
Less 1 Void Checks:			4,250.00
Total of 12 Disbursements:			167,118.55

592FN Check Register

09/13/2023 09:54 AM CHECK REGISTER FOR GENOA TOWNSHIP Page: 1/1  
 User: denise CHECK NUMBERS 5895 - 6000  
 DB: Genoa Township

Check Date	Check	Vendor Name	Amount
Bank 592FN OAK POINTE OPERATING FUND #592			
08/16/2023	5895	CONSUMERS ENERGY	99.56
08/16/2023	5896	GENOA OCEOLA SWR & WTR AUTHORI	139.63
08/17/2023	5897	CONSUMERS ENERGY	110.31
08/22/2023	5898	AT&T LONG DISTANCE	61.65
08/28/2023	5899	GENOA TWP OAK POINTE SEWER BOND	91,950.69
08/28/2023	5900	PFEFFER, HANNIFORD, PALKA	1,250.00
09/06/2023	5901	DTE ENERGY	2,443.99
09/06/2023	5902	DTE ENERGY	587.26
592FN TOTALS:			
Total of 8 Checks:			96,643.09
Less 0 Void Checks:			0.00
Total of 8 Disbursements:			96,643.09

593FN Check Register

09/13/2023 09:54 AM CHECK REGISTER FOR GENOA TOWNSHIP Page: 1/1  
 User: denise CHECK NUMBERS 4325 - 6000  
 DB: Genoa Township

Check Date	Check	Vendor Name	Amount
Bank 593FN LAKE EDGEWOOD OPERATING FUND #590			
08/17/2023	4325	CONSUMERS ENERGY	14.48
08/28/2023	4326	PFEFFER, HANNIFORD, PALKA	1,250.00
09/05/2023	4327	DTE ENERGY	3,083.59
09/06/2023	4329	DTE ENERGY	192.42
593FN TOTALS:			
Total of 4 Checks:			4,540.49
Less 0 Void Checks:			0.00
Total of 4 Disbursements:			4,540.49



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

October 2023

New Balance  
**\$3,982.83**  
Minimum Payment Due  
**\$40.00**  
Payment Due Date  
**10/01/23**

### INK CASH(SM) POINT SUMMARY

Previous points balance 20,529  
+ 1 Point per \$1 earned on all purchases 3,983  
+ 2 Pts/\$1 gas atm. retns. o/c aply, hm impr 1,659

**Total points available for redemption 26,171**

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

**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:**

Previous Balance	\$4,786.90
Payment, Credits	-\$4,786.90
Purchases	+\$3,982.83
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
<b>New Balance</b>	<b>\$3,982.83</b>
Opening/Closing Date	08/08/23 - 09/07/23
Credit Limit	\$45,500
Available Credit	\$41,517
Cash Access Line	\$2,275
Available for Cash	\$2,275
<b>Past Due Amount</b>	<b>\$0.00</b>
<b>Balance over the Credit Limit</b>	<b>\$0.00</b>

ALL SYS - 233-000-084-950  
UTILITY DEPT.

SEP 11 2023

RECEIVED

*glt*  
9/11/23

0000001 FIS33399 C 1  
0509

N Z 07 23-09-07

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05686 MA DA 27541

25010000010482754101



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:** 10/01/23  
**New Balance:** \$3,982.83  
**Minimum Payment Due:** \$40.00

Account number:

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



CARDMEMBER SERVICE  
PO BOX 6294  
CAROL STREAM IL 60197-6294

27541 BEX Z 25023 C

GREG TATARA  
MIHOG SEWER & WATER AUTH  
2911 DORR RD  
BRIGHTON MI 48116-9436







### ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
08/23	EGLE DW TRAIN AND CERT 517-7533850 MI <i>Prof dev.</i> DAVE ESTRADA TRANSACTIONS THIS CYCLE (CARD ) \$70.00	70.00 ✓
08/11	RADWELL INTERNATIONAL 800-3324336 NJ <i>LFS</i>	119.26 ✓
08/11	Brighton Ford Brighton MI <i>DPW-boom truck</i>	116.08 ✓
08/16	AMZN Mktp US*TO80N7HN1 Amzn.com/bill WA <i>bro lab</i>	34.99 ✓
08/16	AMZN Mktp US*TO03R7O32 Amzn.com/bill WA <i>DPW office</i>	14.99 ✓
08/16	Amazon.com*TO8701CW2 Amzn.com/bill WA <i>DPW office</i>	49.93 ✓
08/23	MARCOS PIZZA 1153 HOWELL MI <i>Lunch on 9/10</i> JAMES AULETTE TRANSACTIONS THIS CYCLE (CARD ) \$396.70	61.45 ✓
08/23	Payment ThankYou Image Check	-4,786.90
08/10	GoToCom*GoToConnect goto.com MA <i>mhog</i>	248.42 ✓
09/04	RINGCENTRAL INC. 888-898-4591 CA <i>DPW - phone</i> GREG TATARA TRANSACTIONS THIS CYCLE (CARD ) \$472.74- INCLUDING PAYMENTS RECEIVED	65.74 -
08/07	STATE EGLE EVENTS 517-3353153 MI <i>DPW - prof dev.</i>	80.00 ✓
08/14	STAPLES 00107730 BRIGHTON MI <i>mhog 599.95 DPW 134.91</i>	734.86 ✓
08/17	SYTECH INC 508-5209957 MA <i>mhog</i>	600.00 ✓
08/18	Amazon.com*TQ7YT4AK2 Amzn.com/bill WA <i>mhog</i>	33.84 ✓
08/20	Amazon.com*TQ8DS25A2 Amzn.com/bill WA <i>mhog</i>	9.20 ✓
08/23	At-A-Glance US 800-6439923 IL <i>DPW off. cc</i>	32.80 ✓
08/30	EGLE DW TRAIN AND CERT 517-7533850 MI <i>DPW - prof dev.</i> TRANSACTIONS THIS CYCLE (CARD ) \$1560.70	70.00 ✓
08/10	AMZN Mktp US*TO90W5FU2 Amzn.com/bill WA <i>101-261-751-000</i>	19.99 ✓
08/13	Amazon.com*TO7G9EV0 Amzn.com/bill WA <i>101-261-751-000</i>	543.51 ✓
08/17	GRAND TRAV RESORT 2315346050 MI <i>101-701-910-000</i>	195.00 ✓
08/22	APPRAISAL INSTITUTE 312-335-4100 IL <i>101-257-910-000</i>	150.00 ✓
08/22	Amazon.com*TO9EE3XH1 Amzn.com/bill WA <i>249.60 101-261-751-000</i>	12.98 ✓
08/23	B2B Prime*T38SX3C72 Amzn.com/bill WA <i>50% All Sys 50% Genoa Twp.</i>	499.00 ✓
09/01	AMZN Mktp US*T31U66KN1 Amzn.com/bill WA <i>101-261-751-000</i>	19.79 ✓
09/05	REALCOMP II LTD 248-553-3003 MI <i>101-257-910-000</i> KELLY VANMARTER TRANSACTIONS THIS CYCLE (CARD ) \$1641.27 <i>(1391.77)</i>	201.00 ✓

2023 Totals Year-to-Date		
Total fees charged in 2023		\$0.00
Total interest charged in 2023		\$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	18.49%(v)(d)	- 0 -	- 0 -
<b>CASH ADVANCES</b>			
Cash Advances	29.99%(v)(d)	- 0 -	- 0 -
<b>BALANCE TRANSFERS</b>			
Balance Transfers	18.49%(v)(d)	- 0 -	- 0 -

(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.

31 Days in Billing Period

**GENOA CHARTER TOWNSHIP BOARD  
Regular Meeting  
August 21, 2023**

**MINUTES**

Supervisor Rogers called the regular meeting of the Genoa Charter Township Board to order at 6:30 pm at the Township Hall. The following members were present constituting a quorum for the transaction of business: Bill Rogers, Robin Hunt, Jean Ledford, Terry Croft, Diana Lowe, and Paulette Skolarus. Absent was Jim Mortensen. Also present were Township Manager Kelly VanMarter, and 19 persons in the audience.

The Pledge of Allegiance was recited.

The call to the public was opened at 6:31 pm.

Ms. Jayne Locke of 3401 Pineview Trail commended the Board for the excellent professional work that they do, but she wished it would be done on behalf of the residents. She would like the Board to work for the residents and not the developers. They took an oath of office. The Open Meetings Act was violated in 2020. There is an election in 2024 and the residents will remember. She asked to have the zoning return to what it was before.

Ms. Beverly Hamilton of 4769 Stillmeadow Drive stated that she and her husband Jack moved here five years ago from where they lived before because it had experienced so much growth. They are retired and delighted with the area. They like the wildlife, recreation and pace of life. She does not want the zoning on Latson to be commercial. She is concerned with traffic, a decrease in their property values, and negative effects to the environment.

Mr. Andrew Krause of 5449 Arbor Bay Drive has lived in Brighton for 30 years. Since there are 11 cases pending with the Michigan Tax Tribunal, he would like the assessment for the Pine Creek road maintenance to be removed and not postponed. The vote was taken on a certain dollar amount and it could increase next year. He does not see the amount that the township was going to contribute for the project in the budget. If the project does not go, where does the money go? Does it go as a refund to the residents?

Ms. Tracy Pardiac has lived in this community for more than 45 years. This is a slap in the face to the residents who have invested their lives in this community. The rug was pulled out from under all of them. Ms. Lowe's son was able to build a home on her property. She is happy for her, but they will not have the same right to make a legacy for their children and grandchildren. The greedy out of town developer is not interested in the residents. It is a dereliction of the Board's duty to its residents. They are not backing down ever.

Mr. Terry Zbicz of 4107 Summerhill has lived here 22 years. He does not think Genoa Township is appropriate for dense development. He encouraged the Board to turn down or

severely modify the proposal. Also the new ordinance will only allow solar farms in industrial zoning. Many universities are doing studies of the mixing of solar and agriculture on the same site and would like to see that put into the ordinance. He does not want farmers to turn their property into industrial zoning.

Ms. Debra Beattie of 3109 Pineview Trail stated she and her husband have lived here for over 30 years. They are disappointed in the vote that was taken to rezone the area of Latson Road. It was during a pandemic and the meeting only lasted 45 minutes. She has trusted the Planning Commission and Board to make good decisions but this is going in the opposite direction of what they want and expect, and she no longer has that trust or confidence in the boards.

Mr. Ben Tasich of 3492 Lakewood Shores Drive is opposed to the PUD proposal on Latson Road. He is for progress and this is the greatest township in this county, but he is afraid this will change the lives of many people. The change needs to be within the Master Plan. There will also be high density residential development on Grand River and Dorr. There is already a possible environmental disaster with the pipeline between two beautiful lakes. He hopes the Board will make a wise decision.

The call to the public was closed at 6:47 pm.

Ms. VanMarter stated there has been a lot of information on social media and some of it has been inaccurate. She encouraged folks to reach out to her with questions. She will be putting information together to publish so the public has the correct information regarding the project.

She thanked the residents for their opinions and is glad when residents are engaged and informed. The Township has always encouraged this.

#### **Approval of Consent Agenda:**

Ms. Skolarus requested that "The State of Michigan will be paying for the return postage." be added to her statement under "Member Discussion".

**Moved** by Lowe, supported by Ledford, to approve the Consent Agenda as presented. **The motion carried unanimously.**

#### **1. Payment of Bills: August 21, 2023**

**2. Request to approve August 7, 2023 regular meeting minutes,** with the change noted above.

#### **Regular Agenda**

**Moved** by Skolarus, supported by Hunt, to approve the Regular Agenda as presented. **The motion carried unanimously.**

**3. Public Hearing on the proposed Crystal Valley Subdivision Road Improvement Special Assessment Project (Summer Tax 2024).**

- A. Call to the Property Owners**
- B. Call to the Public**

The call to the property owners was made at 6:50 pm.

Mr. Bob Shaw of 5277 Leelanau Ct stated this project discussion began in 2011 and they have worked very hard with township staff and thanked them for putting this together. He encouraged the Board to support this project.

The call to the property owners was closed at 6:51 pm.

The call to the public was made at 6:51 pm with no response.

**4. Request for approval of Resolution #3 Approving the Project Cost Estimates, Special Assessment District and causing the Special Assessment Roll to be prepared for the Crystal Valley Subdivision Road Improvement Special Assessment Project (Summer Tax 2024). (Roll Call)**

**Moved** by Lowe, supported by Hunt, to approve Resolution #3 approving the Project Cost Estimates, Special Assessment District and causing the Special Assessment Roll to be prepared for the Crystal Valley Subdivision Road Improvement Special Assessment Project (Summer Tax 2024). **The motion carried unanimously with a roll call vote (Ledford - yes, Croft - yes, Hunt - yes, Lowe - yes, Skolarus - yes, and Rogers - yes).**

**5. Request for approval of Resolution #4 Acknowledging the filing of the Special Assessment roll, Scheduling the Second Hearing for September 18, 2023, and Directing the Issuance of Statutory Notices for the Crystal Valley Subdivision Road Improvement Special Assessment Project (Summer Tax 2024). (Roll Call)**

**Moved** by Hunt, supported by Croft, to approve Resolution #4 acknowledging the filing of the Special Assessment roll, Scheduling the Second Hearing for September 18, 2023, and Directing the Issuance of Statutory Notices for the Crystal Valley Subdivision Road Improvement Special Assessment Project (Summer Tax 2024). **The motion carried unanimously with a roll call vote (Ledford - yes, Croft - yes, Hunt - yes, Lowe - yes, Skolarus - yes, and Rogers - yes).**

**6. Consideration of recommendations for approval of a special use application, environmental impact assessment and sketch plan to allow for used vehicle sales. The property in question is located at 7949 Grand River Avenue, located west of Hacker Road. The request is petitioned by Aric Wilson.**

- A. Disposition of Special Use Application**
- B. Disposition of Environmental Impact Assessment (7-19-23)**
- C. Disposition of Sketch Plan (7-19-23)**

Mr. Wilson provided a review of his proposal. He would like to open an auto dealership selling specialized vehicles. The property is in good condition and he will keep it that way.

**Moved** by Hunt, supported by Lowe, to approve the Special Use Application for Aric Wilson to allow for used vehicle sales at 7949 Grand River Avenue, with the following conditions:

- The lighting located on the exterior of the building will be brought into compliance with the township ordinance prior to land use permit issuance.
- The petitioner will meet all requirements of the Brighton Area Fire Authority and Township Engineer.
- There shall be no more than three display vehicles parked in the front lot and on hard surfaces only.
- Petitioner shall ensure that any parking spaces will be in compliance with township ordinance and will be submitted to Township staff for approval prior to land use permit issuance.

**The motion carried unanimously.**

**Moved** by Croft, supported by Hunt, to approve the Environmental Impact Assessment dated July 19, 2023 to allow for used vehicle sales at 7949 Grand River Avenue as submitted. **The motion carried unanimously.**

**Moved** by Hunt, supported by Lowe to approve the sketch plan dated August 16, 2023 with the following conditions:

- Petitioner shall ensure that any parking spaces will be in compliance with township ordinance and will be submitted to Township staff for approval prior to land use permit issuance.
- The fence gate shall be updated so it is opaque and the rear parking lot cannot be seen from the front.
- The lighting located on the exterior of the building will be brought into compliance with the township ordinance prior to land use permit issuance.

**The motion carried unanimously.**

**7. Presentation and request to receive and place on file the Fiscal Year 2022-2023 Township Audit as presented by Maner Costerisan.**

Mr. Tyler Baker of Maner Costerisan provided a review of their audit for the Fiscal Year 2022-2023, including the auditor's report, total assets, total liabilities, total net position, defined pension liability, and total revenues, expenditures, fund balance and the change since the prior fiscal year for both the general and utilities funds. He noted there were no issues receiving information from staff during the audit process.

**Moved** by Ledford, supported by Lowe, to receive and place on file the Fiscal Year 2022-2023 Township Audit as presented by Maner Costerisan. **The motion carried unanimously.**

**8. Request from the Township Clerk for approval of the July 20, 2023 recommendations of the Election Commission for the following:**

**A. Approval of workers for the November 7, 2023 Howell Schools Special Election.**



- B. Approval of the combination of Polling Precincts and Polling Places for elections scheduled in 2024.**
- C. Approval of per diems and hourly rates for temporary election officials.**
- D. Approval to conduct early voting elections for the 2024 election season at the Genoa Township Hall.**

Ms. Skolarus explained how elections will change in 2024 due to the new law. There will be nine days of early voting prior to each election, which will require the Absentee Voter Counting Board and the Receiving Boards to work more hours.

**Moved** by Lowe, supported by Hunt, to approve the workers for the November 7, 2023 Howell Public Schools Special Election. **The motion carried unanimously.**

**Moved** by Hunt, supported by Lowe, to approve the combination of Polling Precincts and Polling Places for elections scheduled in 2024. **The motion carried unanimously.**

Ms. Hunt questioned if the raises will be effective for the November 2023 election. Ms. Skolarus stated, "yes". There was a discussion regarding the daily rate of pay for the receiving board and the option to pay them an hourly rate instead of per diem. There are also different wages for different duties performed by election workers. Supervisor Rogers requested to have a full audit done after the elections of 2024 to determine how much money was spent and how many hours were worked.

**Moved** by Hunt, supported by Lowe, to table the approval of the per diems and hourly rates for temporary election officials. **The motion carried unanimously.**

**Moved** by Lowe, supported by Hunt, to approve to conduct early voting elections for the 2024 election season at the Genoa Township Hall. **The motion carried unanimously.**

- 9. Request for approval of Resolution #5B to amend Resolution #5 for the Pine Creek Ridge Road Improvement Special Assessment District to levy the project on the Summer 2024 tax bill rather than the Winter 2023 tax and to extend the interest free pre-payment period from September 14, 2023 to March 1, 2024 for the Pine Creek Ridge Road Improvement Special Assessment District. (Roll Call)**

Ms. VanMarter stated that Mr. Michael Liphardt of 5544 River Ridge Drive submitted a letter of objection to this resolution stating the adjusted cost of the road repair will far exceed the original bid given at the initial meeting and would constitute the need for a new petition.

Ms. VanMarter stated she is requesting this extension due to the cases that are at the Michigan Tax Tribunal regarding this project. Ms. Hunt stated that the funding is not shown in the general fund budget; it is shown in the road budget.

Ms. Skolarus would like to postpone this assessment until the project is approved and the new costs have been received. She will be voting no on this item.

Ms. Hunt has received payoffs from some residents and she will be refunding those payments.

**Moved** by Hunt, supported by Lowe, to approve Resolution #5B to amend Resolution #5 for the Pine Creek Ridge Road Improvement Special Assessment District to levy the project on the Summer 2024 tax bill rather than the Winter 2023 tax and to extend the interest free pre-payment period from September 14, 2023 to March 1, 2024 for the Pine Creek Ridge Road Improvement Special Assessment District. **The motion carried with a roll call vote (Ledford - yes, Croft - yes, Hunt - yes, Lowe - yes, Skolarus - no, and Rogers - yes).**

**10. Consideration of a recommendation for approval and adoption of Ordinance number Z-23-03 to amend Zoning Ordinance Article 11, Section 11.06 entitled “Solar Energy Systems”. (Roll Call)**

Ms. VanMarter provided a review of the proposed zoning ordinance. It has been recommended for approval by the Planning Commission and reviewed by the County Planning Commission.

Ms. Skolarus requested to have this tabled until the next meeting agenda to review the comments received today and those from the County Planning Commission. Ms. VanMarter stated she has made minor revisions to the proposed ordinance based on the comments from the County Planning Commission.

Ms. Hunt stated Ms. VanMarter, staff, and the Planning Commission worked very hard on this and she is comfortable moving forward with this ordinance.

**Moved** by Hunt, supported by Skolarus, to approve and adopt Ordinance number Z-23-03 to amend Zoning Ordinance Section 11.06 Solar Energy Systems within Article 11 entitled General Provisions. **The motion carried unanimously with a roll call vote (Ledford - yes, Croft - yes, Hunt - yes, Lowe - yes, Skolarus - yes, and Rogers - yes).**

**11. Discussion and review of Waste Management contract renewal.**

Ms. VanMarter stated has been working with Waste Management to renegotiate their contract. Her goal was to maintain the service options that the residents enjoy, continue the level of service currently being received, and the best rates possible.

She provided a history showing what price the residents have paid and what amount the township contributed and provided options for the upcoming contract.

Ms. Hunt stated that in order for these fees to be put on the winter tax bill, she must send them to Livingston County by September 30. There is only one board meeting in September so this must be approved at that meeting.

Ms. Skolarus suggested the township contribute a percentage of the cost instead of a certain dollar amount. A 10 percent contribution was suggested.

Supervisor Rogers asked the board members to review Ms. VanMarter's options and provide feedback. She will provide the data for a 10 percent township contribution and email that information to the board members. She will have updated information for the board at their next meeting.

**Member Discussion**

There were no items to discuss this evening.

**Adjournment**

**Moved** by Croft, supported by Ledford, to adjourn the meeting at 8:18 pm. **The motion carried unanimously.**

Respectfully Submitted,

Patty Thomas  
Recording Secretary

Approved:

Paulette Skolarus, Clerk  
Genoa Charter Township

Bill Rogers, Supervisor  
Genoa Charter Township

**Resolution No. 5 – Crystal Valley Subdivision Road Improvement Special Assessment Project  
(Summer Tax 2024)**

**GENOA CHARTER TOWNSHIP**

At a regular meeting of the Township Board of the Genoa Charter Township, Livingston County, Michigan, (the “Township”) held at the Township Hall on September 18, 2023 at 6:30 p.m., there were

PRESENT:

ABSENT:

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

**Resolution Confirming Special Assessment Roll**

WHEREAS, the Board of Trustees of the Township has determined to proceed with the Crystal Valley Subdivision Road Improvement Special Assessment Project (Summer Tax 2024) within the Township as described in Exhibit A (the “Project”); in accordance with Act No. 188, Michigan Public Acts of 1954, as amended;

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

WHEREAS, the Township Supervisor has prepared the Special Assessment Roll entitled “Special Assessment Roll for the Crystal Valley Subdivision Road Improvement Special Assessment Project (the “Proposed Roll”) and has filed the Proposed Roll with the Township Manager and Township Clerk;

WHEREAS, the Township Board has scheduled a public hearing on the Proposed Roll and notice of the hearing has been properly provided;

WHEREAS, the Township Board conducted the public hearing on the Proposed Roll on September 18, 2023.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Roll Confirmed. In accordance with Act No. 188, Michigan Public Acts of 1954, as amended, and the laws of the State of Michigan, the Township Board hereby confirms the Special Assessment Roll for the Crystal Valley Subdivision Road Improvement Special Assessment Project (Summer Tax 2024) (the “Roll”) (Exhibit B).

2. Future Installments - Principal. The Township Board determines that each special assessment may be paid in ten installments. The first installment shall be due July 1, 2024.

3. Future Installments - Interest. All unpaid installments shall bear 2% interest.

4. Warrant. The Township Clerk is hereby directed to attach a warrant (in the form of Exhibit C to this resolution) to the Roll and to deliver such warrant and the Roll to the Township Treasurer, who shall thereupon collect the special assessments in accordance with the terms of this resolution, the Clerk's warrant and the statutes of the State of Michigan.

5. Inconsistent Prior Resolutions. All previously adopted resolutions that are in conflict with this resolution are repealed to the extent of such conflict.

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

YES:

NO:

ABSENT:

#### CLERK'S CERTIFICATE

The undersigned, being the duly qualified and acting Clerk of the Township, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board at the September 18, 2023 meeting of the Township Board, at which meeting a quorum was present and remained throughout; (2) the original thereof is on file in the records in the Township Manager's office and my office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended); and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

---

Paulette A. Skolarus, Genoa Charter Township Clerk



**EXHIBIT A – THE PROJECT**

**CRYSTAL VALLEY ROAD IMPROVEMENT PROJECT (SUMMER TAX 2024)**

**DESCRIPTION OF PROJECT**

**A TEN-YEAR SPECIAL ASSESSMENT DISTRICT**

**WITH PROJECTED COSTS AS FOLLOWS:**

This private road improvement project (the “Project”) involves improvements to Crystal Valley Drive, Charlevoix Drive and Leelanau Court in the Crystal Valley subdivision which is located east of Richardson Road south of Brighton Road in Genoa Charter Township. The project includes the removal of the existing asphalt pavement and placing new hot mix asphalt in two lifts. The proposal is to mill the existing asphalt approximately three to four inches (3-4”), remove the millings, regrade and compact the existing stone base, tuck point two (2) catch basins, replace twenty feet (20’) of concrete pipe, replace ten feet (10’) of concrete curb, and repave with two and a half inches (2.5”) of MDOT 4E1 leveling course followed by one and a half inches (1.5”) of MDOT 5E1 wearing surface. This project benefits the property owners of Lots 1-25 of the Crystal Valley Subdivision in Genoa Charter Township.

The total construction cost of the project provided to the Township is \$367,000. There are twenty-five (25) parcels which front on the roads proposed for improvement. A majority of homeowners representing over 64% of property and 58% of frontage have signed petitions. The interest for the district is 2% and the administrative cost is \$2,000. The total principle cost per parcel is \$14,759.99. The annual principle payment per parcel is \$1,476 with 2% interest applied to the outstanding balance.

**EXHIBIT B - THE ROLL (Crystal Valley Subdivision Road Improvement Special Assessment Project)**

08/02/2023

Tentative Special Assessment Listing for GENOA TOWNSHIP

Page: 1/1

11:30 AM

Population: Special Assessment District (X080723)

DB: Genoa

PARCEL	ASSESSMENT NAME	ASSESSMENT	OWNER ADDRESS
4711-32-201-001	X080723, Crystal Vall	14,759.99	SWANTICK DANIEL & DENISE LTS 9.3 3521 CRYSTAL VALLEY DR
4711-32-201-002	X080723, Crystal Vall	14,759.99	TIDERINGTON LIVING TRUST 3537 CRYSTAL VALLEY DR
4711-32-201-003	X080723, Crystal Vall	14,759.99	RUBY LAURIE & RUBY ERIC & HEATHER 3593 CRYSTAL VALLEY DR
4711-32-201-004	X080723, Crystal Vall	14,759.99	ROY SARAH LTS 9.3 3651 CRYSTAL VALLEY DR
4711-32-201-005	X080723, Crystal Vall	14,759.99	DILDINE ELLEN LIVING TRUST 3689 CRYSTAL VALLEY DR
4711-32-201-006	X080723, Crystal Vall	14,759.99	CONGER, LAWRENCE D. & MARIA T. 3727 CRYSTAL VALLEY DR
4711-32-201-007	X080723, Crystal Vall	14,759.99	MOORE DOUGLAS & TERRI LTS 9.3 3763 CRYSTAL VALLEY DR
4711-32-201-008	X080723, Crystal Vall	14,759.99	WINNIE CURT & TIFFANIE 3819 CRYSTAL VALLEY DR
4711-32-201-011	X080723, Crystal Vall	14,759.99	SHAW JR ROBERT E & DIANE L 5277 LEELANAU CT
4711-32-201-012	X080723, Crystal Vall	14,759.99	BEAUNE ROGER & DRANE 5299 LEELANAU CT
4711-32-201-013	X080723, Crystal Vall	14,759.99	VANSUMEREN JASON D & JENNIFER 5405 LEELANAU CT
4711-32-201-014	X080723, Crystal Vall	14,759.99	BIRK, KEVIN & SHERRY 5443 LEELANAU CT
4711-32-201-015	X080723, Crystal Vall	14,759.99	BROOKINS MICHAEL & AMY 5487 LEELANAU CT
4711-32-201-016	X080723, Crystal Vall	14,759.99	NEWTON, HARRY E. & LORRAINE T. 5490 LEELANAU CT
4711-32-201-017	X080723, Crystal Vall	14,759.99	FORT CHARLES & COLLEEN 5424 LEELANAU CT
4711-32-201-018	X080723, Crystal Vall	14,759.99	ENCOUNTER INTERNATIONAL LLC 5334 CHARLEVOIX DR
4711-32-201-019	X080723, Crystal Vall	14,759.99	JACOBS, ERIC & ANGELA 5312 CHARLEVOIX DR
4711-32-201-020	X080723, Crystal Vall	14,759.99	BOOMER, ROBERT & MARGARET 5323 CHARLEVOIX DR
4711-32-201-021	X080723, Crystal Vall	14,759.99	TEDMAN STEPHANIE 5287 CHARLEVOIX DR
4711-32-201-022	X080723, Crystal Vall	14,759.99	ALLAN ALEXANDER & KATHRYN 5290 CHARLEVOIX DR
4711-32-201-023	X080723, Crystal Vall	14,759.99	JENKINS KEVIN & STACY LTS 9.3 3586 CRYSTAL VALLEY DR
4711-32-201-024	X080723, Crystal Vall	14,759.99	PEZZONI RONALD 3544 CRYSTAL VALLEY DR
4711-32-201-025	X080723, Crystal Vall	14,759.99	FORREST TREVOR & ALLISON 3518 CRYSTAL VALLEY DR
4711-32-201-009	X080723, Crystal Vall	14,759.99	ROGERS STEVE & JANINE LTS 9.3 3875 CRYSTAL VALLEY DR
4711-32-201-010	X080723, Crystal Vall	14,759.99	CLEARY JOHN & CHERYL REV LIV TRUST 3820 CRYSTAL VALLEY DR
# OF PARCELS: 25	TOTALS:	368,999.75	

**EXHIBIT C**

**WARRANT**

TO: Esteemed Treasurer  
Genoa Township  
Livingston County, Michigan

I certify that attached to this Warrant is a true copy of the special assessment roll for the Genoa Township Crystal Valley Subdivision Road Improvement Special Assessment Project (Summer Tax 2024) (the "Roll") confirmed by the Township Board on September 18, 2023 (the "Confirming Resolution"). You are hereby directed to proceed to collect the amounts due on such Roll in accordance with this Warrant, the Confirming Resolution and the statutes of the State of Michigan.

---

Paulette A. Skolarus  
Genoa Charter Township Clerk

Date: Sept. 11, 2023

To: Genoa Township Board

From: Polly Skolarus, Clerk

This memo is to advise you of the following changes to per diems for election officials

- All poll Workers will be paid at \$285.00
- All Co-chairs will be paid at \$335.00
- All Scanners will be paid at \$365.00
- Poll workers attending training will be paid \$45.00 for less than four hours and \$90.00 for full day sessions
- Setup and dismantle of the precincts will be paid at \$20.00 per hour – Paul Sebastian, Bill Rockwell, and Matt Hurley or an alternate
- Election Commission members will be paid a per diem of \$150.00
- All experienced persons working at the township office prior to the election (on a temporary/part-time) basis will be paid at \$20.00 per hour
- First time assistants will be paid at \$18.00 per hour
- Receiving Board members will be paid \$200.00 to work the receiving board from 8:00 p.m. until close
- Time and a half for part-time and full-time persons who work Saturday or Sunday before an election as required by law
- Time and a half for part-time and full-time persons who work over eight hours a day related to the election process
- Early voting will be paid a per diem of \$250.00 - a nine-hour day for nine days before each election
- Early voting will occur from 8:30 a.m. until 4:30 p.m. daily. Poll workers will work from 8:00 a.m. until 5:00 p.m. on those dates



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

September 11, 2023

To: Genoa Township Board

From: Robin Hunt, Genoa Township Treasurer

For your consideration tonight is Resolution #5A to amend the Timberview Private Drive Road Improvement Project Special Assessment.

As you may recall the Board approved the Final resolution for this project back in June 2022. At that time, we discussed that there was also an existing Timberview Road Improvement Project Assessment already in place with the final year being levied on the 2022 winter bill.

Due to the levy of very similar Special Assessment Districts, Timberview Road Improvement and Timberview Private Drive Road Improvement, there was an oversight and we did not levy the Private Road assessment on the 2022 winter bill.

Therefore, I am asking for your consideration/approval to revise the district to begin on the 2023 Winter tax bill and levy over 10 years. Please find attached to the proposed Resolution No. 5A a revised amortization table reflecting the change if approved.

Please let me know if you have any questions.

**SUPERVISOR**

Bill Rogers

**CLERK**

Paulette A. Skolarus

**TREASURER**

Robin L. Hunt

**TRUSTEES**

Jean W. Ledford

H. James Mortensen

Terry Croft

Diana Lowe

**MANAGER**

Kelly VanMarter



**Resolution No. 5A**  
**Amendment to Resolution #5 for the Timberview Private Drive Road Improvement Project**  
**(Move from Winter 2022 to Winter 2023)**

**GENOA CHARTER TOWNSHIP**

At a regular meeting of the Township Board of the Genoa Charter Township, Livingston County, Michigan, (the “Township”) held at the Township Hall on September 18, 2023, at 6:30 p.m., there were

PRESENT:

ABSENT:

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

**Resolution Confirming Special Assessment Roll**

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

WHEREAS, the Township Board adopted its Resolution confirming the Special Assessment Roll on June 20, 2022, approving the Special Assessment Roll for the Timberview Private Drive Road Improvement Project (the “Roll”) (Exhibit B); and

WHEREAS, that it is necessary to modify certain dates related to the Roll to move it from the Winter 2022 to the Winter 2023 tax.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Amended Roll Confirmed. In accordance with Act No. 188, Michigan Public Acts of 1954, as amended, and the laws of the State of Michigan, the Township Board hereby confirms the Special Assessment Roll for the Timberview Private Drive Road Improvement Project (Winter 2023) (the “Roll”) (Exhibit B).
2. Amended Future Installments - Principal. The Township Board determines that each special assessment may be paid in ten installments. The first installment shall be due December 1, 2023.
3. Inconsistent Prior Resolutions. All previously adopted resolutions that are in conflict with this resolution are repealed to the extent of such conflict.

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

YES:

NO:

ABSENT:

CLERK'S CERTIFICATE

The undersigned, being the duly qualified and acting Clerk of the Township, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board at the September 18, 2023 meeting of the Township Board, at which meeting a quorum was present and remained throughout; (2) the original thereof is on file in the records in the Township Manager's office and my office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended); and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

\_\_\_\_\_  
Paulette A. Skolarus, Genoa Charter Township Clerk

**EXHIBIT A**  
**TIMBERVIEW PRIVATE DRIVE ROAD IMPROVEMENT PROJECT (WINTER ~~2022~~ 2023)**  
**DESCRIPTION OF PROJECT**  
**A TEN-YEAR SPECIAL ASSESSMENT DISTRICT**  
**WITH PROJECTED COSTS AS FOLLOWS:**

- Total cost of the project: \$34,884
- Total parcels: 4
- Homeowners representing over 50% of property have signed petitions
- Total amount per parcel: 3 parcels @ \$11,628.00, 1 parcel @ \$3,066.00

TIMBERVIEW PRIVATE ROAD 2022	
PROJECT COST	\$35,950
ADMIN.	\$2,000
4200 Timberview Dr.	(3,066)
TOTAL	\$34,884
INTEREST %	2
PROPERTIES	3

	YEAR	PAYMENT	TO INTEREST	TO PRINCIPAL	OUTSTANDING
1	<del>2021</del> 2023	\$1,395.36	\$232.56	\$1,162.80	\$10,465.20
2	<del>2022</del> 2024	\$1,372.10	\$209.30	\$1,162.80	\$9,302.40
3	<del>2023</del> 2025	\$1,348.85	\$186.05	\$1,162.80	\$8,139.60
4	<del>2024</del> 2026	\$1,325.59	\$162.79	\$1,162.80	\$6,976.80
5	<del>2025</del> -2027	\$1,302.34	\$139.54	\$1,162.80	\$5,814.00
6	<del>2026</del> -2028	\$1,279.08	\$116.28	\$1,162.80	\$4,651.20
7	<del>2027</del> -2029	\$1,255.82	\$93.02	\$1,162.80	\$3,488.40
8	<del>2028</del> 2030	\$1,232.57	\$69.77	\$1,162.80	\$2,325.60
9	<del>2029</del> 2031	\$1,209.31	\$46.51	\$1,162.80	\$1,162.80
10	<del>2030</del> -2032	\$1,186.06	\$23.26	\$1,162.80	\$0.00
		\$12,907.08	\$1,279.08	\$11,628.00	

4200 TIMBERVIEW*	\$3,066				
	YEAR	PAYMENT	TO INTEREST	TO PRINCIPAL	OUTSTANDING
1	<del>2022</del> -2023	\$367.92	\$61.32	\$306.60	\$2,759.40
2	<del>2023</del> -2024	\$361.79	\$55.19	\$306.60	\$2,452.80
3	<del>2024</del> 2025	\$355.66	\$49.06	\$306.60	\$2,146.20
4	<del>2025</del> 2026	\$349.52	\$42.92	\$306.60	\$1,839.60
5	<del>2026</del> -2027	\$343.39	\$36.79	\$306.60	\$1,533.00
6	<del>2027</del> -2028	\$337.26	\$30.66	\$306.60	\$1,226.40
7	<del>2028</del> -2029	\$331.13	\$24.53	\$306.60	\$919.80
8	<del>2029</del> -2030	\$325.00	\$18.40	\$306.60	\$613.20
9	<del>2030</del> 2031	\$318.86	\$12.26	\$306.60	\$306.60
10	<del>2031</del> -2023	\$312.73	\$6.13	\$306.60	\$24.53
		\$3,403.26	\$337.26	\$3,066.00	

\*25% of Admin. Fee and 25% of approach

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

- Pulverize existing asphalt and haul away for road and private driveway approach
- Enhance existing aggregate base with 21 a crushed concrete
- Fine grade and compact
- Pave with 3 ½ inches compacted bituminous 36A asphalt, roll and compact

EXHIBIT B - THE ROLL (TIMBERVIEW PRIVATE DRIVE ROAD IMPROVEMENT SPECIAL ASSESSMENT)

09/11/2023

Special Assessment Listing for GENOA TOWNSHIP

Page: 1/1

03:26 PM

Population: Special Assessment District (X3207)

DB: Genoa

PARCEL	ASSESSMENT NAME	ASSESSMENT	OWNER ADDRESS
4711-33-100-021	X3207, Timberview Pri	11,628.00	STABY SCOTT R & AMY 4190 TIMBERVIEW DR
4711-33-100-024	X3207, Timberview Pri	11,628.00	GETTY DAVID & CHRISTI 4170 TIMBERVIEW DR
4711-33-100-031	X3207, Timberview Pri	11,628.00	BEHRENDT, MARK R. & JANET A. 4180 TIMBERVIEW DR
4711-33-101-016	X3207, Timberview Pri	3,066.00	CHAPMAN, JEFFREY & COLLEEN 4200 TIMBERVIEW DR
# OF PARCELS: 4	TOTALS:	37,950.00	

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**EXHIBIT C**

**Warrant**

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WARRANT

TO: Esteemed Treasurer  
Genoa Township  
Livingston County, Michigan

I certify that attached to this Warrant is a true copy of the special assessment roll for the Genoa Township Timberview Private Drive Road Improvement Project (Winter 2023) (the "Roll") confirmed by the Township Board on September 18, 2023 (the "Confirming Resolution"). You are hereby directed to proceed to collect the amounts due on such Roll in accordance with this Warrant, the Confirming Resolution and the statutes of the State of Michigan.

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Paulette A. Skolarus  
Genoa Charter Township Clerk



# MEMORANDUM

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

**TO:** Honorable Board of Trustees  
**FROM:** Kelly VanMarter, Assistant Township Manager  
**DATE:** September 13, 2023  
**RE:** Fund 202 Budget Amendments – Timberview Private Drive

In conjunction with Board approval of Resolution 5A for the Timberview Private Drive Road Improvement Project, budget adjustments are necessary for Fund #202. The budget for the larger Timberview Road Improvement project that started in 2017 can be reduced to zero because the assessment is completed. The revenue and interest associated with the Timberview private drive project should be added. The amendments can be seen highlighted in yellow on the attached with a summary provided below for your reference.

**Fund 202 – Special Assessment Districts (Roads and Lakes)**

Amend budget line item as follows:

TIMBERVIEW ROAD IMPROVEMENT PROJECT – DEPT. 476				
Fund Type	Fund Number	Description	Current Budget Amount	Amended Budget
Revenue	202-495-628-005	SAD Principal	\$32,534	0

Add NEW budget line items as follows:

TIMBERVIEW PRIVATE DRIVE ROAD IMPROVEMENT PROJECT – DEPT. 495			
Fund Type	New Fund Number	Description	Budget Amount
Revenue	202-495-628-005	SAD Principal	\$3,795
Revenue	202-495-665-001	Interest	\$759

Please let me know if you have any questions or comments.

Sincerely,

Township Manager

**SUPERVISOR**

Bill Rogers

**CLERK**

Paulette A. Skolarus

**TREASURER**

Robin L. Hunt

**TRUSTEES**

Jean W. Ledford

H. James Mortensen

Terry Croft

Diana Lowe

**MANAGER**

Kelly VanMarter

08/30/2023

BUDGET REPORT FOR GENOA TOWNSHIP  
 Calculations as of 03/31/2024

GL NUMBER	DESCRIPTION	2023-24 ACTIVITY THRU 03/31/24	2023-24 AMENDED BUDGET	2023-24 REQUESTED AMENDED BUDGET
Fund 202 - SAD ROADS AND LAKES				
ESTIMATED REVENUES				
Dept 476				
202-476-628-005	TIMBERVIEW (W17-22) -SAD PRINCIPAL	0	32,534	0
Totals for dept 476 -		0	32,534	0
Dept 495				
202-495-628-005	TIMBERVIEW PRIV (W23-32)-SAD PRINCIPLE	0	0	3,795
202-495-665-001	TIMBERVIEW PRIV (W23-32)-INTEREST	0	0	759
Totals for dept 495 -		0	0	4,554
TOTAL ESTIMATED REVENUES		0	32,534	4,554
NET OF REVENUES/APPROPRIATIONS - FUND 202		0	32,534	4,554
BEGINNING FUND BALANCE		2,792,450	2,792,450	2,792,450
ENDING FUND BALANCE		2,792,450	2,824,984	2,764,470





# MEMORANDUM

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

**TO:** Honorable Board of Trustees  
**FROM:** Kelly VanMarter, Township Manager  
**DATE:** September 13, 2023  
**RE:** Engineering Proposal - Township Park Planning and Parking lot Expansion

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Please find attached the conceptual plan layout from Lindhout Associates architects associated with a parking lot expansion and pickle ball project at the Township Hall Park facility. This site layout proposes to re-purpose the existing underutilized southern soccer field to address the emergent parking needs and recreational trends. The concept plan would add an additional 99 parking spaces and also provides for 12 pickle ball courts and support facilities. The plan also provides a future opportunity to connect the current park property to the expansion land to the northeast of the site. If the attached concept plan is acceptable, we would like to advance the project into the engineering phase to prepare an engineering site plan to address grading, drainage and stormwater management. This will also allow us to prepare cost estimates for the proposed improvements.

Funding for this project is budgeted in Fund 208, Parks and Recreation, Line Item 208-751-934-006 which includes a remaining balance of \$26,320 for planning and design.

In this regard, I offer the following motion for your consideration:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_ to approve the professional services proposal from Tetra Tech dated August 15, 2023 for engineering services related to the conceptual site plan for additional parking and pickle ball courts dated August 24, 2023 for an amount not to exceed \$8,300 from Fund 208-751-934-006.

**SUPERVISOR**

Bill Rogers

**CLERK**

Paulette A. Skolarus

**TREASURER**

Robin L. Hunt

**TRUSTEES**

Jean W. Ledford

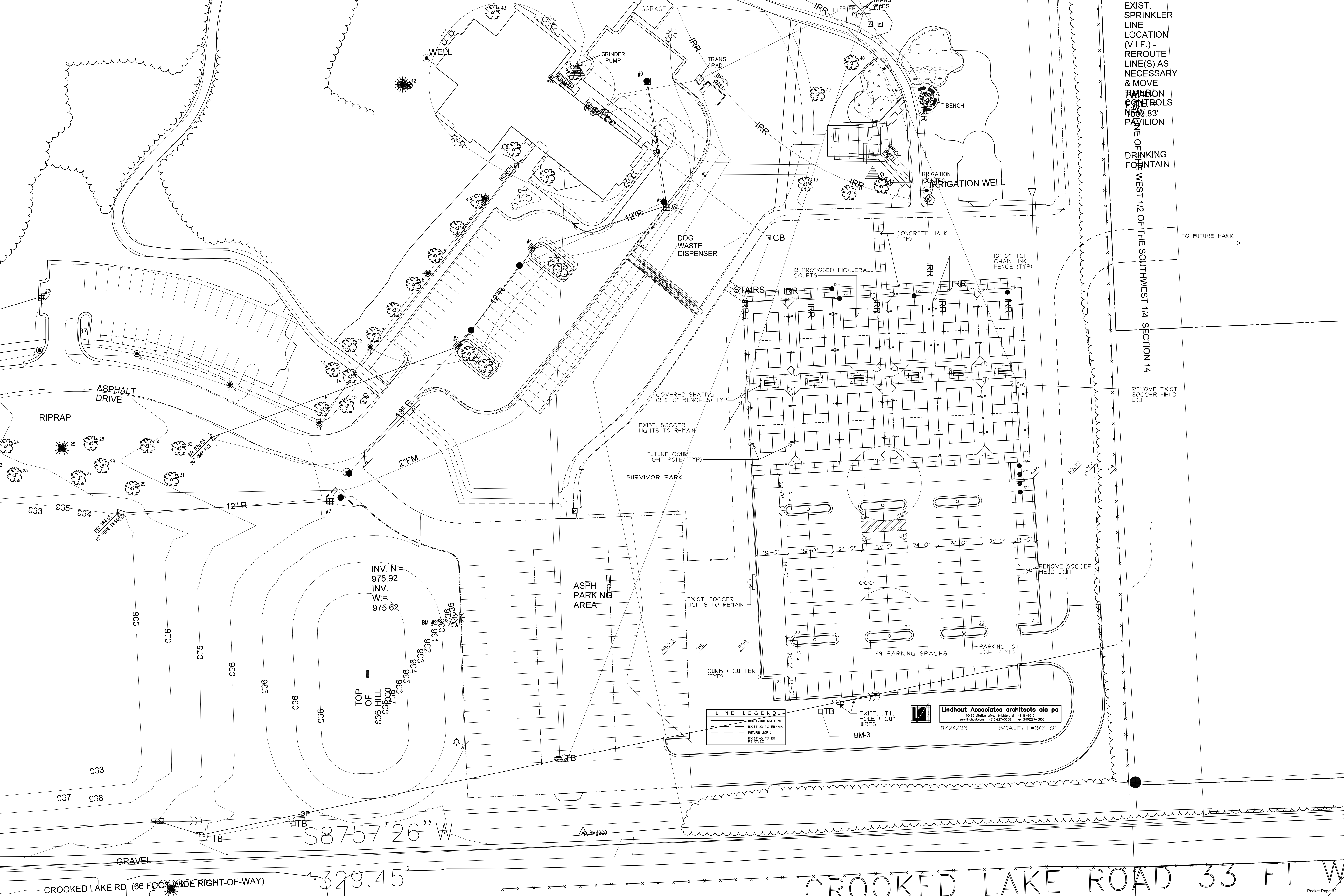
H. James Mortensen

Terry Croft

Diana Lowe

**MANAGER**

Kelly VanMarter



EXIST. SPRINKLER LINE LOCATION (V.I.F.) - REROUTE LINE(S) AS NECESSARY & MOVE FIRE CONTROL VALVE TO 83' PAVILION

REMOVE EXIST. SOCCER FIELD LIGHT

LINE OF WEST 1/2 OF THE SOUTHWEST 1/4, SECTION 14

REMOVE EXIST. SOCCER FIELD LIGHT

REMOVE SOCCER FIELD LIGHT

REMOVE SOCCER FIELD LIGHT

TO FUTURE PARK

LINE LEGEND	
(Symbol)	NEW CONSTRUCTION
(Symbol)	EXISTING TO REMAIN
(Symbol)	FUTURE WORK
(Symbol)	EXISTING TO BE REMOVED

**Lindhout Associates architects aia pc**  
 10465 citation drive, brignton, MI 48116-9510  
 www.lindhout.com (810)527-2668 fax (810)227-2855  
 8/24/23 SCALE: 1"=30'-0"

S8757'26" W

1329.45'

CROOKED LAKE RD. (66 FOOT WIDE RIGHT-OF-WAY)

CROOKED LAKE ROAD 33 FT W



August 15, 2023

Ms. Kelly VanMarter, Manager  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

**Re: Township Hall Parking and Pickleball Court Improvements  
Engineering Services Proposal**

Dear Ms. VanMarter:

The Township is considering removal of one of their soccer fields to accommodate additional parking and pickleball courts at the Township Hall site. Tetra Tech is pleased to present the following proposal for engineering services.

**BACKGROUND**

The Township has developed the Township Hall property with several recreational activities that are well received by the public. To meet an increased parking demand and add additional recreational space, the Township is considering removing their southernmost soccer field to support the construction of a new parking lot and twelve pickleball courts. A conceptual plan for the site improvements was prepared by Lindhout Associates architects. A proposed scope of work to advance the project from conceptual drawing to engineered site plan is provided below.

**SCOPE OF SERVICES**

- Utilizing the existing topographic mapping for the Township Hall parcel, prepare a site plan and grading plan for the proposed parking lot and courts. The use of concrete curb and gutter vs. low impact development alternatives to curb and gutter will be evaluated for the parking lot. Drainage from the parking lot and courts will be directed to the existing on site sedimentation pond.
- Prepare a standard cross section for the parking surface in accordance with the Township design standards.
- Prepare a storm drainage plan to direct flow from the proposed area to the existing storm system and prepare associated storm calculations.
- Prepare an opinion of probable construction cost for the improvements and review with the Township.
- Assist the Township in obtaining an SESC permit from LCDC for the proposed improvements.

**Assumptions**

- Technical specifications will be provided on the plan sheets or referenced to MDOT standards. No technical specification booklet will be prepared.

Ms. Kelly VanMarter  
Township Hall Parking and Pickleball Improvements  
Engineering Services Proposal  
August 14, 2023  
Page 2

**SCHEDULE**

Our team is available and ready to start immediately upon authorization. We anticipate a project start date of August 25, 2023. We anticipate the following schedule:

<b>Task</b>	<b>Completion Date</b>
Construction Plans	September 2023
Permitting	October 2023

Tetra Tech will work with the Township, as needed, to revise the proposed schedule to meet the requirements for this project.

**COMPENSATION**

Compensation for our personnel directly engaged in the work of this proposal will be based on our hourly billable rates plus subcontracted services and outside invoices multiplied by 1.15, plus in-house reimbursable expenses. We propose a budget of \$8,300 for this work. Attached are our Standard Terms and Conditions which are part of this proposal. If this proposal is acceptable, please sign in the space provided and return a copy for our authorization to proceed.

We appreciate the opportunity to be of continued service to Genoa Township. If you have any questions or would like to discuss any details of this proposal further, please call.

Sincerely,



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

Enclosure

**Proposal Accepted By 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.



# MEMORANDUM

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

**TO:** Honorable Board of Trustees  
**FROM:** Kelly VanMarter, Township Manager  
**DATE:** September 13, 2023  
**RE:** Waste Management Contract Extension (1-month)

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As we discussed last month, our current contract with Waste Management (formerly Advanced Disposal) expires on September 30, 2023. Due to delays associated with legal team personnel changes at Waste Management the updated renewal agreement was not received timely for Monday's meeting. In its place we have negotiated a term extension of the existing agreement providing an additional 30 days which will give staff and the Township attorney time to review and finalize the agreement for your consideration.

The attached agreement has been reviewed and approved by the Township Attorney and the following motion is presented for your consideration:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_ to approve the Amendment to the Agreement for Residential Solid Waste Collection Services dated September 18, 2023 which serves to extend the term of the existing agreement from September 30, 2023 to October 31, 2023 to give staff and counsel time to review the terms of the contract renewal agreement.

Please let me know if you have any questions or comments.

Sincerely,

Township Manager

**SUPERVISOR**

Bill Rogers

**CLERK**

Paulette A. Skolarus

**TREASURER**

Robin L. Hunt

**TRUSTEES**

Jean W. Ledford

H. James Mortensen

Terry Croft

Diana Lowe

**MANAGER**

Kelly VanMarter



**AMENDMENT  
TO  
AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

This Amendment to Agreement for Residential Solid Waste Collection Services ("**Amendment**"), made and entered into as of September 18, 2023 (the "**Amendment Execution Date**"), is by and between Genoa Charter Township (the "**Township**") and Advanced Disposal Services Solid Waste Midwest, LLC (the "**Contractor**"). Township and Contractor may be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

**RECITALS:**

- A. The Parties previously executed and delivered that certain Agreement for Residential Solid Waste Collection Services as of August 9, 2018 (the "**Agreement**"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Agreement.
- B. The Parties have agreed to amend the Agreement as set forth herein.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein, intending to be legally bound, the Parties hereto amend the Agreement as follows, effective as of the Amendment Execution Date:

- 1. **Section 2.4.** The Initial Term of the Agreement set forth in Section 2.4 of the Agreement is hereby amended such that the Initial Term expires on October 31, 2023.
- 2. **Interpretation.** Unless otherwise indicated, Section references in this Amendment are references to Sections of this Amendment. The words "hereby," "herewith," "hereto," "herein," "hereof" and "hereunder," and words of similar import refer to this Amendment in its entirety and not to any part hereof, unless the context shall otherwise require. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."
- 3. **No Other Modification.** Except as expressly modified herein, the Agreement shall remain in full force and effect and, as modified herein, is expressly ratified and confirmed by the Parties. The Parties agree that the changes effectuated by this First Amendment shall solely impact Section 2.4 of the Agreement in the manner described above and shall not affect or alter any other terms and conditions set forth in the Agreement.
- 4. **Entire Agreement; Conflicting Provisions.** The Agreement, as amended hereby, sets forth the entire understanding of the Parties. To the extent of any conflict between the Agreement and this Amendment, this Amendment shall prevail.
- 5. **Amendment.** No amendment, modification or waiver of this Amendment shall be binding unless executed in writing by all Parties, or in the case of a waiver, by the Party granting such waiver. No waiver of any provision of this Amendment shall constitute a waiver of any other provision of this Amendment, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.
- 6. **Construction of Agreement.** Each Party and its respective legal counsel have reviewed and revised this Amendment. Neither Party, nor its respective legal counsel, shall be construed to be the drafter or primary drafter of this Amendment. In the event of any dispute regarding the construction of this Amendment or any of its provisions, ambiguities, or questions of interpretations shall not be construed more in favor of one Party than the other; rather, questions or interpretation shall be construed equally as to each Party.

*[Signature pages follow]*

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the Amendment Execution Date.

**Advanced Disposal Services Solid Waste Midwest, LLC**

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

Name: \_\_\_\_\_

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

**Genoa CharterTownship**

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

Name: \_\_\_\_\_

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



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

# MEMORANDUM

**TO:** Honorable Board of Trustees  
**FROM:** Kelly VanMarter, Township Manager  
**DATE:** September 13, 2023  
**RE:** Solid Waste Collection Per Parcel Cost Increase & Budget Amendment

In regard to residential waste collection services, the Township budgeted for a per parcel cost increase of \$3.00 per household in the current fiscal year 2023-2024 budget. In conjunction with the renegotiation of the Waste Management contract it is recommended that the Board consider an additional increase to help offset the rising costs of providing this service.

In response to feedback received at last month’s meeting, I have continued to refine the cost analysis spreadsheet which is attached hereto for your review. Please note the amounts listed for years 2023-2028 are based on the terms of the pending agreement. I have narrowed the options associated with the Township subsidy down to two choices for your consideration. The first choice is a \$15 per year increase for the next 5 years. The second choice is the flat 10% subsidy requested by the Clerk.

I am recommending the \$15 per year increase because I am concerned with the large increase of \$34.40 in year one associated with the switch to 10% subsidy. Implementing the \$15 per year increase represents a nominal increase of \$1.25 per month to our residents but also will provide a gradual reduction in Township costs transitioning nearly to the 10% goal for Township subsidy in Year 5 of the contract. Please note that since the Board had previously approved the \$3.00 increase, the actual budget change is for an additional \$12.00. Of course, we can continue to analyze this each year as part of the annual budget review.

Page one of the attached shows the implementation of the \$15.00 per year increase and also provides the historical context. Page 2 is the comparison of the \$15 annual increase VS. 10% subsidy for your review.

In this regard I offer the following motion for your consideration:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_ to increase the residential parcel cost for solid waste collection services from \$163.00 to \$175.00 and to amend the Fiscal Year 2023-2024 budget for Fund 101, Revenue Line Item 101-000-631-000 for “Refuse Collection Fees” from \$1,175,000 to \$1,270,000.

If you have questions prior to Monday night’s meeting please let me know.

Sincerely,  


**SUPERVISOR**

Bill Rogers

**CLERK**

Paulette A. Skolarus

**TREASURER**

Robin L. Hunt

**TRUSTEES**

Jean W. Ledford

H. James Mortensen

Terry Croft

Diana Lowe

**MANAGER**

Kelly VanMarter

**Refuse Cost Review**

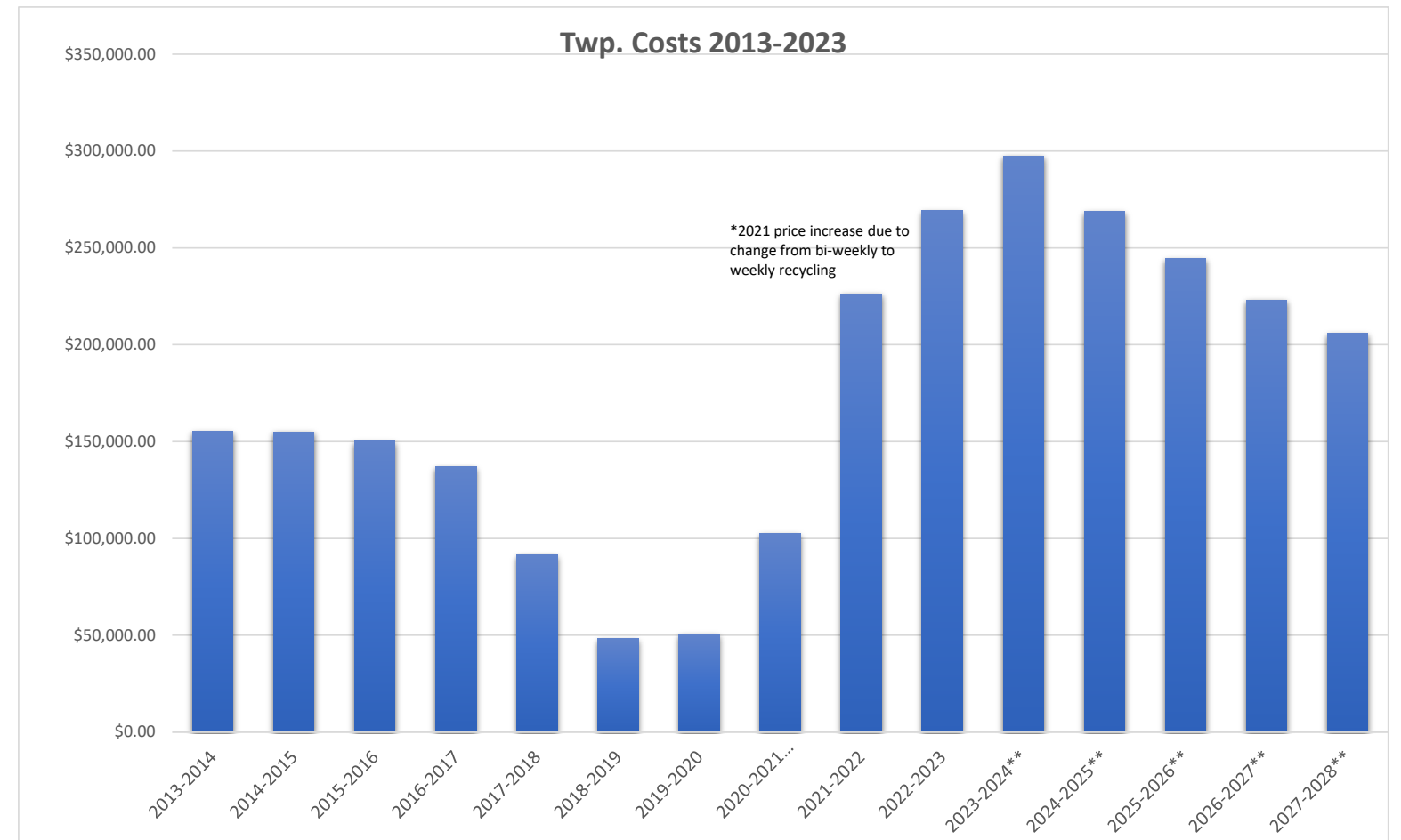
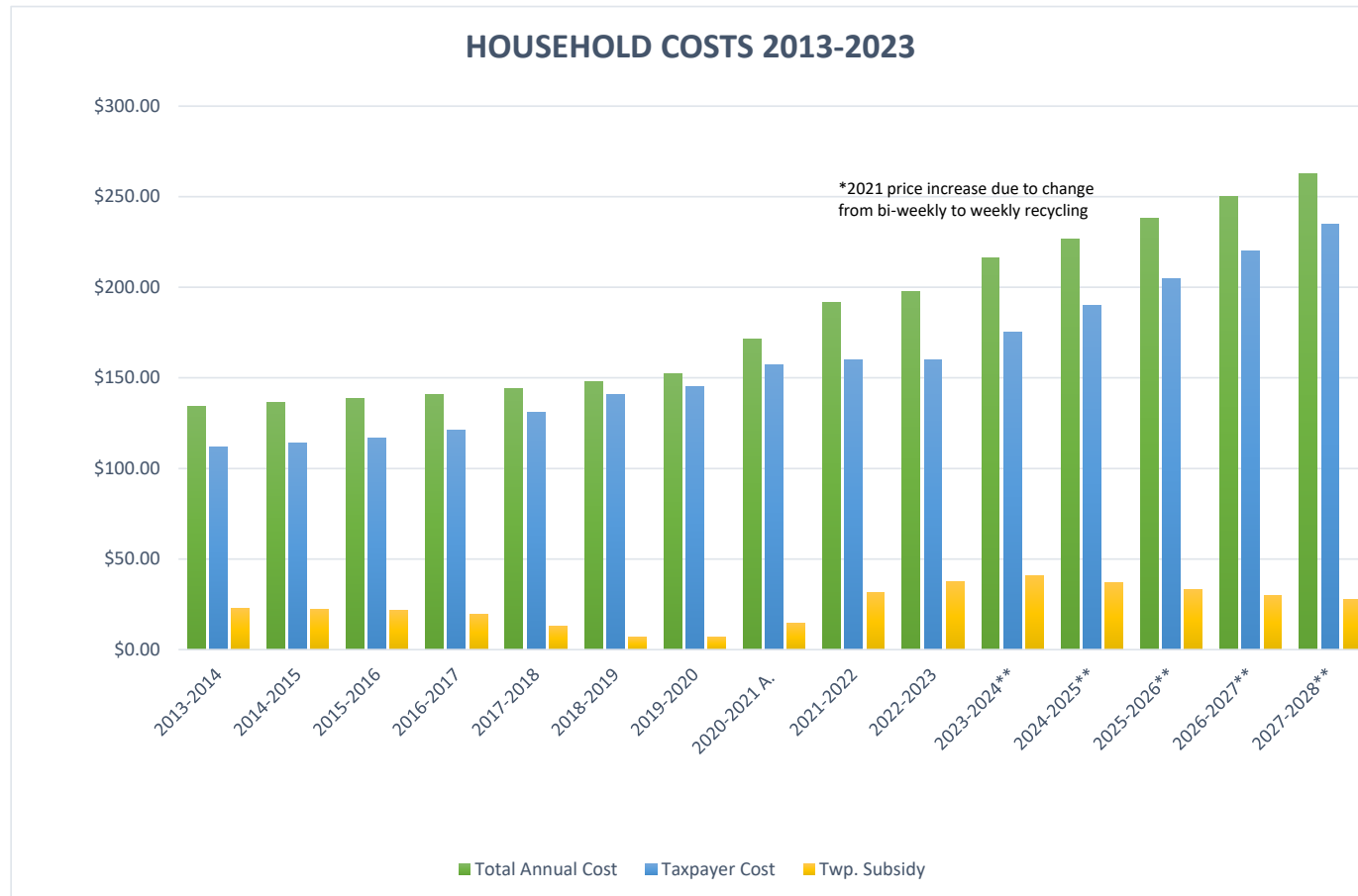
Timeframe	Monthly Cost	Total Annual Cost	Taxpayer Cost	Twp. Subsidy	# Households	Twp. Costs
2013-2014	\$11.21	\$134.52	\$112.00	\$22.52	6896	\$155,297.92
2014-2015	\$11.37	\$136.44	\$114.00	\$22.44	6912	\$155,105.28
2015-2016	\$11.55	\$138.60	\$117.00	\$21.60	6950	\$150,120.00
2016-2017	\$11.72	\$140.64	\$121.00	\$19.64	6978	\$137,047.92
2017-2018	\$12.00	\$144.00	\$131.00	\$13.00	7027	\$91,351.00
2018-2019	\$12.32	\$147.84	\$141.00	\$6.84	7043	\$48,174.12
2019-2020	\$12.68	\$152.16	\$145.00	\$7.16	7064	\$50,578.24
2020-2021 A.	\$13.07	\$171.42	\$157.00	\$14.42		
2020-2021 B.*	\$15.50				7101	\$102,396.42
2021-2022	\$15.97	\$191.64	\$160.00	\$31.64	7152	\$226,289.28
2022-2023	\$16.45	\$197.40	\$160.00	\$37.40	7204	\$269,429.60
2023-2024**	\$18.00	\$216.00	\$175.00	\$41.00	7257	\$297,537.00
2024-2025**	\$18.90	\$226.80	\$190.00	\$36.80	7310	\$269,008.00
2025-2026**	\$19.85	\$238.20	\$205.00	\$33.20	7363	\$244,451.60
2026-2027**	\$20.84	\$250.08	\$220.00	\$30.08	7417	\$223,103.36
2027-2028**	\$21.88	\$262.56	\$235.00	\$27.56	7471	\$205,900.76

\*\*2021-2022 was reduced by ARPA contribution of \$31.24 per household

Assumes \$15 increases each year.

\* Conversion to Weekly Recycling half way through 21/22 FY.

\*\* Tentative - assumes \$15 increases each year

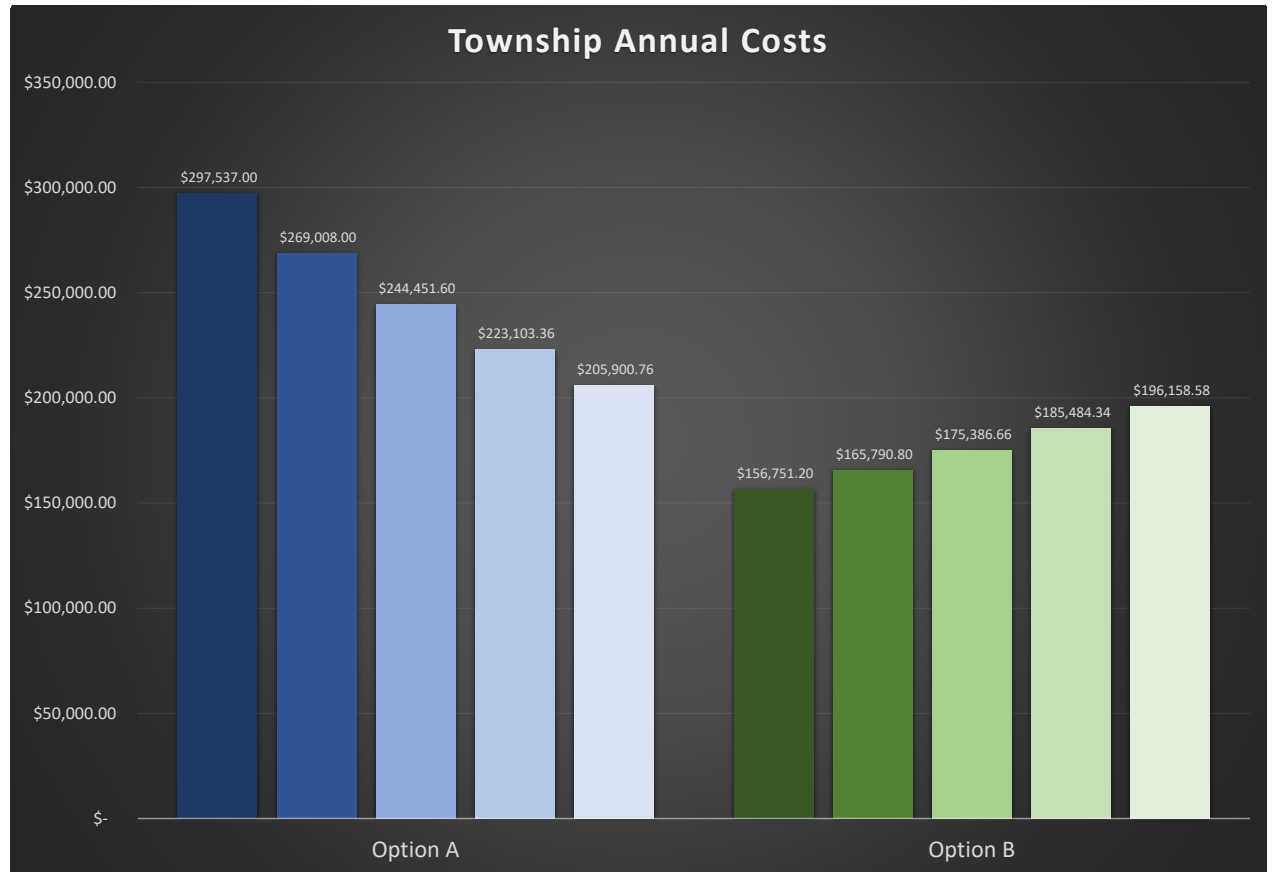


Proposed Cost Analysis - 2023-2028

			2022 Rate		OPTION A			OPTION B		
			\$160		(+ \$15			Household 90%/Twp.10%		
Timeframe	Monthly Cost	Total Annual Cost	Taxpayer Cost Do Nothing	Twp. Subsidy Do Nothing	Taxpayer \$	Increase	Twp. \$	Taxpayer \$	Increase	Twp. \$
2023-2024**	\$18.00	\$216.00	\$163.00	\$53.00	\$175.00	\$15.00	\$41.00	\$194.40	\$34.40	\$ 21.60
2024-2025**	\$18.90	\$226.80	\$163.00	\$63.80	\$190.00	\$15.00	\$36.80	\$204.12	\$9.72	\$ 22.68
2025-2026**	\$19.85	\$238.20	\$163.00	\$75.20	\$205.00	\$15.00	\$33.20	\$214.38	\$10.26	\$ 23.82
2026-2027**	\$20.84	\$250.08	\$163.00	\$87.08	\$220.00	\$15.00	\$30.08	\$225.07	\$10.69	\$ 25.01
2027-2028**	\$21.88	\$262.56	\$163.00	\$99.56	\$235.00	\$15.00	\$27.56	\$236.30	\$11.23	\$ 26.26

\*\* proposed amounts for years 2023-2028

ESTIMATED OVERALL TOWNSHIP COSTS FOR DIFFERENT OPTIONS			
TOTAL COST	ESTIMATED HOUSEHOLDS	Option A	Option B
2023-2024	7257	\$ 297,537.00	\$ 156,751.20
2024-2025	7310	\$ 269,008.00	\$ 165,790.80
2025-2026	7363	\$ 244,451.60	\$ 175,386.66
2026-2027	7417	\$ 223,103.36	\$ 185,484.34
2027-2028	7471	\$ 205,900.76	\$ 196,158.58





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

# MEMORANDUM

**TO:** Honorable Board of Trustees  
**FROM:** Kelly VanMarter, Township Manager  
**DATE:** September 14, 2023  
**RE:** Resignation of Trustee Mortensen

---

It is with deep regret that I share with you the attached resignation letter from our friend and colleague Jim Mortensen. Trustee Mortensen has been recovering from some health issues and has deemed it best to resign from the Board of Trustees to allow him to focus on his health and recovery. Jim has served the residents of Genoa Township for over 27 years and his contributions to this community cannot be overstated.

In this regard I offer the following motion for your consideration:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_ to regretfully accept the resignation of Trustee Jim Mortensen and request that the Township Clerk prepare and present to the Board at the next meeting a Resolution honoring Mr. Mortensen for his many years of invaluable service to the Township.

If you have questions prior to Monday night's meeting please let me know.

Sincerely,

**SUPERVISOR**

Bill Rogers

**CLERK**

Paulette A. Skolarus

**TREASURER**

Robin L. Hunt

**TRUSTEES**

Jean W. Ledford

H. James Mortensen

Terry Croft

Diana Lowe

**MANAGER**

Kelly VanMarter

---

**From:** H. MORTENSEN <hjm2@sbcglobal.net>  
**Sent:** Wednesday, September 13, 2023 9:25 AM  
**To:** Bill Rogers  
**Subject:** Jim Mortensen

Due to a protracted health recovery, I am resigning from the Genoa Charter Township Board of Trustees effective today. It has been a privilege to serve these many years.

Jim Mortensen  
Sent from my iPhone

 H. Mortensen (Sent: 13, 2023 10:23 EDT)





# MEMORANDUM

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

**TO:** Honorable Board of Trustees  
**FROM:** Kelly VanMarter, Township Manager  
**DATE:** September 14, 2023  
**RE:** Nomination and Appointment to Vacant Trustee Position

---

Although only recently resigning, Trustee Mortensen’s valuable contributions at the Board table have been missed for the last few months. In being faced with the impossible choice to fill his term, the Township Supervisor and staff request your consideration of Planning Commission member Jeff Dhaenens. Commissioner Dhaenens has been a valuable member of the Planning Commission and previously the Zoning of Appeals for many years.

In this regard I offer the following motion for your consideration:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_ to remove Jeff Dhaenens from the Planning Commission and nominate and appoint him to serve the remainder of the term of Trustee Mortensen on the Board of Trustees.

If you have questions prior to Monday night’s meeting please let me know.

Sincerely,

  
Township Manager

**SUPERVISOR**

Bill Rogers

**CLERK**

Paulette A. Skolarus

**TREASURER**

Robin L. Hunt

**TRUSTEES**

Jean W. Ledford

H. James Mortensen

Terry Croft

Diana Lowe

**MANAGER**

Kelly VanMarter



## MEMORANDUM

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

**TO:** Honorable Board of Trustees  
**FROM:** Kelly VanMarter, Township Manager  
**DATE:** September 14, 2023  
**RE:** Appointments to Vacant Positions

---

If the Board approves the appointment of current Planning Commission member Jeff Dhaenens to the seat vacated by Trustee Mortensen there will need to be an appointment to fill the vacancy created on the Planning Commission. Supervisor Rogers is recommending your consideration of Zoning Board of Appeals Chairman, Greg Rassel being moved to the Planning Commission and Zoning Board of Appeals alternate member Craig Fons being made a permanent member to fill Mr. Rassel's spot. Mr. Rogers has discussed these recommendations with the effected members and they are in support of the changes.

Attached please find the proposed changes to the terms and appointments.

In this regard I offer the following motions for your consideration:

Agenda item #13...Moved by \_\_\_\_\_ and supported by \_\_\_\_\_ to remove Greg Rassel from the Zoning Board of Appeals and appoint him to the Planning Commission to replace and serve the remainder of the term of Jeff Dhaenens as recommended by the Township Supervisor.

Agenda item #14....Moved by \_\_\_\_\_ and supported by \_\_\_\_\_ to remove Craig Fons as the Zoning Board of Appeals alternate and to appoint him to replace and serve the remainder of the term of Greg Rassel on the Zoning Board of Appeals as recommended by the Township Supervisor.

If you have questions prior to Monday night's meeting please let me know.

Sincerely,

Township Manager

### SUPERVISOR

Bill Rogers

### CLERK

Paulette A. Skolarus

### TREASURER

Robin L. Hunt

### TRUSTEES

Jean W. Ledford

H. James Mortensen

Terry Croft

Diana Lowe

### MANAGER

Kelly VanMarter

**Genoa Township Officials**  
**Amended: May 15, 2023 Proposed Changes September 18, 2023**

**PLANNING COMMISSION (3-year term)**

Chris Grajek	06/30/26
Marianne McCreary	06/30/24
Tim Chouinard	06/30/26
<del>Greg Rassel</del> Jeff Dhaenens	06/30/25
Diana Lowe (1-year term)	11/20/23
Glynis McBain	06/30/24
Eric Rauch	06/30/25

**ZONING BOARD OF APPEALS (3-year term)**

Bill Rockwell	06/30/24
Marianne McCreary	06/30/24
<del>Greg Rassel</del> Craig Fons	06/30/25
Jean Ledford (1-year term)	11/20/23
Michele Kreutzberg	06/30/26
<del>Craig Fons</del> vacant (alternate)	06/30/25

**BOARD OF REVIEW (2-year term)**

Chris Grajek	12/31/24
Ron Matkin	12/31/24
Marianne McCreary	12/31/24
Joann Fellwock (alternate)	12/31/24

**SEMCOG (4-year term)**

Terry Croft	11/20/24
Diana Lowe (alternate)	11/20/24

**GENOA/OCEOLA SEWER AND WATER AUTHORITY (4-year term)**

Robin Hunt	11/20/24
Bill Rogers	11/20/24

**HOWELL PARKS AND RECREATION (4-year term)**

Diana Lowe	11/20/24
Terry Croft (alternate)	11/20/24

**MHOG (Marion, Howell, Oceola and Genoa) (4-year term)**

Robin Hunt	11/20/24
Bill Rogers	11/20/24

**FOIA COORDINATOR (4-year term)**

Kelly VanMarter	11/20/24
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**BRIGHTON FIRE AUTHORITY (4-year term)**

Bill Rogers	11/20/24
Terry Croft	11/20/24

**ELECTION COMMISSION (4-year term)**

Diana Lowe	11/20/24
Jean Ledford	11/20/24