

**GENOA CHARTER TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
NOVEMBER 1, 2010
6:30 p.m.
AGENDA**

Call to Order:

Pledge of Allegiance:

Call to the Public:

Approval of Consent Agenda:

1. Payment of Bills
2. Request to approve minutes: 10-18-10
3. Request for approval of the following appointments: Jim Mortensen to the Planning Commission expiring on 11-20-2011, Steve Wildman to the Zoning Board of Appeals expiring on 11-20-2011 as presented by the Township Supervisor.
4. Request for approval of the following appointments that will expire on 11-20-2011: Jean Ledford to SELCRA, Jean Ledford and Paulette Skolarus to SEMCOG, Gary McCririe and Robin Hunt to Genoa/Oceola Sewer and Water Authority, Todd Smith and Gary McCririe (alternate) to Howell Area Parks and Recreation, Robin Hunt and Gary McCririe to MHOG, Paulette Skolarus to Greenways, Michael Archinal to FOIA Coordinator, Gary McCririe and Jim Mortensen to Brighton Fire Authority, Kelly VanMarter and Paul Edwards (alternate) to Huron River-Watershed Council, Steve Wildman and Jean Ledford to Election Commission, and John Kirsh to Brownfield Development as presented by the Township Supervisor.
5. Request for approval of the following appointments that will expire on 11-20-2012: Jean Ledford, Todd Smith, James Mortensen and Steve Wildman to Brownfield Development as presented by the Township Supervisor.
6. Request for approval of proposal for concrete repair and asphalt removal from Eagle Rock Concrete in the amount of \$1,675.
7. Request for approval to add a refuse special assessment to be levied on the 2010 winter tax roll for parcel #4711-36-301-240 as requested by Township Treasurer.

Approval of Regular Agenda:

8. Request for approval to direct staff to issue the Municipal Park Naming Rights Request for Proposal as prepared by staff.
9. Consideration of a request to authorize a publication and set a public hearing for December 6, 2010 at 6:30 p.m., for approval of amendments to the Zoning Ordinance Articles 11,14,16 & 25.
10. Discussion regarding lighting for the recently completed sled hill.

Correspondence
Member Discussion
Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE :November 1, 2010

TOWNSHIP GENERAL EXPENSES: Thru November 1, 2010	\$28,154.50
October 29, 2010 Bi Weekly Payroll	\$35,803.93
November 1, 2010 Monthly Payroll	\$12,975.84
OPERATING EXPENSES: Thru November 1, 2010	\$100,005.99
TOTAL:	<u>\$176,940.26</u>

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
26737	conricod	John & Helen Conricode	10/19/2010	800.00
26738	BROOKINS	LAUREN BROOKINS	10/19/2010	432.60
26739	BROWN	DOUGLAS BROWN	10/19/2010	374.60
26740	Det Marr	Detroit Marriott @ Ren Center	10/19/2010	237.62
26741	DetMar1	Detroit Marriott Ren Center	10/19/2010	356.43
26742	DetMar2	Detroit Marriott Ren Center	10/19/2010	237.62
26743	DetMar3	Detroit Marriott @ Ren Center	10/19/2010	237.62
26744	DetMar4	Detroit Marriott Ren Center	10/19/2010	237.62
26745	DetMar5	Detroit Marriott Ren Center	10/19/2010	237.62
26746	MCCRIRIE	Gary McCririe	10/19/2010	374.60
26747	MORTENSE	H.J. Mortensen	10/19/2010	424.60
26748	SMITH T	Todd Smith	10/19/2010	374.60
26749	VanMarte	Kelly VanMarter	10/19/2010	374.60
26750	Administ	Total Administrative Services	10/29/2010	596.12
26751	Equitabl	Equivest Unit Annuity Lock Box	10/29/2010	195.00
26752	Administ	Total Administrative Services	11/01/2010	125.00
26753	Equitabl	Equivest Unit Annuity Lock Box	11/01/2010	20.00
26754	HOWARD C	Cynthia Howard	10/26/2010	487.50
26755	RUFFC	Connie Ruff	10/26/2010	368.00
26756	VERIZONW	Verizon Wireless	10/26/2010	483.77
26757	ADT	ADT Security Services, Inc.	11/01/2010	366.32
26758	AMER IMA	American Imaging, Inc.	11/01/2010	219.04
26759	AMERAWA	American Awards & Engraving	11/01/2010	84.95
26760	ARCHINAL	Michael Archinal	11/01/2010	1,615.35
26761	AT&TLONG	AT&T Long Distance	11/01/2010	114.34
26762	Atkins	Patricia Atkins	11/01/2010	25.00
26763	BUS IMAG	Business Imaging Group	11/01/2010	69.12
26764	CARDM	Chase Card Services	11/01/2010	5,048.27
26765	COMCAST	COMCAST	11/01/2010	94.04
26766	COXKRIS	Kristi Cox	11/01/2010	150.00
26767	DTE EN	DTE Energy	11/01/2010	178.16
26768	EHIM	EHIM, INC	11/01/2010	2,666.95
26769	FirstNat	First National Bank in Howell	11/01/2010	635.20
26770	GENOADPW	Genoa Township DPW Fund	11/01/2010	6,929.00
26771	HUNTR	ROBIN HUNT	11/01/2010	41.36
26772	IBEC COM	IBEC, Inc.	11/01/2010	150.00
26773	LEO'S CU	Leo's Custom Sprinkler Service	11/01/2010	460.00
26774	MASTER M	Master Media Supply	11/01/2010	459.29
26775	mhog	MHOG Utilities	11/01/2010	97.71
26776	MROCZKA	Laura Mroczka	11/01/2010	300.85
26777	SHELL	Shell	11/01/2010	764.67
26778	SKOLAR P	Paulette Skolarus	11/01/2010	58.50
26779	Stahl	Carol Stahl	11/01/2010	20.00
26780	TRI COUN	Tri County Cleaning Supply Inc	11/01/2010	46.15
26781	WALMART	Walmart Community	11/01/2010	21.23
26782	WIRELESS	Wireless Zone	11/01/2010	323.48
27256	Equitabl	Equivest Unit Annuity Lock Box	05/15/2009	220.00
27371	Equitabl	Equivest Unit Annuity Lock Box	07/01/2009	20.00

Report Total: 28,154.50

Accounts Payable

Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 10/22/2010 - 12:56

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
26750	Administ	Total Administrative Services	10/29/2010		596.12
			Check 26750 Total:		596.12
9984	AETNA LI	Aetna Life Insurance & Annuity	10/29/2010		25.00
			Check 9984 Total:		25.00
9985	EFT-FED	EFT- Federal Payroll Tax	10/29/2010		3,771.75
					2,107.15
					2,107.15
					492.81
					492.81
			Check 9985 Total:		8,971.67
9986	EFT-PENS	EFT- Payroll Pens Ln Pyts	10/29/2010		499.80
			Check 9986 Total:		499.80
26751	Equitabl	Equivest Unit Annuity Lock Box	10/29/2010		195.00
			Check 26751 Total:		195.00
9987	FIRST NA	First National Bank	10/29/2010		275.00
					2,492.18
					22,749.16

Check 9987 Total:

25,516.34

Report Total:

35,803.93

**First National
Direct Deposit
OCTOBER 29, 2010
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$1,059.22
Amy Ruthig		\$992.81
Angela Williams		\$645.26
Carol Hanus		\$1,209.18
Dave Estrada		\$1,039.67
David Miller		\$1,920.02
Debbie Hagen		\$512.61
Deborah Rojewski		\$2,354.04
Diane Zerby		\$724.53
Genoa Township	\$25,516.34	
Greg Tatara		\$2,437.10
Judith Smith		\$1,155.68
Karen J. Saari		\$946.39
Kelly VanMarter		\$2,073.81
Laura Mrocicka		\$1,635.37
Michael Archinal		\$2,763.39
Renee Gray		\$1,094.23
Robin Hunt		\$1,245.04
Susan Sitner		\$779.16
Tammy Lindberg		\$928.83
Tesha Humphriss		\$0.00
Total Deposit		\$25,516.34

Accounts Payable
Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 10/26/2010 - 09:58

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
26752	Administ	Total Administrative Services	11/01/2010		125.00
				Check 26752 Total:	125.00
9988	EFT-FED	EFT- Federal Payroll Tax	11/01/2010		1,655.34 748.34 748.34 175.03 175.03
				Check 9988 Total:	3,502.08
9989	EFT-PENS	EFT- Payroll Pens Ln Pyts	11/01/2010		384.79
				Check 9989 Total:	384.79
26753	Equitabl	Equivest Unit Annuity Lock Box	11/01/2010		20.00
				Check 26753 Total:	20.00
9990	FIRST NA	First National Bank	11/01/2010		8,323.10 50.00
				Check 9990 Total:	8,373.10
				Report Total:	12,404.97

Accounts Payable

Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 10/26/2010 - 10:16

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
9991	EFT-FED	EFT- Federal Payroll Tax	11/01/2010		33.48
					33.48
					7.83
					7.83
					<hr/>
			Check 9991 Total:		82.62
					<hr/> <hr/>
9992	FIRST NA	First National Bank	11/01/2010		488.25
					<hr/>
			Check 9992 Total:		488.25
					<hr/> <hr/>
			Report Total:		570.87
					<hr/> <hr/>

**First National
Direct Deposit
NOVEMBER 1, 2010
Monthly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Genoa Township	\$8,226.15	
Adam Van Tassel		\$522.73
Gary McCririe		\$1,542.91
H.J. Mortensen		\$897.29
Jean Ledford		\$309.85
Paulette Skolarus		\$2,938.94
Steve Wildman		\$316.80
Todd Smith		\$818.10
Lauren Brookins		\$422.40
Doug Brown		\$457.13
Total Deposit		<u><u>\$8,226.15</u></u>

11:32 AM
10/27/10

#592 OAK POINTE WATER/SEWER FUND
Capital Improvement
Payment of Bills
October 14 - 27, 2010

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
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no checks issued

11:27 AM
10/27/10

#592 OAK POINTE WATER/SEWER FUND
Payment of Bills
October 14 - 27, 2010

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	10/20/2010	1906	AT & T	Oct 1 - nov 6, 2010	-419.69
Check	10/20/2010	1907	BRIGHTON ANALYTICAL	Sept and Oct 2010 invoices	-201.00
Check	10/20/2010	1908	COOPERS TURF MANAGEMENT, LLC	Inv #'s 8608 & 8616	-980.00
Check	10/20/2010	1909	GRUNDY ACE OF HOWELL	Inv 68278	-7.47
Check	10/20/2010	1910	STATE OF MICHIGAN	Inv# 649046	-410.00
Check	10/20/2010	1911	NORTHWEST PIPE AND SUPPLY, INC.	Inv 107806	-42.99
Check	10/20/2010	1912	SCHUTZ & CO., INC	Numerous invoices dated 10/12/0210	-1,119.30
Check	10/20/2010	1913	TETRA TECH, INC.	Inv 50390522	-231.13
Check	10/20/2010	1914	WASTE MANAGEMENT	Inv 7063599-1389-6 September 2010	-103.84
				Total	-3,515.42

11:55 AM
10/27/10

#595 PINE CREEK W/S FUND
Payment of Bills
October 14 - 27, 2010

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	10/14/2010	2064	City of Brighton	Acct 003054-000	-82,668.98
				Total	-82,668.98

12:05 PM
10/27/10

#503 DPW UTILITY FUND

Payment of Bills

October 14 - 27, 2010

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	10/15/2010	1541	U.S. POSTMASTER	MHOG Quarterly billing July - Sept 2010	-1,186.78
Check	10/15/2010	1542	Carol Hanus	Toll Free # & Internet	-123.54
Check	10/18/2010	1543	BUSINESS IMAGING GROUP	Inv 211337	-29.47
Check	10/18/2010	1544	CAVALIER	September 2010 charges	-22.19
Check	10/18/2010	1545	LOWE'S	September 2010 charges	-527.05
Check	10/18/2010	1546	Fire Protection Plus, Inc.	Inv 010113	-100.00
Check	10/18/2010	1547	SWANN'S CLOTHING STORE	Safety boots for Dave Miller	-234.98
Check	10/18/2010	1548	Wells Fargo Financial Leasing	October 2010 lease charges	-313.02
Check	10/27/2010	1549	USABlueBook	Inv 251381 dated 10/7/2010	-4,677.66
Check	10/27/2010	1550	Verizon Wireless	Cell phones - Utility Dept 9/13 - 10/12/10	-306.03
Total					-7,520.72

12:11 PM
10/27/10

#504 DPW RESERVE FUND

Payment of Bills

October 14 - 27, 2010

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
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no checks issued

11:16 AM
10/27/10

#593 LAKE EDGEWOOD W/S FUND

Payment of Bills

October 14 - 27, 2010

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Amount</u>
Check	10/14/2010	1814	Service from 9/2/2010 - 10/4/2010	-106.22
Check	10/14/2010	1815	Inv 8609	-248.00
Check	10/14/2010	1816	Acct# 16610 Re: Ruth Pittinger	-1,095.00
Check	10/14/2010	1817	Utility Bill Lake Edgewood West 06/30 - 9/30/10	-13.72
Check	10/14/2010	1818	Inv 131452 dated 9/29/2010	-3,787.00
Check	10/14/2010	1819	Inv 50390522	-118.38
Check	10/21/2010	1820	Sept 8 - Oct 13, 2010	-292.95
Check	10/21/2010	1821	Invoices 2229 - 2236	-639.60
Total				-6,300.87

GENOA CHARTER TOWNSHIP
ELECTION COMMISSION
OCTOBER 18, 2010
6:25 P.M.

MINUTES

Clerk Skolarus called the meeting of the Election Commission to order at 6:25 p.m. at the Genoa Township Hall. The following board members were present constituting a quorum for the transaction of business: Paulette Skolarus, Jean Ledford and Steve Wildman. Also present were: Gary McCririe, Robin Hunt, Jim Mortensen and Todd Smith.

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

1. Discussion of salaries and election officials for persons scheduled to work the November 2, 2010 General Election with a recommendation to the Township Board.

Moved by Ledford, supported by Wildman, to recommend to the Township Board the salaries and officials scheduled to work the Nov. 2, 2010 General Election. The motion carried unanimously.

The meeting was adjourned at 6:27 p.m.

GENOA CHARTER TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
OCTOBER 18, 2010
6:30 p.m.

MINUTES

Supervisor McCririe called the regular meeting of the Township Board to order at 6:30 p.m. The Pledge of Allegiance was then said. All board members listed above remained for the regular meeting of the board. There was one person in the audience.

A Call to the Public was made with no response.

Approval of Consent Agenda:

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

1. Payment of Bills

2. Request to approve minutes: 10-4-10

3. Request for approval of salaries and election officials for persons scheduled to work the November 2, 2010 General Election as recommended by the Election Commission.

4. Request approval to accept Mike Howell's letter of resignation from the Genoa Township Zoning Board of Appeals.

5. Request approval to appoint Chris Grajek to the Genoa Township Zoning Board of Appeals for the remainder of Mike Howell's term.

Approval of Regular Agenda:

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

6. Request for approval of the installation of heaters in the park pavilion.

Moved by Smith, supported by Skolarus, to defer the purchase of a heating system until next year. The motion carried unanimously.

McCririe advised the board that he was working with Howell Parks and Recreation to provide outdoor concerts near the sledding hill.

Ledford inquired of the item listed on Brighton Township's agenda concerning Genoa Township and a future transfer agreement related to the connection of the Westgate Office Center. McCririe advised the board that this action concerns the excessive discharge of sodium into the Lake Edgewood Sewer District that is not within permit limits. A transfer of this discharge to Brighton Township Sewer District would eliminate the problem.


The schedule for meeting in November and December allows for a single meeting on the first Monday of each month.

The regular meeting of the Genoa Charter Township Board was adjourned at 6:50 p.m.

Paulette A. Skolarus
Genoa Township Clerk

(Press/argus 10/22/2010)

MEMORANDUM

TO: Township Board
FROM: Mike Archinal 
DATE: 10/28/10
RE: Concrete Repair

Please find attached an estimate from Eagle Rock Concrete for the repair of approximately 90 square feet of concrete around the Township Hall and the removal of a small portion of asphalt path adjacent to our neighbor to the east. The areas of repair are adjacent to the garage and the handicap parking area. The asphalt removal is for a section of path that doesn't really lead anywhere and is intended to discourage people from walking adjacent to the neighbor's backyard.

Moved by _____, supported by _____, to approve the proposal for concrete repair and asphalt removal from Eagle Rock Concrete in the amount of \$1,675.

EAGLE ROCK CONCRETE

810.227.5380

Ray Lanning

6740 Herbst Road Brighton, MI 48114

State of Michigan Builders/Contractors license # 2101072380

Genoa Township/ Michael Archinal

RE: proposal

Job description:

Remove and replace approx. 90 sq. ft concrete

Saw cut and remove 100' X 8.5' of asphalt, haul away.

Install top soil, seed and straw area where asphalt was removed.

Total price

\$ 1675.00

Thank you

Memo

To: Genoa Twp Board
From: Robin Hunt
Date: 10/29/2010
Re: 2010 Winter Tax Roll Change Request

Please consider for approval my request to increase the amount levied on the Refuse Special Assessment roll for the 2010 Winter Tax Roll to include parcel #4711-36-301-240. In reviewing the Assessor's records it has come to our attention that a new residential home was not included in the roll.

Detail on this addition is as follows:

Parcel #4711-36-301-040	Refuse	\$105.00	\$ 1.05	Admin.Fee
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Please let me know if you have any questions. Thank you for your consideration.

MEMORANDUM

TO: Township Board

FROM: Mike Archinal, Manager 

DATE: 10/20/10

RE: Municipal Park Naming Rights

Please find attached a revised Request for Proposals for naming rights for the Township Hall park property. The document has been revised to show updated schedule, term and compensation benchmarks. Also attached you will find a list of targeted corporations. The RFP will be sent to the companies on this list as well as local Chambers of Commerce. If any of you have additional organizations you would like to target please let me know. Please consider the following action:

Moved by _____, supported by _____, to direct staff to issue the Municipal Park Naming Rights Request for Proposal as prepared by staff.

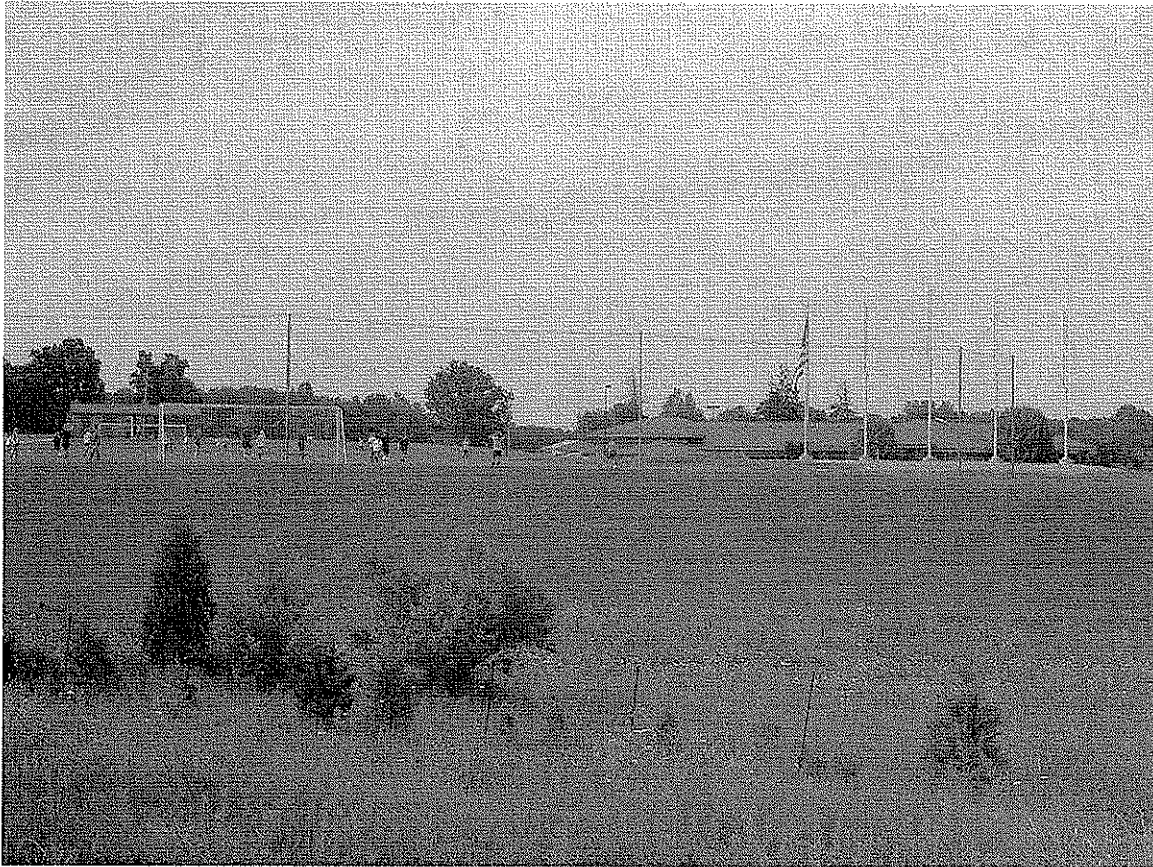
Genoa Athletic Fields Naming Rights Sponsor List

5/3 Bank
ALDI
Applebees
Bank of America
Bennigans
Bordines
Brighton Honda
Buffalo Wild Wings
Champion
ChemTrend
Citizen's Insurance
Cleary University
Comerica
Consumers Energy
Costco
CRW Plastics
Crystal Gardens
Datapak
Dicks Sporting Goods
DTE
Dykema Gossett
Elder Beerman
English Gardens
Ensign
First National Bank
Gatorade
Google
Gorman-Rupp
ITC
Keller-Williams
Krug
LOC Credit Union
Lowe's
Mariah Power
McDonalds
Meijer
Pepsi
PNC

Press and Argus
Re/Max
Shell
Speedway
St. Joseph Hospital
Subway
Summit Sports
Sunoco
TCF
Tetra Tech
Vernors
Waldecker
Waste Management
WHMI
Wilson
Wonderland



Genoa Charter Township, Michigan
Municipal Park Naming Rights
Request for Proposals



Title: Naming Rights for the Genoa Charter Township Athletic Field and Municipal Park.

Issue Date: XXXXXXXX XX, 2010

Issued By: Genoa Charter Township
Michael Archinal, Township Manager
2911 Dorr Road
Brighton MI 48116

I. Introduction and Purpose:

The Genoa Charter Township municipal park is located at 2911 Dorr Road, Brighton Michigan. The Township Hall was built in 1998 on 45 acres of land located directly adjacent to I-96. In 2007 the Township completed the construction of two athletic fields used primarily for soccer. The fields are programmed for activities jointly by the Howell Area Parks and Recreation Authority (HAPRA) and the Southeastern Livingston County Recreation Authority (SELCRA) which provides activities for the greater Brighton area.

Genoa Township has a population of approximately 20,000 people. The fields receive a large amount of use and draw people from throughout the region. The fields are irrigated and are maintained at a very high level assuring high quality turf. A pavilion was completed in 2010 that provides restrooms, storage and a sheltered picnic area with tables. A .65 mile walking/bike path winds around the site through uplands and an attractive wetland complex. The path receives a large amount of use and is kept open throughout the year. A large American flag serves as a landmark and draws further attention to the site.

Construction of a sledding hill to encourage use of the site during the winter months has recently been completed. The hill will provide 40 feet of vertical fall and is built with 25,000 cubic yards of material. Grading on the southwest corner of the site in association with construction of the hill will provide an additional parking lot and an additional athletic field.

Five hybrid wind turbine/photovoltaic green energy conversion systems were recently installed. These vertical turbines have a unique and attractive look and have a rated capacity of 9.5 kW. The systems were constructed through a Michigan Energy Efficiency Community Development Block Grant funded by the American Recovery and Reinvestment Act. The turbine and solar hybrids are a demonstration project taking advantage of the properties high visibility and proximity to I-96. The hybrid systems have generated significant press coverage and public interest in the site from those interested in green energy alternatives.

The purpose of this Request for Proposals is to associate a corporate name with the public park. At a minimum the successful bidder will be allowed to place a graphic identifying

its corporate sponsorship on a high quality highly visible masonry sign directly adjacent to I-96. Other benefits of the naming rights package are discussed in Section III

II. Community and Organizational Information:

Genoa Charter Township is located in southeastern Michigan between the cities of Brighton and Howell. The Grand River Avenue corridor and Interstate 96 provide direct access to our business district. The township is centrally and strategically located within 45 miles of Detroit, Lansing, Ann Arbor, Flint and Toledo. The township has a total area of 36.3 square miles (94.1 km²), of which, 34.2 square miles (88.7 km²) of it is land and 2.1 square miles (5.4 km²) of it (5.78%) is water.

As of the census of 2000, there are 15,901 people, 5,839 households, and 4,560 families residing in the township. The population density is 464.2 per square mile (179.3/km²). There are 6,346 housing units at an average density of 185.3/sq mi (71.5/km²). The Township enjoyed substantial growth between 2000 and the current economic downturn. Current estimates place the Township population at around 20,000.

There are 5,839 households out of which 36.2% have children under the age of 18 living with them, 67.5% are married couples living together, 7.4% have a female householder with no husband present, and 21.9% are non-families. 17.3% of all households are made up of individuals and 5.5% has someone living alone who is 65 years of age or older. The average household size is 2.72 and the average family size is 3.08.

The median income for a household in the township is \$71,398, and the median income for a family is \$79,988. Males had a median income of \$59,229 versus \$31,020 for females. The per capita income for the township is \$32,601.

Despite statewide economic difficulties Genoa Charter Township has maintained financial stability. The Township has no outstanding general fund debt. Moody's recently upgraded the Township's bond rating to GOLT A1. Genoa's millage rate is a remarkably low .8146.

The Township is a model of stability and good local government. The Township Board is congenial and extremely business like. Our Clerk and Treasurer have tenure of 25 years each. Our Supervisor has been here for 10 years his predecessor for 16. The Township Manager has been here for 12 years and has a Master's degree in Public Administration. Our professional staff is long tenured and dedicated to providing excellent customer service. Genoa has very little controversy and would cast favorable light on a corporate partner.

The architecture and materials used on the site are high quality. The Township Hall, pavilion, garage and Fire Hall all utilize brown and red brick creating an attractive campus like setting. Photographs of the buildings and the site are provided:

III. Benefits in the Naming Rights Package:

A high quality lit masonry sign incorporating the Genoa Township Logo and the successful bidder's corporate graphics will be placed directly adjacent to I-96. The exact location and design, to be determined, will provide excellent visibility to both east-bound and west-bound traffic. 24 hour traffic counts are: east-bound 37,381 and west-bound 41,075. An entrance sign on Dorr Road and other directional signage will identify the corporate identity.

Name and logo identification will be made in all official facility references made by the Township including, but not limited to, the following:

- Media Correspondence
- Media Placement – television, radio and print
- Website with links
- Facility related marketing and publications

Other means of establishing the corporate presence will be considered.

IV. Selection Criteria Details:

Any and all proposals will be considered. The Township Board has offered the amount of \$3,000 per month as an expected benchmark. The respondent will address, at a minimum the items listed below.

- Financial Proposal. Respondent shall outline its financial proposal including, but not limited to, payment plan and escalation factors in sufficient detail so that a thorough analysis of the proposal may be performed. In valuing naming rights corporations generally consider the following attributes:
- Term. Respondent shall outline the proposed term of the agreement. A minimum of five (5) years is contemplated. Renewal options may be included.
- Exclusivity. Respondent shall have the sole right to the benefits identified in Section III during the term of the agreement.
- Proposed Name of the Facility. Respondent may propose alternate names for the facility. These will be discussed more fully during the negotiation process with Genoa Township having approval authority for the name of the facility and associated graphics.
- Financial Stability. Respondent shall submit with its proposal sufficient evidence of its financial stability.

Respondents are welcome to include any additional information deemed appropriate for consideration.

V. Request for Proposal Process:

Proposals will be evaluated on the basis of criteria deemed most appropriate for a successful partnership. The criteria include, but are not limited to, the following:

- Financial structure of the proposal.
- Term of the proposal
- Nature of the respondent's business and its compatibility with the Township and the park
- Other incentives offered by the respondent such as site improvements or field lighting.
- Financial stability of the corporate partner.

Timetable:

November 1, 2010 – Genoa Charter Township Board authorizes Naming Rights RFP

November 8, 2010 – Staff forwards RFP to area Chambers of Commerce, C.O.C members and other selected corporations.

November 12, 2010 – Staff publishes invitation to submit proposal in the Press and Argus.

November 12, 2010 – Staff posts invitation to submit proposal on the Township web site.

December 8, 2010 – 10:00 AM - Non-mandatory pre-submittal meeting and site tour with the Township Manager and Planning Director.

January 12, 2011 – 5:00 PM – Deadline for submission of eight (8) hard copies of proposal.

January 13, 2011 – January 26, 2011 – Staff Evaluation of Proposals

February 7, 2011 – Township Board consideration of proposal, approval of an award and direction to staff to negotiate an agreement.

• **McCRIRIE & CAMERON** •
ATTORNEYS AND COUNSELORS



317 W. Main Street, Brighton, MI 48116-1525
Phone (810) 229-6167 Fax (810) 229-0250
E-mail: mc-cam-law@cac.net

William D. McCririe, Sr.

Douglas D. Cameron

Victoria L. Lesner

Frank J. Mancuso, Jr.

October 26, 2010

GENOA TOWNSHIP

OCT 27 2010

RECEIVED

Mr. Bob Parker
704 E. Grand River
Howell, MI 48843

**RE: Genoa Township
Raymond Fillmore Park**

Dear Mr. Parker,

Enclosed is a copy of the proposed athletic field lease between the County of Livingston and Genoa Charter Township for your review. Please note as we've discussed on the telephone I made a slight change to Paragraph 7 by adding the words "up to" before the words "four (4) baseball diamonds" in the second line.

Please contact me if you have any questions or comments. Also please let me know when the board of commissioners will be meeting to address this matter.

I look forward to hearing from you soon.

Very Truly Yours,

McCRIRIE & CAMERON

Frank J. Mancuso, Jr.

FJM/kdl

Cc: Mike Archinal
Amy Ruthig

**Athletic Fields Lease
Between the County of Livingston
and Genoa Charter Township**

This lease is effective on _____, _____ 2010 between the County of Livingston (Landlord), whose address is 304 East Grand River, Suite 201, Howell, MI 48843 and Genoa Charter Township (Tenant), whose address is 2911 Dorr Road, Brighton, MI 48116 upon the following terms and conditions:

1. Premises. Landlord hereby leases to Tenant, real property containing approximately 198 acres of land, more or less, located in Genoa Township, Livingston County, Michigan described as follows:

Section 2, T2N, R5E, E ½ of SE1/4 80A, Tax Parcel Number 4711-02-400-002
Section 1, T2N, R5E, E ½ of SW ¼ 80A, Tax Parcel Number 4711-01-300-006
Section 1, T2N, R5E, SW ¼ of SW ¼ 40A, Tax Parcel Number 4711-01-300-005

Excepting 2 acres, more particularly described as follows:

A parcel of land located in the Southeast quarter of Section 2, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, said parcel more fully described as: Commencing at the Southeast corner of said Section 2, T2N-R5E, Genoa Township: thence North 01 ° 54' 34" West, 1,222.92 feet on the East line of said Section and Centerline of "Kellogg Road" (66' wide, public) to the POINT OF BEGINNING; thence South 88 ° 05' 26" West, 295.13 feet; thence North 01 ° 54' 34" West, 295.16 feet parallel with said East line; thence North 88° 05' 26" East, 295.13 feet; thence South 01 ° 54' 34" East, 295.16 feet on said East line and Centerline to the POINT OF BEGINNING, said parcel contains 2.0 acres, more or less, being subject to easements and restrictions of record, if any, including the rights of the public within the public right of way of "Kellogg Road."

More commonly known as: 724 South Kellogg Road, Brighton, Michigan 48114
(the "Premises")

2. Term. The term of this lease shall be for twenty-five (25) years commencing on _____, _____, 2010, the "commencement date" and shall expire on _____, _____, 2030 (the "Initial Term"). Notwithstanding the above, the commencement of this Lease is conditioned upon Tenant obtaining from the Michigan Department of Natural Resources and Environment ("MDNRE") grant for construction of up to four (4) baseball fields with associated parking in the amount of \$_____. Tenant agrees to promptly apply for said grant and to diligently pursue said grant. Landlord shall cooperate in all reasonable respects with Tenant and the MDNRE in securing said grant. If the MDNRE grant is not approved or received by Tenant, then Tenant shall have the option to immediately terminate this Lease.

At the expiration of the Initial Term, this lease shall automatically renew for an

additional period of twenty-five (25) years (the "Renewal Term"). At the expiration of the First Renewal Term, this Lease shall automatically renew for an additional twenty-five (25) years (the "Second Renewal Term"). Notwithstanding the above, either party may terminate this Lease without cause by providing written notice at least ninety (90) days prior to the expiration of the Initial Term or Renewal Term as applicable and in such event this Lease shall terminate at the end of the Term or Renewal Term as applicable. All references to "term" throughout this Agreement shall include the Initial Term and any Renewal Term.

3. Rent. Tenant shall pay to landlord as annual rent the sum of one (\$1) dollar during the term of this Lease.

4. Use. Tenant shall maintain the premises as a pleasant setting for use and enjoyment by the residents of Livingston County as athletic fields (baseball, soccer, football, lacrosse, or any other lawn sport), picnic ground, hiking paths, and other similar uses (the "Permitted Uses") and for no other purposes without the prior written consent of Landlord.

5. Scheduling of Events. Tenant or its designee shall be solely responsible for the booking and scheduling of games, practices and events on the Premises. Tenant shall ensure that games are properly supervised. Tenant shall not intentionally and knowingly use the premises for any purpose or in any manner in violation of any law, ordinance, rule or regulation.

6. Operating Expenses. Tenant agrees that during the Term of this Agreement it will pay for the following:

- (a) Maintenance of the athletic fields including mowing, fertilizing, grass seeding and watering.
- (b) striping the athletic fields for athletic events,
- (c) electricity and other utility costs.
- (d) the cost of maintaining the Property including, pick up and removal of debris and trash, cleaning of restroom facilities,
- (e) repairs to the facilities such as the athletic fields, walking paths, picnic areas, and repairs to any structures built (if any),
- (f) signage for the park, including posting "No Alcohol Allowed" signs

7. Improvements. Tenant may construct the improvements depicted on **Exhibit 1** attached hereto, up to four (4) baseball diamonds and a parking area. Tenant may construct additional facilities that are reasonably necessary or compatible with the Permitted Uses including, without limitation, athletic fields, parking areas, restroom facilities, lighting, fencing, etc. Construction of all such additional improvements shall not be made unless and until Tenant submits plans and specifications for such improvements to Landlord and Landlord approves such improvements in writing, provided, however, that Landlord's approval shall not be unreasonably withheld or delayed. Tenant shall be responsible for obtaining all necessary governmental permits and approvals (including building permits and certificates of occupancy) required for the construction of such improvements.

All improvements made by Tenant shall be deemed to have attached to the leasehold and to have become the property of Landlord upon such attachment, and upon expiration or

termination of this Lease, Tenant shall not remove any of such improvements, except trade fixtures and signs installed by Tenant and personal property of Tenant (hereinafter collectively referred to as "Tenant's Property").

8. Notification to Participants. Tenant shall post signs in the Park that conspicuously display the following rules:

- a. Parking is allowed only within designated parking areas within the Park.
- b. Athletic facility users must stay within the boundaries of the facility and that trespassing onto the adjacent property shall not be allowed under any circumstances.
- c. Participants must remove all debris from the athletic fields and the surrounding area immediately after the completion of all games.
- d. No alcohol or tobacco usage allowed.
- e. All pets must be leashed.

Tenant may promulgate and post additional rules that it deems are necessary or advisable to maintain the character and purposes of the Park.

9. Waste Collection. Tenant shall provide a sufficient number of waste collection containers to prevent littering on the Premises and shall arrange for trash collection on a regular basis.

10. No Trespassing. Landlord shall post "No Trespass" notices adequate in size and number on the boundary of the Premises to alert the users of the athletic facility as to the boundary of the Premises and to remind them not to trespass onto the adjacent property.

11. Parking Control. During any tournaments conducted on the Premises, Tenant shall provide parking controls to ensure that participants park only in the areas designated for parking and do not park on adjacent property.

12. Meetings. Landlord or Tenant may periodically request meetings to discuss issues related to park administration and management.

13. Insurance. Tenant shall provide adequate insurance coverage for itself, equipment, its employees, and its recreation personnel as it relates to the terms and conditions of this agreement. Tenant shall indemnify and hold harmless, the County from any loss or damage that may be claimed to have arisen through the alleged negligent acts or omissions of the Tenant. The County shall provide adequate insurance coverage for itself, its employees and any other personnel under the terms of this Agreement, holding Tenant harmless for any loss or damage that may be claimed to have arisen through the alleged negligent acts or omissions of the County.

14. Holding Over. If Tenant remains in possession of the premises after the expiration or termination of the Lease and without signing a new Lease, Tenant shall be deemed to be occupying the premises as a Tenant from month to month, subject to all of the conditions, provisions, rent and obligations of this Lease insofar it can be applicable to a month to month tenancy, cancelable by either party upon sixty (60) days written notice to the other.

15. Quiet Enjoyment. Landlord warrants that it has the right to lease the premises to Tenant and that the individuals executing this lease have the authority to enter into this Lease on behalf of Landlord. Landlord covenants that Tenant shall, while Tenant is not in default of the terms of this Lease, peaceably and quietly hold and enjoy the premises for the lease term, without interference or hindrance from Landlord or persons claiming by or through Landlord.

16. Assignments and Subleases. Tenant agrees not to assign or sublet all or any part of the Premises without Landlord's prior written consent, except that Tenant may sublease a portion of the Premises to the Michigan Alliance for the development of a portion of the Premises into soccer fields and for the ongoing management and maintenance of said soccer fields on such terms as Tenant deems reasonable. Any such sublease shall be subject to the terms of this lease and the term of any such sublease shall not be greater than the Term of this Agreement. Tenant may also assign management duties to a qualified third party without the consent of landlord. Any required consent of Landlord for any assignment or sublease shall not be unreasonably withheld or delayed.

18. General.

(a) Entire Agreement. The parties hereto understand and agree that this lease contains the entire agreement between them and that no alteration, modification, rescission or cancellation hereof, either in whole or in part, shall be effective or binding unless and until the same be reduced to writing and signed by the party hereto against whom the enforcement of such alteration, modification, rescission or cancellation is sought.

(b) Notice. Any notice given by any party hereto to any other party hereto shall be sufficient if mailed to the party for whom such notice is intended at its address set forth herein by first class mail with postage fully prepaid thereon and shall be deemed effective when mailed.

(c) Governing Law. This agreement shall be interpreted under the laws of the State of Michigan.

(d) Force Majeure. In the event Landlord or Tenant is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lockouts, labor troubles, casualties, failure or lack of utilities, governmental laws or regulations, riots, insurrection, war, acts of God, or other causes beyond the reasonable control of Landlord or Tenant, neither party shall be liable for the delay, and the period for the performance by either party shall be extended for a period equivalent to the period of such delay.

(e) Waiver. One or more waivers of any covenant or condition by the Landlord or by the Tenant shall not be construed as a waiver of a further breach of the same covenant, condition or any other covenant attached hereto.

(f) Enforceability. If any provision of this Lease shall prove to be illegal, invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and in lieu of each provision of this Lease that is illegal, invalid or unenforceable, there shall be added as a part of this Lease a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which would be legal, valid and

enforceable.

The parties hereby represent that the persons executing this agreement have authority by law, charter, or resolution to bind both parties to this agreement.

This agreement is entered as of this _____ day of _____, 2010.

COUNTY OF LIVINGSTON,
a body public.

By: _____

Name Printed: _____

Its: _____

GENOA CHARTER TOWNSHIP,
a Michigan Municipal Corporation

By: _____
Gary McCririe, Supervisor

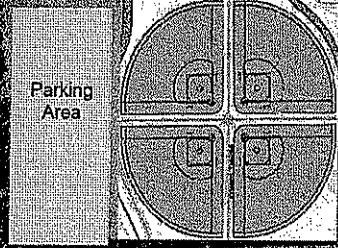
By: _____
Paulette A. Skolarus, Clerk

Consent of Raymond Fillmore Trust. The Trustee of the RAYMOND FILLMORE TRUST, dated November 28, 1995, as amended and restated, (the "Trust") by signing below consents to the terms of this Lease and agrees that this Lease is consistent with the terms of the Trust and furthers the Grantor's stated intention for the use of the Premises under the terms of the Trust and under the terms of the Quit Claim Deed dated December 21, 2006 and recorded on February 6, 2007 as instrument number 2007R-004623, Livingston County Records.

RAYMOND FILMORE TRUST

By: _____
Monica Heim, Trustee

Exh.
↑



Legend

Fillmore Park

1 inch = 200 feet

Fillmore Fields
Fillmore County Park
Livingston County, Michigan



Map created by Genoa Township.
GIS data provided by Livingston County.
Locations of property lines are approximate
and shall not be used for survey purposes.
June 2, 2019