

**GENOA CHARTER TOWNSHIP ELECTION COMMISSION**

**Special Meeting**

**January 7, 2008**

**6:25 P.M.**

**AGENDA**

1. Consideration and recommendation of election officials scheduled to work the Presidential Primary on January 15, 2008.

Adjournment

**Genoa Charter Township Board  
Regular Meeting and Public Hearing**

**January 7, 2008**

**6:25 P.M.**

**AGENDA**

Call to order

Pledge of Allegiance

Call to the Public

**Approval of Consent Agenda:**

1. Payment of Bills
2. Approval of Minutes: 12-17-07
3. Consideration of a recommendation from the Election Commission for approval for all officials scheduled to work the Presidential Primary.
4. Request for approval to purchase a work truck for the Utility Director.
5. Approval of meeting schedule for the 2008-2009 fiscal year.
6. Request for approval of contract for Professional Planning Services.

**Approval of Regular Agenda:**

7. Request for approval of a fence contract award for the Township Athletic Complex.
8. Request for approval of a resolution authorizing execution of a Livingston Wireless Internet Service Contract.

9. Consideration of granting a non-exclusive easement agreement for lot 2 Long Lake Shores Subdivision.

10. Request for approval of a final PUD site plan application, impact assessment, and PUD agreement for a proposed 5,200 sq. ft. retail/office building located at 2160 E. Grand River, petitioned by William Colley Architect.

Correspondence

Adjournment

Election Commission Meeting  
6:25 p.m.

Call to order

Approval of Agenda

1. Consideration and recommendation of election officials scheduled to work the Presidential Primary on Jan. 15, 2008.

Adjournment

Regular Agenda (Consent)

1. Consideration of a recommendation from the Election Commission for approval of all officials scheduled to work the Presidential Primary.

**GENOA TOWNSHIP ELECTION OFFICIALS**  
Polly Skolarus (Clerk) & Mary Krencicki (Deputy Clerk)  
Ph. (810) 227-5225  
Jan. 15, 2008 (Presidential Primary Election)

Precinct #1 Cleary University - 1014

Judi Ross, Co-Chairman – R  
Joyce Matevia, Co-Chairman – D  
Toni Rynicke – D  
Kathryn Schreyer-Poppy – R  
Ralph Bayless – R  
Kenneth Frasheski – D

Precinct #9 – Cleary University - 2088

Ann Brennan, Co-Chairman – R  
Gerald Matevia, Co-Chairman – D  
Cheryl Frasheski – D  
Bonnie Steele- R  
Constance Jones – D  
Deborah Brennan – R

Precinct #2 - Three Fires School – 851

Edith Salyer, Co-Chairman – D  
Susan Ringuette, Co-Chairman – R  
Claudette Wilkinson – R  
Nancy Alles - R  
Pat Newton – D  
William Despot – D

Precinct #10 – Three Fires School - 1316

Kay Miling, Co-Chairman-D  
Don Binder, Co-Chairman – R  
Lynette Hodge-D  
Patricia Despot – D  
Nancy Battiata – R  
Jean Lizak – R

Precinct #3 - Community Bible - 1701

Betty Hogle, Co-Chairman – R  
Kristen Sapienza, Co-Chairman – R  
Betty Eiss-D  
Janet LaDuke – R  
Joan Hipple – R  
Richie Tank - D

Precinct #11 – Community Bible - 688

Don Binder, Co-Chairman – R  
Paul Sapienza, Co-Chairman – R  
Jack LaDuke – R  
John Hogle – D  
Louis Doucette – R

Precinct #5 - Chilson Hills - 1563

Pam Rietsch, Co-Chairman – D  
Richard Bodalski, Co-Chairman - R  
Keith Mahalak – R  
Diana Beach – R  
Carolyn Mahalak – R  
John Vettraino – R

Precinct #12 – Chilson Hills - 131

Janet Adamski, Co Chairman – R  
Paul Sebastian – R  
Shirley Albrant – R

Precinct #4 - Church of the Nazarene - 1314

Cecelia McClure, Co-Chairman – R  
Mary Lynn Bodalski, Co-Chairman – D  
Constance Ruff – D  
Glenn W. Nelson – R  
Richard Davis – R  
Carol McGrath – D

Precinct #6 – Church of the Nazarene - 2092

Cindi Howard, Co-Chairman – D  
Kay Spangler, Co-Chairman – R  
Carol Godwin – R  
Shelagh Davis – D  
Thomas Holmes – R  
Arnie Messing – D

Precinct #7 - Maltby Middle School - 821

Janice Bhavsar, Co-Chairman – R  
Donna June Nelson, Co-Chairman – R  
Jean Ledford – R  
Bob Assenmacher – R  
Thomas Kolinski – R

Precinct #8 – Maltby Middle School - 1236

Susan Sitner, Co-Chairman - R  
Diane Assenmacher, Co-Chairman – R  
Donald Baughn – D  
Paul Spangler – R  
Miriam Kolinski – R  
Ida Mae Boudreau Farris – R

Alternates:

None at this time

Elections/primary 2008 officials

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: January 7, 2008

TOWNSHIP GENERAL EXPENSES; Thru January 7, 2008	\$65,699.81
December 21, 2007 -Quarterly Payroll	\$5,967.79
December 28, 2007-Bi-Weekly	\$35,441.67
January 2, 2008-Monthly Payroll	\$14,659.32
OPERATING EXPENSES; Thru January 7,2008	\$168,531.01
TOTAL:	<u>\$ 290,299.60</u>

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
23542	Equitabl	Equivest Unit Annuity Lock Box	12/21/2007	20.00
23543	COXKRIS	Kristi Cox	12/12/2007	150.00
23549	Administ	Total Administrative Services	12/28/2007	241.90
23550	Equitabl	Equivest Unit Annuity Lock Box	12/28/2007	785.00
23551	SOM-TRE	State Of Mich- Dept Of Treasur	12/28/2007	3,105.38
23552	Administ	Total Administrative Services	01/02/2008	100.00
23553	Equitabl	Equivest Unit Annuity Lock Box	01/02/2008	270.00
23554	USTREASU	United States Treasury	01/02/2008	244.14
23555	ARCHINAL	Michael Archinal	12/26/2007	10,000.00
23556	ADT	ADT Security Services, Inc.	12/27/2007	211.58
23557	AMER PLA	American Planning Association	12/27/2007	372.00
23558	AT&TLONG	AT&T Long Distance	12/27/2007	33.80
23559	ATT& IL	AT&T	12/27/2007	697.66
23560	BRI CHAM	Brighton Area Chamber Of Comm	12/27/2007	160.00
23561	COMCAST	COMCAST	12/27/2007	93.95
23562	DTE LAKE	DTE Energy	12/27/2007	177.31
23563	Dyk	Dykerna Gossett, PLLC	12/27/2007	1,874.75
23564	ETNA SUP	Etna Supply Company	12/27/2007	1,770.00
23565	FASTENAL	Fastenal	12/27/2007	55.99
23566	FED EXPR	Federal Express Corp	12/27/2007	22.78
23567	GEHR	Deborah Gehr	12/27/2007	66.00
23568	HEIKKINE	Heikkinen Law Firm	12/27/2007	21.00
23569	J.J.JINK	J.J. Jinkleheimer & Co.	12/27/2007	191.86
23570	KIRSCH H	Hilda Kirsch	12/27/2007	60.50
23571	LOWES	Lowe's	12/27/2007	1,010.87
23572	MAGUIRE	Maguire Mailing Systems	12/27/2007	49.99
23573	MASTER M	Master Media Supply	12/27/2007	320.01
23574	MichMuni	Michigan Municipal Risk Mngmt	12/27/2007	21,536.00
23575	MPA	Lawrence R. Heslip	12/27/2007	2,019.00
23576	Net serv	Network Services Group, L.L.C.	12/27/2007	451.50
23577	PETTYCAS	Petty Cash	12/27/2007	27.98
23578	Ross	Judi A. Ross	12/27/2007	68.75
23579	RUFFC	Connie Ruff	12/27/2007	151.25
23580	RYNICK	Antoinette Rynicke	12/27/2007	44.00
23581	SHELL	Shell	12/27/2007	308.71
23582	Sitnar	Susan Sitner	12/27/2007	497.75
23583	STAUDER	Stauder, Barch & Assoc, Inc.	12/27/2007	400.00
23584	TRUEVAL	Howell True Value Hardware	12/27/2007	70.53
23585	TTMPS	Tetra Tech MPS	12/27/2007	9,424.58
23586	USA BLUE	USA Bluebook	12/27/2007	3,129.98
23587	VERIZONW	Verizon Wireless	12/27/2007	595.90
23588	WALMART	Walmart Community	12/27/2007	41.25
23589	WASTE MA	Waste Management	12/27/2007	1,200.00
23590	WYLIE	Wylie Soft Water	12/27/2007	289.99
23591	Unum	Unum Provident	01/02/2008	1,082.06
23592	ARCHINAL	Michael Archinal	01/07/2008	500.00
23593	CONTINEN	Continental Linen Service	01/07/2008	99.11
23594	Hach Com	Hach Company	01/07/2008	218.35
23595	Lehto	Neil J. Lehto	01/07/2008	135.00
23596	MASTER M	Master Media Supply	01/07/2008	188.65
23597	MCDONALD	McDonald Modular Solutions	01/07/2008	375.00
23598	Perfect	Perfect Maintenance Cleaning	01/07/2008	738.00

**Report Total: 65,699.81**

**First National  
Direct Deposit  
Quarterly Payroll  
December 21, 2007**

<u>Employee Name</u>	<u>Credit Amount</u>	<u>Debit Amount</u>
Adam Van Tassell	\$380.54	
Barb Figurski	\$815.05	
Dean Tengel	\$457.13	
Doug Brown	\$678.77	
<b>Genoa Township</b>		
H.J. Mortensen	\$526.24	
Joseph Perri	\$443.28	
Kevin Brady	\$443.28	
Steve Wildman	\$281.60	
<b>Total Deposit</b>	<u><u>\$4,025.89</u></u>	

EFT #: \_\_\_\_\_  
Internet: \_\_\_\_\_  
Date: \_\_\_\_\_



Accounts Payable  
Computer Check Register



User: angie  
Printed: 12/12/2007 - 10:14  
Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
9437	EFT-FED	EFT- Federal Payroll Tax	12/21/2007		52.48 349.68 349.68 81.79 81.79
Check 9437 Total:					915.42
23542	Equitabl	Equivest Unit Annuity Lock Box	12/21/2007		20.00
Check 23542 Total:					20.00
9438	FIRST NA	First National Bank	12/21/2007		4,025.89
Check 9438 Total:					4,025.89
Report Total:					4,961.31
11845 - 11847					Checks + 1006.48
					5967.79

Township of Genoa  
User: angie

Payroll  
Computer Check Register

Printed: 12/12/07 10:05  
Batch: 670-12-2007

<u>Check No</u>	<u>Check Date</u>	<u>Employee Information</u>	<u>Amount</u>
11845	12/21/2007	GRAJEK Christopher Grajek	443.28
11846	12/21/2007	Lowe Diana Diana Lowe	140.80
11847	12/21/2007	Olson Teri Teresa Olson	422.40
Total Number of Employees: 3		Total for Payroll Check Run:	1,006.48

**First National  
Direct Deposit  
December 28, 2007  
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$954.67
Amy Ruthig		\$954.12
Angela Williams		\$440.05
Barb Kries		\$916.68
Beverly Wilson		\$1,252.17
Carol Hanus		\$1,128.56
Dave Estrada		\$948.47
Deborah Rojewski		\$2,140.67
<b>Genoa Township</b>	<b>\$21,915.08</b>	
Greg Tatara		\$2,149.70
H.J. Mortensen		\$0.00
Judith Smith		\$1,024.14
Karen J. Saari		\$857.96
Kelly VanMarter		\$1,799.52
Laura Mroczka		\$1,182.96
Mary Krencicki		\$804.14
Michael Archinal		\$2,491.76
Renee Gray		\$856.66
Robin Hunt		\$1,184.69
Tammy Lindberg		\$828.16
<b>Total Deposit</b>		<b><u><u>\$21,915.08</u></u></b>

EFT #: \_\_\_\_\_  
INTERNET: \_\_\_\_\_  
CHECK BOOK: \_\_\_\_\_

Accounts Payable  
Computer Check Register



User: angie

Printed: 12/20/2007 - 10:45

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
23549	Administ	Total Administrative Services	12/28/2007		241.90
				Check 23549 Total:	241.90
9440	AETNA LI	Aetna Life Insurance & Annuity	12/28/2007		25.00
				Check 9440 Total:	25.00
9441	EFT-FED	EFT- Federal Payroll Tax	12/28/2007		3,656.19 1,921.28 1,921.28 449.32 449.32
				Check 9441 Total:	8,397.39
9442	EFT-PENS	EFT- Payroll Pens Ln Pyts	12/28/2007		367.36
				Check 9442 Total:	367.36
23550	Equitabl	Equivest Unit Annuity Lock Box	12/28/2007		785.00
				Check 23550 Total:	785.00
9443	FIRST NA	First National Bank	12/28/2007		275.00 2,425.00 19,215.08

Check 9443 Total: 21,915.08

23551 SOM-TRE State Of Mich- Dept Of Treasur 12/28/2007 12/20/2007 3,105.38

Check 23551 Total: 3,105.38

Report Total:

# 11848  
Checks + 34,837.11  
604.56  
\$ 35,441.67

Township of Genoa  
User: angie

Payroll  
Computer Check Register

Printed: 12/20/07 10:06  
Batch: 625-12-2007

<u>Check No</u>	<u>Check Date</u>	<u>Employee Information</u>	<u>Amount</u>
11848	12/28/2007	Howard Cinthia Howard	604.56
Total Number of Employees: 1		Total for Payroll Check Run:	604.56

**First National  
Direct Deposit  
January 2, 2008  
Monthly Payroll**

<b><u>Employee Name</u></b>	<b><u>Debit Amount</u></b>	<b><u>Credit Amount</u></b>
<b>Genoa Township</b>	<b>\$6,215.43</b>	
Adam Van Tassel		\$507.63
Gary McCririe		\$1,723.85
H.J. Mortensen		\$332.46
Jean Ledford		\$463.94
Paulette Skolarus		\$2,541.63
Steve Wildman		\$316.80
Todd Smith		\$329.12
<b>Total Deposit</b>		<b><u><u>\$6,215.43</u></u></b>

Accounts Payable  
Computer Check Register



User: angie

Printed: 12/26/2007 - 11:15

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
23552	Administ	Total Administrative Services	01/02/2008		100.00
			Check 23552 Total:		100.00
9444	AETNA LI	Aetna Life Insurance & Annuity	01/02/2008		250.00
			Check 9444 Total:		250.00
9445	EFT-FED	EFT- Federal Payroll Tax	01/02/2008		2,096.16 873.54 873.54 204.30 204.30
			Check 9445 Total:		4,251.84
9446	EFT-PENS	EFT- Payroll Pens Ln Pyts	01/02/2008		295.11
			Check 9446 Total:		295.11
23553	Equitabl	Equivest Unit Annuity Lock Box	01/02/2008		270.00
			Check 23553 Total:		270.00
9447	FIRST NA	First National Bank	01/02/2008		6,165.43 50.00



Check 9447 Total:

6,215.43

23554

USTREASU United States Treasury

01/02/2008

01/02/2008

244.14

Check 23554 Total:

244.14

Report Total:

11,626.52

CK#  
11849-11851

+ 3032.80

14659.32

Township of Genoa  
User: angie

Payroll  
Computer Check Register

Printed: 12/26/07 11:00  
Batch: 601-01-2008

<u>Check No</u>	<u>Check Date</u>	<u>Employee Information</u>	<u>Amount</u>
11849	01/02/2008	KrencickiM Mary Krencicki	1,344.94
11850	01/02/2008	Lindberg Tammy Lindberg	1,285.30
11851	01/02/2008	Williams Angela Williams	402.56
Total Number of Employees: 3		Total for Payroll Check Run:	3,032.80

11:00 AM  
01/03/08

**#592 OAK POINTE WATER/SEWER FUND**  
**Payment of Bills**  
December 13, 2007 through January 3, 2008

Date	Num	Name	Memo	Account	Amount
12/18/2007	876	AT & T	11/08/07-12/07/07	103 · CASH - FNB NEW CHECKING	-359.68
12/18/2007	877	BRIGHTON ANALYTICAL LLC	lab costs	103 · CASH - FNB NEW CHECKING	-1,080.00
12/18/2007	878	HI-LINE	supplies	103 · CASH - FNB NEW CHECKING	-86.20
12/18/2007	879	TTMPS	services	103 · CASH - FNB NEW CHECKING	-2,380.84
12/18/2007	880	VELOCITY PUMPS	grinder rebuilds	103 · CASH - FNB NEW CHECKING	-1,015.00
12/18/2007	881	OAK POINTE NEW USER FUND	Oak Pointe Country Club	103 · CASH - FNB NEW CHECKING	-776.92
12/18/2007	882	TRI SQUARE CONSTRUCTION LLC	Skylight repair	103 · CASH - FNB NEW CHECKING	-1,619.69
01/03/2008	885	AT & T	11/20/07-12/19/07	103 · CASH - FNB NEW CHECKING	-258.69
01/03/2008	886	AAA SERVICE NETWORK	blower motor	103 · CASH - FNB NEW CHECKING	-376.95
01/03/2008	887	BRIGHTON ANALYTICAL LLC	lab costs	103 · CASH - FNB NEW CHECKING	-408.00
01/03/2008	888	CLEARWATER SYSTEMS	filters	103 · CASH - FNB NEW CHECKING	-1,066.83
01/03/2008	889	DTE ENERGY	11/27/07-12/27/07	103 · CASH - FNB NEW CHECKING	-410.35
01/03/2008	890	GENOA TWP UTILITY FUND	Lowes bills	103 · CASH - FNB NEW CHECKING	-430.44
01/03/2008	891	J.C.'s Countryside Plbg, LLC	OPWTP	103 · CASH - FNB NEW CHECKING	-315.50
01/03/2008	892	MPA TRUCKING	snow plow 12/01-12/15/07	103 · CASH - FNB NEW CHECKING	-227.00
01/03/2008	893	STANDARD ELECTRIC	supplies	103 · CASH - FNB NEW CHECKING	-661.11
01/03/2008	894	STATE OF MI	Land Fee Application	103 · CASH - FNB NEW CHECKING	-1,173.76
01/03/2008	895	WASTE MANAGEMENT	OP Waste Water	103 · CASH - FNB NEW CHECKING	-91.59
<b>TOTAL</b>					<b>-12,738.55</b>

11:03 AM  
01/03/08

**#592 OAK POINTE WATER/SEWER FUND**  
**Payment of Bills**  
December 17, 2007 through January 3, 2008

Type	Date	Num	Name	Memo	Account	Split	Amount
Check	12/17/2007	871	LIVINGSTON COUNTY DRAIN COMMISSION	Nov 2007 Charges LCDC Services	104 · Cash - FNB - CIP	616 · CAPITAL PROJECTS	-1,634.75
Check	12/17/2007	872	KENNEDY INDUSTRIES INC.	Inspection of Pumps Inv # 504270	104 · Cash - FNB - CIP	616 · CAPITAL PROJECTS	-384.00
Check	12/17/2007	873	CRAMPTON ELECTRIC CO., INC.	Inv # 106205, Lift Station # 54	104 · Cash - FNB - CIP	616 · CAPITAL PROJECTS	-1,512.13
Check	12/17/2007	874	TETRA TECH, INC.	Clifford Rd Pump Station	104 · Cash - FNB - CIP	616 · CAPITAL PROJECTS	-4,574.77
Check	12/17/2007	875	FONSON, INC.	Inv # 7469, Oak Pointe Repair	104 · Cash - FNB - CIP	616 · CAPITAL PROJECTS	-28,607.61
Check	12/19/2007	883	LAKE COUNTY SEWER COMPANY, INC.	Inv # 11639	104 · Cash - FNB - CIP	616 · CAPITAL PROJECTS	-23,500.00
Check	12/19/2007	884	USA Bluebook	Inv # 501722	104 · Cash - FNB - CIP	616 · CAPITAL PROJECTS	-1,068.00
Check	01/03/2008	896	KENNEDY INDUSTRIES INC.	OP Sewer	104 · Cash - FNB - CIP	616 · CAPITAL PROJECTS	-455.00
Check	01/03/2008	897	USA Bluebook	supplies	104 · Cash - FNB - CIP	616 · CAPITAL PROJECTS	-438.66
Check	01/03/2008	898	FASTENAL	supplies	104 · Cash - FNB - CIP	616 · CAPITAL PROJECTS	-252.89
Check	01/03/2008	899	MIDWEST POWER SYSTEMS, INC	repair at Clifford Rd	104 · Cash - FNB - CIP	616 · CAPITAL PROJECTS	-9,821.00
<b>TOTAL</b>							<b>-72,248.61</b>
							\$12,738.55
							\$72,248.61
							\$26,629.48
							\$56,914.37
<b>Grand Total</b>							<b>\$168,531.01</b>

11:10 AM  
01/03/08

**#593 LAKE EDGEWOOD W/S FUND**  
**Payment of Bills**  
December 13, 2007 through January 3, 2008

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	12/18/2007	1221	AT&T	11/08/07-12/07/07	-117.81
Check	12/18/2007	1222	Brighton Analytical L.L.C.	lab costs	-134.00
Check	12/18/2007	1223	GENOA TOWNSHIP-ADMIN FEES	09/01/07-11/30/07 Utility billing	-2,458.19
Check	12/18/2007	1224	PVS NOLWOOD CHEMICALS, INC	Aluminum Sulfrate	-776.80
Check	12/18/2007	1225	Tetra Tech MPS	Professional Services	-332.40
Check	12/18/2007	1226	UIS PROGRAMMABLE SERVICES	Services rendered 11/11/07	-530.00
Check	01/03/2008	1227	AT&T	11/14/07-12/13/07	-15.23
Check	01/03/2008	1228	City Of Brighton	10/01/07-12/31/07-	-18,838.42
Check	01/03/2008	1229	Clearwater Systems	supplies	-188.27
Check	01/03/2008	1230	GENOA TWP UTILITY FUND	reimburse Fund 503 from Lk Edge-Lowes Bill	-595.62
Check	01/03/2008	1231	Brighton Analytical L.L.C.	lab costs	-67.00
Check	01/03/2008	1232	PVS NOLWOOD CHEMICALS, INC	Aluminum Sulfrate	-811.80
Check	01/03/2008	1233	STATE OF MICHIGAN	Biosolids annual fee	-1,039.84
Check	01/03/2008	1234	USA BLUE BOOK	supplies	-724.10
<b>TOTAL</b>					<b>-26,629.48</b>

11:14 AM  
01/03/08

**#595 PINE CREEK W/S FUND**  
**Payment of Bills**  
December 13, 2007 through January 3, 2008

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	12/18/2007	2016	GENOA-TWSP-ADMIN FEES	09/01/07-11/30/07	-3,200.35
Check	01/03/2008	2017	City of Brighton	10/01/07-12/31/07	-53,714.02
<b>TOTAL</b>					<b>-56,914.37</b>

**GENOA CHARTER TOWNSHIP BOARD**  
**Regular Meeting and Public Hearing**  
**December 17, 2007**  
**6:30 P.M.**

**MINUTES**

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

A Call to the Public was made with no response.

**Approval of Consent Agenda:**

Moved by Ledford, supported by Smith, to approve all items listed under the consent agenda with the exception of item 3 related to a fence contract, moving that item to the regular agenda for discussion. The motion carried unanimously.

**1. Payment of Bills**

**2. Approval of Minutes: 12-03-07**

**3. Request for approval of employee contracts as recommended by the Administrative Committee.**

\*A three year contract for Greg Tatara with compensation of \$75,000.00, \$78,500.00 and \$82,500.00 respectively.

\*A three-year contract for Laura Mroczka with compensation of \$50,000.00, \$52,500.00 and \$56,000.00 respectively.

\*A three-year contract for Carol Hanus with compensation of \$40,000.00, \$42,500.00 and \$45,000.00 respectively.

\*A three-year contract for Debra Rojewski with compensation of \$68,000.00, \$70,000.00 and \$73,000.00 respectively.

**4. Request for appointment of Mike Howell to the Zoning Board of Appeals to complete the unexpired term of Doug Brown, ending 06/30/08.**

**5. Request to authorize the Township Manager to execute an agreement and release related to the Landings of Rolling Ridge.**

This action authorizes the payment of \$14,500.00 for Genoa Charter Township's share of the project.

**Approval of Regular Agenda:**

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

**6. Request for approval of a fence contract award for the Township Athletic Complex.**

Moved by Mortensen, supported by Skolarus, to table until the next meeting of the board. The motion carried unanimously.

**7. Request for approval of a new on premise banquet facility with dance/entertainment permit to be located at Johnson Center, Cleary University, 3725 Cleary Drive, Howell, MI 48843, Genoa Township, Livingston County to be held in conjunction with 2007 Class C licensed business with dance/entertainment permit, located at 7707 Conference Center, Brighton, MI 48114, Genoa Township, Livingston County.**

Moved by Mortensen, supported by Smith, to approve the Liquor License as requested. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Wildman, Mortensen, Skolarus and McCririe. Nays – None. Absent – Hunt.

The regular meeting of the Genoa Charter Township Board adjourned at 7:37 p.m.



Paulette A. Skolarus  
Genoa Township Clerk

(press/argus 12/21/07)

## MEMORANDUM

To: Township Board  
From: Michael Archinal *MA*.  
Date: 1/4/08  
Re: Election Officials

Please consider the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve a recommendation from the Election Commission for approval of all officials scheduled to work the Presidential Primary.**

**Memorandum**

**TO:** Honorable Members of the Genoa Charter Township Board  
**FROM:** Greg Tatara, Utility Director *GMT*  
**DATE:** January 3, 2008  
**RE:** Purchase of Work Truck for Utility Director

.....

For consideration at this evening's board meeting is the purchase of a work truck as approved in the Utility Director's Contract effective January 1, 2008. I looked at Chevrolet, GMC, and Ford vehicles. I requested quotes for 4x4 work trucks from Waldecker Chevrolet, Brighton Ford, and Superior GMC. Waldecker Chevrolet did not submit a bid for a truck. Brighton Ford quoted \$21,434 for a F-150 4x4 work truck while Superior GMC quoted \$24,774 for a comparable GMC vehicle. Both bids are attached for your reference. Additionally, this quoted price for Ford is comparable to Chevrolet Silverado that was obtained from the Oakland County Bid for 2008 vehicle purchases, a copy of which I have attached. Therefore, I am recommending that the vehicle be purchased from Brighton Ford, with the addition of a toolbox and bed lining to the purchase price. Thank you for your consideration.

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

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to purchase through the Utility Account, the quoted Ford F-150 truck from Brighton Ford for the quoted price of \$21,434 plus the cost of bed lining and a tool box.





Disclaimer: This window sticker is only representative of the information contained on an actual window sticker, and may or may not match the actual window sticker on the vehicle itself. Please see your retailer for further information.

Vehicle Description

F-150

2008 F150 4X4 SS S/C  
4.6L EFI V8 ENGINE  
ELECTRONIC 4-SPD AUTO O/D

Exterior

DARK SHADOW GREY CLEARCOAT

Interior

FLINT CLOTH 40/20/40

Standard Equipment INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- . BLK BAR STYLE GRILLE INSER W/BODY COLOR SURROUND
- . FRONT TOW HOOKS
- . INTERVAL WIPERS
- . LOCKING REMOVABLE TAILGATE W/ LIFT ASSIST
- . 17" CHROME CLAD STEEL WHLS
- . P255/70R17 OWL A/T TIRES
- . SPARE TIRE & WHEEL LOCK

INTERIOR

- . AIR CONDITIONING
- . AM/FM STEREO W/ SINGLE CD
- . BLACK VINYL FLOOR COVERING
- . DAY-NIGHT REAR VIEW MIRROR
- . DOME LAMP
- . PASSENGER VISOR MIRROR
- . TILT STEERING WHEEL

FUNCTIONAL

- . 2-SPD TRANSFER CASE
- . 4 PIN TRAILER WIRING

- . 27 GALLON FUEL TANK
- . ALTERNATOR 110 AMP
- . AUXILIARY POWER POINT
- . CARGO BOX TIE DOWN HOOKS
- . FAIL-SAFE COOLING SYSTEM
- . MANUAL WINDOWS&DOOR LOCKS
- . MECHANICAL SHIFT-ON-THE-FLY
- . POWER RACK PINION STEERING
- . STABILIZER BAR, FRONT

SAFETY/SECURITY

- . 3-PT RESTRAINT - REAR SEAT
- . 4-WHEEL DISC BRAKES W/ABS
- . AIR BAGS, DRIV/FRONT PASS
- . REAR HIGH MOUNT STOP LAMP
- . SECURILOCK

WARRANTY

- . 3YR/36,000 BUMPER / BUMPER
- . 5YR/60,000 POWERTRAIN
- . 5YR/60,000 ROADSIDE ASSIST

Price Information  
STANDARD VEHICLE PRICE

Optional Equipment

- 2008 MODEL YEAR
- DARK SHADOW GREY CLEARCOAT
- FLINT CLOTH 40/20/40
- PREFERRED EQUIPMENT PKG.503A
- .FLOOR CARPET DELETE
- .TOW HOOKS
- .MANUAL BLACK MIRRORS
- 4.6L EFI V8 ENGINE
- ELECTRONIC 4-SPD AUTO O/D
- .P255/70RX17 OWL ALL-TERRAIN
- 3.55 RATIO REGULAR AXLE
- 6950# GVWR PACKAGE
- TRAILER TOW PACKAGE CLOTH 40/20/40

TOTAL VEHICLE & OPTIONS  
DESTINATION & DELIVERY

TOTAL MSRP

Disclaimer: Option pricing will be blank for any item that is priced as 0 or "No Charge".

Genoa Township  
2911 Dorr Rd  
Brighton, Mi 48116

Attn: Greg Tataro  
Utilities Director

This price quote includes all assumed government price concessions and title.

\$ 21,434.00



Ford Motor Company

Submitted by :

Tim Sullivan  
Commercial Lease Manager  
Brighton Ford Mercury  
810 494 4233

This vehicle qualifies for auto insurance discounts, call 1-866-367-3131 or visit [www.fordautoinsurance.com](http://www.fordautoinsurance.com) for availability in your state.



CITY MPG  
**13**  
HIGHWAY  
MPG  
**17**

Estimated Annual Fuel Cost:\$2,999

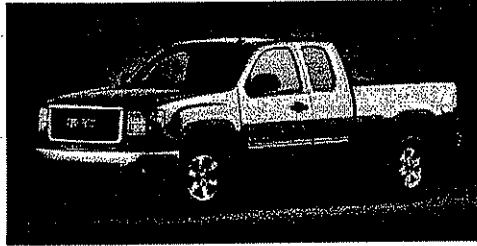
Vehicle Engine Information

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between 10 and 16 mpg in the city and between 14 and 20 mpg on the highway. For Comparison Shopping all vehicles classified as Standard Pickup have been issued mileage ratings from 08 to 16 mpg city and 12 to 21 mpg highway.



Ford Extended Service Plan is the ONLY service contract backed by Ford and honored by over 5,100 Ford and Lincoln-Mercury retailers. Ask your retailer for prices and additional details or see our website at [www.Ford-ESP.com](http://www.Ford-ESP.com)

Prepared By:  
Ron Dupuis  
Superior Cadillac GMC  
8282 West Grand River  
Brighton, MI 48114  
Phone: (810) 225-1215  
Fax: (810) 227-2762  
Email:  
rdupuis@superiorcadillacgmc.com



2008 Retail GMC Sierra 1500 4WD Ext Cab 143.5" Work Truck TK10753

**PRICING SUMMARY**

**PRICING SUMMARY - 2008 Retail TK10753 4WD Ext Cab 143.5" Work Truck**

	<u>MSRP</u>	<u>Invoice</u>
Base Price	\$26,595.00	\$24,334.43
Total Options:	\$620.00	\$514.60
Vehicle Subtotal	\$27,215.00	\$24,849.03
Advert/Adjustments	\$0.00	\$0.00
Destination Charge	\$925.00	\$925.00
<b>GRAND TOTAL</b>	<b>\$28,140.00</b>	<b>\$25,774.03</b>

1000  
24774<sup>03</sup>

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 133.0, Data updated 12/11/2007 11:05:00 AM  
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.


Customer File:

<b>MODEL: 2008 CHEVROLET SILVERADO - CK10753</b>		<b>DEALER INFORMATION</b>	
<b>Body Style: 4WD EXT CAB, STANDARD BOX</b>		Address: [REDACTED]	
NOTE: Model Should include STANDARD PACKAGING, unless otherwise indicated below.		Address: [REDACTED]	
		Address: [REDACTED]	
		Address: [REDACTED]	
<b>Standard Package</b>	<b>Work Truck</b>	<b>MINUS</b>	<b>COST</b>
AIR CONDITIONING		\$ -	
LYZ 4.8L V8		\$ -	
7,000 GVW		\$ -	
PLUS TITLE FEE		\$ -	
<b>MINUS TOTAL</b>		\$ -	
<b>STANDARD COST SUBTOTAL</b>			\$ 18,925.00
<b>POSSIBLE OPTIONS:</b>			
K34 Cruise Control		\$ -	\$ 192.00
C49 Rear Defogger (requires air n/a with A48)		\$ -	\$ 140.00
A48 Sliding Rear Window		\$ -	N/A
UEO OnStar Delete		\$ 68.00	
B Cloth Seat Trim		\$ -	N/C
AM1 Manual Lumbar Control (requires Cloth Seats)		\$ -	N/C
PCX LS Package - Chrome Styled Wheels & Grille Surround		\$ -	\$ 396.00
AJ1 Deep Tinted Glass		\$ -	\$ 85.60
DF2 High Visibility Camper Type Mirrors		\$ -	\$ 56.00
V76 Recovery Hooks		\$ -	STD
PCY Towing Package - includes K47,KNP,G80 & Z82		\$ -	\$ 616.00
K47 High Capacity Air Cleaner - Included Z82 or VYU		\$ -	\$ 20.00
KNP Aux External Transmission Cooler		\$ -	\$ 76.00
G80 Locking Differential		\$ -	\$ 260.00
LMG 5.3L V8 Flex Fuel with Active Fuel Management		\$ -	\$ 480.00
GT4 3.73 Axle Ratio		\$ -	\$ 80.00
NZZ Skid Plate		\$ -	\$ 120.00
Z85 Suspension Package - Heavy Duty		\$ -	\$ 78.00
Z82 HD Trailer Equipment (n/a w LU3 Engine)(Req Z85)		\$ -	\$ 280.00
UY2 Trailering Wiring Provisions for Camper, Fifth Wheel and Gooseneck Trailer		\$ -	\$ 28.00
GT5 4.10 AXLE RATIO (REQUIRES 6800)		\$ -	N/A
AU3 Power Door Locks		\$ -	\$ 356.00
AUO Remote Keyless Entry (req. AU3)		\$ -	N/C
U2J XM Radio Delete		\$ 160.00	
L76 6.0 L V8		\$ -	N/A
<b>MINUS TOTAL</b>		\$ 228.00	
<b>TOTAL OPTIONS</b>			\$ 3,261.60
		<b>TOTAL COST</b>	\$ 21,958.60
<b>AUTHORIZED NAME: (Print) Mike Gratchuk</b>		<b>DATE: 10/16/2007</b>	
<b>AUTHORIZED SIGNATURE:</b>			

BID PRICE

Xtd Cab  
4WD  
Standard Box

## MEMORANDUM

To: Township Board  
From: Michael Archinal   
Date: 1/4/08  
Re: Meeting Schedule

Please consider the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve the FY  
2008/2009 meeting schedule.**

GENOA TOWNSHIP  
SCHEDULE OF MEETINGS  
April 1, 2008 thru March 31, 2009

Meetings will be held at the Genoa Township Hall located at 2911 Dorr Road. The Township Board meets at 6:30 p.m., the Zoning Board of Appeals meet at 6:30 p.m. The Planning Commission holds a work session at 6:30 p.m. with the regular meeting beginning at 7:00 p.m.

Regular meetings of the Township Board are generally scheduled for the first and third Monday of every month. The Planning Commission generally meets the second and if necessary, the fourth Monday; and the Zoning Board of Appeals meets the Tuesday following the second regular meeting of the Township Board. Holidays will occasionally disrupt the meeting schedules.

TOWNSHIP BOARD SCHEDULE

April 7 & 21, 2008	October 6 & 20, 2008
May 5 & 19, 2008	November 3 & 17, 2008
June 2 & 16, 2008	December 1 & 15, 2008
July 7 & 21, 2008	January 5 & 20, 2009 (Tues.)
August 4 & 18, 2008	February 2 & 16, 2009
September 2 & 15, 2008	March 2 & 16, 2009

PLANNING COMMISSION SCHEDULE

April 14, 2008	October 14, 2008 (Tues.)
May 12, 2008	November 10, 2008
June 9, 2008	December 8, 2008
July 14, 2008	January 12, 2009
August 11, 2008	February 9, 2009
September 8, 2008	March 9, 2009


ZONING BOARD OF APPEALS SCHEDULE

April 22, 2008	October 21, 2008
May 20, 2008	November 18, 2008
June 17, 2008	December 9, 2008
July 22, 2008	January 21, 2009 (Wed.)
August 19, 2008	February 17, 2009
September 16, 2008	March 17, 2009

Signed: Paulette A. Skolarus  
Genoa Township Clerk  
(Policy/schedule of meetings)

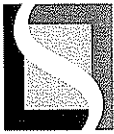
Notice Posted on Front Display  
February 2008 thru March 2009

## MEMORANDUM

To: Township Board  
From: Michael Archinal   
Date: 1/4/08  
Re: Contract Amendment for LSL

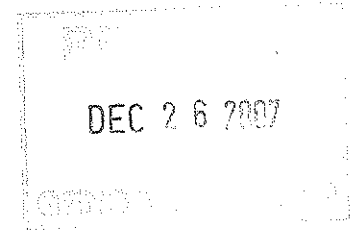
Please consider the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve a contract amendment for professional planning with LSL Planning.**



**LSL Planning, Inc.**

Community Planning Consultants



December 19, 2007

Mike Archinal, Township Manager  
Genoa Township  
2911 Dorr Road  
Brighton, Michigan 48116

Subject: 2008 Hourly Fee Schedule for Professional Planning Services

Dear Mr. Archinal:

LSL Planning enjoys serving as Genoa Township's planning consultants. We are proud of our history with the township and enjoy working with the staff and officials. Each year at this time LSL sends out a letter informing you of our hourly rates for the upcoming year. In recognition of the economic climate in Michigan and stress on local budgets we did not raise our rates last year even though our costs increased. As you know, the cost to provide you with the highest level of professional services and cover our overhead (especially health care) rises over time. For 2008 we will only be making a slight increase to our hourly rates of about \$2.00 per hour. Our new rates are attached. Please note that we are also delighted to inform you that Brian Borden was promoted to Senior Planner, which will be effective January 1<sup>st</sup>. Please join us in congratulating Brian.

Please do not hesitate to contact us if you have any questions. We very much appreciate the opportunity to continue to work with you.

**LSL PLANNING, INC.**

A handwritten signature in black ink that reads 'Bradley K. Strader'.

Brad Strader, AICP  
Managing Partner

A handwritten signature in black ink that reads 'Jeff Purdy'.

Jeff Purdy, AICP  
Partner

Cc: Gary McCririe, Township Supervisor

**2008 Fee Schedule:**

**LSL Planning, Inc.**

Hourly Fees:

<u>Professional</u>	<u>Hourly Rates</u>
President, Managing Partner	\$122.00
Partner	\$122.00
Principal Planner	\$102.00-\$115.00
Senior Planner	\$92.00
Project Planner II	\$83.00
Project Planner I	\$75.00
Assistant Planner	\$55.00
Word Processor/Desktop Publisher	\$40.00

The hourly rates above include costs of salary with a multiplier for costs such as office space, administrative staff, equipment, training, insurance, and benefits. Travel time to meetings and time at meetings is billed on an hourly basis. Hourly rates are subject to change at the beginning of each calendar year.

Hourly rates do not include reimbursable expenses such as: mileage, long-distance phone calls, copying, document reproduction, postage or overnight mail, photography, map reproduction and materials, aerial photographs, purchase of computer mapping files, meals and lodging. These expenses are invoiced at documented cost.

Professional Classification \*

Royal Oak Office

*Bradley K. Strader, AICP, Managing Partner*  
*Jeffrey Purdy, AICP, Partner*  
*Carol Maise, Senior Planner*  
*Rob Nesbitt, AICP, Senior Planner*  
*Sherrin Hood, AICP, Senior Planner*  
*Sara Schillinger, AICP, Senior Planner*  
*Brian Borden, AICP, Senior Planner*  
*Robert Cramer, Project Planner II*


Grand Rapids Office

*Paul M. LeBlanc, AICP, President*  
*Carmine Avantini, AICP, Managing Partner*  
*Val Lazdins, Principal Planner*  
*Brenda Moore, AICP, PCP, Principal Planner*  
*Steven Van Steenhuyse, AICP, Senior Planner*  
*Sarah O'Donnell, Project Planner I*  
*Eric Frederick, Project Planner I*

\* Subject to change



MEMORANDUM

TO: Township Board  
FROM: Michael Archinal, Manager   
DATE: 1/4/08  
RE: Fence Contract Award

This item was tabled at the last Board meeting. Staff was directed to investigate alternatives to the proposed mesh screening. The vendor suggested chain link as a possible substitute. Attached you will find an elevation for a chain link barrier alternative. For the meeting I will have a sample of the nylon mesh material originally proposed which I believe is as unobtrusive a product that will accomplish the desired effect. Should the Board wish to offer direction on alternative systems I will be happy to investigate further.

The following motion was proposed at the 12/17/07 meeting:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to award a contract to Security Access Control & Fence in the amount of \$11,466 for the installation of a permanent netting system and chain link fence on the Township Hall property.**

## MEMORANDUM

To: Township Board  
From: Michael Archinal *Ma Arch*  
Date: 12/14/07  
Re: Athletic Field Fence

Please find attached correspondence from TetraTech regarding the installation of fencing at our newly constructed athletic fields. Netting is needed on the north end of the north field because of the severe grade that exists. This will prevent balls from rolling down the hill. Staff recommends a permanent net as anything mechanical is prone to failure. Security Access Controls & Fence is the low bidder with a quote of \$5,670.

The Board may also wish to consider the installation of a chain link fence along our eastern property line to separate the fields from the adjacent residential neighbor. His property is fairly open and rural and has two out-buildings. The concern is that the property will be an attractive nuisance for siblings of participants. He supports the project but has respectfully asked for a fence. Staff recommends the installation of 1000' of 48" high chain link fence.

Please consider the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_,  
to award a contract to Security Access Control & Fence in the amount of  
\$11,466 for the installation of a permanent netting system and chain link  
fence on the Township Hall property.**



**TETRA TECH**

**GENOA TOWNSHIP**

November 30, 2007

**DEC 03 REC'D**

**RECEIVED**

Mr. Gary McCririe  
Genoa Township  
2911 Dorr Road  
Brighton, MI 48116

**Re: Genoa Township Athletic Field Complex  
Contract No. 12736-07-034-F-1  
Fence Contract Award**

Dear Mr. McCririe:

As requested, Tetra Tech contacted several contractors and requested a quote to provide and install fencing for the Township's Athletic Field Complex. The contractors were asked to provide a lump sum price for approximately 1000' of 4-foot high chain link fence along the eastern property line and a netting system at the north end of the north field to prevent balls from rolling down the hill. Bids for both a retractable netting system and a permanent netting system were submitted and are summarized below.

**CHAIN LINK FENCE BID**

<u>Contractor</u>	<u>Bid Amount</u>
Security Access Controls & Fence	\$5,796.00 (Low Bid)
Cleary Fence	\$9,000.00

**PERMANENT NETTING SYSTEM BID**

<u>Contractor</u>	<u>Bid Amount</u>
Security Access Controls & Fence	\$5,670.00 (Low Bid)
Cleary Fence	No Bid

**RETRACTABLE NETTING SYSTEM BID**

<u>Contractor</u>	<u>Bid Amount</u>
Security Access Controls & Fence	\$10,070.00 (Low Bid)
Cleary Fence	\$38,500.00

Security Access Controls & Fence is the low bidder for each item. Due to the potential of mechanical errors, storage issues and cost associated with the retractable netting system, it is our recommendation to install the permanent netting system. Security Access Controls & Fence has installed a similar system at the Brighton High School Varsity Soccer field with acceptable results. Therefore, we recommend award of the contract to Security Access Controls & Fence for the lump sum bid of \$11,466. Their proposal is attached for the Township's signature.



**TETRA TECH**

We trust this meets your needs at this time. If you have any questions, please call.

Sincerely,

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

Shawn P. Hooker, E.I.  
Project Engineer

:cpl

Copy: Mike Archinal, Genoa Township

Attach: Security Access Controls & Fence Contract & Authorization to Proceed

K:\200-12736-07-034\00\Bid Recommendation Fence.doc

# Security Access Controls & Fence

5315 Glenway Dr.  
 Brighton, Mi. 48116  
 810-227-1613 fax 810-220-2111

# Estimate

Number: **E1007**

Date: **November 06, 2007**

**Bill To:**

Genoa Township  
 2911 Dorr Rd  
 Brighton, Mi. 48116

**Ship To:**

PO Number	Terms	Project
		Soccer fields

Description	Tax 1	Amount
-furnish & install 1000' 48" 2-1/4" x 11-1/2 ga. Galvanized Chainlink system on 1-5/8" (16 ga) line posts, 1-3/8" (16ga) top rail with 2 - 2-1/2" dia. (16ga.) terminal posts		5,796.00
-furnish & install 200' of 20' high soccer netting ( #21 Nylon 4"sq).....on 5 - 4" O.D. steel posts concrete set with 3 - lines of 1/4" dia galvanized aircraft cabling top, middle, & bottom with turnbuckles		5,670.00
- upgrade the chainlink system, to color coated pipe & wire for an additional.....\$ 1532.00		
<b>Sub-Total</b>		<b>\$11,466.00</b>
State Tax 0.00% on 0.00		0.00
<b>Total</b>		<b>\$11,466.00</b>

# Security Access Controls & Fence

5315 Glenway Dr.  
 Brighton, Mi. 48116  
 810-227-1613 fax 810-220-2111

# Estimate

Number: E1010  
 Date: November 08, 2007

**Bill To:**

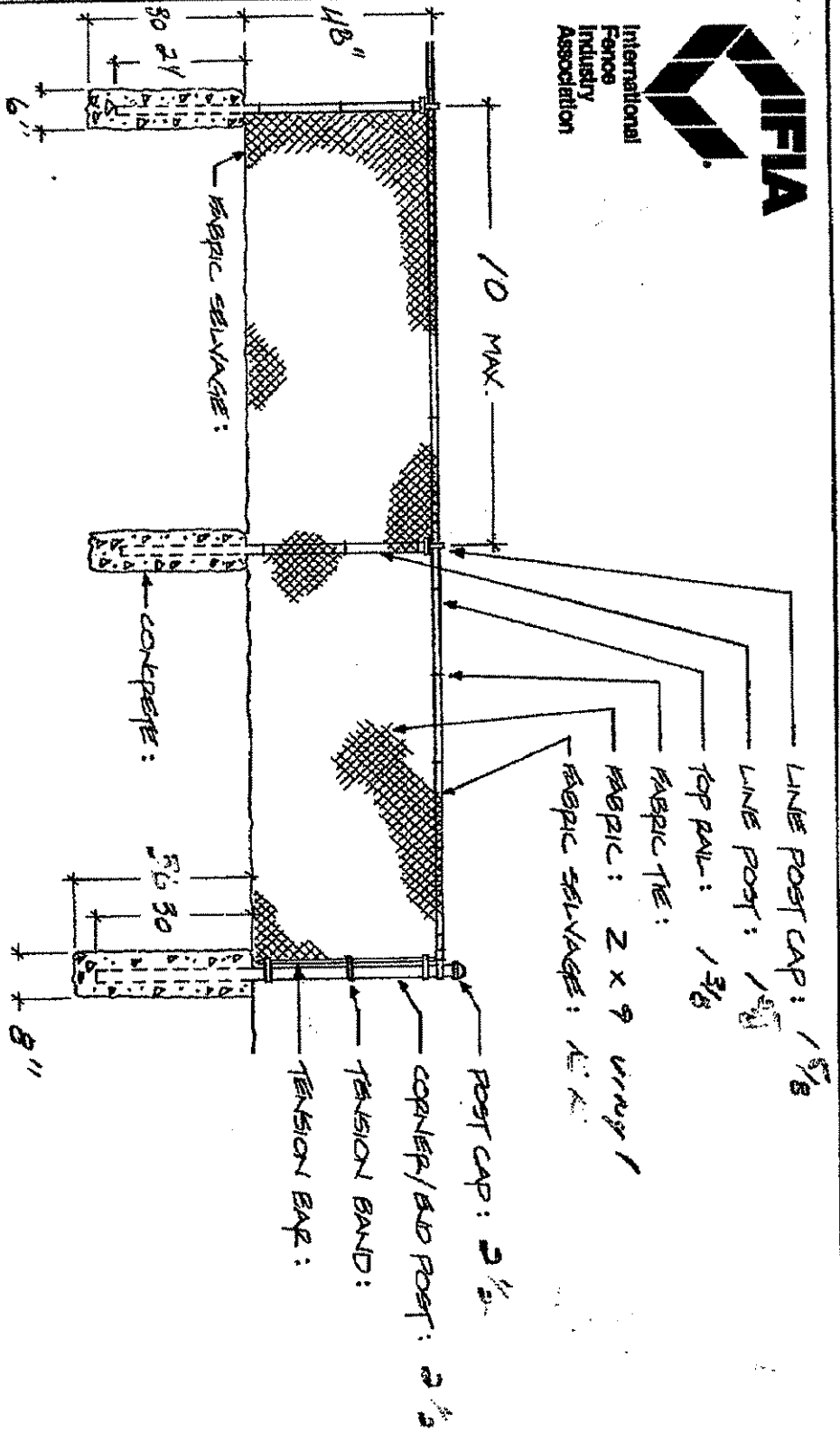
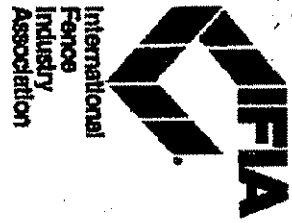
Genoa Township  
 2911 Dorr Rd  
 Brighton, Mi. 48116

**Ship To:**

*ALTERNATE #1*

PO Number	Terms	Project
		Soccer fields

Description	Tax 1	Amount
-furnish & install 1000' 48" 2-1/4" x 11-1/2 ga. Galvanized Chainlink system on 1-5/8" (16 ga) line posts, 1-3/8" (16ga) toprail with 2 - 2-1/2" dia. (16ga.) terminal posts		5,796.00
-furnish & install 200' of 20' high soccer netting ( #21 Nylon 4"sq)....on 5 - 4" O.D. steel posts concrete set with wheels,cranks & pulley system to raise & lower, &2 - lines of 1/4" dia galvanized aircraft cabling , middle, & bottom with turnbuckles		10,070.00
- upgrade the chainlink system, to color coated pipe & wire for an additional.....\$ 1532.00		
<b>Sub-Total</b>		<b>\$15,866.00</b>
State Tax 0.00% on 0.00		0.00
<b>Total</b>		<b>\$15,866.00</b>



**4'-0" CHAIN LINK FENCING DETAIL**

STYLE: TOP RAIL

NTS

Copyright © IFIA 1992

PROJECT		<b>SECURITY ACCESS &amp; FENCE LLC</b>	
OWNER / GEN. CON.		Brighton, Michigan	
		810-227-1613 • Fax 810-220-2111	
SUBMITTED BY			
DRAWING NO.	DATE		
		CL-4	

### CONTRACT & AUTHORIZATION TO PROCEED

Proposal / Estimate No. \_\_\_\_\_

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

Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Location: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notes: \_\_\_\_\_

Security Access Controls LLC agrees to guarantee the above fence to be free from defects in material and workmanship for a period of one year, provided our sign remains on the fence for that term.

Security Access Controls LLC shall advise the customer as to local zoning regulations but responsibility for compliance with said regulations and obtaining any required permits shall rest with the customer. Security Access Controls LLC will assist the customer, upon request, in determining where the fence is to erected, but under no circumstances does Security Access Controls LLC assume any responsibility concerning property lines or in any way guarantee their accuracy. It is the sole responsibility of the customer to determine the location of the fence and communicate that information to Security Access Controls LLC. If property stakes can not be located it is recommended that the customer have the property surveyed.

Security Access Controls LLC will assume the responsibility to have under ground public utilities located and marked. However, Security Access Controls LLC assumes no responsibility said underground public utilities or sprinkler lines, or any other unmarked buried lines or objects including but not limited to roots, rocks, & old footings. **The removal of excess soil from hole borings shall be the responsibility of the customer.** The customer will assume all liability for any damage caused by directing Security Access Controls LLC to dig in the immediate vicinity of known utilities.

The final billing will be based on the actual footage of the fence built and the work performed, over and above the original estimate. Partial billing for materials delivered the job site and work completed may be sent at weekly intervals. All materials delivered to the jobsite become the sole responsibility of the customer. Adjustments for material used on this job and adjustments for labor will be charged or credited at the established rates. Additional charges for any extra work not covered in this contract, that was requested by the customer will become part of this contract and will be added to the total sum. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced. Cancellation for any reason will be limited to the down payment amount.

A finance charge of 1-1/2 % per month (or a minimum of one dollar), which is an annual percentage rate of 18% shall be applied to account that are not paid within 10 days after completion of any work invoiced. All materials will remain the property of Security Access Controls LLC until all invoices pertaining to this job are paid in full. Right of access and removal is granted to Security Access Controls LLC, in the event of non-payment under the terms of this contract. The customer agrees to pay all interest and any costs incurred in the collection of this debt.

As required by the Michigan construction lien law, Security Access Controls LLC hereby notifies the owner that persons or companies furnishing labor or materials for the construction on owners land may have lien rights on owners land and buildings if not paid. Those entitled to lien rights, in addition to Security Access Controls LLC, are those who contract directly with the owner or those who the owner or those who give the owner notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, owner may receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any, Security Access Controls LLC agrees to co-operate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.

Contract Amount: \$ \_\_\_\_\_

Approved & Accepted for Customer:

Down Payment: \$ \_\_\_\_\_

Customer

Date

Balance Due: \$ \_\_\_\_\_

Accepted for Security Access Controls LLC

Salesperson

Date



# Security Access Controls & Fence

5315 Glenway Dr.  
 Brighton, Mi. 48116  
 810-227-1613 fax 810-220-2111

# Estimate

Number: **E1007**  
 Date: **November 06, 2007**

**Bill To:**

Genoa Township  
 2911 Dorr Rd  
 Brighton, Mi. 48116

**Ship To:**

PO Number	Terms	Project
		Soccer fields

Description	Tax 1	Amount
-furnish & install 1000' 48" 2-1/4" x 11-1/2 ga. Galvanized Chainlink system on 1-5/8" (16 ga) line posts, 1-3/8" (16ga) top rail with 2 - 2-1/2" dia. (16ga.) terminal posts		5,796.00
-furnish & install 200' of 20' high soccer netting (#21 Nylon 4"sq).....on 5 - 4" O.D. steel posts concrete set with 3 - lines of 1/4" dia galvanized aircraft cabling top, middle, & bottom with turnbuckles		5,670.00
- upgrade the 48" high chainlink system, to color coated pipe & wire for an additional.....\$ 1532.00		
- upgrade the 20' high netting system to galvanized chainlink with 5- 4" dia. posts and the balance of 3" dia posts 10' on center / additional.....\$ 7307.00		
<b>Sub-Total</b>		<b>\$11,466.00</b>
State Tax 0.00% on 0.00		0.00
<b>Total</b>		<b>\$11,466.00</b>

# Security Access Controls & Fence

5315 Glenway Dr.  
 Brighton, Mi. 48116  
 810-227-1613 fax 810-220-2111

# Estimate

Number: **E1007**  
 Date: **November 06, 2007**

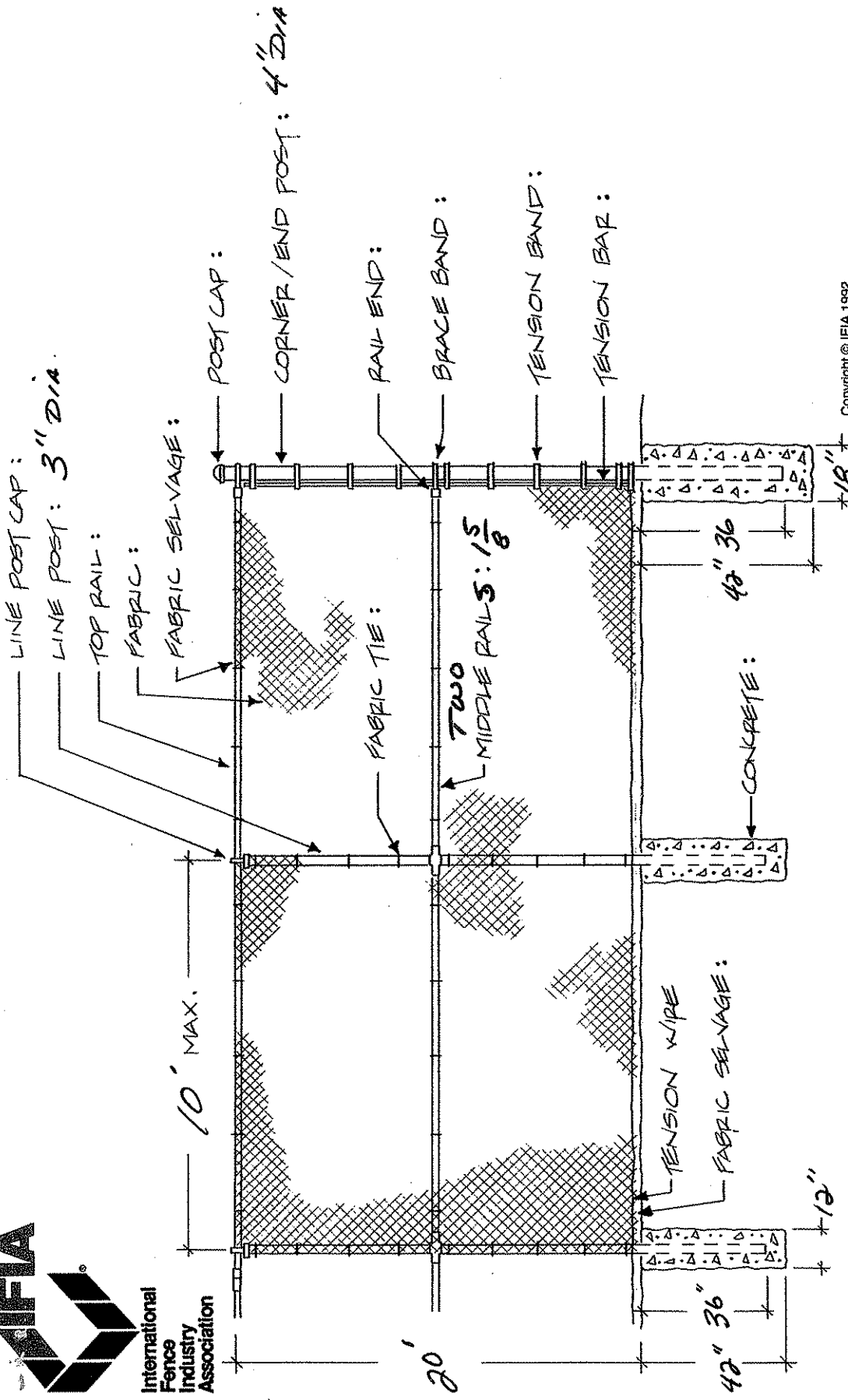
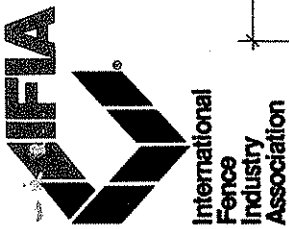
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State Tax 0.00% on 0.00		0.00
<b>Total</b>		<b>\$11,466.00</b>



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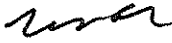
PROJECT	OWNER / GEN. CON.	DATE
	<b>SECURITY ACCESS CONTROLS &amp; FENCE LLC</b>	
	Brighton, Michigan	
SUBMITTED BY	810-227-1613 • Fax 810-220-2111	
DRAWING NO.		CL-15

**0'- CHAIN LINK FENCING DETAIL**

STYLE: TOP, MIDDLE RAILS-SAND  
 (2)  
 BOTTOM TENSION WIRE  
 NTS

MEMORANDUM

TO: Township Board

FROM: Michael Archinal, Manager 

DATE: 1/4/08

RE: Livingston Wireless Internet Service Contract

The Township has been asked to execute the attached contract to encourage the implementation of County-wide wireless internet service. You may have read about a similar initiative in Oakland County. From the Livingston County website:

*The purpose of Wireless Livingston is to blanket the County with a wireless internet service. Citizens, business entities, and governmental entities will all benefit from this wireless internet service. The citizens of the County will be more prepared to fill high-tech jobs; business entities will be better prepared to compete in the global market; and governmental entities, including Livingston County and other municipalities located in Livingston County, will realize increased efficiencies when providing services to their citizens. A contractor will install, operate, manage, own, and maintain the wireless internet service. Livingston County will not be responsible for any costs or fees associated with the installation, operation, management, ownership, and/or maintenance of the wireless internet service.*

The attached contract basically obligates the Township to offer, free of charge, any assets we have that are suitable for antennae installation (e.g. water towers). The contract does not obligate Genoa Charter Township to any current or future costs or fees. Every community in Livingston County is being asked to approve this contract. I have attached a list of Frequently Asked Questions from the County for your review. The contract has been reviewed by the Township Attorney who finds nothing objectionable.

Please consider the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve a Livingston Wireless Internet Service Contract with Michtel Communications, L.L.C. as presented.**

## Wireless Livingston Frequently Asked Questions

### What is Wireless Livingston?

Wireless Livingston is an effort of the Regional Cooperation Group in cooperation with Livingston County Board of Commissioners to:

- Provide free, high quality, faster and more reliable access to the internet for the entire Livingston County;
- Support economic development and improve the quality of life in the county
- Provide a model of cooperation and collaboration between government, business and education in the county and region.

### When will this service be available in my area?

Wireless Livingston is expected to develop pilot projects in the townships of Brighton, Hamburg and Green Oak and the City of Brighton in early 2008. Following successful testing, services are expected to be deployed county-wide by late 2009.

A more detailed schedule that shows when individual communities will be built out will be published on the Wireless Livingston website as soon it is available.

### Is my home or business in a pilot area?

Please check the website for areas covered by the pilot program.

### What is the speed of the network?

The free service will be 128 kbps up and down. The competitive for-fee services and pricing packages can be found on the MichTel website at <http://www.michtel.com/rwireless.htm>

### How do I sign up for the free Internet service?

When the service is available the first time you attempt to access the network you will see a splash screen (web site) where you will create your own user name and password. You will then login with the username and password. This username and password will allow you to freely surf the internet. **You will not need to contact MichTel or the County to sign up for the free internet service.**

### What is the cost for the upgraded service?

A full list of residential and business service offerings can be viewed on the MichTel website at <http://www.michtel.com/rwireless.htm>

### **What kind of security will the Wireless Livingston network have?**

Whenever you communicate over the Internet you need to ensure that your private communications and files are appropriately protected. If your transmissions are not secure, you take the risk of others intercepting files and records.

How secure you want your Internet connection to be depends on how you use the Internet. If you are surfing to do research, email or watch movies, you may not care if anyone picks up part of your transmission, but that's up to you.

If you are banking or purchasing items on the internet, those financial transactions are usually protected by a technology called Secure Socket Layer (SSL). SSL is commonly built into banking and commerce websites and encrypts information sent across the Internet. Click [here](#) to find out how to tell if a website is SSL encrypted.

If your data is confidential or if you want additional levels of security, there are several technologies you might consider implementing. Remember this is a personal or business decision, and we encourage you to use at least some level of security to deter intrusion.

In order to make Wireless Livingston easily accessible to a large number of WiFi enabled devices, the network is an open-access wireless network. Wireless Oakland's free internet connections are not encrypted from your computer to the access point in your neighborhood. This means your information could be intercepted in transit if it is not encrypted by a technology such as SSL. If you choose to upgrade, paid internet access will be encrypted and security provided from the wireless access device to the network.

MichTel recommends that all users run a personal firewall or VPN so your information is secure from WiFi attacks. Please note attacks will not come from within the Wireless Oakland network as users will be firewalled from one another.

For more information on how to secure your information while using the Internet you can review the following websites:

<http://www.staysafeonline.org>

<http://www.microsoft.com/athome/security>

### **How do I know I am connecting to or using Wireless Livingston?**

The Wireless Oakland network will be named **Wireless Livingston**. Once you connect to the network you will be directed to a Wireless Livingston Splash Screen where you will register to use the free internet.

There may be several networks in your area even before Wireless Livingston is available. Many people set up home networks by connecting a wireless router to their cable or DSL line. This broadcasts an Internet signal throughout their home for their own use. These networks are often named LinkSys or Netgear, which are brand names of home wireless networking equipment. If one of those networks is not secured and you are close enough to it, you may be able to connect to it and even use it to surf the internet, however if you do this you would be stealing your neighbor's internet.

If the network is not named Wireless Livingston, and you are not funneled to a Wireless Livingston Splash Page, you are not using Wireless Livingston. Additionally, to see where service is available, please view the wireless Livingston website at [www.co.livingston.mi.us](http://www.co.livingston.mi.us)

### **What technology will be used to create the network?**

As a general strategy, the Wireless Livingston initiative will support consumer-based wireless technologies so the cost for the public to use the internet service is minimized. The first phase of the build-out will be done with wi-fi (wireless fidelity) technology. Migrations to future technology will coincide with their availability in the marketplace.

### **What will I need to use the Wireless Livingston network?**

You will need a computer with a wi-fi (802.11b/g) card. Wi-fi cards may be built in to your computer, or you may purchase an external card at any retail computer location.

### **I live in a pilot area; how do I get access to the network?**

If you are in a Wireless Livingston pilot area, you will receive a notice via a mailer sent to your home when your area is online so you know when you can take advantage of the service. Once your area is complete, you can access the network by using a wi-fi enabled computer, laptop or PDA.

### **I'm just outside a pilot boundary; can I still get service?**

If you are just outside the pilot area, there is a possibility that you may see a signal from the Wireless Livingston pilot. If you do see a signal, the service will not be of the same quality as the actual pilot area. Your area will be officially covered during the full county build out of the network.

### **I am not in a pilot area; when will Wireless Livingston come to my area?**

The build out of the non-pilot areas of the county will follow shortly after the pilot phase. A detailed schedule that shows when individual communities will be built out will be posted as soon as it is available on the Wireless Livingston website.

### **Does Livingston County plan on owning and operating the wireless network?**

**NO**, Livingston County will not own or operate the wireless network. Instead, Livingston County has created a public/private partnership(s) by providing private businesses access to the assets in which Livingston County taxpayers have already funded. In exchange, the partner(s) will be required to provide free wireless internet access to residents, businesses and visitors within Livingston County. In addition, private sector partners will sell additional services above and beyond those free services. All profits from the wireless network will be realized by the private sector partners. **Additionally, no tax or grant dollars will be used to subsidize the creation of the wireless network. The cost of the build-out will be completely funded by the private sector.**

### **Why is Wireless Livingston important to the future of Livingston County?**

Wireless Livingston will enable county residents and businesses to benefit from free, high quality, faster and more reliable access to the internet, preparing them for the jobs of tomorrow. Working in partnership with the government, education and business communities, Wireless Livingston will prepare the County to meet the challenges of the global economy by preparing an educated and skilled workforce, enhancing the

residential quality of local communities, promoting public private partnerships as the model of cooperation for the future.

**How do I get additional information on the Wireless Livingston initiative?**

More information on the Wireless Livingston Initiative can be found on the Livingston County website at [www.co.livingston.mi.us](http://www.co.livingston.mi.us)



## LIVINGSTON WIRELESS INTERNET SERVICE CONTRACT

This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, between the **GENOA CHARTER TOWNSHIP**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "Township"), and **MICHTEL COMMUNICATIONS, LLC** (hereinafter referred to as the "Contractor"), as further described in the following Table.

<b>GENOA CHARTER TOWNSHIP</b> 2911 Dorr Road Brighton, Michigan 48116 (herein, the "Township")	<b>MICHTEL COMMUNICATIONS, LLC</b> Michigan Corporate I.D. No. B5046M 10 West Huron Pontiac, MI 48341 (herein the "Contractor")
---	---

In this Contract, either Contractor or the Township may also be referred to individually as a "Party" or jointly as the "Parties."

### INTRODUCTION

- A.** The purpose of this Contract is to blanket the Township with a wireless internet service. Citizens, business entities, and governmental entities will all benefit from this wireless internet service. The citizens of the Township will be more prepared to fill high-tech jobs; business entities will be better prepared to compete in the global market; and governmental entities, including Genoa Charter Township located in Livingston County, will realize increased efficiencies when providing services to their citizens. Contractor shall install, operate, manage, own, and maintain the wireless internet service. The Township shall not be responsible for any costs or fees associated with the installation, operation, management, ownership, and/or maintenance of the wireless internet service.
- B.** The Contractor has offered to provide such the Livingston County-wide wireless internet services for the Township.
- C.** The Township has determined that Contractor is qualified to perform the Township-wide wireless internet services.
- D.** As more fully described in this Contract, Contractor shall own, install, operate, manage, and maintain the wireless internet service.
- E.** Contractor shall retain all revenue generated from and associated with the wireless internet service.
- F.** The Township shall receive no money, revenue, or in-kind services generated from or associated with the wireless internet service.
- G.** This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

### SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION  
SECTION 4. FINANCIAL RESPONSIBILITIES  
SECTION 5. ASSURANCES AND WARRANTIES  
SECTION 6. INDEMNIFICATION  
SECTION 7. INSURANCE  
SECTION 8. GENERAL TERMS AND CONDITIONS

**FOR AND IN CONSIDERATION** of the mutual promises, obligations, representations, and assurances in this Contract, the Parties **HEREBY AGREED**, as follows:

**§1. CONTRACT DOCUMENTS AND DEFINITIONS**

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 1.1. "*Contractor Employee*" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Contractor Employee" shall also include any person who was a Contractor Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.2. "*Claims*" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgements, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the Township, or for which the Township may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.3. "*Township*" means Charter Township of Genoa, a municipal corporation and political subdivision of the State of Michigan, its departments, divisions, authorities, boards, committees, and "Township Agent" as defined below.
- 1.4. "*Township Agent*" means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons' successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "Township Agent" shall also include any person who was a

"Township Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.

- 1.5. "Day" means any calendar day, which shall begin at 12:00:01 am and end at 11:59:50 pm.
- 1.6. "Contract Documents." This Contract includes and fully incorporates herein all of the following documents and their properly promulgated amendments:
  - 1.6.1. Exhibit I: Scope of Work
  - 1.6.2. Exhibit II: Wireless Livingston Advisory Board
  - 1.6.3. Exhibit III: License Agreement for Public Assets
  - 1.6.4. Exhibit IV: Map Book
  - 1.6.5. Exhibit V: Township Servicemark
- 1.7. "Wireless Livingston Advisory Board" means the Board that provides advice, recommendations, and suggestions regarding the installation, operation, management, and maintenance of the wireless internet service.
- 1.8. "Wireless Livingston Initiative" means the wireless internet service that will blanket the entire Township which will be provided, owned, and operated by the Contractor.
- 1.9. "Public Asset(s)" means any real or personal property including, but not limited to, structures, facilities, antennae, and/or land, owned by the Township.

## **§2. CONTRACT EFFECTIVE DATE AND TERMINATION**

- 2.1. The effective date of this Contract shall be December 1, 2007, and unless otherwise terminated or canceled as provided below, it shall end at 11:59 p.m. on November 30, 2013, the "Contract Expiration Date." This Contract may be renewed for three (3) additional terms of three (3) years each prior to the Contract Expiration or prior to the expiration of each renewal term by either Party providing notice of its intent to renew to the other Party thirty (30) calendar days before Contract expiration or expiration of the renewal term, and upon approval of the extension by both parties. Notwithstanding the above, under no circumstances shall this Contract be effective and binding until and unless:
  - 2.1.1. This Contract is signed by a Contractor Employee, legally authorized to bind Contractor; and
  - 2.1.2. This Contract is signed by the Supervisor of the Genoa Charter Township, Board of Trustees, as provided for on the signature page of this Contract, who shall be the final signatory to this Contract.
- 2.2. The Township may terminate and/or cancel this Contract (or any part thereof) upon ninety (90) calendar days written notice to Contractor, if Contractor defaults in any

obligation contained herein, and within the ninety (90) calendar day notice period Contractor has failed or has not attempted to cure any such default. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice.

- 2.3. Contractor may terminate and/or cancel this Contract (or any part thereof) upon ninety (90) calendar days written notice to the Township, if the Township defaults in any obligation contained herein, and within the ninety (90) calendar day notice period the Township has failed or has not attempted to cure any such default. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice.
- 2.4. Notwithstanding any other provision in this Agreement to the contrary, either party to this Contract can terminate this Contract prior to the termination date set forth herein if notice is given in writing at least ninety (90) calendar days prior to the date upon which such termination becomes effective.
- 2.5. Under no circumstances shall the Township be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of this Contract. The Township shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is canceled or terminated.

### **§3. SCOPE OF WORK**

- 3.1. Contractor and the Township shall perform all services identified and itemized in Exhibit I, Scope of Work, time being of the essence.
- 3.2. Contractor shall provide the Township and the Wireless Livingston Advisory Board with an implementation schedule for wireless internet service for the remaining areas of the Township, the areas not covered by Exhibit IV, within ninety (90) calendar days of execution of the Contract by both Parties.
- 3.3. Contractor shall provide wireless internet service pursuant to this Contract to the areas in the Municipalities outlined in the map book attached as Exhibit IV by March 31, 2008, time being of the essence.
- 3.4. Contractor shall retain all revenue generated from and associated with the wireless internet service.
- 3.5. The Township shall receive no money, revenue, or in-kind services generated from or associated with the wireless internet service.
- 3.6. Within ninety (90) calendar days of execution of the Contract by both Parties, Contractor shall provide the Township with information and evidence that demonstrates that Contractor has the financial ability to complete the implementation of the Wireless Livingston Initiative. The Township, in its sole and reasonable discretion, shall determine if the information and evidence provided by Contractor is satisfactory.

- 3.7. Contractor shall accept and review advice, recommendations, and suggestions from the Wireless Livingston Advisory Board regarding the installation, operation, management, and maintenance of the wireless internet service, when such advice, recommendations, and/or suggestions are received by Contractor from the Wireless Livingston Advisory Board. The structure and organization of the Wireless Livingston Advisory Board are set forth in Exhibit II.

#### **§4. FINANCIAL RESPONSIBILITIES**

- 4.1. Under no circumstances shall the Township or municipalities participating in the Wireless Livingston Initiative be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from Contractor's performance of work under this Contract.
- 4.2. This Contract does not authorize any in-kind services by either Party, unless expressly provided herein.

#### **§5. ASSURANCES AND WARRANTIES**

- 5.1. *Service Warranty.* Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 5.2. *Business and Professional Licenses.* Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 5.3. *Equipment and Supplies.* Contractor is responsible for providing all equipment and supplies to perform the work required by this Contract.
- 5.4. *Taxes.* Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The Township shall not be liable to or required to reimburse Contractor for any federal, state and local taxes or fees of any kind.
- 5.5. *Contractor's Incidental Expenses.* Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all work required by this Contract including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 5.6. *Contractor Employees.*
- 5.6.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the Work under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may required by law.

- 5.6.2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.
- 5.6.3. All Contractor Employees shall wear and display appropriate Township-provided identification at all times while working on Township premises.
- 5.6.4. All Contractor Employees assigned to work under this Contract may, at the Township's discretion, be subject to a security check and clearance by the Township.
- 5.7. *Contractor Employee-Related Expenses.* All Contractor Employees shall be employed at Contractor's sole expense (including employment-related taxes and insurance) and Contractor warrants that all Contractor Employees shall fully comply with and adheres to all of the terms of this Contract. Contractor shall be solely and completely liable for any and all applicable Contractor Employee's federal, state, or local payment withholdings or contributions and/or any and all Contractor Employee related pension or welfare benefits plan contribution under federal or state law. Contractor shall indemnify and hold the Township harmless for all Claims against the Township by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.
- 5.8. *Full Knowledge of Service Expectations and Attendant Circumstances.* Contractor warrants that before entering into this Contract, it had a full opportunity to review the proposed services, and review all Township requirements and/or expectations under this Contract. Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Contract as specified herein.
- 5.9. *Independent Contractor.* Nothing in this Contract is intended to establish an employer employee relationship between the Township and either Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by Contractor shall, in all cases, be deemed employees of Contractor and not employees, agents or subcontractors of the Township.

## **§6. INDEMNIFICATION**

### **6.1. *Indemnification.***

- 6.1.1. Contractor shall indemnify and hold the Township and/or municipalities, and their elected and appointed officers, employees, servants and agents, participating in the Wireless Livingston Initiative harmless from any and all Claims which are incurred by or asserted against the Township by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Contractor, Contractor's Employees, and its subcontractors,

servants or agents, including, without limitation, all Claims relating to injury or death of any person or damage to any property.

- 6.1.2. Contractor shall have no rights against the Township for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the Township except as expressly provided herein.
- 6.1.3. Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the Township based upon any Claim brought against the Township suffered by a Contractor Employee.
- 6.1.4. The Contractor's responsibilities as set forth in this section shall not be mitigated by the insurance coverage obtained by the Contractor pursuant to the requirements of this Contract. The indemnification requirements set forth in this section shall remain in full force and effect in the event the insurance of the indemnifying party is exhausted or coverage is denied.

## **§7. INSURANCE**

- 7.1. *Coverage Required.* Licensee must obtain all insurance as set forth below and file certificates evidencing it with the Township. Such insurance must be maintained in full force and effect until the end of the Term.
  - 7.1.1. Commercial general liability insurance, including products and completed operations liability, independent contractors liability, contractual liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCD coverage, in an amount not less than \$5,000,000.00.
  - 7.1.2. Liability insurance for sudden and accidental environmental contamination with minimum limits of \$1,000,000.00 and providing coverage for claims discovered within three (3) years after the term of the policy.
  - 7.1.3. Automobile liability insurance including automobile no-fault and hired and non-hired automobiles in an amount not less than \$5,000,000.00.
  - 7.1.4. Workers' compensation insurance with statutory limits, employer's liability insurance with \$1,000,000.00 limits, and any applicable Federal insurance of a similar nature.
  - 7.1.5. The coverage amounts set forth above may be met by a combination of underlying or primary and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy must provide drop down coverage to

the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverage for any reason during the Term, or, when longer, for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

- 7.1.6. Prior to execution of the License by the Township, Contractor shall provide evidence of the insurance coverage required herein; thereafter, Licensee will annually provide the Township with a certificate of insurance evidencing such coverage.
- 7.1.7. All insurance policies, other than environmental contamination, will be written on an occurrence basis and not on a claims-made basis and the insurance policies shall contain a general aggregate per project.
- 7.2. *Additional Insured.* The Township shall be named as an additional insured on all policies other than worker's compensation and employer's liability. All insurance policies will provide that they may not be canceled, materially changed or not renewed unless the insurance carrier provides sixty (60) days prior written notice to the Township.
- 7.3. *Qualified Insurers.* All insurance will be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers will be rated A+ or better by A.M. Best Licensee.
- 7.4. *Deductibles.* The insurance policies required by this section shall not have deductibles in excess of \$50,000. Licensee will indemnify and save harmless the Township from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished.
- 7.5. *Contractors.* Licensee's contractors and subcontractors working on the Public Asset will carry in full force and effect all insurance coverages required by this Agreement. In the alternative, Licensee, at its expense, may provide such coverage for any or all its contractors or subcontractors by adding them to Licensee's policies.
- 7.6. *Insurance Primary.* Licensee's insurance coverage shall be primary and noncontributory over any other valid insurance or self-insurance carried by either the Township.
- 7.7. *Subrogation.* The Licensee's insurance policies providing coverage for real and/or personal property shall contain a waiver of subrogation by which the insurance carrier waives all of such carrier's rights to proceed against the Township. Licensee releases the Township from any claims by them or anyone claiming through or under them by way of subrogation for damage caused by or resulting from risks insured under any insurance policy carried by Licensee.

**§8. GENERAL TERMS AND CONDITIONS**



- 8.1.** While Contractor retains the right to perform services at any time, Contractor must obtain prior permission by the Township for access to Public Assets after the Township's regular business hours.
- 8.2.** *Cumulative Remedies.* A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 8.3.** *Survival of Terms and Conditions.* The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:

"ASSURANCES AND WARRANTIES";  
"INDEMNIFICATION";  
"Damage Clean Up To Township Property and/or Premises";  
"Audit";  
"Severability";  
"Governing Law/Consent To Jurisdiction And Venue"; and  
"Survival of Terms And Conditions".

- 8.4.** *No Third Party Beneficiaries.* Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- 8.5.** *Compliance with Laws.* Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 8.6.** *Permits and Licenses.* Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the Township, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract.
- 8.7.** *Discrimination.* Contractor shall not discriminate against persons to receive services under this Agreement or against an employee or applicant for employment because of sex, race, religion, color, national origin, age, height, weight, marital status, or handicap in violation of State and Federal law.
- 8.7.1.** Contractor shall promptly notify the Township of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.
- 8.7.2.** The Township, in its discretion, may consider any illegal discrimination described above as a breach of this Contract and may terminate or cancel this Contract immediately with notice.

- 8.8.** *Reservation of Rights.* This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Township.
- 8.9.** *Force Majeure.* Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event. Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its obligations under this contract in the event of a reasonably anticipated, insurable business risk such as business interruption and/or any insurable casualty or loss.
- 8.10.** *Conflict of Interest.* Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, *et seq.*), no contracts shall be entered into between the Township, including all agencies and departments thereof, and any Township Agent, to avoid any real or perceived conflict of interest. Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the Township. Contractor shall give the Township notice if there are any Township Agents or relatives of Township Agents who are presently employed by Contractor.
- 8.11.** *Damage and Clean up to Township Property and/or Premises.* Contractor shall be responsible for any damage to any Township or municipal property, its premises, or a Township Agent that is caused by Contractor or Contractor's Employees. If damage occurs, Contractor shall make necessary repairs and/or replacements to the damaged property to the satisfaction of the Township. If the damage cannot be completed to the Township's satisfaction, Contractor shall reimburse the Township the actual cost for repairing or replacing the damaged property. Contractor shall be responsible for assuring that all Township and municipal sites are restored to their original condition after work performed under this Contract is complete.
- 8.12.** *Use of Confidential Information.* Contractor and/or Contractor Employees and the Township shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Contractor Employee or Township Agent not having a legitimate need to know any such information and data, and shall not use the Confidential Information for any purpose other than performing its services under this Contract. Notwithstanding the foregoing, a Party may disclose the Confidential Information if required or permitted by law, statute or other legal process; provided that the Party (i) gives the other Party prompt written notice of an impending disclosure, (ii) provides reasonable assistance to the other Party in opposing or limiting the disclosure, and (iii) makes only such disclosure as is permitted, compelled, or required.
- 8.12.1.** This Contract imposes no obligation upon a Party with respect to any Confidential Information which it can establish by legally sufficient evidence:

(i) was in the possession of, or was known by the Party, prior to its receipt from the other Party, without an obligation to maintain its confidentiality; or

(ii) is obtained by a Party from a third party having the right to disclose it, without an obligation to keep such information confidential.

**8.12.2.** As used in this Contract, Confidential Information means all information that a Party is required or permitted by law to keep confidential, including but not limited to, Township GIS data.

**8.13.** *Contractor Use of Township Licensed Software.* In order for Contractor to perform its services under this Contract, the Township may permit Contractor or Contractor Employees to access certain copyrighted Software licensed to the Township. Contractor or Contractor Employees shall not: transfer, remove, use, copy, or otherwise provide or make available any such copyrighted Software or Documentation to any other person or entity, for any purpose, without the prior written consent of the Township and/or the licensor. Furthermore, neither Contractor nor Contractor Employees shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any copyrighted Software. Neither Contractor nor Contractor Employees shall use any copyrighted software contrary to the provisions of any applicable Software license agreement or state or federal law.

**8.14.** *Contractor Use of Township Servicemark.*

**8.14.1.** The Township grants Contractor the non-exclusive right to use its servicemark, specifically the servicemark listed in Exhibit V, on any and all publications, whether print or electronic format, related to or associated with the Wireless Livingston Initiative. Permission to use the servicemark extends to use on Contractor's website.

**8.14.2.** Contractor shall only use the servicemark in Exhibit V for the purposes described in this Contract and not for any other purpose.

**8.14.3.** Contractor acknowledges that the Township has certain rights in the servicemark listed in Exhibit V and that Contractor has no right, title, or interest in this servicemark.

**8.14.4.** The servicemark covered under this Section shall be provided to Contractor at no Cost.

**8.14.5.** Contractor permission to use the servicemark in Exhibit V shall cease when the Contract is terminated and/or canceled. Upon termination and/or cancellation of this Contract, Contractor shall not display the servicemark on its website or distribute or print any publication (in any format) displaying or containing the servicemark.

**8.15.** *Linking to Township Website.*

- 8.15.1.** Contractor may link to the Township Website subject to the following conditions: Neither Contractor nor Contractor's Website shall not create a frame, browser, or border environment Township's Website.
- 8.15.2** Neither Contractor nor Contractor's Website shall reproduce or copy the content on the Township's Website. Township trademarks or servicemarks may not be placed on Contractor's Website without the Township's prior written permission.
- 8.15.3.** Contractor permission to link to the Township's Website shall cease when the Contract is terminated and/or canceled or when one of the conditions listed in this Section is breached. Upon termination and/or cancellation of this Contract of the conditions listed in this Section, Contractor shall immediately stop linking to the Township Website.
- 8.16.** *Project Managers.* Each Party shall designate an employee or agent to act as a Project Manager. The Project Managers shall serve as a contact point for all matters related to the services to be performed under this Contract. Contractor's Project Manager shall coordinate with the Township's Project Manager. Contractor shall provide the name and qualifications of its Project Manager and an alternate. In addition to a Project Manager, Contractor shall designate an employee or agent to act as a Network Engineer and an Executive Sponsor (an individual dedicated to overseeing the Wireless Livingston Initiative and reporting to the Wireless Livingston Advisory Board) during the term of this Contract
- 8.17.** *Dispute Resolution.* All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Managers for possible resolution. The Project Managers may promptly meet and confer in an effort to resolve such dispute. If the Project Managers cannot resolve the dispute in ten (10) business days, the dispute may be submitted to the signatories of this Contract or their successors in office. The signatories of this Contract may meet promptly and confer in an effort to resolve such dispute.
- 8.18.** *Access and Records.* Contractor will maintain accurate books and records in connection with the services provided under this Contract for 36 months after end of this Contract, and provide the Township with reasonable access to such book and records.
- 8.19.** *Audit.* Contractor shall allow the Township's Auditing Division, or an independent auditor hired by the Township, to perform Contract compliance audits with the authority to access all pertinent records and interview any Contractor Employee throughout the term of this Contract, and for a period of three (3) years after termination or cancellation of this Contract.
- 8.19.1.** Contractor shall explain any audit finding, questionable costs, or other Contract compliance deficiencies to the Township within forty-five (45) days of receiving the final audit report. Contractor's response shall include all necessary documents and information that refute the final audit report. Failure

by Contractor to respond in writing within forty-five (45) days shall be deemed acceptance of the final audit report.

- 8.20.** *Delegation /Subcontract/Assignment.* Contractor shall not delegate, assign, or subcontract any obligations or rights under this Contract or this entire Contract without the prior written consent of the Township.
- 8.20.1.** The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.
- 8.20.2.** Any assignment, delegation, or subcontract by Contractor and approved by the Township, must include a requirement that the assignee, delegee, or subcontractor will comply with the rights and obligations contained in this Contract.
- 8.20.3.** Contractor shall remain primarily liable for all work performed by any subcontractors or delegees. Contractor shall remain liable to the Township for any obligations under the Contract not completely performed by any Contractor delegee or subcontractor.
- 8.20.4.** Should a subcontractor or delegee fail to provide the established level of service and response, Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor or delegee shall be the sole responsibility of Contractor.
- 8.20.5.** In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the Township may declare this Contract null and void.
- 8.21.** *No Implied Waiver.* Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 8.22.** *Severability.* If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the Township harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the Township.
- 8.23.** *Captions.* The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be

interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.

**8.24. Notices.** Notices given under this Contract shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given when one of the following occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

**8.24.1.** If notice is sent to Contractor, it shall be addressed to:

**MichTel Communications, LLC**  
Tony Yangouyian, General Manager  
10 West Huron  
Pontiac, MI 48342

**8.24.2.** If notice is sent to the Township, it shall be addressed to:

<b>Genoa Charter Township Board of Trustees</b> Gary McCririe-Supervisor 2911 Dorr Road Brighton, MI 48116	<b>-&amp;-</b>	<b>Genoa Charter Township</b> Michael Archinal-Manager 2911 Dorr Road Brighton, MI 48116
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**8.24.3.** Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.

**8.25. Contract Modifications or Amendments.** Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the Township or other Township Agent as authorized by the Genoa Charter Township Board of Trustees.

**8.26. Governing Laws/Consent to Jurisdiction and Venue.** This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgement obtained in such forum or taking action under this Contract to enforce such judgement in any appropriate jurisdiction.

**8.27. Entire Contract.** This Contract represents the entire Contract and understanding

between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

**8.28. Certification.** The persons signing this Contract on behalf of the parties hereto certify by said signatures that they are duly authorized to sign on behalf of said parties and that this Contract has been authorized by said parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract on the day and year first above written on behalf of Contractor and the Township, and by doing so legally obligates and binds Contractor and the Township to the terms and conditions of this Contract.

**MICHEL COMMUNICATIONS, LLC**

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

By: \_\_\_\_\_  
Tony Yangouyian, General Manager

**Charter Township of Genoa**

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

By: \_\_\_\_\_  
Gary McCririe, Supervisor  
Township Board of Trustees

**Approved as to Scope of Work:**

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

By: \_\_\_\_\_  
Michael Archinal, Manager  
Genoa Charter Township

## EXHIBIT I

### Scope of Work

1. Contractor shall install, operate, manage, own, and maintain a wireless internet service for the entire geographic region of the Genoa Charter Township (Township) including, but not limited to, the wireless network architecture, design, and hardware procurement services, hardware installation, ISP connectivity, network operation, monitoring and maintenance services, marketing, and customer/technical support services for the wireless internet service users.
2. Contractor shall provide a portion of the bandwidth of the wireless internet service to all residents, businesses, and visitors of the Township at no cost ("free internet service"). Initially, the upload and download speeds of this free internet service shall be 128 kilobits per second per user; however, the Parties acknowledge that the speed of the free internet service may vary slightly due to circumstances outside the control of Contractor. So as to remain competitive in the marketplace, the speed of the free internet service shall be reviewed by Contractor in conjunction with the Wireless Livingston Advisory Board annually. Accordingly, the Wireless Advisory Board shall provide recommendations to Contractor regarding whether the speed of the free internet service should be increased.
3. The wireless internet service shall support "consumer-based" technologies. The wireless internet service shall support the current IEEE standards. Migrations to future consumer based technologies shall be reviewed with the Wireless Livingston Advisory Board.
4. The wireless internet service shall support, but not be limited to, access from desktop computers, laptop computers, tablet computers, handheld devices, mobile phones, or other devices with appropriate wireless protocols.
5. Contractor shall provide access to the wireless internet service through a standard captive portal with a single log-in database that provides a uniform user experience throughout the Township.
6. The wireless internet service shall incorporate network restrictions and other measures to provide security for users including, but not limited to, measures to protect users from common security threats including denial of services, port scanning, viruses, spam, and phishing.
7. The wireless internet service shall be available "open-air" (Outdoors) and "in-building" along exterior walls which may require the use of an omni-directional antenna that may be purchased from a consumer technology retailer.
8. In exchange for the free internet service, the Township, where possible, shall provide access to its Public Assets, at no cost to Contractor, for placement of equipment to operate the wireless internet service; however, Contractor shall still be responsible for



costs or fees associated with municipal planning review, permits or inspection, unless waived by the municipality. Access to Public Assets shall be accomplished via a license agreement which is attached as Exhibit III to this Contract. A separate license agreement shall be executed for each Public Asset utilized by Contractor for the wireless internet service.

9. In exchange for the free internet service, the Township shall facilitate access to assets owned by municipalities in the Township which have chosen to participate in the Wireless Livingston Initiative. Access to municipal-owned assets shall be accomplished via a license agreement similar to the license agreement attached as Exhibit III. It is anticipated that the Township and the municipalities participating in the Wireless Livingston Initiative will enter into an Inter-local Agreement deeming the Township an agent of the municipality for the sole purpose of licensing municipal-owned assets. The Township, as an agent of the municipality, shall execute a separate license for each municipal-owned asset utilized by Contractor for the wireless service
10. Contractor shall comply with all federal, state, and local laws, regulations, ordinances, rules, and policies regarding use of Public Assets, municipal-owned assets, and privately-owned assets.

**EXHIBIT II**

**Wireless Livingston Advisory Board**

1. The purpose of the Wireless Livingston Advisory Board shall be to:
  - a. Provide advice, recommendations, and suggestions regarding the installation, operation, management, and maintenance of the wireless internet service and the captive portal; and
  - b. Create, regularly review, and amend, when necessary, the Wireless Livingston Advisory Board Bylaws.
  
2. The Wireless Livingston Advisory Board shall consist of the following persons:
  - a. \_\_\_\_\_;
  - b. \_\_\_\_\_;
  - c. \_\_\_\_\_;
  - d. \_\_\_\_\_;
  - e. \_\_\_\_\_;
  - f. \_\_\_\_\_;
  - g. \_\_\_\_\_;
  - h. \_\_\_\_\_;
  - i. \_\_\_\_\_.
  
3. The members of the Wireless Livingston Advisory Board shall be selected and appointed by the Livingston County Board of Commissioners.
  
4. The Wireless Livingston Advisory Board shall meet at least quarterly. Proper notice of the meetings shall be sent to all members at least seven (7) calendar days before the meeting is scheduled.

## EXHIBIT III

### Public Assets License Agreement

This **License Agreement** ("License") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the Genoa Charter Township, a Michigan municipal corporation and political subdivision of the State of Michigan, located at 304 E. Grand River Ave., Howell, Michigan 48843 ("Township"), and Contractor, **MichTel Communications, LLC** (Michigan Corporate I.D. No. B5046M), located at 10 West Huron, Pontiac, Michigan 48341 ("Licensee").

The Parties agree to the following terms and conditions:

1. **Definitions.** The following words and expressions used throughout this License, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, shall be defined, read, and interpreted as follows:
  - 1.1. *Agreement* means the terms and conditions of this License, the Attachments attached hereto, and any other mutually agreed to written and executed modification, amendment, or addendum to this License.
  - 1.2. *Claim* means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the Township or Municipality, as defined herein, whether such Claim is brought in law or equity, tort, contract, or otherwise.
  - 1.3. *Contract* means the contract between the Township and Licensee and all the properly promulgated amendments.
  - 1.4. *Township* means Genoa Charter Township, a Michigan municipal corporation and political subdivision of the State of Michigan including, but not limited to, all of its departments, divisions, Board of Trustees, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
  - 1.5. *Day* means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
  - 1.6. *Equipment* means the access points or their equivalents used to operate the wireless internet service and that will be placed on the Public Assets.
  - 1.7. *Licensee* means Contractor, MichTel Communications, LLC, and all employees, subcontractors, and agents of Licensee.
  - 1.8. *Public Assets* means the real or personal property owned by the Township and specifically described as: insert description of Public Asset  
\_\_\_\_\_.
  - 1.9. *Wireless Livingston Initiative* means the wireless internet service that will blanket

all of Genoa Charter Township which will be provided, owned, operated, and maintained Licensee.

2. **Grant of License.** The Township grants a non-exclusive license to use the Public Asset solely for the purposes set forth in this Agreement.

3. **Term.** The term of this License shall be until the earlier of the following:

3.1. \_\_\_\_\_, 20\_\_\_\_; or \_\_\_\_\_.

3.2. When the Equipment has not been used to provide wireless internet service by Licensee for a period of ninety (90) consecutive calendar days; or

3.3. When either party, at its election and with or without cause, delivers written notice of termination to the other party at least one-hundred eighty (180) calendar days prior of the date of such termination;

3.4. Upon either Licensee or the Township giving written notice to the other of the occurrence or existence of a default by the other Party under the License or the Contract and the defaulting Party fails to cure, or commence good faith efforts to cure, such default within sixty (60) calendar days after delivery of such notice; or

3.5. Unless the Township grants a written extension, one (1) year from the effective date of this License if Licensee has not started the construction and installation of the Equipment and two (2) years from the effective date of this License, if by such time construction and installation of the Equipment is not complete.

4. **Use.**

4.1. Licensee shall use the license provided under this License for providing wireless internet service as more fully described in the Contract.

4.2. Licensee and its Equipment may not unduly burden or interfere with the present or future use of the Public Asset. Except as otherwise provided by law, the Township may not unduly burden or interfere with or authorize third parties to unduly burden or interfere with Licensee's Equipment. Licensee's Equipment shall not endanger or injure persons or property in or about the Public Asset. If the Township reasonably determines that any portion of the Equipment constitutes an undue burden or interference, due to changed circumstances, Licensee, at its sole expense, will modify the Equipment or take such other actions as the Township may determine is in the public interest to remove or alleviate the burden, and Licensee will do so within a reasonable time period.

4.3. *Restoration of Public Asset.* Licensee will immediately, subject to seasonal work restrictions, restore, at Licensee's sole expense, in a manner approved by the Township, any portion of the Public Asset that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Equipment to a reasonably equivalent, or at Licensee's option, a better condition. In the event that Licensee fails to make such repair within a reasonable time, the Township may make the repair and Licensee will pay the

costs the Township incurs for such repair.

- 4.4. *Removal of Equipment.* Within ninety (90) calendar days of termination of this License, Licensee shall remove all Equipment on the Public Asset and restore the Public Asset according to Section 4.3. In the event, Licensee fails to remove the Equipment within the ninety (90) calendar day period, the Township may remove such Equipment and Licensee shall pay all costs, to the Township associated with the removal.
- 4.5. *Marking.* Licensee will mark the Equipment pursuant to the Township's requirements, including but not limited to, rules, regulations, and policies. The Licensee will use its best efforts to have the Equipment blend in with the surroundings and minimize visibility of the Equipment.
- 4.6. *Installation and Maintenance.* The construction, installation, and maintenance of the Equipment shall only be performed pursuant to permit plans approved by the Township, prior to such construction, installation or maintenance. Licensee will install and maintain the Equipment in a safe condition.
- 4.7. *Relocation.* If the Township requests Licensee to relocate, protect, support, disconnect, or remove its Equipment because of street or utility work, or other public projects, Licensee will relocate, protect, support, disconnect, or remove its Equipment, at its sole cost and expense, for the duration of the work or project. The work shall be completed within a reasonable time.
- 4.8. *Public Emergency.* The Township has the right to sever, disrupt, or otherwise destroy the Equipment of Licensee if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, the Township will attempt to provide notice to Licensee. Public emergencies are any condition, which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, terrorism, etc. Licensee is responsible for repair, at its sole cost and expense, of any of its Equipment damaged pursuant to any such action taken by the Township under this Section.
- 4.9. *Access.* The Township may impose certain reasonable restrictions on the access to the Public Assets in accordance with its customs, rules, or regulations.

## **5. General Terms.**

- 5.1. *Compliance with Laws.* Licensee must comply with all laws, statutes, ordinances, rules, policies, and regulations (including but not limited to tax statutes) regarding the construction, installation, and maintenance of its Equipment, whether federal, state or local, now in force or which may be promulgated. Before any installation is commenced, Licensee must secure all necessary permits, licenses and approvals from governmental entities as may be required by law. Licensee shall be responsible for all costs or fees associated with obtaining all applicable permits, licenses, and governmental approvals. Licensee must comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public

Service Commission) the National Electric Code (latest edition), and the International Construction Code (latest edition).

**5.2.** *Identification.* All personnel of Licensee who have as part of their normal duties contact with the public will wear on their clothing a clearly visible identification card bearing Licensee's name, their name and photograph. Licensee will account for all identification cards at all times. Every service vehicle of Licensee will be clearly identified as such to the public, for example, a magnetic sign with Licensee's name and telephone number.

**5.3. Indemnification.**

**5.3.1.** *Indemnity.* Licensee shall release, defend, indemnify, protect, and hold harmless the Township and its elected and appointed officers, employees, servants and agents, from any and all Claims arising out of or resulting from the acts or omissions of Licensee, or anyone claiming by or through them which are associated with this License. Licensee waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the Township based upon any Claim brought against the Township suffered by a Licensee Employee. The Licensee's responsibilities as set forth in this section shall not be mitigated by the insurance coverage obtained by the Licensee pursuant to the requirements of this Agreement. The indemnification requirements set forth in this section shall remain in full force and effect in the event the insurance of the indemnifying party is exhausted or coverage is denied.

**5.3.2.** *Notice, Cooperation.* The Township will notify Licensee promptly in writing of any Claim. The Township will cooperate with Licensee in every reasonable way with respect to the defense of any such Claim.

**5.3.3.** *Settlement.* The Township will not settle any Claim subject to indemnification without the advance written consent of Licensee, which consent may not unreasonably be withheld. Licensee has the right to defend or settle, at its own expense, an Claim against the Township for which Licensee is responsible.

**5.4. Insurance.**

**5.4.1.** *Coverage Required.* Licensee must obtain all insurance as set forth below and file certificates evidencing it with the Township. Such insurance must be maintained in full force and effect until the end of the Term.

**5.4.1.1.** Commercial general liability insurance, including products and completed operations liability, independent contractors liability, contractual liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCD coverage, in an amount not less than \$5,000,000.00.

**5.4.1.2.** Liability insurance for sudden and accidental environmental contamination with minimum limits of \$1,000,000.00 and providing coverage for claims discovered within three (3) years after the term of the policy.

**5.4.1.3.** Commercial general liability insurance, including products and completed operations liability, independent contractors liability, contractual liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCD coverage, in an amount not less than \$5,000,000.00.

**5.4.1.4.** Automobile liability insurance including automobile no-fault and hired and non-hired automobiles in an amount not less than \$5,000,000.00.

**5.4.1.5.** Liability insurance for sudden and accidental environmental contamination with minimum limits of \$1,000,000.00 and providing coverage for claims discovered within three (3) years after the term of the policy Workers' compensation insurance with statutory limits, employer's liability insurance with \$1,000,000.00 limits, and any applicable Federal insurance of a similar nature.

**5.4.1.6.** The coverage amounts set forth above may be met by a combination of underlying or primary and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy must provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverage for any reason during the Term, or, when longer, for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

**5.4.1.7.** Prior to execution of the License by the Township, Contractor shall provide evidence of the insurance coverage required herein; thereafter, Licensee will annually provide the Township with a certificate of insurance evidencing such coverage.

**5.4.1.8.** All insurance policies, other than environmental contamination, will be written on an occurrence basis and

not on a claims-made basis and the insurance policies shall contain a general aggregate per project.

- 5.4.2. *Additional Insured.*** The Township shall be named as an additional insured on all policies other than worker's compensation and employer's liability. All insurance policies will provide that they may not be canceled, materially changed or not renewed unless the insurance carrier provides sixty (60) calendar days prior written notice to the Township.
- 5.4.3. *Qualified Insurers.*** All insurance will be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers will be rated A+ or better by A.M. Best Licensee.
- 5.4.4. *Deductibles.*** The insurance policies required by this section shall not have deductibles in excess of \$50,000. Licensee will indemnify and save harmless the Township from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished.
- 5.4.5. *Contractors.*** Licensee's contractors and subcontractors working on the Public Asset will carry in full force and effect all insurance coverages required by this Agreement. In the alternative, Licensee, at its expense, may provide such coverage for any or all its contractors or subcontractors by adding them to Licensee's policies.
- 5.4.6. *Insurance Primary.*** Licensee's insurance coverage shall be primary and noncontributory over any other valid insurance or self-insurance carried by either the Township.
- 5.4.7. *Subrogation.*** The Licensee's insurance policies providing coverage for real and/or personal property shall contain a waiver of subrogation by which the insurance carrier waives all of such carrier's rights to proceed against the Township. Licensee releases the Township from any claims by them or anyone claiming through or under them by way of subrogation for damage caused by or resulting from risks insured under any insurance policy carried by Licensee.
- 5.5. *Fees/Costs.*** Licensee is still subject to all municipal planning review and construction permitting requirements (including but not limited to fees and costs), unless such fees or costs are waived by the applicable governmental entity and/or the Township.
- 5.6. *Assignment.*** Licensee shall not assign the License, unless prior written approval is received from the Township.
- 5.7. *Notices.***

  - 5.7.1. *Notices.*** All notices under this License must be given as follows:



If to Township:

**Genoa Charter Township-Board of Trustees**  
Gary McCririe- Supervisor  
2911 Dorr Road  
Brighton, MI 48116 (Phone #810.227.5225)

AND

**Genoa Charter Township**  
Michael Archinal- Manager  
2911 Dorr Road  
Brighton, MI 48116 (Phone #810.227.5225)

If to Licensee:

**MichTel Communications, LLC**  
Tony Yangouyian, General Manager  
10 West Huron  
Pontiac, MI 48342 (Phone # )

- 5.7.2. Change of Address.** Licensee and Township may change its address or personnel for the receipt of notices at any time by giving notice to the other as set forth above.
- 5.8. Bond.** Licensee shall supply a bond payable to the Township which shall be executed by a corporation authorized to contract as a surety in the State of Michigan and which is on the United States Treasury list of approved sureties. The amount of the bond shall be \$100,000.00 and shall ensure the performance of all requirements of this License. Prior to execution of the License by the Township, Licensee shall provide evidence of the bond required herein. This bond shall be renewed annually and the amount of the bond shall be reviewed annually by the Township and Licensee to determine if the amount should be increased or decreased based upon the number of Public Assets utilized. Evidence of such bond shall be provided to the Township upon request. The bond shall provide that it may not be canceled, materially changed or not renewed unless the corporation provides sixty (60) calendar days prior written notice to the Township.
- 5.9. Interpretation and Severability.** The provisions of this License are liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision of this License be held unconstitutional, invalid, overbroad or otherwise unenforceable, such holding may not be construed as affecting the validity of any of the remaining conditions of this License. If any provision in this License is found to be partially overbroad, unenforceable, or invalid, Licensee and Township may nevertheless enforce such provision to the

extent permitted under applicable law.

- 5.10. Governing Law.** This License is governed by the laws of the State of Michigan.
- 5.11. Discrimination.** The Licensee shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
- 5.12. Reservation of Rights.** This License does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Municipality or the Township.
- 5.13. No Implied Waiver.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this License shall constitute a waiver of those rights with regard to any existing or subsequent breach of this License. No waiver of any term, condition, or provision of this License, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this License. No waiver by either Party shall subsequently affect its right to require strict performance of this License.
- 5.14. Captions.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this License are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this License. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this License shall be deemed the appropriate plurality, gender or possession as the context requires.
- 5.15. Modifications or Amendments.** Any modifications, amendments, recessions, waivers, or releases to this License must be in writing and agreed to by both Parties.
- 5.16. Entire Agreement.** This License represents the entire agreement and understanding between the Parties. This License supersedes all other oral or written agreements between the Parties. The language of this License shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first above written.

**WITNESSES**

**Genoa Charter Township**

\_\_\_\_\_

By:

Gary McCririe, Supervisor  
Township Board of Trustees

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF LIVINGSTON )

This Agreement was acknowledged before me, a Notary Public, this \_\_\_ day of \_\_\_\_\_, 2007, by Gary McCririe, Supervisor, Genoa Charter Township Board of Trustees.

\_\_\_\_\_, Notary Public  
Livingston County, Michigan  
Acting in Livingston County, Michigan  
My Commission Expires: \_\_\_\_\_

**WITNESSES**

**MICHTEL COMMUNICATIONS, LLC**

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

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF LIVINGSTON )

This Agreement was acknowledged before me, a Notary Public, this \_\_\_ day of \_\_\_\_\_, 2007, by \_\_\_\_\_, \_\_\_\_\_, MichTel Communications, LLC.

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

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**NON-EXCLUSIVE EASEMENT AGREEMENT**

This Easement Agreement is made this \_\_\_\_ day of January, 2008, by and between GENOA CHARTER TOWNSHIP with offices located at 2911 Dorr Road, Brighton, Michigan 48116, hereinafter referred to as "Grantor", and DANIEL E. GRASSI and LISA GRASSI of 1843 Hughes Road, Brighton, Michigan 48114, hereinafter referred to as "Grantees"

**RECITALS**

WHEREAS, the Grantor is a Charter Township owning Lot 2 of Long Lake Shores located in Genoa Township, Livingston County, State of Michigan, which property is legally described as follows:

Lot 2 of Long Lake Shores, being part of the Southwest quarter of Southwest quarter of Section 11, T2N, R5E, Michigan, as duly laid out, platted and recorded in Liber 2 of Plats, page 7, Livingston County Records, and

WHEREAS, Daniel E. Grassi and Lisa Grassi are the owners of adjoining property described as follows:

Lots 4 and 5, Chemung Lakeview, according to the plat thereof recorded in Liber 7 of Plats, page 44, Livingston County Records, and

WHEREAS, Lot 2 Long Lake Shores is 58 feet wide on the East boundary adjoining Hughes Road and 50 feet wide on the West boundary, and

WHEREAS, a 10 foot wide open drain for storm water runoff is located on the North 10 feet of Lot 2 Long Lake Shores, and

WHEREAS, Lot 2 Long Lake Shores is 58 feet wide on the East boundary adjoining Hughes Road and 50 feet wide on the West boundary, and

WHEREAS, the Grantor desires to expand the storm water drain and increase the width of the drain by 12 feet, and

WHEREAS, Genoa Charter Township will allow Grantees and their successors in interest to use the remainder of Lot 2 Long Lake Shores for recreational purposes together with other persons subject to the terms of this agreement, and

WHEREAS, The Grantor and Grantees desire to establish and redefine the rights and duties of the Grantor and the Grantees vis a vis the subject Lot 2 of Long Lake Shores.

NOW THEREFORE, in consideration of the benefits received by each of the parties, IT IS AGREED as follows:

1. The Grantor does hereby grant to the Grantees, their heirs, assigns and successors in interest the non-exclusive right to use Lot 2 Long Lake Shores, excepting for the area taken by the open drain, as it now exists as subsequently modified, for recreational purposes. This Grant of Easement shall run with the lands owned by the Grantees as hereinabove set forth.
2. Recreational purposes shall include sunbathing, game playing, picnicing, fishing and in general obtaining access to Lake Chemung. Boats shall not be moored or launched from the said Lot 2 Long Lake Shores. Automobiles shall not be parked on Lot 2 Long Lake Shores.
3. This Agreement granting an easement and defining Grantees's rights shall supersede any prior grant of easement made by person(s) in the chain of title of Grantees parcel granting rights to use the said Lot 2 Long Lake Shores or any part thereof for recreational purposes.
4. The Township hereby agrees, as fee title owner of the said Lot 2 Long Lake Shores to expand the width of the existing open storm water drain no more than an additional twelve feet.
5. Grantees acknowledge, in connection with the construction and periodic maintenance of the existing or expanded storm water drain, that the surface of Lot 2 Long Lake Shores may be disturbed by construction activity. The Township agrees to return any and all areas disturbed to a reasonable likeness of their condition prior to the beginning of the work.
6. The Township covenants and agrees that it will not, due to the location of the easement premises, permit the public to use the premises for recreational uses.
7. The Grantees acknowledge that the Township will not maintain the said Lot 2 Long Lake Shores and that the Livingston County Drain Commission shall have access over

the lot for the purposes of constructing, using and maintaining the drain.

- 8. The Grantees do hereby covenant and agree that they will not interfere with the use of the Lot 2 Long Lake Shores by either the Township or any other person to whom the Township has granted an easement.
- 9. This Agreement shall be recorded with the Register of Deeds for Livingston County.

The Grantor and the Grantees hereto have executed this Non-Exclusive Easement Agreement on the day and year as set forth.

Dated this \_\_\_\_ day of January, 2008

GRANTOR:  
GENOA CHARTER TOWNSHIP

By: \_\_\_\_\_  
Gary T. McCririe  
Its Supervisor

By: \_\_\_\_\_  
Robin Lynn Hunt  
Its Treasurer

STATE OF MICHIGAN     |  
                                  |ss  
COUNTY OF LIVINGSTON |

The foregoing instrument was acknowledged before me this \_\_\_\_ day of January, 2008 by Gary T. McCririe, Supervisor and Robin Lynn Hunt, Treasurer, of Genoa Charter Township, on behalf of said township.

\_\_\_\_\_  
Nancy A. Bogardus  
Notary Public  
Livingston County, Michigan  
My Commission expires: 6/26/2011  
Acting in Livingston County MI

Dated this \_\_\_\_ day of January, 2008

GRANTEES:

\_\_\_\_\_  
Daniel E. Grassi

\_\_\_\_\_  
Lisa Grassi

STATE OF MICHIGAN     ]  
                                  ] ss  
COUNTY OF LIVINGSTON ]

The foregoing instrument was acknowledged before me this \_\_\_\_ day of January, 2008 by Daniel E. Grassi and Lisa Grassi, his wife.

\_\_\_\_\_  
Notary Public  
Livingston County, Michigan  
My Commission expires: \_\_\_\_\_  
Acting in Livingston County, MI

DRAFTED BY and RETURN TO:

Richard A. Heikkinen  
THE HEIKKINEN LAW FIRM, P.C.  
110 North Michigan Avenue  
Howell MI 48843

a:\genoa ordinance 5/2007 \Grassi1

## MEMORANDUM

To: Township Board  
From: Michael Archinal  
Date: 1/4/08  
Re: Sherston Final PUD/Site Plan

Please consider the following actions:

- A. Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve the PUD agreement, subject to the following:**
1. This recommendation is subject to approval by the Township Attorney, both as to this agreement, as well as the underlying easement agreement.
- B. Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve the Environmental Impact Assessment as submitted dated 1/03/08.**
- C. Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve the final PUD site plan subject to the following:**
1. The bike path will commence at the eastern end of the driveway and proceed through the western end of the driveway and south along the building connecting to the southerly building sidewalk;
  2. The lighting plan will be as depicted on sheet L-1 and not A-1 and the fixtures will be full cut off and downward directed;
  3. The requirements of the Brighton Area Fire Department, as addressed in their November 11, 2007 letter, with a potential revision to paragraph 1-A will be complied with;
  4. The requirements of the township engineer as spelled out in their letter dated December 5, 2007 will be complied with and with regard to that letter, particular attention will be paid to paragraph four regarding creation of a maintenance agreement satisfactory to the Township Engineer and Township Attorney. Further, particular attention will be paid to paragraph five regarding channeling storm water overflow to the parking lot. Also, particular attention will be given regarding item seven regarding the proposed sanitary lead connecting into the manhole with an external drop connection;



5. Further notes will be added to the site plan indicating potential permission for the public to use the pavement around the site in lieu of potential addition of the sidewalk from the west end of the driveway to the western end of the property line;
6. A copy of the temporary construction permit provided by Burger King will be provided to the Township Staff;

\$2675.<sup>00</sup>

Final PUD Case # 07-15

**GENOA TOWNSHIP  
APPLICATION FOR SITE PLAN REVIEW - FINAL**

TO THE GENOA TOWNSHIP PLANNING COMMISSION AND TOWNSHIP BOARD:

APPLICANT NAME & ADDRESS\*: John Sherston - 2373 Fishbeck

OWNER'S NAME & ADDRESS: Howell, MI. 48843 11-06-100-004

SITE ADDRESS: Grand River - South side PARCEL #(s): Sec. 6, Town 2N, R 5E

APPLICANT PHONE: (517) 861-0540 OWNER PHONE: ( ) Genoa Twp; Livingston County, MI

LOCATION AND BRIEF DESCRIPTION OF SITE: Vacant site on Grand River  
between University Dr. & Golf Club Rd., South  
side of Grand River.

BRIEF STATEMENT OF PROPOSED USE: New 5,200 sq. ft. office/  
Retail Building

THE FOLLOWING BUILDINGS ARE PROPOSED: Single story 5,200 sq. ft.  
Building w/ Basement

I HEREBY CERTIFY THAT ALL INFORMATION AND DATA ATTACHED TO AND MADE PART OF THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: Wm Colley - agent for John Sherston

ADDRESS: 6290 Dean Rd, Howell MI 48855

\* If applicant is not the owner, a letter of Authorization from Property Owner is needed.

**Contact Information** - Review Letters and Correspondence shall be forwarded to the following:  
1) William Colley of William Colley Arch. at ( )  
Name Business Affiliation Fax No.

**FEE EXCEEDANCE AGREEMENT**  
As stated on the site plan review fee schedule, all site plans are allocated two (2) consultant reviews and one (1) Planning Commission meeting. If additional reviews or meetings are necessary, the applicant will be required to pay the actual incurred costs for the additional reviews. If applicable, additional review fee payment will be required concurrent with submittal to the Township Board. By signing below, applicant indicates agreement and full understanding of this policy.  
SIGNATURE: Wm Colley DATE: 1/3/07  
PRINT NAME: William Colley PHONE: 586-854-0413  
ADDRESS: 6290 Dean Rd, Howell MI 48855

**OPEN PUBLIC HEARING # 3...Review of a final PUD site plan application, impact assessment, and PUD agreement for a proposed 5,200 sq. ft. retail/office building located at 2160 E. Grand River, petitioned by William Colley Architect. (07-08)**

Mr. Mark Hiller and Mr. William Colley address the Planning Commission to request approval of the final PUD and site plan. The petitioner has worked with the Township and has made alternate arrangements regarding the easement.

Mr. Colley reports that the owners are concerned about the bike path requested by the Planning Commission. One exists on the north side of Grand River, but with the property being placed as it is, a bike path could cause potential problems regarding entry onto Grand River and diminished visibility due to the viaduct.

James Mortensen indicates he is not inclined to grant this relief. Tesha Humphriss indicates this has not been master planned because it is at the very edge of the Township. She doesn't disagree with the petitioner's claim that the sidewalk would dead end at the viaduct anyway. James Mortensen indicates his inclination is to require a bond for the sidewalk issue. Mr. Nesbitt suggests that the sidewalk should be required to connect into the building, but no further. Kelly VanMarter indicates there has been some talk of abandoning the railroad tracks at a future date. David Bittner (co-owner of the property) indicates his concern is that any sidewalk would encourage walkers to continue under the viaduct. Petitioners, John Sherston and David Bittner are present and indicate they'd object to posting a bond and feel that any discontinuation of the sidewalk could conceivably lead to civil liability on their part. Mr. Colley asks if this could be sent to the Board for approval. James Mortensen explains that the purpose of the Planning Commission is to make a recommendation to the Township Board.

James Mortensen indicates that he believes a sidewalk should be required to the western side of the building and a bond in escrow for a sidewalk from the western end of the building to the western end of the property line with a time period of three years and if a sidewalk is not required, the bond would be canceled and returned. Mr. Bittner believes this would classify as an attractive nuisance.

Tesha Humphriss indicates that the grading is quite steep. If a sidewalk were put in, there would be a large amount of grading to level out the sidewalk. She believes walking along the site to Grand River is unlikely. She believes the safest fact would be to require a sidewalk from the western edge of driveway up to the sidewalk on petitioner's site.

Mr. Colley suggests that rather than a bond, just place additional language in the PUD.

Tesha Humphriss indicates the sidewalk would be in the easement, so it wouldn't even be on petitioner's property. It would be between the drive and the building. Mr. Nesbitt agrees with Tesha Humphriss. He thinks that is the logical placement of the sidewalk.

James Mortensen thinks the petitioner should be financially responsible for the sidewalk connecting the eastern side of the property to the western property line.

Tesha Humphriss suggests that a stub of sidewalk be placed on the eastern end of the driveway/easement. Mr. Colley indicates there is no room.

There has been a draft easement agreement regarding G.O. according to Tesha Humphriss

Tesha Humphriss discusses the November 5<sup>th</sup> letter. Mr. Bittner addresses the Planning Commission's concerns regarding environmental contamination. The D.E.Q. is involved and they are working with the petitioner.

The 1 on 3 slope must be approved by the Planning Commission. The engineers have no objections, but approval is required.

Underground detention is requested and historically, the Township has approved underground detention for sites such as this. The ordinance regarding the maintenance agreement should be adhered to. Petitioner will agree. Tesha Humphriss asks for a soil boring sample to check for groundwater. Petitioner indicates they are obtaining borings anyway, so they will forward one to the Township.

Petitioner indicates that if the sidewalk weren't required, a natural slope could be utilized, but a 1 on 3 is required now. James Mortensen indicates that under his proposal regarding the sidewalks, he would be more willing to go with a 1 on 3 slope.

Tesha Humphriss addresses that the parking space overhang could be accommodated by the 7' sidewalk.

Mr. Nesbitt discusses the rear yard setback. The requirement was met in the previous plans, but the newest plans are only 39'. The PUD agreement would have to note any waiver.

Mr. Nesbitt addresses the proposed materials and colors. Mr. Colley presents material samples, but does not have a color rendering.

Mr. Nesbitt indicates ramps should be provided. This should be included in the PUD agreement.

Regarding the landscaping plan, there is a deficiency of canopy trees, but there are sufficient evergreen trees to make up for it under the ordinance. Petitioner agrees to replace one evergreen tree in the parking lot with a canopy tree.

Mr. Nesbitt indicates there are inconsistencies with the lighting scheme. Petitioner will make the two sheets consistent. They will adhere to the L-1 plan rather than the A-1 sheet. All lighting fixtures will be full cut off and downward directed.

Barbara Figurski asks about dust control. This is not addressed on the plans, but on the impact assessment. Petitioner will place it on the plans.

Petitioner addresses the Fire Marshall's letter. The building code does not require an automatic sprinkler system in the upper level, but only on the lower level. They will provide a fire suppression system as required by the building code. Discussion was held regarding any language in the motion to refer to this issue.

Tim Murphy addresses the Planning Commission and tells how there was a similar situation to the sidewalk issue in Lansing on Saginaw Street. A young girl was killed after stepping into the street when the sidewalk stopped.

#### **Planning Commission disposition of petition**

- A. Recommendation regarding PUD agreement.
- B. Recommendation regarding impact assessment.
- C. Recommendation regarding final PUD plan.

**Motion** by James Mortensen to recommend to the Township Board approval of the PUD agreement for this building, subject to the following:

- ① The agreement will be revised to indicate that the rear yard setback is 39';
- ② The agreement will indicate that if the Township develops a plan which may or may not be in conjunction with the municipality to the west for the sidewalk to be extended from the western edge of the driveway to the western edge of the property line, it will be done at the owner's expense and this agreement will be in recordable form satisfactory to the Township Attorney;
- ③ The agreement will be revised to include reference to the township ordinance regarding underground storm water control systems – ordinance 13.08 – and will include the management reporting and maintenance plan in a form acceptable to the Township Engineer, Staff or Attorney. The PUD agreement will include reference to the fact that the owner of the property will be financially liable for any overflow to

adjacent properties caused by failure of the underground water retention system;

4. The Township Board approve the site plan and the environmental impact assessment;
5. This recommendation is subject to approval by the Township Attorney, both as to this agreement, as well as the underlying easement agreement.

Support by Barbara Figurski. **Motion carried unanimously.**

**Motion** by Barbara Figurski to recommend to the Township Board approval of the environmental impact assessment as submitted. Support by Chris Grajek. **Motion carried unanimously.**

**Motion** by James Mortensen to recommend to the Township Board approval of the final PUD plan subject to the following:

1. Approval by the Township Board of the PUD agreement and impact assessment;
2. The rear yard set back will be 39';
3. The building materials and architectural renderings are acceptable and will become property of the Township;
4. The bike path will commence at the eastern end of the driveway and proceed through the western end of the driveway and south along the building connecting to the southerly building sidewalk;
5. The evergreen tree will be replaced by a canopy tree;
6. The lighting plan will be as depicted on sheet L-1 and not A-1 and the fixtures will be full cut off and downward directed;
7. Dust control measures will be added to the site plan;
8. The requirements of the Brighton Area Fire Department, as addressed in their November 11, 2007 letter, with a potential revision to paragraph 1-A will be complied with;
9. The requirements of the township engineer as spelled out in their letter dated December 5, 2007 will be complied with and with regard to that letter, particular attention will be paid to paragraph four regarding creation of a maintenance agreement satisfactory to the Township Engineer and Township Attorney. Further, particular attention will be paid to paragraph five regarding channeling storm water overflow to the parking lot. Also, particular attention will be given regarding item seven regarding the proposed sanitary lead connecting into the manhole with an existing drop connection;
10. Further notes will be added to the site plan indicating potential permission for the public to use the pavement around the site in lieu of potential addition of the sidewalk from the west end of the driveway to the western end of the property line;

11. A copy of the temporary construction permit provided by Burger King will be provided to the Township Staff;
12. These comments are relative to the plan dated October 31, 2007 and addressed by the Planning Commission this evening.

Support by Barbara Figurski. **Motion carried unanimously.**

**OPEN PUBLIC HEARING #4... Review of a site plan application, impact assessment, amendment to the PUD agreement and site plan for a proposed 4,500 sq.ft. credit union with 4 drive-thru lanes located at 4433 E. Grand River, petitioned by NuUnion Credit Union.**

Neal Plante of Boss Engineering, Tim Murphy of NuUnion Credit Union, and Thom Dumond of Boss Engineering are all present. Petitioner presents their proposed drawings. Due to some property swapping with the Corrigan's ext door, they now have a rectangular parcel.

Four parking spaces will be shared with T.W. Friends.

Petitioner is proposing 3 on 1 side slopes and a decorative fence around the pond.

The sanitary sewer will be brought in from Grand River. The water main has been extended into the property pursuant to the Fire Department's request and extended to the property edge at the request of Tetra Tech.

A sidewalk will be placed onto the property. Landscaping will be as proposed.

Petitioner provides samples of the proposed materials.

James Mortensen and Barbara Figurski both indicate they do not like the proposed kiosk. Petitioner suggests that their credit union members have requested kiosks. James Mortensen indicates that they have not been allowed in the Township so far.

Dean Tenge addresses the possibility of back-ups, even with the kiosks. Chris Grajek asks about the purpose of the kiosk when there is an ATM lane already in the drive-thru. Petitioner indicates it's just a further convenience. Petitioner explains that a study was done by a professional company who recommended that a branch be opened within Livingston County and went so far as to suggest what type of street to be on, how many lanes to have and to have kiosks available.

James Mortensen asks if a second exit would be required on Whitehorse Drive if there's no kiosk. Thom Dumond indicates it would still be necessary. Tesha Humphriss suggests that the ordinance requires it.



**LSL Planning, Inc.**

Community Planning Consultants

November 21, 2007

Planning Commission  
Genoa Township  
2911 Dorr Road  
Brighton, Michigan 48116

**Subject:** Sherston Office Building – Redevelopment Planned Unit Development (RDPUD) Final Site Plan Review #2  
**Location:** 2160 East Grand River Avenue - south side of Grand River Avenue, between Lucy Road and Chilson Road  
**Zoning:** GCD General Commercial District  
**Applicant:** Jay Sherston Properties, LLC  
2373 Fishbeck Road  
Howell, MI

Dear Planning Commission:

At the Township's request, we have reviewed the request for a Redevelopment Planned Unit Development (RDPUD) revised final site plan (dated 10/31/07) for the development of a new office/retail building. The site is located on the south side of Grand River Avenue, between Lucy Road and Chilson Road. The Township previously approved the RDPUD overlay zoning and conceptual PUD plan for the project. The request has been reviewed in accordance with the approved concept plan and the Genoa Township Zoning Ordinance.

**A. Summary of Issues**

1. The proposed rear yard setback is 39 feet, while 47 feet was provided on the approved concept plan.
2. Planning Commission approval is required for the proposed architecture, including materials and colors.
3. The bike path must be extended to the westerly edge of the property frontage on all site plan drawings. The path must also be constructed of concrete and ramps must be provided on each side of the driveway.
4. The Planning Commission may allow the substitution of an evergreen tree for a canopy tree in the parking lot landscaping.
5. There are inconsistencies with the lighting plan that must be corrected.
6. All light fixtures must be full cutoff and downward directed.
7. The PUD Agreement and site plan are inconsistent regarding the rear yard setbacks.

**B. Proposal**

The applicant requests approval of the revised final PUD site plan of a Redevelopment Planned Unit Development (RDPUD) for the 0.6-acre site in order to construct a 1-story, 5,200 square foot office/retail building. The RDPUD designation is an overlay of the existing GCD zoning, which allows general retail and office uses of up to 30,000 square feet as permitted uses.



**C. Process**

The RDPUD review and approval process is outlined below. The applicant is at Step 4 in the process.

1. The Township Planning Commission makes a recommendation to the Township Board on the RDPUD overlay rezoning, Concept Plan and PUD Agreement following a public hearing.
2. The County Planning Commission reviews the RDPUD overlay rezoning and provides comments for consideration by the Township Board.
3. The Township Board acts on the RDPUD overlay rezoning, Concept Plan and PUD Agreement.
4. The Township Planning Commission makes a recommendation to the Township Board on the Final PUD site plan.
5. The Township Board acts on the Final PUD site plan.

**D. Final RDPUD Site Plan Review**

1. **Preliminary PUD.** In general, the final PUD site plan is consistent with the conceptual plan approved by the Township earlier this year. However, the proposed building location and setbacks have been modified in the revised final PUD plan. The table below identifies the setback requirements, requested deviations and those proposed in the revised site plan:

<b>Description</b>	<b>Approved Concept PUD</b>	<b>Proposed Final PUD</b>
Front yard setback	10	20
Side yard setback	0	0
Rear yard setback	47	39
Parking lot setback	10 front	40 front
	0 side	11 side
	0 rear	0 rear

The table on Sheet A1 and the PUD Agreement note the setbacks as approved as part of the initial RDPUD approval. If the applicant intends to use the new setbacks, all tables and references to setbacks must be corrected for consistency, including revision to the PUD Agreement.

2. **Building Elevations.** The building will have a pitched roof with dimensional shingles. The primary building materials proposed are face brick and ground face block. Dryvit, an aluminum fascia, architectural columns, and a metal barrel roof on the street front elevation are proposed as accents. Planning Commission approval is required for the proposed architecture, including materials and colors.
3. **Parking.** General retail establishments require 1 parking space for each 250 square feet of gross floor area. Based upon the size of the proposed building, a minimum of 21 spaces are required. The revised site plan provides 21 parking spaces. The required barrier free space is also provided. The proposed drive aisles and parking spaces comply with the dimensional requirements of the Zoning Ordinance.
4. **Loading.** Section 14.08.08 requires one loading space with an area of 500 square feet, located in a rear or side yard not directly visible to a public street. The plan provides the required space in the southeast corner of the property in front of the waste receptacle.

5. **Access.** Access to the site is to be provided across an easement on the adjacent pump station property. The submittal includes a copy of an easement agreement for access to the site. The proposed driveway is offset by approximately 115 feet from the intersection of Grand River Avenue and University Drive to the west. The access point was approved as part of the PUD due to topography, which does not allow the drive to directly align the drive with the opposing street. A shared driveway is proposed and the driveway is offset from the road in a direction that will not result in left-turn conflicts for traffic turning left from Grand River Avenue.
6. **Pedestrian Circulation.** An 8-foot wide asphalt bike path is provided along the property frontage; however, the use of concrete is required. On Sheets C3 and C4 the path ends approximately 10 feet short of the property frontage and must be extended to the west. Sheet A1 depicts the required bike path length. The path has been relocated to the right-of-way in the revised plans as noted in previous reviews. The plan must provide ramps on each side of the driveway for the bike path.
7. **Landscaping.** The revised submittal includes a landscape plan. The following table summarizes Ordinance requirements:

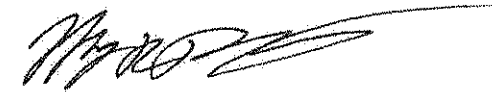
Location	Amount of Planting Required	Amount of Planting Provided	Additional Landscaping Required
Grand River greenbelt	20 foot greenbelt; 7 canopy trees; hedgerow	20 foot greenbelt; 7 canopy trees; hedgerow in front of parking spaces	None (a)
Parking lot	4 canopy trees; 210 sq. ft. landscaped area	3 canopy trees; 3 evergreen trees; approx. 300 sq. ft. landscaped area	1 canopy tree (b)

- a. We recommend that 2 of the greenbelt trees be relocated to each side of the driveway.
  - b. The Ordinance specifically notes the use of canopy trees for required parking lot landscaping. However, the Planning Commission has the authority to modify landscaping requirements and may allow the substitution of evergreen trees.
8. **Waste Receptacle and Enclosure.** Section 12.04 requires waste receptacles to be located in the rear or non-required side yard. The proposed waste receptacle is located within the rear yard, but it does not comply with the side yard setback requirement for the GCD; however, this modification was authorized as part of the conceptual PUD. A detail on Sheet A1 indicates that the proposed enclosure will be 6'-4" in height and constructed of decorative masonry block. The required concrete base pad has been added to the revised plans.
  9. **Lighting.** The revised site plan includes a lighting plan, which indicates the use of 3 light poles and 4 wall mounted fixtures. The note on Sheet L1 indicates 4 light poles, but only 3 are identified. The number and location of light poles is also inconsistent between Sheets L1 and A1. These inconsistencies must be corrected. Sheet L1 identifies the use of 175 watt metal halide fixtures for the light poles and 100 watt metal halide for the wall mounted fixtures. Notes on the lighting plan indicate the fixtures will be directed at an angle, which is not permitted by the Zoning Ordinance. All fixtures must be full cutoff and downward directed. The photometric plan indicates a maximum lighting intensity of 5 footcandles, which complies with Ordinance requirements.

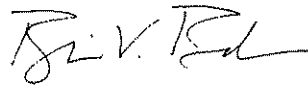
- 10. Signage.** The submittal notes that no signage is proposed at this time and that all new signage will meet the requirements of the Township Zoning Ordinance.
- 11. Impact Assessment.** A revised Environmental Impact Assessment (dated 10/31/07) indicates that the proposed project will not create any adverse impacts upon the environment, public services, surrounding land uses or traffic.
- 12. PUD Agreement.** A revised draft PUD Agreement has been provided, which incorporates the corrections previously noted during review of the preliminary PUD. However, it should be noted that Section 2.5 provides a 47-foot rear yard setback, while the site plan provides a rear yard setback of only 39 feet. If the applicant intends to alter the setbacks on the plan, the PUD Agreement must be revised accordingly.

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

Sincerely,  
LSL PLANNING, INC.



Jeffrey R. Purdy, AICP  
Partner



Brian V. Borden, AICP  
Project Planner II



**TETRA TECH**

December 5, 2007

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

**Re: Sherston Office Building  
Final Site Plan Review #2**

Dear Ms. VanMarter:

As requested, we have performed a review of the above-referenced revised site plan as prepared by Livingston Engineering, dated October 31, 2007 and revised November 28, 2007. The site is located on the south side of Grand River Avenue, east of the Ann Arbor Railroad. The petitioner is proposing a 5,200 sq. ft. building to house a mix of office and retail uses. We offer the following comments for your consideration.

#### **GENERAL**

1. The petitioner has completed a Limited Phase II Environmental Site Assessment which identified some contamination above the Michigan Department of Environmental Quality (MDEQ) generic residential criteria. A Due Care Plan should be submitted outlining how the known contamination will be addressed during site development.
2. The petitioner is proposing access to the site via an ingress/egress easement with the Genoa Oceola Sewer and Water Authority. A draft easement agreement has been submitted with the site plan. We recommend the Township attorney review the easement agreement.

#### **DRAINAGE/GRADING**

3. The Planning Commission should be aware of the proposed 1:3 grading of the area between the proposed building and Grand River Avenue. The petitioner is proposing slope stabilization in this area.
4. The petitioner is proposing the use of an underground detention system at this site. We support the use of underground detention at this site because it is a small redevelopment parcel. However, as discussed at previous Planning Commission meetings we recommend the Township require the following items:
  - a. An agreement between the petitioner and the Township to ensure maintenance of the underground system.



## TETRA TECH

- b. A maintenance schedule for the underground system should be submitted to the Township.
5. To ensure the underground detention system does not operate in permanent overflow, the underground system shall be designed so that water will pond in the parking lot in the event of failure. The elevation of the top of the weir in the outlet control structure should be higher than the RIM elevation of the lowest catch basin in the parking lot.
6. All soil boring information in the area of the underground detention system should be provided to the Township.

### UTILITIES

7. The proposed sanitary lead should connect into the existing manhole with an external drop connection.
8. The MHOG details S-3 "Trench for Pipe in Influence of Roadway" and S-4 "Trench for Pipe under Roadway" should be added to the plans.

### TRAFFIC/PAVEMENT

9. The Planning Commission should be aware that the parking spots along the building are proposed to be 16' long. The petitioner is requesting to allow part of the 7-foot concrete sidewalk fronting these parking spots as a 2-foot overhang for any vehicles parking in these spots.

### NON-ACTION ITEMS

10. A permit must be obtained from the Livingston County Building Department for the installation of the sanitary sewer and water leads.
11. The Petitioner is proposing a live tap to the existing sanitary sewer system. A representative of Genoa Township must be present to observe the live tap.
12. The petitioner should be aware that construction plans will be required for the publicly owned water main.
13. The petitioner should be aware that there are tap in fees associated with the proposed connection to the municipal sanitary sewer and water systems.
14. A letter from the fire department stating their approval of the site will be necessary for site plan approval.
15. The petitioner should be aware that a grease trap will be necessary if the intended use of the retail square footage will be a restaurant.



TETRA TECH

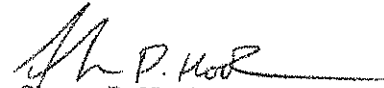
16. A letter stating MDOT's approval of the proposed entrance onto Grand River Avenue will be needed for site plan approval.

We recommend the Township consider the above issues prior to taking action on the site plan.

Please call if you have any questions.

Sincerely,

  
Tasha L. Humphriss, P.E.  
Project Manager

  
Shawn P. Hooker, E.I.  
Project Engineer

:cpl  
200-12736-08004 T012

Copy: Mark Hiller, Livingston Engineering  
Gary McCririe, Genoa Township

K:\LETTERS\Genoa Twp Sherston SPR.doc



# Brighton Area Fire Department

615 W. Grand River

Brighton, Michigan 48116

810-229-6640 Fax: 810-229-1619

November 19, 2007

Kelly VanMarter  
Genoa Township  
2911 Dorr Road  
Brighton, Mi 48116

RE: Sherston Office building  
Planned Urban Development (PUD)  
2160 Grand River Ave  
Site Plan Review

Dear Kelly,

The Brighton Area Fire Department has reviewed the above mentioned site plan. The plans were received for review on November 14, 2007 and the drawings are dated October 31, 2007. The project is based on a proposed 5, 200 square foot building (office) with a full basement. The plan review is based on the requirements of the International Fire Code (IFC) 2003 edition. The Brighton Area Fire Department has the following recommendations on the plan:

1. The building shall be provided with an automatic sprinkler system in accordance with NFPA 13, *Standard for the Installation of Automatic Sprinkler Systems*.

**IFC 903**

  - A. Revise the PUD agreement to include that the building will be provided with an approved automatic sprinkler system in accordance with NFPA 13 *Standard for the Installation of Automatic Sprinkler Systems*.
  - B. The submittal indicates a 4" fire protection lead. Typically the size of the lead is no less than 6". The use of a 4" lead is permitted as long as the system provides the needed flow thru hydraulic calculations.
2. Future project submittals shall include the address and street name of the project in the title block.

**IFC 105.4.2**
3. The building shall include the building address on the building. The address shall be a minimum of 6" high letters of contrasting colors. The location shall be verified prior to installation.

**IFC 505.1**

4. The access road into the site shall be a minimum of 26' wide. With a width of 26' wide, one side of the street shall be marked as a fire lane. Include the location of the proposed fire lane signage and include a detail of the fire lane sign in the submittal.

**IFC D 103.6**  
**IFC D103.1**

5. The location of a key box (Knox Box) shall be indicated on future submittals. The Knox box will be located adjacent to the front door of the structure.

**IFC 506.1**

Additional comments will be given during the building plan review process (specific to the building plans and occupancy). If you have any questions about the comments on this plan review please contact me at 810-225-8033

Cordially,



Michael D. O'Brian  
Fire Marshal



# ENVIRONMENTAL IMPACT ASSESSMENT

January 3, 2007  
(revised 10-31-07)

## INTRODUCTION

The purpose of this report is to show what effect this proposed development may have on various environmental factors in the general vicinity. Potential areas of concern are to be noted along with the proposed methods of addressing each item. The protection and conservation of irreplaceable natural resources from pollution, impairment, or destruction, is of paramount concern.

### A. NAME(S) AND ADDRESS(ES) OF PERSON(S) RESPONSIBLE FOR PREPARATION OF THE STATEMENT:

Prepared By:

William Colley Architect  
6290 Dean Rd  
Howell, MI. 48855

Prepared For:

John Sherston  
2373 Fishbeck  
Howell, MI. 48843

### B. MAP(S) AND WRITTEN DESCRIPTION / ANALYSIS OF THE PROJECT SITE:

The proposed project is located in the Township of Genoa, Livingston County, Michigan, and is located on Grand River Avenue. The property which contains approximately 0.60 acres is currently zoned general commercial district (GDC). All adjacent property is also zoned GDC. The site is presently vacant and is located west of the existing Genoa Oceola pump station with the Ann Arbor Railroad abutting the south. This site is elevated from, and slopes towards, Grand River Avenue.

### C. IMPACT ON NATURAL FEATURES:

The site will be developed with the proposed building, paving, and landscaped areas. The expansion of this development will increase the storm water outflow of the site, which will be directed to the existing storm sewers along Grand River Ave. via. an underground storm water system. This storm water increase is due to the expansion of the building, and related paved parking surfaces, over the presently undeveloped site.

According to the U.S.D.A. Soils Conservation Service "Soil Survey of Livingston County, Michigan", the predominant soil type on this site is Miami Loam with 2% to 6% slopes. The surface runoff is slow, permeability is moderate, and the erosion hazard is slight in this soil type. Due to the expansion of development on this site, grading will be required during construction of this project for the placement of the building and parking areas required.

**D. IMPACT ON STORM WATER MANAGEMENT:**

Surface water runoff during the construction period will be controlled by the proper method as set forth by the Livingston County Drain Commissioner. Such methods will be silt fencing, pea stone filters, temporary storm water diversions and retention areas, designed to contain all temporary erosion within the boundaries of the site

**E. IMPACT ON SURROUNDING LAND USES:**

The proposed use of this project is for the 5,200 square foot office / retail facility to provide for allowed uses under the GCD guidelines. There has been sufficient parking provided to allow for the uses allowed for in this district. The required site improvements will comply with the Genoa Township Zoning Ordinance, and will serve to enhance the proposed development.

During the construction phase of the project there will be a temporary increase in dust, noise and vibration at the site. However these items will be temporary in nature and once the site is fully operational, these items will be virtually non-existent. During the construction of this project the developer shall provide adequate dust control measures to protect adjacent properties from dust becoming a nuisance.

The ambient noise level around this site after the project is completed will not add to the present conditions. This project will produce a minor increase in traffic volumes during business hours. Being located on Grand River Avenue with many similar type business as neighbors, this additional traffic volume and its associated noise levels will not be an added nuisance to the area. The lighting used for the exterior illumination of parking areas will be the positive cut off - shoe box type lighting fixture directed towards the interior of the site. There will not be allowed over spillage of the site lighting onto adjacent properties or public ways.



Note: Average rate was used in this calculation instead of the fitted curve equations because of the relatively small size of the 'X' unit in this development compared to the sample set used in the ITE manual.

**J. SPECIAL PROVISIONS:**

There no Deed Restrictions on this site.

There will be no interior floor drains in these buildings.

**K. DESCRIPTION OF ALL SOURCES:**

Genoa Township Zoning Ordinance  
Livingston County Drain Commissioner  
Livingston County Road Commission  
Livingston County Health Department  
United States Department of Agriculture Soils Conservation Service  
Garlock-Smith Professional Surveyors, survey of property.

## PLANNED UNIT DEVELOPMENT AGREEMENT

This Planned Unit Development Agreement is made on \_\_\_\_\_, 2008 by and between **JOHN S. SHERSTON**, whose address is c/o 213 E. Grand River, Howell, Michigan 48843 (the "Developer") and the **TOWNSHIP OF GENOA**, a Michigan municipal corporation, whose address is 2911 Dorr Road, Brighton, Michigan 48116 (the "Township").

### RECITALS:

A. Developer is the owner of certain real property located in the Township of Genoa, Livingston County, Michigan, which is more particularly described on Exhibit "A" attached hereto incorporated herein by reference (the "Property").

B. On \_\_\_\_\_, 2007, the Township Board at a properly noticed public hearing, and in accordance with the current Zoning Ordinance of the Township (the "Zoning Ordinance") rezoned the Property as a Re-development Planned Unit Development Zoning District (the "PUD").

C. At a properly noticed public hearing held on \_\_\_\_\_, 2007, the Planning Commission, having reviewed the Conceptual PUD Site Plan prepared by William Colley Architect dated \_\_\_\_\_, a copy of which is attached hereto as Exhibit "B" (the "PUD Plan" or the "Site Plan") and the Impact Statement prepared by William Colley Architect dated January 3, 2007, a copy of which is attached hereto as Exhibit "C" (the "Impact Assessment"), approved Developer's PUD Plan as Final in accordance with the applicable provisions of the Zoning Ordinance.

D. At a properly noticed public hearing held on \_\_\_\_\_, 2007, the Township Board, having reviewed the PUD Plan and the Impact Assessment, approved the Developer's PUD Plan as Final in accordance with the applicable provisions of the Zoning Ordinance.

E. The Township Planning Commission and Township Board, in strict compliance with the Zoning Ordinance and with Michigan Zoning Enabling Act (Act 110 of 2006), as amended, have reclassified the Property as a Re-development Planned Unit Development District, finding that such classification properly achieved the purpose of Article 10 of the Genoa Township Zoning Ordinance, as amended, including the encouragement of innovation in land use, the promotion of efficient provision of public services and utilities, and additional roadway improvements to mitigate traffic impact and the elimination of a existing blighted and non-conforming site. Further, the Township Planning Commission and Township Board find the Re-development Planned Unit Development District and the PUD Plan are consistent with the adopted Grand River Avenue Corridor Plan and Master Plan.

F. The Township has found and concluded that the uses and future development plans and conditions shown on the approved PUD Plan are reasonable and promote the public health, safety and welfare of the Township; are consistent with the plans and objectives of the Township and consistent with surrounding uses of land; and will allow the redevelopment of a nonconforming site with the use of creative design to address unique site constraints.

G. The Zoning Ordinance requires the execution of this Planned Unit Development Agreement, which Agreement shall be binding upon the Developer and Township.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Developer and the Township agree as follows:

## ARTICLE I

### General Terms of Agreement

1.1 The Township and Developer acknowledge and represent that the foregoing recitals are true and accurate and binding on the respective parties.

1.2 The Township acknowledges and represents that this Agreement may be relied upon for future land use and development of the Property by Developer's successors, assigns and transferees.

1.3 The PUD Plan is hereby approved, having been duly approved by the Township in accordance with all applicable Township ordinances, and depicts the land uses which will be permitted and which may be developed on the Property. All formal actions necessary or expedient to carry out this Agreement shall be taken by the parties without undue delay.

1.4 Except as specifically provided for in this Agreement, the final site plan will comply with applicable Zoning Ordinance requirements. Changes to the PUD Plan or this Agreement shall be processed as set forth in the Ordinance.

1.5 The PUD Plan which is approved hereby includes the final approval of all of the following:

- (i) The Property description provided in Exhibit "A" attached hereto;
- (ii) The PUD Plan attached as Exhibit "B" hereto;
- (iii) The Impact Assessment attached as Exhibit "C" hereto; and
- (iv) The Easement Agreement and legal description attached hereto as Exhibit "D".

1.6 The approval of the PUD Plan described herein, and the terms, provisions and conditions of this Agreement, are and shall be deemed to be of benefit to the land described

on Exhibit "A" and shall run with and bind such land, and shall bind and inure to the benefit of the successors, assigns and transferees of the parties hereto.

## ARTICLE II

### Land Use Authorization

2.1 The Planned Unit Development shall include a land use authorization for use as an Office/Retail facility and all ancillary uses related thereto.

2.2 Developer shall determine the timing and order of development. Site plan and other review requirements shall not be subject to any subsequent enactments or amendments of the Zoning Ordinance which are inconsistent with this Agreement, unless the Site Plan as set forth herein is materially altered at the request of Developer or its successors and assigns.

2.3 A minimum of twenty-five percent (25%) of the area of the Property shall be open space as that term is defined in the Zoning Ordinance. If possible, such open space shall be dispersed throughout the Property such that the overall site approved for development contains approximately twenty-five percent (25%) open space. Open space is defined as undisturbed areas of key natural features, detention ponds, landscaped areas, plazas and the like. Detention areas shall comprise not more than fifty percent (50%) of the required open space.

2.4 Nothing whatsoever provided in this Agreement shall be construed so as to prevent Developer from seeking major and/or minor changes to the PUD Plan in accordance with the applicable provisions of the Zoning Ordinance.

2.5 For purposes of set backs, it is agreed that the Property has one (1) front yard, one (1) side yard and one (1) rear yard. The set back from Grand River Avenue shall be a minimum of ten feet (10'). The side yard setbacks shall be zero feet (0') and the rear yard setback shall be thirty nine feet (39'). The parking lot setback from Grand River Avenue shall be a minimum of ten feet (10') and the rear and side yard parking lot setbacks shall be zero feet (0').

2.6 Any violation of the terms of this Agreement shall be a violation of the Zoning Ordinance. The remedies of Township for a violation shall be such remedies as are provided by and for a violation of the Zoning Ordinance. Nothing contained herein shall in any way diminish and rights Developer may have at law or in equity with respect to a breach of this Agreement by Township.

### ARTICLE III

#### Transportation Improvements

3.1 Access to and from the property shall be accomplished pursuant to the Plan and also through an Easement across the abutting property. The Easement Agreement is attached hereto and incorporated herein as Exhibit "E". The Easement Agreement has been reviewed and approved by the parties hereto. The Michigan Department of Transportation has also approved the location of the drive access where it intersects Grand River Avenue.

### ARTICLE IV

#### Drainage

4.1 The drainage system on the Property shall be designed to be coordinated throughout the Property and shall be subject to Township review and approval in accordance with section 13.08 of the township ordinance. Developer shall comply with all regulations established by and applicable to the development by the Livingston County Drain Commission and shall take financial responsibility for any stormwater overflows resulting from the development onto adjacent properties. #3

### ARTICLE V

#### Site Improvements

5.1 The site improvements shall be coordinated throughout the Property, with the objective of creating site improvements that are integrated and mutually supportive among the development, including the utilities and landscaping.

5.2 The architecture, building materials, colors and shapes of the building shall be in substantial conformity with the guidelines set forth in the Grand River Avenue Corridor Plan. It is the intention of the parties to promote and encourage a development that incorporates varying building lines, natural earth tone construction materials and other elements contemplated to upgrade the appearance of the development overall in the interest of making it aesthetically pleasing. Large walls shall include varying building lines, setbacks, color accents, windows or other elements to upgrade appearance. The building shall utilize quality architecture with variable building lines and architectural accents. Brick facades or brick face panels or other natural materials (i.e., brick, stone, decorative block, etc.) shall be used for the building faces.

5.3 The landscaping within the PUD shall demonstrate consistency in terms of design and materials. Generally, site lighting shall be a uniform type and color. Tree removal is authorized throughout the Property.



5.4 All signs shall be permitted as shown on the Site Plan or as otherwise authorized in the Zoning Ordinance. Any permitted sign shall have a base constructed of materials that coordinate with and are consistent with the architecture of the building.

5.5 Township reserves the future right to establish a plan to extend sidewalks throughout the township and to hold Developer responsible for any portion crossing Developer's lands. 2

## ARTICLE VI

### Utilities

6.1 Development shall be undertaken with underground electrical service to the buildings on the Property. Public utility lines in existing or future easements shall be permitted overhead so long as the building is serviced from underground.

6.2 All the property is located within the water special assessment district. The building must connect to the community water system and the developer shall pay the associated connection and use fees.

6.3 The building shall be connected to and served by public sanitary sewer and the Developer shall pay the associated connection and use fees. The Township represents that there has been reserved for Developer adequate municipal wastewater treatment capacity to service the approved use of the Property, and the adequacy of wastewater treatment capacity shall not limit the type of use or density of the development.

6.4 Neither floor drains nor water softener backwash drains shall be connected to the sanitary sewer system.

## ARTICLE VII

### Miscellaneous Provisions

7.1 The article headings contained in this Agreement have been inserted only as a matter of convenience and for reference and in no way shall be construed to define, limit, or describe the scope or intent of any provision of this Agreements.

7.2 This Agreement may not be amended or revoked at any time except by a written agreement executed by all of the parties to this Agreement.

7.3 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.4 Reference in this Agreement to activities by Developer in relation to development is intended to include Developer's successors, assigns and transferees, unless context dictates to the contrary.

7.5 The undersigned parties acknowledge that the conditions imposed upon the development of the Property are reasonable conditions necessary to ensure that public services and facilities affected by the proposed land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, to protect the natural environment and conserve natural resources and energy, to ensure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner. Further, it is acknowledged that the conditions meet all of the requirements of MSA 5.2963(16d)(2)(a), (b) and (c).

7.6 The signers of this Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals and the authority to bind each party to this Agreement according to its terms. Further, each of the parties represents that the execution of this Agreement has been duly authorized and is binding on such party.

7.7 Whenever the consent or approval of either of the parties hereto or their agencies, commission, departments, representatives or successors is required, such consent or approval shall not be unreasonably delayed, conditioned or withheld.

7.8 This Agreement shall bind the Developers/Owners of the real property, their successors and assigns.

7.9 This Agreement shall bind the parties and shall run with the land. The provisions of this instrument may be amended, but only with the consent of the Developers of the real property and the appropriate Genoa Township authority.

TOWNSHIP OF GENOA

\_\_\_\_\_  
by: Gary T. McCririe  
its: Supervisor

\_\_\_\_\_  
by: Paulette A. Skolarus  
its: Clerk

\_\_\_\_\_  
John S. Sherston  
Developer

STATE OF MICHIGAN)

COUNTY OF LIVINGSTON)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, personally appeared before me Gary T. McCririe, Supervisor and Paulette A. Skolarus, Clerk and duly authorized representatives of the Township of Genoa and known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
, Notary Public  
Livingston County, Michigan  
Acting in Livingston County, Michigan  
My Commission Expires:

STATE OF MICHIGAN)

COUNTY OF LIVINGSTON)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, personally appeared before me John S. Sherston known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
David T. Bittner, Notary Public  
Livingston County, Michigan  
Acting in Livingston County, Michigan  
My Commission Expires: 10/01/07

Drafted by and After Recording Return to:

BARLEY & BITTNER, P. C., David T. Bittner 213 E. Grand River, Howell, MI 48843

### Easement Agreement

THIS EASEMENT AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the Township of Genoa, (hereinafter Genoa) a Michigan Municipal Corporation, whose address is 2911 Dorr Road, Brighton, Michigan 48116, Oceola Township, (hereinafter Oceola) a Michigan Municipal Corporation, whose address is 1577 N. Latson Road, Howell, Michigan 48844-0406 and John S. Sherston, on behalf of an entity to be formed (hereinafter Developer) whose address is C/O 213 E. Grand River, Howell, Michigan 48843.

#### WITNESSETH:

WHEREAS, Genoa and Oceola own a certain parcel of land located in the Township of Genoa, County of Livingston, and State of Michigan ("Parcel A"), legally described as follows:

See attached description of Parcel "A"

and

WHEREAS, Developer owns a certain parcel of land ("Parcel B") abutting Parcel A, which is legally described as follows:

See attached description of Parcel "B"

AND WHEREAS, the parties wish to provide easement rights as necessary to enable them to share a common driveway;

AND WHEREAS, Parcel "B" is expected to be developed by Developer pursuant to a certain PUD Agreement of approximate even date herewith with Genoa affecting the parcel;

AND WHEREAS Developer desires to utilize Parcel "A" to provide ingress and egress to and from Parcel "B" and in exchange therefore, Developer will cause and pay for certain improvements, described below to be made on Parcel "A";

AND WHEREAS Genoa and Oceola are satisfied that the improvements to be made as described herein constitute proper and adequate consideration for the granting of this Easement in perpetuity;

NOW THEREFORE, it is agreed as follows:

1. Developer and his successors, assigns, employees, agents, tenants, invitees, contractors, guests and customers shall have the absolute right to use those improved portions of Parcel "A" as depicted on the survey attached hereto as Schedule "1" and legally described therein for ingress and egress to drive motorized vehicles upon, over and across to and from Parcel "B" in perpetuity.

2. Genoa and Oceola do hereby grant to Developer and his successors, assigns, employees, agents, tenants, invitees, contractors, guests and customers the right to use those improved portions of Parcel "A" as depicted on the survey attached hereto as Schedule "1" for ingress and egress to drive motorized vehicles upon, over and across to and from Parcel "B" in perpetuity.

3. The easement granted herein is not exclusive, but is subject to the equal right of Genoa and Oceola and that of their employees, contractors, tenants, invitees and guests of ingress and egress over and upon the same improved portions of Parcel "A" which right is hereby expressly reserved.

4. Developer shall be responsible for paying the costs and expenses incurred for the initial improvements to be made on Parcel "A" as described below and for the maintenance and repair of same in addition to the removal of snow and ice as is reasonably necessary, proper and appropriate for Developer's continuing use of the easement.

5. Any damage to the easement improvements caused by either party or their guests, contractors or invitees shall promptly be repaired by that party at his sole expense. If either party fails to promptly repair damage to the easement so caused by him or his guests, contractors or invitees, the other party may do so, and the cost of doing so shall be the sole responsibility of the party responsible for the damage.

6. Developer agrees to make or cause to be made, the hard surface asphalt improvements on Parcel "A" as depicted on the attached Schedule "1" and pursuant to the specifications contained therein or on the approved PUD plan. Said improvements shall be completed within a reasonable time and in a workmanlike manner in conjunction with the development of the improvements on Parcel "B".

7. Developer further agrees to use reasonable efforts to maintain the current depth and otherwise protect the existing utilities in the easement and repair any damage caused by Developer as a result of the improvements being made.

8. This Agreement shall bind the parties as well as their assigns and shall run with the land. The provisions of this instrument may be amended, but only with the consent of the owners

of the real property and the appropriate Genoa and Oceola Township authorities.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands on the day and year first above written.

TOWNSHIP OF GENOA

\_\_\_\_\_  
by: Gary T. McCririe  
its: Supervisor

\_\_\_\_\_  
by: Paulette A. Skolarus  
its: Clerk

OCEOLA TOWNSHIP

\_\_\_\_\_  
by: William Bamber  
its: Supervisor

\_\_\_\_\_  
by: Kathleen McLean  
its: Clerk

\_\_\_\_\_  
John S. Sherston  
Developer

STATE OF MICHIGAN)

COUNTY OF LIVINGSTON)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, personally appeared before me Gary T. McCririe, Supervisor and Paulette A. Skolarus, Clerk and duly authorized representatives of the Township of Genoa and known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
, Notary Public  
Livingston County, Michigan  
Acting in Livingston County, Michigan  
My Commission Expires:

STATE OF MICHIGAN)

COUNTY OF LIVINGSTON)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, personally appeared before me William Bamber, Supervisor and Kathleen McLean, Clerk and duly authorized representatives of Oceola Township known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
, Notary Public  
Livingston County, Michigan  
Acting in Livingston County, Michigan  
My Commission Expires:

STATE OF MICHIGAN)

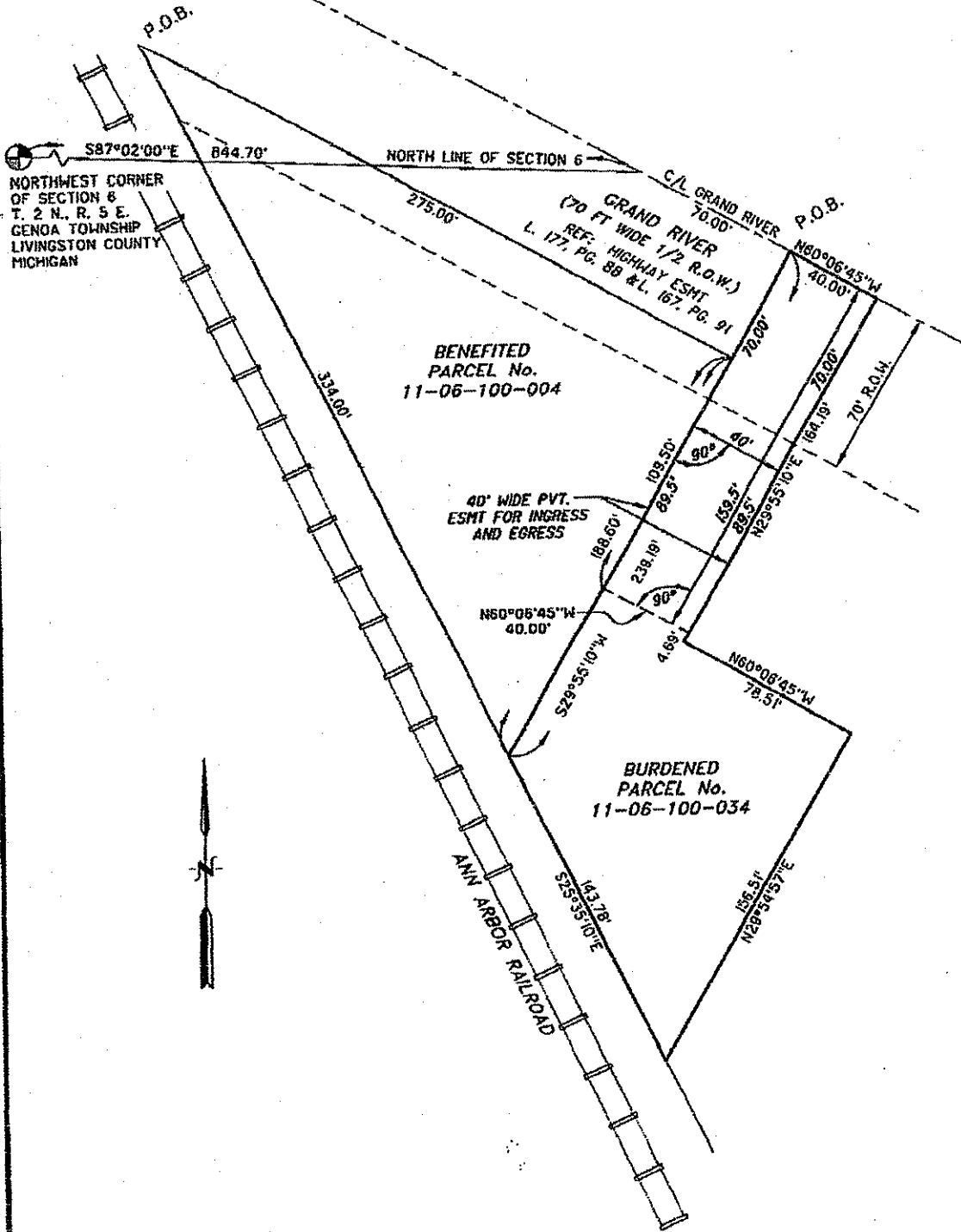
COUNTY OF LIVINGSTON)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, personally appeared before me John S. Sherston known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
David T. Bittner, Notary Public  
Livingston County, Michigan  
Acting in Livingston County, Michigan  
My Commission Expires: 10/01/07

Drafted by and After Recording Return to:  
BARLEY & BITTNER, P. C., David T. Bittner 213 E. Grand River, Howell, MI 48843

# SKETCH OF EASEMENT



CLIENT:  
**SHERSTON OFFICE BUILDING**

CIVIL ENGINEERS  
LAND SURVEYORS

PH (810) 227-9533  
FAX (810) 227-9480  
EMAIL: dosino@designinc.com  
2103 FLESS DRIVE  
BRIGHTON, MICHIGAN 48114

ALL DISTANCES SHOWN ARE IN FEET OR DECIMALS THEREOF.

**LEGEND**

- = SET 3/4" x 18" IRON PIPE
- = FOUND IRON
- = FOUND MONUMENT
- - - = FENCE LINE

SCALE: 1 INCH = 50 FEET

SECTION 06, TOWN 2 NORTH, RANGE 5 EAST  
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

JOB NO. 1-10-06-071223 DATE: 02/20/07 FB:  
DWG NO: 071223-SKETCH SHEET 1 OF 2

DRAWN: LMC CHECK: WMP



# SKETCH OF EASEMENT

## BENEFITED PARCEL

Parcel No. 11-06-100-004

Reference: Warranty Deed as recorded in Document No. 2006R-002051

Land is located in the Township of Genoa, County of Livingston, State of Michigan, and described as follows:

Commencing at a four inch gas pipe line where the Easterly line of the Right-of-Way of the Ann Arbor Railroad intersects with the South line of what is known as Grand River Road; thence Southeasterly on the Southerly line of Grand River Road 275.00 feet to a gas pipe; thence South 188.60 feet to a gas pipe on the Easterly Right-of-Way of the Ann Arbor Railroad; thence Northwesterly along the Easterly Right-of-Way of the Ann Arbor Railroad 334.00 feet to the Place of Beginning. Being in Section 6, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, excepting therefrom the existing highway as now surveyed over and across said land.

## BURDENED PARCEL

Parcel No. 11-06-100-034

Reference: Warranty Deed as recorded in Liber 1342, Page 447, Livingston County Records

Part of Section 6, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan; Commencing at the Northwest Corner of said Section 6; thence S 87°02' E 844.70 feet to the centerline of Grand River Avenue; thence S 60°06'45" E 70 feet along the centerline of Grand River Avenue to the POINT OF BEGINNING of property to be described; thence S 29°55'10" W 239.19 feet to the Easterly Right-of-Way of the Ann Arbor Railroad; thence S 25°35'10" E 143.78 feet along the Railroad Right-of-Way; thence N 29°54'47" E 156.51 feet; thence N 60°06'45" W 78.51 feet; thence N 29°55'10" E 164.19 feet to the centerline of Grand River Avenue; thence N 60°06'45" W 40.0 feet along said centerline of Grand River Avenue back to the Point of Beginning.

## 40 FOOT WIDE PRIVATE EASEMENT FOR INGRESS AND EGRESS

A 40 foot wide private easement for ingress and egress, said easement more particularly described as follows: Commencing at the Northwest Corner of Section 6, Town 2 North, Range 5 East Genoa Township, Livingston County, Michigan; thence S 87°02' E 844.70 feet to the centerline of Grand River Avenue as previous described; thence S 60°06'45" E 70.00 feet along said centerline of Grand River Avenue to the PLACE OF BEGINNING; thence continuing S 60°06'45" E 40.00 feet along said centerline; thence S 29°55'10" W 159.50 feet; thence N 60°06'45" W 40.00 feet; thence N 29°55'10" E 159.50 feet to the Place of Beginning. Being a part of the Northwest 1/4 of Section 6, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan.

CLIENT:  
SHERSTON OFFICE BUILDING

SCALE: 1 INCH = 50 FEET

SECTION 06, TOWN 2 NORTH, RANGE 5 EAST  
GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

JOB NO. 1-10-06-071223 | DATE: 02/20/07 | FB:

DWG NO: 071223-SKTQH | SHEET 2 OF 2

CIVIL ENGINEERS  
LAND SURVEYORS



PH (810) 227-8533  
FAX (810) 227-9480  
EMAIL: desina@desineinc.com  
2466 PINEGGS DRIVE  
BRIGHTON, MICHIGAN 48114

ALL DISTANCES SHOWN ARE IN  
FEET OR DECIMALS THEREOF.

### LEGEND

- = SET 3/4" x 18" IRON PIPE
- = FOUND IRON
- = FOUND MONUMENT
- X-X- = FENCE LINE

DRAWN: LMC | CHECK: WMP

*Twp. Board Correspondence*

**THE HEIKKINEN LAW FIRM, P.C.**

110 NORTH MICHIGAN AVENUE  
HOWELL, MICHIGAN 48843

ARTHUR HEIKKINEN  
RICHARD A. HEIKKINEN

(517) 546-1434  
FAX (517) 546-6775

December 27, 2007

*COPIES*

James R. Piggush  
Assistant Attorney General  
Environment, Natural Resources and Agriculture Division  
P.O. Box 30755  
Lansing, MI 48909

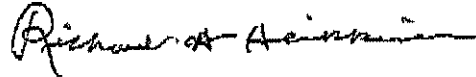
Re: Lake Chemung Outdoor Resorts, Inc.

Dear Mr. Piggush:

I previously wrote to you on behalf of my client Genoa Township. I am enclosing a copy of my letter as we would appreciate receiving correspondence from you concerning the issues raised. We believe that the situation is a legitimate concern of the residents living on Lake Chemung and they deserve to have their concerns remedied. There is no better time to start working on this problem.

Very truly yours,

THE HEIKKINEN LAW FIRM, P.C.



Richard A. Heikkinen

Enclosure

cc: Mike Archinal  
Genoa Charter Township Manager



December 20, 2007

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

Dear Ms. Skolarus:

Comcast is committed to offering the best value in home entertainment in our competitive marketplace, providing a wide variety of programming and an array of packages to accommodate customers' preferences.

Comcast offers customers unprecedented choice with bundled video, voice and high-speed Internet services that offer cost savings and the convenience of one provider. We've more than doubled the amount of viewing choices for customers who now have more High Definition TV and Video On Demand viewing options than ever in the history of cable television. Our customers now have access to hundreds of hours of High Definition On Demand programming and more than 10,000 Video On Demand titles each month, the vast majority of which are available for no additional charge to Digital Cable customers. We've also launched a low-cost, feature-rich digital phone service, and we have boosted Internet speeds four times over the last four years for no additional cost.

Comcast is working every day to improve the customer experience by hiring more call center and field service representatives, increasing appointment availability, and investing in new customer care technologies.

Due to increased investments we're making in technology, programming and customer care to bring our customers the best products and services, beginning February 1, 2008 we are adjusting the prices on our video products. Price adjustments reflect the increased cost and value of these services, and the ongoing investments in the Michigan market to provide advanced products and improve customer service. There are no increases for our high-speed Internet or Digital Voice services. This is the fifth consecutive year that we have not increased our high-speed Internet prices, we have never increased our Comcast Digital Voice (CDV) pricing, and our \$99 triple play offer remains unchanged. Consumers are also saving in Michigan from increased phone competition.

Enclosed please find a copy of the notification to our subscribers which will provide you with further detailed information regarding the scheduled price adjustment.

If you should have any questions or concerns regarding this matter, or any matter, please feel free to contact me at 734-254-1888.

Sincerely,

Frederick G. Eaton  
Government Affairs Manager  
Comcast, Midwest Region  
41112 Concept Drive  
Plymouth, MI 48170

**Ann Arbor City, Scio Twp., Pittsfield Twp., Ann Arbor Twp., Barton Hills Village, Webster Twp., College Park/Canton, Brighton City, Brighton Twp., Genoa Twp., Green Oak Twp., Howell City, Oceola Twp., Ypsilanti City, Ypsilanti Twp., Superior Twp., Van Buren Twp**

As part of our continuing effort to keep you informed about your Comcast Cable Services, we are writing to notify you of some upcoming price changes. Effective February 2008, the following price changes will occur: Limited Basic \$12.00 to \$14.99; Standard Basic \$35.99 to \$35.50; Preferred Basic \$50.99 to \$53.49; Digital Services: Classic \$11.95 to \$14.95; Preferred \$15.95 to \$16.95; Digital Packages: Starter \$52.98 to \$55.48; Preferred \$66.94 to \$70.44; Preferred with 1 premium \$80.99 to \$85.99; Preferred with 2 premiums \$91.99 to \$96.99; Premier (no SEP) \$102.99 to \$108.99; Premier (incl. SEP) \$102.99 to \$116.98; On Demand Digital Packages: Classic \$62.94 to \$68.44; Silver \$76.99 to \$83.99; Gold \$87.99 to \$94.99; Platinum \$98.99 to \$106.99; Sports Entertainment Package (SEP) \$4.95 to \$7.99; Digital Video Recorder \$11.95 to \$13.95; Whole-House Wire Maintenance will no longer be a part of our digital packages and will only be sold as an ala carte service. Please call Comcast at the number on your invoice if you have any questions.

Also effective February, 2008, the Digital Additional Outlet price will change from \$5.95 to \$6.95. Please call Comcast at the number on your invoice if you have any questions.