

**GENOA CHARTER TOWNSHIP BOARD**

**Regular Meeting**

**March 3<sup>rd</sup>, 2008**

**6:30 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: 2-18-08
3. Request for approval to enter into a contract with for Springbrook Software for Online Payment Services.
4. Request for approval of contract renewal for Severn Trent Services.
5. Request to set a hearing for March 17<sup>th</sup>, 2008 at 6:30 p.m. to determine a structure located at 779 S. Hacker as unsafe.

**Approval of Regular Agenda:**

6. Continuing discussion of the General Fund Budgets for fiscal year 2008/2009.
7. Request for approval of an amendment to the budget for fiscal year 2007/2008 as recommended by Ken Palka. (please review information from previous packet)
8. Request for approval of a special use application, impact assessment, and site plan for a proposed drive-thru pharmacy for the existing Meijer's located at 3883 E. Grand River Howell, petitioned by Meijer Inc.

Correspondence

Member Discussion

Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: March 3, 2008

TOWNSHIP GENERAL EXPENSES; Thru March 3, 2008	\$913,210.15
February 22, 2008 Bi-Weekly Payroll	\$33,459.40
March 3, 2008 Monthly Bi-Weekly	\$10,845.50
OPERATING EXPENSES; Thru March 3, 2008	\$34,936.07
TOTAL:	<u>\$ 992,451.12</u>

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
23791	US POSTA	US Postal Service	02/14/2008	274.98
23792	Administ	Total Administrative Services	02/22/2008	357.67
23793	Equitabl	Equivest Unit Annuity Lock Box	02/22/2008	620.00
23794	SOM-TRE	State Of Mich- Dept Of Treasur	02/22/2008	2,836.46
23795	Administ	Total Administrative Services	03/03/2008	100.00
23796	Equitabl	Equivest Unit Annuity Lock Box	03/03/2008	20.00
23797	USTREASU	United States Treasury	03/03/2008	244.14
23798	ATT& IL	AT&T	02/20/2008	743.85
23799	VERIZONW	Verizon Wireless	02/20/2008	172.41
23800	ADT	ADT Security Services, Inc.	03/03/2008	220.05
23801	AMER IMA	American Imaging, Inc.	03/03/2008	180.00
23802	AMERICAG	American Garage Door	03/03/2008	5,120.00
23803	ARCHINAL	Michael Archinal	03/03/2008	1,155.14
23804	AT&TLONG	AT&T Long Distance	03/03/2008	41.20
23805	BUS IMAG	Business Imaging Group	03/03/2008	9.25
23806	COMCAST	COMCAST	03/03/2008	94.03
23807	CustomEl	Custom Electric Service Co.	03/03/2008	718.50
23808	DTE LAKE	DTE Energy	03/03/2008	173.86
23809	DYKGOS	Dykema Gossett PLLC	03/03/2008	10,297.40
23810	FASTENAL	Fastenal	03/03/2008	77.02
23811	FED EXPR	Federal Express Corp	03/03/2008	33.28
23812	FONSON	Fonson, Inc.	03/03/2008	3,192.00
23813	GENOA FI	Genoa Twp Fire Dev. #262	03/03/2008	600,000.00
23814	GENOA TW	Genoa Township	03/03/2008	200,000.00
23815	HEIKKINE	Heikkinen Law Firm	03/03/2008	2,000.00
23816	HWL PARK	Howell Parks And Recreation	03/03/2008	57,980.00
23817	LC TREAS	Livingston Cty Treasurer Assoc	03/03/2008	10.00
23818	LOWES	Lowe's	03/03/2008	1,816.74
23819	MAA	Michigan Assessors Association	03/03/2008	150.00
23820	MASTER M	Master Media Supply	03/03/2008	946.56
23821	MCDONALD	McDonald Modular Solutions	03/03/2008	375.00
23822	MPA	Lawrence R. Heslip	03/03/2008	7,443.00
23823	Net serv	Network Services Group, L.L.C.	03/03/2008	45.00
23824	PETTYCAS	Petty Cash	03/03/2008	81.60
23825	PettyCaU	Petty Cash-Utilities	03/03/2008	48.87
23826	SHELL	Shell	03/03/2008	486.61
23827	TERZO	Terzo & Bologna Inc.	03/03/2008	9,123.50
23828	TRI COUN	Tri County Cleaning Supply Inc	03/03/2008	97.65
23829	TTMPS	Tetra Tech MPS	03/03/2008	2,270.00
23830	Unum	Unum Provident	03/03/2008	1,985.89
23831	USA BLUE	USA Bluebook	03/03/2008	343.59
23832	VERIZONW	Verizon Wireless	03/03/2008	402.49
23833	WAL MART	Wal Mart Stores	03/03/2008	191.45
23834	Waste M	Waste Management of Michigan	03/03/2008	415.00
23835	WYLIE	Wylie Soft Water	03/03/2008	315.96

**Report Total:**

**913,210.15**

**First National  
Direct Deposit  
February 22, 2008  
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$955.59
Amy Ruthig		\$955.08
Angela Williams		\$899.74
Barb Kries		\$917.77
Carol Hanus		\$1,176.68
Dave Estrada		\$949.56
Deborah Rojewski		\$2,170.87
<b>Genoa Township</b>	<b>\$21,192.11</b>	
Greg Tatara		\$2,199.48
H.J. Mortensen		\$83.11
Judith Smith		\$1,033.44
Karen J. Saari		\$859.05
Kelly VanMarter		\$2,008.83
Laura Mroczka		\$1,219.09
Mary Krencicki		\$673.45
Michael Archinal		\$2,386.41
Renee Gray		\$857.05
Robin Hunt		\$1,186.73
Susan Sitner		\$0.00
Tammy Lindberg		\$660.18
<b>Total Deposit</b>		<b>\$21,192.11</b>

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

Accounts Payable  
Computer Check Register



User: angie

Printed: 02/18/2008 - 10:01

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
23792	Administ	Total Administrative Services	02/22/2008		357.67
			Check 23792 Total:		357.67
9471	AETNA LI	Aetna Life Insurance & Annuity	02/22/2008		25.00
			Check 9471 Total:		25.00
9472	EFT-FED	EFT- Federal Payroll Tax	02/22/2008		3,395.20 1,810.72 1,810.72 423.49 423.49
			Check 9472 Total:		7,863.62
9473	EFT-PENS	EFT- Payroll Pens Ln Pyts	02/22/2008		564.54
			Check 9473 Total:		564.54
23793	Equitabl	Equivest Unit Annuity Lock Box	02/22/2008		620.00
			Check 23793 Total:		620.00
9474	FIRST NA	First National Bank	02/22/2008		275.00 2,125.00 18,792.11

Check 9474 Total:

21,192.11

23794

SOM-TRE State Of Mich- Dept Of Treasur 02/22/2008

2,836.46

Check 23794 Total:

2,836.46

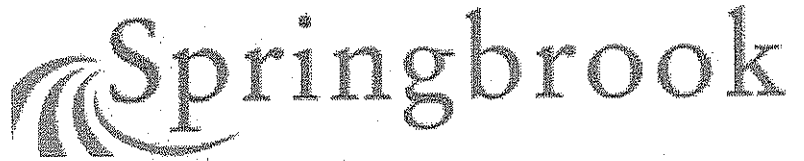
Report Total:

33,459.40

First National  
Direct Deposit  
March 3, 2008  
Monthly Payroll

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
<b>Genoa Township</b>	<b>\$6,377.91</b>	
Adam Van Tassel		\$508.55
Gary McCririe		\$1,728.27
H.J. Mortensen		\$166.23
Jean Ledford		\$605.54
Paulette Skolarus		\$2,723.03
Steve Wildman		\$316.80
Todd Smith		\$329.49
<b>Total Deposit</b>		<b>\$6,377.91</b>

Accounts Payable  
Computer Check Register



User: angie

Printed: 02/19/2008 - 14:40

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
23795	Administ	Total Administrative Services	03/03/2008		100.00
			Check 23795 Total:		100.00
9475	AETNA LI	Aetna Life Insurance & Annuity	03/03/2008		250.00
			Check 9475 Total:		250.00
9476	EFT-FED	EFT- Federal Payroll Tax	03/03/2008		1,964.06 646.04 646.04 151.10 151.10
			Check 9476 Total:		3,558.34
9477	EFT-PENS	EFT- Payroll Pens Ln Pyts	03/03/2008		295.11
			Check 9477 Total:		295.11
23796	Equitabl	Equivest Unit Annuity Lock Box	03/03/2008		20.00
			Check 23796 Total:		20.00
9478	FIRST NA	First National Bank	03/03/2008		6,327.91 50.00



Check 9478 Total: 6,377.91

23797

USTREASU United States Treasury

03/03/2008

244.14

Check 23797 Total: 244.14

Report Total: 10,845.50

11:03 AM  
02/26/08

**#592 OAK POINTE WATER/SEWER FUND**  
**Payment of Bills**  
February 13 - 29, 2008

Type	Date	Num	Name	Memo	Amount
Check	02/20/2008	934	AT & T	01/08/2008-02/07/2008	-304.84
Check	02/20/2008	935	BRIGHTON ANALYTICAL LLC	Lab Costs	-246.00
Check	02/20/2008	936	DTE ENERGY	12/28/07-01/31/2008	-296.35
Check	02/20/2008	937	GENOA TWP -ADMINISTRATIVE FEES	11/01/07-01/31/2008 Utility Billing	-10,103.54
Check	02/20/2008	938	MICHIGAN CAT	repair OP-WWTP	-458.00
Check	02/20/2008	939	MPA TRUCKING	01/16/2008-01/31/2008	-521.00
Check	02/20/2008	940	Pfeffer, Hannford & Palka	10/27/2007-01/31/2008	-2,200.00
Check	02/20/2008	941	TETRA TECH, INC.	#200-12736-08011 OP	-2,500.00
Check	02/20/2008	942	VELOCITY PUMPS	pump rebuilds	-1,725.00
Check	02/26/2008	943	AT & T	01/14/2008-02/13/2008	-73.06
Check	02/26/2008	944	BRIGHTON ANALYTICAL LLC	lab costs	-332.00
Check	02/26/2008	945	FONSON, INC.	remove sludge	-863.50
Check	02/26/2008	946	GRAINGER	supplies	-51.94
Check	02/26/2008	947	MPA TRUCKING	snow plowing & salting	-956.00
Check	02/26/2008	948	SEVERN TRENT ENVIRONMENTAL SERVICES,	purchases	-3.42
Check	02/26/2008	949	USA Bluebook	supplies	-141.75
Check	02/26/2008	950	VOID	VOID:	0.00
Check	02/26/2008	951	BRIGHTON ANALYTICAL LLC	lab costs	-52.00
Check	02/26/2008	952	USA Bluebook	supplies	-533.72

**TOTAL** -21,362.12

Oak Pointe \$21,362.12  
Oak Pointe-Capital Improvement \$5,175.00  
Lake Edgewood \$8,398.95  
Pine Creek \$0.00

**GRAND TOTAL** \$34,936.07

11:04 AM  
02/26/08

**#592 OAK POINTE WATER/SEWER FUND**  
**Capital Improvement**

**Payment of Bills**

February 12 - 29, 2008

Type	Date	Num	Name	Memo	Split	Amount
Check	02/20/2008	1008	UIS PROGRAMMABLE SERVICES	OP-WWTP Install Flowmeters	616 - CAPITAL PROJECTS	-5,175.00

**TOTAL** -5,175.00

11:08 AM  
02/26/08

#593 LAKE EDGEWOOD W/S FUND  
Payment of Bills  
February 13 - 29, 2008

Type	Date	Num	Name	Memo	Amount
Check	02/20/2008	1259	AT&T	01/08/08-02/07/2008	-164.75
Check	02/20/2008	1260	GRUNDY ACE OF HOWELL	supplies	-10.47
Check	02/20/2008	1261	Brighton Analytical L.L.C.	lab costs	-67.00
Check	02/20/2008	1262	DTE Energy	Electric Service 12/28/2007-01/31/2008	-3,401.25
Check	02/20/2008	1263	Pfeffer, Hamford & Palka	auditing-10/27/2007-01/31/2008	-1,450.00
Check	02/20/2008	1264	Tetra Tech MPS	Professional Services	-2,300.00
Check	02/20/2008	1265	WASTE MANAGEMENT OF MICHIGAN	LE- WWTP	-50.00
Check	02/26/2008	1266	AT&T	01/14/2008-02/13/2008	-39.08
Check	02/26/2008	1267	Brighton Analytical L.L.C.	lab costs	-67.00
Check	02/26/2008	1268	MPA TRUCKING & SNOW PLOWING	snow plowing & salting	-372.00
Check	02/26/2008	1269	JIM WONG	sewer backup-reimbursement	-477.40
TOTAL					<u><u>-8,398.95</u></u>

11:05 AM  
02/26/08

#595 PINE CREEK W/S FUND  
Payment of Bills  
February 12 - 29, 2008

Type Date Num Name Memo Account Split Amount  
No Checks Issued

**GENOA CHARTER TOWNSHIP BOARD**

**Regular Meeting  
February 18<sup>th</sup>, 2008  
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, Robin Hunt, Todd Smith, Jean Ledford and Steve Wildman. Also present were Township Manager Michael Archinal, Township Auditor Ken Palka and three persons in the audience.

A Call to the Public was made with no response.

**Approval of Consent Agenda:**

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

**1. Payment of bills**

**2. Approval of Minutes: 2-4-08**

**3. Request for approval to remove special assessments from the 2007 Winter Tax Bill, parcel # 11-06-200-086, as submitted by Treasurer Robin Hunt.**

**4. Consider modification to the hourly employee payscale as recommended by the Administrative Committee.**

**Approval of Regular Agenda:**

Moved by Hunt, supported by Smith, to approve the regular agenda with the addition of a request for approval of a budget for Howell Parks and Recreation as recommended by Smith. The motion carried unanimously.

**5. Presentation by Ken Palka of Pheiffer, Hanniford and Palka, of the 08/09 FY budget.**

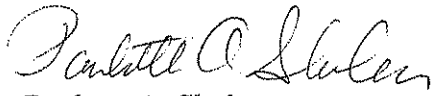
Palka presented budget amendments and projected revenue and expenditure for the fiscal year 2008/09. No formal action was taken by the board.

**6. Request for approval of a budget for Howell Parks and Recreation as recommended by Smith.**

Moved by Hunt, supported by Wildman, to approve the budget for Howell Parks and Recreation as submitted. The motion carried unanimously.

GENOA CHARTER TOWNSHIP BOARD – February 18, 2008

The regular meeting of the Genoa Charter Township Board was adjourned at 6:42.


A handwritten signature in cursive script, appearing to read "Paulette A. Skolarus".

Paulette A. Skolarus  
Genoa Charter Township Clerk

(press/argus02/29/08)

## MEMORANDUM

TO: Township Board

FROM: Michael Archinal; Manager 

DATE: 2/29/08

RE: Online Payment Contract

Attached you will find a contract with Springbrook Software for a software subscription and related training. The purpose of this contract is to allow our water and sewer customers to pay bills online. This has been a Utility Department goal for some time as we have received an increasing numbers of requests for such a service from our customers. The contract has been reviewed by the Township Attorney. The contract requires an initial investment of \$10,800 and an ongoing annual maintenance cost of \$1,440. Please consider the following action:

**Moved by \_\_\_\_\_, supported by \_\_\_\_\_, to approve a contract with Springbrook Software for Online Payments Service with an initial cost of \$10,800 and annual maintenance fees of \$1,440.**



**SPRINGBROOK SOFTWARE SUBSCRIPTION AGREEMENT**  
*Online Payments Service UBPayments.com*

**PARTIES:**

**SPRINGBROOK SOFTWARE:**

Springbrook Software, Inc., an Oregon corporation  
111 SW Fifth Avenue, Suite 2900  
Portland, OR 97204  
Phone: 503.820.2200  
Fax: 503.820.4500  
Email: [sales@sprbrk.com](mailto:sales@sprbrk.com)

**CLIENT:**

**GENOA TOWNSHIP**  
**ATTN: GREG TATARA**  
**Genoa Charter Township**  
**2911 Dorr Road**  
**Brighton, MI 48116**

**EFFECTIVE DATE:** \_\_\_\_\_

**AGREEMENT:**

1. **The Service.** The Service provided by Springbrook Software to Client pursuant to this Agreement shall consist of the Utility Billing Payments service, and shall include any additional online payments services listed on Attachment A (collectively the "Service"). The Service includes:

- a. **Online Payments.** The Service will allow citizens, consumers, and others designated by Client (collectively the "Citizens") to make credit card payments to Client, to check account balances and activity, and to request service, all via a website or webpage hosted and maintained by Springbrook, accessible by hotlink from Client's own website. Client shall contract with Wells Fargo Bank or a bank of Client's choosing to provide Internet Merchant Banking services (specifically, to maintain an Internet Merchant Account with said bank), and with PayPal Payment Services to process online payments. Springbrook shall post to Citizen's accounts or make available to Client a record of payments made through the Service. For purposes of the credit card transactions, Client shall act as merchant, and



Client shall be solely responsible for maintaining its merchant relationship with Wells Fargo Bank or other bank and PayPal Payment Services, and for all payments related to that merchant relationship.

- b. **Data Transmission.** On a daily basis, excluding Saturdays, Sundays and legal holidays, Springbrook shall access Client's account data and Client shall transmit the requested data (as defined by data parameters to be determined by the parties) to Springbrook. Springbrook shall host that data on Springbrook's servers as necessary or advisable for operation of the Service. At the end of the business day, Springbrook shall transmit to Client data reflecting the day's activity, showing all online transactions. Springbrook shall promptly inform Client if material problems occur while accessing Client's account data or during the transfer of data.
  - c. **Software.** Operation of the Service requires installation and maintenance of proprietary Springbrook software on servers maintained by Client on Client's premises. As used in this Agreement, the Software is limited to the most current released version of the Springbrook Software UBpayments.com application, and includes any updates to the Software as made available by Springbrook. The Software does not include new software applications, or substantially new versions of any software application. Client agrees that Springbrook may designate any software application released by Springbrook after the Effective Date as a new version or a new application, and that an additional fee may be required for any such new version or application.
  - d. **Rights of Access and Use.** Springbrook grants Client a terminable, non-exclusive and non-transferable right to access and use the Service solely for Client's internal business needs (including access by Citizens via password protected accounts), subject to the terms and conditions herein.
2. **Service Fees.** Service Fees paid by Client are in consideration of the rights of access and use granted in Section 1, and the Support and Maintenance referenced in Section 4. Service Fees shall be payable on an annual basis in the amounts set forth in Attachment A, as invoiced by Springbrook. The Service Fees do not include Set-Up, Training, or any other services or goods not expressly described in this Agreement. Except as otherwise expressly stated herein, all fees paid hereunder are nonrefundable and will be forfeited in the event of cancellation or termination. Springbrook reserves the right to change the Service Fees, effective at the commencement of a Renewal Term (as defined in section 9), upon 60 days' prior written notice to Client.



3. **Set-Up, Training.** Set-Up and Training services shall be charged on a per bid basis as set forth in Attachment A, and are in addition to the Service Fees. Unless otherwise expressly indicated, any fees determined on a bid basis set forth in Attachment A do not include on-site support, file and data conversion, consulting services, shipping charges, or the costs of any recommended hardware. Any such services not subject to bid require Client's signature on a Springbrook work order prior to performance.
4. **Support and Maintenance.** Service Support and Maintenance shall be provided pursuant to the terms set forth in Attachment B.
5. **Client Responsibilities.** Client acknowledges that operation of the Service requires Client's effort and cooperation, and that in addition to its other obligations under this Agreement, Client assumes the following responsibilities.
  - a. **Set-Up, Training.** Client shall use its best efforts to facilitate and participate in Service Set-Up, and afford Springbrook reasonable access to information, equipment and facilities as requested by Springbrook. Client shall require all of Client's personnel who use the Service to complete any training prescribed by Springbrook.
  - b. **Equipment Maintenance.** Client shall maintain hardware and software, including non-Springbrook hardware or software, at Client's site as recommended by Springbrook for operation and use of the Service. Client, at its expense, shall also maintain its own website, which shall feature a hotlink icon by which Citizens can access the Service website or webpage hosted by Springbrook. Springbrook may, at its discretion, provide a standard web page that appears to belong to Client but is actually housed on Springbrook's website.
  - c. **Account Access, Creation and Termination.** Client shall exercise control over account access, creation and termination, and shall be solely responsible for assigning account passwords, creating or terminating accounts, allowing Citizens to open accounts, and for controlling account and password security. The Service shall restrict access to each Citizen account to users who enter the assigned account password, but otherwise Springbrook shall not be responsible or liable for controlling access to or misuse of accounts.
  - d. **Monitor and Store Data.** Client shall verify account data accuracy on a regular basis, and assumes sole responsibility for maintaining data backup systems. Client shall immediately inform Springbrook of any account data inconsistency, errors or corruption.

- e. **Release of Client or Citizen Records.** Client shall assume responsibility for responding to and determining the validity of any requests or demands, whether from a court, a regulatory or other governmental agency, or the public, for the release of any Client or Citizen records or data in Springbrook's control or possession. Springbrook shall not release any such records or data to any party without written authorization by Client, unless compelled to do so by a court or agency of competent jurisdiction, or unless necessary to defend a claim against Springbrook. Springbrook shall inform Client of any such compelled or required disclosure prior to disclosure, but such disclosure shall not be subject to Client's prior approval.
  - f. **Citizen Support.** Client assumes sole responsibility for providing all support services to Citizens, and shall be the sole contact for all support requests from Citizens. Client shall not refer any Citizen to Springbrook directly for support requests, but may communicate such requests to Springbrook together with contact information for the requesting Citizen. Springbrook may, in its discretion, respond directly to the Citizen or provide a response to Client, and may deem any such response support not covered by regular Maintenance and Support to be billed as an additional fee to Client at Springbrook's hourly rates.
  - g. **Credit Card Charge-backs.** Client assumes liability for, and indemnifies Springbrook against, any claims or charges by any bank or credit card company for charge-backs related to any Citizen payment via the Service, and any claims or charges by any bank or credit card company for online payment processing fees related to online payments to Client.
6. **Service Accessibility Standards.** Springbrook shall make all reasonable best efforts consistent with currently accepted technology and business methods to ensure that the Service is available for uninterrupted access at all times, other than during those periods when Springbrook is required to interrupt access for regular or emergency computer and communications system maintenance, service or upgrades.
7. **Indemnification.**
- a. **By Client.** In addition to indemnification pursuant to Section 5.g., Client shall indemnify and hold Springbrook harmless from and against any claims, demands, causes of action, debt or liability, including reasonable attorneys' fees (the "Claims"), to the extent that the Claims are based upon: 1) a claim relating to the protection or disclosure of, or any request or demand to view, any account or payment records, data or information (other than disclosures caused solely by Springbrook acting other than upon Client's instructions,

including without limitation instructions regarding applicable laws or regulations); 2) a claim relating to compliance with any laws or regulations requiring disclosures to any Citizen; and 3) acts of Client or any Citizens using the Service in breach of law or regulation, or contrary to any term of this Agreement.

- b. **By Springbrook.** Springbrook shall indemnify and hold Client harmless from and against any claims, demands, causes of action, debt or liability, including reasonable attorneys' fees (the "Claims"), to the extent that the Claims are based upon a claim that any of the website content provided solely by Springbrook infringes or violates any intellectual property rights of any third party.
8. **Confidentiality and Ownership.** Each party shall instruct its employees, agents, and contractors of its confidentiality obligations hereunder and not to attempt to circumvent any such security procedures and devices.

  - a. **Client Data.** Client shall remain the sole and exclusive owner of all Client data (as defined herein). All such, Client data shall be subject to regulation and examination by the appropriate auditors and regulatory agencies to the same extent as if such information were on Client's premises. "Client Data" means any and all data and information of any kind or nature submitted to Springbrook by Client, or received by Springbrook on behalf of Client, in connection with the Service, other than publicly available information.
  - b. **Springbrook Systems, Service and Confidential Information.** Client acknowledges that it has no rights in the Service, including without limitation any software, systems, artwork, methods, documentation, guidelines, procedures and similar related materials or any modifications thereof provided by Springbrook, and including material displayed on any Service website such as icons, screen displays, and the assembly and arrangement thereof, except with respect to and as limited by Client's access and use of the same during the term of this Agreement.
9. **Term; Default; Renewal.** This Agreement is effective as of the Effective Date and shall continue for twelve (12) months thereafter (the "Initial Term"). Either party may terminate this Agreement upon delivering notice of termination for any material breach of this Agreement by the other, provided such notice (1) sets forth the grounds for termination, and (2) gives the breaching party thirty (30) days to cure the breach. Notwithstanding that a party gives notice of termination, such termination shall not be effective if the breach is cured prior to expiration of the thirty (30) day notice period, and the terminating party is notified of the cure within the notice period. Effective upon the expiration of the Initial Term, and the expiration of each Renewal Term (as defined herein)

thereafter, this Agreement shall be automatically renewed for successive Terms of 12 months each (each such successive term a "Renewal Term"), unless contrary notice is given by either party at least sixty (60) days prior to the expiration of the initial term.

**10. Limited Warranty and Exclusions.** SPRINGBROOK WARRANTS THAT IT HAS TITLE TO THE INTELLECTUAL PROPERTY USED IN THE SERVICE AND THAT IT HAS AUTHORITY TO GRANT THE RIGHT OF ACCESS AND USE HEREIN TO CLIENT. SPRINGBROOK ALSO WARRANTS THAT, DURING THE TERM OF THIS AGREEMENT, THE SOFTWARE WILL FUNCTION IN CONFORMITY WITH THE DESCRIPTION AND SPECIFICATIONS CONTAINED IN THIS AGREEMENT AND THE ATTACHMENTS HERETO, AND THAT ALL SERVICES RENDERED HEREUNDER SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. SPRINGBROOK MAKES NO WARRANTY REGARDING THE USABILITY OR CONVERTABILITY OF ANY OF CLIENT'S PRE-EXISTING DATA. CLIENT AGREES THAT THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF SPRINGBROOK AND SPRINGBROOK DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THAT THE OPERATION OF THE SERVICE WILL BE FREE FROM ERRORS OR INTERRUPTION, OR THAT THE CLIENT DATA WILL BE FREE FROM CORRUPTION OR LOSS.

**11. Limitation of Remedies and Liability; Exclusion of Consequential Damages.**

The cumulative liability of Springbrook to Client for all claims relating to the Software and any services rendered hereunder, in contract, tort, or otherwise, shall not exceed the total amount of the Service Fees (as defined in Section 2) paid to Springbrook during the six (6) months immediately preceding the date Client informs Springbrook of the claim. Springbrook's liability for breach of warranty exists only during the warranty period set forth in Section 10. In no event shall Springbrook be liable for any consequential, indirect, special or incidental damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss), whether arising out of contract, tort, warranty or otherwise. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies, and applies to claims pursuant to the limited warranty created under this Agreement.

**12. Taxes.** In addition to the Service Fees and other fees payable hereunder, Client shall be liable for any federal, state, county, local or other governmental taxes,

duties and excise taxes, now or hereafter applied on the use of the Service including sales tax, use tax, value added tax or similar tax.

13. **Force Majeure.** Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of the Service resulting directly or indirectly from acts of God, or any causes beyond the reasonable control of such party, including without limitation interruption of power or communications facilities, or failure of data storage hardware or software, that is not in the party's exclusive control.
14. **Relationship of Parties.** Springbrook and Client are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other. This Agreement shall not be construed as authority for either party to act as the other party's agent, or as creating a partnership or joint venture between the parties.
15. **Assignment.** This Agreement is not assignable by Client without Springbrook's prior written consent. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors. Any assignment in breach of this section 15 shall be void.
16. **No Waiver.** No waiver by either party of any breach of any provisions hereof shall be effective or enforceable unless made in writing signed by the party.
17. **Governing Law; Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Michigan as it applies to a contract made and performed in Oregon, regardless of the place of execution or performance. Any action brought by either party hereunder may only be brought in the Federal District Court in Oregon, or any state court in Oregon.
18. **Entire Agreement; Modifications; Representations.** This Agreement is the complete and exclusive statement of the agreement between Springbrook and Client and supersedes all prior and contemporaneous negotiations, discussions, proposals and understandings, oral, written or implied, including those involving any agent of either party, relating to the subject matter herein. No representations or statements made by either party or either party's agents not expressly stated herein are binding on either party. The terms of this Agreement may only be modified or expanded by a written agreement executed by the parties. Client represents and warrants that it has conducted its own due diligence investigation of all facts material to this transaction, that it possesses all information and expertise and capacity necessary to conduct such investigation, and that it possesses sufficient expertise and capacity to use the Service for its intended purpose.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in duplicate by its duly authorized officer or representative.

SPRINGBROOK

CLIENT

By:

By:

Name: Char Baumgardner

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

Title: Contract Administrator

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

Signature: Char Baumgardner

Signature: \_\_\_\_\_

Date: 2/13, 2008

Date: \_\_\_\_\_, 2008

**ATTACHMENT A  
to Subscription Agreement**

This Attachment A lists the amount charged for the products and services provided to CLIENT under this Agreement, and the current cost for other services. By signing the Attachment, Client is agreeing to the schedule of fees for the duration of the Agreement.

## Investment Pricing Proposal for Genoa Township

Application/Products	Application License Fees	Training & Consulting	Implementation Management
Hosted Web UB Payments & Inquiry	\$7,200	\$1,200	\$2,400
Document Attachment & Cataloging	Included		
Integrated Report Archival	Included		
<b>Total</b>	\$7,200	\$1,200	\$2,400
<b>Total Other</b>	\$0		
<b>Total Estimated Project Costs</b>	\$10,800		

**\*Total Concurrent Users = 6**

**Prices valid for 90 days**

**Pricing is based on standard contract - deviation from standard contract terms may result in modified prices.**

**Training Estimates are based on a train the trainer concept and do not include travel time or expenses.**

**Monthly Rental and Leasing Options are available**

## Annual Maintenance Costs for Genoa Township

Application/Products	1st Year Maintenance
Web Based UB Payments & Inquiry	\$1,440
<b>Total Springbrook</b>	\$1,440
<b>Total Other</b>	\$0
<b>Total 1st Year Maintenance Costs</b>	\$1,440

**Total Concurrent Users = 6**

**Prices valid for 90 days**

**\* Maintenance is generally prorated to align with your fiscal year. Progress Maintenance Fees are due at contract signing.**

**\* includes 90 day warranty**



**SERVICE FEES:**

**Initial Fee** shall be \$7,200 for the Service and shall be due at contract signing. An additional fee of \$3,600 shall also be charged for Set-Up and Training on this Service. These shall be one-time fees and are due and payable at completion and acceptance of services.

**Annual Service Fees** shall be based on 20% of the Service fee as set forth herein below. These fees shall cover Client Maintenance and Support as described in Attachment B. The Annual Service Fee for the first year will be \$1,440 and will be due upon installation of the UBpayments.com application on a pro-rata basis through the end of Client's existing fiscal or calendar budget year. The **Annual Service Fee** may be reviewed and adjusted by Springbrook every twelve (12) months to account for significant increases or decreases in the number of active utility billing accounts which Client maintains and/or CPI/COLA increases.

**Customization and Modification Fees** shall be calculated based on Springbrook's standard hourly service rates, and shall not be assessed until Springbrook has received a signed Springbrook work order from Client for such services.

**ATTACHMENT B**  
**to Subscription Agreement**

**A. Support and Maintenance.** Springbrook shall provide support and maintenance related to the Software on the following terms and conditions:

**A.1. Definitions.**

**A.1.1. “Enhancement”** means any modification or addition that, when made or added to the Software, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Springbrook reserves the right to designate any Enhancement released by Springbrook after the Effective Date as a new version of the Software or as new software application, and to condition release and right of access and use of the new application or version upon Client’s payment of an adjusted Service Fee.

**A.1.2. “Error”** means any failure of the Software to conform in any material respect to its published specification.

**A.1.3. “Error Correction”** means either a modification or addition that, when made or added to the Software, brings the Software into material conformity with its published specifications, or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity.

**A.1.4. “Releases”** means new versions of the Software, which may include Error Corrections and/or Enhancements.

**A.1.5. “Temporary Fix”** means an initial correction or “fix” to a problem in the Software prior to the release of an error correction.

**A.2. Scope of Maintenance.** During the term of this Agreement, Springbrook shall provide Basic Maintenance services in support of the Software. Basic Maintenance services shall consist of:

**A.2.1. Downtime.** Springbrook shall make its best efforts to limit Service downtime caused by maintenance, upgrades or repairs, to two (2) hours per incident, and shall make its best efforts to post on the Service website the expected downtime and the time at which service will be restored.

- A.2.2. Error Correction.** Springbrook will use all reasonable diligence to correct verifiable and reproducible Errors within a reasonable time period after reported to Springbrook. The Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.
- A.2.3. Telephone/Modem Support.** Springbrook shall provide support during normal business hours (7:00am - 5:00pm PST) that permits Client to report Errors in the Software or Service access and to receive assistance. Springbrook reserves the right to bill hourly (following Client's prior approval) for maintenance in cases of repeated operator error, or where a single operator error results in substantial effort by Springbrook to resolve the problem.
- A.2.4. Changes in State and Federal Regulations.** Springbrook may provide updates needed to conform to state and federal regulations, including changes to tax tables and routine forms. Maintenance services under this Agreement do not include updates to conform to any changes in local governmental regulations, including without limitation changes in utility billing rates, reports or methods.
- A.2.5. Routine Releases.** Springbrook may, from time to time, issue Routine Releases of the Software, containing Error Corrections and Enhancements. Routine Releases will be made available to Clients who have subscription agreements in place, as soon as reasonably possible, at times and on conditions to be established by Springbrook. Springbrook reserves the right to designate any Release as routine or non-routine.
- A.3. Exceptions.** The following matters are not covered by Basic Maintenance, and are outside the scope of services provided pursuant to this Agreement:
- A.3.1.** Onsite support by employees or agents of Springbrook;
  - A.3.2.** Training users in the proper operation of the Software and the Service;
  - A.3.3.** Any problem resulting from Client's misuse, improper use, alteration, or damage of the Software, unless approved by Springbrook in writing;

A.3.4. Support of operating systems; support of non-Springbrook software, including but not limited to spreadsheets, word processors, and general office software; support of any of Client's hardware or communications facilities.

A.3.5. Set-up, implementation, data conversion and implementation management services.

A.3.6. Any support or service supplied directly to a Citizen, or to Client on behalf of any Citizen or other third party.

A.4. **Cooperation of Client.** Client agrees to notify Springbrook promptly following the discovery of any Error. Further, upon discovery of an Error, Client agrees, if requested by Springbrook, to submit to Springbrook a listing of output and any other data that Springbrook may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered. Springbrook shall treat any such data as confidential.

B. **Software Modifications, Customization.** Client agrees to pay an hourly rate based on Springbrook's regular schedule of fees or on a bid basis for any modifications to or customization of the Software made by Springbrook at the Client's written request. All programs (including ideas and know-how and concepts) developed by Springbrook are and shall remain Springbrook's sole property. Any writing or work of authorship created by Springbrook (including all custom programming) in the course of performing its obligations under this Agreement, even if designed specifically for and paid for by Client, shall be the property of Springbrook, and Springbrook may make such programs available to any of its other clients.

## Memorandum

**TO:** Honorable Members of the Genoa Charter Township Board  
**FROM:** Greg Tatara, Utility Director  
**DATE:** February 29, 2008  
**RE:** Severn Trent Contract Renewal

.....

Each year the sewer and water utilities operational contract with Severn Trent is adjusted based on the Consumer Price Index (CPI). The attached letter from Severn Trent includes this proposed increase. Additionally, we have asked Severn Trent to provide an additional wastewater operator that will be shared amongst the Lake Edgewood, Oak Pointe and Genoa-Oceola Wastewater Systems. Also, we have asked Severn Trent to perform training of the existing staff, especially with regard to Grinder Pump repair. I felt that we were spending too much money (~ \$40,000 annually) on outside contractors to perform this service, and that better and more timely repair could be accomplished by bringing those skills into the existing staff. Finally, we want to approve the Severn Trent Contract for three more years. The contract was set to expire on April 1<sup>st</sup> of 2009. Rather than have to wait for the contract to fully expire, for the purpose of staff hiring and retention, we chose to renew the contract for three years, effective April 1, 2008. This will provide existing staff with knowledge that a new firm will not be brought in, and for new hires, the security that Severn Trent will be performing the work on the Genoa Township projects for the foreseeable future.

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

Moved by \_\_\_\_\_, supported by \_\_\_\_\_ to adjust the Severn Trent contract annual compensation amount by the April CPI, to add an additional wastewater operator position to be shared amongst the various facilities, to provide funds for training, and to adjust the term of the contract through April 2011.



Operating Services

Water and Wastewater Systems Operation and Maintenance

25 February 2008

Gary McCrie  
Supervisor  
Genoa Township  
2911 Dorr Road  
Brighton, Michigan 48116

Municipal and Industrial

Re: Contract Renewal/Adjustment

Meter Reading and Billing

Dear Mr. Tatara:

Design/Build/Operate (DBO) Contract

In April, we will begin the third year of our current three-year agreement. Because the contract anniversary is typically the most appropriate time to amend agreements and in light of issues you have discussed with Bob Peter and requested be addressed in a contract amendment, we propose the following contract modifications.

### Compensation

Utility Management and Administration

Our total current annual compensation of \$1,370,712 (\$114,226 per month) for the three contracts will be subject to adjustment by the April CPI. We have previously agreed that, since the CPI is not published for a specific month until approximately three weeks after the end of that month, we will continue invoicing you our current agreed upon fees through the month following our contract anniversary (April). Once our CPI adjustment is determined and agreed upon, we will invoice you the adjustment amounts for the months of April and May. Our fully adjusted fees will be invoiced in June.

Special Purpose Taxing Districts

### Staff

During the past two years, we have often discussed staffing and staff levels for the project. Recent discussions and experiences resulted in our agreed conclusion that additional staff is necessary to properly serve the customers in an economical and effective manner. We propose the following for your consideration:

- Addition of Another Seasonal Laborer – This would be a full-time positions for a 12-week period during the spring and summer and utilized to perform basic tasks such as location mapping (GPS), data input and general assigned maintenance tasks and activities. We propose to add this position for an increase in our combined compensation of \$15,000 per year.
- Addition of Another Wastewater Treatment Plant Operator – This would be an entry level operator who would be trained to perform operational tasks and activities in the wastewater



plants including lab analyses, process control and plant preventive maintenance and upkeep. We propose to add this position for an increase in our combined compensation of \$54,650 per year.

- Maintenance Training & Skill Enhancement – During the past two years, our workload has required us to use outside vendors and contractors to perform a variety of maintenance tasks and activities. However, this workload has recently become more manageable so we propose to upgrade the skill level of our Maintenance staff so they can perform the preventive, scheduled and repair maintenance currently provided by outside vendors and contractors. Our initial goal is to reduce use of these vendors and contractors, particularly for grinder pump repair, by at least 75% by 1 August 2008. After that, further reduction will continue until minimum use of outside vendors and contractors is achieved. We propose an increase in our combined compensation of \$5,000 per year for additional training and skill enhancement.

For your convenience, we are scheduling our annual Time Study to be completed within the next month and, based on the results of this Time Study, we will update the Labor Matrix for your budgeting and allocation purposes.

The following charts may help in understanding our proposal.

Current Contract Fee with Sample CPI Adjustment

	LE WWTP	OP WWTP	OP WTP	OTHER Utilities
Current Monthly Fee	\$7,196.25	\$14,506.72	\$12,564.87	\$79,958.28
December CPI Adjustment *	4.1%	4.1%	4.1%	4.1%
Sample Adjusted Monthly Increase **	\$295.05	\$594.78	\$515.16	\$3,278.29
Sample Adjusted Monthly Fee	\$7,491.30	\$15,101.50	\$13,080.03	\$84,236.57

\* This is the December 2007 CPI-U for all Cities and is being used as an example for clarity purposes. It is not the proposed CPI increase for this contract adjustment.

\*\* This is a sample adjusted monthly fee based on the December CPI-U and is being used for illustration purposes only.

Proposed Adjustments/Increases

	LE WWTP	OP WWTP	OP WTP	OTHER UTILITIES
Seasonal Labor				\$15,000.00
WWTP Operator	\$5,465.00	\$21,860.00		\$27,325.00
Training	\$500.00	\$1,500.00	\$500.00	2<500.00
Total Increase	\$5,965.00	\$23,360.00	\$500.00	\$44,825.00
Monthly Increase	\$497.00	\$1,947.00	\$42.00	\$3,735.00

## Term

According to the terms of our current agreements, our contracts will automatically renew for an additional three years in 2009 unless either party chooses not to renew. We propose we renew our contracts for this three-year term, which will provide contract stability, minimize distractions related to contract administration and renewal and provide employee job security. We also propose to incorporate language to allow a subsequent automatic three-year renewal, again unless either party chooses not to renew. The adjusted end date of the agreement would become April 2011 with another automatic three-year renewal.

If there are any questions, please contact me at 269.665.4390.

Sincerely,  
Severn Trent Environmental Services, Inc.



William R Gramlich  
Area Manager

cc: ~~G. Tatara, Genoa Township~~

J. Doutrich, STES  
B. Lugar, STES  
R. Peter, STES



**Memorandum**

TO: Genoa Township Board

FROM: Adam VanTassell, Code Enforcement

RE: **Public Hearing on an unsafe structure located at 779 S. Hacker Road**

DATE: March 3, 2008

The Township Staff has pursued complaints regarding an unsafe structure at 779 S. Hacker Road. The hearing officer has inspected the building and found it to be unsafe. Applying the Unsafe Structure Ordinance, the proper notification and hearings have been held to insure compliance with the Township code and have the owner render the structure safe. A hearing was held on February 11, 2008 with Mr. Griffin, the property owner.

Per the Unsafe Structure Ordinance, this matter is before the Township Board to set a date not less than 30 days after the February 11, 2008 hearing for a hearing to review the order by the Hearing Officer. Staff is requesting that the hearing be held on March 17, 2008.

**TO: Township Board**  
**FROM: Kelly VanMarter, Planning Director**  
**DATE: February 27, 2008**  
**RE: Meijer Pharmacy Drive Through Special Use**

---

Based on a recommendation from the Planning Commission, staff suggests the following action regarding the proposed drive through pharmacy for the existing Meijer's store located at 3883 E. Grand River.

**Special Use Permit:** approval with the following conditions:

1. The drive through shall only be used for the receipt and dispensing of prescription pharmaceutical products.
2. The special use is consistent with Section 19.03 of the Township Ordinance.

**Impact assessment (dated 2-22-08):** approval with the condition that language be added stating that only prescription pharmacy products will be requested and dispensed through the drive through.

**Site Plan (dated 2-22-08):** approval with the following conditions:

1. The westernmost gate to the garden center will be closed;
2. Building material and colors will match the existing building;
3. The 8-foot wide concrete sidewalk along Grand River will be installed by Genoa Township as part of a larger project in Spring 2008. The petitioner will escrow an amount as determined by the Township Engineer for the cost of said sidewalk prior to Land Use Permit issuance.
4. An easement for the sidewalk along Grand River Avenue will be granted to the Township prior to land use permit.
5. Separate sign permits will be required consistent with Township Ordinances;

**APPLICATION FOR SPECIAL LAND USE  
GENOA TOWNSHIP**

APPLICANT NAME\* & ADDRESS: Meijer, Inc. 2929 Walker Avenue NW, Grand Rapids, MI 49544  
Owner's Agent: Progressive AE, 1811 4 Mile Road NE  
Grand Rapids, MI 49525

OWNER NAME\* & ADDRESS: Meijer, Inc. 2929 Walker Avenue NW, Grand Rapids, MI 49544

SITE ADDRESS: 3883 E. Grand River Avenue PARCEL #(s): 4711-05-400-060

APPLICANT PHONE: (616) 361-2664 OWNER PHONE: (616) 791-3760  
(Progressive AE)

Location and brief description of site and surroundings: (See attachment)

---

---

---

Proposed Use: (See attachment)

---

---

Describe how your request meets the Zoning Ordinance General Review Standards (section 19.03):

a. Describe how the use will be compatible and in accordance with the goals, objectives, and policies of the Genoa Township Comprehensive Plan and subarea plans, and will promote the Statement of Purpose of the zoning district in which the use is proposed.  
(See attachment)

---

---

b. Describe how the use will be designed, constructed, operated, and maintained to be compatible with, and not significantly alter, the existing or intended character of the general vicinity.  
(See attachment)

---

---

c. How will the use be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, water and sewage facilities, refuse disposal and schools?  
(See attachment)

---

---

d. Will the use involve any uses, activities, processes, or materials potentially detrimental to the natural environment, public health, safety, or welfare by reason of excessive production of traffic, noise, vibration, smoke, fumes, odors, glare, or other such nuisance? If so, how will the impacts be mitigated?  
(See attachment)

---

---

e. Does the use have specific criteria as listed in the Zoning Ordinance (sections 3.03.02, 7.02.02, & 8.02.02)?  
If so, describe how the criteria are met.  
(See attachment)

I HEREBY CERTIFY THAT ALL INFORMATION AND DATA ATTACHED TO AND MADE PART OF THIS APPLICATION ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AGREE TO DESIGN, CONSTRUCT AND OPERATE, AND MAINTAIN THESE PREMISES AND THE BUILDINGS, STRUCTURES, AND FACILITIES WHICH ARE GOVERNED BY THIS PERMIT IN ACCORDANCE WITH THE STATED REQUIREMENTS OF THE GENOA TOWNSHIP ZONING ORDINANCE, AND SUCH ADDITIONAL LIMITS AND SAFEGUARDS AS MAY BE MADE A PART OF THIS PERMIT.

THE UNDERSIGNED Mark Kastner STATES THAT THEY ARE THE FREE OWNER\* OF THE PROPERTY OF PROPERTIES DESCRIBED ABOVE AND MAKES APPLICATION FOR THIS SPECIAL LAND USE PERMIT.

BY: Mark Kastner Progressive AE Owner's Agent

ADDRESS: Progressive AE, 1811 4 Mile Road NE, Grand Rapids, MI 49525

\*Submit a letter of Authorization from Property Owner if application is signed by Acting Agent.

<b>Contact Information</b> - Review Letters and Correspondence shall be forwarded to the following:		
<u>1.) Mark Kastner</u>	<u>of Progressive AE</u>	<u>at (616)361-1493</u>
Name	Business Affiliation	Fax No.

Note: This application must be accompanied by a site plan review application and the associated site plan review submittal requirements. (The Zoning Administrator may allow a less detailed sketch plan for a change in use.)

<b>FEE EXCEEDANCE AGREEMENT</b>	
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: <u>Mark Kastner</u>	DATE: <u>10/5/01</u>
PRINT NAME: <u>Mark Kastner (Progressive AE)</u>	PHONE: <u>616 361-2664</u>
ADDRESS: <u>1811 4 Mile Road NE, Grand Rapids, MI 49525</u>	

**Meijer Store Number 172 Genoa Township, Michigan  
Proposed Pharmacy Drive-up  
"Application For Special Land Use"**

(additional information pages)

Location and brief description of site and surroundings:

Response: The existing previously developed site contains a Meijer retail store with related appurtenances (e.g. parking lot and drives) and was completed in 1999. Since much of the nearby area contains other similar retail/commercial uses including drive-ups, the proposed pharmacy drive-up use is consistent with the use of the existing site and surrounding area.

Proposed Use:

Response: The proposed project is to add a pharmacy drive-up to the existing store, including a small related building addition as shown on the accompanying site plans.

- a. Describe how the use will be compatible and in accordance with the goals, objectives, and policies of the Genoa Township Comprehensive Plan and subarea plans, and will promote the Statement of Purpose of the zoning district in which the use is proposed.

Response: The proposed pharmacy drive-up will be compatible with the goals of the township master plan as it will provide an additional shopping convenience that is harmonious with the surrounding area. The proposed drive-up also complies with the intent of the "statement of purpose" for the "General Commercial District" under which a pharmacy drive-through is listed as a special land use in the commercial district.

- b. Describe how the use will be designed, constructed, operated, and maintained to be compatible with, and not significantly alter, the existing or intended character of the general vicinity.

Response: The proposed pharmacy drive-up is intended to be designed, constructed, and operated such that it will be compatible with the retail/commercial use of the existing store and area. The drive-up is located on the front of the existing Meijer store as opposed to the rear or sides, which would be closer to and more visible to existing residential areas. The proposed drive-up use will not alter the existing or intended character of the general vicinity, which already contains other drive-up/drive-through uses.

- c. How will the use be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, water and sewage facilities, refuse disposal and schools?

Response: The proposed drive-up does not require any additional public facilities, services, streets, police, fire protection, underground drainage structures, water and sewage facilities, refuse disposal, or schools. As it is a retail use in an existing retail area, the existing Meijer store and area are already served by any public services required.

- d. Will the use involve any uses, activities, processes, or materials potentially detrimental to the natural environment, public health, safety, or welfare by reason of excessive

production of traffic, noise, vibration, smoke, fumes, odors, glare, or other such nuisance? If so, how will the impacts be mitigated?

Response: The proposed pharmacy drive-up will not be detrimental to the area as it will not cause excessive production of traffic, noise, vibration, smoke, fumes, odors, glare or other such nuisances. Any increase in traffic due to the proposed drive-up is expected to be minimal when compared to the current traffic counts for the existing site and area.

- e. Does the use have specific criteria as listed in the Zoning Ordinance (sections 3.03.02, 7.02.02, & 8.02.02)? If so, describe how the criteria are met.

Response: The proposed drive-up will comply with the intent of Zoning Ordinance Section 7.02.02 (b) as follows:

(Ordinance Section 7.02.02)

(b) Accessory drive-through service for uses other than restaurants and banks shall comply with the following requirements:

- (1) The drive-through facility must be attached to the structure.

Response: The proposed drive-up window and associated building addition will be attached to the existing Meijer store as required.

(2) The drive-through service, including any lighting associated therewith shall be screened from adjacent residential land uses such that it will not impact the use and enjoyment of said residential land use.

Response: The proposed drive-up will be screened from adjacent residential land uses by the existing trees along S. Latson Road. In addition, the proposed drive-up is over 400 feet from the nearest residential area. The only light planned for the drive-up is a low wattage downlight in the drive-up canopy, which will not create any glare problems on site or offsite.

(3) Clear identification and delineation between the drive-through facility and the parking lot shall be provided.

Response: The proposed drive-up lane is separated by the parking lot and main drive along the front of the store by a curb island.

(4) Each drive-through facility shall provide an escape lane to allow other vehicles to pass those waiting to be served. The Planning Commission may waive the requirement for an escape lane where it can be demonstrated that such a waiver will not result in an adverse effect on public safety or the convenience of patrons of the facility.

Response: The small amount of vehicular stacking required and anticipated, as well as the relatively short transaction time of the proposed design, virtually eliminates any need for a separate escape lane. The adjacent existing main drive along the front of the Meijer store is also beneficial in allowing traffic to pass stacked vehicles waiting to be served.

(5) There shall be a minimum of three (3) stacking spaces.

Response: The proposed drive-up has 3 stacking spaces as required.

(6) The drive-through facility shall be located on the side or rear elevation of the building to minimize visibility from the public or private roadway.

Response: Although proposed to be located on the front of the existing Meijer store, the proposed drive-up complies with the intent of this requirement "to minimize visibility from the public or private roadway", since the drive-up window and associated building addition as proposed are located over 860 feet from Grand River Avenue (centerline) and over 400 feet from S. Latson Road (centerline). These distances to roadways are much greater than those of other drive-up uses even though they may be located on the sides or rear of buildings, since the majority of buildings with drive-ups are much smaller and are located on much smaller sites.

In addition, the proposed pharmacy drive-up is only a single lane drive-up with a single window/drawer, as opposed to other larger, busier drive-ups (e.g. banks) which have multiple lane drive-ups in conjunction with much smaller buildings and sites. The proposed pharmacy drive-up is designed to be compatible with the existing architecture and materials of the Meijer store, so that it will blend in with the existing building and be virtually unnoticed from off-site. Any detrimental effects attributed to some types of drive-up uses (e.g. odors, noise, high traffic, glare, etc...) will not be issues due to the type of drive-up proposed, low traffic volume expected, location, and distance to neighboring properties. Location on the rear or side of the Meijer store would place the drive-up closer to residential properties.

(7) The number of on-site directional signage shall be limited to two (2) signs meeting the area and location requirements of Article 16.

Response: The proposed drive-up directional signs will be adjusted to comply with the zoning ordinance and/or as directed by the township.

(8) The principal structure shall be setback a minimum of fifty (50) from all lot lines and the public right-of-way, unless a greater setback applies.

Response: The proposed drive-up window and associated building addition as proposed are located over 860 feet from East Grand River Avenue (centerline) and over 400 feet from S. Latson Road (centerline). These setbacks greatly exceed those required by the zoning ordinance.

(9) When located in the NSD district, accessory drive-through service windows for pharmacies/drug stores shall be used only for prescription drug pick-up and drop-off. Only one drive-through service lane is permitted for each pharmacy or drug store structure in the NSD district. (as amended 12/31/06)

Response: Although not located in the NSD District, the drive-up as proposed will comply with this requirement.

07-20

**GENOA TOWNSHIP  
APPLICATION FOR SITE PLAN REVIEW**

**TO THE GENOA TOWNSHIP PLANNING COMMISSION AND TOWNSHIP BOARD:**

APPLICANT NAME & ADDRESS\*: Meijer, Inc. 2929 Walker Avenue NW, Grand Rapids, MI 495  
Owner's Agent: Progressive AE, 1811 4 Mile Road NE

Grand Rapids, MI 49525  
OWNER'S NAME & ADDRESS: Meijer, Inc. 2929 Walker Avenue NW, Grand Rapids, MI 49544

SITE ADDRESS: 3883 East Grand River Avenue PARCEL #(s): 4711-05-400-060

APPLICANT PHONE: (616)361-2664 OWNER PHONE: (616) 791-3760  
(Progressive AE)

LOCATION AND BRIEF DESCRIPTION OF SITE: The existing property contains an existing Meijer store and is located at the corner of Grand River Avenue and Latson Road.

BRIEF STATEMENT OF PROPOSED USE: The proposed change is to add a pharmacy drive-up to the existing Meijer store.

THE FOLLOWING BUILDINGS ARE PROPOSED: A small building addition for the proposed pharmacy drive-up is also proposed.

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: \_\_\_\_\_ (Owner's Agent: Progressive AE)

ADDRESS: 1811 4 Mile Road NE, Grand Rapids, MI 49525 Contact: Mark Kastner

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

<b>Contact Information</b> - Review Letters and Correspondence shall be forwarded to the following:		
<u>1.) Mark Kastner</u>	<u>of Progressive AE</u>	<u>at (616)361-1493</u>
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: <u>Mark Kastner</u>	DATE: <u>10/2/07</u>
PRINT NAME: <u>Mark Kastner (Progressive AE)</u>	PHONE: <u>616 361-2664</u>
ADDRESS: <u>1811 4 Mile Road NE, Grand Rapids, MI 29525</u>	



**Meijer Store Number 172 Genoa Township, Michigan  
Proposed Pharmacy Drive-up**

**Narrative:**

Meijer has been a part of the township since 1999 with its store located at 3883 E. Grand River Avenue. Meijer is planning to improve this store by implementing many of its current new store design concepts, to allow this store to meet the changing needs of its customers and remain competitive with similar retailers in the area. The planned improvements for this store consist primarily of a revised interior layout to accommodate new interior departmental relocations and changes.

Pharmacy drive-up: As part of the proposed interior changes, the existing pharmacy will be relocated to the front of the store towards the garden center side (similar to the current layout for new Meijer stores). Relocation of the pharmacy to the front of the store will also allow for the addition of a pharmacy drive-up. As indicated on the accompanying site plan, inclusion of a pharmacy drive-up will also require a small building addition to be added.

History: Pharmacy drive-ups have been included in almost all new Meijer stores over the past several years, and have also now been added to over 50 existing Meijer stores to date, as an added convenience that many customers have come to expect in the retail pharmacy business. A partial listing of Meijer store locations with pharmacy drive-ups is included for reference.

Expected traffic volume: As indicated on the attached Meijer "Pharmacy Drive-up Fact Sheet", the number of transactions at its pharmacy drive-up windows has averaged only approximately 28 per day, with typically not more than 2 vehicles in the drive-up lane at the same time. It is important to note that this volume is typically lower than that of other drive-up uses, such as at fast food restaurants, car washes, or banks, and is also typically not as concentrated at certain times of the day as can occur at other uses like fast food restaurants. As a comparison, drive-up restaurants can experience drive-up traffic counts of 85 to 90 cars during a typical lunch hour alone.

Stacking spaces: The township ordinance requires 3 stacking spaces, which should be sufficient to accommodate the anticipated usage indicated on the attached Meijer "Pharmacy Drive-up Fact Sheet".

Drive-up window: Meijer prefers use of a drive-up window in conjunction with a simple transaction drawer for several reasons. The window allows for face-to-face contact between pharmacy personnel and the customers, allowing the pharmacy personnel to have better communication with the customers and also to more easily see who is receiving prescriptions. The window and the transaction drawer also allow for ease of use and therefore faster transactions.

Additional items: The location of the pharmacy drive-up on the front of the store is due to the new location of the pharmacy inside the store and internal departmental adjacencies which are intended to follow the prototypical layout for new Meijer stores.

Effect on adjacent properties: Based on the intended usage and location, the proposed drive-up will have no detrimental effects on the adjacent properties, due to the type of drive-up, the low usage volume anticipated, and the distance from adjacent properties.

# Pharmacy Drive-Up Fact Sheet

## Store Remodel:

- In an effort to update its older stores to its most recent merchandise/floor plan, Meijer is remodeling the interior of a majority of its stores over the next three years.
- One part of this remodel is to relocate the pharmacy/HBC department from its current location at the rear of the store to the front corner of the store, between the general merchandise entrance and the garden center.
- In order to offer our pharmacy customers a convenience that they have come to expect in the retail pharmacy business, a pharmacy drive-up window will be added to the front of the building between the GM entrance and the garden center.

## Pharmacy Drive-Up Use:

- The pharmacy business represents approximately 1.5% of the total business at a Meijer store.
- Approximately 15% of the pharmacy transactions are done at the drive-up.
- As a comparison, approximately 70% of fast food business is at the drive-through and 50-60% for banks.

## Pharmacy Drive-Up Traffic Counts:

- Meijer has 18 major markets that summarizes its pharmacy totals.
- Average scripts for all stores is 185 per day.
- 15% of these transactions take place at the drive-up window.
- \* • An average of 28 transactions per day at the drive-up window.
- Peak use of the drive-up are 11:30 a.m. – 1:30 p.m. and 4:00 p.m. – 6:00 p.m.
- If all drive-up scripts occurred during the peak time, that would equate to seven (7) transactions per hour.
- \* • Rarely are there more than two (2) vehicles (1 at the window and 1 behind) in the drive-up lane at the same time.

**Pharmacy Drive-Up - Construction Status Complete As Of 1/16/07**

<b>Store</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
22	5121 S. Westnedge Ave.	Kalamazoo	MI	49002
26	0-550 Baldwin Ave.	Jenison	MI	49428
36	5500 Clyde Park Avenue SW	Wyoming	MI	49509
42	8400 Gratiot Road	Saginaw	MI	48609
43	3360 Tittabawassee Road	Saginaw	MI	48604
45	217 E. US 223	Adrian	MI	49221
48	2980 E. Wilder Rd.	Bay City	MI	48706
50	5531 28th St., S.E.	Grand Rapids	MI	49512
52	1350 W. Lansing Lake Rd.	East Lansing	MI	48823
53	4200 Highland Rd.	Waterford	MI	48328
55	36600 VanDyke Ave.	Sterling Heights	MI	48312
56	3333 E. Michigan Ave.	Jackson	MI	49202
61	3651 Towne Blvd.	Franklin	OH	45005
66	1500 Hillcrest Avenue	Springfield	OH	45504
69	1015 Pickard Street	Mt. Pleasant	MI	48858
71	1800 Holton Road	Muskegon	MI	49445
110	3298 Elida Rd.	Lima	OH	43302
111	2153 Marion-Mt. Gilead Road	Marion	OH	43302
119	6660 W. Main Street	Kalamazoo	MI	49009
120	3600 N. Portage Road	South Bend	IN	46628
123	16300 Fort Street	Southgate	MI	48195
126	1355 N. Lexington-Springmill Rd.	Mansfield	OH	44906
127	4522 Elkhart Road	Goshen	IN	46526
128	3610 S. Bremen Hwy	Mishawaka	IN	46544
129	5349 Pike Plaza Road	Indianapolis	IN	46254
131	11351 E. Washington Street	Indianapolis	IN	46229
134	5325 E. Southport Road	Indianapolis	IN	46237
135	1560 Main St.	Hamilton	OH	45013
136	6610 Scatterfield Road	Anderson	IN	46013
137	4901 SR 26 East	Lafayette	IN	47905
139	6260 W. McGalliard Road (SR332)	Muncie	IN	47304
141	2301 E. Markland Avenue	Kokomo	IN	46901
144	2900 Columbus Lancaster Rd.	Lancaster	OH	43130
146	2401 N. Prospect Avenue	Champaign	IL	61822
149	5150 S. Franklin St.	Michigan City	IN	46360
154	8375 E. 96th St.	Indianapolis	IN	46256
157	1082 State Route 28	Milford	OH	45150
158	1997 E. Beltline Ave. NE	Grand Rapids	MI	49525
159	6325 S. Gilmore Rd.	Fairfield	OH	45014
160	4500 S. Hurstbourne Pkwy	Louisville	KY	40299
163	4775 24th Avenue	Fort Gratiot (Port Huron)	MI	48059
164	4100 Towne Center Dr.	Louisville	KY	40241
165	611 US 30	Merrillville	IN	46410

**Pharmacy Drive-Up - Construction Status Complete As Of 1/16/07**

<b>Store</b>	<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
166	9500 Preston Hwy	Louisville	KY	40229
170	10138 Indianapolis Blvd.	Highland	IN	46322
178	808 N. SR59	Aurora	IL	60504
198	130 S. Gary Ave.	Bloomington	IL	60108
199	1801 Marketplace Dr.	Caledonia	MI	49316
207	1800 E. College Ave.	Normal	IL	61761
208	3710 Dix Highway	Lincoln Park	MI	48146
210	730 E. Saginaw Hwy	Grand Ledge	MI	48837
214	13521 South Route 59	Plainfield	IL	60544
216	315 Wilson Ave., N.W.	Grand Rapids	MI	49534
217	3320 West Shore Drive	Holland	MI	49424
220	4222 Charlestown Rd.	New Albany (Louisville)	IN	47150
229	205 S. Range Rd.	Marysville (Port Huron)	MI	48040
232	5300 S. Harvey St.	Muskegon	MI	49444
237	29505 Mound Rd.	Warren	MI	48092
303	2770 S. State Rd.	Ionia	MI	48846

**OPEN PUBLIC HEARING # 1 ... Review of special use permit, impact assessment and site plan for a proposed drive-thru pharmacy for the existing Meijer's located at 3883 E. Grand River Howell petitioned by Meijer, Inc.**

Mark Kastner with Progressive A.E., represents Meijer, Inc. He explains that Meijer has begun including pharmacy drive-ups on their new stores at the front corner of the building similar to where they are proposing it here. The pharmacy is being moved to the front of the building as a service to their customers. Meijer has also begun to update their existing stores to incorporate some of their new design concepts into existing stores. He presents the previous submittal from last October and then explains how Meijer as revised the plans to incorporate previous comments from the Township consultants. Mr. Kastner explains the expected traffic volumes for the drive-thru. He presents pictures to the Commission of existing stores with drive through pharmacies.

Commissioner Mortensen reviews the pictures that were provided tonight by the petitioner of an existing Meijer with a drive-thru. He questions if the east-west road from Latson to the western side of the property is simply being narrowed to accommodate this. Mr. Kastner responds that is correct. Commissioner Mortensen states that he does not like that the driving lane is being narrowed and suggests the main drive be pulled slightly to the south and then angled north to accommodate the drive-thru.

Chairman Brown questions the pedestrian circulation in the area of the drive through. Mr. Kastner responds that the design is pedestrian friendly because the sidewalk is against the building under a covered canopy. He suggests that they can put up a fence, rail, or other similar block adjacent to the pharmacy drive-up lane.

Commission Tenge is concerned about the vehicles stopping to drop people off and blocking the pharmacy drive-through lane. Mr. Kastner explains that they have found that vehicles are less likely to stop or stand in the area because they know they will be blocking the drive-through lane.

Mr. Kastner questions the width of the requested path along Grand River. The existing pathways on adjacent sites are 5' wide.

Mr. Kastner addresses the concern in the consultant letters regarding the drive-up being located on the front of the building. He explains that if they put the drive through on the side or rear of the building it would be located closer to residential areas and would be more visible from the public roadway.

Jeff Purdy reviews his February 6<sup>th</sup>, 2008 letter. He would like to see a landscape island added in place of the parking spaces opposite the drive through exit to provide visual screening and direct traffic. Mr. Kastner indicates that they would be willing to do that. Mr. Purdy suggests the gates to the garden center should be moved east where the new bump out is opposite the proposed new crosswalk. Mr. Kastner explains that this would be problematic for Meijer from a store security stand point because of the location of the cash registers inside the garden center. Mr. Purdy continues that Planning Commission

approval is required for the proposed architecture, including materials and colors. Details on the non-motorized pathway along Grand River must be provided and separate sign permits must be obtained for the proposed signage. Lastly, the Planning Commission may recommend other conditions to approval of the special land use to mitigate impacts and ensure compatibility with adjacent uses.

Tesha Humphriss reviews her letter dated February 1<sup>st</sup>, 2008. She indicates the sidewalk should be concrete and grades need to be shown to ensure ADA compliance. She questions the directional signage shown in the parking lot. Mr. Kastner indicates that they do not need the signage in the parking lot and it can be removed so that the only signage is on the building. Tesha Humphriss states that all curbs need to be revised to be 2' in width.

The call to the public was made at 8:04 p.m. with no response.

Commissioner Mortensen states that he is no longer opposed to the drive through after reviewing the picture presented by the petitioner. Chairman Brown agrees with Mr. Mortensen assuming that the consultant comments are incorporated. Commissioner Tenge questions if the proposed pedestrian rail or fence conflicts with any section of the ordinance. Mr. Purdy states it would just need to meet ADA standards.

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

- A. Recommendation regarding special use application
- B. Recommendation regarding impact assessment (1-22-08)
- C. Recommendation regarding site plan (1-22-08)

**Moved** by Mortensen to recommend to the Township Board approval of the special use permit to for a drive through pharmacy for the existing Meijer's located at 3883 E. Grand River with the following conditions:

1. This recommendation is made because it meets the requirements of 19.03 of the Township Zoning Ordinance and is a compatible use with the commerce on the site;
2. This recommendation is subject to review and approval of the Township Board of the site plan and Environmental Impact Assessment;
3. The drive through shall only be used for the receipt and dispensing of prescription pharmaceutical products and any other restrictions that we have approved for drive through pharmacies in this Township shall be applied.

Supported by Lowe. **Motion carried unanimously.**

**Moved** by Mortensen to recommend to the Township Board approval of the Environmental Impact Assessment dated January 22, 2008 for a proposed drive-thru pharmacy for the existing Meijer's located at 3883 E. Grand River subject to:

1. Approval by the Township board of the Special Use Permit and Site Plan application;

2. Words will be added that only prescription pharmacy products will be requested and dispensed through the drive through and it will be operated consistent with restrictions put on other drive through pharmacies in Genoa Township.

**Supported** by Olson. **Motion carried unanimously.**

**Moved** by Mortensen to recommend to the Township Board approval of the site plan dated January 22, 2008 for a proposed drive-thru pharmacy for the existing Meijer's located at 3883 E. Grand River subject to:

1. Approval by the Township Board of the Special Land Use permit and Environmental Impact Assessment;
2. Addition of a landscape island with two canopy trees should be installed in place of the parking spaces opposite the drive through exit as suggested in the February 6, 2008 LSL Planning review letter;
3. The westernmost gate to the garden center will be closed and a decorative pedestrian rail will be added between the drive through lane and the sidewalk for the length of the stacking spaces;
4. Building material and colors will match the existing building;
5. The sidewalk along Grand River will be 8' wide concrete with a taper to the existing 5' wide sidewalk for the bank;
6. Details of the sidewalk, including grades shall be provided to meet the Township Engineer and ADA specifications;
7. Separate sign permits will be required consistent with Township Ordinances;
8. The directional sign details in the parking lot on sheet SK4 will be removed from the site plan;
9. All curbing will be 2' wide consistent with Township standards.

**Supported** by Lowe. **Motion carried unanimously.**

**Administrative Business:**

- *Planners report presented by LSL Planners* – Mr. Purdy states that he has nothing to report.
- *Approval of January 14, 2008 Planning Commission meeting minutes.* **Moved** by Mortensen and **supported** by Lowe to approve the minutes with the changes submitted by Commissioner Olson. **Motion carried unanimously.**
- *Member Discussion*

**Moved** by Mortensen, **Supported** by Tenge to adjourn the meeting at 8:31 p.m. **The motion carried unanimously.**

Respectfully submitted,

Kelly VanMarter  
Planning Director



**LSL Planning, Inc.**

Community Planning Consultants

February 6, 2008

Planning Commission  
Genoa Township  
2911 Dorr Road  
Brighton, Michigan 48116

**Subject:** Meijer Drive Through Pharmacy – Special Use and Site Plan Review #2  
**Location:** 3883 East Grand River Avenue – northwest corner of Grand River Avenue and Latson Road  
**Zoning:** MU PUD Mixed Use Planned Unit Development / GCD General Commercial District  
**Applicant:** Meijer, Inc.  
2929 Walker Avenue NW  
Grand Rapids, MI

Dear Planning Commission:

At the Township's request, we have reviewed the revised site plan, dated 1/22/08, for the addition of a drive through pharmacy to the existing Meijer store. The site is located at the northwest corner of Grand River Avenue and Latson Road, and is currently zoned MU PUD Mixed Use Planned Unit Development. The request has been reviewed in accordance with the Genoa Township Master Plan and Zoning Ordinance.

**A. Summary of Issues**

1. A landscape island with two canopy trees should be installed in place of the parking spaces opposite the drive through exit to provide visual screening and direct traffic.
2. The gates to the garden center should be moved east.
3. Planning Commission approval is required for the proposed architecture, including materials and colors.
4. Details on the non-motorized pathway along Grand River must be provided.
5. Separate sign permits must be obtained for the proposed signage.
6. The Planning Commission may recommend other conditions to approval of the special land use to mitigate impacts and ensure compatibility with adjacent uses.

**B. Proposal**

The applicant proposes to develop a drive through pharmacy in conjunction with the existing Meijer store at Grand River and Latson. Commercial retail stores are permitted uses in the MU PUD/GCD; however, the accessory drive through pharmacy requires special use approval. The project is also subject to specific use standards identified in the Ordinance.



**C. Special Use Review (General Standards)**

The project has been reviewed in accordance with the review standards of Section 19.03.

1. **Master Plan.** The Master Plan and Future Land Use Map identify the site and adjacent property along Grand River as Regional Commercial. The Master Plan describes this classification as “higher intensity commercial uses that serve the comparison shopping needs of the entire community and the regional market.” Big box retail and large shopping centers are noted as a typical use anticipated for this designation. The proposed project is compatible with the Master Plan.
2. **Compatibility.** Adjacent and surrounding land uses along Grand River are predominantly commercial and service oriented. In general, a drive through pharmacy along the Grand River corridor would be considered compatible with other commercial and service uses; however, placing the drive through on the front façade of the building is not consistent with other uses that have the drive-through on the side or rear of the building. The petitioner contends that due to the large front yard setback that the drive through is no less visually detractive than the drive through’s on the side of the building for other uses located closer to Grand River Avenue.
3. **Public Facilities and Services.** As an existing large commercial center on Grand River Avenue, necessary utilities are already in place. The project is not anticipated to create any adverse impacts upon public facilities and services; however, this standard is subject to review by the Township Engineer.
4. **Impacts.** The existing store already generates a substantial amount of traffic. As noted in the Impact Assessment, the drive through pharmacy is expected to generate 28 vehicular trips on a typical weekday, many of which may already be accounted for by pharmacy patrons.
5. **Mitigation.** The Township may require that the applicant provide mitigation necessary to minimize or prevent negative impacts. We recommend a landscape island with two canopy trees be installed in place of the parking spaces opposite the drive through exit. This will help direct traffic exiting the drive through, prevent pedestrians from crossing from opposite the drive through exit and provide for some visual screening of the drive through.

**D. Special Use Review (Specific Standards)**

The site is subject to the PUD Agreement, which specifies that all uses shall conform to the Zoning Ordinance that was in effect at the time that the PUD was approved. The 1996 Zoning Ordinance did not have specific standards for drive-thru pharmacies. However, Section 19.02.04(f)(4) states that the Township Board may impose reasonable conditions with the approval of a special land use, to mitigate impacts, ensure public services and facilities will be capable of accommodating the use, protect the natural environment, ensure compatibility with adjacent uses and ensure the standards of the Ordinance are met. The Planning Commission may utilize the current special land use standards for drive-through’s contained in Section 7.02.02(b) as guidelines in recommending any conditions to the Township Board.

1. **The drive-through facility must be attached to the structure.**

This requirement is met.

2. **The drive-through service, including any lighting associated therewith shall be screened from adjacent residential land uses such that it will not impact the use and enjoyment of said residential land use.**

The proposed drive through will not impact any residential uses.

- 3. Clear identification and delineation between the drive-through facility and the parking lot shall be provided.**

A combination of pavement striping, signage and raised curbs are used to delineate the drive through area from the parking lot. We still have concerns with the potential for vehicles needing to make tight turning movements from the main circulation aisle in front of the store. As noted above, we recommend a landscape island be installed in place of the parking spaces opposite the drive through exit to help direct traffic exiting the drive through.

- 4. Each drive-through facility shall provide an escape lane to allow other vehicles to pass those waiting to be served. The Planning Commission may waive the requirement for an escape lane where it can be demonstrated that such a waiver will not result in an adverse effect on public safety or the convenience of patrons of the facility.**

The redesigned circulation now provides the required bypass lane.

- 5. There shall be a minimum of three (3) stacking spaces.**

This requirement is met.

- 6. The drive-through facility shall be located on the side or rear elevation of the building to minimize visibility from the public or private roadway.**

The proposed drive through is attached to the front of the existing building. This requirement would not be met. While this standard was not contained in the 1996 Zoning Ordinance, the aesthetic impacts should be considered in the evaluation of the use under Section 19.03. We recommend a landscape island with two canopy trees be installed in place of the parking spaces opposite the drive through exit to provide some visual screening for the drive through.

- 7. The number of on-site directional signage shall be limited to two (2) signs meeting the area and location requirements of Article 16.**

The site plan identifies one freestanding sign identifying the drive through and one wall sign above the drive through window.

- 8. The principal structure shall be setback a minimum of fifty (50) from all lot lines and the public right-of-way, unless a greater setback applies.**

This requirement is met.

- 9. When located in the NSD district, accessory drive-through service windows for pharmacies/drug stores shall be used only for prescription drug pick-up and drop-off. Only one drive-through service lane is permitted for each pharmacy or drug store structure in the NSD district.**

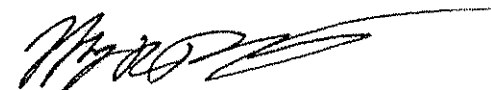
This standard does not apply to the request.

**E. Site Plan Review**

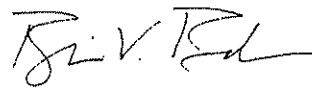
1. **Dimensional Requirements.** The proposed drive through pharmacy includes a canopy and kiosk attached to the front of the existing building, which is located well outside of any required setbacks.
2. **Building Elevations.** The elevation drawing provided does not identify the materials used for the canopy and kiosk. Additionally, providing a drive through window on the front of the building will detract from the aesthetic quality of the building. Planning Commission approval is required for the proposed architecture, including materials and colors.
3. **Parking.** Additional parking is not required as a result of the addition of the drive through window. The recommended landscape island will require the removal of two (2) parking spaces. The ordinance requires one (1) space for each 250 square feet of gross floor space. At 210,890 square feet, 844 spaces are required and 1,040 exist on-site. Therefore there is substantially more parking than required and two (2) spaces can be removed.
4. **Circulation.** The reconfigured drive through lane addresses most of our previous circulation concerns; however, the drive through exit will be near the pedestrian crosswalk to enter the building. Also, the stacking spaces are in front of the gate to the garden center. We recommend that the entrance to the garden center be shifted to the east so that it opens up to the new sidewalk and crosswalk area proposed.
5. **Non-motorized Pathway.** There is a gap in the Grand River non-motorized pathway between the existing bank and the McDonald's site. The applicant has indicated that they will be installing a path to fill in this gap. Specifications for this pathway are needed. It is required to be 8 feet in width and constructed of concrete with an inclined ramp at the driveway.
6. **Landscaping & Greenbelt.** We recommend a landscape island with two (2) canopy trees be provided opposite the drive through. In addition, if any existing landscaping is diseased or in poor condition, it must be replaced.
7. **Signs.** The site plan identifies a proposed wall sign on the front of the building. The applicant must provide an indication of the existing wall signage to determine if additional sign area is permitted.
8. **Impact Assessment.** An updated Impact Assessment (1/22/08) has been provided by the applicant. The Impact Assessment states that the project in relation to the surrounding commercial uses will not create any significant impact upon the environment, public services, surrounding land uses or traffic.

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  
Senior Planner



## TETRA TECH

February 1, 2008

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

**Re: Meijer Pharmacy Drive-Thru  
Site Plan Review #2**

Dear Ms. VanMarter:

As requested, we have performed a review of the above-referenced site plan as prepared by Progressive AE., dated October 2, 2007 and revised January 22, 2008. The site is located in the northwest quadrant of the Latson Road and Grand River Avenue intersection. The petitioner is proposing a drive up window for the pharmacy. We offer the following comments for your consideration.

### **GENERAL**

1. The petitioner should provide a detail of the proposed new sidewalk along the property frontage. This detail should include a cross-section of the proposed walk and grades to ensure the sidewalk meets all applicable ADA standards.
2. The "Traffic Control Signage" detail on sheet SK-3 states that signs "B", "C", and "D" are not used. However, on sheet SK-4, these signs are called out in various locations.

### **DRAINAGE AND GRADING**

3. The drainage pattern of the parking lot is not affected by the proposed work.

### **UTILITIES**

4. The municipal utilities for the existing building are not affected by the proposed work. There are no proposed utilities for the addition.

### **TRAFFIC/PAVEMENT**

5. Genoa Township standards state that all curb must be 2' in width.



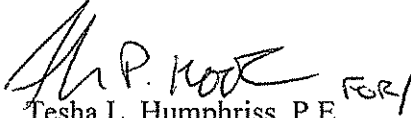
**TETRA TECH**


6. The petitioner has revised the layout of the pharmacy drive up window. The new design incorporates an escape lane and eliminates many of the conflict points from the original design. The new design is an improvement over the previous design.

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

Please call if you have any questions.

Sincerely,

  
Tesha L. Humphriss, P.E.  
Project Manager

  
Shawn P. Hooker, E.I.  
Project Engineer

:be  
200-12736-08003 T012

cc: Mark Kastner, Progressive AE, 1811 4 Mile Road NE, Grand Rapids, MI 29525  
Gary McCririe, Genoa Township

K:\Letters\Genoa Twp. Latson Rd Meijer Dr Thru SPR #2.doc



## Brighton Area Fire Department

615 W. Grand River

Brighton, Michigan 48116

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

January 30, 2008

Amy Ruthig  
Genoa Township  
2911 Dorr Rd.  
Brighton, MI 48116

RE: Meijer Inc. Drive-thru  
3883 E. Grand River  
Site Plan Review

Dear Amy:

The Brighton Area Fire Department has reviewed the above mentioned site plan. The plans were received for review on January 28, 2008 and the drawings are dated October 2, 2007 with a revision date of January 22, 2008.

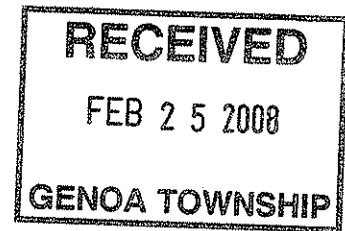
Based upon Mark L. Kastner of Progressive Architecture Engineering's response to our site plan review letter dated October 15, 2007 which addresses the issues of fire lanes and acceptable building address, we have no objection to this project. Our concerns have been addressed in Mr. Kastner's letter dated January 22, 2008 and are reflected in the general notes of drawing SK-4 of the January 22, 2008 site plan resubmittal.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Corcoran".

Jim Corcoran  
Lieutenant Inspector

**Meijer Store Number 172 Genoa Township, Michigan  
Proposed Pharmacy Drive-up  
Impact Assessment/Impact Statement**



- a. **Name(s) and address(es) of person(s) responsible for preparation** of the impact assessment and a brief statement of their qualifications.

*Mark Kastner, AIA  
Progressive AE  
1811 4 Mile Road NE  
Grand Rapids, Michigan 49525*

*State of Michigan registered architect employed by Progressive AE, consulting architects and engineers for Meijer, Inc.*

- b. **Map(s) and written description /analysis of the project site** including all existing structures, manmade facilities, and natural features. The analysis shall also include information for areas within 10 feet of the property. An aerial photograph or drawing may be used to delineate these areas.

***Response:** The existing developed site contains a Meijer retail store with related appurtenances (e.g. parking lot and drives) and was completed in 1999. The proposed project is to add a pharmacy drive-up to the existing store, including a small canopy addition as shown on the accompanying site plans. The proposed pharmacy drive-up use is consistent with use of the existing site, as well as that of surrounding properties. Existing natural features, utilities, grading, landscaping are not anticipated to be affected and therefore are intended to remain.*

- c. **Impact on natural features:** A written description of the environmental characteristics of the site prior to development and following development, i.e., topography, soils, wildlife, woodlands, mature trees (eight inch caliper or greater), wetlands, drainage, lakes, streams, creeks or ponds. Documentation by a qualified wetland specialist shall be required wherever the Township determines that there is a potential regulated wetland. Reduced copies of the Existing Conditions Map(s) or aerial photographs may accompany written material.

***Response:** As indicated above, the existing site has been previously developed for a Meijer retail store. Based on the minimal impact of the proposed pharmacy drive-up to the existing site, no effect is anticipated on the existing topography, wildlife, trees, landscaping, etc...*

- d. **Impact on stormwater management:** Description of measures to control soil erosion and sedimentation during grading and construction operations and until a permanent ground cover is established. Recommendations for such measures may be obtained from County Soil Conservation Service.

***Response:** Construction activities will include standard sedimentation control measures as required by the municipality. Due to the minimal nature of the proposed construction activities and their location in a previously developed area, minimal environmental control measures are anticipated to be required.*

- e. **Impact on surrounding land used:** Description of the types of proposed uses and other man made facilities, including any project phasing, and an indication of how the proposed use conforms or conflicts with existing and potential development patterns. A description shall be provided of any increases of light, noise or air pollution which could negatively impact adjacent properties.

***Response:** The proposed project is to add a single lane pharmacy drive-up and related small canopy addition to the existing Meijer store. A pharmacy drive-up is compatible with the current retail use of the existing site, as it would provide another convenience common in retail pharmacy business. The proposed drive-up will have no detrimental effects on the adjacent properties, due to the type of drive-up, the low usage volume anticipated, lack of offensive noise or odors, and the distance from adjacent properties. The added canopy light fixtures will be a low wattage cutoff light fixtures, which will also have no detrimental effect on adjacent properties.*

- f. **Impact on public facilities and services:** Describe the number of expected residents, employees, visitors, or patrons, and the anticipated impact on public schools, police protection and fire protection. Letters from the appropriate agencies may be provided, as appropriate.

***Response:** Due to the minimal size and location of the proposed drive-up, it's my understanding that the proposed pharmacy drive-up will be operated by the current pharmacy employees during normal pharmacy hours. Any increase in customers to the site would be minimal, due to the low volume use anticipated and the expectation that many users of the proposed pharmacy drive-up would be current store customers. No impact on public schools or police protection is expected. No impact on fire protection is expected, as no building addition is involved and existing fire lanes will be maintained.*

- g. **Impact on public utilities:** Describe the method to be used to service the development with water and sanitary sewer facilities, the method to be used to control drainage on the site and from the site, including runoff control during periods of construction. For sites service with sanitary sewer, calculations for pre- and post development flows shall be provided in comparison with sewer line capacity. Expected sewage rates shall be provided in equivalents to a single family home. Where septic systems are proposed, documentation or permits from the Livingston County Health Department shall be provided.

***Response:** The proposed project will not require any new utilities nor relocation of existing utilities. It is anticipated that the existing grading and storm drainage would be maintained. As indicated above, construction activities will include standard sedimentation control measures as required by the municipality. No changes to current water and sanitary usage levels are expected, as no building addition is planned.*

- h. **Storage and handling of any hazardous materials:** A description of any hazardous substances expected to be used, stored or disposed of on the site, The information shall describe the type of materials, location within the site and method of containment. Documentation of compliance with federal and state requirements, and a Pollution Incident Prevention Plan(PIPP) shall be submitted, as appropriate.

***Response:** The proposed project includes no storage or handling of hazardous materials.*



- i. **Impact on Traffic and Pedestrians:** A description of the traffic volumes to be generated based on national reference documents, such as the most recent edition of the *Institute of Transportation Engineers Trip Generation Manual*, other published studies or actual counts of similar uses in Michigan.

**Response:** Any increase to the current vehicular traffic counts to/from the existing site due to the proposed pharmacy drive-up would be minimal, due to the low volume of usage anticipated and the expected use of the drive-up by current store and/or pharmacy customers. As indicated on the accompanying Meijer "Pharmacy Drive-up Fact Sheet", the number of transactions at its pharmacy drive-up windows has averaged only approximately 28 per day. Even if considered entirely as additional trips to the current traffic count, the additional pharmacy drive-up traffic volume would be expected to be less than 1 percent of the current store vehicular traffic counts.

*Regarding pedestrian safety;*

- *Pedestrian traffic between the garden center and front store entry will continue to occur on the existing covered sidewalk adjacent to the building front wall, without needing to cross the proposed drive-up traffic.*
- *Drive-up vehicles exiting the drive-up will be facing pedestrians using the existing crosswalk at the main front entry, therefore providing the greater safety for pedestrians.*
- *Low vehicular speeds and the expected presence of pedestrians in this area of the store contribute to pedestrian safety.*
- *A rail has been added between the existing sidewalk and vehicles waiting in the drive-up, to provide increased protection for vehicles and pedestrians.*