

GENOA CHARTER TOWNSHIP BOARD
Regular Hearing
July 7th, 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. Request to approve minutes: 6-16-08
3. Request for approval for a proposal from ADT for the purchase of one (1) DVR security camera system at \$3,885.00.
4. Request for approval for the purchase of a wide format plotter at a cost of \$10,884.00 and a color printer at a cost of \$3,357.00
5. Request for approval of a contract extension with Waste Management.
6. Request for approval of site plan application, impact assessment and site plan for a proposed 16,877 sq.ft. ALDI Food Market located at 2250/2260 E. Grand River, Howell, Sec. 6, petitioned by Steven Swartz.

Approval of Regular Agenda:

7. Request for approval of a contract with Fonson Construction for work to be done on Whitehorse Drive at the cost of \$35,467.00.

Correspondence

Member Discussion

Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: July 7, 2008

TOWNSHIP GENERAL EXPENSES; Thru July 7, 2008	\$109,201.01
June 26, 2008 Quarterly Payroll	\$8,379.94
June 27, 2008 Bi-weekly Payroll	\$38,779.16
July 1, 2008 Monthly Payroll	\$11,226.46
OPERATING EXPENSES; Thru June 16, 2008	\$92,043.33
TOTAL:	<u>\$ 259,629.90</u>

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
24115	MI CHLOR	Michigan Chloride Sales LLC	06/12/2008	188.00
24116	Adamski	Janet Adamski	06/17/2008	25.00
24117	assenma	Robert Assenmacher	06/17/2008	25.00
24118	ASSENMAC	Diane G. Assenmacher	06/17/2008	25.00
24119	BATTIATA	Nancy Battiata	06/17/2008	25.00
24120	BaughnD	Donald Baughn	06/17/2008	25.00
24121	BEACHD	Diana Beach	06/17/2008	25.00
24122	Bhavsar	Janice Bhavsar	06/17/2008	25.00
24123	BillelCl	Clementine Billel	06/17/2008	25.00
24124	Binder	Donald Binder	06/17/2008	25.00
24125	BODALSKI	Mary Lynn Bodalski	06/17/2008	25.00
24126	BodalskR	Richard Bodalski	06/17/2008	25.00
24127	Bourdrea	Ida Mae Bourdreau	06/17/2008	25.00
24128	Brenna	Deborah Brennan	06/17/2008	25.00
24129	BRENNAN	Ann Brennan	06/17/2008	25.00
24130	conricod	Helen Conricode	06/17/2008	25.00
24131	COOLEY	Janet Ann COOLEY	06/17/2008	25.00
24132	DavisR	Richard Davis	06/17/2008	25.00
24133	DavisS	Shelagh Davis	06/17/2008	25.00
24134	DespotP	Patricia Despot	06/17/2008	25.00
24135	DespotW	William Despot	06/17/2008	25.00
24136	Doucette	Louis Doucette	06/17/2008	25.00
24137	FLAMMERS	Erika H. Flammersfield	06/17/2008	25.00
24138	FRASHEC	Cheryl Frasheski	06/17/2008	25.00
24139	FRASHEK	Kenneth Frasheski	06/17/2008	25.00
24140	GAWLEY	Judy Gawley	06/17/2008	25.00
24141	GODWIN	Carol Godwin	06/17/2008	25.00
24142	hipple	Joan Hipple	06/17/2008	25.00
24143	HODGEL	Lynette Hodge	06/17/2008	25.00
24144	HOGLE B	Betty Lu Hogle	06/17/2008	25.00
24145	HOGLE J	John M. Hogle	06/17/2008	25.00
24146	HolmesT	Thomas Holmes	06/17/2008	25.00
24147	HOWARDD	Danielle HOWARD	06/17/2008	25.00
24148	Jackson	Esther Ann Jackson	06/17/2008	25.00
24149	JonesC	Constance Jones	06/17/2008	25.00
24150	Kolinsk	Miriam Kolinski	06/17/2008	25.00
24151	Kolinski	Tom Kolinski	06/17/2008	25.00
24152	LADUKEJ	Jack La Duke	06/17/2008	25.00
24153	LADUKJA	Janet La Duke	06/17/2008	25.00
24154	Lewis	Barbara Lewis	06/17/2008	25.00
24156	MahalakC	Carolyn Mahalak	06/17/2008	25.00
24157	MahalakK	Keith Mahalak	06/17/2008	25.00
24158	Maher	Michelle M. MAHER	06/17/2008	25.00
24159	MateviaG	Gerald Matevia	06/17/2008	25.00
24160	MateviaJ	Joyce Matevia	06/17/2008	25.00
24161	Mcclure	Cecelia McClure	06/17/2008	25.00
24162	McGrath	Carol McGrath	06/17/2008	25.00
24163	NelsonD	Donna Nelson	06/17/2008	25.00
24164	NELSONG	Glenn Nelson	06/17/2008	25.00
24165	NEWTON P	Patricia Newton	06/17/2008	25.00
24166	Oglesbee	John Oglesbee	06/17/2008	25.00
24167	Poppy	Kathryn Poppy	06/17/2008	25.00
24168	quarrels	Stacy QUARRELS	06/17/2008	25.00
24169	RAWCLIFF	Linda RAWCLIFFE	06/17/2008	25.00
24170	RIETSCH	Pamela E. Rietsch	06/17/2008	25.00
24171	RINGUETT	Susan Ringuette	06/17/2008	25.00
24172	RISTO	TOM RISTO	06/17/2008	25.00
24173	ristoj	JONI L. RISTO	06/17/2008	25.00
24174	Ross	Judi A. Ross	06/17/2008	25.00
24175	RUFFC	Connie Ruff	06/17/2008	25.00
24176	RYNICKE	Antoinette Rynicke	06/17/2008	25.00
24177	SALYER E	Edith A. Salyer	06/17/2008	25.00

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
24178	Sapienza	Kristen Renee Sapienza	06/17/2008	25.00
24179	SapienzP	Paul Sapienza Jr.	06/17/2008	25.00
24180	Saunder	John Saunders	06/17/2008	25.00
24181	Schelosl	MARY SCHELOSKE	06/17/2008	25.00
24182	Sebastia	Paul Sebastian	06/17/2008	25.00
24183	SPANGL C	Kay Spangler	06/17/2008	25.00
24184	SPANGL P	Paul Spangler	06/17/2008	25.00
24185	STEELE	Bonnie Steele	06/17/2008	25.00
24186	StGermaM	Marie St. Germain	06/17/2008	25.00
24187	StGerMau	Maurice St. Germain	06/17/2008	25.00
24188	SwihartE	Eva C. Swihart	06/17/2008	25.00
24189	SwihartW	William D. Swihart	06/17/2008	25.00
24190	Vettrain	John Vettraino	06/17/2008	25.00
24191	WATSON V	Victor Watson	06/17/2008	25.00
24192	WilkinsC	Claudette Wilkinson	06/17/2008	25.00
24193	Witek	Karen Witek	06/17/2008	25.00
24194	Withorn	Margaret WITHORN	06/17/2008	25.00
24195	LIZAKSTE	STEVE LIZAK	06/17/2008	25.00
24196	Equitabl	Equivest Unit Annuity Lock Box	06/26/2008	20.00
24197	Administ	Total Administrative Services	07/01/2008	100.00
24198	Equitabl	Equivest Unit Annuity Lock Box	07/01/2008	20.00
24199	USTREASU	United States Treasury	07/01/2008	309.45
24200	Administ	Total Administrative Services	06/27/2008	357.67
24201	Equitabl	Equivest Unit Annuity Lock Box	06/27/2008	620.00
24203	SOM-TRE	State Of Mich- Dept Of Treasur	06/27/2008	3,271.14
24204	ADT	ADT Security Services, Inc.	06/27/2008	223.22
24205	ARCHINAL	Michael Archinal	06/27/2008	500.00
24206	AT&TLONG	AT&T Long Distance	06/27/2008	19.02
24207	ATT& IL	AT&T	06/27/2008	693.53
24208	BUS IMAG	Business Imaging Group	06/27/2008	413.22
24209	COMCAST	COMCAST	06/27/2008	94.03
24210	D&H ASPH	D & H Asphalt	06/27/2008	992.62
24211	Dyk	Dykema Gossett, PLLC	06/27/2008	51.00
24212	ELECTSOU	MC&E/ELECTION SOURCE	06/27/2008	171.84
24213	ESRI INC	Environmental Systems Research Inst.	06/27/2008	3,168.25
24214	FED EXPR	Federal Express Corp	06/27/2008	50.39
24215	HEIKKINE	Heikkinen Law Firm	06/27/2008	4,100.00
24216	HUMPHT	Tesha Humphriss	06/27/2008	500.00
24217	HURON RI	Huron River Watershed Council	06/27/2008	1,089.18
24218	JAPPAYA	George JAPPAYA	06/27/2008	605.00
24219	LCRC	Liv Cty Road Commission	06/27/2008	18,000.00
24220	Lizak	Jean Lizak	06/27/2008	25.00
24221	MASTER M	Master Media Supply	06/27/2008	864.17
24222	MESSING	Arnold Messing	06/27/2008	25.00
24223	Miller C	Miller,Canf,Paddock,&Stone,PLC	06/27/2008	33,357.31
24224	NAYH	Karen NAYH	06/27/2008	60.00
24225	Net serv	Network Services Group, L.L.C.	06/27/2008	3,131.90
24226	PFEFFER	Pfeffer, Hanniford, Palka	06/27/2008	25,500.00
24227	Rossba	Barbara Ross	06/27/2008	25.00
24228	SLOCUM	Jill Slocum	06/27/2008	25.00
24229	Tetra Te	Tetra Tech Inc	06/27/2008	5,641.96
24230	TRI COUN	Tri County Cleaning Supply Inc	06/27/2008	100.95
24231	Unum	Unum Provident	06/27/2008	1,022.65
24232	VanMarte	Kelly VanMarter	06/27/2008	32.82
24233	VERIZONW	Verizon Wireless	06/27/2008	620.35
24234	WALMART	Walmart Community	06/27/2008	87.46
24235	Yanick	Janine Yanick-Warner	06/27/2008	25.00
24236	DTE LAKE	DTE Energy	06/27/2008	158.88
24237	KELLER	Keller Well Drilling, Inc.	06/30/2008	285.00
24700	GT	Genoa Twp General Fund	06/07/2004	680.00

**First National
Direct Deposit
Quarterly Payroll
June, ¹⁰2008**

<u>Employee Name</u>	<u>Credit Amount</u>	<u>Debit Amount</u>
Adam Van Tassell	\$501.26	
Barb Figurski	\$939.85	
Christopher Grajek	\$591.04	
Dean Tengal	\$443.28	
Diana Lowe	\$443.28	
Doug Brown	\$1,219.02	
Genoa Township		\$7,062.68
H.J. Mortensen	\$295.52	
Joseph Perri	\$443.28	
Kevin Brady	\$591.04	
Michael Howell	\$609.51	
Steve Wildman	\$563.20	
Terri Olson	\$422.40	
Total Deposit	<u><u>\$7,062.68</u></u>	

EFT #: _____
Internet: _____
Date: _____

Accounts Payable
Computer Check Register



User: sue

Printed: 06/18/2008 - 16:03

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
9536	EFT-FED	EFT- Federal Payroll Tax	06/26/2008		88.56 489.80 489.80 114.55 114.55
Check 9536 Total:					1,297.26
24196	Equitabl	Equivest Unit Annuity Lock Box	06/26/2008		20.00
Check 24196 Total:					20.00
9537	FIRST NA	First National Bank	06/26/2008		6,049.24
Check 9537 Total:					6,049.24
Report Total:					7,366.50

C. GRAJEK - CK# 11858 - 591.04
T. OLSON CK# 11859 - 422.40

\$ 83,799.94

**First National
Direct Deposit
JUNE 27, 2008
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$1,003.67
Amy Ruthig		\$940.06
Angela Williams		\$706.47
Barb Kries		\$961.57
Carol Hanus		\$1,176.68
Cinthia Howard		\$678.26
Dave Estrada		\$946.59
Deborah Rojewski		\$2,170.87
Genoa Township	\$24,700.10	
Greg Tatara		\$2,199.48
Judith Smith		\$878.74
Karen J. Saari		\$902.85
Kelly VanMarter		\$2,008.83
Laura Mroccka		\$1,219.09
Mary Krencicki		\$757.84
Michael Archinal		\$2,386.41
Renee Gray		\$900.85
Robin Hunt		\$1,223.69
Susan Sitner		\$584.06
Tammy Lindberg		\$919.57
Tesha Humphriss		\$2,134.52
Total Deposit		\$24,700.10

EFT #: _____
INTERNET: _____
CHECK BOOK: _____

Accounts Payable
Computer Check Register



User: sue
Printed: 06/23/2008 - 11:50
Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
24200	Administ	Total Administrative Services	06/27/2008		357.67
				Check 24200 Total:	357.67
9545	AETNA LI	Aetna Life Insurance & Annuity	06/27/2008		25.00
				Check 9545 Total:	25.00
9546	EFT-FED	EFT- Federal Payroll Tax	06/27/2008		3,934.75 2,103.78 2,103.78 492.02 492.02
				Check 9546 Total:	9,126.35
9547	EFT-PENS	EFT- Payroll Pens Ln Pyts	06/27/2008		678.90
				Check 9547 Total:	678.90
24201	Equitabl	Equivest Unit Annuity Lock Box	06/27/2008		620.00
				Check 24201 Total:	620.00
9548	FIRST NA	First National Bank	06/27/2008		250.00 2,325.00 22,125.10

Check 9548 Total:

24,700.10

~~24203~~
~~24202~~ VOID
reissued

SOM-TRE State Of Mich- Dept Of Treasur 06/27/2008

~~3271.14~~
~~10,399.00~~

Check 24202 Total:

~~3271.14~~
~~10,399.00~~

Report Total:

~~38779.16~~
~~45,907.02~~

First National
Direct Deposit
July 1, 2008
Monthly Payroll

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Genoa Township	\$6,674.54	
Adam Van Tassel		\$508.55
Gary McCririe		\$1,741.75
H.J. Mortensen		\$249.34
Jean Ledford		\$625.04
Paulette Skolarus		\$2,903.57
Steve Wildman		\$316.80
Todd Smith		\$329.49
Total Deposit		<u>\$6,674.54</u>

Accounts Payable
Computer Check Register



User: SUE

Printed: 06/20/2008 - 13:14

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
24197	Administ	Total Administrative Services	07/01/2008		100.00
			Check 24197 Total:		100.00
9541	AETNA LI	Aetna Life Insurance & Annuity	07/01/2008		250.00
			Check 9541 Total:		250.00
9542	EFT-FED	EFT- Federal Payroll Tax	07/01/2008		2,029.04 668.66 668.66 156.39 156.39
			Check 9542 Total:		3,679.14
9543	EFT-PENS	EFT- Payroll Pens Ln Pyts	07/01/2008		193.33
			Check 9543 Total:		193.33
24198	Equitabl	Equivest Unit Annuity Lock Box	07/01/2008		20.00
			Check 24198 Total:		20.00
9544	FIRST NA	First National Bank	07/01/2008		6,624.54 50.00

Check 9544 Total:

6,674.54

24199

USTREASU United States Treasury

07/01/2008

309.45

Check 24199 Total:

309.45

Report Total:

11,226.46

3:48 PM
06/24/08

#592 OAK POINTE WATER/SEWER FUND
Payment Of Bills
June 11 - 24, 2008

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
06/16/2008	1058	MHOG	Reimburse MHOG for expenses	-834.19
06/17/2008	1059	G/O SWATH	Reimburse Lab Supplies	-2,790.30
06/19/2008	1060	AT & T	6/7 thru 7/6/08	-424.40
06/19/2008	1061	BRIGHTON ANALYTICAL LLC	lab costs	-485.00
06/19/2008	1062	CORRIGAN OIL COMPANY	high sulpher diesel	-4,184.86
06/19/2008	1063	DUBOIS COOPER ASSOCIATES INCORPORATE	Inv#100372	-928.40
06/19/2008	1064	DTE ENERGY	Electrical Expense 5/1 thru 5/30/08	-231.66
06/19/2008	1065	EAST JORDAN IRON WORKS	INV#3049111	-79.53
06/19/2008	1066	GALLOUP	INV#746363-00	-400.00
06/19/2008	1067	HESCO	Inv#1000468	-587.00
06/19/2008	1068	LIVINGSTON COUNTY DRAIN COMMISSSION	Inv#1694	-2,928.55
06/19/2008	1069	MICHIGAN CAT	Preventive Maintenance Inv#SD040345482	-1,585.51
06/19/2008	1070	PVS Nolwood Chemicals, Inc	Chemicals/Sewer	-813.80
06/19/2008	1071	SEVERN TRENT ENVIRONMENTAL SERVICES,	INV#(see breakdown)	-34,324.76
06/19/2008	1072	STANDARD ELECTRIC	supplies Inv#1739618-00	-9.95
06/19/2008	1073	TETRA TECH, INC.	#50166182	-400.00
06/19/2008	1074	VELOCITY PUMPS	Inv#161368	-650.00
06/24/2008	1075	USA Bluebook	Inv#614149	-110.92
06/24/2008	1076	POLLARD WATER	Inv#1226011IN	-312.51
TOTAL				-52,081.34

3:55 PM
06/24/08

#592 OAK POINTE-
Capital Improvement WATER/SEWER FUND
Payment Of Bills
June 11 - 24, 2008

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Split</u>	<u>Amount</u>
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No Checks Issued

3:45 PM
06/24/08

#593 LAKE EDGEWOOD W/S FUND

Payment Of Bills

June 11 - 24, 2008

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
06/17/2008	1320	G/O SWATH	Reimburse Lab Supplies	-630.00
06/17/2008	1321	G/O EXPANSION FUND	repairs and maintenance pump	-2,518.50
06/19/2008	1322	Brighton Analytical L.L.C.	lab costs	-201.00
06/19/2008	1323	CORRIGAN OIL CO.	delivery charge	-199.43
06/19/2008	1324	DUBOIS-COOPER ASSOCIATES	Inv#061208	-130.00
06/19/2008	1325	DTE Energy	Electric Service5/12 thru 6/10/08	-88.94
06/19/2008	1326	GENOA TOWNSHIP-ADMIN FEES	3/1 thru 5/31/08	-2,433.88
06/19/2008	1327	HARTLAND SEPTIC SERVICE	Inv#06070801	-2,612.50
06/19/2008	1328	LIVINGSTON COUNTY DRAIN COMMISSION	INV 1694	-889.20
06/19/2008	1329	PVS NOLWOOD CHEMICALS, INC	Inv#260362	-883.80
06/19/2008	1330	SEVERN TRENT ENVIRONMENTAL SERVICES,	Inv#2036605	-8,751.72
06/19/2008	1331	Tetra Tech MPS	Inv#50166180	-750.00
06/19/2008	1332	AT&T	6/7 thru 7/6/08	-264.75
TOTAL				-20,353.72

3:47 PM
06/24/08

#595 PINE CREEK W/S FUND

Payment Of Bills

June 11 - 24, 2008

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
06/19/2008	2023	GENOA-TWSP-ADMIN FEES	3/1/08 THRU 5/31/08	-3,220.31
TOTAL				-3,220.31

3:57 PM
06/24/08

#503 DPW UTILITY FUND
Payment Of Bills
June 11 - 24, 2008

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
06/16/2008	1053	U.S. POSTMASTER	Lake Edgewood & Pine Creek Qtr Bills	-128.26
06/19/2008	1054	ETNA SUPPLY		-14,235.00
06/19/2008	1055	HACH	INV#5745730	-403.52
06/19/2008	1056	Shell Fleet Plus	INV#065332306806	-650.40
06/19/2008	1057	HOWELL TRUE VALUE HARDWARE	INV#032270/032584/032589	-149.45
06/19/2008	1058	USABlueBook	INV#605474	-452.12
06/24/2008	1059	Master Media	55799/55765	-307.21
06/24/2008	1060	American Water Works Association	inv#2000646001Mem#00640394	-62.00
TOTAL				-16,387.96

3:58 PM
06/24/08

#504 DPW RESERVE FUND
Payment of Bills
June 11 - 24, 2008

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Split</u>	<u>Amount</u>
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No Checks Issued

GENOA CHARTER TOWNSHIP BOARD

Regular Meeting

June 16th, 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, Steve Wildman and Jim Mortensen. Also present were Township Manager Michael Archinal and three persons in the audience.

A Call to the Public was made with the following response: Doreen Beatty – I would like to sell fireworks at 444 E. Grand River in Genoa Township and am asking this board for approval. McCririe – Our Township Zoning Ordinance does not permit the seasonal sale of fireworks unless that merchandise is a product that is available within the existing business. Beatty asked if she could rent a store for three or four months and would that sale be allowed. McCririe asked that she take that matter up with the Township Manager Michael Archinal during normal business hours.

Approval of Consent Agenda:

Moved by Ledford, supported by Mortensen, to approve all items listed under the consent agenda with the exception of item three which will be moved to the regular agenda for discussion. The motion carried unanimously.

1. Payment of Bills

2. Request to approve minutes: 06/02/08

Approval of Regular Agenda:

Moved by hunt, supported by Ledford, to approve for action all items listed under the regular agenda as submitted. The motion carried unanimously.

3. Request for approval of a fire works display on Big Crooked Lake, July 5, 2008 with a rain day – Sunday July 6, 2008 by Pepper Bergin with the display being launched from the neighboring property owned by Rick Fischer (3751 Higherest).

Moved by Smith, supported by Wildman, to approve the request for a fire works display contingent upon the supplier accepting the return of any unused fire works. Further, the petitioner will provide a letter to that affect. The motion carried unanimously.

4. Consider approval of a request that the Michigan Department of Transportation install, “Genoa Charter Township” signs along Interstate 96 at our eastern and western jurisdictional boundaries.

Moved by Skolarus, supported by Smith, to approve the signage as requested along Interstate 96. The motion carried unanimously.

5. Discussion regarding future use of Township Hall property.

It was the consensus of the board that a sledding hill would be constructed along the south side of the Township Hall property. The project would primarily include the moving of dirt and the flattening of the area along the western boundary with a sidewalk access along Crooked Lake Road.

A negotiated contract with Waste Management was discussed. Waste Management has requested a three-year extension with a price freeze the first year and an allowance for diesel gasoline should it increase above \$6.00 per gallon.

The Blue Cross/Blue Shield Insurance for township employees will include a \$2,500.00 individual deductible and a \$5,000.00 family deductible with the township absorbing those costs and decreasing the monthly expense for insurance.

The regular meeting of the Genoa Charter Township Board was adjourned at 7:30 p.m.

Paulette A. Skolarus
Genoa Township Clerk

(Press/argus 06/20/08)

Memorandum

TO: Township Board

FROM: Michael C. Archinal, Township Manager

DATE: June 30, 2008

RE: July 7, 2008 Regular Board Meeting

-CONSIDER APPROVAL OF THE PURCHASE OF ONE (1) DVR SECURITY
CAMERA SYSTEM AT \$3, 885.00.

With the addition of the soccer fields and walking path around the Township Hall, Staff is recommending the current digital video recorder security system be upgraded to allow for larger storage and more cameras. The current digital recorder would then be shifted to the Utility Department for use at the Genoa-Oceola plant which has experienced recent vandalism including broken plant gates and locks and cut fences.

**“MOVE TO APPROVE A PROPOSAL FROM ADT FOR THE
PURCHASE OF ONE (1) DVR SECURITY CAMERA SYSTEM AT
\$3, 885.00**

cc: correspondence

Memorandum

TO: Michael C. Archinal, Township Manager

FROM: Tesha Humphriss, Township Engineer
Kelly VanMarter, Township Planner
Adam VanTassell

DATE: June 27, 2008

RE: July 7, 2008 Regular Board Meeting

-CONSIDER APPROVAL OF THE PURCHASE OF 1 NEW LANIER LW-324
WIDE FORMAT PLOTTER AT THE COST OF \$10, 884.00

-CONSIDER APPROVAL OF THE PURCHASE OF 1 NEW LANIER LP440c
COLOR PRINTER WITH CABINET STAND AT THE COST OF \$3, 357.00.

With the addition of the Township Engineer position and the growing needs of the Township, Staff is recommending the purchase of a wide format plotter. A wide format plotter will service the many needs of the Township Staff that are currently outsourced, including:

- (1) The Engineer and the Utility Department will utilize the plotter to archive existing and future projects (i.e. water and sewer districts). Currently scanning of existing plans is outsourced, and this could be done in-house.
- (2) There are numerous times when the Utility Department needs 1 or 2 full size sheets of existing as-builts. Having the ability to plot these in house would preserve the quality of the field copies of as-builts and would save us money as we currently outsource the plotting of these sheets.
- (3) Planning and Engineering will use the plotter to print full size plans from our consultants. Currently the largest size staff can print is 11 x 17, whereas most plans are drawn at 24 x 36. In addition, the 11 x 17 drawings are not to scale, and there is a large benefit to be able to plot to scale drawings in house.
- (4) All departments can utilize the plotter to make full size copies of plans for our residents. Currently if a resident wants a copy of a full size drawing, staff must make numerous copies of portions of the sheet and tape it together.
- (5) Planning and Engineering will use the plotter to distribute as-built drawings to developers engineers. Developer Engineers need the as-builts for development of a site plan, and the distribution of these plans is currently outsourced.
- (6) Engineering will utilize the plotter to plot to scale areas of the Township from GIS. This will assist in the overall conceptual design of Township projects. Specifically having full size drawings will assist the Engineer in determining drainage districts, measuring lengths/widths of roads, conceptual roadway design, conceptual utility design, and generating conceptual profile views of proposed utilities.
- (7) The Assessing Department will be able to streamline the storage of existing and future blueprints and make these records accessible for review by Staff and possibly online in

the near future. The Assessing Department will also be able to preserve the Township Plat Maps, some of which are original documents from the early 20th century.

- (8) Planning will use the plotter to process incoming site plans for easier access for review by the Engineer, Planning Commission and Township Board members. In addition, the Planning Department will be able to streamline storage of existing site plans.

In addition to the wide format plotter, Staff is recommending a color printer. The color printer would be used in conjunction with the wide format plotter to render professional quality drawings. This would replace our current color printer which is barely adequate for current needs and would be overwhelmed by the demands the wide format plotter would bring.

“MOVE TO APPROVE A PROPOSAL FROM AMERICAN IMAGING FOR THE PURCHASE OF ONE (1) NEW LANIER LW-324 WIDE FORMAT PLOTTER AT THE COST OF \$10, 884.00

“MOVE TO APPROVE A PROPOSAL FROM AMERICAN IMAGING FOR THE PURCHASE OF ONE (1) NEW LANIER LP440c COLOR PRINTER WITH CABINET STAND AT THE COST OF \$3, 357.00”

cc: correspondence



PROPOSAL

GENOA TOWNSHIP

2911 Dorr Rd
Brighton, MI 48114

Presented by:

Michael A. Ooink
Print Management Specialist
American Imaging Inc
810-220-5800

Copy | Print | Fax | Scan

LANIER

American Imaging Inc

2150 Pless Dr
Suite 11
Brighton, MI 48114

810-220-5800
Fax: 810-220-5858
Email: mooink@american-imaging.com
Website: www.american-imaging.com

June 26, 2008

Mike Archanel

**Genoa Township
2911 Dorr Rd
Brighton, MI 48114**

Dear Mike Archanel,

Thank you for the opportunity to present this proposal for a new Lanier Imaging System.

In the following sections of this document, you will find a review of the critical requirements we have discussed, along with details on the proposed solution we are offering.

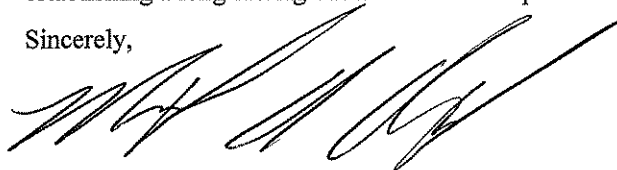
At American Imaging Inc, we are very proud of our reputation for excellent customer service and support, as well as our industry-leading systems that are helping clients achieve new levels of productivity in the workplace. This proposal is just one indication of our commitment to helping each client identify their specific needs, then fill those requirements with the right systems and services to make their office function better.

Because a digital imaging system represents a significant investment, it is important to know that you are making the right choice of both equipment and vendor. We are proud to offer office solutions from Lanier, a respected name in document technology. Founded in 1934, Lanier established early on the importance of designing solutions to meet their customers' specific needs.

I will be in touch with you shortly to review the contents of this proposal. In the meantime, do not hesitate to contact me at 810-220-5800 if you have any immediate questions.

Once again thank you for the opportunity to present this offer to you. I look forward to settling any last questions and establishing a long-lasting business relationship between your company and our dealership.

Sincerely,



Michael A. Ooink
Print Management Specialist

Quotation Number

The following Quotation Number(s) is (are) based on the specific imaging system requirements that we have assessed for Genoa Township, as outlined in this proposal.

Quote Number: 1

The Lanier Solution

In response to the requirements outlined above, American Imaging Inc is proud to propose the following system(s) LANIER LW324 or LW326 for your office environment:

System Benefits

The Lanier system presented in this proposal provides Genoa Township with the diverse benefits that arise from its advanced digital, multifunction design. Here are some key benefits to keep in mind as you evaluate this offer:

Lanier LW324 Wide Format System

Copy Benefits

- The Lanier LW324 is a compact, convenient Wide Format MFP with a speed of 4 copies/prints/scans per minute that fits your budget and your floor plan
 - Maintain a small, single footprint and easily handle the most common file formats with the embedded printer option
 - Reproduce copies that have the quality of an original. Simply select the type of the original—Text/Photo, Drawing or Special—and the Lanier LW324 automatically adjusts to produce sharp, clear output
 - Produces clear, crisp lines and text with outstanding 600 x 600 dpi resolution and 256 Gray Scale
 - Print on a variety of paper stocks and sizes, and even print/scan/copy up to 49 feet
 - Exceptional, intuitive control panel, with Standard and Simplified set-up, provides simple walk up copying and easy-to-use features similar to most Lanier MFPs keep learning time to a minimum
 - For printing or scanning, choose either the Embedded Function Options (GW Controller) or the External Controller RW-3600 based on business needs
 - Seamless network integration is made possible with the host of versatile connectivity options, including 1000 Base TX and 802.11b Wireless
 - Sophisticated functionality such as the E-Mail Address Search via LDAP (Lightweight Directory Access Protocol) and WebImageMonitor/Smart Device Monitor (Remote access to the LW324) allows users to customize settings directly from their PC
 - Quickly and easily store/view/retrieve documents on the standard 80GB hard drive Document Server for up to 180 days
-

- Put your mind at ease with intelligent security solutions User Code Authentication, SSL Support, Data Overwrite Security System (DOSS), Encrypted PDF and more
- An environmentally friendly design has minimum ozone emissions and low operating noises that comply with the EPA's Energy Star Program

Single Solution Benefits

When you think of wide format document production, the words "small space" don't usually come to mind. Until you discover the Lanier LW324 & LW326 wide format systems which allows you to print up to 4ppm/6ppm (D-size). Digital imaging technology means you can securely print, copy, scan, distribute and archive with one surprisingly compact unit. Saving space is great. Saving time is even better.

- Maintain a small, single footprint and easily handle the most common file formats with the embedded printer option
- Reproduce copies that have the quality of an original. Simply select the type of the original—Text/Photo, Drawing or Special—and it automatically adjusts to produce sharp, clear output
- Produces clear, crisp lines and text with outstanding 600 x 600 dpi resolution and 256 Gray Scale
- Print on a variety of paper stocks and sizes, and even print/scan/copy up to 49 feet
- Exceptional, intuitive control panel, with Standard and Simplified set-up, provides simple walk up copying and easy-to-use features similar to most Lanier MFPs keep learning time to a minimum

Lanier LW326 Wide Format System

Copy Benefits

- The Lanier LW326 is a compact, convenient Wide Format copier with a speed of 6 copies/prints/scans per minute that fits your budget and your floor plan
- Maintain a small, single footprint and easily handle the most common file formats with the embedded printer option
- Reproduce copies that have the quality of an original. Simply select the type of the original—Text/Photo, Drawing or Special—and the Lanier LW326 automatically adjusts to produce sharp, clear reproductions
- Uses Electro-photographic printing processes for Copying and Printing
- Produces clear, crisp lines and text with outstanding 600 x 600 dpi resolution and 256 Gray Scale
- Print on a variety of paper stocks and sizes, and even print/scan/copy up to 49 feet
- Exceptional, intuitive control panel, with Standard and Simplified set-up, provides simple walk up copying and easy-to-use features similar to most Lanier MFPs keep learning time to a minimum
- Offers either the Embedded Function Options (GW Controller) or the External Controller RW-3600 as a Print/Scan options based on your business needs
- Seamless network integration is made possible with the host of versatile connectivity options, including 1000 Base TX and 802.11b Wireless

- Sophisticated functionality such as the E-Mail Address Search via LDAP (Lightweight Directory Access Protocol) and WebImageMonitor/Smart Device Monitor (Remote access to the LW326) allows users to customize settings directly from their PC
- Quickly and easily store/view/retrieve documents on the standard 80GB hard drive Document Server for up to 180 days
- Put your mind at ease with intelligent security solutions like User Code Authentication, SSL Support, Data Overwrite Security System (DOSS), Encrypted PDF and more
- An environmentally friendly design has minimum ozone emissions and low operating noises that comply with the EPA's Energy Star Program

Single Solution Benefits

When you think of wide format document production, the words "small space" don't usually come to mind. Until you discover the Lanier LW324 & LW326 wide format systems which allows you to print up to 4ppm/6ppm (D-size). Digital imaging technology means you can securely print, copy, scan, distribute and archive with one surprisingly compact unit. Saving space is great. Saving time is even better.

- Maintain a small, single footprint and easily handle the most common file formats with the embedded printer option
- Reproduce copies that have the quality of an original. Simply select the type of the original—Text/Photo, Drawing or Special—and it automatically adjusts to produce sharp, clear output
- Produces clear, crisp lines and text with outstanding 600 x 600 dpi resolution and 256 Gray Scale
- Print on a variety of paper stocks and sizes, and even print/scan/copy up to 49 feet
- Exceptional, intuitive control panel, with Standard and Simplified set-up, provides simple walk up copying and easy-to-use features similar to most Lanier MFPs keep learning time to a minimum

LP332cD Color Laser Printer

Print Benefits

- The LP332cD's laser color technology delivers fast color imaging speed (28 ppm color after 12-sec. First Print Out, 32 ppm black and white after 11-sec. First Print Out) and consistent, high-quality print resolution
- Save time and money – The LP332cD's in-house document finishing eliminates the need for inconvenient and expensive outsourcing
- New Lower Printing Costs. The LP332cD printer offers lower printing costs, competitive with today's copier based solutions with the strength and versatility to more than 70% of the pages in color
- Lanier LP332cD's imaging speeds don't slow down, even in duplex mode
- Standard 2 x 500 sheets plus 100-sheet bypass tray and 256 MB; Duplex is standard; 40GB Hard Disk Drive is optional. Can upgrade to additional paper options to include: 1x 500, 2 x 500, or 2,000 sheet tray input. Sheet Finisher or Booklet Finisher are also available

- Enhance your versatility, reliability and productivity – The LP332cD supports a variety of paper stock weights and sizes simultaneously, including labels, letter, index stock and specialty papers up to 49.6" long (with optional RPCS driver)
- PDF Direct Print feature reduces large file transfers—from the client PC, so you transfer the compact Acrobat PDF file directly to the LP332cD
- The LP332cD is network-ready and available with a comprehensive set of administrative and integration tools for systems administrators and users so they can deploy, monitor, and troubleshoot all the Lanier devices on the network in real time – freeing up the IT department for more mission-critical functions
- The LP332cD offers wireless connectivity options (IEEE 802.11b and Bluetooth) not available on competitive models

Single Solution Benefits

Isn't it wonderful when your print job is done before you even reach the printer? It's even better when you know all that blazing speed—and brilliant color—come at a very affordable price. The Lanier LP332cD is a simply remarkable laser printer that delivers dazzling color as well as cost-effective productivity for everyone in your office. And it doesn't stop there. The LP332cD gives you seamless networking abilities and options such as expandable paper capacities as well as advanced finishing and scanning capabilities. Now, achieving more in less time is easier than ever.

- Speed up the printing process with 28 ppm color and 32 ppm black & white—with identical speeds in standard duplex mode
- Lower the cost of ownership—the LP332cD's cost-per-print is among the lowest of any color printer in its class
- Make valuable connections—seamless connectivity with all major platforms and network protocols, including TCP/IP, Novell IPX/SPX, AppleTalk and NetBEUI
- Think big and create dazzling presentations and reports on a variety of paper stocks with sheet sizes up to 12" x 18"
- Custom configure to suit your needs—from the standard 2 x 500 sheet feeder up to an optional maximum of 3,100–page total paper capacity
- Eliminate data theft with SmartDeviceMonitor encryption that secures your documents and protects sensitive or proprietary information

LP440c Color Laser Printer

Print Benefits

- One solution for many needs – Discover the one color laser printer designed to handle virtually any job for anyone in your office
- Exceptional versatility – From standard business documents to booklets, brochures, flyers and direct mail pieces, this system does it all
- Outstanding image quality – Powerful 4-bit engine technology delivers 9,600 x 600 dpi interpolated with precise registration for sharp images, smooth gradations and exceptional hue
- Vivid colors – Patented PxP™ Toner technology and color matching capability provide rich, bright colors, crisp, clear text and superior definition

- High-speed productivity – Print color, black & white, mixed or duplex documents all at the same rapid speed of 40 pages-per-minute
- Quick start-up times – Near instant readiness and fast color calibration help everyone get their jobs out fast
- Media Flexibility – Choose paper sizes up to 12" x 18", paper stock up to 140 lb. Index, and up to 90 lb. Index when duplexing
- Advanced finishing options include stapling, hole punching, and booklet production capabilities
- Eliminate the high cost of outsourcing – Print full-color, graphic-intensive files in-house and produce a wide range of professional-quality documents at a fraction of the cost
- Cost-effective printing – Low cost-per-page makes color affordable for every job. And extremely low cost of black & white copies makes your total cost of ownership a bargain
- Uninterrupted efficiency – 3,200-sheet paper capacity lets you run job after job without refilling paper trays
- Print PDFs fast – Use our PDF Direct Print capability and prevent time-consuming network congestion
- Print high-quality photos directly from a Pictbridge™ enabled digital camera

General Benefits

- Remote control – Give users and administrators convenient desktop access to the system with the our user-friendly Web-based remote operations panel
- Local access – Store frequently printed documents and additional fonts right on the device
- E-mail alerts notify users and administrators when the printer needs attention or supplies are low
- Advanced security features like data encryption capabilities, allow you to control access to system functions and protect sensitive information from being shared
- Superior energy and supply-saving features help you minimize costs and reduce power consumption
- Build a system that's just right for you – Choose from a wide range of features and capabilities to design a system that meets your needs and your budget

Single Solution Benefits

Looking for a color laser printer that does it all? Here's a single solution for your demanding digital environment. Print dramatic, high-quality color images, black & white, mixed documents, even duplex copies at a speed of 40 pages-per-minute. Print on a wide range of paper sizes and stocks. Slash the high cost of outsourcing and produce your own sophisticated booklets, brochures and direct mail pieces in-house. Ideal for the graphics-intensive office, this system is powerful, versatile and reliable.

- Whatever the job, here's a system everyone can rely on for exceptional speed and productivity
- Powerful 4-bit engine technology delivers 9,600 x 600 dpi interpolated with precise registration for sharp images, smooth gradations and exceptional hue

- Patented PxP™ Toner technology and color matching capability provide rich, bright colors, crisp, clear text and superior definition
- Choose paper sizes up to 12" x 18", paper stock up to 140 lb. Index, and up to 90 lb. Index when duplexing
- Finishing options include stapling, hole punching, and booklet production capabilities
- 3,200-sheet paper capacity lets you run job after job without refilling paper trays
- Low cost-per-page makes color affordable for every job. And the low cost of black & white copies makes your cost of ownership a bargain
- Advanced security features like data encryption capabilities allow you to control access to system functions and protect sensitive information from being intercepted

Connected Systems Make Everything Work Simpler, Easier and Faster

Today's office is driven by a growing demand for productivity and information sharing. That's why Lanier products are engineered for easy network connection, making it simpler than ever for you to create efficient workflow strategies and more cost-effective document output processes.

Network connectivity means that your Lanier system can be installed on your office network. With that simple connection, you can instantly put powerful new document creation, management and output functions online — such as desktop faxing, cost-effective multi-copy document production, inline document finishing, or affordable high-speed color printing. Features like document collation and cover sheet insertion, typically associated with a copier, can become available at time of initial document output so you can create ready-to-use sets of sorted, covered, stapled documents easier and faster than ever.

Lanier systems install on the network easily and are compatible with all major network operating systems. Powerful network administration tools simplify system configuration and management. Plus, Lanier's digital output technology delivers all this functionality at lower per page costs than traditional single function devices.

Networking Lanier's digital multifunction technology also opens the door to many unique imaging capabilities that can help you better manage the complete document lifecycle. For example, with systems like GlobalScan, you can scan in documents at high speed, sending the scans to your desktop, your e-mail, networked folders or even across the Internet to other e-mail addresses or Web-based storage systems.

The bottom line — Lanier connectivity and multifunctional versatility add up to systems that work as hard as you do!



QUOTATION

LANIER

Quotation Date: 6/26/2008
Quotation #: 1

Bill to Information

Genoa Township
2911 Dorr Rd
Brighton, MI 48114
Attn: Mike Archanel

Ship to Information

Genoa Township
2911 Dorr Rd
Brighton, MI 48114
Attn: Mike Archanel

Lanier LW324 Wide Format System

Includes 80GB Hard Disk Drive, 10/100baseT Network Interface board and USB 2.0 Interface.

LINE ITEM	QTY	PRODUCT CODE	ITEM DESCRIPTION	MSRP	UNIT PRICE	PURCHASE PRICE
1	1	LW324	Lanier LW324 Wide Format System	\$ 11,298.00	\$ 6,156.00	\$ 6,156.00
2	1	412702	Roll Feeder Type A (1 roll)	\$ 2,120.00	\$ 1,549.00	\$ 1,549.00
3	1	412708	Paper Cassette Type 240	\$ 418.00	\$ 269.00	\$ 269.00
4	1	003216MIU	Printer Option Type W3600	\$ 2,885.00	\$ 1,556.00	\$ 1,556.00
5	1	413707	Scanner Option Type W3600	\$ 1,924.00	\$ 1,038.00	\$ 1,038.00
6	1	412823	File Format Converter Type C	\$ 600.00	\$ 316.00	\$ 316.00
				\$ 19,245.00		
Total System Cost						\$ 10,884.00



Quotation Date: 6/26/2008
 Quotation #: 1

Bill to Information

Genoa Township
 2911 Dorr Rd
 Brighton, MI 48114
 Attn: Mike Archanel

Ship to Information

Genoa Township
 2911 Dorr Rd
 Brighton, MI 48114
 Attn: Mike Archanel

Lanier LW326 Wide Format System

Includes 80GB Hard Disk Drive, 10/100baseT Network Interface board and USB 2.0 Interface.

LINE ITEM	QTY	PRODUCT CODE	ITEM DESCRIPTION	MSRP	UNIT PRICE	PURCHASE PRICE
1	1	LW326	Lanier LW326 Wide Format System	\$ 14,000.00	\$9,173.00	\$ 9,173.00
2	1	412702	Roll Feeder Type A (1 roll)	\$2,120.00	\$1,549.00	\$ 1,549.00
3	1	412708	Paper Cassette Type 240	\$ 418.00	\$ 269.00	\$ 269.00
4	1	003216MIU	Printer Option Type W3600	\$2,885.00	\$1,556.00	\$ 1,556.00
5	1	413707	Scanner Option Type W3600	\$1,924.00	\$1,038.00	\$ 1,038.00
6	1	412823	File Format Converter Type C	\$ 600.00	\$ 316.00	\$ 316.00
				\$21,947.00		
Total System Cost						\$13,901.00

INSTALLATION CHARGES

setup Training	Installation Charges (Includes Installed Accessories)	Included
----------------	-------------------------------------------------------	----------

MAINTENANCE OPTIONS

DESCRIPTION	COPY ALLOWANCE	BASE CHARGE
Total Maintenance includes all labor, parts, drum, pm's, and toners.	Unlimited	.14 per D Size
Billed quarterly per usage for either system we decide on.		



LANIER

Quotation Date: 6/26/2008
Quotation #: 1

Bill to Information

Genoa Township
2911 Dorr Rd
Brighton, MI 48114
Attn: Mike Archanel

Ship to Information

Genoa Township
2911 Dorr Rd
Brighton, MI 48114
Attn: Mike Archanel

LP332cD Color Laser Printer

Includes starter toner cartridges. Yield 12,000 Black, 5,000 Color. The LP332cD includes 1,100 sheet paper supply, 256MB RAM, Duplex, Ethernet, and USB Connectivity.

LINE ITEM	QTY	PRODUCT CODE	ITEM DESCRIPTION	MSRP	UNIT PRICE	PURCHASE PRICE
1	1	LP332cD	LP332cD Color Laser Printer	\$3,795.00	\$3,036.00	\$ 3,036.00
2	1	402373	FAC28 Cabinet	\$ 180.00	\$ 180.00	\$ 180.00 115.00
				\$3,975.00		
Total System Cost						\$3,216.00



LANIER

Quotation Date: 6/26/2008
Quotation #: 1

Bill to Information

Genoa Township
2911 Dorr Rd
Brighton, MI 48114
Attn: Mike Archanel

Ship to Information

Genoa Township
2911 Dorr Rd
Brighton, MI 48114
Attn: Mike Archanel

LP440c Color Laser Printer

40-ppm for color and monochrome prints. Mainframe includes 2 x 550-sheet Paper Tray, 100-sheet Bypass Tray, 256MB RAM, 40GB Hard Disk Drive and integrated Duplex. Ships with Starter Toner that yields 10K prints for monochrome and 8K for color. □

LINE ITEM	QTY	PRODUCT CODE	ITEM DESCRIPTION	MSRP	UNIT PRICE	PURCHASE PRICE
1	1	LP440c	LP440c Color Laser Printer	\$3,999.00	\$3,199.00	\$ 3,199.00
2	1	402849	FAC35 Cabinet Stand	\$ 175.00	\$ 175.00	\$ 175.00 158.00
				\$4,174.00		
Total System Cost						\$3,374.00

INSTALLATION CHARGES

Setup Training	Installation Charges (Includes Installed Accessories)	Included
----------------	-------------------------------------------------------	----------

MAINTENANCE OPTIONS

DESCRIPTION	COPY ALLOWANCE	BASE CHARGE
Total Maintenance includes all labor, parts, drum, pm's, and toners.	Unlimited	.012 black
		.065 per color
Billed quarterly per usage for either system we decide on.		



LANIER

Quotation Date: 6/26/2008
Quotation #: 1

Bill to Information

Genoa Township
2911 Dorr Rd
Brighton, MI 48114
Attn: Mike Archanel

Ship to Information

Genoa Township
2911 Dorr Rd
Brighton, MI 48114
Attn: Mike Archanel

Thank you for the opportunity to quote on the Lanier product(s) listed in this Quotation. This Quotation includes pricing for: Lanier LW324 Wide Format System, Lanier LW326 Wide Format System, LP332cD Color Laser Printer and LP440c Color Laser Printer. Your total system price for all quoted products, exclusive of taxes, installation charges, consumables, and maintenance options, is listed below.

ITEM DESCRIPTION	QTY	PURCHASE PRICE
Model:		
Lanier LW324 Wide Format System	1	\$6,156.00
Accessories:		
Roll Feeder Type A (1 roll)	1	\$1,549.00
Paper Cassette Type 240	1	\$269.00
0	0	\$0.00
Printer Option Type W3600	1	\$1,556.00
Scanner Option Type W3600	1	\$1,038.00
File Format Converter Type C	1	\$316.00
Model:		
Lanier LW326 Wide Format System	1	\$9,173.00
Accessories:		
Roll Feeder Type A (1 roll)	1	\$1,549.00
Paper Cassette Type 240	1	\$269.00
0	0	\$0.00
Printer Option Type W3600	1	\$1,556.00
Scanner Option Type W3600	1	\$1,038.00
File Format Converter Type C	1	\$316.00
Model:		
LP332cD Color Laser Printer	1	\$3,036.00
Accessories:		
FAC28 Cabinet	1	\$180.00
Model:		
LP440c Color Laser Printer	1	\$3,199.00
Accessories:		
FAC35 Cabinet Stand	1	\$175.00

ORDERING INFORMATION

Submit Order To:

Michael A. Ooink
American Imaging Inc
2150 Pless Dr
Suite 11
Brighton , MI 48114 Livingston
Phone: 810-220-5800
Fax: 810-220-5858
E-Mail: mooink@american-imaging.com

THIRD ADDENDUM TO CONTRACT FOR REFUSE REMOVAL

This Third Addendum to Contract for Refuse Removal ("Third Addendum") is made and entered into as of the 31st day of July, 2008 by and between Genoa Township, a Michigan municipal corporation ("Township") and Waste Management of Michigan, Inc., a Michigan corporation ("WMM").

1. Statement of Purpose.

The parties entered into a Contract for Refuse Disposal dated August 19, 1998, which was amended by a First Addendum dated July 20, 1999 and a Second Addendum dated as of July 1, 2003 (collectively, the "Contract").

The term of the Contract expires on July 31, 2008, and the parties desire to extend the term for an additional three (3) year period, through July 31, 2011. The parties further desire to amend certain of the terms and conditions of the Contract, in accordance with the terms set forth below.

In consideration of the mutual benefits set forth herein, the parties hereby agree as follows:

2. Term.

Paragraph 1 of the Contract is hereby rewritten in its entirety, and shall read as follows:

(a) The term of this Contract shall be for a period of three years, commencing August 1, 2008 and continuing through July 31, 2011.

(b) This Agreement may be extended for an additional two-year period of time, by execution of an addendum to the Contract. In addition, the parties may elect to extend the term of the Contract for additional periods of time, upon mutual execution of an addendum to the Contract.

3. Contract Price and Adjustments.

Paragraph 2 of the Contract is hereby rewritten in its entirety, and shall read as follows:

(a) The Township agrees to pay WMM and WMM agrees to accept, in full consideration of the services rendered, the following rates:

8/1/08 - 7/31/09:	\$ 9.97 per month per unit
8/1/09 - 7/31/10:	\$10.17 per month per unit
8/1/10 - 7/31/11:	\$10.37 per month per unit

(b) Each January 1 and July 1, commencing July 1, 2008, the residential unit count will be updated to reflect additions and/or deletions to the number of units, for purposes of calculating future billings.

(c) WMM shall, on a monthly basis, calculate the diesel fuel surcharge based upon the Fuel Adjustment Factor, which is determined as follows.

(i) Effective the August 2008 billing month, at the end of each billing month, a Fuel Adjustment Factor shall be calculated based upon increases in the average price of diesel fuel (taking the average of the four most recently reported weekly figures), as reported weekly by the Energy Information Administration of the U.S. Department of Energy as Midwest PADD II, or any successor index (which average shall be referred to as the "Base Rate"), above or below a base rate of \$4.25 per gallon ("Base Rate").

(ii) The Index Rate is currently found at the following website:
http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp

(iii) For each \$.04 Fuel Adjustment increase above or below the Base Rate in a given month, the unit rate will increase by \$.01 per home per month.

(iv) WM shall issue a statement each six months, beginning January 1, 2009, covering the Fuel Adjustment Factors for the previous six-month period for months where fuel falls above \$4.25 per gallon. In the event the Township is obligated to provide an additional payment, it shall do so within 30 days from receipt of the statement.

(v) In the event the Base Rate exceeds the following levels during the following periods of time:

2008-2009: \$5.00
2009-2010: \$5.50
2010-2013: \$6.00

there shall be no adjustment in the unit rates above such levels, subject to following.

(vi) In the event the Index Rate exceeds \$6.00 per gallon at any time during the term of the Agreement, WMM shall so notify the Township in writing. The parties shall have 30 days from the date of Township's receipt of such notice to attempt in good faith to negotiate an appropriate unit rate adjustment. If agreement cannot be reached within such 30-day period, the Contract shall automatically terminate 60 days following the expiration of the 30-day negotiation period.

(vii) Any new or imposed local, state or federal governmental fees relating to the disposal or transportation of solid waste shall be passed onto the Township by WM with 30 days written notice with proof of such increase.

4. **Ratification.**

The terms of the Contract, as amended by the terms of this Third Addendum, is hereby ratified and affirmed, and shall remain in full force and effect.

This Third Addendum is entered into on the date set forth above by the duly authorized representatives of the parties.

GENOA TOWNSHIP

**WASTE MANAGEMENT OF
MICHIGAN, INC.**

By: _____

By: _____

Title: _____

Title: _____

Genoa Township/WM Schedule for 1 Cent Increase for Every 4 Cents Increase/Decrease in Fuel Cost

EXAMPLE CFP, MONTHLY CFP BASED ON ACTUAL EAI/DOE web site, MONTHLY DIESEL FUEL RATE

CFP*	BFP	Diff	Base Rate/Unit/Mo.	Rate/Unit/Mo. w/Fuel	Base Mo. Bill	Mo. Bill w/Fuel	Example Monthly Fuel Surcharge
EXAMPLE \$4.25	\$4.25	\$0.00	\$ 9.97	\$ 9.97	\$ 67,796.00	\$ 67,796.00	\$ -
EXAMPLE \$4.35	\$4.25	\$0.10	\$ 9.97	\$ 10.00	\$ 67,796.00	\$ 67,986.00	\$ 170.00
EXAMPLE \$4.45	\$4.25	\$0.20	\$ 10.17	\$ 10.22	\$ 69,156.00	\$ 69,496.00	\$ 340.00
EXAMPLE \$4.55	\$4.25	\$0.30	\$ 10.37	\$ 10.45	\$ 70,516.00	\$ 71,026.00	\$ 510.00
EXAMPLE \$4.65	\$4.25	\$0.40	\$ 10.37	\$ 10.47	\$ 70,516.00	\$ 71,196.00	\$ 680.00
EXAMPLE \$4.75	\$4.25	\$0.50	\$ 10.37	\$ 10.50	\$ 70,516.00	\$ 71,366.00	\$ 850.00
EXAMPLE \$4.85	\$4.25	\$0.60	\$ 10.37	\$ 10.52	\$ 70,516.00	\$ 71,536.00	\$ 1,020.00
EXAMPLE \$4.95	\$4.25	\$0.70	\$ 10.37	\$ 10.55	\$ 70,516.00	\$ 71,706.00	\$ 1,190.00
EXAMPLE \$5.00	\$4.25	\$0.75	\$ 10.37	\$ 10.56	\$ 70,516.00	\$ 71,791.00	\$ 1,275.00
EXAMPLE \$5.10	\$4.25	\$0.85	\$ 10.37	\$ 10.58	\$ 70,516.00	\$ 71,961.00	\$ 1,445.00
EXAMPLE \$5.20	\$4.25	\$0.95	\$ 10.37	\$ 10.61	\$ 70,516.00	\$ 72,131.00	\$ 1,615.00
EXAMPLE \$5.30	\$4.25	\$1.05	\$ 10.37	\$ 10.63	\$ 70,516.00	\$ 72,301.00	\$ 1,785.00
EXAMPLE \$5.40	\$4.25	\$1.15	\$ 10.37	\$ 10.66	\$ 70,516.00	\$ 72,471.00	\$ 1,955.00
EXAMPLE \$5.50	\$4.25	\$1.25	\$ 10.37	\$ 10.68	\$ 70,516.00	\$ 72,641.00	\$ 2,125.00
EXAMPLE \$5.60	\$4.25	\$1.35	\$ 10.37	\$ 10.71	\$ 70,516.00	\$ 72,811.00	\$ 2,295.00
EXAMPLE \$5.70	\$4.25	\$1.45	\$ 10.37	\$ 10.73	\$ 70,516.00	\$ 72,981.00	\$ 2,465.00
EXAMPLE \$5.80	\$4.25	\$1.55	\$ 10.37	\$ 10.76	\$ 70,516.00	\$ 73,151.00	\$ 2,635.00
EXAMPLE \$5.90	\$4.25	\$1.65	\$ 10.37	\$ 10.78	\$ 70,516.00	\$ 73,321.00	\$ 2,805.00
EXAMPLE \$6.00	\$4.25	\$1.75	\$ 10.37	\$ 10.81	\$ 70,516.00	\$ 73,491.00	\$ 2,975.00

*1 fuel increases over \$6.00 per gallon, WM will notify the Township in writing as outlined in the terms of the agreement.

The unit rate will increase 2% per year starting August 1, 2009 and each year after on the anniversary date.

BFP= Base Fuel Price

CFP= Current Fuel Price (ABOVE CFP IS EXAMPLE ONLY)

*CFP will be calculated using the average

Midwest rate for diesel fuel for the given month service is rendered based on the

Energy Information Administration of the US Department of Energy (EAI/DOE) web site below:

http://onto.eia.doe.gov/oog/info/wchdhp/diesel_detail_report_combined.asp

If at any time during the five year agreement, the rate for diesel fuel goes over \$6.00 per gallon, WM will notify the Township in writing.

The parties will negotiate a new fuel surcharge agreement within 30 days or relinquish the agreement within 60 days following the 30 day negotiation period.

TO: Township Board
FROM: Kelly VanMarter, Planning Director
DATE: July 1, 2008
RE: ALDI Food Market Impact Assessment

Based on a recommendation from the Planning Commission, staff suggests Board approval of the Environmental Impact Assessment (dated 04-30-08) for the proposed ALDI food market located at 2250/2260 E. Grand River.

**GENOA TOWNSHIP
APPLICATION FOR SITE PLAN REVIEW**

TO THE GENOA TOWNSHIP PLANNING COMMISSION AND TOWNSHIP BOARD:

APPLICANT NAME & ADDRESS*: STEVEN L. SCHWARTZ 2519 FIELDING
GLENVIEW, IL 60026

OWNER'S NAME & ADDRESS: JAMES LAMB 2260 E. GRAND RIVER
HOWELL, MI 48843

SITE ADDRESS: 2250 & 2260 E. GRAND RIVER PARCEL #(s): 4711-06-100-028 & 038

APPLICANT PHONE: (847) 867-7200 OWNER PHONE: (517) 548-9625

LOCATION AND BRIEF DESCRIPTION OF SITE:

3.13 ACRES AT SOUTHWEST CORNER OF GRAND RIVER & GOLF
CLUB ZONED GCD

BRIEF STATEMENT OF PROPOSED USE:

ALDI FOOD MARKET

THE FOLLOWING BUILDINGS ARE PROPOSED:

16,877 SF RETAIL BUILDING

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: [Signature]

ADDRESS: 2519 Fielding Dr. Glenview, IL 60026

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

Contact Information - Review Letters and Correspondence shall be forwarded to the following:

1. CHRIS GRZENKOWICZ of DESINE INC at (810) 227-9460
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: [Signature] DATE: 4/28/08

PRINT NAME: STEVEN L. SCHWARTZ PHONE: 847 867-7200

ADDRESS: 2519 Fielding Dr. Glenview, IL 60026

REQUIRED SITE PLAN CONTENTS

Each site plan submitted to the Township Planning Commission shall be in accordance with the provisions of the Zoning Ordinance. No site plan shall be considered until reviewed by the Zoning Administrator. The following information shall be included in the site plan submittal packet:

<u>SUBMITTED</u>	<u>NOT APPLICABLE</u>	<u>ITEM</u>												
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Application form and fee: A completed application form and payment of a non-refundable application fee. (A separate escrow fee may be required for administrative charges to review the site plan submittal.)												
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Applicant information: The name and address of the property owner and applicant, interest of the applicant in the property, the name and address of the developer, and current proof of ownership of the land to be utilized or evidence of a contractual ability to acquire such land, such as an option or purchase agreement.												
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Scale: The site plan should be drawn at an engineers scale on sheets measuring 24x36 inches at the scale noted below:												
		<table border="0"> <thead> <tr> <th><u>ACREAGE</u></th> <th><u>SCALE</u></th> </tr> </thead> <tbody> <tr> <td>160 or more</td> <td>1" = 200'</td> </tr> <tr> <td>5- 159.9</td> <td>1" = 100'</td> </tr> <tr> <td>2- 4.99</td> <td>1" = 50'</td> </tr> <tr> <td>1- 1.99</td> <td>1" = 30'</td> </tr> <tr> <td>0- .99</td> <td>1" = 20'</td> </tr> </tbody> </table>	<u>ACREAGE</u>	<u>SCALE</u>	160 or more	1" = 200'	5- 159.9	1" = 100'	2- 4.99	1" = 50'	1- 1.99	1" = 30'	0- .99	1" = 20'
<u>ACREAGE</u>	<u>SCALE</u>													
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2- 4.99	1" = 50'													
1- 1.99	1" = 30'													
0- .99	1" = 20'													
		<u>COVER SHEET CONTAINING</u>												
<input checked="" type="checkbox"/>	<input type="checkbox"/>	The name and address of the project.												
<input checked="" type="checkbox"/>	<input type="checkbox"/>	The name, address and professional seal of the architect, engineer, surveyor or landscape architect responsible for preparation of the site plan.												
<input checked="" type="checkbox"/>	<input type="checkbox"/>	A complete and current legal description and size of property in acres and square feet. Where a metes and bound description is used, lot line angles or bearings shall be indicated on the plan. Lot line dimensions and angles or angles or bearings shall be based upon a boundary survey and shall correlate with the legal description.												
<input checked="" type="checkbox"/>	<input type="checkbox"/>	A small location sketch of sufficient size and scale to locate the property within the Township.												
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Title block with north arrow, date of preparation and any revisions.												
		<u>EXISTING CONDITION SHEETS ILLUSTRATING</u>												
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All existing lot lines and dimensions, including setback lines and existing or proposed easements.												
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Existing topography (minimum contour interval of two feet)												

Existing natural features such as streams, marshes, ponds; wetlands labeled with size and type (upland, emergent, etc)

Existing woodlands shall be shown by an approximate outline of the total canopy; individual deciduous trees of eight inch caliper or larger and individual evergreen trees six feet in height or higher, where not a part of a group of trees, shall be accurately located and identified by species and size (caliper for deciduous, height for evergreen).

Soil characteristics of the parcel to at least the detail as provided by the Soil Conservation Service Soil Survey of Livingston County. A separate map or overlay at the same scale as the site plan map may be used.

Zoning and current land use of applicants property and all abutting properties and of properties across any public or private street from the site.

Indication of existing drainage patterns, surface or water bodies.

The limits of any wetland regulated by the MDEQ, including attachment of any MDEQ approved wetland determination or documentation that an application for an MDEQ review has been submitted. If an MDEQ regulated wetland is to be impacted, an indication of the status of application for an MDEQ wetland permit or copy of a permit including description of any wetland migration required attached.

Aerial photograph indicating the limits of the site, surrounding land uses and street system.

PROPOSED PROJECT INFORMATION

Base information: The location of all existing buildings, structures, street names and existing right-of-way, utility poles, towers, drainage ditches, culverts, pavement, sidewalks, parking areas and driveways on the property and within one-hundred feet of the subject property (including driveways on the opposite side of any street). Notes shall be provided indicating those which will remain and those which are to be removed.

Building information: Footprints, dimensions, setbacks, typical floor plans, and a sketch of any rooftop or ground mounted equipment to scale.

Building elevations: Elevation drawings shall be submitted illustrating the building design and height, and describing construction materials for all proposed structures. Elevations shall be provided for all sides visible from an existing or proposed public street or visible to a residential district. The Planning commission may require color renderings of the Building. Proposed materials and colors shall be specified on the Plan and color chips or samples shall also be provided at the time of site plan review. These elevations, colors, and materials shall be considered part of the approval site plan. (as amended 4/15/95)

Building and lot coverage: Percentage of building coverage and impervious surface ratio (all paved areas and building v. total lot area) compared to the percentages specified in the Table of Dimensional Standards Article 4.

For residential developments: Number of residential unit for each project phase divided by acreage exclusive of any public right-of-way or private road access easement; lot area for each lot; and a description of the number of each unit by size and number of bedrooms; if a multi-phase development is proposed, identification of the areas included in each phase.

For commercial and office uses: The Gross Floor Area and Useable Floor Area of each use or lease space. For industrial uses: The floor area devoted to industrial uses and the area intended for accessory office use.

Streets, driveways, and circulation: The layout and dimensions of proposed lots, streets and drives (including grades, existing or proposed right-of-way or easement and pavement width, number of lanes and typical cross section showing surface and sub base materials and dimensions, grades of all entrances and exits, location and typical detail of curbs, intersection radii), access points (including deceleration or passing lanes, distance from adjacent driveways or street intersection), sidewalks (width, pavement type and distance from street) and recreation areas. Written verification of any access easements or agreements for shared access or driveway curb return extending beyond the property line shall be required.

Utilities: Existing and proposed locations of utility services (with sizes), degrees of slope of sides of retention/ detention ponds; calculations for size of storm drainage facilities; location of electricity and telephone poles and wires; location and size of surface mounted equipment for electricity and telephone services; location and size of underground tanks where applicable; location and size of outdoor incinerators; location and size of wells, septic tanks and drain fields; location of manholes, catch basins and fire hydrants; location, size, and inverts for storm and sanitary sewers, any public or private easements; notes shall be provided clearly indicating which existing services will remain and which will be removed.

Grading and drainage: A site grading plan for all developments where grading will occur, with existing and proposed topography at a minimum of two (2) foot contour intervals and with topography extending a minimum of twenty (20) feet beyond the site in all directions and a general description of grades within fifty (50), and further where required to indicate stormwater runoff into an approved drain or detention/ retention pond so as to clearly indicate cut and fill required. All finished contour lines are to be connected to existing contour lines

at or before the property lines. A general description and location of the stormwater management system shall be shown on the grading plan. The Township Engineer may require detailed design information for any retention/detention ponds and stormwater outfall structures or basins. If MDEQ regulated wetlands are to be used, status of MDEQ permit application or copy of permit with attached conditions shall be provided.

Landscape and screening: A landscape plan indicating proposed ground cover and plant locations and with common plant name, number, and size at installation. For any trees over eight (8) inch caliper to be preserved. A detail shall be provided to illustrate protection around the tree's drip line. Berms, retaining walls or fences shall be shown with elevations or cross section from the surrounding average grade. The location, type and height of proposed fences shall be described.

Waste receptacles: Location of proposed outdoor trash container enclosures; size, typical elevation, and vertical section of enclosures; showing materials and dimensions in compliance with Zoning Ordinance Standards.

Signs: Locations of all signs including location, size, area type, height, and method of lighting. Note that all regulatory signs shall meet the standards from the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).

Lighting: Details of exterior lighting including location, height, method of shielding and style of fixtures.

Parking: Parking, storage and loading/unloading areas, including the dimensions of typical space, aisle, and angle of spaces. The total number of parking and loading/unloading spaces to be provided and the method spaces to be provided and the method by which the required parking was calculated shall be noted.

The applicant shall erect flagged stakes at the perimeter points of the property to assist Township officials and staff in reviewing the site.

February 27, 2008

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

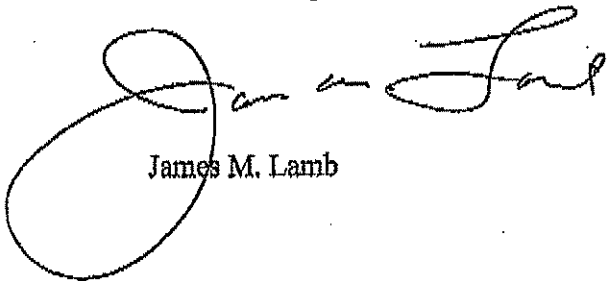
Re: **Parcels 4711-06-100-028 & 038**
Proposed Development

Dear Ms. VanMarter;

I, James M. Lamb, president of Lamb Development Company and owner of Parcels 4711-06-100-028 and 4711-06-100-038, located at 2250 and 2260 East Grand River Howell, Michigan 48843, do hereby authorize Steven Schwartz to act as agent for signing applications and submitting documents to Genoa Township for the proposed development of the above referenced property.

Respectfully,

Lamb Development Company

A handwritten signature in black ink, appearing to read "James M. Lamb", written over a large, stylized circular flourish.

James M. Lamb

**GENOA TOWNSHIP
PLANNING COMMISSION
PUBLIC HEARING
JUNE 9, 2008
6:30 P.M.
AGENDA**

CALL TO ORDER: At 6:35 p.m., the work session of the Genoa Township Planning Commission was called to order. Present constituting a quorum were Chairman Doug Brown, Teri Olson, Barbara Figurski, Jim Mortensen, Dean Tenge, and Chris Grajek. Also present were Jeff Purdy of LSL, Tesha Humphriss, Township Engineer, Kelly VanMarter, Planning Director and approximately 12 people in the audience.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

APPROVAL OF AGENDA: **Moved by** Barbara Figurski, seconded by Teri Olson to approve the agenda as submitted. **Motion carried unanimously.**

WORK SESSION: The agenda items were discussed.

CALL TO THE PUBLIC: The call to the public was made at 6:38 p.m. with no response.

OPEN PUBLIC HEARING # 1... Review of site plan application, impact assessment and site plan for a proposed 16,877 sq. ft. ALDI Food Market located at 2250/2260 E. Grand River, Howell, MI 48843, Sec. 6, petitioned by Steven Swartz.

Chris Grzenkowicz with Desine Engineering and David Kapazanski and Steve Schwartz with Aldi were representing the petitioner. The proposed Aldi is located at the southwest corner of Grand River and Golf Club Road. The project is proposed on the old McDonald's and current Real Estate One properties. Both existing buildings are proposed to be removed.

Mr. Grzenkowicz provided a brief overview of the site plan and presented the building elevations. He presented samples of the building materials and rooftop equipment screening materials. He reviewed the proposed site lighting and the type of windows and signage proposed. They are proposing 2 wall signs with the total of both signs below the 100 sq. ft. requirement. He presented a rendering of the proposed ground mounted sign. They are proposing a sidewalk along Grand River Avenue and a shared driveway to provide access to the property to the west in the rear of the property. They are working with Livingston County to relocate their existing driveway and create a new shared access to Grand River at the light with Golf Club.

Chairman Brown requests that the applicant go through and discuss the Planners letter with the Commission. Mr. Grzenkowicz states that the request for a full parapet wall is difficult and would require a total redesign of the building and would take away from the look of the building. They would have to raise the entire building to the same height as the tower feature which would make the building look like a brick box.

Jeff Purdy addressed the Commission and indicated that his preference would be to have the full parapet screening. Commissioner Mortensen is troubled with making them add 4 feet to the building elevation without knowing what it will look like. Chairman Brown states that he would like to find a happy medium for both parties. Mr. Purdy suggests the parapet wall could be modified so that the equipment is screened from the center line of Grand River taken at the access point to the site. Commissioner Tenge suggested having the applicant submit information to Township Staff that shows that the equipment is not visible from Grand River.

Commissioner Mortensen requests that they do something to break up the west elevation to the building. Mr. Grzenkowicz reviews the proposed landscape plan and shows the vertical elements that have been added to the building to break up the building elevation.

Mr. Grzenkowicz explains that they need the additional impervious surface for emergency vehicle access, truck turning movements and for the safety of their shoppers. Commissioner Figurski would like to see the impervious surface reduced.

Mr. Grzenkowicz explains the driveway spacing and indicates that they are proposing to reduce the number of driveways. The planner's letter requested a screenwall on the south side of the truck well while Aldi is proposing a shorter wall with a fence on the top. Mr. Grzenkowicz states that the trees in the rear of the property are significant and they provide adequate screening for the truck well. Mr. Purdy requests that without a full screenwall there should be no outdoor storage in the truckwell.

Mr. Grzenkowicz presented a revised lighting plan showing the location of the wall sconces and addressing the footcandle exceedance at the property line.

Commissioner Mortensen requests that the petitioner explain the shared access. Mr. Grzenkowicz shows the location of the shared access areas on the site plan. He shows the shared access they currently have and are proposing with Livingston County. Additionally, there are two locations on the site plan, one in front of the proposed building and one in the rear that provide access to the property to the west. Commissioner Mortensen suggests having an easement drafted including a shared maintenance agreement to be held in escrow by the Township to be executed in the future with the neighboring property owner.

Mr. Grzenkowicz reviews the comments provided in the Township Engineer's letter.

A call to the public was made at 7:30 p.m.

John Conely at 7208 Grand River states they the applicant appears to have done a really nice job and this community needs projects like this and we should stamp this and move it forward. We need to encourage projects like this. Business decisions are based on timing and the Township should help them to get construction started promptly.

The call to the public was closed at 7:35 p.m.

Commissioner Grajek addresses the audience and indicates the reasoning behind the Planning Commission meeting and explains why the Commission deliberates the issues. Commissioner Mortensen explains that the Genoa Charter Township Board relies on the Planning Commission to do the work on the site plans.

Planning Commission disposition of petition

A. Recommendation of impact assessment

Moved by Figurski, seconded by Grajek to recommend approval of the Environmental Impact Assessment dated April 30, 2008 including the traffic assessment and sewer and water connection material. **The motion carried unanimously.**

B. Disposition of site plan.

Moved by Mortensen, seconded by Grajek to approve the site plan dated May 21, 2008 subject the following:

1. The building materials and renderings reviewed this evening are acceptable and will become property of the Township.
2. Township staff will perform an additional review of the proposed method of screening of the rooftop equipment to ensure that is not visible from the centerline of Grand River.
3. The property will be combined into one tax code.
4. The petitioner shall prepare and provide recordable shared access and sample maintenance agreements with the property to the west for both the north and rear shared access locations. These agreements shall be reviewed and approved by the Township attorney and will be held in escrow by the Township.

5. The supplemental lighting information presenting this evening demonstrating that the lighting is within the Township Zoning Ordinance is acceptable.
6. The requirements spelled out in the Township Engineer letter dated June 3, 2008 shall be complied with. Particular attention shall be paid to item number one regarding the relocation of the shared driveway with the county.

The motion carried unanimously.

OPEN PUBLIC HEARING # 2...Review of request to update the Genoa Charter Township Zoning Map by changing the current zoning of 42 parcels, petitioned by Genoa Charter Township.

Kelly VanMarter, Township Planning Director and Jeff Purdy with LSL Planning are present representing the Township.

Commissioner Mortensen questions the island in Crooked Lake that is part of Northshore and whether or not that is included. Mrs. VanMarter indicates that the island is not part of this proposal.

Chairman Brown reads into the record the letter received from Mr. and Mrs. Robert and Judith McDonald.

Mr. Robert McDonald questions the Commission on why the change is happening now. If they don't meet the setbacks what happens then. Chairman Brown explains that the PUD for Oak Pointe is a very complex document and that their property was never included in that. The rezoning is proposed now because the Township identified the error in the zoning map as part of an overall review of the Township Zoning Map.

Mr. Purdy explains that the older zoning maps were hand drawn and were not parcel specific. With the new technology and the use of GIS software, today's zoning maps are becoming more accurate and show the zoning of individual parcels. He indicated that the LRR zoning is less restrictive than the Oak Pointe zoning so there is a benefit to the McDonald's by having the Township correct the zoning on the map.

The call the public was made at 8:07 p.m.

Joe Fader of 6812 Rink on Grand Beach asks what a PUD is. Chairman Brown explains the PUD zoning. Mr. Fader asks how the zoning change will affect his property. Chairman Brown replies that the zoning change will not affect his taxes. Mr. Purdy explains the setback requirements for the two districts and indicates that the proposed LRR district is less restrictive. Mr. Fader questions how the zoning change will affect his ability to build another house on his

Genoa Charter Township
Zoning Board of Appeals
April 22, 2008
6:30 P.M.

MINUTES

Chairman Howell called the regular meeting of the Zoning Board of Appeals to order at 6:30 p.m. at the Genoa Charter Township Hall. The Pledge of Allegiance was then said. The following board members were present constituting a quorum for transaction of business: Mike Howell, Steve Wildman, Barbara Figurski and Kevin Brady. Also present was staff member Adam VanTassell and 3 persons in the audience.

Moved by Figurski, supported by Wildman to approve the agenda as presented. Motion carried unanimously.

08-06...A request by Steven Schwartz, Section 6, 2250 and 2260 Grand River Howell, for a parking lot variance to construct an ALDI Food Market.

An e-mail dated 4-18-08 addressed to Adam VanTassell from Robert Block, Livingston County Administrator was read into the record as follows:

"Adam please be advised that Livingston County has an agreement with the prior owner to share the cost of the Drive relocation. While the County does not object to the proposed development, Livingston County strongly recommends any action to grant waivers be conditioned on the relocation of the Driveway to align with Golf Club Road. This realignment is essential to insure the substantial reduction of the driveways currently on Grand River, and also correct the geometrics and improve the operational safety of the intersection."

Moved by Brady, supported by Figurski, to approve case #08-06 located at 2250 and 2260 Grand River to grant a 16' parking lot variance for a 4' setback. The finding of fact is the irregular shape of land and changing right-of-way along Grand River. This approval is contingent on completion of the County driveway alignment with Golf Club Road. The motion carried unanimously.

Moved by Brady, supported by Wildman, to approve the March 18th, 2008 Zoning Board of Appeals minutes. Motion carried unanimously.

Moved by Figurski, supported by Brady to adjourn the meeting at 6:46 p.m.

Respectfully submitted:

Kelly VanMarter

**GENOA CHARTER TOWNSHIP
PLANNING COMMISSION
WORK SESSION
APRIL 14th, 2008
6:30 P.M.
AGENDA**

CALL TO ORDER: At 7:40 p.m., the work session of the Genoa Township Planning Commission was called to order. Present constituting a quorum were Chairman Doug Brown, James Mortensen, Barbara Figurski, Dean Tengle, Diana Lowe, Chris Grajek, and Teri Olson. Also present were Brian Borden of LSL, Tesha Humphriss of Tetra Tech, and Kelly VanMarter, Planning Director.

APPROVAL OF AGENDA: Upon motion by Barbara Figurski and support by James Mortensen, the agenda was approved as submitted. **Motion carried unanimously.**

DISCUSSION: of Agenda items of the regular meeting of the Planning Commission

DISCUSSION: of general items. The Planning Commission discussed discontinuing the work session at future meetings, unless requested by any Commissioner. All Commissioners agreed.

ADJOURNMENT: Upon motion by Barbara Figurski and support by James Mortensen, the work session was adjourned at 7:00 p.m.

**GENOA TOWNSHIP
PLANNING COMMISSION
PUBLIC HEARING
APRIL 14th, 2008
7:00 P.M.
AGENDA**

CALL TO ORDER: At 7:05 p.m., the public hearing for the Genoa Charter Township Planning Commission was called to order. Present constituting a quorum were Chairman Doug Brown, James Mortensen, Barbara Figurski, Dean Tengle, Diana Lowe, Chris Grajek, and Teri Olson. Also present were Brian Borden of LSL, Tesha Humphriss of Tetra Tech and Kelly VanMarter, Planning Director.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited and a moment of silence was observed.

APPROVAL OF AGENDA: Upon motion by Barbara Figurski and support by Chris Grajek, the agenda was approved as submitted. **Motion carried unanimously.**

CALL TO THE PUBLIC: *(Note: The Board reserves the right to not begin new business after 10:00 p.m.)*

OPEN PUBLIC HEARING # 1... Discussion of conceptual site plan review application, project description and conceptual site plan for a proposed commercial development (ALDI Food Market) located at 2250 and 2260 E. Grand River, Sec.6, petitioned by Steven Schwartz.

Steve Schwartz, Chris Grzenkowicz, and James Lamb addressed the Planning Commission. It is proposed that the two parcels would be combined into one tax I.D. number. The four existing ingresses/egresses would be combined into one.

04-14-08 PC Minutes Approved

A new retail building would be built and the existing buildings removed. The loading zone would be in the rear. The rear drive would be built to accommodate a future cross-connection of the properties to the west.

There would be public sewer and water with a private water detention system.

The Livingston County driveway would provide full access. The other access would be right-in and right-out. This project would be done concurrently with the driveway relocation project for the driveway servicing the County offices. MDOT has given conceptual approval of the relocation. The budget for this is \$330,000.00. Petitioner would be responsible for approximately 2/3 of that cost. MDOT will modify the timing on the existing signal.

There is a jog in the right-of-way. They're on the ZBA agenda for a variance request. The full green belt area is provided, based on final approval of the sidewalk. They are working with MDOT regarding this, as well.

An artistic rendering of the building is presented. It is concrete, brick and glass. The rooftop mechanics are screened on all four sides that will match the water table trim. They have treated the façade as though this was being built on a corner lot.

Petitioner addresses Tetra Tech letter of April 9, 2008. They agree that approval should be subject to the development of the shared driveway with Livingston County. The delivery trucks would not enter into the parking area, but rather enter the rear of the building through the shared driveway with the County. Petitioner may address times of delivery in impact assessment.

Tesha Humphriss indicates there is a concern as to the rear driveway's curb cut affecting the driveway on the property directly across the road. The proposed curb cut on Grand River is too close to The Big Boy.

Items 4, 5, and 6 are being addressed with Livingston County. Items 7, 8, and 9 will be addressed at the appropriate time. Item 10 will be addressed. As it relates to item 11, there will be no meat/deli counter on the premises.

As it relates to the Brighton Fire Department letter of March 26, 2008, petitioner feels that all of their concerns are being addressed.

The petitioner addressed the concerns outlined in the LSL Planning letter of April 1, 2008. They agree to item #1. The Traffic Impact Statement has been provided to MDOT. Item #3 is being addressed in front of the ZBA. Item number four has been addressed. Petitioner does not want to reduce the sizes of the drive aisles and the depths of the parking spaces as suggested in item #5. Item #6 has already been addressed. Petitioner addressed item #7. They met with the owner of The Big Boy. James Mortensen indicates an easement should be provided that could be executed in the future. Petitioner does not wish to do that until there's a maintenance agreement in place. Item #8 discusses landscaping and petitioner discusses a possible reduction due to a shared driveway and MDOT approval of right-of-way issues. James Mortensen indicates that irrigation should be addressed. Petitioner will provide waste receptacle details as requested in item #9. The entire truck well would be concrete, but screening would still be appropriate according to Brian Borden. This will be addressed with the architect. Item #10 requires that exterior lighting details must be provided. The impact assessment will be provided.

Petitioner addresses signage as outlined in item #11. The "Aldi" sign is 47 square feet. The "Food Market" sign is approximately 22 square feet. Petitioner feels that many buildings in the Township have signs that are broken up to allow for additional wording. Chairman Brown asks why this can't all be done on one sign. Petitioner will agree to do that if necessary, but the standard has been two. James Mortensen believes this should be treated as a corner lot. Signs beyond the ordinance must be approved by the Z.B.A. and the Z.B.A. must decide that this is a

corner lot. A sketch of the proposed monument sign is shown to the Commission. In the event that there is no agreement reached regarding a wall sign providing the food market label, this is an option.

The Commission indicates that any screening of rooftop equipment should be a full parapet, rather than mere screening.

PUBLIC HEARING # 2... Review of sketch plan application and sketch plan for an addition to the existing Champion Chevrolet Car Dealership located at 5000 E. Grand River, Sec. 10, petitioned by Schafer Construction.

Len Nadolski, owner of Champion Chevrolet and Stan Schafer of Schafer Construction addressed the Commission. Chevrolet is giving the dealerships money to update their property. Chevrolet sent an architect to the site to provide a list of proposed improvements. These must be adhered to in order to receive the money from Chevrolet.

The outside canopy would be blue with white lettering indicating "Chevrolet". The lettering is being moved from another area on the building. The blue band on the fascia would be removed. All of this would result in a reduction of signage. Petitioner is unaware of what the total footage of the existing non-directional signage is. Chairman Brown has no issue with the pole signs.

The fascia would be covered with a metal panel that would cover the eaves on the fascia. There is a blue stripe on the new metal panel. The wall under the canopy would be bumped out 10', which would not change the footprint of the building. It would be used as additional office space

Brian Borden of LSL covers the issues addressed in their letter of April 8, 2008. He believes that the Planning Commission should consider requiring an upgrade to the buffer zone along I-96. Conversely, mature trees should not be removed in an effort to conform to Township standards. Without knowing what currently exists, he can only mention this but cannot make a recommendation. Additionally, a handful of light fixtures are upward directed and act almost as flood lights. This is not permitted by the current ordinance. These are on poles and the fixture heads are angled upward.

Planning Commission disposition of petition

A. Disposition of Sketch Plan

Motion by James Mortensen to approve the expansion of Champion Chevrolet reviewed by this Commission this evening, subject to:

1. Material and color renderings reviewed by the Planning Commission are acceptable and shall become property of the Township;
2. It is not the intention of the Planning Commission to impose the strict requirements of buffer zone "B" landscaping on this minor project and a much scaled back version may be approved administratively. The requirements will be identified and an appropriate scale back from the requirement for improvement will be decided administratively;
3. With regarding to signage, Township staff will identify the square footage of the signage on the original site plan for future reference and as long as the proposed signage does not exceed that site plan in square footage, the proposal is approved;
4. The two existing pylon signs, while non-conforming, may continue;
5. The lighting on the site will be directed downward to comply with the current Township ordinance.

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



LSL Planning, Inc.

Community Planning Consultants

May 28, 2008

Planning Commission
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Subject:	Aldi Grocery Store – Site Plan Review #2
Location:	2250/2260 East Grand River Avenue – south side of Grand River Avenue, west of Chilson Road
Zoning:	GCD General Commercial District
Applicant:	Desine Inc. 2183 Pless Drive Brighton, MI

Dear Planning Commissioners:

At the Township's request, we have reviewed the revised site plan (cover sheet dated 5/21/08) for the development of a new Aldi grocery store. The site is located on the south side of Grand River Avenue, west of Chilson Road, and is currently zoned GCD General Commercial District. The request has been reviewed in accordance with the Genoa Township Zoning Ordinance.

A. Summary

1. Planning Commission approval is required for the proposed architecture, including materials and colors. We recommend the height of the parapet walls be increased to screen the roof-top mechanical equipment.
2. Drive aisle width and parking space depth may be reduced to limit impervious surface.
3. The Planning Commission may reduce the driveway spacing requirements for the westerly driveway.
4. We recommend a screen wall along the south side of the truck well as an alternative to the guard rail proposed.
5. The lighting plan does not show the radius wall sconce locations.
6. The lighting plan shows readings in excess of the 1.0 footcandle maximum along the southerly property line.
7. The Planning Commission may allow a second wall sign.

B. Proposal

The applicant proposes to construct a 16,877 square foot commercial building for a new Aldi grocery store. The site is currently comprised of two parcels, each of which has a building that is to be demolished as part of the project. Commercial stores with up to 30,000 square feet of gross floor area are permitted uses in the GCD. Due to the size of the proposed development, the specific use standards of Section 7.02.02(a) also apply. The project includes the redevelopment of the shared driveway with the County complex to the east. The new drive will be aligned with Golf Club Road across Grand River, which is signalized, and will provide for full turning movements.

C. Site Plan Review

1. **Specific Use Requirements.** Section 7.02.02(a) identifies the requirements for commercial buildings in the GCD with up to 30,000 square feet. The plan complies with all of the use requirements listed in this Section.
2. **Dimensional Requirements.** As described in the table below, with the exception of the front yard parking setback, the plan complies with the dimensional standards of the Zoning Ordinance for the GCD. The applicant obtained a 16-foot variance to permit the parking setback proposed.

District	Lot Size		Minimum Yard Setbacks (feet)				Max. Height	Lot Coverage
	Lot Area (acres)	Width (ft.)	Front Yard	Side Yard	Rear Yard	Parking Lot		
GCD	1	150	70	15	50	20 front 10 side/rear	35	35% bldg 75% impervious
Provided	3.13	358	98	15 (W) 153 (E)	57	4/29 front 10/10 side	22'-11"	12.3% bldg 59.8% impervious

3. **Building Elevations.** The building elevation drawings identify the primary material as brick with 3 feet of CMU around the base of the building. Metal siding is used as an accent material above the storefront windows and wall signs. As opposed to using parapet walls, the flat-roof building provides roof mounted screening around the two different areas with mechanical equipment. We recommend the height of the parapet walls be increased to screen the equipment; however, the applicant does not wish to do so. The applicant will be required to present material and color samples. Planning Commission approval is required for the proposed architecture, including materials and colors.
4. **Parking.** The Zoning Ordinance requires 1 space for each 250 square feet of gross floor area for general retail uses, resulting in the need for 68 parking spaces. The site plan provides 71 spaces, including 3 barrier free spaces, as required. All spaces must be double striped.

The parking spaces and drive aisles meet or exceed minimum dimensional requirements. The applicant could reduce the 26 and 30-foot wide drive aisles to 24 feet and parking space depths from 19.5 to 18 feet in an effort to reduce the amount of impervious surface. The spaces along the front yard greenbelt and 7-foot sidewalk may be reduced to a depth of 16 feet due to vehicle overhang. We noted this during the Planning Commission's review of the concept plan and the applicant stated their preference was to keep parking space and drive aisle dimensions as shown.

5. **Loading.** Section 14.08.08 requires 1 loading space for the proposed project. Such spaces must be a minimum of 500 square feet in area and located in a rear or side yard not directly visible to a public street. The plan provides a truck well at the rear of the building in accordance with this requirement. As noted in our previous review, we recommend a 6-foot screen wall along the south side of the truck well as an alternative to the guard rail. This will help to screen views of the truck well from the County complex to the south and east. In response, the applicant has noted that there is mature landscaping in the area that will screen views of the truck well from the County complex.
6. **Access.**
 - a. The project includes the redevelopment of the shared drive with the County complex to the east. This will improve the alignment of the drive with Golf Club Road to the north across Grand River. This drive will provide for full turning movements.

- b. The main driveway entrance to the site is located on the west side of the property, providing the maximum separation from the shared drive with the County. This drive will only permit right turns and is aligned with the existing CVS driveway across Grand River; however, it does not meet the separation requirement from the existing drive on the adjacent property to the west. Section 15.06.02 gives the Planning Commission discretion to reduce the driveway spacing requirement. A note on Sheet SP states that an easement will be provided and recorded for future shared access with the property to the west.
 - c. The plan also provides a service drive at the rear of the building. A note on Sheet SP states that an easement will be provided and recorded allowing for shared access between parcels in the future.
7. **Pedestrian Circulation.** The plan proposes an 8-foot wide concrete path along Grand River, as required. There is also a 7-foot wide concrete walk along the front of the building and a portion of the side.
8. **Landscaping & Greenbelt.** The following table summarizes the ordinance requirements for landscaping.

Location	Amount of Planting Required	Amount of Planting Provided	Additional Landscaping Required
Front Yard greenbelt	20 foot greenbelt; 9 canopy trees; 3 foot masonry wall OR hedgerow	4-29 foot greenbelt; 8 new canopy trees (1 existing canopy tree)	None
Buffer Zone "C" (W)	10 foot buffer zone; 15 canopy trees OR 15 evergreen trees OR 60 shrubs	10 foot buffer zone; 6 canopy trees; 3 evergreen trees; 24 shrubs	None
Buffer Zone "C" (E)	10 foot buffer zone; 21 canopy trees OR 21 evergreen trees OR 84 shrubs	10 foot buffer zone; 3 canopy trees; 10 evergreen trees; 32 shrubs	None (a)
Buffer Zone "C" (S)	10 foot buffer zone; 6 canopy trees OR 6 evergreen trees OR 24 shrubs	6 existing trees	None
Detention pond	8 canopy OR evergreen trees; 80 shrubs	9 existing trees; 80 shrubs	None (b)
Parking lot	7 canopy trees; 700 sq. ft. landscaped area	7 canopy trees; 866 sq. ft. landscaped area	None

- a. Six of the proposed Austrian Pines are located on the County property within an existing easement.
 - b. Three of the existing trees are located on the County property within an existing easement.
9. **Waste Receptacle and Enclosure.** The plan provides a waste receptacle and enclosure within the truck well at the rear of the building. Details on Sheet A4.2 show an 8-foot tall screen wall constructed of CMU and faced with brick veneer. The screen wall has an opening along the rear for access by workers existing the building in the truck well. The enclosure also utilizes the building wall as the third side of the enclosure. The entire truck well is constructed of concrete, which complies with the requirement for a concrete base pad.

10. **Exterior Lighting.** The lighting plan identifies 12 pole mounted fixtures in and around the parking lot and 8 wall mounted fixtures on the building. It should be noted that the 5 proposed radius wall sconce fixtures are not located on the photometric plan itself. In terms of wall mounted fixtures, the plan only shows the location of the 3 trapezoidal wall sconces.

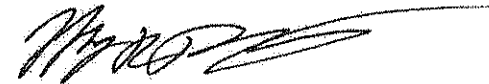
The revised plans meet the maximum intensity requirement on site; however, there are 5 readings along the southerly property line in excess of the 1.0 footcandle maximum that must be corrected. All of the fixtures proposed are metal halide and are shielded and downward directed.

11. **Signs.** The submittal proposes 2 wall signs and 1 ground sign. The ground sign is 6 feet in height, 51 square feet in area and provides a 10-foot setback, all of which comply with Ordinance requirements. The wall signs are each 46.6 square feet in area with 1 on the northerly façade and the other on the easterly façade. While only 1 wall sign is permitted, the Planning Commission may permit a second wall sign for businesses on an interior lot which requires additional visibility due to obstructed views or building orientation (Table 16.1, Footnote 2). The applicant must obtain a separate sign permit as part of the project to install the signage.

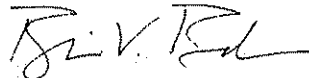
12. **Impact Assessment.** The submittal includes an Impact Assessment (dated 4/30/08) indicating that the project is not anticipated to result in adverse impacts upon the environment, public services, surrounding land uses or traffic. The submittal also includes a Traffic Assessment (dated 4/2/08), which provides recommendations in its conclusion. We defer to the Township Engineer for review of the Traffic Assessment and its recommendations.

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

GENOA TOWNSHIP

June 3, 2008

JUN 05 REC'D

RECEIVED

Ms. Tesha Humphriss
Genoa Township
2911 Dorr Road
Brighton, MI 48116

**Re: Aldi Grocery Store
Final Site Plan Review #2**

Dear Ms. Humphriss:

As requested, Tetra Tech has performed a review of the above-referenced revised final site plan. The site is located on the southwest corner of Grand River Avenue and Golf Club Road. The petitioner is proposing to develop two parcels with an approximately 16,000 square foot Aldi grocery store. We offer the following comments on the final site plan:

TRAFFIC / ROADWAYS

The site plan shows two proposed access points to the site. The first access is a restricted curb cut on Grand River Avenue on the west edge of the parcel, directly across from the existing CVS driveway. The second curb cut to the site is on a proposed shared access drive to serve the existing Livingston County Building. Overall the proposed layout will be an improvement to the traffic circulation in this area of the Township due to the following:

- The proposed layout will remove three (3) existing curb cuts on Grand River Avenue.
- The existing driveway to the County Buildings will be realigned directly across from Golf Club Road. This will allow the driveway to the County buildings to be served by a traffic signal.
- The proposed curb cut on Grand River Avenue is a limited movement curb cut, right in and right out only.

We recommend the Planning Commission consider the following items prior to approval of this site plan:

1. The site plan ties into a driveway that is proposed at this time. We therefore recommend all approvals for this site plan be contingent upon the existing shared driveway to the County Buildings being relocated.
2. The petitioner stated in their May 21, 2008 response letter that Mr. Robert Block, the Livingston County Administrator, has provided a letter to the Township stating approval of the proposed access for the Aldi Food Market and the corresponding restricted accessibility for the property to the east.



TETRA TECH

3. The petitioner should provide a letter from MDOT stating that they have reviewed the plans and are satisfied with them.
4. The petitioner should provide all easement agreements when the shared maintenance agreement is adopted.

DRAINAGE AND GRADING

5. The proposed grading and drainage has been designed in general conformance with Livingston County Drain Commissioner Standards.

NON-ACTION ITEMS

6. A construction permit will be necessary for the publicly owned water main.
7. The Petitioner is proposing a live tap to the existing water main system. A representative of Genoa Township must be present to observe the live tap.
8. A permit must be obtained from the Livingston County Building Department for the installation of the sanitary sewer and water leads.
9. The petitioner should provide a letter from the Brighton Area Fire Department stating that they have reviewed the plans and are satisfied with them.

We have no outstanding engineering issues with this site plan. However, we recommend the Township consider the above conditions before taking action on the site plan.

If you have any questions or comments, please call.

Sincerely,

Shawn P. Hooker, E.I.
Project Engineer

:cpl 200-12736-08012 T006

copy: Mr. Gary McCririe, Genoa Township
Ms. Kelly VanMarter, Genoa Township
Mr. Chris Grzenkowicz, Desine

K:\LETTERS\Genoa Twp Aldi Grocery Final SPR 1.doc



Brighton Area Fire Department

615 W. Grand River

Brighton, Michigan 48116

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

GENOA TOWNSHIP

JUN 06 REC'D

RECEIVED

June 2, 2008

Kelly VanMarter
Genoa Township
2911 Dorr Road
Brighton, MI 48116

RE: Aldi Grocery Store
2250 E. Grand River
Site Plan Review

Dear Kelly:

The Brighton Area Fire Department has reviewed the above mentioned site plan. The plans were received for review on May 22, 2008 and the drawings are dated May 21, 2008. The project is based on a new 16,877 square foot building (M-use group). The plan review is based on the requirements of the International Fire Code (IFC) 2006 edition. The Brighton Area Fire Department recommends approval based on the following conditions.

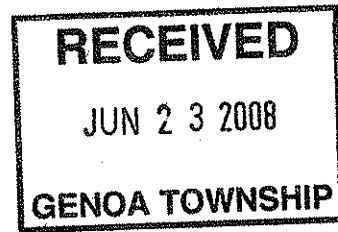
- 1.) Previous items identified appear to have been addressed by the applicant and subject to inspection and approval. The applicant's design professional shall submit a complete set of building drawings for review by the Brighton Area Fire Department prior to issuance of the building permit.

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

Cordially,

A handwritten signature in black ink, appearing to read "M. O'Brian", written over a dotted line.

Michael D. O'Brian
Fire Marshal



IMPACT ASSESSMENT

for the

**ALDI FOOD MARKET
SITE DEVELOPMENT**

Developer:
ALDI INC.
2625 North Stockbridge Road
Webberville, Michigan 48892

Prepared by:
DESINE INC.
2183 Pless Drive
Brighton, Michigan 48114

April 30, 2008

April 30, 2008

Introduction

This impact assessment has been prepared pursuant to Section 18.07 of the Genoa Township Zoning Ordinance. This assessment addresses the impact of development of the proposed ALDI Food Market Commercial Development on the natural features, economic condition and social environment of the Township.

The site consists of approximately 3.13 acres of property zoned **General Commercial District (GCD)** and located on the south side of Grand River west of Golf Club Road in Section 6 as shown in Figure 1. The site is currently developed with two commercial buildings. The building to the west was previously a fast food establishment, which has been vacant for a number of years. The smaller building is currently used as a Real Estate office. The existing buildings each have two entrances onto Grand River Avenue, separate parking areas and appurtenant improvements.

The existing site improvements will be demolished to accommodate the proposed **ALDI FOOD MARKET** store that will contain a total of 16,877 square feet of gross floor area. Parking areas necessary to service this building will be adjacent to the building, providing spaces for 71 vehicles on the property. Access for the new facilities is proposed to be from the relocated drive for the Livingston County Complex located south of the store. The store will be a one story, brick structure. Appurtenant features including parking areas, drives, unloading/loading area and landscaping are also presented on the Site Plan.

Significant improvements are occurring adjacent to the proposed development. The existing entrance to the Livingston County East Complex is being realigned to be across from Golf Club Road. This will allow the entrance to the Complex to be at the signalized intersection. Additionally, the proposed site will result in the elimination of three of the four access points along Grand River. The site will maintain one access at the western portion of the site and one access off of the entrance drive to the Livingston County East Complex. The realignment of the drive is not part of this project.

An aerial photograph (circa 2005) of the area and existing conditions is provided in Figure 2.

April 30, 2008

This impact assessment has been prepared under the direction of and by:

Christopher A. Grzenkowicz, P.E.
DESINE INC.
2183 Pless Drive
Brighton, Michigan 48114
(810) 227-9533

The civil engineering / surveying firm of DESINE INC. has been in practice since 1989. Mr. Grzenkowicz is a licensed Civil Engineer with experience in private and municipal developments including a number of projects within Genoa Township and Livingston County.

A. IMPACT ON NATURAL FEATURES

The majority of the site has been disturbed during the development of the existing buildings, parking lot and appurtenant improvements. The southerly portion of the site which is least disturbed exhibits some small growth of brush and trees. The existing topography of the site generally slopes from Grand River in the Northeast to the railroad corridor in the Southwest. Slopes are ranging from 1 percent to 5 percent. Elevation difference across the property is approximately 8 feet. Surface water on the property flows generally from Northeast to Southwest toward the drainage swale adjacent to the railroad tracks. Storm sewers serving the existing improvements discharge to this drainage swale. The general topography of the area is shown on the Existing Conditions Plan.

The soils on the subject property are primarily Boyer-Oshtemo loamy sands. These soils are generally well-drained, moderately permeable, loamy sands. Soil classifications are prepared by the United States Department of Agriculture, Soil Conservation Service, and "Soil Survey of Livingston County". The Soils Map, shown in Figure 3, shows the locations of specific soil types as classified.

Past developments on the property required land balancing to establish final grades and provide proper drainage. The proposed redevelopment of the parcel will necessitate the demolition of much of the existing improvements to accommodate the new building and appurtenant features. The proposed grades mesh with the existing site grades at the property lines.

April 30, 2008

The limits of disturbance have been depicted on the grading plan. Grading for this project will maintain the general character of the existing site. Development of this project will result in an overall balancing of the usable materials available on the site with exporting of excess topsoil and importing of additional fill material.

Vegetation throughout a majority of the site will be disturbed. The current site has limited number of trees and brush. The trees and brush are concentrated at the south end of the site.

No landmark trees have been identified on the site. Existing trees consist of maple, pine, elm, cottonwood, box elder, polar and locust.

The proposed improvements will require the removal of trees located on the property. Trees within the limits of grading will be removed. Trees outside of the limits of grading will be preserved. Existing trees are shown on the Existing Conditions Plan. Those trees to be preserved are noted on the Existing Conditions Plan.

Landscaping is proposed for the developed portion of the site to reduce the visual impact of the proposed project. Areas of tree removal will be landscaped to minimize the impact on adjoining properties. The developed portion of the site, not otherwise covered, shall have lawn or other ground cover established

No wetland areas are present on the project site.

Surface drainage characteristics of the site will be affected. Development of the project will slightly reduce the permeable area of the property as compared to existing conditions, resulting in an overall minor increase in the surface water runoff generated from the development site. The proposed increase in lot coverage is approximately 8% including development of the proposed shared access driveway. The overall proposed lot coverage is well below the 75% allowable. Surface water runoff generated by the improvements will be discharged to the proposed detention basin adjacent to the railroad tracks at the south end of the site.

The detention basin is designed to accept storm water runoff from the project site in a developed in accordance with Genoa Township and Livingston County Drain Commissioner rules and regulations.

The overall impact of surface drainage alterations will not significantly impact local aquifer characteristics or groundwater recharge capacity. Surface water runoff from the overall site will flow into the detention basin and then discharge at the point where the current storm sewer discharges.

April 30, 2008

Wildlife habitats exist primarily on the southern portion of the property. These include primarily wooded area and turf areas. Wildlife supported in these areas are generally smaller woodland creatures, field animals, birds and geese. Larger animals, such as deer, may traverse the site. The previously completed development of the property and the adjoining development limits the quality of the upland habitats available. Maintaining the south portion of the site as storm water management will mitigate any disruption to the existing wildlife.

The project site does not currently support significant wildlife habitats and development of these areas will not have a significant impact on the overall habitat quality. No significant adverse impact to existing natural features is anticipated due to the proposed development of this property.

B. IMPACT ON STORM WATER MANAGEMENT

The site will require grading to accommodate the development as proposed. Earthwork will be required to direct storm water flow from the developed portions of the site into the storm water collection system. This system will discharge surface water runoff generated by development of the property to the proposed storm water basin.

Catch basins will collect surface water from parking and drive areas, building areas, and open space areas. Grading on the site will mesh with existing grades on adjoining properties. No adverse impact to adjoining properties is anticipated due to the construction and grading of the property.

Soil erosion and sedimentation are controlled by the Soil Erosion Control Act No. 347 of the Public Acts of 1972, as amended and is administered by the Livingston County Drain Commissioner. Silt fencing will be required around the majority of the site. The Contractor shall comply with all regulations including soil erosion and sedimentation control during and after construction.

The Contractor shall be responsible for initiating and maintaining adequate dust control measures during and after construction until the project site is fully stabilized and a vegetative cover established.

Impact to adjoining properties due to the construction of this site will be minimized by implementing soil erosion and sedimentation control methods. No adverse impact to adjacent properties due to surface water runoff will be created as a result of the proposed improvements.

C. IMPACT ON SURROUNDING LAND USES

Property to the North of the site is zoned Neighborhood Service (NS) and is occupied by CVS Pharmacy. Property to the East is zoned General Commercial District (GCD) and serves as the entryway to the entrance to the Livingston County East Complex, east of that is the National City Bank. The Livingston County East Complex is located south of the subject parcel and is zoned GCD. West of the property is the Big Boy Restaurant, also zoned GCD.

The elimination of 3 access drives onto Grand River Avenue will significantly improve the traffic near this intersection.

The Genoa Township Future Land Use Plan designates this property for General Commercial uses. The surrounding property is designated for a General Commercial use.

The proposed use is consistent with the development occurring in the area and is consistent with the long term planning within the Township. The landscaping and architecture proposed will allow this site to be developed in harmony with the surrounding area. The impacts of the improvements to the surrounding area have been minimized. All areas disturbed by construction will require restoration.

The proposed use of the property as general commercial use will not create any significant emissions of smoke, airborne solids, odors, gases, vibrations, noise or glare discernable and substantially annoying or injurious to persons and/or property beyond the lot lines. Radioactive emissions and electromagnetic radiation shall not be emitted in excess of quantities established as safe in accordance with the ordinance when measured at the property lines. No flammable liquids, gases or explosives shall be stored or used on the property. No underground or aboveground storage tanks are proposed on the property.

D. IMPACT ON PUBLIC FACILITIES AND SERVICES

Police protection will be provided by the Livingston County Sheriff and the Michigan State Police. Additional services required to accommodate this building are anticipated to be minor.

Fire protection will be provided by the Brighton Area Fire Department. The property is within the water district and fire hydrants are readily accessible for utilization in the event of a fire. Adequate fire protection systems are proposed within the building and as a part of the

April 30, 2008

development of the site, including one new fire hydrant. Additional fire protection services required to accommodate this building are anticipated to be minor.

Construction of this building will not create any direct adverse impact on the schools.

E. IMPACT ON PUBLIC UTILITIES

The property is presently located within municipal sewer and water districts. The proposed building will be connected to the existing sanitary sewer and water main. Existing water main and sanitary sewer are located in easements to the south of the proposed building.

Water service to the building will be provided from the existing water main located within an easement that traverse South of the proposed building. The water main will be extended through the site as necessary to provide adequate water supply and fire protection. An easement for repair, maintenance and access will be provided for this water main extension. Capacity is available within the existing water system to provide adequate service to this development.

Sanitary sewer service for the development will be provided from the existing sanitary sewer main which traverses the site South of the proposed building. The sanitary sewer will be extended through the site as necessary to provide adequate sanitary service. Capacity is available within the existing sanitary sewer system to provide adequate service to this development.

The site is serviced by electric, gas, phone and cable systems located along Grand River Avenue. Utility companies have indicated the ability to provide the necessary utilities to operate the proposed building.

F. STORAGE AND HANDLING OF ANY HAZARDOUS MATERIALS

The proposed general commercial space will not utilize or store any potentially hazardous or polluting materials other than standard household type cleaning products. All solid wastes should be properly disposed of through a licensed waste disposal firm on a regular basis.

G. IMPACT ON TRAFFIC AND PEDESTRIANS

The project site is located along the Grand River Avenue corridor. Grand River Avenue, in the area of the proposed development, is major arterial public street consisting of four

April 30, 2008

directional traffic lanes and a center left turn lane. Access to the site from Grand River Avenue will be provided via a driveway near the west side of the site and thru the relocated driveway serving the Livingston County East Complex. A cross access easement is proposed which will allow for the future extension of the driveway along the south side of the building to serve property to the west.

Traffic Engineering Associates, Inc. located in Lansing Michigan has prepared a Traffic Assessment for the proposed development (Attachment 1). The Traffic Assessment has been provided to and reviewed by both the Livingston County Road Commission and Michigan Department of Transportation.

The Traffic Assessment projects the development will generate 49 vehicle trips in the AM Peak hour, 208 vehicle trips in the PM peak hour and 1534 vehicle trips daily. A significant amount of the trips are classified as Pass-By Trips. Pass-by trips are already present in the existing passing traffic.

Attachment 2 is a table of customer counts performed by ALDI at similar food markets. The highest customer count was at the store located on Corunna Road in Flint Michigan. The high count was 845 with an average of 537 customers. The average count for all the stores was 450 customers.

The anticipated traffic generated by this development is consistent with the current growth in the community. No significant impact on the major thoroughfares of Livingston County is anticipated as a result of this development. The elimination of four driveways onto Grand River Avenue and construction of a right turn only entrance and exit will reduce conflicts. Directing exiting traffic from the site to the traffic signal at Golf Club will improve the traffic from the proposed development and the Livingston County East Complex.

This facility will provide service to pedestrian traffic through a pedestrian sidewalk connection from the proposed parking area to the building entrance locations. The project location is not conducive to generate significant volumes of pedestrian traffic. No adverse impact on pedestrian traffic is anticipated as a result of developing the proposed project.

H. SPECIAL PROVISIONS

A variance has been obtained for the reduction of the setback from the Right-of-Way of Grand River Avenue. A reduction of 16 feet was granted to allow the 4-foot setback from the R.O.W for the portion of the site adjacent to the 75-foot wide ½ R.O.W.

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An easement agreement to utilize the driveway to the Livingston County East Complex will be provided. No additional special provisions or requirements are currently proposed for this facility.

I. SITE LIGHTING

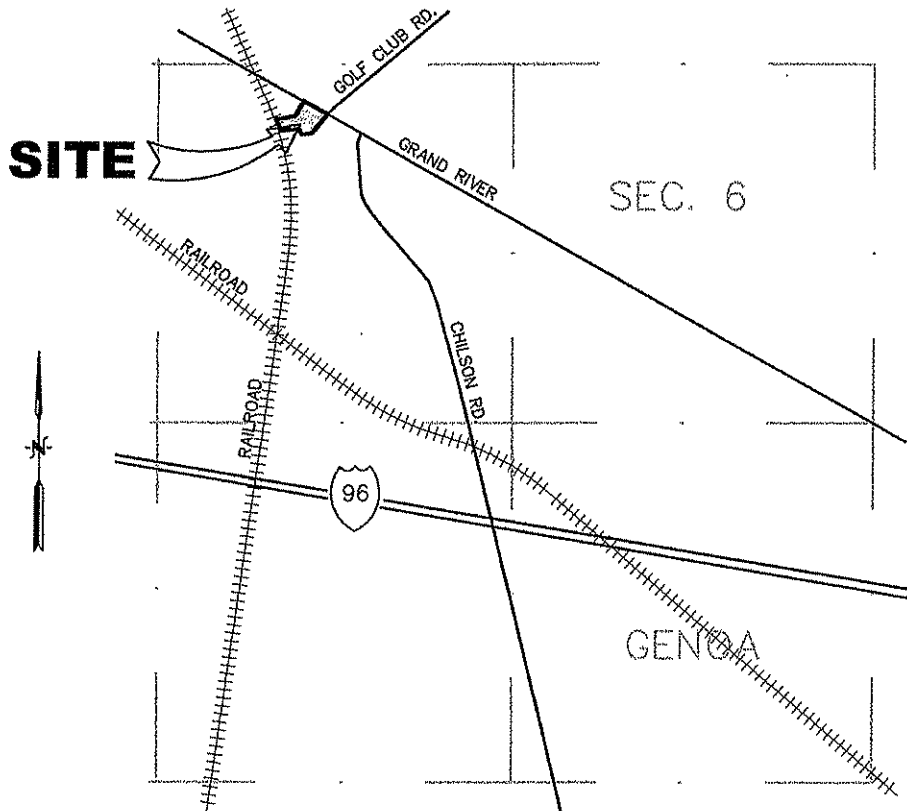
All site lighting shall meet the requirements of the Genoa Township ordinances. Exterior building mounted site lighting shall be shielded and down directed. Pole mounted site lighting is proposed for this project. All pole-mounted lighting shall be shielded and down directed on the site. General site lighting, excluding safety and emergency lighting, shall be used between the times from dusk to 12:00 a.m. and from 5:00 a.m. to dawn.

J. HOURS OF OPERATION

Hours of operation will generally be between 9:00 am to 8:00 pm Monday thru Saturday and 10:00 am to 5:00 pm on Sunday. Corporate deliveries are the bulk of the product line and are scheduled when the store is closed. Smaller delivery trucks will be delivering goods periodically during regular business hours.

April 30, 2008

FIGURE #1



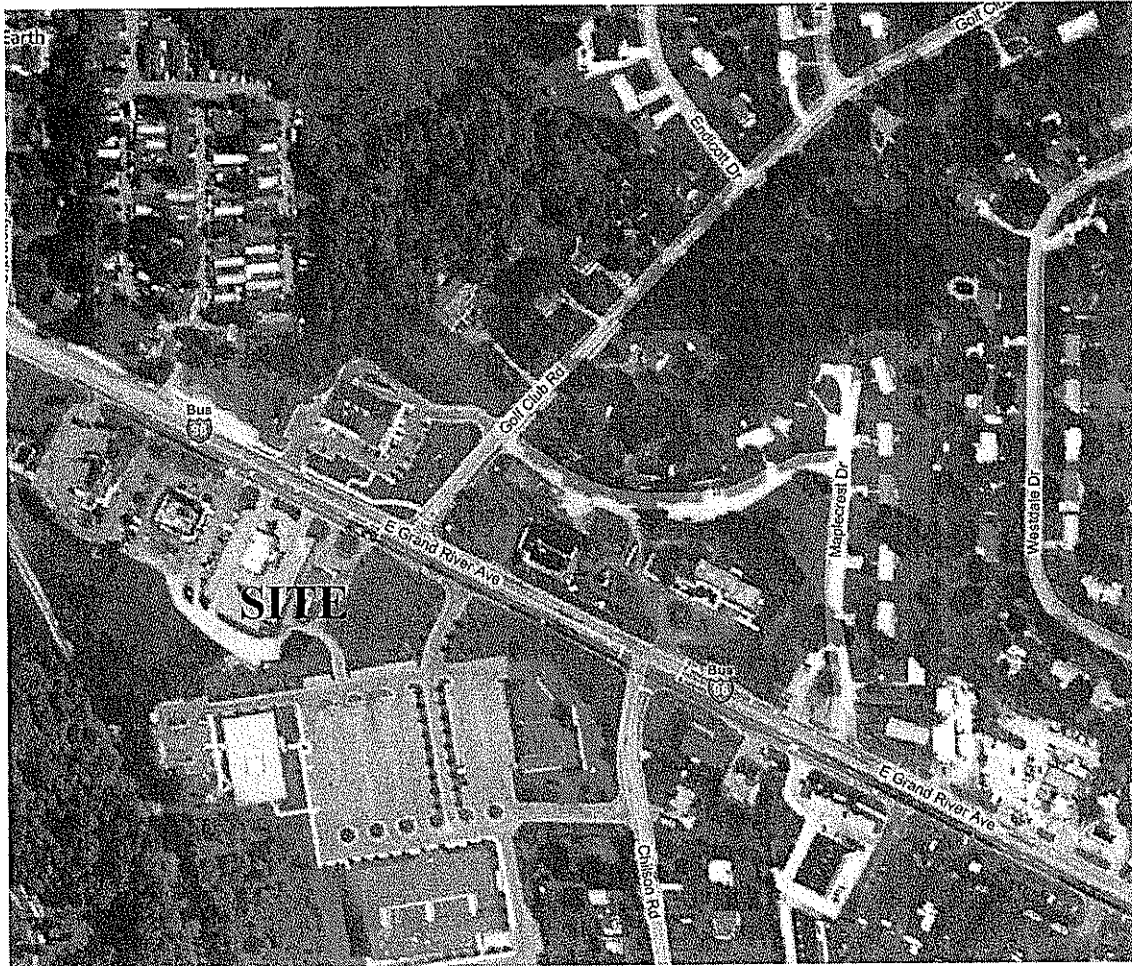
LOCATION MAP

NOT TO SCALE

SITE ADDRESS
2250 E. GRAND RIVER ROAD
HOWELL, MICHIGAN 48843

April 30, 2008

FIGURE #2

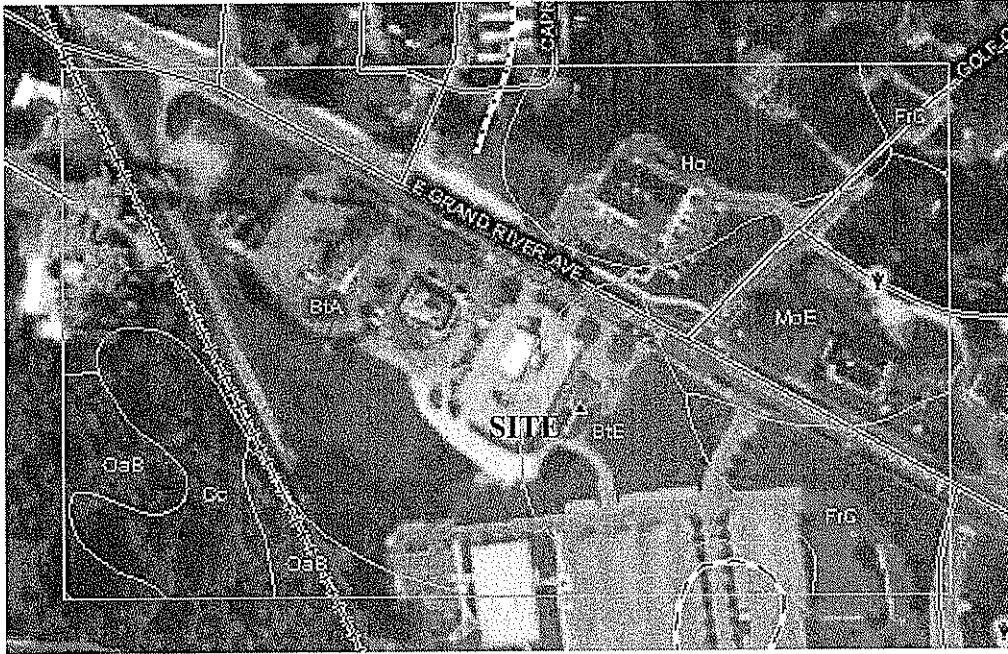


AERIAL PHOTOGRAPH

NO SCALE

April 30, 2008

FIGURE #3



SITE SOILS

NO SCALE

Source: Soil Survey of Livingston County, Michigan
United States Department of Agriculture,
Soil Conservation Service

Soil Legend:

BtE Boyer-Oshtemo loamy sands, 18 to 25 percent slopes
BtA Boyer-Oshtemo loamy sands, 0 to 2 percent slopes
MoE Miami loam, 18 to 25 percent slopes
Ho Houghton muck, 0 to 2 percent slopes

ATTACHMENT 1

TRAFFIC ASSESSMENT

For the Proposed

ALDI Food Market

Genoa Township, Livingston County, Mi.



TRAFFIC ASSESSMENT

**For the Proposed
Aldi Grocery Store**

Genoa Twp., Livingston Co., MI

April 2, 2008

Prepared by:

**Traffic Engineering
Associates, Inc.**

2810 East Saginaw St. • Lansing, MI 48912

517/339-1658 FAX: 517/339-1620

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PROJECT DESCRIPTION

The purpose of this study is to determine the new traffic generated by the development of a proposed, approximately 15,000 square feet (interior area) Aldi Grocery Store in Genoa Township, Livingston County, Michigan. The project site is located in the southwest quadrant of the intersection of Grand River Road/ I-96BL and Golf Club Drive.

As part of the construction of the new Aldi Grocery Store, the existing drive approach for the Livingston County Services Complex will be relocated to the west of the existing location so to line up directly across from Golf Club Road. This will change the existing "T" intersection at Golf Club Road to a four legged intersection. Additionally, an eastbound to southbound right turn lane is being proposed at the intersection to accommodate the right turning traffic on the relocated new drive approach. This new driveway will be a shared driveway with the new Aldi Grocery Store and will continue past the Aldi property allowing access to the Livingston County Services Complex to the south and east of the Aldi site.

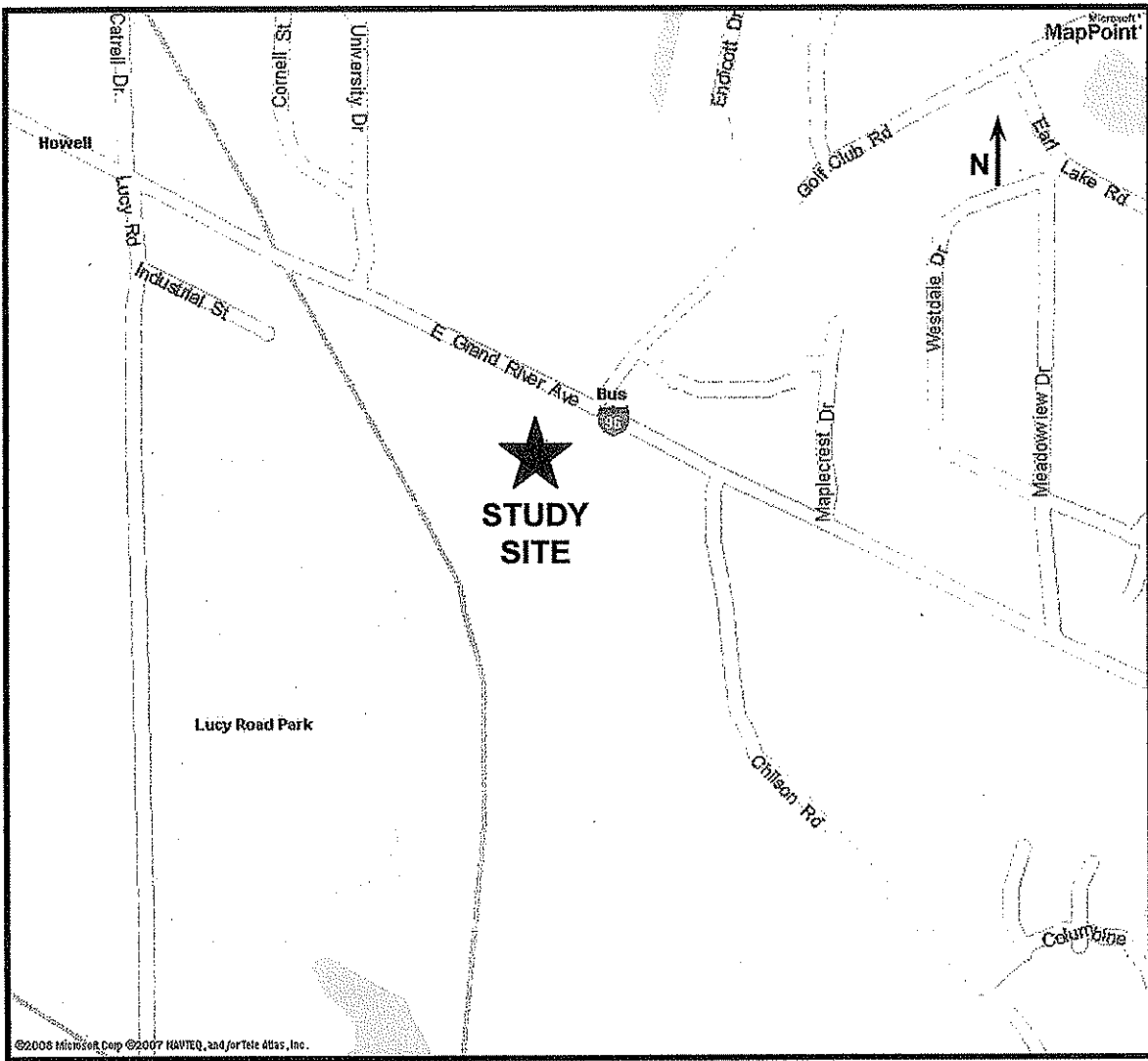
Access to the proposed Aldi Grocery Store site will be provided via two (2) driveways; one (1) on Grand River Road and one (1) on the proposed relocated driveway directly south of Golf Club Road. The proposed Aldi driveway on Grand River Road will be restricted to a right-in and right-out only driveway. The proposed Aldi driveway on the relocated driveway will have full access entering and exiting.

The traffic analysis is limited to the following items:

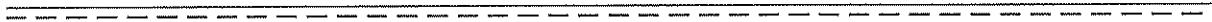
- Converting the October, 2005 existing traffic counts to October, 2008 counts utilizing a 2% compounded annual growth rate for Livingston County.
- Trip generation and distribution for the proposed Aldi Grocery Store.
- Discussion of any potential sight distance issues.

This study was conducted in accordance with the guidelines set forth in "Evaluating Traffic Impact Studies, A Recommended Practice for Michigan Communities" sponsored by the Tri-County Regional Planning Commission and the Michigan Department of Transportation.





STUDY SITE MAP



ROADWAYS AND INTERSECTIONS

Grand River Road/ I-96-BL is a five-lane paved road with curb and gutter at the Aldi site. The posted speed limit is 45 MPH. Sidewalks are present along the north side Grand River Road.

Golf Club Road is a two-lane paved road with gravel shoulders. The posted speed limit is 35 MPH and there are no sidewalks along Golf Club Road.

The intersection of Grand River Road and Golf Club Road is controlled by a two-phase traffic signal, which is under the jurisdiction of the Michigan Department of Transportation (MDOT). The east-west approaches on Grand River Road are three (3) lanes. The east approach has one (1) continuous left turn lane, one (1) thru lane, and one (1) thru-right turn lane. The west approach has one (1) continuous left turn lane, and two (2) thru lanes. The north approach on Golf Club Road has two (2) lanes, one (1) right turn lane and one (1) left turn.

LAND USE

The project site currently has one (1) vacant building and one (1) building which is still occupied; both buildings will be removed as part of this project. The unoccupied building was a McDonald's Fast Food Restaurant with drive-through, and the currently occupied building is a real estate office. To the north of the property is a CVS Pharmacy, to the west is a Big Boy Restaurant, and to the east is the Livingston County Services Complex.

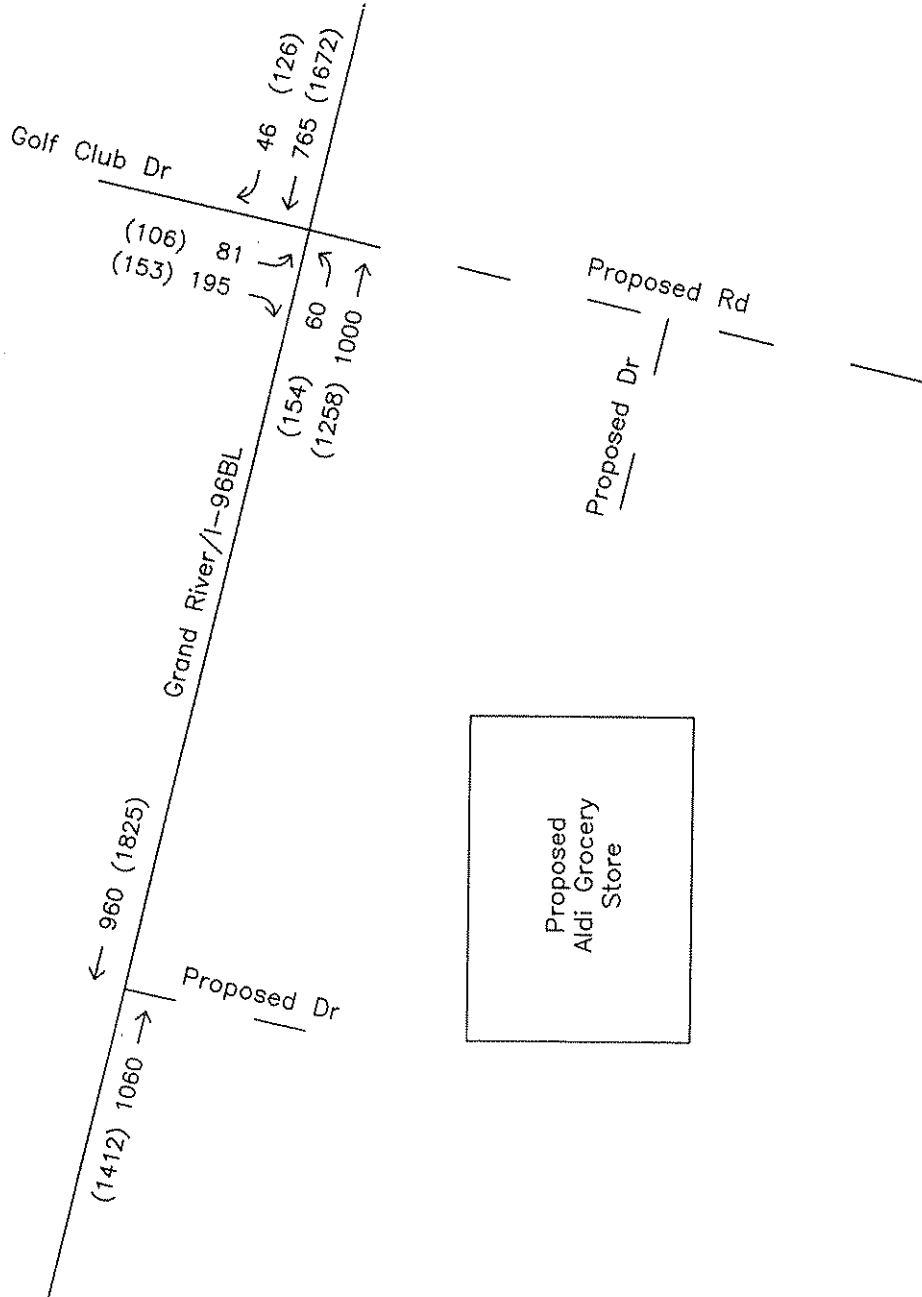
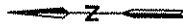


EXISTING TRAFFIC VOLUMES

The Michigan Department of Transportation (MDOT) conducted vehicle turning movement surveys on October 6, 2005. This data was provided to TEA, Inc. for its use on this project. In order to update the counts to current roadway estimates, a 2% compounded growth rate was added to the data over a three (3.0) year period. The 2% growth rate was provided to TEA, Inc. from an MDOT representative for use on this study. The updated data would bring the surveys to approximate October 6, 2008 values. The development is expected to begin construction this year, and construction should be complete by this fall or winter. October 2008 estimates represent a close approximation of traffic volumes at full build-out.

The AM and PM peak hours of existing traffic are 8:00-9:00 AM and 4:30-5:30 PM respectively. The existing weekday AM and PM peak hour traffic volumes are shown in **Figure 1**.





TEA
TRAFFIC ENGINEERING
ASSOCIATES, INC.
2810 E. Spring St.
Lansing, MI 48912
PHONE: (517) 339-1658
FAX: (517) 339-1620

LEGEND

XXX AM Pk Hr (8:00-9:00 AM) Volumes
(XXX) PM Pk Hr (4:30-5:30 PM) Volumes

SITE TRAFFIC GENERATION

The projected traffic to be generated by the proposed Aldi Grocery Store is summarized in **Table 1**. The trip generation rates were derived from the ITE TRIP GENERATION MANUAL (7th edition).

The ITE trip generation rates for Supermarket (Land Use Code 850) were selected as representing the 15,000 square foot Aldi Grocery Store. The ITE description of Supermarket is as follows:

Supermarkets are free-standing retail stores selling a complete assortment of food, food preparation and wrapping materials and household cleaning items. Supermarkets may also contain the following products and services: ATMs, automobile supplies, bakeries, books and magazines, dry cleaning, floral arrangements, greeting cards, limited-service banks, photo centers, pharmacies and video rental areas.

It is projected that the proposed Aldi Grocery Store development will generate 49 vehicle trips in the AM peak hour, 208 vehicle trips in the PM peak hour, which includes 75 pass-by trips, and 1,534 vehicle trips daily.

Significant shares of trips generated by commercial enterprises (i.e. retail) are classified as "pass-by" trips. **Pass-by** trips are already present in the existing passing traffic stream, and represent trips, which have other ultimate destinations, which are interrupted to visit the commercial site. Pass-by trips are already "passing by" the site and therefore do not add new traffic to the adjoining street system. Pass-by trips are attracted from traffic passing the site on an adjacent street (Grand River Road) that offers direct access to the generator (Aldi Grocery Store).

According to the ITE Trip Generation Handbook, the average pass-by trip percentage in the PM peak hour for a supermarket is thirty-six (36%) percent. ITE does not provide data on pass-by trips for the AM peak hour for this land use.

Pass-by trips differ from primary trips. **Primary** trips are made for the specific purpose of visiting the generator (Aldi Grocery Store). Primary trips do add new traffic to the adjoining road system.



Table 1
Traffic Generation Summary

	Supermarket (ITE Code 850)
Size of Development	15,000 sq. ft.
AM Peak Hour Vehicle Trips	49
In	30
Out	19
PM Peak Hour Vehicle Trips	208 (75)
In	106
Out	102
Weekday Daily Vehicle Trips	1,534

(000) represent pass-by vehicles



SITE TRAFFIC DISTRIBUTION

The distribution of site generated traffic volumes for the future weekday AM and PM peak hours for the proposed Aldi Grocery Store is illustrated in **Figure 2**.

Traffic distribution was based on existing traffic volumes on Grand River Road/ I-96BL. The distribution was based on traffic passing by the proposed driveway on Grand River Road. Below is the driveway distribution.

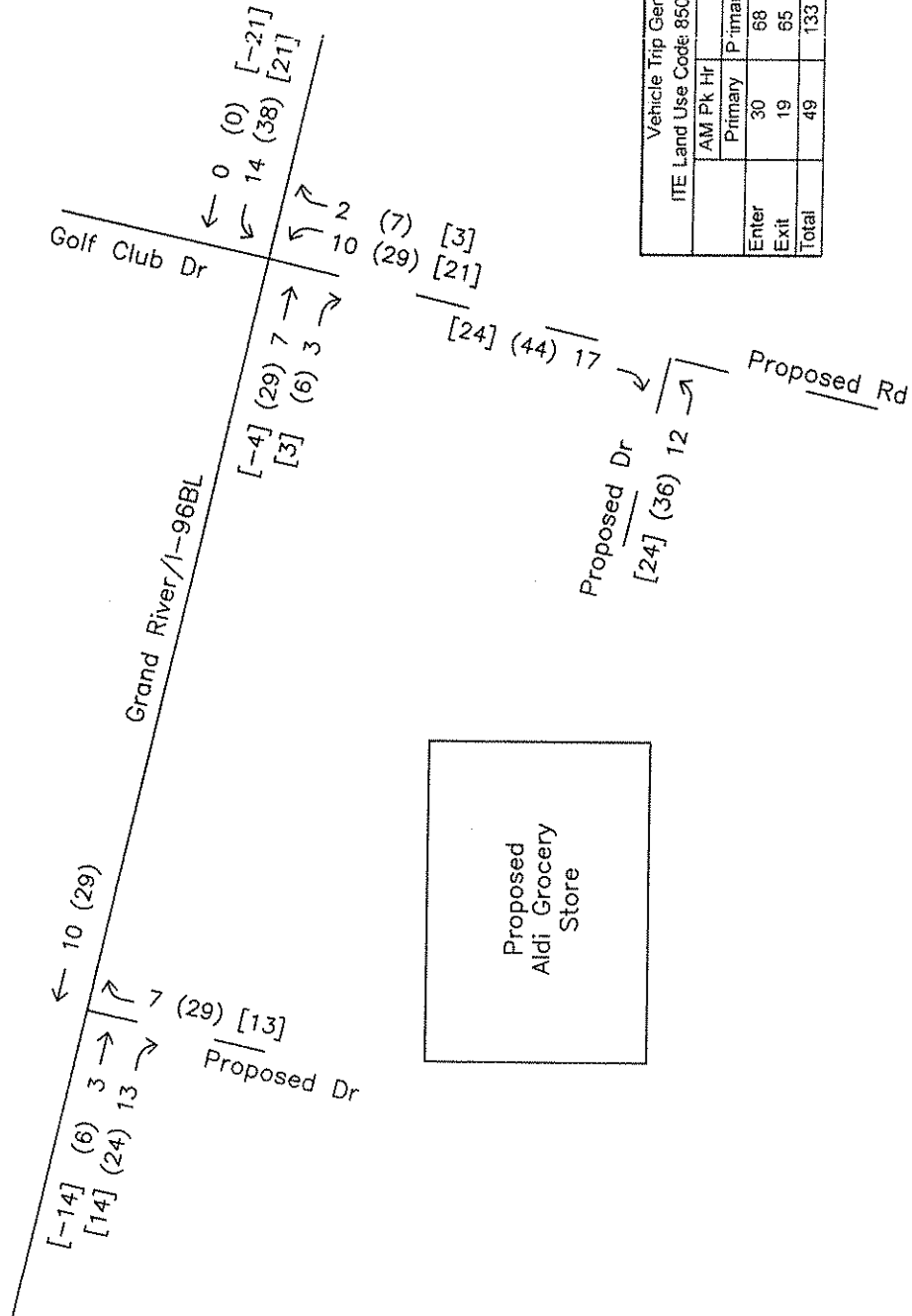
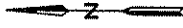
Grand River Road		
	AM Peak Hour	PM Peak Hour
To/From the EAST	48%	56%
To/From the WEST	52%	44%

Since the proposed driveway on Grand River Road has restricted right-in and right-out movements, some assumptions were made in regard to the traffic accessing the site:


- All traffic entering the proposed Aldi Grocery Store from the EAST on Grand River Road will use the entrance on the proposed relocated driveway, south of Golf Club Road.
- 80% of the traffic entering the proposed Aldi Grocery Store from the WEST will use the proposed right-in entrance on Grand River Road. The remaining 20% will use the entrance on the proposed road to the south of Golf Club Road.
- All traffic exiting to the WEST of the proposed Aldi Grocery Store on Grand River Road will use the exit on the proposed relocated driveway, south of Golf Club Road.
- 80% of the traffic exiting the proposed Aldi Grocery Store to the EAST will use the proposed right-out exit on Grand River Road. The remaining 20% will use the exit on the proposed relocated driveway, south of Golf Club Road.

The traffic volumes for the future weekday AM and PM peak hours are illustrated in **Figure 3**. Adding the site generated traffic volumes to the existing volumes yielded the future (2008) volumes.





Vehicle Trip Generation			
ITE Land Use Code: 850: Supermarket			
	AM Pk Hr	PM Pk Hr	Total
Primary	30	68	38
Pass-By	19	65	37
Total	49	133	75



 TRAFFIC ENGINEERING
 ASSOCIATES, INC.
 2810 E. Sibley St.
 Lansing, MI 48912
 PHONE: (517) 339-1668
 FAX: (517) 339-1620

LEGEND
 XXX AM Pk Hr (8:00-9:00 AM) Volumes
 (XXX) PM Pk Hr (4:30-5:30 PM) Volumes
 [XXX] PM Pk Hr Pass-By Volumes

FIGURE 2: Site Traffic - Peak Hours
 DATE: March 27, 2008 SCALE: NTS PAGE: 9

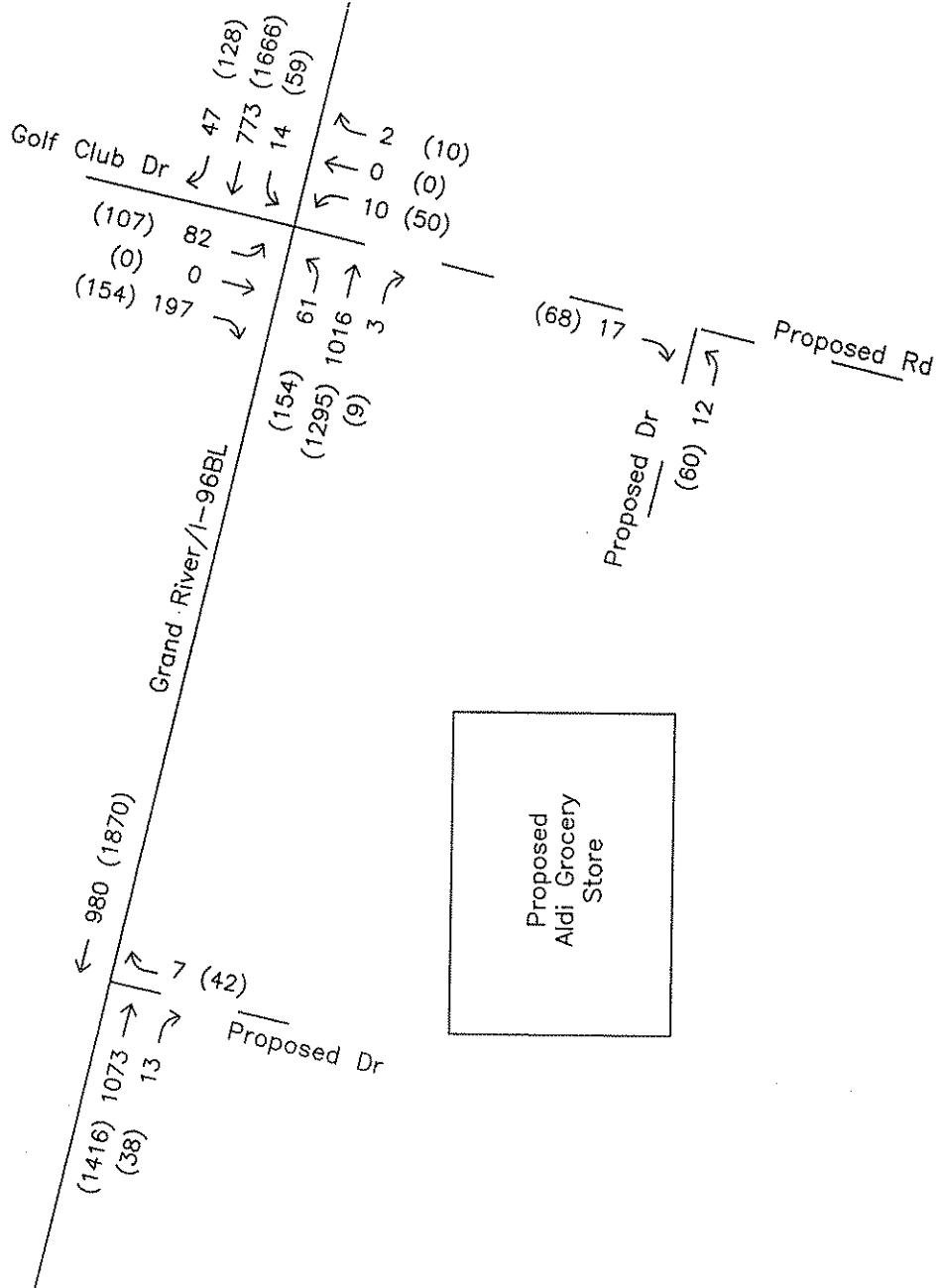
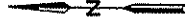


FIGURE 3: Future Traffic - Peak Hours

LEGEND

XXX AM Pk Hr (6:00-9:00 AM) Volumes
 (XXX) PM Pk Hr (4:30-8:30 PM) Volumes

TRAFFIC ENGINEERING
 ASSOCIATES, INC.
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 Lansing, MI 48912
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SITE ACCESS

Currently the proposed Aldi Grocery Store site has four (4) existing driveways on Grand River Road. These driveways will be removed and replaced with one (1) restricted right-in and right-out driveway. This will significantly improve access management along this portion of Grand River Road.

A sight distance evaluation was completed at the proposed site, and there are no sight distance concerns that will need to be mitigated at this location.

CONCLUSIONS

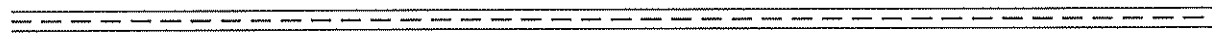
The findings of this study give rise to the following conclusions and recommendations:

- The two proposed access driveways for the Aldi Grocery Store should be built in accordance to the Michigan Department of Transportation (MDOT) and Livingston County Road Commission (LCRC) standards.
- With the changed geometrics from the addition of the proposed south approach (relocation of the Livingston County Services Complex driveway) at the intersection of Grand River Road and Golf Club Road, the traffic signal will need to be updated. New signal heads will need to be added to accommodate the south leg of the intersection, as well as updated signal timings to account for the additional south leg.
- Given the restricted access driveway on Grand River Road and the second driveway being located on the proposed relocated driveway, the proposed Aldi Grocery Store is expected to have minimal impact on the Grand River Road corridor.



SUPPLEMENTAL INFORMATION

Preliminary Site Plan
MDOT 2005 Traffic Counts
Updated 2008 Traffic Counts



Dave Sonnenberg

From: Saved by Microsoft Internet Explorer 5
Sent: Wednesday, March 05, 2008 12:53 PM
To: Saved by Microsoft Internet Explorer 5
Subject: Traffic Signal GIS (Detail)

MDOT Turning Movement Count Report -
 Cars & Trucks

INT ID **CO #** **ROAD 1** **ROAD 2** **COMMUNITY** **TMC DATE**
 117 117 E Grand River Rd Golf Club Rd Genoa Twp 10/6/2005

Start Time	EB				App Total	WB				App Total	SW				App Total	Interval Total
	Left	Thru	Right	Ped		Left	Thru	Right	Ped		Left	Thru	Right	Ped		
7:00 AM	9	160	0	0	169	0	119	5	0	124	16	0	45	0	61	354
7:15 AM	12	199	0	0	211	0	183	2	0	185	23	0	56	0	79	475
7:30 AM	13	216	0	0	229	0	167	7	0	174	22	0	53	0	75	478
7:45 AM	19	302	0	0	321	0	183	12	0	195	39	0	50	0	89	605
8:00 AM	12	213	0	0	225	0	168	7	0	175	15	0	40	0	55	455
8:15 AM	9	222	0	0	231	0	159	13	0	172	25	0	41	0	66	469
8:30 AM	13	224	0	0	237	0	178	15	0	193	19	0	46	0	65	495
8:45 AM	23	293	0	0	316	0	224	9	0	233	18	0	59	0	77	626
11:00 AM	15	265	0	0	280	0	237	12	0	249	17	0	25	0	42	571
11:15 AM	25	299	0	0	324	0	282	23	0	305	20	0	19	0	39	668
11:30 AM	13	307	0	0	320	0	243	19	0	262	20	0	24	0	44	626
11:45 AM	17	336	0	0	353	0	298	15	0	313	24	0	24	0	48	714
12:00 PM	21	313	0	0	334	0	297	27	0	324	15	0	22	0	37	695
12:15 PM	27	323	0	0	350	0	301	22	0	323	21	0	36	0	57	730
12:30 PM	29	306	0	0	335	0	317	20	0	337	17	0	31	0	48	720
12:45 PM	14	270	0	0	284	0	317	18	0	335	28	0	23	0	51	670
4:00 PM	37	311	0	0	348	0	358	37	0	395	20	0	34	0	54	797
4:15 PM	21	292	0	0	313	0	386	25	0	411	32	0	27	0	59	783
4:30 PM	33	263	0	0	296	0	435	27	0	462	23	0	40	0	63	821
4:45 PM	33	287	0	0	320	0	353	25	0	378	20	0	31	0	51	749
5:00 PM	41	336	0	0	377	0	406	33	0	439	26	0	44	0	70	888
5:15 PM	39	312	0	0	351	0	398	35	0	433	32	0	30	0	62	846
5:30 PM	35	276	0	0	311	0	360	37	0	397	44	0	31	0	75	783
5:45 PM	36	218	0	0	254	0	328	18	0	346	35	0	43	0	78	678
Total	546	6543	0	0	7089	0	6697	463	0	7160	571	0	874	0	1445	15694
App %	7.7	92.3	0.0			0.0	93.5	6.5			39.5	0.0	60.5			
Total %	3.5	41.7	0.0		45.2	0.0	42.7	3.0		45.6	3.6	0.0	5.6		9.2	
HV %	4	4	0			0	4	4			5	5	4			

Grand River/ I-96 BL @ Golf Club Rd

October 2005 Traffic Volumes

Start Time	Golf Club Rd			Grand River/ I-96BL			From the South			Grand River/ I-96BL			Int. Total		
	From the North			From the East			From the South			From the West					
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right			
8:00	15	0	40	0	168	7	175	0	0	0	12	213	0	225	455
8:15	25	0	41	0	159	13	172	0	0	0	9	222	0	231	469
8:30	19	0	46	0	178	15	193	0	0	0	13	224	0	237	495
8:45	18	0	59	0	224	9	233	0	0	0	23	293	0	316	626
Total	77	0	186	0	729	44	773	0	0	0	57	952	0	1009	2045
PHF	0.854			0.829			0.000			0.798					

Start Time	Golf Club Rd			Grand River/ I-96BL			From the South			Grand River/ I-96BL			Int. Total		
	From the North			From the East			From the South			From the West					
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right			
4:30	23	0	40	0	435	27	462	0	0	0	33	263	0	296	821
4:45	20	0	31	0	353	25	378	0	0	0	33	287	0	320	749
5:00	26	0	44	0	406	33	439	0	0	0	41	336	0	377	886
5:15	32	0	30	0	398	35	433	0	0	0	39	312	0	351	846
Total	101	0	145	0	1592	120	1712	0	0	0	146	1198	0	1344	3302
PHF	0.879			0.926			0.000			0.891					

Updated October 2008 Existing Traffic Volumes (Using 2% Growth Rate over 3.0 years)

Start Time	Golf Club Rd			Grand River/ I-96BL			From the South			Grand River/ I-96BL			Int. Total		
	From the North			From the East			From the South			From the West					
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right			
8:00	16	0	42	0	178	7	185	0	0	0	13	226	0	239	482
8:15	27	0	43	0	169	14	183	0	0	0	10	235	0	245	498
8:30	20	0	49	0	189	16	205	0	0	0	14	237	0	251	525
8:45	19	0	63	0	237	10	247	0	0	0	24	311	0	335	664
Total	82	0	197	0	773	47	820	0	0	0	61	1009	0	1070	2169
PHF	0.851			0.830			0.000			0.799					

Start Time	Golf Club Rd			Grand River/ I-96BL			From the South			Grand River/ I-96BL			Int. Total		
	From the North			From the East			From the South			From the West					
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right			
4:30	24	0	42	0	461	29	490	0	0	0	35	279	0	314	870
4:45	21	0	33	0	374	27	401	0	0	0	35	304	0	339	794
5:00	28	0	47	0	430	35	465	0	0	0	43	356	0	399	939
5:15	34	0	32	0	422	37	459	0	0	0	41	331	0	372	897
Total	107	0	154	0	1687	128	1815	0	0	0	154	1270	0	1424	3500
PHF	0.870			0.926			0.000			0.892					

ATTACHMENT 2

Customer Counts

ALDI Food Market

CUSTOMER COUNTS - ALDI

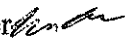
Note #1: Customer counts are the count of each transaction. If a customer goes back and buys another bag or their child buys gum or they bring their mother, they all count as extra customers.

Note #2: High customer counts were the Saturday before Easter.

<u>Day of Week</u>	<u>Date</u>	<u>#17 5625 Saginaw Lansing</u>	<u>#61 2931 Fort St Wyandotte</u>	<u>#64 1630 Main Owosso</u>	<u>#81 4270 Corunna Flint</u>	<u>#83 1850 Telegraph Monroe</u>	<u>#89 34030 Van Dyke Sterling Hqs</u>
Sat	3/1	582	516	625	674	492	585
Sun	3/2	329	394	312	332	366	405
Mon	3/3	423	470	571	607	426	496
Tue	3/4	413	411	472	592	340	495
Wed	3/5	358	304	427	520	277	318
Thu	3/6	417	393	475	579	419	473
Fri	3/7	394	436	633	557	443	517
Sat	3/8	507	420	600	610	379	511
Sun	3/9	340	334	335	339	289	361
Mon	3/10	435	454	481	571	460	467
Tue	3/11	366	388	481	521	332	425
Wed	3/12	403	370	458	522	352	471
Thu	3/13	393	391	477	510	345	424
Fri	3/14	382	447	628	529	388	436
Sat	3/15	519	495	560	569	419	528
Sun	3/16	293	398	351	310	291	383
Mon	3/17	394	433	473	530	375	541
Tue	3/18	357	421	481	537	372	420
Wed	3/19	369	378	492	553	350	442
Thu	3/20	436	450	619	622	427	480
Fri	3/21	523	552	760	766	491	613
Sat	3/22	602	564	715	845	457	662
Sun	3/23				E A S T E R		
Mon	3/24	350	362	461	432	311	377
Tue	3/25	318	335	364	471	265	383
Wed	3/26	357	313	393	497	294	428
Thu	3/27	345	361	394	501	324	361
Fri	3/28	355	352	530	549	340	437
Sat	3/29	474	441	537	534	439	550
Sun	3/30	264	366	263	303	260	372
Mon	3/31	337	405	379	457	335	425
Tue	4/1	401	434	580	600	385	445
Wed	4/2	397	433	507	547	380	475
Thu	4/3	396	443	549	548	427	457
Fri	4/4	456	473	644	593	437	490
Sat	4/5	496	496	581	599	526	580
Sun	4/6	329	367	326	383	348	417
Mon	4/7	393	463	514	597	391	545
Tue	4/8	438	423	492	611	421	533
High		602	564	760	845	526	662
Average		404	418	498	537	378	467
Low		264	304	263	303	260	318

MEMORANDUM

TO: Township Board

FROM: Michael Archinal, Manager 

DATE: 6/30/08

RE: Whitehorse Drive Contract

Attached you will find a contract from Fonson Construction for the repair of catch-basins and partial resurfacing of Whitehorse Drive. The cost of the project is \$35,467. This is slightly higher than the \$28,000 originally budgeted mostly due to the volatility of petroleum prices and its effect on asphalt costs. The cost of the catch-basin repair will be paid out of a developer escrow account so the impact on the General Fund will be very close to the original budget amount. Please consider the following action:

Moved by _____, supported by _____, to approve a contract with Fonson Construction for work to be done on Whitehorse Drive at the cost of \$35,467.

MEMORANDUM

TO: Township Board
FROM: Michael Archinal
DATE: 3/14/08
RE: FY 2008/2009 Roads

The Township has typically spent between \$250,000 and \$300,000 per year on road improvements. Last year we were attempting to pave Challis/Conrad however, because of Road Commission, right-of-way and property owner issues this project is not likely to move forward in the short term. This disappointment, in effect, delayed our road improvement program by one year.

In addition to Challis/Conrad, last year's budget included substantial funds for the purchase of land for a park. Since neither of these projects came to fruition our fund balance is in an improved position. The FY 2008/2009 budget proposes a "catch-up" to make up for last year with a \$605,000 General Fund transfer for road improvements.

PARDEE/WESTPHAL/BEATTIE

The largest expenditure is for a crushed limestone installation on Pardee, Westphal and Beattie roads. These roads represent 2.5 miles of contiguous improvement which will make grading operations easier for the Road Commission. Having consistent material on adjacent roads is therefore beneficial. These roads are also of a type that will not have to be paved for a very long time. Crushed limestone creates a very durable driving surface. It does not however make a very good base for paving. We have a quote from Fonson Construction for \$266,000. Based on conversations with the LCRC I am recommending adding \$24,000 to this amount to provide for additional material and drainage improvements.

BRIGHTON ROAD

Brighton Road west of Chilson was paved approximately 15 years ago and has failed, especially in the area immediately west of the railroad tracks. This is a project very similar to Crooked Lake Road in which the Township paid for the existing paved surface to be crushed, reshaped and paved. We have received numerous complaints from our residents on this stretch of asphalt as it serves a large portion of our southwestern subdivisions. The Engineer's opinion of probable cost is \$140,000.

SUBDIVISION CRACKSEALING

A new wrinkle to this year's program is subdivision crack sealing. You may recall that several months ago you commissioned a study to rate our subdivision roads. The study rated our roads from 10 to 1 with 10 being the best. The results of this study follow this report. Through private development and Special Assessment Districts we have a large number of roads that are fairly new and in fairly good shape. These roads represent a

huge investment and a huge future expense if they are not properly maintained. Roads with ratings of 7 or higher can receive benefit from hot rubber overbanding a.k.a. crack sealing. Lower rated pavement sections require sealcoating or resurfacing and are much more expensive. This program recommends treatment to those pavements that can have their useful life extended through relatively inexpensive cracksealing. In addition to responsible infrastructure management this treatment allows for a large number of subdivisions to receive improvement. \$127,000 of cracksealing is proposed for the attached roads. I recommend that we continue an aggressive cracksealing program in the future.

PARDEE LAKE ROAD DRAINAGE

A private 4" drain tile that used to convey water off of Coon Lake Road near Pardee Lake Road was damaged or removed last year. It is unclear who the responsible party is. Properties in the area and Coon Lake Road are receiving significant flooding. Typically the Road Commission the Drain Commission and the Township would work together to form a drainage district to address the problem. The Township portion of such a district is usually 25%. The Road Commission plans to directionally drill a new pipe to drain this area. The estimated cost is \$36,000. Because of the soft costs associated with establishing a district this type of low cost project is not a good candidate for a district. The budget includes an \$18,000 contribution for this improvement.

WHITEHORSE DRIVE

Whitehorse Drive has proved to be my magnum opus. Among the laundry list of things the LCRC has required prior to accepting this road is improvement to the existing paved portion adjacent to Gold's Gym. We are actually getting closer to finalizing LCRC acceptance. This budget includes \$28,000 for this improvement.

CONCLUSION

All in all this year represents an aggressive schedule that will provide direct and tangible benefits to our constituents. They also represent projects that I am confident we can accomplish without obstruction from other parties. I was frankly disappointed with our inability to deliver on Challis/Conrad. I am excited about what this plan includes and look forward to successfully completing the projects herein.

I will not be in attendance on 3/17/08. I will be on a family vacation and I know this represents a lot of money. If there is no disagreement with the total amount of \$605,000 and if there are specific issues or questions that can not be answered I recommend that you adopt the budget and table whatever portion is a concern. I can then revise or clarify the program at a future meeting.



ConsensusDOCS™ proudly endorsed by the following:



CONSENSUSDOCS NO. 205

STANDARD SHORT FORM AGREEMENT BETWEEN OWNER AND CONTRACTOR

(Where the Contract Price is a Lump Sum)

This document was developed through a collaborative effort of entities representing a wide cross-section of the construction industry. The organizations endorsing this document believe it represents a fair and reasonable consensus among the collaborating parties of allocation of risk and responsibilities in an effort to appropriately balance the critical interests and concerns of all project participants.

These endorsing organizations recognize and understand that users of this document must review and adapt this document to meet their particular needs, the specific requirements of the project, and applicable laws. Users are encouraged to consult legal, insurance and surety advisors before modifying or completing this document. Further information on this document and the perspectives of endorsing organizations is available in the ConsensusDOCS Guidebook.

Job Number: _____

Account Code: _____

This Agreement is made this 16 day of June, 2008, by and between

OWNER,

Genoa Township
2911 Dorr Road
Brighton, MI 48116

and

CONTRACTOR,

Fonson, Inc.
7644 Whitmore Lake Road
Brighton, MI 48116

PROJECT: Genoa Township 2008 Whitehorse Drive Improvements

ARCHITECT/ENGINEER:

Tetra Tech
123 Brighton Lake Road, Suite 203
Brighton, MI 48116

1. **THE WORK** Fonson, Inc. shall furnish construction administration and management services and use Fonson, Inc.'s diligent efforts to perform the Work in an expeditious manner consistent with the Contract Documents. Fonson, Inc. shall provide all labor, materials, equipment and services necessary to complete the Work, as described in Exhibit A, all of which shall be provided in full accord with and reasonably inferable from the Contract Documents as being necessary to produce the indicated results.
2. **CONTRACT PRICE** As full compensation for performance by Fonson, Inc. of the Work, Genoa Township shall pay Fonson, Inc. per the T&M Billings submitted. The estimated Contract price is Thirty five thousand four hundred sixty seven Dollars (\$35,467.00). The estimated contract price is hereinafter referred to as the Contract Price, which shall be subject to increase or decrease as provided in this Agreement.
3. **EXHIBITS** The following Exhibits are incorporated by reference and made part of this Agreement:
 - EXHIBIT A: The Work, 01 pages. (Base Bid Summary as Submitted on 02/08/08)
 - EXHIBIT C: Progress Schedule, 0 pages.
 - EXHIBIT D: Alternates and Unit Prices, include dates when alternates and unit prices no longer apply, 01 pages. (Refer to Exhibit 'A')
4. **ETHICS** The Genoa Township and the Fonson, Inc. shall perform their obligations with integrity, ensuring at a minimum that: a) Conflicts of interest shall be avoided or disclosed promptly to the other Party; and b) The Fonson, Inc. and the Genoa Township warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, Subcontractors or others for whom they may be liable, to secure preferential treatment.
5. **CONTRACTOR'S RESPONSIBILITIES** Fonson, Inc. shall be responsible for supervision and coordination of the Work, including the construction means, methods, techniques, sequences and procedures utilized, unless the Contract Documents give other specific instructions.
 - 5.1 Except for permits and fees that are the responsibility of the Genoa Township pursuant to this Agreement, Fonson, Inc. shall obtain and pay for all necessary permits, licenses and renewals pertaining to the Work.
 - 5.2 Fonson, Inc. shall pay all applicable taxes legally enacted when bids are received or negotiations concluded for the Work provided by Fonson, Inc..
 - 5.3 In the event that Genoa Township elects to perform work at the Worksite directly or by others retained by Genoa Township, Fonson, Inc. and Genoa Township shall coordinate the activities of all forces at the Worksite and shall agree upon fair and reasonable schedules and operational procedures for Worksite activities. Genoa Township shall require each separate contractor to cooperate with Fonson, Inc. and assist with the coordination of activities and the review of construction schedules and operations. The Contract Price and Contract Time shall be equitably adjusted, as mutually agreed by the Parties, for changes made necessary by the coordination of construction activities, and the construction schedule shall be revised accordingly.
 - 5.4 In order to facilitate its responsibilities for completion of the Work in accordance with and as

reasonably inferable from the Contract Documents, prior to commencing the Work, Fonson, Inc. shall examine and compare the drawings and specifications with information furnished by Genoa Township pursuant to Paragraph 6.2; relevant field measurements made by Fonson, Inc.; and any visible conditions at the Worksite affecting the Work.

5.5 WARRANTY

5.5.1 The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. Fonson, Inc. warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Fonson, Inc. further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Fonson, Inc.'s warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Genoa Township or others retained by Genoa Township, or abuse.

5.5.2 If, prior to the Date of Substantial Completion and within one year after the date of Substantial Completion of the Work, any portion of the Work is found to be not in conformance with the Contract Documents ("Defective Work"), Genoa Township shall promptly notify Fonson, Inc. in writing. Unless Genoa Township provides written acceptance of the condition, Fonson, Inc. shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible.

5.6 SAFETY Fonson, Inc. shall have overall responsibility for safety precautions and programs in the performance of the Work, except that Fonson, Inc.'s subcontractors shall also be responsible for the safety of persons or property in the performance of their work, and for compliance with the provisions of applicable laws and regulations. Fonson, Inc. shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite; materials and equipment stored at on-site or off-site locations for use in the Work; and property located at the site and adjacent to Work areas, whether or not the property is part of the Work.

5.7 HAZARDOUS MATERIALS A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal and/or clean-up. Fonson, Inc. shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, or rendered or determined to be harmless by Genoa Township as certified by an independent testing laboratory and approved by the appropriate government agency. If Fonson, Inc. incurs additional costs and/or is delayed due to the presence or remediation of Hazardous Material, Fonson, Inc. shall be entitled to an equitable adjustment in the Contract Price and/or the Contract Time.

5.8 MATERIALS BROUGHT TO THE WORKSITE Fonson, Inc. shall be responsible for the proper delivery, handling, application, storage, removal and disposal of all materials and substances brought to the Worksite by Fonson, Inc. in accordance with the Contract Documents and used or consumed in the performance of the Work.

5.9 SUBMITTALS Fonson, Inc. shall submit to Genoa Township and, if directed, to its Engineer (Tetra Tech) for review and approval all shop drawings, samples, product data and similar submittals required by the Contract Documents. Submittals may be submitted in electronic form if required in accordance with ConsensusDOCS 200.2 and Paragraph 6.4. Fonson, Inc. shall be responsible to Genoa Township for the accuracy and conformity of its submittals to the Contract Documents. Fonson, Inc. shall prepare and deliver its submittals to Genoa Township in a manner consistent with the Schedule of the Work and in such time and sequence so as not to delay the performance of the Work or the work of Genoa Township and others retained by Genoa Township. When Fonson, Inc. delivers its submittals to Genoa Township, Fonson, Inc. shall identify in writing for each submittal all changes, deviations or substitutions from the requirements of the Contract Documents. The approval of any Fonson, Inc. submittal shall not be deemed to authorize deviations, substitutions or changes

in the requirements of the Contract Documents unless express written approval is obtained from Genoa Township specifically authorizing such deviation, substitution or change. Further, Genoa Township shall not make any change, deviation or substitution through the submittal process without specifically identifying and authorizing such deviation to Fonson, Inc.. Genoa Township shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay. Fonson, Inc. shall perform all Work strictly in accordance with approved submittals. Genoa Township's approval does not relieve Fonson, Inc. from responsibility for Defective Work resulting from errors or omissions of any kind on the approved Shop Drawings.

5.10 SITE CONDITIONS If the conditions at the Worksite are (a) subsurface or other physical conditions which are materially different from those indicated in the Contract Documents, or (b) unusual or unknown physical conditions which are materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Fonson, Inc. shall stop Work and give immediate written notice of the condition to Genoa Township and the Engineer (Tetra Tech). Fonson, Inc. shall not be required to perform any work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price and/or Contract Time as a result of the unknown condition shall be made by Change Order.

5.11 CUTTING, FITTING AND PATCHING Fonson, Inc. shall perform cutting, fitting and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Genoa Township or others retained by Genoa Township.

5.12 CLEANING UP Fonson, Inc. shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, Fonson, Inc. shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. Fonson, Inc. shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Fonson, Inc. shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials and debris.

6. OWNER'S RESPONSIBILITIES Any information or services to be provided by Genoa Township shall be provided in a timely manner so as not to delay the Work.

6.1 FINANCIAL INFORMATION Prior to commencement of the Work and thereafter at the written request of Fonson, Inc., Genoa Township shall provide Fonson, Inc. with evidence of Project financing. Evidence of such financing shall be a condition precedent to Fonson, Inc.'s commencing or continuing the Work. Fonson, Inc. shall be notified prior to any material change in Project financing.

6.2 WORKSITE INFORMATION Genoa Township shall provide at Genoa Township's expense and with reasonable promptness the following, which Fonson, Inc. shall be entitled to rely upon for its accuracy and completeness:

6.2.1 information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface and environmental studies, reports and investigations;

6.2.2 tests, inspections and other reports dealing with environmental matters, hazardous material and other existing conditions, including structural, mechanical and chemical tests, required by the Contract Documents or by law; and

6.2.3 any other information or services requested in writing by Fonson, Inc. that are relevant to Fonson, Inc.'s performance of the Work and under Genoa Township's control.

The information required by this Paragraph shall be provided in reasonable detail. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, allies, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by Fonson, Inc. in laying out the Work.

6.3 BUILDING PERMIT, FEES AND APPROVALS Except for those required of Fonson, Inc. pursuant to this Agreement, Genoa Township shall secure and pay for all other permits, approvals, easements, assessments and fees required for the development, construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

6.4 ELECTRONIC DOCUMENTS If the Genoa Township requires that the Genoa Township, Engineer (Tetra Tech) and Fonson, Inc. exchange documents and data in electronic or digital form, prior to any such exchange, the Genoa Township, Engineer (Tetra Tech) and Fonson, Inc. shall agree on a written protocol governing all exchanges in ConsensusDOCS 200.2 or a separate Agreement.

7. SUBCONTRACTS Work not performed by Fonson, Inc. with its own forces shall be performed by subcontractors. Fonson, Inc. agrees to bind every subcontractor and material supplier (and require every subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's and material supplier's portions of the Work.

8. CONTRACT TIME

8.1 DATE OF COMMENCEMENT The Date of Commencement is the date of this Agreement as first written on page one of this Agreement, unless otherwise set forth below:

8.2 TIME Substantial Completion of the Work shall be achieved in One Hundred Twenty (120) Days from the Date of Commencement. Unless otherwise specified in the Certificate of Substantial Completion, the Work shall be finally complete within Thirty (30) Days after the date of Substantial Completion, subject to adjustments as provided for in the Contract Documents. Time limits stated above are of the essence of the Agreement.

10. DELAYS AND EXTENSIONS OF TIME

10.1 If the Fonson, Inc. is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the Fonson, Inc., the Fonson, Inc. shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of the Fonson, Inc. include, but are not limited to, the following: acts or omissions of the Genoa Township, the Engineer (Tetra Tech) or Others; changes in the Work or the sequencing of the Work ordered by the Genoa Township, or arising from decisions of the Genoa Township that impact the time of performance of the Work; transportation delays not reasonably foreseeable; labor disputes not involving the Fonson, Inc.; general labor disputes impacting the Project but not specifically related to the Worksite; fire; terrorism, epidemics, adverse governmental actions, unavoidable accidents or circumstances; adverse weather conditions not reasonably anticipated; encountering Hazardous Materials; concealed or unknown conditions; delay authorized by the Genoa Township pending dispute resolution. The Fonson, Inc. shall process any requests for equitable extensions of Contract Time in accordance with the provisions of Paragraph 12.

10.2 In addition, if the Fonson, Inc. incurs additional costs as a result of a delay that is caused by acts or omissions of the Genoa Township, the Engineer (Tetra Tech) or Others, changes in the Work or the sequencing of the Work ordered by the Genoa Township, or arising from decisions of the Genoa Township that impact the time of performance of the Work, encountering Hazardous Materials, or concealed or unknown conditions, delay authorized by the Genoa Township pending dispute resolution, the Fonson, Inc. shall be entitled to an equitable adjustment in the Contract Price subject to Paragraph 12.

10.3 In the event delays to the Work are encountered for any reason, Fonson, Inc. shall provide prompt written notice to Genoa Township of the cause of such delays after Fonson, Inc. first recognizes the delay. Genoa Township and Fonson, Inc. agree to undertake reasonable steps to mitigate the effect of such delays.

10.4 NOTICE OF DELAY CLAIMS If Fonson, Inc. requests an equitable extension of Contract Time and/or an equitable adjustment in Contract Price as a result of a delay, Fonson, Inc. shall give Genoa Township written notice of the claim. If Fonson, Inc. causes delay in the completion of the Work, Genoa Township shall be entitled to recover its additional costs, subject to the mutual waiver of consequential damages herein.

11. ALLOWANCES All allowances stated in the Contract Documents shall be included in the Contract Price. While Genoa Township may direct the amounts of, and particular material suppliers or subcontractors for, specific allowance items, if Fonson, Inc. reasonably objects to a material supplier or subcontractor, it shall not be required to contract with them. Genoa Township shall select allowance items in a timely manner so as not to delay the Work. Allowances shall include the costs of materials and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. Fonson, Inc.'s overhead and profit for the allowances shall be included in the Contract Price, but not in the allowances. The Contract Price shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

12. CHANGES

12.1 Fonson, Inc. may request and/or Genoa Township may order changes in the Work or the timing or sequencing of performance of the Work that impacts the Contract Price or the Contract Time. All such changes in the Work that affect Contract Time or Contract Price shall be formalized in a Change Order.

12.2 Genoa Township and Fonson, Inc. shall negotiate in good faith an appropriate adjustment to the Contract Price and/or the Contract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price and/or Contract Time shall not be unreasonably withheld.

12.3 COST OR CREDIT DETERMINATION

12.3.1 An increase or decrease in the Contract Price and/or the Contract Time resulting from a change in the Work shall be determined by one or more of the following methods:

12.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

12.3.1.2 a mutually accepted, itemized lump sum;

12.3.1.3 costs calculated on a basis agreed upon by Genoa Township and Fonson, Inc. plus a fee (either a lump sum or a fee based on a percentage of cost) to which they agree; or

12.4 UNIT PRICES If unit prices are included in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit price items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to Genoa Township or Fonson, Inc., such unit prices shall be equitably adjusted.

12.5 PERFORMANCE OF CHANGED WORK Fonson, Inc. shall not be obligated to perform Changed Work until a Change Order has been executed by Genoa Township and Fonson, Inc..

13. PAYMENT

13.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution of this Agreement, Fonson, Inc. shall prepare and submit to Genoa Township, and if directed, its Engineer (Tetra Tech), a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a monetary price such that the total of all items shall equal the Contract Price.

13.2 PROGRESS PAYMENTS Fonson, Inc. shall submit to Genoa Township and, if directed, its Engineer (Tetra Tech) a monthly application for payment no later than the first Day of the calendar month for the preceding thirty (30) Days. Fonson, Inc.'s applications for payment shall be itemized and supported by Fonson, Inc.'s schedule of values and any other substantiating data as required by this Agreement. Payment applications shall include payment requests on account of properly authorized Change Orders. Genoa Township shall pay the amount otherwise due on any payment application, less any amounts as set forth below, no later than twenty (30) Days after Fonson, Inc. has submitted a complete and accurate payment application. Genoa Township may deduct, from any progress payment, such amounts as may be retained pursuant to Paragraph 13.4.

13.3 RETAINAGE From each progress payment made prior to Substantial Completion Genoa Township may retain zero percent (0 %) of the amount otherwise due after deduction of any amounts

as provided in Paragraph 13.4 of this Agreement.

13.4 ADJUSTMENT OF CONTRACTOR'S PAYMENT APPLICATION Genoa Township may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Genoa Township from loss or damage based upon the following, to the extent that Fonson, Inc. is responsible for such under this Agreement:

13.4.1 Fonson, Inc.'s repeated failure to perform the Work as required by the Contract Documents;

13.4.2 loss or damage arising out of or relating to this Agreement and caused by Fonson, Inc. to Genoa Township or to others retained by Genoa Township to whom the Genoa Township may be liable;

13.4.3 Fonson, Inc.'s failure to properly pay Subcontractors for labor, materials or equipment furnished in connection with the Work following receipt of such payment from Genoa Township;

13.4.4 Defective Work not corrected in a timely fashion;

13.4.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed within the Contract Time, and

13.4.6 reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work.

No later than seven (7) Days after receipt of an application for payment, Genoa Township shall give written notice to Fonson, Inc. disapproving or nullifying it or a portion of it, specifying the reasons for the disapproval or nullification. When the above reasons for disapproving or nullifying an application for payment are removed, payment shall be made for the amounts previously withheld.

13.5 PAYMENT DELAY If for any reason not the fault of Fonson, Inc., Fonson, Inc. does not receive a progress payment from Genoa Township within seven (7) Days after the time such payment is due, Fonson, Inc., upon giving seven (7) Days' written notice to Genoa Township, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Fonson, Inc. has been received. The Contract Price and Contract Time shall be equitably adjusted by Change Order for reasonable cost and delay resulting from shutdown, delay and start-up.

13.6 SUBSTANTIAL COMPLETION When Substantial Completion of the Work or a designated portion thereof is achieved, Fonson, Inc. shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, and the respective responsibilities of Genoa Township and Fonson, Inc. for interim items such as security, maintenance, utilities, insurance and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Fonson, Inc. to Genoa Township for written acceptance of responsibilities assigned in the Certificate. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

13.6.1 Upon acceptance by Genoa Township of the Certificate of Substantial Completion, Genoa Township shall pay to Fonson, Inc. the remaining retainage held by Genoa Township for the Work described in the Certificate of Substantial Completion less a sum equal to two hundred percent (200%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by Genoa Township and Fonson, Inc. as necessary to achieve final completion. Uncompleted items shall be completed by Fonson, Inc. in a mutually agreed time frame. Genoa Township shall pay Fonson, Inc. monthly the amount retained for unfinished items as each item is completed.

13.7 FINAL COMPLETION When final completion has been achieved, Fonson, Inc. shall prepare for Genoa Township's acceptance a final application for payment stating that to the best of Fonson, Inc.'s knowledge, and based on Genoa Township's inspections, the Work has reached final completion in accordance with the Contract Documents.

13.7.1 Final payment of the balance of the Contract Price shall be made to Fonson, Inc.

within twenty (20) Days after Fonson, Inc. has submitted to the Genoa Township a complete and accurate application for final payment and the following submissions:

13.7.1.1 an affidavit declaring any indebtedness connected with the Work, e.g. payrolls or invoices for materials or equipment, to have been paid, satisfied or to be paid with the proceeds of final payment, so as not to encumber Genoa Township's property;

13.7.1.2 as-built drawings, manuals, copies of warranties and all other close-out documents required by the Contract Documents;

13.7.1.3 release of any liens, conditioned on final payment being received;

13.7.1.4 consent of any surety, if applicable; and

13.7.1.5 a report of any accidents or injuries experienced by Fonson, Inc. or its Subcontractors at the Worksite.

13.8 Claims not reserved in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work and latent defects.

13.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the prime rate prevailing at the place of the Project.

14. INDEMNITY

14.1 To the fullest extent permitted by law, Fonson, Inc. shall indemnify and hold harmless the Genoa Township, Genoa Township's officers, directors, members, consultants, agents and employees and the Engineer (Tetra Tech) (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property insured under Paragraph 15.2, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work to the extent caused by the negligent acts or omissions of the Fonson, Inc., subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Fonson, Inc. shall be entitled to reimbursement of any defense costs paid above Fonson, Inc.'s percentage of liability for the underlying claim to the extent provided under Paragraph 14.2.

14.2 To the fullest extent permitted by law, Genoa Township shall indemnify and hold harmless Fonson, Inc., its officers, directors or members, subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured under Paragraph 15.2, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of work by Genoa Township, Engineer (Tetra Tech) or others retained by Genoa Township, but only to the extent of the negligent acts or omissions of the Genoa Township, Engineer (Tetra Tech) or others retained by Genoa Township. The Genoa Township shall be entitled to reimbursement of any defense costs paid above Genoa Township's percentage of liability for the underlying claim to the extent provided under Paragraph 14.1.

14.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of the Fonson, Inc., anyone directly or indirectly employed by the Fonson, Inc. or anyone for whose acts the Fonson, Inc. may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Fonson, Inc. under Workers' Compensation acts, disability benefit acts or other employment benefit acts.

15. INSURANCE

15.1 Prior to the start of the Work, the Fonson, Inc. shall procure and maintain in force Workers Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. If requested, the Fonson, Inc. shall provide the Genoa Township with certificates of the insurance coverage required. The Fonson, Inc.'s Employers' Liability, Business Automobile Liability, and

Commercial General Liability policies, as required in this Paragraph 2, shall be written with at least the following limits of liability:

15.1.1 Employers' Liability Insurance

a. \$500,000.00

Bodily Injury by Accident

Each Accident

b. \$1,000,000.00

Bodily Injury by Disease

Policy Limit

c. \$500,000.00

Bodily Injury by Disease

Each Employee

15.1.2 Business Automobile Liability Insurance

a. \$1,000,000.00

Each Accident

15.1.3 Commercial General Liability Insurance

a. \$1,000,000.00

Each Occurrence

b. \$1,000,000.00

General Aggregate

c. \$2,000,000.00

Products/Completed

Operations Aggregate

d. \$2,000,000.00

Personal and Advertising

Injury Limit \$1,000,000.00

15.2 Employers' Liability, Business Automobile Liability and Commercial General Liability coverage required under Paragraph 1 may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies. The Fonson, Inc. shall maintain in effect all insurance coverage required under Paragraph 15.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If the Fonson, Inc. fails to obtain or maintain any insurance coverage required under this Agreement, the Genoa Township may purchase such coverage and charge the expense to the Fonson, Inc., or terminate this Agreement. The policies of insurance required under Subparagraph 15.1 shall contain a provision that the coverage afforded under the policies shall not be cancelled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Genoa Township. The Fonson, Inc. shall maintain completed operations liability insurance for one year after acceptance of the Work, Substantial Completion of the Project, or to the time required by the Contract Documents, whichever is longer. Prior to commencement of the Work, Fonson, Inc. shall furnish the Genoa Township with certificates evidencing the required coverage.

15.3 PROPERTY INSURANCE Before the start of Work, the Genoa Township shall obtain and maintain Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss. This insurance shall also name the Fonson, Inc., Subcontractors, Sub-subcontractors, Material

Suppliers and Engineer (Tetra Tech) as named insureds. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss except those specifically excluded by the policy. The Genoa Township shall be solely responsible for any deductible amounts or coinsurance penalties. This policy shall provide for a waiver of subrogation in favor of the Fonson, Inc., Subcontractors, Sub-subcontractors, Material Suppliers and Engineer (Tetra Tech). This insurance shall remain in effect until final payment has been made or until no person or entity other than the Genoa Township has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until the Genoa Township has secured the consent of the insurance company or companies providing the coverage required in this Paragraph. Prior to commencement of the Work, the Genoa Township shall provide a copy of the property policy or policies obtained in compliance with this Paragraph.

15.3.1 If the Genoa Township does not intend to purchase the property insurance required by this Agreement, including all of the coverages and deductibles described herein, the Genoa Township shall give written notice to the Fonson, Inc. and the Engineer (Tetra Tech) before the Work is commenced. The Fonson, Inc. may then provide insurance to protect its interests and the interests of the Subcontractors and Sub-subcontractors, including the coverage of deductibles. The cost of this insurance shall be charged to the Genoa Township in a Change Order. The Genoa Township shall be responsible for all of Fonson, Inc.'s costs reasonably attributed to the Genoa Township's failure or neglect in purchasing or maintaining the coverage described above.

15.3.2 Genoa Township and Fonson, Inc. waive all rights against each other and their respective employees, agents, contractors, subcontractors and sub-subcontractors, and the Engineer (Tetra Tech) for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance and such rights as the Fonson, Inc. may have for the failure of the Genoa Township to obtain and maintain property insurance in compliance with Subparagraph 15.2.

15.3.3 To the extent of the limits of Fonson, Inc.'s Commercial General Liability Insurance specified in Paragraph 15.1 or - Dollars (\$-) whichever is more, the Fonson, Inc. shall indemnify and hold harmless the Genoa Township against any and all liability, claims, demands, damages, losses and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Genoa Township's existing adjacent property that may arise from the performance of the Work, to the extent caused by of the negligent acts or omissions of the Fonson, Inc., Subcontractor or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

15.4 OWNER'S INSURANCE The Genoa Township may procure and maintain insurance against loss of use of the Genoa Township's property caused by fire or other casualty loss. The Genoa Township shall either self-insure or obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement, including without limitation, loss of use and claims, losses and expenses arising out of the Genoa Township's errors or omissions.

15.5 ADDITIONAL LIABILITY COVERAGE Genoa Township _____ shall/xshall not (indicate one) require Fonson, Inc. to purchase and maintain liability coverage, primary to Genoa Township's coverage under Subparagraph 15.4.

15.5.1 If required by Subparagraph 15.5. the additional liability coverage required of the Subcontractor shall be: [Designate Required Coverage]

x .1 ADDITIONAL INSURED. Genoa Township shall be named as an additional insured on Fonson, Inc.'s Commercial General Liability Insurance specified, for operations and completed operations, but only with respect to liability for bodily injury, property damage or personal and advertising injury to the extent caused by the negligent acts or omissions of Fonson, Inc., or those acting on Fonson, Inc.'s behalf, in the performance of Fonson, Inc.'s Work for Genoa Township at the Worksite.

Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this Subparagraph shall be paid by the Genoa Township directly or the costs may be reimbursed by Genoa Township to Fonson,

Inc. by increasing the Contract Price to correspond to the actual cost required to purchase and maintain the additional liability coverage. Prior to commencement of the Work, Fonson, Inc. shall obtain and furnish to the Genoa Township a certificate evidencing that the additional liability coverages have been procured.

16. **BONDS** Performance and Payment Bonds ___ are/x are not required of Subcontractor. Such bonds shall be issued by a surety admitted in Michigan and must be acceptable to Fonson, Inc.. Fonson, Inc.'s acceptance shall not be withheld without reasonable cause. The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond.

17. **LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES** Excluding losses covered by insurance required by the Contract Documents, the Genoa Township and Fonson, Inc. agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Genoa Township agrees to waive damages including but not limited to the Genoa Township's loss of use of the Project, any rental expenses incurred, loss of income, profit or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation, or insolvency. The Fonson, Inc. agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this Paragraph shall also apply to the termination of this Agreement and shall survive such termination.

The following items of damages are excluded from this mutual waiver:

17.1 The provisions of this Paragraph shall also apply to the termination of this Agreement and shall survive such termination. The Genoa Township and the Fonson, Inc. shall require similar waivers in contracts with Subcontractors and Others retained for the project.

18. **RISK OF LOSS** Except to the extent a loss is covered by applicable insurance, risk of loss and/or damage to the Work shall be upon the Fonson, Inc. until the Date of Substantial Completion, unless otherwise agreed to by the Parties.

19. **NOTICE TO CURE AND TERMINATION**

19.1 **NOTICE TO CURE A DEFAULT** If Fonson, Inc. persistently refuses or fails to supply enough qualified workers, proper materials, and/or equipment to maintain the approved Schedule of the Work in accordance with Article 6, or fails to make prompt payment to its workers, subcontractors or material suppliers, disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Fonson, Inc. may be deemed in default. If Fonson, Inc. fails within seven (7) business Days after written notification to commence and continue satisfactory correction of such default with diligence and promptness, then Genoa Township shall give the Fonson, Inc. a second written notice to correct the default within a three (3) business Day period. If the Fonson, Inc. fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the Genoa Township, without prejudice to any other rights or remedies, shall have the right to take reasonable steps it deems necessary to correct deficiencies and charge the cost to Fonson, Inc. who shall be liable for such payments including reasonable overhead, profit and attorneys' fees.

19.2 **TERMINATION BY OWNER** If, within seven (7) Days of receipt of a notice to cure pursuant to Paragraph 19.1, Fonson, Inc. fails to commence and satisfactorily continue correction of the default set forth in the notice to cure, Genoa Township may notify Fonson, Inc. that it intends to terminate this Agreement for default absent appropriate corrective action within fourteen (14) additional Days. After the expiration of the additional fourteen (14) Day period, Genoa Township may terminate this Agreement by written notice absent appropriate corrective action. Termination for default is in addition to any other remedies available to Genoa Township under Paragraph 19.1. If Genoa Township's costs arising out of Fonson, Inc.'s failure to cure, including the cost of completing the Work and reasonable attorney fees, exceed the unpaid Contract Price, Fonson, Inc. shall be liable to Genoa Township for such excess costs. If Genoa Township's costs are less than the unpaid Contract Price, Genoa Township shall pay the difference to Fonson, Inc.. In the event Genoa Township exercises its rights under this Paragraph, upon the request of Fonson, Inc., Genoa

Township shall furnish to Fonson, Inc. a detailed accounting of the costs incurred by Genoa Township.

19.2.1 The Genoa Township shall make reasonable efforts to mitigate damages arising from the Fonson, Inc. default and shall promptly invoice the Fonson, Inc. for all amounts due pursuant to Paragraphs 19.1 and 19.2.

19.3 TERMINATION BY CONTRACTOR Upon seven (7) Days' written notice to Genoa Township, Fonson, Inc. may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of Fonson, Inc. for any of the following reasons:

- .1 under court order or order of other governmental authorities having jurisdiction;
- .2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Fonson, Inc., materials are not available; or

19.4 In addition, upon seven (7) Days' written notice to Genoa Township, Fonson, Inc. may terminate the Agreement if Genoa Township:

- .1 fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project in accordance with Paragraph 6.1, or
- .2 assigns this Agreement over Fonson, Inc.'s reasonable objection, or
- .3 fails to pay Fonson, Inc. in accordance with this Agreement and Fonson, Inc. has complied with the notice provisions of Paragraph 14.5, or
- .4 otherwise materially breaches this Agreement.

19.5 Upon termination by Fonson, Inc. pursuant to this Agreement, Fonson, Inc. shall be entitled to recover from Genoa Township payment for all Work executed and for any proven loss, cost or expense in connection with the Work, including all demobilization costs plus reasonable overhead and profit.

19.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred or obligations arising before the termination date.

20. CLAIMS AND DISPUTE RESOLUTION

20.1 CLAIMS FOR ADDITIONAL COST OR TIME Except as provided in Paragraphs 10.2 and 10.4 for any claim for an increase in the Contract Price and/or the Contract Time, Fonson, Inc. shall give Genoa Township written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after Fonson, Inc. first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Any change in the Contract Price and/or the Contract Time resulting from such claim shall be authorized by Change Order.

20.2 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, Fonson, Inc. shall continue the Work and maintain the Schedule of the Work during any dispute resolution proceedings. If Fonson, Inc. continues to perform, Genoa Township shall continue to make payments in accordance with the Agreement.

20.3 INITIAL DISPUTE RESOLUTION PROCESSES If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the Parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association before recourse to any binding dispute resolution procedures.

20.4 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to mediation, the Parties shall submit the matter to the binding dispute resolution procedure designated herein (Designate only one):

Arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association or the Parties may mutually agree to select another set of arbitration

rules. The administration of the arbitration shall be as mutually agreed by the Parties.

x Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

20.5 COST OF DISPUTE RESOLUTION The costs of any binding dispute resolution procedures shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

20.6 VENUE The venue of any binding dispute resolution procedure shall be the location of the Project, unless the Parties agree on a mutually convenient location.

21. ASSIGNMENT Neither Genoa Township nor Fonson, Inc. shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns and legal representatives. Neither Party to this Agreement shall assign the Agreement as a whole without written consent of the other.

22. GOVERNING LAW This Agreement shall be governed by the law in effect at the location of the Project.

23. JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

OWNER: Genoa Township

BY:

PRINT NAME _____

PRINT TITLE _____

ATTEST:

CONTRACTOR: Fonson, Inc.

BY:

PRINT NAME Michael S. Fraker

PRINT TITLE Project Manager

ATTEST:

MYERS & MYERS, PLLC

ATTORNEYS AT LAW

Kelly A. Myers
Roger L. Myers *
* Also Admitted to Practice in California

8163 Grand River Avenue
Suite 400
Brighton, Michigan 48114

J. Kyle Guthrie
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(810)229-6620
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May 30, 2008

Thomas Guastello
Center Management
300 Park Street, Suite 410
Birmingham, MI 48009

Richard A. Heikkinen, Esq.
Heikkinen Law Firm, P.C.
110 N. Michigan Ave.
Howell, MI 48843

Re: Easement for Access to vacant parcel (ID #11-14-200-16) west of and adjacent to Sherwin Williams parcel on West Grand River, Genoa Township

Gentlemen:

This firm has been retained by John Beauchamp and John Nagel, the owners of the property located west of and adjacent to the Sherwin Williams store on West Grand River Avenue in Genoa Township. Please direct all future correspondence regarding this matter to my attention.

As each of you are aware, my clients have attempted to secure the necessary approvals for the development of a multiple building office/commercial complex on their property, including the necessary approvals for access to Grand River Avenue. In 2005, the Livingston County Road Commission denied the application for a driveway permit to provide direct access from the property to Grand River due to the inability to meet the minimum site distance requirements of the Road Commission regulations.

Through further investigation of this issue, my clients learned that, due to the site distance issue and the requirements of the Grand River Avenue Corridor Plan and Township Zoning Ordinance then in effect, the approval of the necessary access to the subject property was specifically addressed by Genoa Township in connection with the approval of the adjacent Sherwin Williams store in 1995. Specifically, as a condition to the approval of the site plan for the development of the Sherwin Williams parcel, the Township Planning Commission mandated the creation of an easement over such parcel in a form that was acceptable to the Township Attorney, Mr. Heikkinen, that would serve as the Grand River access to my clients' property. At the August 22, 1995 meeting, the Planning Commission further conditioned approval of the site plan on the Township Board's approval of the impact assessment required by the zoning ordinance. At its regular meeting on September 5, 1995, the Township Board approved the impact assessment for the Sherwin Williams parcel on the sole specific condition that an easement to provide access to my

Thomas Guastello
Richard A. Heikkinen, Esq.
May 30, 2008
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clients' property be approved by Mr. Heikkinen and "properly executed" prior to the issuance of a land use permit. I have enclosed a copy of the August 22, 1995 Planning Commission minutes and September 5, 1995 Township Board minutes for your review.

Although approval of the development and use of the Sherwin Williams parcel was expressly conditioned upon the granting and execution of an easement over such parcel to provide Grand River access for my clients' property, a written easement to that effect was apparently never prepared and recorded. It is my understanding that Mr. Beauchamp met with Mr. Guastello, the current owner of the property, to discuss the implementation of the easement to provide Grand River access to my clients' property. However, Mr. Guastello apparently refuses to recognize the validity of the easement on the basis that the easement is not referenced on the documents that he received when he purchased the property from the original owner of the Sherwin Williams parcel, and he otherwise had no knowledge of the easement at the time of the purchase.

The law in Michigan is clear that conditions attached to the approval of a site plan by the Township are part of the legal record of the approval process and shall remain unchanged without the mutual consent of the Township and property owner. See MCL 125.286d(3) and 125.286e(3) (in effect at the time of site plan approval for the Sherwin William parcel, now found in MCL 125.3504(5) and 125.3501(2), respectively). Therefore, the fact that an express easement was not recorded and Mr. Guastello may not have had actual knowledge of the easement when he purchased the Sherwin Williams parcel is irrelevant to the enforceability of the easement over such parcel to provide Grand River access to my clients' property.

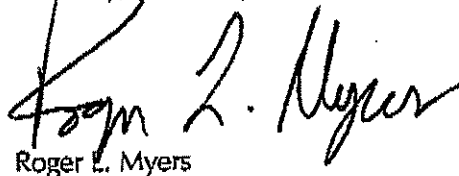
As a result of the clarity of Michigan law on this issue and the refusal by Mr. Guastello to recognize the validity of the easement, it is my understanding that the Township had instructed Mr. Heikkinen to pursue legal action to enforce the easement. However, nothing has been done to that end, and proposals for alternative access through the manufactured housing development to the west have been rejected by the Road Commission and/or the owner of such development. Thus, for the past two years, my clients have been unable to develop or use their property in any manner due exclusively to the inaction of the Township and the unjustified refusal by Mr. Guastello to recognize the validity of the easement.

On behalf of my clients, I demand that each of you counter-sign this letter agreeing to execute all documents, including an easement over the Sherwin Williams parcel to be recorded with the Livingston County Register of Deeds, to secure the necessary approvals for access from my clients' property to Grand River. In the event that I do not receive a written acknowledgment to such agreement from both of you within seven days, I have been instructed to commence litigation

Thomas Guastello
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against both parties seeking such relief and the recovery of all monetary losses incurred by my clients as a result of the total deprivation of any use of their property.

Sincerely,



Roger L. Myers

We hereby acknowledge and agree to execute all documents, including an easement over the Sherwin Williams parcel located at 6838 West Grand River, to secure all necessary approvals for access to Grand River Avenue for the adjacent vacant parcel.

Richard A. Heikkinen
Attorney for Genoa Township

Thomas Guastello, Authorized Agent for the Owner
of Parcel ID 11-14-200-15, commonly known as the
Sherwin Williams Parcel at 6838 West Grand River

RLM/jk
Enclosures
cc: Mr. John Beauchamp (w/encs)
G:\Client Folders\C1194-Nagel\M001\guastello.ltr.wpd

GENOA TOWNSHIP
PLANNING COMMISSION
AUGUST 22, 1995

(Regular meeting adjourned from August 14, 1995)

MINUTES

The Planning Commission meeting was called to order by Chairman Colley at 7:00 p.m. at the Genoa Township Hall. The following board members were present constituting a quorum for the transaction of business: Bill Colley, Kathy Robertson, Don Pobuda and Gary McCririe. Also present were: Jim Stornant, Township Zoning Administrator; Jeff Purdy, Township Planner; and twelve persons in the audience.

Moved by McCririe, supported by Pobuda, to approve the Agenda as presented. The motion carried.

A CALL TO THE PUBLIC was made with no response.

1. OPEN PUBLIC HEARING #1...REVIEW OF A SITE PLAN AND CORRESPONDING ENVIRONMENTAL IMPACT ASSESSMENT FOR A PROPOSED RETAIL PAINT STORE, LOCATED ALONG THE SOUTH SIDE OF GRAND RIVER, EAST OF GRAND BEACH DRIVE ON APPROXIMATELY 1.7 ACRES. SECTION 14: WXZ DEVELOPMENT. Jim Wymer, Wayne Perry.

Wayne Perry, Desine Engineering - This request is for a 5000 square foot retail paint center, with 2800 square feet of sales area. We have revised the site plan to address drainage and parking concerns as requested by the township planners. Existing drainage is to the south and east of the property. The parking lot is curbed and bituminous, with appropriate green belts as requested. Three canopy trees have been added in the front yard and are included on the new site plan. The warehousing part of this facility is primarily for storage to supplement sales. Access language to properties on both sides of the development have been added to the plan.

Colley - Is there a berm to the west. Perry - It is a landscaped area and can be bermed if the commission requests.

Pobuda - Does the traffic pattern allow movement of materials.
Wyman - This is not a high traffic use. We usually have no more than six customers at a time. Most of our business is contractor business. The warehousing facilities are for our contractor clients.

Robertson - Why is there more parking spaces than needed? Perry - The depth of the lot was determined by the need for truck turn around traffic. Since that area was paved, we added parking spaces.

GENOA TOWNSHIP - Planning Commission - August 22, 1995

Colley - Please explain your operation. Wyman - Materials are unloaded with a lift. Only color tinting of paint is done on site.

Colley - Please address McNamee's letter. Perry - We did change the drainage pattern on the site. Surface draining of the curbed parking lot is calculated at a 1/2% grade. Their 1% request appears to be appropriate when there are not curb and gutters. Colley - The 1% does appear to be appropriate. Settling may occur, and the length of the parking facility is extensive. Is there some physical reason why you cannot meet the 1% requirement. Perry - This would require a significant amount of fall with a parking lot 150 feet in length. We are restricted to sheet flow. Colley - What about ditching. Perry - Yes, we intend to ditch down the center, as requested by the township engineer.

McCririe - The use of your warehouse is incidental to your store and the intent is not to lease that space to other users. Wyman - That is correct. Colley - This is not warehousing when the facility is for storage.

Stornant - What rate does the water come off the lot. Perry - It comes to the southeast of the property and is at the agricultural rate. That discharge is cut in half and directed to the back of the property. It will dissipate into the top soil as the current run off to this site does. There is a difference in elevation of 7 1/2 feet as the property sits today. The water will end up in the county drain.

McCririe - How much water will stand in the detention basin. Perry - There should be no water in there except after a storm. Can this plan be designed without a fence. Perry - We can design this property so that a fence is not necessary.

Colley - The standing water after a storm is two feet. Perry - That is correct.

A call to the public was made with the following response: Joe Fader - The water flow will go to a ditch (Bonine's Pond). That is fine with us. What is the general plan for that entire parcel? It appears that the land is locked behind this development. Purdy - We know that the zoning is NSD.

Colley - The warehouse should be called a storage area in an effort to clarify that issue. Are floor drains included in the storage area? Perry - We do not intend to have any drains in this facility.

Colley - This application should also be conditional upon the township engineer's approval.

Wyman - There is very little development near this site. We understand that we may be setting a precedent here. This

GENOA TOWNSHIP - Planning Commission - August 22, 1995

building will have a gabled roof with asphalt shingles. The colors will be earthtone or muted (usually light gray with the metal trim being a darker shade of gray). We have added three different types of masonry to add character to the building. The blocks will be scored and unpainted, with some split faced block lines to give the building a horizontal feature. The sign will be right above the door (with a blue background and white letters with a red Sherman Williams logo). Lighting on the overhang will light the signage. A pylon sign does meet the requirements of the ordinance. It is 42 square feet with a height of 15'.

Colley - Does the building signage meet the ordinance. Purdy - The signage must meet the 10% restriction of the ordinance. The plan calls for 80 square foot signage on the building.

Pobuda - What is the potential for fire? Wyman - The quantities of paint are within the standards of the law. We do provide the local fire department with that information.

* PLANNING COMMISSION DISPOSITION OF WXZ DEVELOPMENTS PETITION.

A. RECOMMENDATION REGARDING ENVIRONMENTAL IMPACT ASSESSMENT.

Moved by McCririe, supported by to recommend approval of the impact assessment to the township board. The motion carried.

B. DISPOSITION OF SITE PLAN.

Moved by McCririe, supported by Pobuda, to approve the site plan with the following conditions:

- three canopy trees will be provided in the front yard meeting the township zoning ordinance
- warehouse area on the site plan be re-labeled storage and is determined to be acceptable and incidental to this use
- that the proposed cedar enclosure for the dumpster is acceptable
- that the detention basin is to be redesigned as to not require fencing and approved by the Livingston County Drain Commissioner
- that the petitioner provide easement language satisfactory to the township attorney for the service drive on the east and west sides of the building
- the building shall contain no floor drains
- all signage shall conform to the township zoning ordinance
- review and approval by the township's engineers
- finally, contingent upon the township board's approval of the impact assessment

The motion carried unanimously.

2. OPEN PUBLIC HEARING # 2...REVIEW OF A SITE PLAN AND CORRESPONDING ENVIRONMENTAL IMPACT ASSESSMENT FOR A PROPOSED

GENOA TOWNSHIP BOARD - Regular Meeting - September 5, 1995

Moved by McCririe, supported by Skolarus, to approve the final plat for Pine Creek Ridge Phase III as presented. The motion carried unanimously.

5. Consideration of a request to rezone from AG (Agricultural) to PRF (Public Recreational Facilities), for a proposed "Bread of Life Tabernacle" Church, located on Herbst Road, between Dorr and Hubert Road, in Section 23: Ray Lanning, Desine, Inc.

Moved by Kull, supported by Hunt, to approve the impact assessment as presented. The motion carried unanimously.

Moved by McCririe, supported by Kull, to approve the rezoning as requested. The motion carried unanimously.

6. Request for approval of the impact assessment corresponding to site plan for a proposed retail paint store, located along the south side of Grand River, east of Grand Beach Drive on approximately 1.7 acres, in Section 14: WXZ Development.

Moved by Skolarus, supported by Hunt, to approve the impact assessment as presented. Further, that prior to the issuance of a land use permit, the easement language for the service drive will be approved by Township Attorney Heikkinen and properly executed. The motion carried unanimously.

7. Request for approval of the impact assessment corresponding to site plan for a proposed medical and general office building, located on the north side of Grand River, west of Grand Oaks Drive, on approximately 3.5 acres, in Section 05: David Reader, Boss Engineering.

Moved by McCririe, supported by Kull, to approve the impact assessment as presented. The motion carried unanimously.

8. Request for approval of the impact assessment corresponding to site plan for a proposed Cellular One phone tower & facility, located at 2025 Euler Road, Brighton, in Section 13: Detroit Cellular Telephone.

Moved by McCririe, supported by Hunt, to approve the impact assessment as presented. The motion carried as follows: Ayes - McCririe, Hunt, Murray and Kull. Nays - Skolarus. Absent - Brown.

9. Consideration of a replacement for Trustee David Johnson.

Moved by Skolarus, supported by Hunt, to approve the Supervisor's recommendation of Mr. Craig Jarvis to fill the recently vacated position of David Johnson for a term to expire on November 20, 1996. The motion carried unanimously.

Polly

From: Virginia Himich [HIMICHV@michigan.gov]**Sent:** Tuesday, June 24, 2008 4:26 PM**To:** Tom Murphy; Chuck Anzalone; Robert Critchfield; Dale French; George Dyball; Jerry Redoutey; Mike Paulson; Paul Ransom; Ron Cousineau; Kirsten Hawes; Bob Frye; Jennifer Jones; Roberta Zella; Gary Stripp; Mark Burkhart; Sheri Latham; Ed Highfield; Jim Forsythe; Buhl Burton; John Schoeppach; Michelle Spear; David Barry; Mary Drapinski; Robert McCotter; Timothy McDonnell; Scott McNaught; David Stirdivant; John DiGiovanni; Paul Dominick; Dan Petronio; Laura/Steve Wildman; Mike Keelan; Bill Wernette; Polly; Joe Sheahan; Bob Hutchings; Marsha Noble; Paul Martin; Ebb Lake Association; Scott Brown; Arny Domanus; Franz Mogdis; Richard Mikula; Robert Wesley; Judi Keay; Jerry Meyer; Don Winne; Pearl Bonnell; Brent Call; Don Garling; Lois Wolfson; Chris Bujak; Sue Vomish; Sharon Chapman; Dick Brown; Bob Dymond; Robert Brandt; John Hartsig; Marilyn Darnell; Robert Hollenshead; Carol Stanaway; Dick Morey; Margaret Eibler; Bob Gray; Paul Edwards; Rick Reichenbach; Robert Stapelman; Marion Matthews; Fish Lake Community; Tim McManus; Ginger Hawcroft; Gary Carlson; Mary Mackie; Roger Houtfoofd; Rivendell H.O.A. Rivendell H.O.A.; Rush Lake; John Woodend**Cc:** Allan Hough; Lyn Hewitt**Subject:** Water Withdrawal Bills

FYI...

Ginny Himich, MLSA
himichv@michigan.gov

Compromise Reached On Compact & Water Management Bills - Jun 23: Senator Patty Birkholz (R-Saugatuck Twp) and Representative Rebekah Warren (D-Ann Arbor) announced that they had reached consensus on Michigan's landmark water protection legislative package to adopt the Great Lakes-St. Lawrence River Basin Water Resources Compact and implement a new standard for evaluating large quantity water withdrawals. Birkholz, chair of the Senate Natural Resources and Environmental Affairs Committee said, "This is a great day for the Great Lakes and everyone who lives near them. We started our journey toward water protection more than five years ago when we created the Groundwater Conservation Advisory Council. During that time, we have had one simple mission -- to protect our waters, the water dependent natural resources and the rights of those who use water wisely. The agreement we have reached will help us accomplish this mission."

While most interest groups are pleased with the compromise, the major unsettled issue remains the lack of a "public trust" doctrine provision that was the central concern of former Governors William Milliken (R) and James Blanchard (D) and many environmental interests [See WIMS 6/13/08]. Governor Milliken said previously, "Without protecting the public trust in our waters, Michigan's sovereign power to safeguard our vital interests against outside forces will be diminished." Others had said without public trust language, the State's and Great Lakes waters are at risk of sale and export because of NAFTA and GATT -- international trade agreement provisions which prevent bans or strict regulation on water once it is a commodity.

Environmental organizations said, "The bipartisan compromise left some shortcomings, but keeps intact core principles. . ." The Great Lakes, Great Michigan coalition members said they would regroup in coming months to fight for additional protections not included in the package. Cyndi Roper of Clean Water Action said, "We are extremely disappointed that the legislature failed to strengthen our important public trust protections, which affirms that water is a public resource that belongs to Michiganders and not to corporations or profit-takers. We intend to revisit this issue."

In a release from Senator Birkholz, she said, the Great Lakes Compact will develop common measures for each of the eight states in the basin to regulate in-state withdrawals and prohibit out-of-basin water diversions. In addition to the compact, the legislation would adopt the water withdrawal assessment process developed by the groundwater council. The automated point-and-click computer tool will allow new large volume water users to determine if a proposed withdrawal will have an adverse resource impact on state water levels and other natural resources.

Birkholz indicated that, "Once the compact has been approved, Michigan will have done what no other state has accomplished by passing the compact along with a water withdrawal tool based on sound science."

Representative Warren,

Chair of the House Great Lakes and Environment Committee said, "As protectors of 20 percent of the entire world's fresh surface water, the actions we take to preserve this great resource will have long-lasting, widespread impact. Michigan's Great Lakes, inland lakes, and streams play a vital role in our special way of life and are a driving economic force in our state, providing for thousands of jobs in the shipping, agriculture, tourism and manufacturing industries. This plan will keep our most precious natural and economic resource healthy and strong."

The two legislators said the key changes in the legislation include: Creating language to confirm the State's existing rights for water resource management and protect private property rights; Clarifying the implementation process of the water withdrawal assessment tool; and Lowering the water withdrawal permitting threshold to one million gallons a day. They said the legislation would protect Michigan's unique and popular trout streams by preventing withdrawals that would cause more than a 3 percent reduction in the stream's thriving fish population; and ensure that new standards for protecting against adverse resource impact will be in effect by February 1, 2009.

The legislation is supported by many organizations, including the Michigan Farm Bureau, Michigan United Conservation Clubs (MUCC), and The Water Works Coalition made up of 15 groups, including the Michigan Chamber of Commerce and Michigan Manufacturers Association; Michigan Environmental Council, Clean Water Action and the Sierra Club.

Doug Roberts, Jr., the director of environmental and energy policy at the Michigan Chamber of Commerce said, "We appreciate the opportunity to work with Sen. Birkholz and Rep. Warren and their willingness to gather input from Michigan's business community in developing the water compact legislation. From the start, our goal has been to implement a process that continues to foster economic development in Michigan while protecting our state's natural resources for future generations."

Access a joint release from Senator Birkholz and Representative Warren ([click here](#)). Access a second joint release ([click here](#)). Access a release from several environmental organizations ([click here](#)). Access a release from National Wildlife Federation ([click here](#)). Access links to various media reports on the compromise ([click here](#)). [*MIWater, *MIGLakes]

To Board 7/7/08



STATE OF MICHIGAN
PUBLIC SERVICE COMMISSION
DEPARTMENT OF LABOR & ECONOMIC GROWTH
KEITH W. COOLEY
DIRECTOR

Jennifer M. Granholm
GOVERNOR

Orjiakor N. Isiogu
CHAIRMAN

Monica Martinez
COMMISSIONER

Steven A. Transeth
COMMISSIONER

June 18, 2008

To City/Township/Village Officials:

As you may know, on December 21, 2006, Governor Granholm signed legislation to promote competition in providing video/cable service in the state of Michigan. This legislation is known as Public Act 480 of 2006, MCL 484.3301 et seq, the "Uniform Video Services Local Franchise Act." The Act took effect on January 1, 2007. The Michigan Public Service Commission (MPSC) is the agency designated to implement the Act.

I would like to make your city/township/village aware that our office is responsible for handling video/cable customer complaints. If customers have a complaint, they should first attempt to resolve the complaint by directly contacting their video/cable company. However, if customers are not able to resolve their complaints with the company, they may contact our office for assistance. Video/cable customers may contact the MPSC by the following means which are dedicated solely for video/cable issues:

Telephone: **(866) 552-7725**

Fax: **(517) 241-2400**

Mail: **Michigan Public Service Commission
Attn: Video Franchising
6545 Mercantile Way
Lansing, Michigan 48909**

The MPSC also has a very user-friendly website dedicated to providing information on video/cable issues. The website is located at: www.michigan.gov/mpsc. I would encourage you to share this information with your residents, and with those who may have a complaint or inquiry regarding a video/cable issue, so that we may be able to promptly address the issue and effectively resolve the complaint. Please let me know if you have any questions or concerns.

Very truly yours,

Robin Ancona, Director
Telecommunications Division



June 20, 2008

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

Dear Ms. Skolarus:

As part of Comcast's commitment to keep you informed about important developments that affect our customers in your community, I am writing to notify you about some changes in Comcast prices effective with August 2008 bills. I have enclosed a copy of the bill messages that customers will receive.

Please direct any customer calls about Comcast products, services and prices to 1-888-COMCAST. Our Customer Account Executives are available 24 hours a day, 7 days a week. As always, feel free to contact me directly at 734-254-1888 with any questions you may have.

Sincerely,

A handwritten signature in cursive script that reads "Frederick G. Eaton".

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

Enc.

Bill Messages-

Effective August 2008, the Basic with Performance Package will change from \$54.94 to \$57.94. Please call Comcast at the number on your invoice if you have any questions.

Also, effective August 2008, the Senior Limited Basic price will change from \$10.79 to \$13.49 and the Senior Standard Basic price will change from \$34.65 to \$31.95. This new price continues to represent a 10% discount off Standard Basic service. Please call Comcast at the number on your invoice if you have any questions.

Also, effective August 2008, the Limited Basic and Value Pak package will change from \$14.99 to \$17.99. Please call Comcast at the number on your invoice if you have any questions.

Also, effective August 2008, your promotional Sports & Entertainment Package rate will change from \$5.99 to \$7.99. Please call Comcast at the number on your invoice if you have any questions.