

GENOA CHARTER TOWNSHIP
Regular Meeting
January 4, 2010
6:30 p.m.

AGENDA

Call to order

Pledge of Allegiance:

Call to the Public:

Approval of Consent Agenda:

1. Payment of Bills
2. Request to approve minutes: 12-7-09
Joint meeting minutes: 11-30-09
3. Request for approval to remove a special assessment levied on the 2009 winter tax roll for parcel #4711-05-201-154 (X2514- \$190.97 plus Admin. Fee) as requested by the Township Treasurer.
4. Request for approval to enter into an agreement between Genoa Charter Township, Howell Area Parks and Recreation Authority, and the Southeastern Livingston County Recreation Authority.

Approval of Regular Agenda:

5. Request for approval of an impact assessment for a proposed 6,854 sq.ft. chapel located at the Chaldean Camp on the east side of Kellogg Road, North of Grand River Avenue, petitioned by Bishop Abraham M. Abraham.
6. Request to approve a construction management contract with B.D. Donovan Builders for construction of a park pavilion.

Correspondence
Member Discussion
Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

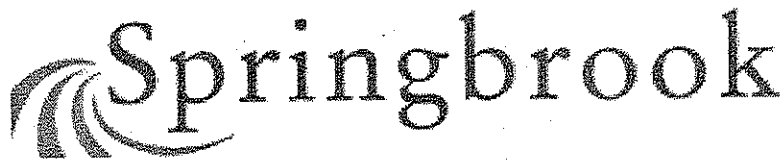
DATE: January 4, 2010

TOWNSHIP GENERAL EXPENSES: Thru January 4, 2010	\$112,301.50
December 8, 2009 Longevity Payroll	\$4,197.25
December 11, 2009 Bi-Weekly Payroll	\$35,065.90
December 21, 2009 Quarterly Payroll Payroll	\$7,909.08
December 23, 2009 Bi-Weekly Payroll	\$35,424.56
January 2, 2010 Monthly Payroll	\$14,897.89
OPERATING EXPENSES: Thru January 4, 2009	\$199,139.31
TOTAL:	\$408,935.49

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
25818	Administ	Total Administrative Services	12/11/2009	446.12
25819	Equitabl	Equivest Unit Annuity Lock Box	12/11/2009	220.00
25820	COOPERST	Cooper's Turf Management LLC	12/10/2009	524.00
25821	GANNETT	PRESS & ARGUS	12/10/2009	220.00
25822	LANGWORTL	Langworthy Strader Leblanc	12/10/2009	1,505.11
25823	LivCTrea	Livingston County Treasurer	12/10/2009	259.76
25824	Lowe	Lowe's	12/10/2009	303.85
25825	Micro	Microsoft TechNet	12/10/2009	251.28
25826	Perfect	Perfect Maintenance Cleaning	12/10/2009	923.00
25827	TASC	Total Administrative Services	12/10/2009	1,520.60
25828	Tetra Te	Tetra Tech Inc	12/10/2009	420.00
25829	US POSTA	US Postal Service	12/10/2009	185.00
25830	HUNTR	ROBIN HUNT	12/14/2009	677.62
25831	Panera B	Panera Bread	12/14/2009	134.97
25832	Equitabl	Equivest Unit Annuity Lock Box	12/21/2009	20.00
25834	Equitabl	Equivest Unit Annuity Lock Box	12/23/2009	220.00
25835	SOM-TRE	State Of Mich- Dept Of Treasur	12/21/2009	3,581.46
25836	Administ	Total Administrative Services	01/04/2010	125.00
25837	Equitabl	Equivest Unit Annuity Lock Box	01/04/2010	20.00
25838	ADT	ADT Security Services, Inc.	12/21/2009	366.32
25839	ARCHINAL	Michael Archinal	12/21/2009	500.00
25840	ATT& IL	AT&T	12/21/2009	703.34
25841	BLUE CRO	Blue Cross & Blue Shield Of Mi	12/21/2009	11,769.66
25842	BRI CHAM	Brighton Area Chamber Of Comm	12/21/2009	160.00
25843	CONSUMER	Consumers Energy	12/21/2009	386.04
25844	CONTINEN	Continental Linen Service	12/21/2009	50.78
25845	COXKRIS	Kristi Cox	12/21/2009	150.00
25846	DTE EN	DTE Energy	12/21/2009	203.42
25847	DTE LAKE	DTE Energy	12/21/2009	908.62
25848	DYKGOS	Dykema Gossett	12/21/2009	162.00
25849	EHIM	EHIM, INC	12/21/2009	5,127.59
25850	ETNA SUP	Etna Supply Company	12/21/2009	3,155.52
25851	FED EXPR	Federal Express Corp	12/21/2009	42.62
25852	HUMPHT	Tesha Humphriss	12/21/2009	500.00
25853	HUNTR	ROBIN HUNT	12/21/2009	41.36
25854	LIVON GA	Livonia-garden City Fire Ext	12/21/2009	100.00
25855	Net serv	Network Services Group, L.L.C.	12/21/2009	100.00
25856	HELL	Shell	12/21/2009	572.04
25857	SKOLAR P	Paulette Skolarus	12/21/2009	38.50
25858	TRI COUN	Tri County Cleaning Supply Inc	12/21/2009	36.40
25859	Unum	Unum Provident	12/21/2009	1,101.40
25860	VERIZONW	Verizon Wireless	12/21/2009	414.25
25861	WALMART	Walmart Community	12/21/2009	133.32
25862	WASTE MA	Waste Management	12/21/2009	69,972.00
25863	Administ	Total Administrative Services	12/22/2009	447.00
25864	Zerby	Kenneth Zerby	12/30/2009	595.00
25865	COMCAST	COMCAST	01/04/2010	94.02
25866	DiMaria	DiMaria Building Co.	01/04/2010	270.00
25867	MASTER M	Master Media Supply	01/04/2010	195.53
25869	Perfect	Perfect Maintenance Cleaning	01/04/2010	923.00
25870	Ron	Ron Carlson Glass, LLC	01/04/2010	165.00
25871	SECMAA	S.E.C.M.A.A.	01/04/2010	30.00
25872	T.BLOOME	T.BLOOMER	01/04/2010	300.00
25873	Mancuso	Mancuso & Cameron	01/04/2010	1,029.00

Report Total: 112,301.50

Accounts Payable
Computer Check Register



User: diane

Printed: 12/08/2009 - 11:05

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
-------	-----------	-------------	------	------------	--------

9829	EFT-FED	EFT- Federal Payroll Tax	12/08/2009		202.38 217.00 217.00 50.75 50.75
------	---------	--------------------------	------------	--	--

Check 9829 Total: 737.88
~~EFT- 9831~~ 76.50
814.38

9830	FIRST NA	First National Bank	12/08/2009		2,062.87
------	----------	---------------------	------------	--	----------

Check 9830 Total: 2,062.87

Report Total: 2,800.75
2877.25
 + 3 checks 1320.00
\$ 4197.25
 CK# 11897
 11898
 11899

Township of Genoa
User: diane

Payroll
Computer Check Register

Printed: 12/08/09 10:46
Batch: 606-12-2009

<u>Check No</u>	<u>Check Date</u>	<u>Employee Information</u>	
11897	12/08/2009	Rojewski	Debra Rojewski
11898	12/08/2009	VanMarter	Kelly VanMarter
Total Number of Employees: 2		Total for Payroll Check Run:	

Amount
440.00
440.00
880.00

+1 check
#11899 \$ 1320.00

Township of Genoa
User: diane

Payroll
Computer Check Register

Printed: 12/08/09 12:15
Batch: 607-12-2009

<u>Check No</u>	<u>Check Date</u>	<u>Employee Information</u>	
11899	12/08/2009	Rojewski	Debra Rojewski
Total Number of Employees: 1		Total for Payroll Check Run:	

Amount
440.00
440.00

Accounts Payable
Computer Check Register



User: diane

Printed: 12/08/2009 - 12:24

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
9831	EFT-FED	EFT- Federal Payroll Tax	12/08/2009		31.00
					31.00
					7.25
					7.25
					<hr/>
				Check 9831 Total:	76.50
					<hr/>
				Report Total:	76.50
					<hr/>
					<hr/>

First National
Direct Deposit
DECEMBER 8, 2009
Longevity Payroll

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Michael Archinal		\$461.75
Paulette Skolarus		\$923.50
Robin Hunt		\$677.62
Genoa Township	\$2,062.87	
Total Deposit		<u><u>\$2,062.87</u></u>

EFT #: _____
INTERNET: _____
CHECK BOOK: _____

Accounts Payable
Computer Check Register



User: diane

Printed: 12/03/2009 - 14:05

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
25818	Administ	Total Administrative Services	12/11/2009		446.12
			Check 25818 Total:		446.12
9825	AETNA LI	Aetna Life Insurance & Annuity	12/11/2009		25.00
			Check 9825 Total:		25.00
9826	EFT-FED	EFT- Federal Payroll Tax	12/11/2009		3,643.56 2,073.24 2,073.24 484.88 484.88
			Check 9826 Total:		8,759.80
9827	EFT-PENS	EFT- Payroll Pens Ln Pyts	12/11/2009		427.94
			Check 9827 Total:		427.94
25819	Equitabl	Equivest Unit Annuity Lock Box	12/11/2009		220.00
			Check 25819 Total:		220.00
9828	FIRST NA	First National Bank	12/11/2009		300.00 3,082.18 21,804.86

Check 9828 Total:

25,187.04

Report Total:

35,065.90

**First National
Direct Deposit
DECEMBER 11, 2009
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$1,064.09
Amy Ruthig		\$1,192.59
Angela Williams		\$452.44
Caleb Klebig		\$359.26
Carol Hanus		\$1,286.82
Dave Estrada		\$1,019.91
Debbie Hagen		\$543.10
Deborah Rojewski		\$2,268.99
Diane Zerby		\$438.78
Genoa Township	\$25,187.04	
Greg Tatara		\$2,332.39
Judith Smith		\$1,153.30
Karen J. Saari		\$950.69
Kelly VanMarter		\$1,997.16
Laura Mroczka		\$1,561.46
Michael Archinal		\$2,776.98
Renee Gray		\$961.59
Robin Hunt		\$1,249.92
Sue Sitner		\$489.89
Tammy Lindberg		\$916.43
Tesda Humphriss		\$2,171.25
Total Deposit		<u><u>\$25,187.04</u></u>

EFT #: _____
INTERNET: _____
CHECK BOOK: _____

Accounts Payable
Computer Check Register



User: diane

Printed: 12/15/2009 - 13:49

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
9832	EFT-FED	EFT- Federal Payroll Tax	12/21/2009		460.72
					460.72
					107.75
					107.75
					<u>1,136.94</u>
				Check 9832 Total:	1,136.94
25832	Equitabl	Equivest Unit Annuity Lock Box	12/21/2009		20.00
					<u>20.00</u>
				Check 25832 Total:	20.00
9833	FIRST NA	First National Bank	12/21/2009		6,752.14
					<u>6,752.14</u>
				Check 9833 Total:	6,752.14
				Report Total:	<u><u>7,909.08</u></u>

**First National
Direct Deposit
Quarterly Payroll
December 21, 2009**

<u>Employee Name</u>	<u>Credit Amount</u>	<u>Debit Amount</u>
Adam Van Tassell	\$262.47	
Barb Figurski	\$858.80	
John McManus	\$738.80	
Dean Tengel	\$738.80	
Diana Lowe	\$443.28	
Doug Brown	\$1,219.02	
Genoa Township		\$6,752.14
H.J. Mortensen	\$443.28	
Joseph Perri	\$443.28	
Marianne McCreary	\$443.28	
Michael Howell	\$457.13	
Steve Wildman	\$281.60	
Laura Brookins	\$422.40	
Total Deposit	<u><u>\$6,752.14</u></u>	

EFT #: _____
Internet: _____
Date: _____

Accounts Payable
Computer Check Register



User: diane

Printed: 12/17/2009 - 11:26

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
25833	Administ	Total Administrative Services	12/23/2009		446.12
				Check 25833 Total:	446.12
9834	AETNA LI	Aetna Life Insurance & Annuity	12/23/2009		25.00
				Check 9834 Total:	25.00
9835	EFT-FED	EFT- Federal Payroll Tax	12/23/2009		3,677.04 2,094.60 2,094.60 489.86 489.86
				Check 9835 Total:	8,845.96
9836	EFT-PENS	EFT- Payroll Pens Ln Pyts	12/23/2009		412.54
				Check 9836 Total:	412.54
25834	Equitabl	Equivest Unit Annuity Lock Box	12/23/2009		220.00
				Check 25834 Total:	220.00
9837	FIRST NA	First National Bank	12/23/2009		300.00 2,632.18 22,470.00

Check 9837 Total:

25,402.18

Report Total:

35,351.80

+5 checks 72.76

\$ 35424.56

CK# 11900
11901
11902
11903
11904

Township of Genoa
User: diane

Payroll
Computer Check Register

Printed: 12/17/09 10:50
Batch: 609-12-2009

<u>Check No</u>	<u>Check Date</u>	<u>Employee Information</u>		<u>Amount</u>
11900	12/23/2009	KirshJohn	John Kirsch	14.69
11901	12/23/2009	LupiRobert	Robert Lupi	14.00
11902	12/23/2009	MatkinRona	Ronald Matkin	14.69
11903	12/23/2009	PetratPat	Patricia Petrat	14.69
11904	12/23/2009	TengelC	Carol Tengel	14.69
Total Number of Employees: 5		Total for Payroll Check Run:		72.76

**First National
Direct Deposit
DECEMBER 23, 2009
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$1,079.49
Amy Ruthig		\$973.59
Angela Williams		\$909.98
Caleb Klebig		\$268.18
Carol Hanus		\$1,286.83
Dave Estrada		\$1,019.91
Debbie Hagen		\$533.55
Deborah Rojewski		\$2,268.99
Diane Zerby		\$657.83
 Genoa Township	 \$25,402.18	
Greg Tatara		\$2,332.39
Judith Smith		\$1,153.30
Karen J. Saari		\$950.69
Kelly VanMarter		\$1,997.17
Laura Mroczka		\$1,561.46
Mary Krencicki		\$65.79
Michael Archinal		\$2,776.98
Renee Gray		\$961.59
Robin Hunt		\$1,249.92
Sue Sitner		\$266.86
Tammy Lindberg		\$916.43
Tesha Humphriss		\$2,171.25
 Total Deposit		 <u><u>\$25,402.18</u></u>

EFT #: _____
INTERNET: _____
CHECK BOOK: _____

Accounts Payable
Computer Check Register



User: diane

Printed: 12/21/2009 - 10:51

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
25836	Administ	Total Administrative Services	01/04/2010		125.00
Check 25836 Total:					125.00
9838	EFT-FED	EFT- Federal Payroll Tax	01/04/2010		2,005.16 898.62 898.62 210.17 210.17
Check 9838 Total:					4,222.74
9839	EFT-PENS	EFT- Payroll Pens Ln Pyts	01/04/2010		212.66
Check 9839 Total:					212.66
25837	Equitabl	Equivest Unit Annuity Lock Box	01/04/2010		20.00
Check 25837 Total:					20.00
9840	FIRST NA	First National Bank	01/04/2010		7,050.87 50.00
Check 9840 Total:					7,100.87

Report Total:

CK# 11905
11906
11907
11908
11909
11910

+6 checks 11,681.27
3216.62
14897.89

Township of Genoa
User: diane

Payroll
Computer Check Register

Printed: 12/21/09 10:05
Batch: 601-01-2010

<u>Check No</u>	<u>Check Date</u>	<u>Employee Information</u>		<u>Amount</u>
11905	01/04/2010	Archinal	Michael Archinal	874.83
11906	01/04/2010	Hagen	Deborah Hagen	374.28
11907	01/04/2010	SITNER	Susan Sitner	462.85
11908	01/04/2010	TataraG	Gregory Tatara	60.99
11909	01/04/2010	Williams	Angela Williams	1,026.88
11910	01/04/2010	ZERBY	Diane Zerby	416.79
Total Number of Employees: 6		Total for Payroll Check Run:		3,216.62

**First National
Direct Deposit
JANUARY 4, 2010
Monthly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Genoa Township	\$7,100.87	
Adam Van Tassel		\$522.73
Gary McCririe		\$2,178.11
H.J. Mortensen		\$332.46
Jean Ledford		\$468.25
Paulette Skolarus		\$3,111.07
Steve Wildman		\$158.40
Todd Smith		\$329.85
Total Deposit		<u><u>\$7,100.87</u></u>

2:52 PM
12/29/09

#593 LAKE EDGEWOOD W/S FUND
Payment of Bills
December 4 - 29, 2009

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	12/09/2009	1647	Brighton Analytical L.L.C.	Inv 1209-65860	-77.00
Check	12/09/2009	1648	DTE Energy	Electric Service 10/30 - 11/30/09	-597.34
Check	12/09/2009	1649	GEOCORP, INC	Inv 00125619	-157.84
Check	12/09/2009	1650	MICHIGAN CAT	Inv SD570014354	-825.00
Check	12/09/2009	1651	PVS NOLWOOD CHEMICALS, INC	Inv 295133	-1,114.60
Check	12/09/2009	1652	SYNAGRO CENTRAL	Inv# 31003 & 31014	-8,519.74
Check	12/16/2009	1653	AT&T	11/8/09 - 12/7/09	-231.59
Check	12/16/2009	1654	Brighton Analytical L.L.C.	Inv 1209-65878	-77.00
Check	12/16/2009	1655	Consumers Energy	Gas Service 11/4/09 - 12/7/09	-741.74
Check	12/16/2009	1656	DTE Energy	Electric Service 12/29/09 - 11/30/09	-3,453.90
Check	12/16/2009	1657	USA BLUE BOOK	Inv 948244 & 950009	-117.82
Check	12/29/2009	1658	Allan West	overpayment of utility bill	-99.78
Check	12/29/2009	1659	AT&T	12/13/09 - 01/12/09	-40.78
Check	12/29/2009	1660	GENOA TOWNSHIP-ADMIN FEES	Utility billing 7/1 thru 9/30/2009	-2,478.13
TOTAL					-18,532.26

2:55 PM
12/29/09

#595 PINE CREEK W/S FUND
Payment of Bills
December 4 - 29, 2009

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	12/16/2009	2051	City of Brighton	VOID:	0.00
Check	12/29/2009	2052	GENOA-TWSP-ADMIN FEES	Utility billing 9/30/09 - 11/30/09	-3,479.53
TOTAL					-3,479.53

2:54 PM
12/29/09

#504 DPW RESERVE FUND
Payment of Bills
December 4 - 29, 2009

Type Date Num Name Memo Amount

no checks issued

2:53 PM
12/29/09

503 DPW UTILITY FUND
Payment of Bills
December 4 - 29, 2009

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	12/10/2009	1370	General Fund Checking	Per Ken Paika - reimburse GF	-100,000.00
Check	12/10/2009	1371	General Fund Checking	Verizon bills - April 09-Nov 09 (should have been pd b	-1,506.58
Check	12/10/2009	1372	CAVALIER		-17.63
Check	12/10/2009	1373	U.S. POSTMASTER	Lake Edgewood & Pine Creek Qtrly billing Sep - Dec 0	-151.66
Check	12/16/2009	1374	LOWE'S	November 09 charges	-681.75
Check	12/16/2009	1375	SWANN'S CLOTHING STORE	Safety boots - 12/14/09	-122.43
Check	12/16/2009	1376	Wells Fargo Financial Leasing	Inv 6745323680	-613.39
Check	12/17/2009	1377	Carol Hanus	Toll free #, Internet and postage	-147.58
Check	12/29/2009	1378	Verizon Wireless		-286.47
TOTAL					-103,527.49

2:48 PM
12/29/09

#592 OAK POINTE WATER/SEWER FUND
Payment of Bills
December 4 - 29, 2009

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	12/09/2009	1620	AT & T	517-5451043	-39.85
Check	12/09/2009	1621	BRIGHTON ANALYTICAL	1109-65811, 65838, 65839	-171.00
Check	12/09/2009	1622	COOPERS TURF MANAGEMENT, LLC	Inv 7982	-125.00
Check	12/09/2009	1623	CONSUMERS ENERGY	10/28/09 - 11/25/09	-283.98
Check	12/09/2009	1624	DTE ENERGY	Electric Service 10/29 - 11/30/09	-8,318.61
Check	12/09/2009	1625	MMRMA		-10,637.31
Check	12/09/2009	1626	PVS Nolwood Chemicals, Inc	INV 282709 & Credit 88214	-904.60
Check	12/09/2009	1627	SYNAGRO CENTRAL	Inv 31005	-7,118.50
Check	12/09/2009	1628	WASTE MANAGEMENT	Inv 3753980-1389-2	-94.87
Check	12/09/2009	1629	M & K Jetting and Televising	Inv 09443	-1,296.00
Check	12/16/2009	1630	AT & T	Dec 7, 2009 - Jan 6, 2010	-350.17
Check	12/16/2009	1631	BRIGHTON ANALYTICAL	Inv #'s 1209-65879 & 65921	-134.00
Check	12/16/2009	1632	FONSON, INC.	Inv 8772 & 8777	-1,697.00
Check	12/16/2009	1633	HACH Company	Inv 6514184	-310.95
Check	12/16/2009	1634	HARTLAND SEPTIC SERVICE	Inv 12080901	-180.00
Check	12/16/2009	1635	PVS Nolwood Chemicals, Inc	Inv 296052	-1,114.60
Check	12/16/2009	1636	SCHUTZ & CO., INC	Inv #'s 1932 & 1933	-2,406.25
Check	12/17/2009	1637	SEVERN TRENT ENVIRONMENTAL SERVICES,	Inv 2044472 & 2044474	-30,194.96
Check	12/17/2009	1638	GENOA TWP -ADMINISTRATIVE FEES	Utility billing from 8/1/09 - 10/31/09	-10,146.56
Check	12/29/2009	1639	AT & T	Dec 13, 09 - Jan 12/2010	-75.82
TOTAL					-73,600.03

2:51 PM
12/29/09

#592 OAK POINTE-W/S
Capital Improvement
Payment of Bills
December 4 - 29, 2009

Type Date Num Name Memo Amount

no checks issued

**GENOA CHARTER TOWNSHIP
ELECTION COMMISSION MEETING
DECEMBER 7, 2009**

MINUTES

Clerk Skolarus called the special meeting of the Election Commission to order at 6:25 p.m. at the Township Hall. The following commission members were present constituting a quorum for the transaction of business: Paulette Skolarus, Jean Ledford and Steve Wildman. Also present were Gary McCririe, Robin Hunt, Todd Smith and Jim Mortensen. In addition were Township Manager Michael Archinal and approximately 45 persons in the audience.

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

1. Consideration of a request for approval to combine the Hartland and Pinckney precincts into a single precinct for the February 23, 2010 special school election, with that election to be held at the Genoa Charter Township Hall instead of the regular polling places.

Skolarus advised the Commission that both the Hartland and Pinckney School Districts were seeking a special election on Feb. 23, 2010. The total number of voters registered in the two precincts is less than 800 registered voters. All voters will be mailed a letter advising them of the polling place change and offer an application to vote absent voter. This action will save the local school districts unnecessary expense for this election. This action is requested for this single election.

A. Recommendation to the Township Board.

Moved by Ledford, supported by Wildman, to recommend to the Township Board approval of the request to consolidate precincts and hold the election at the Township Hall. The motion carried unanimously.

The special meeting of the Election Commission was adjourned at 6:28 p.m.

**GENOA CHARTER TOWNSHIP
REGULAR MEETING and PUBLIC HEARING
DECEMBER 7, 2009**

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. All those listed above remained for the regular meeting of the board.

A Call to the Public was made with no response.

Approval of Consent Agenda:

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

1. Payment of Bills

2. Request to approve minutes: 11-2-09

3. Request for approval to combine precincts and to establish Genoa Charter Township Hall as a temporary polling place for the February 23, 2010 special school election as recommended by the Election Commission.

4. Request for approval of reappointments to SELCRA, SEMCOG, GO SWATH, HOWELL PARKS AND REC, MHOG, GREENWAYS, FOIA, BRIGHTON FIRE AUTHORITY, HURON RIVER WATER SHED, BROWNFIELD DEVELOPMENT and ELECTION COMMISSION.

5. Request for approval of Township Manager’s contract as with no salary increase as recommended by the Administrative Committee.

6. Request for approval of Township Engineer’s contract with a \$1,000.00 salary increase and an allowance to attend an educational seminar with the American Society of Civil Engineers, as recommended by the Administrative Committee.

7. Request for approval to amend section (H) of the Genoa Charter Township Personal Handbook allowing longevity bonuses for all employees.

8. Request for approval of MTA Budget.

9. Consider approval of a graphic design contract with Abovo Visual Communications at a cost of \$1,200.00

10. Request for approval to remove special assessments levied on the 2009 winter tax roll for parcel #4711-04-302-040 (X2514 - \$903.18 plus Admin fee) and parcel #4711-05-201-124 (X2514 - \$531.97 plus Admin fee) as requested by the Township Treasurer.

Approval of Regular Agenda:

Moved by Ledford, supported by Hunt, to approve for action all items listed under the regular agenda with the addition of a request to modify the 425 agreement with the City of Howell as recommended by Heikkinen. The motion carried unanimously.

11. Consideration of approval to transfer ownership of 2009 Class C Licensed Business with Dance Entertainment Permit, located in escrow at 5311 Brighton

Road, Brighton, MI 48116, Genoa Charter Township, Livingston County, from Frank Sample Enterprises, LLC to Agius, Inc.

Moved by Ledford, supported by Smith, to approve the transfer of the Class C liquor license as requested by Joe Agius. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – None. Absent – None.

12. Public Hearing on the Wildwood Road Improvement project.

Call to the property owners and the public was made with the following response: Melissa Price – This project includes a correction to the drainage issue as well as the road paving. I brought the petition to my neighbors as it would only increase their tax by \$60.00 a month. David Allen – There is a drainage problem that should be corrected more economically. Kurt Price – The road is so over built that grading is only a temporary fix. Dawn Ohanian – I am for the project. I would like to have the ability to sell my house. It is now appraised at \$30,000.00 less the purchase price. We are also in a flood zone. I would ask your support with the Livingston County Road Commission to correct the drainage issue. Bert Knickerbocker - There are pot holes and drainage issues. 90% of the problem could be addressed if the Road Commission was doing their job. Robert Bennett – I thought this petition was just for an investigation. If we wanted water in the future would that tear up the road? McCririe – We would run water down the sides.

13. Consideration of request for a road improvement project for Wildwood.

Moved by Smith, supported by Mortensen, to *not* proceed with the Wildwood Road Improvement Project since 45 of the 57 property owners have either opposed the project or asked to have their name removed from the petition. The motion carried unanimously.

14. Review of the six-month analysis related to Township funds for the fiscal year ending 3-31-2010 as prepared by Ken Palka.

The board took no formal action.

15. Request for approval of amendments (as highlighted) to the general fund, fund 264 (Road Lake Reimbursement), fund 270 (Future Development Parks and Rec.) as recommended by Ken Palka.

Moved by Ledford, supported by Wildman, to approve the amendments as requested. The motion carried unanimously.

16. Consider approval of a conceptual design for the construction of a park pavilion building.

Moved by Smith, supported by Ledford, to approve the conceptual plan and allow the builder to move ahead with the purchase of beams. Note: All phases of the project will

include three competitive bids. The township engineer will look at traffic patterns and signage related to the soccer fields. The board will review a complete site plan and design during upcoming meetings. The motion carried unanimously.

17. Request to modify the 425 agreement with the City of Howell as recommended by Heikkinen.

Moved by Smith, supported by Skolarus, to approve the modification as requested. The motion carried unanimously.

Moved by Skolarus, supported by Wildman, to approve the Schedule of Meeting dates for the next fiscal year as presented. The motion carried with Mortensen voting no.

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



Paulette A. Skolarus
Genoa Township Clerk

(Press/argus 12/11/09)

**GENOA TOWNSHIP JOINT MEETING
BOARD OF TRUSTEES, PLANNING COMMISSION, &
ZONING BOARD OF APPEALS**

**MINUTES
November 30, 2009**

The joint meeting was called to order by Supervisor McCririe at 6:30 p.m.

The following members were present: Board members - Gary McCririe, Jim Mortensen, Polly Skolarus, Jean Ledford, Todd Smith, & Robin Hunt; Planning Commission members - Doug Brown, Lauren Brookins, Diana Lowe, John McManus, Dean Tenge, & Barb Figurski; Zoning Board of Appeals members - Mike Howell, Joe Perri, and Marianne McCreary. Also present were Mike Archinal, Township Manager, Kelly VanMarter, Township Planning Director, Tesha Humphriss, Township Engineer, and Greg Tataara, Township Utility Director.

I. Approval of the Agenda

Moved by Ledford, supported by Hunt, to approve the agenda.
Motion Carried Unanimously.

II. Call to the public for items not already on the agenda.

The call to the public was made at 6:35pm with no response.

III. Oath of Office

Township Clerk Paulette Skolarus administered the oath of office for all appointed members of the Planning Commission, Zoning Board of Appeals and Board of Review.

IV. Latson Road Interchange Update

Supervisor McCririe and Kelly VanMarter provided a brief update on the status of the interchange. The Township is working on acquiring the right-of-way for the project. There are 72 parcels that will require either deeded right-of-way or consent to work in association with the proposed improvements. Ms. VanMarter is working with the landowners to secure donations.

V. Presentation of Capital Improvement Plan (CIP)

Supervisor McCririe introduced staff members Kelly VanMarter, Tesha Humphriss & Greg Tataara. Ms. VanMarter gave a brief introduction and Planning Commission Chairman Doug Brown provided an overview of the Planning Commissions role in the

process and the background of the CIP. Ms. VanMarter presented the proposed sidewalk and pathway projects. The consensus of the group was to focus on projects along Grand River. Ms. VanMarter presented and discussed possible road projects. The group discussed the failing roads within the Red Oaks subdivision and the struggle to get a Special Assessment district to repair the roads. The group agreed that the Howell Public Schools should participate in the paving of Crooked Lake Road. Todd Smith suggested that a cost/benefit analysis be performed for any road improvement project. He suggested investing in roads where the property values are stable. Polly Skolarus suggested that the Township consider changing the roads in Red Oaks to gravel. Mike Howell indicated that changing a paved road to gravel is not good for the sanitary sewer manholes. Mr. Howell stated that he would like to see the Township fix existing paved roads before paving new roads. John McManus added that he feels there is a point where roads should be repaired because they pose a risk to safety. Todd Smith suggested the Township look into floating a bond for these capital improvements. Jim Mortensen stated that he thinks the Township should focus on chloride for the gravel roads. The Township applies either chloride or brine to all Township roads four (4) times a year. Jean Ledford would like to see Bauer Road south the Hamburg Township paved.

Tesha Humphriss and Greg Tatara gave a presentation on the Utility Department jurisdictional area and proposed capital improvements. Utility projects are funded by the ready to serve and billing charges from the users of the system. They have spent over 4 million dollars on capital improvement projects in the last 3 years. In the past, growth has masked the true cost of operating expenses. Ms. Humphriss and Mr. Tatara provide a review of the water and sewer systems and present the capital projects prioritized as “critical”, “important” & “preferred” as follows:

The MHOG water system has \$3,000,000 in critical projects, \$200,000 important projects, and \$35,000 preferred projects. The total capital improvements for this system are \$3,235,000.

The Genoa-Oceola sewer system has \$1,100,000 in critical improvements with \$275,000 categorized as important and \$4,580,000 in preferred improvements. The total capital improvements for this system are \$5,955,000.

The Oak Pointe system has \$325,000 in critical improvements, \$5,000,000 important improvements, and \$ 2,750,000 in preferred improvements for a total of \$8,075,000.

The Lake Edgewood system has \$27,000 in critical improvements, and \$2,545,000 important projects. The total capital improvements for this system are \$2,570,000.

Beyond the specific systems, Mr. Tatara and Ms. Humphriss state that the capital improvement projects related to the equipment of the Utility Department consist of \$605,000. Of that, \$150,000 is considered critical improvements and \$455,000 consists of preferred improvements.

Mr. Tatara and Ms. Humphriss conclude that the total amount of capital improvements for the 6-year time frame are \$4,600,000 in critical improvements, \$8,020,000 in important projects, and \$7,820,000 in preferred projects.

Ms. VanMarter presents the proposed capital improvement projects related to Parks and Recreation. Mike Howell states that the Township should consider the extensive ongoing maintenance costs of an outdoor skating rink. Mr. Mortensen indicates that he does not support the outdoor ice rink. Mr. Howell suggests that the amphitheater can be used for sledding and he suggests installing wiring for outdoor speakers in the pavilion or gazebo. The group agreed that the pavilion, playground equipment, and restrooms were priority projects for the Township Hall park. Township Clerk Polly Skolarus indicated that she supports the ice rink concept as requested by Howell Parks and Recreation.

The remaining capital improvement projects related to professional and internal services were presented by Ms. VanMarter.

VI. Member Discussion

There were no other items.

VII. Adjournment

Moved by Hunt, supported by Smith, to adjourn the meeting at 8:23pm.

Submitted by - Kelly VanMarter

Request for approval to remove a special assessment levied on the 2009 winter tax roll for parcel #4711-05-201-154 (X2514 - \$190.97 plus Admin.Fee) as requested by the Township Treasurer.

Date: 12/30/09

To: Genoa Township Board

From: Robin Hunt

Genoa Township has received official paperwork regarding the filing of Chapter 13 Bankruptcy on the following parcel. Rules and regulations regarding this type of bankruptcy prohibit the Township from rolling delinquent sewer and water to the winter tax bill for collection.

I am therefore requesting Township Board approval to remove the following amount levied against special assessment code X2514 as well as the corresponding administration fee as follows:

Parcel ID #4711-05-201-154

X2514 -\$190.97 Administration Fee -\$1.91

Please let me know if you have any questions.

**Athletic Fields Lease
Between Genoa Township ,
the Howell Area Parks & Recreation Authority,
and the Southeastern Livingston County Recreation Authority**

This lease is effective on January 1, 2010 between Genoa Township (landlord), whose address is 2911 Dorr Rd., Brighton, MI 48116 and the Howell Area Parks & Recreation Authority (Co-Tenant), whose address is 925 W. Grand River Ave., Howell, MI 48843, and Southeastern Livingston County Recreation Authority (Co-Tenant), whose address is 7878 Brighton Rd., Brighton, MI 48116 upon the following terms and conditions:

Premises. Landlord hereby leases to Co-Tenants, real property containing approximately 5 acres of land located in Genoa Township, Livingston County, behind Genoa Township Hall, described in Exhibit A attached hereto and made a part hereof (the "Premises").

Use. Co-Tenants shall use and occupy the premises as athletic fields (soccer, football, lacrosse, or any other lawn sport) and for no other purpose without the prior written consent of Landlord. Co-Tenants shall be solely responsible for the booking and scheduling of games, practices and events on the Premises. When the Co-Tenants are not using the fields for play by teams associated with the Co-Tenants, the fields may be rented by other organizations not associated with Co-Tenants at reasonable rates, with rent being paid to Co-Tenants. Co-Tenants shall ensure that games are properly supervised. Co-Tenants shall not intentionally and knowingly use the premises for any purpose or in any manner in violation of any law, ordinance, rule or regulation adopted or imposed by Genoa Charter Township and any other governmental body.

Common Areas. Landlord shall also make available areas to the Co-Tenants and facilities of common benefit to the Co-Tenants and occupants including parking areas, driveways, sidewalks and ramps, service areas and landscaped area ("common areas"). All common areas shall be under the exclusive control and management of Landlord.

Term. The term of this lease shall be for three years commencing on January 1, 2010, the "commencement date" and shall expire on December 31, 2012.

Rent. Co-Tenants shall pay to landlord as annual rent the sum of one (\$1) dollar.

Landlord's Operating Expenses. The Landlord agrees that it will pay for (a) the cost of cleaning and maintenance of permanent restroom facilities, if constructed, (b) the maintenance and repair of the sprinkling system, (c) the existing lighting of the common areas (d) the electricity for operating of the scoreboards (if constructed).

Co-Tenant's Expenses. Co-Tenants shall pay for the following:

- a. Maintenance of the athletic fields including mowing, fertilizing, grass seeding and watering.

- b. Striping of the property for athletic events.
- c. Providing signage for Co-Tenants and for sponsors, if the signs are approved by the Landlord.
- d. The actual costs of electricity, used at the site during events if the cost can be ascertained, if the cost cannot be ascertained then the Co-Tenants shall pay the entire cost of electricity supplied to the leasehold premises.

Improvements. Any improvements to the Premises shall be constructed in accordance with all federal and state laws and applicable building codes,

Notification of Adjacent Property Owners. Prior to the first games on the Premises and on a quarterly basis thereafter, Co-Tenants shall notify the adjacent property owners whose property abuts the Genoa Township fields of the dates and times of all activities on the Premises. Co-Tenants shall also provide the name, address and telephone number of a person who may be contacted on behalf of the Co-Tenants by the adjacent property owners with respect to activities.

Notification to Participants. Co-Tenants shall provide all league players and to visiting teams or their leagues a notice containing the following information:

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

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

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

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

Meetings. Co-Tenants shall meet with Landlord prior to the anniversary of this lease to discuss renewal of the Lease.

Insurance. The Co-Tenants shall provide insurance coverage for itself, equipment, its employees, and its recreation personnel as it relates to the terms and conditions of this agreement. The Co-Tenants shall indemnify and hold harmless, the Township from any loss or damage that may be claimed to have arisen through the alleged negligent acts or omissions of the Co-Tenants. The Township shall provide insurance coverage for itself, its employees and any other personnel under the terms of this Agreement, holding the Howell Area Parks & Recreation Authority and Southeastern Livingston County Recreation Authority harmless for any loss or damage that may be claimed to have arisen through the alleged negligent acts or omissions of the Township.

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

The parties hereto understand and agree that this lease contains the entire agreement between them and that no alteration, modification, rescission or cancellation hereof, either in whole or in part, shall be effective or binding unless and until the same be reduced to writing and signed by the party hereto against whom the enforcement of such alteration, modification, rescission or cancellation is sought. Any notice given by any party hereto to any other party hereto shall be sufficient if mailed to the party for whom such notice is intended at its address set forth herein by first class mail with postage fully prepaid thereon and shall be deemed effective when mailed. This agreement shall be interpreted under the laws of the State of Michigan.

Suspension of Lease. Landlord reserve the right to suspend the Co-Tenant's right to use the property when it becomes necessary for Landlord to use the premises as a result of unforeseen circumstances such as, but not limited to, natural disasters and catastrophic events.

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

This agreement is entered as of this 16th day of December, 2009.

HOWELL AREA PARKS & RECREATION AUTHORITY
A Michigan Municipal Corporation

BY: Todd Smith, Chairman

BY: Deborah E. Mikula, Director

SOUTHEASTERN LIVINGSTON COUNTY RECREATION AUTHORITY
A Michigan Municipal Corporation

BY: Dan Mulvihill, Co-Chairman

BY: Director

GENOA CHARTER TOWNSHIP
A Michigan Municipal Corporation

BY: Gary McCririe, Supervisor

BY: Paulette A. Skolarus, Clerk

TO: Township Board
FROM: Mike Archinal
DATE: December 30, 2009
RE: Chaldean Church Chapel

Based on a recommendation from the Planning Commission, staff recommends the following motion:

Request for approval of impact assessment for a proposed 6,854 sq.ft. chapel located at the Chaldean Camp as petitioned by Bishop Abraham M. Abraham with following conditions:

Impact Assessment (dated 12-29-09):

1. Inserting noise control measures under "e" indicating that the site will comply with the noise ordinance;
2. Dust control measures be taken;
3. The church's outdoor service is planned to be held once per year during the month of August.
4. The Township Engineer's letter dated December 9th, 2009 be complied with;
5. The Fire Department's letter dated December 7th, 2009 be complied with.

**GENOA TOWNSHIP
APPLICATION FOR SITE PLAN REVIEW**

TO THE GENOA TOWNSHIP PLANNING COMMISSION AND TOWNSHIP BOARD:

APPLICANT NAME & ADDRESS*: BISHOP ABRAHIM M. ABRAHIM
OWNER'S NAME & ADDRESS: SAME 25603 BERG RD
SOUTHFIELD, MI 48033
SITE ADDRESS: KELLOG ROAD PARCEL #(s): 11-11-200-001
11-12-100-002
APPLICANT PHONE: () _____ OWNER PHONE: () _____

LOCATION AND BRIEF DESCRIPTION OF SITE:

SEE ITEM B OF THE
ENVIRONMENTAL ASSESSMENT / IMPACT STATEMENT

BRIEF STATEMENT OF PROPOSED USE:

SEE ITEM B OF THE ENVIRONMENTAL
ASSESSMENT / IMPACT STATEMENT

THE FOLLOWING BUILDINGS ARE PROPOSED:

ST. GEORGE'S SHRINE

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: Bishop Abraham M. Abraham
ADDRESS: 25603 Berg Rd. Southfield, Mi. 48033

* 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.) TEON C. Szyrak of Szyrak Engineering PLC at (248) 885-8432
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: Bishop Abraham M. Abraham DATE: 11-2-09
PRINT NAME: _____ PHONE: _____
ADDRESS: _____

**GENOA CHARTER TOWNSHIP
PLANNING COMMISSION
PUBLIC HEARING
DECEMBER 14th, 2009
6:30 P.M.**

AGENDA

CALL TO ORDER: At 6:30 p.m., the Genoa Charter Township Planning Commission meeting was called to order. Present constituting a quorum were Chairman Doug Brown, Barbara Figurski, Dean Tengel, John McManus, Diana Lowe, and Lauren Brookins, and Jim Mortensen. Also present were Brian Borden of LSL Planners, Tesha Humphriss, Township Engineer, and Kelly VanMarter, Township Planner.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

APPROVAL OF AGENDA: Motion by Barbara Figurski to approve the agenda as presented with addition of the introduction of Board members. Support by James Mortensen. **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... Review of site plan application, impact assessment and site plan for a proposed 6,854 sq.ft. chapel located at the Chaldean Camp on the east side of Kellogg Road, North of Grand River Avenue, Sec. 11 & 12, petitioned by Bishop Abraham M. Abraham.

This project's architect, Kassad Abdonew and the civil engineer, Teon Sujak appeared before the Planning Commission. This proposed project would be in the camp, itself. There will not be a lot of parking/paving in the area for the church. The artist's rendering of the St. George's Shrine was provided to the Planning Commission. Mr. Abdonew believes the design of the building will compliment the design of the camp.

Outdoor lighting was discussed. Petitioner does not believe lighting poles in the parking lot will be required because the church would only be used during the day, except in case of emergency.

Mr. Abdonew addresses the matters outlined in the Planner's letter dated December 3, 2009. He believes there are a lot of trees that provide screening along the property line. Color boards were previously submitted. The parking was also addressed. The petitioner is seeking grass paving. The Township Engineer will discuss that with the petitioner. A loading and unloading zone is

not really needed. There will be no trucks coming in and out of the camp for the purposes of deliveries.

Father Bogi addresses the Planning Commission. He believes the church would be used on occasion for retreats with 40-50 people and perhaps larger events three to four times per year.

Any proposed signage will need to be approved by the Township.

Brian Borden addresses the Planning Commission. The screening requirement could be waived as far as he is concerned. He will defer to Tesha Humphriss' judgment regarding grass pavers. He doesn't believe there should be much concern regarding the loading area because he doesn't believe there will be many deliveries, if any. Mr. Borden will defer to Tesha Humphriss regarding the contouring of the detention pond. There was discussion regarding the necessity of a dumpster. Once one is planned, the details for it will need to be submitted to the Township.

Tesha Humphriss discusses her December 9, 2009 letter. The Fire Department has not granted final approval. She would like a designation of where the final tank will be located re: fire storage. As it relates to drainage, the area has been split into three areas. She is, in general, supportive of the best management practices. The drainage areas to the south and the northeast of Euler Road were discussed. They are proposing a gravel check dam level spreader to the west to assist with drainage. The drain is privately owned and maintained, although Kellogg Road is under the jurisdiction of the Drain Commission. The system at the camp must be periodically maintained by the petitioner. A soil erosion permit will be required prior to construction. The existing asphalt drive is being improved and a permit is required for that, as well as a permit from the Health Department will be required, as well.

The letter of the Fire Department dated December 7, 2009 was discussed. The petitioner has made subsequent revisions and the petitioner is still working with the Fire Marshall. Chairman Brown read the letter of December 14, 2009 from the Fire Department and the contents were discussed.

Occupancy was discussed. There is seating for 240 people in the chapel, room for twenty standing, and an additional 25 in the multipurpose room. Some changes have been made to the drawings, which were not provided to the Commission. Fire lane signs were added. The dumpster was updated. One parking stall was deleted. The pond was re-contoured to look more natural, while still providing the volume that was required.

There will be a six inch curb near the placement of the tank at this point.

The propane tank will be relocated from where it is currently located in the middle of the drive. The current well will remain where it currently is. The pump house at the shoreline will remain where it is currently, but could be removed if necessary.

Brian Borden indicates that there is no issue with the building heights due to the setbacks. It is well within the ordinance.

Father Bogi indicates that one mass per year may have bells that would ring outdoors and would have an outdoor mass. This is the Assumption of Mary and is celebrated on a weekend near August 15th. The Township noise ordinance will be observed. The area will be set up that the speakers do not face the lake to prevent further amplification.

Charles Saliba of 1829 Kellogg Road address the Planning Commission. He inquires if the west entrance can be paved since the drive is somewhat hidden. He asks how often the chapel would be used. He believes the noise issues are becoming worse and he fears the chapel would be on the highest geographical point on the camp's land and that it may become loud. Microphones and speakers will not be used outdoors except as noted above for The Assumption of Mary festivities. Chairman Brown answers questions from Mr. Saliba regarding the process regarding approval of the land use permit by the Township or the building permit by the County. Any noise level issues should be addressed to the Township. Mr. Saliba asks if the petitioner can proceed since he believes ownership is in question. He is informed that the Township has been provided legal documentation indicating ownership. He asks what steps can be taken to object to this building. Mr. Mortensen explains this to Mr. Saliba.

Patricia Kopicko, 6843 Filice addressed the Planning Commission regarding road usage on Kellogg Road. She is concerned the increased traffic could cause problems with the road, which is already deteriorating. James Mortensen indicates that it's a Road Commission issue. She asks if it will be lit while unoccupied. It will not be lit.

Father Bogi addresses Chairman Brown's question as to why such a beautiful church would be built for a minimal attendance. The monies for the church were donated by a man who wanted a church built to honor Saint George. Saint George is a saint who is honored in the Chaldean culture. This church is not a parish church, so it is not anticipated that it will be open every week, except in the summer. It is more of a shrine than a church.

Joe Guzek of 1717 South Kellogg, inquires whether there is an ordinance regarding lighting after dark. Brian Borden responds to that question. There is a .5 candle light maximum at a private property line.

This site is not formerly Camp Dearborn. It is formerly the Detroit Recreation Camp.

Planning Commission disposition of petition

- A. Recommendation of Environmental Impact Assessment.
- B. Disposition of Site Plan.

Motion by Barbara Figurski to recommend to the Township Board that they approve the Environmental Impact Assessment subject to:

1. Inserting noise control measures under "e" indicating that the site will comply with the noise ordinance;
2. Dust control measures be taken;
3. The church's outdoor service is planned to be held once per year during the month of August.

Support by James Mortensen. **Motion carried unanimously.**

Motion by James Mortensen to approve the site plan presented this evening, subject to the following:

1. The site plan that is being approved is the October 31, 2009 site plan, with several minor modifications on the new site plan dated December 11, 2009;
2. The landscaping as proposed this evening on the site plan is acceptable;
3. The site plan rendering, architectural materials and architectural rendering as reviewed this evening are acceptable and will become the property of the Township;
4. Grass paving as shown on the site plan is acceptable;
5. A loading and unloading zone is not required;
6. The storm ponds have been redesigned to blend more with the natural features of the site;
7. No dumpster is required at this time, but may be modified in the future by the Township staff, in which case the conditions for that dumpster as spelled out in LSL's letter of December 3, 2009, including the base pad, will be complied with;
8. Exterior site lighting is not being provided and is acceptable to the Township Planning Commission. Moreover, the lighting ordinance of the Township will be complied with;
9. The conditions spelled out in the Township Engineer's letter dated December 9, 2009 will be complied with;
10. Also, the conditions spelled out in the Fire Department's letter of December 7, 2009 will be complied with subject to future modification

between the Township Engineer, petitioner, applicant and Fire Department;

11. Signage will comply with the Township ordinance and will be reviewed by the Township staff.

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

OPEN PUBLIC HEARING # 2...Review of amendment to Zoning Ordinance Article 7.

This was reviewed last month, but because it was to be added to the Commercial Zoning, it was not published last month. The actual change is on page nineteen, which is 7-4 of the ordinance.

Planning Commission disposition of petition

A. Recommendation of Zoning Ordinance Text Amendments.

Motion by James Mortensen to recommend to the Township Board that they approve the amendment to ordinance 7.02.02 to add shooting ranges as a special use in the general commercial and regional commercial zoning districts. Support by Barbara Figurski. **Motion carries unanimously.**

Administrative Business:

- *Planners report presented by LSL Planners. There is nothing to add per Brian Borden.*
- *Approval of 11-9-09 Planning Commission meeting minutes. Motion by Barbara Figurski to approve the minutes as amended. Support by James Mortensen. **Motion carried unanimously. Diana Lowe abstained from voting. All other members voted affirmatively.***
- *Discussion of Capital Improvement Plan Projects. Kelly VanMarter addresses the Planning Commission regarding applying a schedule to her list of projects. James Mortensen discussed his thoughts regarding the Nixon/Latson Road interchange. He supported the project when it was \$500,000.00. He will vote against it if it continues to cost \$1 million dollars.*
- *Member Discussion*

Adjournment. At 8:40 p.m., motion by Barbara Figurski to adjourn. Support by John McManus . **Motion carried unanimously.**



LSL Planning, Inc.

Community Planning Consultants

December 3, 2009

Planning Commission
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Attention:	Kelly Van Marter, AICP Planning Director
Subject:	Chaldean Camp Chapel – Site Plan Review #2
Location:	East side of Kellogg Road, north of Grand River Avenue
Zoning:	PRF Public and Recreational Facilities District
Applicant:	Bishop Abraham M. Abraham 25603 Berg Road Southfield, MI

Dear Commissioners:

At the Township's request, we have reviewed the revised site plan and architectural drawings (both dated 11/24/09) proposing the development of a new chapel. The site is located on the east side of Kellogg Road, north of Grand River Avenue, and is currently zoned PRF Public and Recreational Facilities District. The request has been reviewed in accordance with the Genoa Township Zoning Ordinance.

A. Summary

1. The Township may waive or modify the landscaping and parking lot screening requirements based upon the setbacks provided and the presence of existing landscaping.
2. Planning Commission approval is required for the proposed architecture, including materials and colors.
3. The Planning Commission may approve alternative paving materials (grass pavers) based upon the review and recommendation of the Township engineer.
4. The site plan does not provide a loading/unloading zone. The Planning Commission may modify this requirement.
5. Storm ponds are required to blend in with the natural features of the site to the greatest extent possible.
6. Dumpster enclosure details must be provided and the depth of the base pad must be increased to 15 feet. A parking space blocks access to the dumpster. We recommend this space be removed.
7. The plan does not identify exterior site lighting or signage.

B. Proposal

The applicant proposes to develop a new chapel containing 6,854 square feet of gross floor area on the approximately 160-acre parcel southwest of Euler Lake. The Chaldean Camp (formerly Camp Dearborn) also contains a caretaker's house and banquet facility. The Zoning Ordinance lists churches, temples and places of public assembly as permitted civic uses in the PRF District. Such uses are also subject to the specific standards of Section 6.02.02(a), which are reviewed in detail under Section C of this letter.

C. Specific Use Standards

Section 6.02.02(a) requires that churches, temples and places of public assembly comply with the following standards:

1. **Minimum lot area shall be three (3) acres plus an additional fifteen thousand (15,000) square feet for each one hundred (100) persons of seating capacity.**

The overall "camp" site contains approximately 160 acres. The submittal notes that the chapel is designed for a total occupancy of 285 people. As such, this standard is met.

2. **Buildings of greater than the maximum height allowed in Article 4, Table of Dimensional Standards, may be allowed provided front, side and rear yards are increased above the minimum required yards by one foot for each foot of building height that exceeds the maximum height allowed. The maximum height of a steeple shall be sixty (60) feet.**

The maximum building height is 39.5 feet with a crucifix atop the building at a height of 43.3 feet. Given the size of the overall property, the building provides substantial setbacks on all sides and complies with this standard.

3. **Wherever an off-street parking area is adjacent to a residential district, there shall be a minimum parking lot setback of fifty (50) feet with a continuous obscuring wall, fence and/or landscaped area at least four (4) feet in height shall be provided. The Township Board may reduce this buffer based on the provision of landscaping, the presence of existing trees or in consideration of topographic conditions.**

The property to the south is zoned CE Country Estate. The parking lot provides a substantial setback from the adjacent property (247 feet). The site plan does not identify an obscuring wall, fence or landscaped area between the parking lot and the CE District; however, there is a substantial separation and a significant amount of existing vegetation between the parking lot and the CE District to the south. As such, the Township may wish to waive or modify this requirement.

D. Site Plan Review

1. **Dimensional Requirements.** Section 6.03 outlines the dimensional requirements for the PRF District as follows:

- Front setback – 75 feet
- Side setbacks – 50 feet
- Rear setback – 50 feet
- Waterfront setback – 125 feet
- Building height – dependent upon setbacks provided

Given the substantial size of the property, all dimensional requirements are met or exceeded.

2. **Building Elevations.** The building elevations identify the primary material as brick with limestone accents in accordance with the building material requirements of Section 12.01.03. Planning Commission approval is required for the proposed architecture, including materials and colors. As such, the applicant must present building material and color samples to the Commission.

- 3. Parking.** The Zoning Ordinance requires 1 space for each 3 seats or 6 feet of pews in the main unit of worship. Based upon the occupancy noted on Sheet C-1(285), the project requires 95 parking spaces, while 98 are provided. Given the total amount of parking provided, 4 barrier free spaces are required, while 5 are provided. Drive aisle and parking stall dimensions comply with Ordinance requirements.

Additionally, the majority of the proposed parking is to be constructed of permeable grass pavers. Specifically, 18 spaces will be paved with asphalt, while the remaining 80 will utilize grass pavers. The Ordinance states that all non-single family residential driveways and parking lots are to be hard surfaced with concrete or asphalt and concrete curbing on all sides. However, in accordance with Section 14.06.01, "the Planning Commission may approve alternative paving materials, such as permeable/grass pavers, for overflow, seasonal or low usage parking, based upon the review and recommendation of the Township engineer." As such, we defer to the Township Engineer on the appropriateness of grass pavers for this site.

- 4. Loading.** Section 14.08.08 requires 1 loading space for the proposed project, which is to be 500 square feet in area and located in a rear or side yard not directly visible to a public street. The site plan does not identify a loading area; however, there is a circle drive/drop off area in front of the building that may suffice for loading/unloading purposes. The Planning Commission has discretion to modify the requirements for uses which will involve smaller delivery vehicles.
- 5. Access Management.** The site plan identifies one driveway off of Kellogg Road. The project proposes to widen and repave the existing drive in a similar location. There is another drive shown across Kellogg Road that is aligned reasonably well with the subject site's driveway. Kellogg Road is not paved.
- 6. Landscaping & Greenbelt.** The submittal does not include a landscape plan, but does show existing vegetation on site. In general, the site is heavily wooded with areas of dense vegetation and large, mature trees. The Zoning Ordinance requires greenbelt, parking lot and detention pond landscaping; however, if the existing site vegetation is healthy, the Planning Commission has the ability to waive or modify these requirements based upon the presence of existing landscaping to be preserved.

A storm pond is also shown southwest of the proposed building. We defer review of the stormwater management plan to the Township Engineer; however, the Zoning Ordinance requires such ponds to be "free form" to blend in with the natural features of the site to the greatest extent possible. The pond proposed is square in shape.

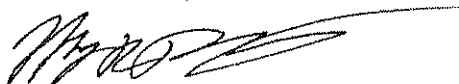
- 7. Waste Receptacle and Enclosure.** The revised plan provides a waste receptacle and enclosure in the southwest corner of the paved portion of the parking lot. A note on Sheet C-1 references the architectural details; however, no additional details are provided. Details of an enclosure meeting the requirements of Section 12.04.08 must be provided. Additionally, the concrete base pad is required to be 9' x 15' to support the weight of refuse removal vehicles, while the pad shown is 10' x 10'. Lastly, access to the dumpster will be blocked by a parking space. Given that there are 3 excess parking spaces, we recommend the area in front of the dumpster be eliminated as a parking space. The area should be striped and labeled as a no parking zone to ensure there are no conflicts between parked vehicles and refuse removal.

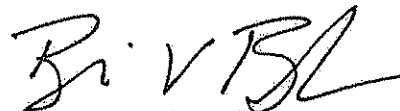
8. **Exterior Lighting.** The plan does not identify any existing or proposed exterior site lighting. If new lighting is proposed, it must be shown on the plan and details must be provided in accordance with Section 12.03. The Township may also wish to request details of any existing lighting to verify compliance with current requirements.
9. **Signs.** The revised plan does not identify any new signage. There is an existing sign shown in the middle of the driveway. Given this location, it appears the sign is to be removed; however, the applicant must verify whether the sign is to be removed or relocated. Any new or relocated signs must be shown on the site plan and a separate permit will be required in accordance with Article 16 of the Zoning Ordinance for any new signage.
10. **Impact Assessment.** An Impact Assessment (not dated) is included with the submittal. The Assessment states that the project is not expected to create any adverse impacts upon the public services, surrounding land uses or traffic. The site does contain a wetland area and is adjacent to Euler Lake; however, the proposed activities are not located in close proximity to either natural feature.

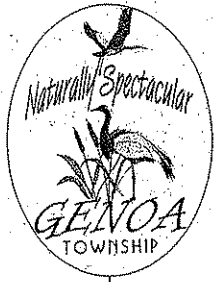
The project includes relocation of an existing propane tank, which may require review and approval by the Fire Marshal.

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

Sincerely,
LSL PLANNING, INC.


Jeffrey R. Purdy, AICP
Principal Planner


Brian V. Borden, AICP
Senior Planner



Genoa Charter Township

2911 Dorr Road • Brighton, Michigan 48116 • (810) 227-5225 • Fax (810) 227-3420 • www.genoa.org

Memorandum

TO: Genoa Township Planning Commission Members
DATE: December 9, 2009
RE: Chaldean Camp – St. George Chapel
Site Plan Review #2

As requested, I have reviewed the above referenced site plan dated November 24, 2009, prepared by Sujak Engineering PLC. The site is located on the east side of Kellogg Road, between Grand River and McClement Roads. The petitioner is proposing to construct a 6,854 square foot Shrine on the existing Chaldean Camp facility. Please consider the following comments when taking action on this site plan:

GENERAL

1. The location of the proposed underground cistern for the proposed fire flow requirements should be shown on the site plan.

DRAINAGE AND GRADING

It appears there is an existing high point on the site near the proposed brick circle located between the proposed building and parking lot. It appears everything northeast of this location, including the proposing building, currently drains to the northeast towards Euler Lake. It appears everything west/southwest of this area, including the proposed parking lot, drains to the southwest. It appears everything west/northwest of this area, including the proposed asphalt drive, currently drains to the north towards Euler Lake.

The petitioner is not proposing a standard stormwater management system for this site, which would typically include storm sewer and a detention pond. The petitioner is proposing a storm sewer management system that consists of bioswales, grass pavers, and a stormwater retention pond area. I support the implementation of storm water best management practices for this site due to the size of the site and the proximity to Euler Lake. However, additional documentation should be provided to ensure the stormwater system meets the intent of the Township Engineering Standards.

2. Drainage Area A consists of the proposed building. The petitioner is proposing to outlet this area through a bioswale to Euler Lake. The petitioner is proposing no

Supervisor
Gary T. McCririe

Clerk
Paulette A. Skolarus

Treasurer
Robin L. Hunt

Manager
Michael C. Archinal

Trustees
H. James Mortensen • Jean W. Ledford • Todd W. Smith • Steven Wildman

detention or retention for this portion of the site. To obtain a waiver of the detention requirements the petitioner should document the impact of the additional stormwater volume on Euler Lake.

3. Drainage Area B consists of the proposed parking lot. The petitioner is proposing a retention pond on the southwest portion of the grass paver parking lot. The following items should be addressed in regards to the proposed retention pond:
 - a. Genoa Township Engineering Standards require a retention pond be sized for 2-inches of runoff from the entire tributary area. The petitioner should revise the calculations to reflect this standard. It appears once this is completed the size of the retention pond will need to be increased slightly. It should be noted that the petitioner can utilize the infiltration swale to the north of the pond in the provided volume, but not the infiltration swale to the south of the grass pavers, as none of Drainage Area B is tributary to the southern infiltration swale. It should also be noted that a minimum of 5% of the volume of the pond should be in the infiltration swale to meet the sedimentation basin requirements.
 - b. Genoa Township Engineering Standards require 3-feet of freeboard above of the highwater elevation of a retention pond. This standard can be waived for this site if the petitioner provides an overflow assessment documenting the impacts to this site and the downstream properties if an overflow occurs.
 - c. A defined emergency spillway should be provided on the southeast side of the pond.
4. A stormwater management system is required for the proposed asphalt driveway. As this area ultimately outlets to Euler Lake, the petitioner can apply for a detention waiver if stormwater best management practices are utilized and an analysis on the impact to Euler Lake is completed.
5. The petitioner will need to obtain a soil erosion and sedimentation permit from the Livingston County Drain Commissioner's Office prior to starting construction.

TRAFFIC/PAVEMENT

6. The petitioner is proposing to upgrade the existing access drive off of Kellogg Road. A permit from the Livingston County Road Commission is required for the improvements within the Kellogg Road right-of-way.

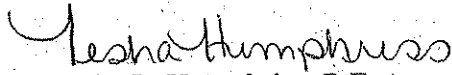
UTILITIES

This site is located outside the Township's municipal water and sanitary sewer service area. The plans show an existing septic field area and an existing water pump house.

7. A permit from the Livingston County Health Department will be required to connect the proposed building to the existing septic and private well facilities.

I recommend the Planning Commission consider the above listed items before acting on this site plan. Please feel free to contact me at the Township Hall (810) 227 – 5225 with any questions or concerns.

Sincerely,



Tesha L. Humphriss, P.E.
Genoa Township Engineer

Kelly

From: Michael O'Brian [mobrian@brightonareafire.com]
Sent: Monday, December 14, 2009 3:50 PM
To: Kelly; Amy
Subject: Update on Caldean Camp

Kelly and Amy

We just met with Teon the engineer for the project

They are working on the various options to meet the waterflow requirements.

It also appears they have cleaned up the details on the fire lane signs, gate, and they are working on the material for the aerial apparatus access road.

When we get the next waterflow calculations we will let you know

Michael OBrian
Fire Marshal
Brighton Area Fire Authority
Office: 810-229-6640 extension 33
Fax: 810-229-1619
Cell: 810-459-0116

Practice your home escape plan today!**



Brighton Area Fire Department

615 W. Grand River

Brighton, Michigan 48116

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

December 7, 2009

Kelly VanMarter
Genoa Township
2911 Dorr Road
Brighton, MI 48116

RE: St. George Shrine
Chaldean Camp
Kellogg & McClement
Site Plan Review

Dear Kelly:

The Brighton Area Fire Department has reviewed the above mentioned site plan. The revised plans were received for review on December 1, 2009 and the drawings are dated October 31, 2009 with revisions dated November 24, 2009. The project is based on a new 6,854 square foot religious facility. The plan review is based on the requirements of the International Fire Code (IFC) 2009 edition.

1. It appears that the total occupancy of the building may exceed 300 persons. The design professional shall provide additional details on the occupant load.

If calculations per the Michigan Building Code exceed 300, an automatic sprinkler system shall be provided. Clarification was provided for a building occupant load of 285. It does not appear to meet the Michigan Building code and will be reviewed at the time of the building plan review.

IFC 903

2. The design professional shall provide details on fire flow for the site. The site plan does not indicate how the fire flow will be achieved. Fire flow shall be achieved by an approved method.

On sheet C-1 of the revised drawings, in the fire department notes, the engineer is proposing a 4,500 gallon tank. The size of the tank pump arrangements and details do not meet the minimum requirements.

The engineer shall submit details on the system and is encouraged to review the details with the fire department prior to re-submittal.

IFC 507 Appendix B/C

3. The site does not meet the minimum requirement for fire apparatus access roads, or aerial fire apparatus access. The following shall be addressed.

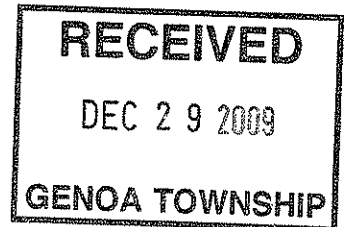
- Provide aerial apparatus access with an unobstructed width of 26' parallel to one side of the building (15' – 30'). Apparatus access has been added on the south side of the building. Details on the material of the apparatus lane are subject to review.
 - Provide details and location on "No Parking, Fire Lane" signs. **A detail of the sign shall be provided.**
 - Provide details on the existing gate at the entrance to the site on Kellogg Road.
4. Future project submittals shall include the address and street name of the project in the title block.
IFC 105.4.2
5. The building shall include the building address on the building. The address shall be a **minimum of 6"** high letters of contrasting colors and be clearly visible from the street. The location and size shall be verified prior to installation.
IFC 505.1
6. The access road into the site shall be a minimum of 26' wide. With a width of 26' wide, one side of the street shall be marked as a fire lane. Include the location of the proposed fire lane signage and include a detail of the fire lane sign in the submittal. Access roads to site shall be provided and maintained during construction. Access roads shall be constructed to be capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.
IFC D 103.6
IFC D103.1
IFC D 102.1
IFC D 103.3
7. The location of a key box (Knox Box) shall be indicated on future submittals. The Knox box will be located adjacent to the front door of the structure.
IFC 506.1

Additional comments will be given during the building plan review process (specific to the building plans and occupancy). If you have any questions about the comments on this plan review please contact me at 810-229-6640 extension 33.

Cordially,


Michael D. O'Brian
Fire Marshal

Environmental Assessment/Impact Statement



- a. *Name and address of person responsible for preparation of the impact assessment and a brief statement of their qualifications:*

Teon C. Sujak, P.E..
Sujak Engineering PLC
4031 Coolidge Hwy
Troy, MI 48098

Teon C. Sujak has been a licensed engineer in Michigan since 2000 involved in Engineering design/review, planning and Survey Services predominantly in Southeast Michigan. Once the Senior Associate of Mickalich & Associates Incorporated (who designed previous phases of the existing facility), Mr. Sujak has worked with numerous developments similar in nature and scope.

- b. *Map and written description/ analysis of project site:*

The project site is located in the south-west quadrant of the existing Chaldean Camp facility located between McClement and Kemper Roads east of Kellogg Road. The proposed improvements are proposed between Kellogg and the south-southwest shore of Euler Lake (See Attached Figures 1 & 2). The owner is proposing to construct a Shrine for intermittent use. To facilitate the use of said shrine, a proposed parking area is also being proposed adjacent to the building. The existing infrastructure of the development is that of a camping facility and falls within the current intended zoning use.

- c. *Impact on Natural Features:*

The project site is currently partially developed with an existing caretakers house and banquet facility. This area was upgraded in the 90's with a septic bed filtration system and improved well capacity to service future expansion for the former Camp Dearborn. The area is mildly sloped with both open and forested areas. The proposed layout was developed to minimize impacts to the existing tree lines and minimize the removal of any freestanding trees. There are no wetlands being impacted by the proposed improvements per the Township Maps (see Figure 3a & 3b) or areas of observed major wildlife within the proposed development area.

d. Impact on Storm Water Management:

Silt fencing and similar temporary soil erosion control measures will be implemented at the time of construction. Based on the existing topographic survey information provided, there should be minimal impact to the drainage directed towards Euler Lake. The majority of the drainage from the proposed improvements will follow the existing drainage pattern to the southwest. We are proposing to keep the majority of the parking surface green to maximize infiltration into the existing soils (Miami Loam per Soil Survey of Livingston County). Any additional drainage will be treated by means of a bio-swale and a small pond area. Both the bio-swale and pond are being proposed as permanent storm water management features. Any additional flows which are not infiltrated will discharge to the south west after being treated. There is no expected significant increase to off-site drainage flows based on the site plan and storm water management features proposed.

e. Impact on Surrounding land use:

The lands immediately adjacent to the proposed improvements consist of open fields and forested areas currently under the Chaldean Camp ownership. Therefore, any impacts to future areas of development would fall within the confines of the Camp facility. Based upon the design of the septic system currently in place, it is believed that this area was originally planned for camp site expansion.

f. Impact on public facilities and services:

Since the proposed Shrine is intended for intermittent use, there should be no long term major impacts to police or school services. The facility is designed for a maximum occupancy of 285 people.

g. Impact on public utilities:

The area of proposed development is currently and will continue to be serviced by an on-site well and septic system. The Livingston County Health Department may require recertification of the Septic Field due to its over-design. Hence, no impact is being proposed to off-site public water or sanitary sewer facilities.

h. Storage and handling of any hazardous materials:

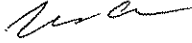
No hazardous storage or handling is being proposed on this development.

i. Impact on Traffic and Pedestrians:

Per the Institute of Transportation Engineers Trip Generation 6th Edition, the most similar use available for comparison is that of a church. Per the architect (GAV and Associates, Inc.) the proposed Gross Floor Area for the shrine will be 6,854 Square Feet. Based upon this information; the average rate of peak hour of traffic generated on a Sunday would be approximately 70 vehicles.

MEMORANDUM

TO: Township Board

FROM: Michael Archinal 

DATE: 12-30-09

RE: Park Pavilion Project

At the 12-7-09 meeting the Board approved a conceptual plan for the purpose of ordering structural laminated beams. The Architect and Builder were asked to secure competitive bids and prepare a construction management contract.

The table identified as Contract Exhibit "B" provides a project cost summary and lists the bids received.

A construction management contract and schedule are also provided.

At the direction of the Township Board I have discussed traffic circulation patterns with the Township Engineer. She recommends, at a minimum, an "Employee Only" sign to the entrance of the rear parking lot. Additional review will follow.

Please consider the following action:

Moved by _____ supported by, to approve a construction management contract with B.D. Donovan Builders subject to attorney review.

Genoa Chart Township - Park Pavilion Project

B.D. Donovan Builders

12/30/2009

Project Cost Summary

Item	Bidders		
Site Balance	Fonson Const	\$	500.00
Directional Boring Utilities	R.C. Directional Boring	\$	4,000.00
Fill Sand under slab	BD Donovan	\$	500.00
Landscape + irrigation	TBD	\$	5,000.00
Artificial Turf	DP and Hoffman Playworks	\$	9,205.00
Grinder Installation	Fonson Const	\$	5,280.00
Foundations	BD Donovan	\$	7,675.00
Concrete Slab, Rigid Insulation	Signature Concrete	\$	6,000.00
Exterior Concrete Walks & Stairs	Signature Concrete	\$ 4,600.00	\$ 4,600.00
Steel Railing	S&G Erectors	\$	5,000.00
Laminated Timber	Unit Structures	\$ 12,000.00	\$ 12,000.00
	N.A. Manns	\$ 33,252.00	
Other Framing Materials	N.A. Manns	\$ 2,000.00	\$ 2,000.00
Framing Labor	Donovan / Shipley LLC	\$	4,400.00
Roofing	Teamwork Builders	\$	2,600.00
Hollow Metal Doors / Hardware	R.K. Hoppe	\$	3,754.00
Electrical	K&J Electric	\$ 14,566.00	
	Fillion Construction	\$ 11,750.00	\$ 11,750.00
	Added Recept Toilets	\$ 250.00	\$ 250.00
Ventilation	D&R Heat + Cool	\$	700.00
Plumbing	Northern Plumbing	\$ 30,975.00	\$ 30,975.00
	Needham & Son	\$ 43,590.00	
	EZ Flow Plumbing	\$ 31,595.00	
Masonry	BD Donovan	\$ 17,950.00	\$ 17,950.00
	Sterling Masonry	\$ 18,675.00	
	Bedola Masonry	\$ 17,950.00	
Insulation	BD Donovan	\$	750.00
Drywall	Don Maki	\$	1,000.00
Painting / Finishes	Prime Time Panting	\$	4,000.00
Specialties - Toilet Rms, Signs	Gee Company	\$	3,000.00
Sub Contract Sum			\$ 142,889.00
General Conditions			
Design / Engineering	Lindhout Associates	\$	18,750.00
Permits		\$	1,000.00
Job Clean Up	BD Donovan	\$	1,500.00
Dumpsters	Len's Rubbish	\$	800.00
Misc + Weather Protection	BD Donovan	\$	7,500.00
Supervision	BD Donovan	\$ 12,124.00	\$ 12,124.00
Project Manager	BD Donovan	\$ 5,455.80	\$ 5,455.80
Builders Fee		4%	\$ 7,600.75
Project Contingency		5%	\$ 9,500.94
GUARANTEED MAXIMUM PRICE			\$ 207,120.49
OPTIONAL ENHANCEMENTS			
Picnic Tables		3100	
Concrete Pad		200	
	Net per table on site	\$	3,300.00
Benches with Concrete Pad		\$	2,100.00
Playground Equipment + Mulch		\$	56,034.00
Electric Heaters (5)		\$	8,926.50
Security Cameras + Recorder		TBD	ADT
SUB TOTAL ALL OPTIONS		\$	70,360.50
BUILDING = ALL OPTIONS		\$	277,480.99

**Assumes Acceptable Soils

GENOA TOWNSHIP PAVILION PROPOSED SCHEDULE

Dec. 16th Letter of intent to unit structures (for Feb 15th delivery & cover site)

Jan. 4 Award design build contract

Jan 5 – 17th Complete design documents

Jan 18 – 31st Permits

Feb 1 – 7th Foundations & boring

Feb 8 – 14th Underground & plumbing & Electrical in Twp. Hall, grinder pump

Feb 15 – 21st Erect structure & shingle

Feb 22 thru
March 22nd Masonry & rough plumbing & electrical

Mar 22 – 28th Carpentry & rough plumbing, electrical & ventilation

Mar 29 thru
April 4th Pour interior & exterior slabs & concrete stairs

April 5 – 11th Finish painting, measure exterior handrail, layout playground & accessories

April 12 – 18th Finish electrical, plumbing, ventilation, signage, irrigation & landscaping, install handrail & artificial turf.

April 19 thru
May 2nd Misc. work, JOB COMPLETE

DRAFT AIA® Document A121™ CMc - 2003 and AGC Document 565

Standard Form of Agreement Between Owner and Construction Manager where the Construction Manager is Also the Constructor

AGREEMENT made as of the «Fourth» day of «January» in the year «Two Thousand
Ten»

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status and address)

«Charter Township of Genoa»
«2911 Dorr Road
Brighton, MI 48116»

and the Construction Manager:

(Name, legal status and address)

«BD Donovan Builders» (General Corporation)
«7785 Hamburg Road
Brighton, MI 48116»

The Project is:

(Name, address and brief description)

«0850 - Genoa Township Pavilion»
«2911 Dorr Road
Brighton, MI 48116»
«Wood and Brick constructed park pavilion containing storage, utility and restroom
facilities to support the athletic fields and pathway at the Township Hall Site.»

The Architect is:

(Name, legal status and address)

«Lindhout Associates Architects» (Professional Corporation)
«10465 Citation Drive
Brighton, MI 48116»

The Owner and Construction Manager agree as set forth below:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The 1997 Edition of AIA Document A201, General Conditions of the Contract for Construction, is referred to herein. This Agreement requires modification if other general conditions are utilized.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF CONTENTS

ARTICLE 1 GENERAL PROVISIONS

- § 1.1 Relationship of the Parties
- § 1.2 General Conditions

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

- § 2.1 Preconstruction Phase
- § 2.2 Guaranteed Maximum Price Proposal and Contract Time
- § 2.3 Construction Phase
- § 2.4 Professional Services
- § 2.5 Hazardous Materials

ARTICLE 3 OWNER'S RESPONSIBILITIES

- § 3.1 Information and Services
- § 3.2 Owner's Designated Representative
- § 3.3 Architect
- § 3.4 Legal Requirements

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

- § 4.1 Compensation
- § 4.2 Payments

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

- § 5.1 Compensation
- § 5.2 Guaranteed Maximum Price
- § 5.3 Changes in the Work

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

- § 6.1 Costs to Be Reimbursed
- § 6.2 Costs Not to Be Reimbursed
- § 6.3 Discounts, Rebates and Refunds
- § 6.4 Accounting Records

ARTICLE 7 CONSTRUCTION PHASE PAYMENTS

- § 7.1 Progress Payments
- § 7.2 Final Payment

ARTICLE 8 INSURANCE AND BONDS

- § 8.1 Insurance Required of the Construction Manager
- § 8.2 Insurance Required of the Owner
- § 8.3 Performance Bond and Payment Bond

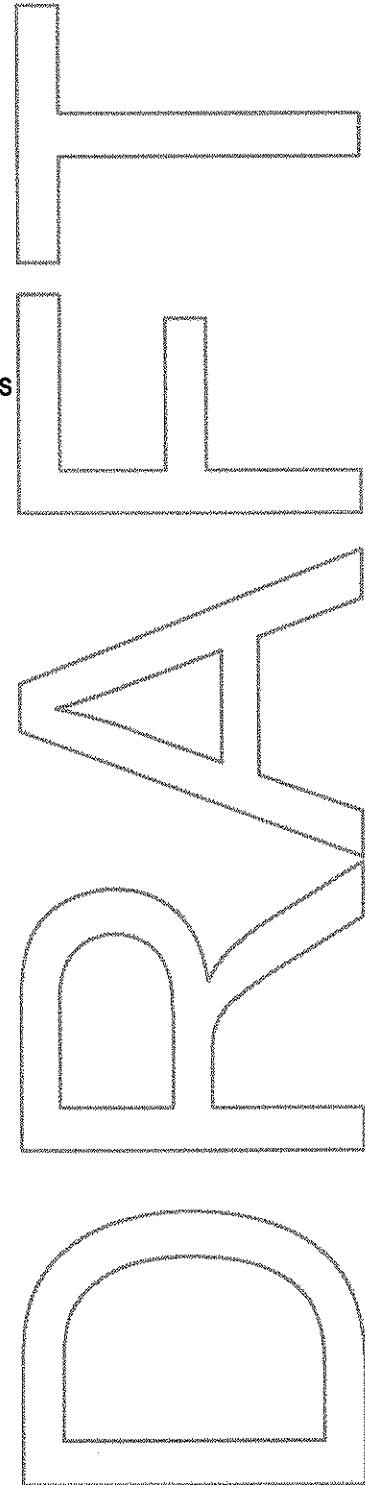
ARTICLE 9 MISCELLANEOUS PROVISIONS

- § 9.1 Dispute Resolution
- § 9.2 Other Provisions

ARTICLE 10 TERMINATION OR SUSPENSION

- § 10.1 Termination Prior to Establishing Guaranteed Maximum Price
- § 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price
- § 10.3 Suspension

ARTICLE 11 OTHER CONDITIONS AND SERVICES



ARTICLE 1 GENERAL PROVISIONS

§ 1.1 RELATIONSHIP OF PARTIES

The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Architect in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect, Construction Manager and other persons or entities employed by the Owner for the Project.

§ 1.2 GENERAL CONDITIONS

For the Construction Phase, the General Conditions of the contract shall be the AIA® Document A201™-1997, General Conditions of the Contract for Construction, which is incorporated herein by reference. For the Preconstruction Phase, or in the event that the Preconstruction and Construction Phases proceed concurrently, A201™-1997 shall apply to the Preconstruction Phase only as specifically provided in this Agreement. The term "Contractor" as used in A201™-1997 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager shall perform the services described in this Article. The services to be provided under Sections 2.1 and 2.2 constitute the Preconstruction Phase services. If the Owner and Construction Manager agree, after consultation with the Architect, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.

§ 2.1 PRECONSTRUCTION PHASE

§ 2.1.1 PRELIMINARY EVALUATION

The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other.

§ 2.1.2 CONSULTATION

The Construction Manager with the Architect shall jointly schedule and attend regular meetings with the Owner. The Construction Manager shall consult with the Owner and Architect regarding site use and improvements and the selection of materials, building systems and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.

§ 2.1.3 PRELIMINARY PROJECT SCHEDULE

When Project requirements described in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Architect's review and the Owner's approval. The Construction Manager shall obtain the Architect's approval of the portion of the preliminary Project schedule relating to the performance of the Architect's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, Architect and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

§ 2.1.4 PHASED CONSTRUCTION

The Construction Manager shall make recommendations to the Owner and Architect regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

§ 2.1.5 PRELIMINARY COST ESTIMATES

§ 2.1.5.1 When the Owner has sufficiently identified the Project requirements and the Architect has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Architect and approval of the Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.

§ 2.1.5.2 When Schematic Design Documents have been prepared by the Architect and approved by the Owner, the Construction Manager shall prepare, for the review of the Architect and approval of the Owner, a more detailed estimate with supporting data. During the preparation of the Design Development Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect and Construction Manager.

§ 2.1.5.3 When Design Development Documents have been prepared by the Architect and approved by the Owner, the Construction Manager shall prepare a detailed estimate with supporting data for review by the Architect and approval by the Owner. During the preparation of the Construction Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect and Construction Manager.

§ 2.1.5.4 If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

§ 2.1.6 SUBCONTRACTORS AND SUPPLIERS

The Construction Manager shall seek to develop subcontractor interest in the Project and shall furnish to the Owner and Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect will promptly reply in writing to the Construction Manager if the Architect or Owner know of any objection to such subcontractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner or Architect later to object to or reject any proposed subcontractor or supplier.

§ 2.1.7 LONG-LEAD-TIME ITEMS

The Construction Manager shall recommend to the Owner and Architect a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead-time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead-time items.

§ 2.1.8 EXTENT OF RESPONSIBILITY

The Construction Manager does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. It is not the Construction Manager's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Drawings and Specifications are at variance therewith, the Construction Manager shall promptly notify the Architect and Owner in writing.

§ 2.1.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

The Construction Manager shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

§ 2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME

§ 2.2.1 When the Drawings and Specifications are sufficiently complete, the Construction Manager shall propose a Guaranteed Maximum Price, which shall be the sum of the estimated Cost of the Work and the Construction Manager's Fee.

§ 2.2.2 As the Drawings and Specifications may not be finished at the time the Guaranteed Maximum Price proposal is prepared, the Construction Manager shall provide in the Guaranteed Maximum Price for further development of

the Drawings and Specifications by the Architect that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The estimated Cost of the Work shall include the Construction Manager's contingency, a sum established by the Construction Manager for the Construction Manager's exclusive use to cover costs arising under Section 2.2.2 and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order.

§ 2.2.4 BASIS OF GUARANTEED MAXIMUM PRICE

The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include:

- .1 A list of the Drawings and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the Guaranteed Maximum Price proposal.
- .2 A list of allowances and a statement of their basis.
- .3 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal to supplement the information contained in the Drawings and Specifications.
- .4 The proposed Guaranteed Maximum Price, including a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the Fee that comprise the Guaranteed Maximum Price.
- .5 The Date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal and the written statement of its basis. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 Unless the Owner accepts the Guaranteed Maximum Price proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the Guaranteed Maximum Price proposal shall not be effective without written acceptance by the Construction Manager.

§ 2.2.7 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

§ 2.2.8 Upon acceptance by the Owner of the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price and its basis shall be set forth in Amendment No. 1. The Guaranteed Maximum Price shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 2.2.9 The Owner shall authorize and cause the Architect to revise the Drawings and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in Amendment No. 1. Such revised Drawings and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the Owner, Architect and Construction Manager. The Construction Manager shall promptly notify the Architect and Owner if such revised Drawings and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

§ 2.2.10 The Guaranteed Maximum Price shall include in the Cost of the Work only those taxes which are enacted at the time the Guaranteed Maximum Price is established.

§ 2.3 CONSTRUCTION PHASE

§ 2.3.1 GENERAL

§ 2.3.1.1 The Construction Phase shall commence on the earlier of:

- (1) the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, or

- (2) the Owner's first authorization to the Construction Manager to:
 - (a) award a subcontract, or
 - (b) undertake construction Work with the Construction Manager's own forces, or
 - (c) issue a purchase order for materials or equipment required for the Work.

§ 2.3.2 ADMINISTRATION

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated to a special design for the Work from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the Owner and Architect. The Owner will then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect, which bids will be accepted. The Owner may designate specific persons or entities from whom the Construction Manager shall obtain bids; however, if the Guaranteed Maximum Price has been established, the Owner may not prohibit the Construction Manager from obtaining bids from other qualified bidders. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and a specific bidder among those whose bids are delivered by the Construction Manager to the Owner and Architect (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a change in the Work be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Sections 7.1.8 and 7.1.9 and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

§ 2.3.2.4 The Construction Manager shall schedule and conduct meetings at which the Owner, Architect, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.

§ 2.3.2.5 Promptly after the Owner's acceptance of the Guaranteed Maximum Price proposal, the Construction Manager shall prepare a schedule in accordance with Section 3.10 of A201™-1997, including the Owner's occupancy requirements.

§ 2.3.2.6 The Construction Manager shall provide monthly written reports to the Owner and Architect on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect.

§ 2.3.2.7 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect at regular intervals.

§ 2.4 PROFESSIONAL SERVICES

Section 3.12.10 of A201™-1997 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 HAZARDOUS MATERIALS

Section 10.3 of A201™-1997 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 INFORMATION AND SERVICES

§ 3.1.1 The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

§ 3.1.2 The Owner shall, at the written request of the Construction Manager prior to commencement of the Construction Phase and thereafter, furnish to the Construction Manager reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager.

§ 3.1.3 The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.

§ 3.1.4 STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS

In the Preconstruction Phase, the Owner shall furnish the following with reasonable promptness and at the Owner's expense. Except to the extent that the Construction Manager knows of any inaccuracy, the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in Sections 3.1.4.1 through 3.1.4.4 but shall exercise customary precautions relating to the performance of the Work.

§ 3.1.4.1 Reports, surveys, drawings and tests concerning the conditions of the site which are required by law.

§ 3.1.4.2 Surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a project benchmark.

§ 3.1.4.3 The services of a geotechnical engineer when such services are requested by the Construction Manager. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

§ 3.1.4.4 Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

§ 3.1.4.5 The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager.

§ 3.2 OWNER'S DESIGNATED REPRESENTATIVE

The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. This representative shall have the authority to make decisions on behalf of the Owner concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201™-1997, the Architect does not have such authority.

§ 3.3 ARCHITECT

The Owner shall retain an Architect to provide Basic Services, including normal structural, mechanical and electrical engineering services, other than cost estimating services, described in the edition of AIA® Document B151™-1997, *Abbreviated Standard Form of Agreement Between Owner and Architect* current as of the date of this Agreement. The Owner shall authorize and cause the Architect to provide those Additional Services

described in B151™ 1997, requested by the Construction Manager which must necessarily be provided by the Architect for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect, from which compensation provisions may be deleted.

§ 3.4 LEGAL REQUIREMENTS

The Owner shall determine and advise the Architect and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under Section 3.1.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

The Owner shall compensate and make payments to the Construction Manager for Preconstruction Phase services as follows:

§ 4.1 COMPENSATION

§ 4.1.1 For the services described in Sections 2.1 and 2.2, the Construction Manager's compensation shall be calculated as follows:

(State basis of compensation, whether a stipulated sum, multiple of Direct Personnel Expense, actual cost, etc. Include a statement of reimbursable cost items as applicable.)

~~«No Charges ->»~~

§ 4.1.2 Compensation for Preconstruction Phase Services shall be equitably adjusted if such services extend beyond ~~«N/A ->»~~ (~~«N/A ->»~~) days from the date of this Agreement or if the originally contemplated scope of services is significantly modified.

§ 4.1.3 If compensation is based on a multiple of Direct Personnel Expense, Direct Personnel Expense is defined as the direct salaries of the Construction Manager's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

§ 4.2 PAYMENTS

§ 4.2.1 Payments shall be made monthly following presentation of the Construction Manager's invoice and, where applicable, shall be in proportion to services performed.

§ 4.2.2 Payments are due and payable ~~«N/A ->»~~ (~~«N/A ->»~~) days from the date the Construction Manager's invoice is received by the Owner. Amounts unpaid after the date on which payment is due shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon.)

~~«N/A %» «monthly ->»~~

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

§ 5.1 COMPENSATION

§ 5.1.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 6 and the Construction Manager's Fee determined as follows:

(State a lump sum, percentage of actual Cost of the Work or other provision for determining the Construction Manager's Fee, and explain how the Construction Manager's Fee is to be adjusted for changes in the Work.)

«Percentage of the cost of the work. Fee to be 4.0%»

§ 5.2 GUARANTEED MAXIMUM PRICE

§ 5.2.1 The sum of the Cost of the Work and the Construction Manager's Fee are guaranteed by the Construction Manager not to exceed the amount provided in Amendment No. 1, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

«100% savings to be credited to owner»

(Insert specific provisions if the Construction Manager is to participate in any savings.)

§ 5.3 CHANGES IN THE WORK

§ 5.3.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of Amendment No. 1 may be determined by any of the methods listed in Section 7.3.3 of A201™-1997.

§ 5.3.2 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of A201™-1997 and the terms "costs" and "a reasonable allowance for overhead and profit" as used in Section 7.3.6 of A201™-1997 shall have the meanings assigned to them in that document and shall not be modified by this Article 5. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.3 In calculating adjustments to the Contract, the terms "cost" and "costs" as used in the above-referenced provisions of A201™-1997 shall mean the Cost of the Work as defined in Article 6 of this Agreement, and the term "a reasonable allowance for overhead and profit" shall mean the Construction Manager's Fee as defined in Section 5.1.1 of this Agreement.

§ 5.3.4 If no specific provision is made in Section 5.1.1 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.1 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the Fee established for the original Work.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 COSTS TO BE REIMBURSED

§ 6.1.1 The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 6.

§ 6.1.2 LABOR COSTS

- .1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's agreement, at off-site workshops.
- .2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's agreement.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal office or offices other than the site office shall be included in the Cost of the Work, such personnel shall be identified below.)

Classification

Project Manager - \$90.00 per hour
Superintendent - \$80.00 per hour

Name

Brian Donovan
Derek Donovan

- .3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- .4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Sections 6.1.2.1 through 6.1.2.3.

§ 6.1.3 SUBCONTRACT COSTS

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.1.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

- .1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
- .2 Costs of materials described in the preceding Section 6.1.4.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.1.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

- .1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value.
- .2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval.
- .3 Costs of removal of debris from the site.
- .4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the site and reasonable petty cash expenses of the site office.
- .5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.1.6 MISCELLANEOUS COSTS

- .1 That portion directly attributable to this Contract of premiums for insurance and bonds.
(If charges for self-insurance are to be included, specify the basis of reimbursement.)
~~(Included in fee)~~
- .2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
- .3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.
- .4 Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted by Section 6.1.8.2.
- .5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits

or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defenses, judgment and settlements shall not be included in the calculation of the Construction Manager's Fee or the Guaranteed Maximum Price and provided that such royalties, fees and costs are not excluded by the last sentence of Section 3.17.1 of A201™-1997 or other provisions of the Contract Documents.

- .6 Data processing costs related to the Work.
- .7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
- .8 Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work and with the Owner's written permission, which permission shall not be unreasonably withheld.
- .9 Expenses incurred in accordance with Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.

§ 6.1.7 OTHER COSTS

- .1 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

§ 6.1.8 EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK

The Cost of the Work shall also include costs described in Section 6.1.1 which are incurred by the Construction Manager:

- .1 In taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.6 of A201™-1997.
- .2 In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner set forth in this agreement of the Construction Manager or the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, or the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, Subcontractors or suppliers.

§ 6.1.9 The costs described in Sections 6.1.1 through 6.1.8 shall be included in the Cost of the Work notwithstanding any provision of A201™-1997 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.2.

§ 6.2 COSTS NOT TO BE REIMBURSED

§ 6.2.1 The Cost of the Work shall not include:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Sections 6.1.2.2 and 6.1.2.3.
- .2 Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Section 6.1.
- .3 Overhead and general expenses, except as may be expressly included in Section 6.1.
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
- .5 Rental costs of machinery and equipment, except as specifically provided in Section 6.1.5.2.
- .6 Except as provided in Section 6.1.8.2, costs due to the negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.
- .7 Costs incurred in the performance of Preconstruction Phase Services.
- .8 Except as provided in Section 6.1.7.1, any cost not specifically and expressly described in Section 6.1.
- .9 Costs which would cause the Guaranteed Maximum Price to be exceeded.

§ 6.3 DISCOUNTS, REBATES AND REFUNDS

§ 6.3.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

§ 6.3.2 Amounts which accrue to the Owner in accordance with the provisions of Section 6.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.4 ACCOUNTING RECORDS

§ 6.4.1 The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 CONSTRUCTION PHASE PAYMENTS

§ 7.1 PROGRESS PAYMENTS

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 7.1.3 Provided an Application for Payment is received by the Architect not later than the ~~first~~ day of a month, the Owner shall make payment to the Construction Manager not later than the ~~twenty first~~ day of the ~~same~~ month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ~~thirty~~ (~~30~~) days after the Architect receives the Application for Payment.

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager; less (2) that portion of those payments attributable to the Construction Manager's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.8 of A201™-1997, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.
- .3 Add the Construction Manager's Fee, less retainage of ~~Zero percent~~ (~~0.00%~~). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Sections at the rate stated in Section 5.1.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in the two preceding Sections bears to a reasonable estimate of the probable Cost of the Work upon its completion.
- .4 Subtract the aggregate of previous payments made by the Owner.
- .5 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation.
- .6 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of A201™-1997.

§ 7.1.8 Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than ~~Zero percent~~ (~~0.00%~~). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data, that the Architect has made exhaustive or continuous on-site inspections or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

§ 7.2 FINAL PAYMENT

§ 7.2.1 Final payment shall be made by the Owner to the Construction Manager when (1) the Contract has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming Work, as provided in Section 12.2.2 of A201™-1997, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner's accountants, and (3) a final Certificate for Payment has then been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The amount of the final payment shall be calculated as follows:

- .1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.

- .2 Subtract amounts, if any, for which the Architect withholds, in whole or in part, a final Certificate for Payment as provided in Section 9.5.1 of A201™-1997 or other provisions of the Contract Documents.
- .3 Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

§ 7.2.3 The Owner's accountants will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's accountants, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of A201™-1997. The time periods stated in this Section 7.2 supersede those stated in Section 9.4.1 of A201™-1997.

§ 7.2.4 If the Owner's accountants report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 9 without a further decision of the Architect. Unless agreed to otherwise, a demand for mediation or arbitration of the disputed amount shall be made by the Construction Manager within 60 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to make such demand within this 60-day period shall result in the substantiated amount reported by the Owner's accountants becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.5 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1 and not excluded by Section 6.2 (1) to correct nonconforming Work or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

§ 8.1 INSURANCE REQUIRED OF THE CONSTRUCTION MANAGER

During both phases of the Project, the Construction Manager shall purchase and maintain insurance as set forth in Section 11.1 of A201™-1997. Such insurance shall be written for not less than the following limits, or greater if required by law:

§ 8.1.1 Workers' Compensation and Employers Liability meeting statutory limits mandated by state and federal laws. If (1) limits in excess of those required by statute are to be provided, or (2) the employer is not statutorily bound to obtain such insurance coverage or (3) additional coverages are required, additional coverages and limits for such insurance shall be as follows:

«As required by Michigan State Laws and regulations.»

§ 8.1.2 Commercial General Liability including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards):

- \$ ~~1,000,000.00~~ Each Occurrence
- \$ ~~1,000,000.00~~ General Aggregate
- \$ ~~1,000,000.00~~ Personal and Advertising Injury
- \$ ~~1,000,000.00~~ Products-Completed Operations Aggregate

- .1 The policy shall be endorsed to have the General Aggregate apply to this Project only.

- .2 Products and Completed Operations insurance shall be maintained for a minimum period of at least ~~Three~~ (~~3~~) year(s) after either 90 days following Substantial Completion or final payment, whichever is earlier.
- .3 The Contractual Liability insurance shall include coverage sufficient to meet the obligations in Section 3.18 of A201™-1997.

§ 8.1.3 Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage:
 \$ ~~1,000,000.00~~ Each Accident

§ 8.1.4 Other coverage:

~~«NA»~~

(If Umbrella Excess Liability coverage is required over the primary insurance or retention, insert the coverage limits. Commercial General Liability and Automobile Liability limits may be attained by individual policies or by a combination of primary policies and Umbrella and/or Excess Liability policies. If Project Management Protective Liability Insurance is to be provided, state the limits here.)

§ 8.2 INSURANCE REQUIRED OF THE OWNER

During both phases of the Project, the Owner shall purchase and maintain liability and property insurance, including waivers of subrogation, as set forth in Sections 11.2 and 11.4 of A201™-1997. Such insurance shall be written for not less than the following limits, or greater if required by law:

§ 8.2.1 Property insurance: Per the standard policies of the owner.

\$ ~~0~~ Deductible Per Occurrence

\$ ~~0~~ Aggregate Deductible

§ 8.2.2 Boiler and Machinery insurance with a limit of: \$ ~~0~~.
(If not a blanket policy, list the objects to be insured.)

~~«»~~

§ 8.3 PERFORMANCE BOND AND PAYMENT BOND

§ 8.3.1 The Construction Manager ~~shall not~~ *(insert "shall" or "shall not")* furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Construction Manager's usual source, and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to ~~0~~ (~~0~~) of the Contract Sum.

§ 8.3.2 The Construction Manager shall deliver the required bonds to the Owner at least three days before the commencement of any Work at the Project site.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 DISPUTE RESOLUTION

§ 9.1.1 During both the Preconstruction and Construction Phases, Claims, disputes or other matters in question between the parties to this Agreement shall be resolved as provided in Sections 4.3 through ~~4.6~~ of A201™-1997 except that, during the Preconstruction Phase, no decision by the Architect shall be a condition precedent to mediation or arbitration.

§ 9.2 OTHER PROVISIONS

§ 9.2.1 Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in A201™-1997, *General Conditions of the Contract for Construction*.

§ 9.2.2 EXTENT OF CONTRACT

This Contract, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written

instrument signed by both the Owner and Construction Manager. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

§ 9.2.3 OWNERSHIP AND USE OF DOCUMENTS

Article 1.6 of A201™-1997 shall apply to both the Preconstruction and Construction Phases.

§ 9.2.4 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 9.2.5 ASSIGNMENT

The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2 of A201™-1997, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE

§ 10.1.1 Prior to execution by both parties of Amendment No. 1 establishing the Guaranteed Maximum Price, the Owner may terminate this Contract at any time without cause, and the Construction Manager may terminate this Contract for any of the reasons described in Section 14.1.1 of A201™-1997.

§ 10.1.2 If the Owner or Construction Manager terminates this Contract pursuant to this Section 10.1 prior to commencement of the Construction Phase, the Construction Manager shall be equitably compensated for Preconstruction Phase Services performed prior to receipt of notice of termination; provided, however, that the compensation for such services shall not exceed the compensation set forth in Section 4.1.1.

§ 10.1.3 If the Owner or Construction Manager terminates this Contract pursuant to this Section 10.1 after commencement of the Construction Phase, the Construction Manager shall, in addition to the compensation provided in Section 10.1.2, be paid an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager.
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.
- .3 Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the execution of Amendment No. 1 shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager shall

terminate such subcontract, purchase order or rental agreement and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

§ 10.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE

Subsequent to execution by both parties of Amendment No. 1, the Contract may be terminated as provided in Article 14 of A201™-1997.

§ 10.2.1 In the event of such termination by the Owner, the amount payable to the Construction Manager pursuant to Section 14.1.3 of A201™-1997 shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager under Section 14.1.3 of A201™-1997 shall not exceed the amount the Construction Manager would have been entitled to receive under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 SUSPENSION

The Work may be suspended by the Owner as provided in Article 14 of A201™-1997; in such case, the Guaranteed Maximum Price, if established, shall be increased as provided in Section 14.3.2 of A201™-1997 except that the term "cost of performance of the Contract" in that Section shall be understood to mean the Cost of the Work and the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1.1 and 5.3.4 of this Agreement.

ARTICLE 11 OTHER CONDITIONS AND SERVICES

11.1 GMP shall include a contingency fund to cover unforeseen site conditions, gaps in the bidding process, omissions in the permit documents, and other project related expenses that are not apparent or anticipated at the time of contract. Contingency use will be tracked monthly and all credits and debits will be approved by the contractor and the owner.

11.2 Construction Manager shall retain the services necessary for design, construction permitting, and construction administration for the project. Services are to be provided by a licensed architect in the State of Michigan, subject to the approval of the owner.

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

«Michael Archinal» Manager

(Printed name and title)

Date

ATTEST

CONSTRUCTION MANAGER

(Signature)

«Brian Donovan» President

(Printed name and title)

Date

ATTEST

DRAFT AIA® Document A121™CMc - 2003 Amendment No. 1

Amendment No. 1 to Agreement Between Owner and Construction Manager

Pursuant to Section 2.2 of the Agreement, dated ~~January 04, 2010~~ between ~~Charter Township of Genoa~~ (Owner) and ~~BD Donovan Builders~~ (the Construction Manager), for ~~0850 - Genoa Township Pavilion~~ (the Project), the Owner and Construction Manager establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below.

ARTICLE I GUARANTEED MAXIMUM PRICE

The Construction Manager's Guaranteed Maximum Price for the Work, including the estimated Cost of the Work as defined in Article 6 and the Construction Manager's Fee as defined in Article 5, is ~~Two Hundred Seven Thousand One Hundred Twenty Dollars and Forty-nine Cents~~ (~~207,120.49~~). This Price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A through F, as follows:

- Exhibit A Drawings, Specifications, addenda and General, Supplementary and other Conditions of the Contract on which the Guaranteed Maximum Price is based, pages ~~A1~~ through ~~L1~~, dated ~~12/30/2009~~.
- Exhibit B Allowance items, pages ~~1~~ through ~~1~~, dated ~~12/30/2009~~.
- Exhibit C Assumptions and Clarifications made in preparing the Guaranteed Maximum Price, pages ~~1~~ through ~~1~~, dated ~~12/30/2009~~.
- Exhibit D Completion Schedule, pages ~~1~~ through ~~1~~, dated ~~12/30/2009~~.
- Exhibit E Alternate Prices, included in Exhibit B, pages ~~1~~ through ~~1~~, dated ~~12/30/2009~~.
- Exhibit F Unit Prices, included in exhibit B, pages ~~1~~ through ~~1~~, dated ~~12/30/2009~~.

ARTICLE II CONTRACT TIME

The date of Substantial Completion established by this Amendment is: ~~May 02, 2010~~

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions* Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER

(Signature)

«Michael Archinal» «, Manager»

(Printed name and title)

Date

ATTEST

CONSTRUCTION MANAGER

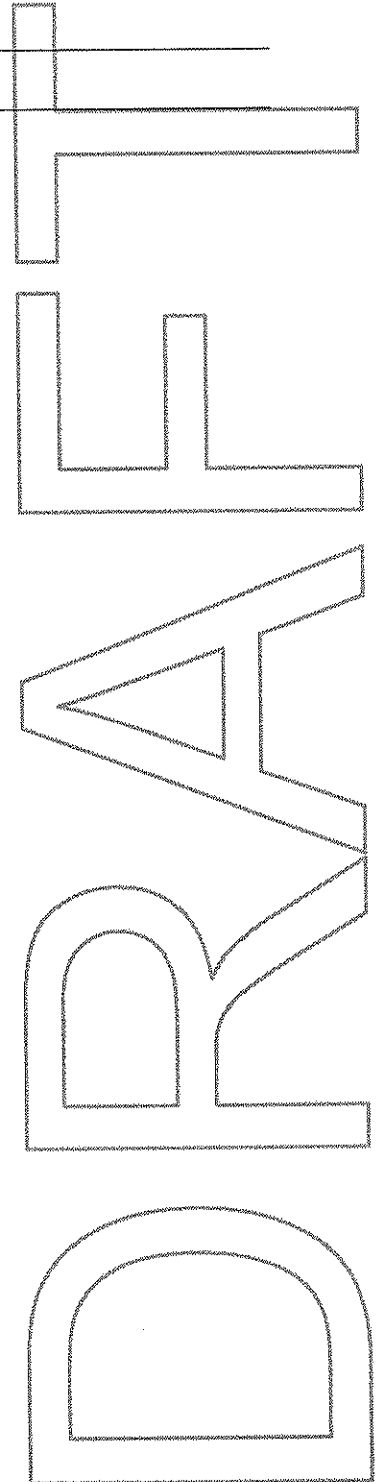
(Signature)

«Brian Donovan» «, President»

(Printed name and title)

Date

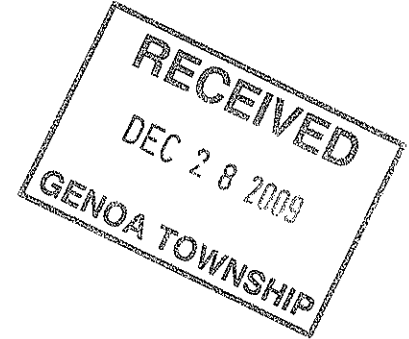
ATTEST





LSL Planning, Inc.

Community Planning Consultants



December 21, 2009

Mike Archinal
Genoa Township
2911 Dorr Road
Brighton, MI 48116

Dear Mr. Archinal:

Where is the light at the end of the tunnel? Many of us have been through economic downturns and difficult business cycles in the past. But our current fiscal challenges seem to be in a class by themselves. Everyone is trying to weather this storm as best we can.

We understand that government isn't immune from the pain. Like businesses, you're faced with making tough financial choices, stretching resources, and reassessing priorities. Getting the best value for your money is more important than ever.

While we have always strived to provide outstanding service at a fair cost, we know that professional services are under increasing scrutiny. Efficiency, economy, service and value are more important than ever. That is why, despite our own continued rising costs, we will not increase our billing rates for the coming year. Any increase in rates is simply not appropriate under the current circumstances.

In addition, we continue to look for ways to give each client the greatest return for the investment made in planning services. Your input would be appreciated regarding ways we can improve our service to you and give you the best value for the money.

Again, we thank you for placing your confidence in us. We want to be your partner to get through this difficult period. Please feel free to call on us at any time.

Sincerely,
LSL PLANNING, INC.

A handwritten signature in black ink, appearing to read 'Brad Strader'.

Brad Strader, AICP
President

A handwritten signature in black ink, appearing to read 'Jeff Purdy'.

Jeff Purdy, AICP
Principal Planner