

**GENOA CHARTER TOWNSHIP**  
**Regular Meeting**  
**March 5, 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: 2-15-10
3. Request for approval to reduce a special assessment levied on the 2009 winter tax roll for parcel #4711-05-300-048 (MHOG Delinquent Usage (X2514)- \$2,920.97 plus administrative fee) as requested by the Township Treasurer Hunt.

**Approval of Regular Agenda:**

4. Request for 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 Township, Livingston County, from Frank Sample Enterprises, LLC to Agius, Inc. (amending the application to include a new stockholder, George Robert Zalucki, Jr.)
5. Discussion regarding building inspection services.
6. Request to enter into closed session to discuss pending litigation pursuant to section 8 (e) of the 1976 Open Meeting Act.

Correspondence  
Member Discussion  
Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: March 1, 2010

TOWNSHIP GENERAL EXPENSES: Thru March 1, 2010	\$73,265.57
February 19, 2010 Bi-Weekly Payroll	\$36,085.75
March 1, 2010 Monthly Payroll	\$11,841.11
OPERATING EXPENSES: Thru March 1, 2010	\$31,329.59
TOTAL:	\$152,522.02

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
25965	Administ	Total Administrative Services	02/19/2010	596.12
25966	Equitabl	Equivest Unit Annuity Lock Box	02/19/2010	480.00
25967	SOM-TRE	State Of Mich- Dept Of Treasur	02/18/2010	3,321.31
25968	ACCIDENT	Accident Fund Company	02/17/2010	655.00
25969	ADT	ADT Security Services, Inc.	02/17/2010	366.32
25970	AT&TLONG	AT&T Long Distance	02/17/2010	45.14
25971	ATT& IL	AT&T	02/17/2010	770.43
25972	BLUE CRO	Blue Cross & Blue Shield Of Mi	02/17/2010	11,450.26
25973	CONSUMER	Consumers Energy	02/17/2010	1,515.56
25974	EHIM	EHIM, INC	02/17/2010	1,485.38
25975	FED EXPR	Federal Express Corp	02/17/2010	22.36
25976	GENOADPW	Genoa Township DPW Fund	02/17/2010	6,522.00
25977	Lincoln	Lincoln National Life Ins Co.	02/17/2010	50.34
25978	LivCTrea	Livingston County Treasurer	02/17/2010	220.08
25979	MI AS AS	Michigan Assessor's Assoc	02/17/2010	150.00
25980	Administ	Total Administrative Services	03/01/2010	125.00
25981	Equitabl	Equivest Unit Annuity Lock Box	03/01/2010	20.00
25983	StMiSac	State of Michigan-SAC	03/01/2010	488.25
25984	MiTaxTri	Michigan Tax Tribunal	02/23/2010	100.00
25985	VERIZONW	Verizon Wireless	02/23/2010	817.85
25986	PINECREE	Pine Creek Operating	02/23/2010	8,200.00
25987	WESTSHOR	West Shore Services, Inc.	02/23/2010	19,600.00
25988	AMER IMA	American Imaging, Inc.	03/01/2010	180.00
25989	ARCHINAL	Michael Archinal	03/01/2010	500.00
25990	CARDM	Chase Card Services	03/01/2010	2,090.28
25991	COMCAST	COMCAST	03/01/2010	94.04
25992	CRAMPTON	Crampton Electric Co., Inc.	03/01/2010	193.40
25993	DTE EN	DTE Energy	03/01/2010	201.39
25994	DYKEMA	Dykena Gossett PLLC	03/01/2010	1,795.60
25995	GENOA TW	Genoa Township	03/01/2010	336.06
25996	HUMPHT	Tesha Humphriss	03/01/2010	500.00
25997	HUNTR	ROBIN HUNT	03/01/2010	41.36
25998	HWL CHAM	Howell Area Chamber Of Commere	03/01/2010	100.00
26000	Mancuso	Mancuso & Cameron	03/01/2010	1,872.00
26001	MASTER M	Master Media Supply	03/01/2010	587.44
26002	PFEFFER	Pfeffer, Hanniford, Palka	03/01/2010	1,600.00
26003	SHELL	Shell	03/01/2010	482.69
26004	SKOLAR P	Paulette Skolarus	03/01/2010	38.50
26005	TRI COUN	Tri County Cleaning Supply Inc	03/01/2010	84.00
26006	WALMART	Walmart Community	03/01/2010	128.98
26007	LivCTrea	Livingston County Treasurer	03/01/2010	5,438.43

**Report Total: 73,265.57**

Accounts Payable  
Computer Check Register



User: diane  
Printed: 02/12/2010 - 12:38  
Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
25965	Administ	Total Administrative Services	02/19/2010		596.12
			Check 25965 Total:		596.12
9862	EFT-FED	EFT- Federal Payroll Tax	02/19/2010		3,899.52 2,126.63 2,126.63 497.37 497.37
			Check 9862 Total:		9,147.52
9863	EFT-PENS	EFT- Payroll Pens Ln Pyts	02/19/2010		427.94
			Check 9863 Total:		427.94
25966	Equitabl	Equivest Unit Annuity Lock Box	02/19/2010		480.00
			Check 25966 Total:		480.00
9864	FIRST NA	First National Bank	02/19/2010		300.00 2,667.18 22,466.99
			Check 9864 Total:		25,434.17

Report Total:

36,085.75

---

**First National  
Direct Deposit  
FEBRUARY 19, 2010  
Bi-Weekly Payroll**

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Adam Van Tassell		\$1,059.22
Amy Ruthig		\$923.87
Angela Williams		\$825.23
Carol Hanus		\$1,349.42
Caleb Klebig		\$313.72
Dave Estrada		\$1,015.61
Debbie Hagen		\$514.74
Deborah Rojewski		\$2,354.04
Diane Zerby		\$485.09
 <b>Genoa Township</b>	 <b>\$25,434.17</b>	
Greg Tatara		\$2,437.10
Judith Smith		\$1,155.68
Karen J. Saari		\$946.39
Kelly VanMarter		\$2,073.81
Laura Mrocзка		\$1,635.37
Michael Archinal		\$2,745.73
Renee Gray		\$953.99
Robin Hunt		\$1,245.04
Sue Sitner		\$459.24
Tammy Lindberg		\$958.83
Tesda Humphriss		\$1,982.05
 <b>Total Deposit</b>		 <b>\$25,434.17</b>

Accounts Payable  
Computer Check Register



User: diane

Printed: 02/17/2010 - 16:42

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
25980	Administ	Total Administrative Services	03/01/2010		125.00
				Check 25980 Total:	125.00
9865	EFT-FED	EFT- Federal Payroll Tax	03/01/2010		1,655.34 715.79 715.79 167.41 167.41
				Check 9865 Total:	3,421.74
9866	EFT-PENS	EFT- Payroll Pens Ln Pyts	03/01/2010		212.66
				Check 9866 Total:	212.66
25981	Equitabl	Equivest Unit Annuity Lock Box	03/01/2010		20.00
				Check 25981 Total:	20.00
9867	FIRST NA	First National Bank	03/01/2010		7,523.46 50.00
				Check 9867 Total:	7,573.46
25983	StMiSac	State of Michigan-SAC	03/01/2010		488.25

25982 - VOID

Check 25983 Total:

488.25

Report Total:

11,841.11



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

<b><u>Employee Name</u></b>	<b><u>Debit Amount</u></b>	<b><u>Credit Amount</u></b>
<b>Genoa Township</b>	<b>\$7,573.46</b>	
<b>Adam Van Tassel</b>		<b>\$522.73</b>
<b>Gary McCririe</b>		<b>\$2,178.11</b>
<b>H.J. Mortensen</b>		<b>\$1,134.90</b>
<b>Jean Ledford</b>		<b>\$309.85</b>
<b>Paulette Skolarus</b>		<b>\$3,111.07</b>
<b>Steve Wildman</b>		<b>\$316.80</b>
<b>Total Deposit</b>		<b><u><u>\$7,573.46</u></u></b>

10:25 AM  
02/25/10

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

**Payment of Bills**

February 6 - 25, 2010

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	02/09/2010	1681	Genoa Township G/O New User Fund	Capital Improvement Charges Feb-March 09	-8,210.00
Check	02/17/2010	1682	AT & T	Jan 2 - Feb 1, 2010	-414.31
Check	02/17/2010	1683	BRIGHTON ANALYTICAL	Inv #'s 0210-66578 & 0210-66569	-134.00
Check	02/17/2010	1684	EAST JORDAN IRON WORKS	Inv #'s 3239371 & 3239370	-3,250.00
Check	02/17/2010	1685	EVERGREEN OUTDOOR, INC	Inv #'s 5152, 5157, 5165, 5167	-360.00
Check	02/17/2010	1686	HOWELLTRUE VALUE HARDWARE	Inv 042951	-14.99
Check	02/17/2010	1687	SECURITY LOCK SERVICE, INC	Inv Q4130 dated 1/26/10	-146.50
Check	02/17/2010	1688	STANDARD ELECTRIC	Inv 1765364-02	-121.31
Check	02/17/2010	1689	Pfeffer, Hanniford & Palka	Inv 14789	-1,100.00
<b>TOTAL</b>					<b>-13,751.11</b>

10:27 AM  
02/25/10

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

**Capital Improvement**

**Payment of Bills**

February 6 - 25, 2010

Type    Date    Num    Name    Memo    Amount

no checks issued

10:34 AM  
02/25/10

**#595 PINE CREEK W/S FUND**

**Payment of Bills**

February 6 - 25, 2010

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	02/17/2010	2054	Pfeffer, Hanniford & Palka	Inv 14789 dated 2/9/10	-550.00
Check	02/23/2010	2055	City of Brighton	Pine Creek Connection Fees	-8,000.00
<b>TOTAL</b>					<b>-8,550.00</b>

10:36 AM  
02/25/10

**#593 LAKE EDGEWOOD W/S FUND**

**Payment of Bills**

February 6 - 25, 2010

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	02/17/2010	1686	AT&T	Jan 8 - Feb 7, 2010	-249.48
Check	02/17/2010	1687	Brighton Analytical L.L.C.	Inv #'s 0110-66469, 66505, 66536, 66540	-837.00
Check	02/17/2010	1688	Consumers Energy	Gas Service Jan 9 - Feb 5, 2010	-840.89
Check	02/17/2010	1689	GEOTRANS, INC.	Inv 50327599	-62.70
Check	02/17/2010	1690	Pfeffer, Hanniford & Palka	Inv 14789	-1,150.00
<b>TOTAL</b>					<b>-3,140.07</b>

10:45 AM  
02/25/10

### #504 DPW RESERVE FUND

#### Payment of Bills

February 6 - 25, 2010

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
-------------	-------------	------------	-------------	-------------	---------------

no checks issued

10:40 AM  
02/25/10

### # 503 DPW UTILITY FUND

#### Payment of Bills

February 6 - 25, 2010

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	02/09/2010	1400	American Society of Civil Engineers	Meeting registration - Tesha Humphriss	-1,995.00
Check	02/15/2010	1401	U.S. POSTMASTER	Oak Pointe billing Nov, Dec, Jan 10	-277.34
Check	02/16/2010	1402	Carol Hanus	Toil free #, internet, postage final bills	-166.41
Check	02/16/2010	1403	LOWE'S	January 2010 invoices	-1,077.05
Check	02/17/2010	1404	CAVALIER	Statement date 2/1/10	-23.84
Check	02/17/2010	1405	HOWELL TRUE VALUE HARDWARE	Inv 043844	-3.00
Check	02/17/2010	1406	Master Media	Inv #'s 59866 & 59927	-160.53
Check	02/17/2010	1407	Pfeffer-Hanniford-Palka	Inv 14788	-1,900.00
Check	02/23/2010	1408	Verizon Wireless	Inv 2357958847	-285.24
<b>TOTAL</b>					<b>-5,888.41</b>

GENOA CHARTER TOWNSHIP  
Public Hearing and Regular Meeting  
February 15, 2010  
6:30 p.m.

MINUTES

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

A Call to the Public was made with no response.

**Approval of Consent Agenda:**

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

**1. Payment of Bills**

**2. Request to approve minutes: 02/01/2010**

**Approval of Regular Agenda:**

Moved by Mortensen, supported by Smith, to approve for action all items listed under the regular agenda with the addition of a request for the transfer of a liquor license for Outback Steak House. The amended agenda was voted and approved unanimously.

**3. Public hearing and request for approval to amend Z2010-01 of Zoning Ordinance Articles 3, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 23, 25 and appendix A.**

A call to the public was made with no response.

Moved by Ledford, supported by Wildman, to approve the amendments to the Zoning Ordinance with the following changes:

1.) Section 9.06.01 a requirement shall be added stating that street light intensity shall be determined by the Township Planner at the time of site plan approval.

2.) Section 13.04.02 Community Sanitary Drain Field shall be revised to state that final approval of a common community sanitary drain field shall be granted by the Township Board with concurrence by the County Health Department and/or the Michigan Department of Environmental Quality.

The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – None.

**4. Consider award of a demolition contract for 622 Pathway as the result of an unsafe structure determination.**

Moved by Skolarus, supported by Smith, to approve the demolition and award the bid to Wellman Excavating in the amount of \$2,500.00. The motion carried unanimously.

**5. Request for approval of rate changes for Oak Pointe Water and Sewer and Lake Edgewood Sewer.**

Moved by Skolarus, supported by Smith, to approve a 4% increase in the water rate for Oak Pointe Water effective 05/01/2010. The motion carried unanimously.

Moved Skolarus, supported by Hunt, to approve a 9% increase in the sewer rate for Oak Pointe effective 05/01/2010. The motion carried unanimously.

Moved by Wildman, supported by Ledford, to approve an 8% increase for the Lake Edgewood Sewer District effective 04/01/2010. The motion carried unanimously.

**6. Request for approval of an impact assessment and corresponding site plan for a proposed re-use of an existing 3,321 sq. ft. office building for Michigan Transportation Service, Inc. located at 1800 Dorr Road, Brighton Sec. 14, petitioned by Van Acker Properties, LLC.**

**A. Disposition of impact assessment dated 01/20/2010.**

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

**B. Disposition of site plan.**

Moved by Skolarus, supported by Ledford, to approve the site plan with the following conditions:

1. Cross access agreements/easements with the properties to the north and west shall be provided. These documents shall be approved by the Township Attorney and recorded by the Livingston County Register of Deeds;
2. The Township shall be provided with ten feet (10') of additional right-of-way (sidewalk easement) adjacent to Dorr Road. This document shall be approved by the Township Attorney and recorded with the Livingston County Register of Deeds.
3. Performance guarantees for the sidewalk and ornamental lighting will be sufficient to cover the cost of installation of both, cost will be determined by the Township Engineer and approved by the Township Attorney.
4. The building address shall be shown as required by the Fire Department in their letter dated January 22, 2010.

The motion carried unanimously.

**7. Update and discussion regarding the Township branding process.**

Moved by Smith, supported by Ledford, to adopt the graphic design as submitted by Susan Pommenville of Abovo with the wording *Life is Good* ad to trademark the logo. (Note: With regard to the *Life is Good* –a study will be done to make sure that we are not infringing upon the restricted use of an existing trademarked phrase.) The motion carried unanimously.

**8. Request for approval to transfer ownership of a 2009 Class C Liquor Licensed Business, located at 7873 Conference Center, Brighton, MI 48116, Genoa Township, Livingston County, from Outback/Detroit I Limited Partnership (A Florida Limited Partnership) to Outback Steakhouse of Florida, LLC (A Florida Limited Liability Company).**

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

**9. Request to enter into closed session to discuss pending litigation pursuant to section 8 (e) of the 1976 Open Meeting Act.**

Moved by Skolarus, supported by Wildman, to enter into a closed session of the board at 7:35 p.m. as requested. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – None.

The regular meeting of the Genoa Charter Township Board was re-opened and adjourned at 7:40 p.m.



Paulette A. Skolarus  
Genoa Township Clerk

(Press/Argus 02/19/2010)

# Memo

**To:** Genoa Twp Board  
**From:** Robin Hunt  
**Date:** 2/26/2010  
**Re:** 2009 Winter Tax Roll Change Request

---

Please consider for approval my request to reduce the amount levied on the MHOG Delinquent Usage special assessment billed on the 2009 Winter Tax Roll to parcel #4711-05-300-048. In reviewing the Utility Billing detail it has come to our attention that an amount was overcharged to this parcel due to a second meter being removed.

Detail on this reduction is as follows:

<b>Parcel #4711-05-200-048</b>	MHOG Delinquent Usage	\$2,920.97	\$ 29.21	Admin.Fee
--------------------------------	-----------------------	------------	----------	-----------

Please let me know if you have any questions. Thank you for your consideration.



Michigan Department of Labor & Economic Growth  
**MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)**  
7150 Harris Drive, P.O. Box 30005  
Lansing, Michigan 48909-7505

**FOR MLCC USE ONLY**

Request ID # 526638

Business ID # 221407

AMENDED: 2/12/2010:rlb

**LOCAL APPROVAL NOTICE**

[Authorized by MCL 436.1501]

OCTOBER 19, 2009

**TO:** GENOA CHARTER TOWNSHIP BOARD  
ATTN: CLERK  
2911 DORR ROAD  
BRIGHTON, MI 48116-9436

**APPLICANT:** AGIUS, INC.

**NOTE:** AMENDED TO INCLUDE NEW STOCKHOLDER, GEORGE ROBERT ZALUCKI, JR.

**Home Address and Telephone No. or Contact Address and Telephone No.:**

JOSEPH R. AGIUS, 1853 N. HIGHLAND STREET, DEARBORN, MI 48128, H (313) 277-2299 / B (313) 600-9986

GEORGE ROBERT ZALUCKI, JR., 7598 SETTERS POINTE DRIVE, BRIGHTON, MI 48116, (810) 210-2668

The MLCC cannot consider the approval of an application for a new or transfer of an on-premises license without the approval of the local legislative body pursuant to the provisions of MCL 436.1501 of the Liquor Control Code of 1998. For your information, local legislative body approval is also required for DANCE, ENTERTAINMENT, DANCE-ENTERTAINMENT AND TOPLESS ACTIVITY PERMITS AND FOR OFFICIAL PERMITS FOR EXTENDED HOURS FOR DANCE AND/OR ENTERTAINMENT pursuant to the provisions of MCL 436.1916 of the Liquor Control Code of 1998.

For your convenience a resolution form is enclosed that includes a description of the licensing application requiring consideration of the local legislative body. The clerk should complete the resolution certifying that your decision of approval or disapproval of the application was made at an official meeting. **Please return the completed resolution to the MLCC as soon as possible.**

If you have any questions, please contact the On-Premises Section of the Licensing Division at (517) 636-0127.

**PLEASE COMPLETE ENCLOSED RESOLUTION AND RETURN  
TO THE LIQUOR CONTROL COMMISSION AT ABOVE ADDRESS**

rlb



### RESOLUTION

At a \_\_\_\_\_ meeting of the \_\_\_\_\_  
(Regular or Special) (Township Board, City or Village Council)

called to order by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ P.M.

The following resolution was offered:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

**That the request to TRANSFER OWNERSHIP OF 2009 CLASS C LICENSED BUSINESS WITH DANCE-ENTERTAINMENT PERMIT, LOCATED IN ESCROW AT 5311 BRIGHTON, BRIGHTON, MI 48116, GENOA TOWNSHIP, LIVINGSTON COUNTY, FROM FRANK SAMPLE ENTERPRISES, LLC TO AGIUS, INC.**

be considered for \_\_\_\_\_  
(Approval or Disapproval)

#### APPROVAL

#### DISAPPROVAL

Yeas: \_\_\_\_\_

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Absent: \_\_\_\_\_

It is the consensus of this legislative body that the application be:

\_\_\_\_\_ for issuance  
(Recommended or Not Recommended)

State of Michigan \_\_\_\_\_)

County of \_\_\_\_\_)

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the \_\_\_\_\_ at a \_\_\_\_\_  
(Township Board, City or Village Council) (Regular or Special)

meeting held on \_\_\_\_\_  
(Date)


(Signed) \_\_\_\_\_  
(Township, City or Village Clerk)

SEAL

\_\_\_\_\_  
(Mailing address of Township, City or Village)

## MEMORANDUM

TO: Township Board

FROM: Michael Archinal. 

DATE: 2/26/10

RE: Discussion Regarding Building Inspection Services

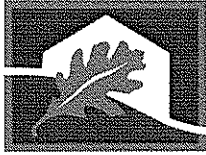
Please find attached information regarding consultant provided building plan review and inspection services. The Township has utilized the services of the Livingston County Building Department for many years. The Township Supervisor and I have met with representatives of Carlisle Wortman and SAFEbuilt who are offering to perform this function.

Currently applicants fill out a Land Use Permit application at the Township Hall. A land use permit is issued and the customer then has to drive to the County's East complex to apply for a building permit. A permit is issued by the County Building Department and all inspections are coordinated through them. I have always been bothered by having to send our customers to a remote location to provide a service we could be providing.

With the current dismal state of the economy we are all very concerned about creating fixed costs. We absolutely do *not* want to create overhead that needs to be supported by permit fee revenue. The documents before you propose that SAFEbuilt operate on a percentage of permit basis (e.g. SAFEbuilt 80%/Genoa 20%, SAFEbuilt 90%/Genoa 10% *actual split yet to be determined*). In this way we will be protected from paying salaries and benefits when there is no activity.

SAFEbuilt is currently analyzing permit data to determine the level of fee revenue sharing. They have also been unable to obtain County permit costs which is indicative of other issues at play. Over the years we have received numerous complaints regarding the level of service provided.

I look forward to discussing this matter with you and reviewing the proposal and draft agreement. For this evening we are seeking your support for this concept and your direction to negotiate further with SAFEbuilt. If this idea is favorably received I anticipate bringing an executable agreement to the 3/15/10 meeting.



**CARLISLE/WORTMAN ASSOCIATES, INC.**

*Community Planners / Landscape Architects*

605 S. Main, Suite 1  
Ann Arbor, MI 48104  
734-662-2200  
fax 734-662-1935

6401 Citation Drive, Suite E  
Clarkston, MI 48346  
248-625-8480  
fax 248-625-8455

February 26, 2010

Gary McCririe, Supervisor  
Genoa Charter Township  
2911 Dorr Road  
Brighton, Michigan 48116

Dear Mr. McCririe:

Carlisle/Wortman Associates Inc., and SAFEbuilt Michigan, is pleased to provide the attached proposal for building department services to the Charter Township of Genoa. The relationship between our two firms allows for a full service revenue-producing Township Building Department, this includes building administration and inspection.

This proposal allows us the opportunity to combine our understanding of the development needs of the Township with the comprehensive and professional building services offered by SAFEbuilt. We pride ourselves on providing customized solutions for each community. The quality and training of our staff and our core commitment to our clients ensure that your residents and businesses receive the highest levels of service and responsiveness. Separately, we administer the Building Department for many municipalities in southeast Michigan and around the country. This proposal brings together the best of both firms.

The team that would be assigned has extensive experience in building code, completing plan review, and performing inspection services on a wide variety of residential, commercial and industrial projects. Since the founding of both companies, **we have worked primarily on behalf of public agencies.** We believe that the safety of your community is too important for us to risk any potential for a conflict of interest with a developer or builder.

We are fully qualified to provide the services being requested, and it is our intent that the information provided will give you the confidence you need to select us.

If you have any questions regarding either the content of our response or our capabilities, please don't hesitate to contact me.

Sincerely,

**CARLISLE/WORTMAN ASSOCIATES, INC.**

Richard K. Carlisle, PCP, AICP  
President

SAFEbuilt Michigan, Incorporated  
and  
Carlisle/Wortman Associates Inc.

Building Department  
Services Proposal  
for Genoa Charter Township

**SAFEbuilt** inc.

*Building Department Services since 1992*  
[www.SAFEbuilt.com](http://www.SAFEbuilt.com)

Submitted: February 26, 2010

By:  
David Thomsen, Vice President  
Office Phone: 970-292-2204  
Cell Phone: 970-566-2495  
[dthomsen@SAFEbuilt.com](mailto:dthomsen@SAFEbuilt.com)

## Table of Contents

---

BACKGROUND.....	3
TRANSITION & STAFFING .....	4
Transition Team .....	4
Transition Plan .....	4
Jurisdiction Staff .....	4
Elected Officials .....	4
Citizens/Contractors .....	5
Staffing Functions .....	5
Service & Office Location .....	5
Qualifications of Our Team.....	6
Employee Recruiting and Retention.....	6
SCOPE OF SERVICES .....	7
Building Department Services.....	7
Plan Review Services.....	7
Additional Services.....	8
Inspection Services .....	8
Reporting & Customized Software .....	8
Key Performance Criteria.....	9
FEE SCHEDULE .....	10
Fee Schedule .....	<b>Error! Bookmark not defined.</b>
CURRENT CLIENTS & REFERENCES.....	11
Current Clients .....	11
Building Department References.....	12

## BACKGROUND

---

SAFEbuilt Michigan knows that every public agency has a unique culture and specific requirements or preferences for their building department services. We pride ourselves on providing customized solutions for each client. The quality and training of our staff, our robust business systems, and our core commitment to our clients ensure that you receive the highest levels of service and responsiveness in the industry.

SAFEbuilt has been providing building code consulting services since 1992. **We only work with public agencies to avoid any potential for conflict of interest.** Assessing demand and developing new partner relationships around that demand often leads to new physical locations, a key component to SAFEbuilt's growth plan. We have a proven track record of providing excellent service to all of our new clients; whether they are in or out of currently served areas.

SAFEbuilt, Incorporated is currently providing building department services to over 100 jurisdictions nationally and also provides a variety of building code consulting services to 22 public agencies for a total of 120 plus clients. We currently have twenty offices within nine states in the following locations:



**SAFEbuilt**  
provides a variety  
of building code  
consulting services  
to over 100  
public agencies  
nationally from  
20 offices located  
in 9 states.

- ✓ Bonita Springs, FL
- ✓ Castle Pines North, CO
- ✓ Centennial, CO
- ✓ Central, LA
- ✓ **Clarkston, MI**
- ✓ Denver West, CO
- ✓ Eagle, CO
- ✓ Firestone, CO
- ✓ Johns Creek, GA
- ✓ Kent, WA
- ✓ Loveland, CO
- ✓ Milton, GA
- ✓ Norcross, GA
- ✓ Northglenn, CO
- ✓ Richland, WA
- ✓ Rockwell, TX
- ✓ Shallotte, NC
- ✓ Surprise, AZ
- ✓ Tyrone, GA
- ✓ Windsor, CO

In general, SAFEbuilt team members have direct construction trade experience and carry the necessary state licenses and International Code Council (ICC) certifications. In addition to trade experience and ICC certification, our team will have a diversified background in providing municipal building department services.

We carry the full complement of business insurance including, Property, Liability, Auto and Workman's Compensation with our client partners named as additional insured.

## TRANSITION & STAFFING

---

### *Transition Team*

We will assemble a Transition Team to work with you in developing the building department structure for Genoa Charter Township. This team will work closely with staff to ensure that an effective structure is implemented – one that maximizes efficiency, minimizes the impact on permit holders and applicants during and after the transition, and meets your needs.

In addition to trade experience and ICC certifications, our team will have a diversified background in providing municipal building department services

This team and their roles will be:

- ✓ **Jack Donaldson, Certified Building Official** – Jack will oversee the technical aspects of the start up
- ✓ **John Enos, AICP, Principal** – John will act as the Township liaison, ensuring that service offerings meet your needs
- ✓ **David Thomsen, Vice President** – David will have overall project responsibility during the transition
- ✓ **Cari Funk, Business Systems Manager** – Cari will be responsible for setting up required technology

### *Transition Plan*

SAFEbuilt has a strong track record of putting together an effective municipal building department and transitioning services. It is a process that requires the involvement of staff, elected officials, citizens, contractors, and our Transition Team.

### *Jurisdiction Staff*

Our Transition Team will work with Genoa Charter Township staff to accomplish the following key components of the transition of services.

- ✓ Agreed upon service levels and expectations
- ✓ Desired reporting structure
- ✓ Finalized transition timeline
- ✓ Development of internal processes
- ✓ Development of all necessary forms and documents
- ✓ Any required training and cross-training with Township staff
- ✓ Finalized fee schedules
- ✓ Development of required ordinances

### *Elected Officials*

As directed by Genoa Charter Township staff, our transition team is willing to work with and report to Genoa Charter Township elected officials. We would anticipate sharing the agreed upon building department standards, expectations and service levels with elected officials. We actively attend Township Board meetings that involve any building department functions such as building code, local amendment and fee schedule adoptions. We will also provide elected officials with regular updates around transition progress.

### *Citizens/Contractors*

These two groups are a vital part of the transition process. Our Transition Team will make sure to hold multiple opportunities to provide information about our company, our approach and our services.

**SAFEbuilt**  
has a strong track record of putting together an effective municipal building department and transitioning services.

### *Staffing Functions*

- ✓ **Building Official** - ICC Certified Building Official will:
    - Administer the building department
    - Make recommendations for code adoption and local amendments
    - Attend Township staff meetings upon request
    - Provide reports to staff and/or council as directed
    - Work directly with Township staff to establish or refine internal processes
    - Provide recommended code interpretations for final approval
  - ✓ **Plans Examiner** – ICC Certified Plans Examiner will:
    - Attend Township staff meetings upon request
    - Be available for and conduct pre-construction meetings
    - Perform all building code plan review
    - Be a resource for field personnel
  - ✓ **Inspector(s)** - ICC Certified Inspector(s) will:
    - Provide all required inspections and enter results for those inspections
    - Work with other staff and the contractors to develop remedies for code violations
- We have enjoyed the relationship with the staff and professional assistance provided to the community of Warden. The permitting process and inspection schedules are timely and efficient. City codes are followed and the process is easily explained to the customer.
- Kriss Shuler  
City of Warden, WA  
Full Service Client

### *Service & Office Location*

SAFEbuilt envisions providing services from Genoa Township’s office location. **This office will be responsible for providing services to Genoa Charter Township and likely serve other local communities as well.** SAFEbuilt has a strong track record of assessing future demand and hiring additional qualified staff based on both short and long term projected building activity. A key component of our growth plan and our core values is to provide uncompromised service levels to our partner clients.



### *Qualifications of Our Team*

SAFEbuilt has a rigorous hiring process to find experienced and technically capable people who also fit the company's core values:

- Integrity** We choose to do the right thing every time.
- Improvement** We strive to continuously improve and understand how we can do better tomorrow.
- Respect** We are respectful in the way we interact with everyone.
- Teamwork** We have an environment where everyone is able to contribute ideas. We encourage and reward creativity and initiative.
- Service** We always provide unequaled service levels to our customers, both external and internal.

#### SAFEbuilt's Core Values

*Integrity*

*Improvement*

*Respect*

*Teamwork*

*Service*

In general, SAFEbuilt team members have direct construction trade experience and carry the necessary state licenses and International Code Council (ICC) certifications. In addition to trade experience and ICC certifications, our team will have a diversified background in providing municipal building department services. We support our staff with paid on-going training and we encourage and financially reward our team for obtaining additional ICC certifications. Superior customer service and communication skills are common traits shared by our building officials, plans examiners, inspectors and permit technicians. **In short, we hire, train, and retain the most qualified individuals in the industry.**

### *Employee Recruiting and Retention*

#### EMPLOYEE TESTIMONIAL

"Picture a job that is satisfying and challenging with a wealth of opportunity. You are given the right tools for the job, freedom to do your job, backing from management, treated as a member of the team and compensated fairly. I enjoy coming to work."

Matt Royer, Operations Manager, former Building Official

SAFEbuilt is able to attract and retain the best people due to the corporate culture we have established. We are proud to support our team members with the following: a comprehensive benefit package that includes; Medical, Dental, Vision, Life and Disability insurance coverage, an industry competitive wage, profit sharing, paid time off, a flexible work environment, company paid training, and recognition for outstanding achievements. We also provide all of the tools and resources necessary for our team to provide building department services in a safe, effective and efficient manner.

## SCOPE OF SERVICES

### *Building Department Services*

As part of our building department services SAFEbuilt in general will:

- ✓ Monitor and enforce adopted building codes; including issuing stop work orders, investigating complaints concerning code violations, addressing any proceedings related to the correction of identified building code deficiencies
- ✓ Enforce adopted codes with regard to unsafe structures, existing building, and energy code compliance
- ✓ Demonstrate experience and applied knowledge in the aspects of plan review and building and construction inspections related to historic structures
- ✓ Document areas of non-compliance using written records, electronic communications, photographs or other appropriate means
- ✓ Interpret codes to provide clarification as needed
- ✓ Review and recommend local ordinances as they relate to the building codes
- ✓ Provide training for inspectors on Genoa Charter Township ordinances and amendments
- ✓ Attend council meetings as requested
- ✓ Offer our services and knowledge of building department functions to address design, format, and frequency of reports, forms, letters and correspondence
- ✓ Provide and complete all agreed upon forms, reports, letters or other correspondence as are required by Genoa Charter Township to maintain all building department functions
- ✓ Maintain proper legal records, record retention and document storage
- ✓ Participate in the development and implementation of Genoa Charter Township goals, objectives, policies and priorities

### *Plan Review Services*

As part of our plan review services, SAFEbuilt in general will:

- ✓ Accept and perform plan review electronically, as well as in traditional paper format
- ✓ Work with the applicant on submittal requirements in order to ensure the process is not held up for minor issues
- ✓ Examine all commercial and residential projects including drawings, specifications, computations, and additional data
- ✓ Determine if plans confirm to the required strengths, stresses, strains, loads, and stability of adopted building codes, applicable local amendments, and all other pertinent laws and ordinances
- ✓ Perform the following reviews: building code, accessibility, mechanical, electrical, plumbing, use and occupancy classification, general building heights and areas, construction type, means of egress, accessibility, energy code, and foundation
- ✓ Provide timely feedback to Genoa Charter Township staff in order to keep the plan review process on task and on schedule
- ✓ Add additional resources as needed to keep reviews on schedule and provide needed expertise on certain aspects of the reviews
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Review all revisions and be available for consultation after review is completed

### *Additional Services*

For projects of major scope and size we will:

- ✓ Be available for consultation in the planning process to highlight building code requirements that could effect project
- ✓ Be available for pre-submittal meetings
- ✓ Be available for preliminary reviews of projects with the Fire Marshal
- ✓ Utilize licensed engineers for structural design as necessary and will coordinate reviews for fire protection systems, soils, and structural masonry

### *Inspection Services*

As part of our inspection service SAFEbuilt will:

- ✓ Coordinate all inspection requests
- ✓ Perform inspections of residential and nonresidential buildings to determine that construction activity complies with approved plans and/or applicable codes and ordinances
- ✓ Perform all inspections as per adopted building codes and local amendments
- ✓ Provide on site inspection consultations to citizens and contractors
- ✓ Observe safety and security procedures and immediately report potentially unsafe conditions
- ✓ Perform all inspections called in before 4:00pm on the next business day
- ✓ Identify and document any areas of non-compliance and suggest alternate means when appropriate
- ✓ Notify appropriate jurisdiction staff when we observe code enforcement violations
- ✓ Issue stop-work notices for non-conforming building activities
- ✓ Leave a copy of the inspection ticket and discuss inspection results with appropriate site personnel

### *Reporting*

SAFEbuilt Michigan offer our services and knowledge of building department functions to address, design, format, and provide customized forms, reports, letters and correspondence. We will provide reports within your designated frequency parameters. SAFEbuilt will also maintain proper legal records, follow adopted record retention policies, and provide document storage.

### *Key Performance Criteria*

We use a number of performance measures to gauge the effectiveness of our systems and the efficiency of our staff. Of these metrics, the most visible to the customer are the following:

#### *Plan Review Turn-Around Times*

This is the single-most important metric for measuring the efficiency of the plan review process. We are able to commit to the following not-to-exceed plan review schedule:

<b>Plan Review Type</b>	<b>First Comments</b>	<b>Second Comments</b>
Residential projects	5 working days or less	5 working days or less
Multi-family projects	10 working days or less	5 working days or less
Small commercial projects (less than \$2M in valuation)	10 working days or less	5 working days or less
Large commercial projects (greater than \$2M in valuation)	15- 20 working days depending upon project size and complexity	10 working days or less

#### *On-Time Inspections*

We are able to measure and track our performance against this metric. We perform all inspections called in by 4:00pm on the next business day.

#### *Customer Satisfaction*

Email surveys can be employed to determine whether our services are meeting the needs of the homeowners and builders in your jurisdiction. When a new building code is in the process of being adopted we provide workshops to the contractors and all other interested parties on the major changes and how it may affect them. We also conduct homeowner workshops that provide detailed helpful information on “do-it-yourself” basement finish and deck projects. We are always available by phone to answer any and all code questions. We pride ourselves in developing good open relationships with all of our customers – both primary and secondary.

## **FEE SCHEDULE**

---

The national standard for building department fees are based on two factors: the valuation of the project and the locally adopted fee structure.

We are in the process of gathering information on the current valuation schedule, building permit fees, trade permit fees, and plan review fees being charged by Livingston County.

Once this evaluation is complete we will be able to propose a percentage of fees for billing purposes. In general most of our contracts are based on collecting between 80% and 90% of the municipality's collected fees.

This method ensures a variable cost to Genoa Township which means a zero risk source of funds. It also ensures that the expense to operate your building department will never exceed building department fee revenue. It is our standard practice to invoice monthly and our terms are Net 30. Our billing will include all supporting documentation required. All of our costs, such as labor, vehicles, mileage, and material are included in our percentage of fee billing.

## **CURRENT CLIENTS & REFERENCES**

---

### *Current Clients*

Many public agencies have called on us to provide full building department services or supplement their own operations. Please feel free to contact any of our current clients or references to obtain additional information about us and our services. The following are communities where SAFEbuilt provides or has provided building department services, including building code compliance inspections, building code compliance plan review services and building department administrative services.

#### **Our Arizona partners include**

Quartzsite  
Maricopa Community College

#### **Our Colorado partners include:**

Aspen	Garfield County	Nederland	Windsor
Ault	Gilcrest	New Castle	Winter Park
Bennett	Grover	Northglenn	Aims Community College
Breckenridge	Gypsum	Nunn	Aspen Public Schools
Castle Pines North	Hayden	Pagosa Springs	Auraria Higher Education Center
Castle Rock	Hudson	Pierce	Clear Creek Public Schools
Centennial	Idaho Springs	Pitkin County	CO Mountain College
Chaffee County	Johnstown	Platteville	CO State University
Craig	Keenesburg	Red Cliff	JeffCo Public Schools
Cripple Creek	Kersey	Rifle	Lamar Community College
Eagle	Lake County	Rio Blanco County	Mesa State College
Elizabeth	Loveland	Severance	Moffat County School District
Federal Heights	Lyons	Silverthorne	Northglenn Urban Renewal
Firestone	Mead	Timnath	St. Vrain School District
Foxfield	Meeker	Vail	University of Northern CO
Fraser	Morrison	Wellington	Weld County School District

#### **Our Florida partners include:**

Bonita Springs

#### **Our Georgia partners include:**

Chamblee	Lake City	Palmetto	Union City
Chattahoochee	Lithonia	Powder Springs	Young Harris College
Forest Park	Milton	Riverdale	West Point - KIA
Hapeville	Morrow	Senoia	
Johns Creek	Mountain Park	Stone Mountain	
Jonesboro	Norcross	Tyrone	

#### **Our Louisiana partners include:**

Central

**Our North Carolina partners include:**

Caswell Beach

**Our Texas partners include:**

Trophy Club

**Our Washington partners include:**

Benton City	Ephrata	Mesa	Ruston
Coulee City	George	Othello	Soap Lake
Coulee Dam	Grand Coulee	Port Orchard	South Cle Elum
Electric City	Grandview	Prescott	Union Gap
Ellensburg	Granger	Quincy	Warden
Elmer City	Mansfield	Roslyn	
Energy North West	Mattawa	Royal City	

*Building Department References*

SAFEbuilt provides building department services to the following communities. This includes all building code compliance inspections, building code compliance plan review services and building department administrative services.

COLORADO REFERENCES		
<b>Cindy Condon</b> City Administrator City of Idaho Springs, CO 303-567-4421	<b>Joseph Plummer</b> Director of Planning Town of Windsor, CO 970-686-7476, Ext. 2412	<b>Wayne Reed</b> Director of Planning City of Centennial, CO 303-734-4567
GEORGIA REFERENCES		
<b>Pam Connor</b> Community Dev. Director City of Powder Springs, GA 770-943-8001	<b>John Kachmar</b> City Manager City of Johns Creek, GA 678-512-3200	<b>Jim Gleason</b> City Manager City of Chamblee, GA 770-986-5013
WASHINGTON REFERENCES		
<b>Myriah Mesa</b> City Clerk Town of Ruston (253) 759-3544	<b>Kristine Shuler</b> Clerk-Treasurer City of Warden, WA (509) 349-2326	<b>Kelly Collins</b> Finance Director City of Royal City, WA (509) 346-2263

DRAFT

**AN AGREEMENT BY AND BETWEEN THE (INSERT CLIENT NAME),  
AND Safe Built Michigan, Inc.  
FOR BUILDING DEPARTMENT SERVICES**

DRAFT

THIS AGREEMENT FOR BUILDING DEPARTMENT SERVICES (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010. The parties to this agreement are the (Insert Client Name), a Michigan municipal corporation, hereinafter referred to as the "Municipality" and Safe Built Michigan, Inc., a Michigan corporation, hereinafter referred to as the "Corporation".

WHEREAS, the Municipality wishes to employ the Corporation for any and all plan review and building inspection services; and,

WHEREAS, the Corporation wishes to provide such services; and,

WHEREAS, in order to clearly set forth the responsibilities, powers, and rights of each of the parties, the Municipality and the Corporation enter into this Agreement.

NOW, THEREFORE, in consideration of the recital, promises, covenants herein set forth, and any other good and valuable consideration received for, the parties agree as follows:

1. The Municipality authorizes the Corporation to perform all required plan reviews and inspections of buildings and structures within the incorporated boundaries of the Municipality based upon the Municipality's adopted Building Code, Mechanical Code, Plumbing Code, Electrical Code; and any other adopted codes and amendments or applicable State and Federal requirements, and other Municipality -adopted regulations, standards, and requirements related to building construction (collectively, the "**Municipality's Codes**").
2. The services to be provided by the Corporation to the Municipality are listed in "Attachment A – List of Services Provided by SAFEbuilt for the (Insert Client Name)." Services may be added, deleted, or modified from time to time if jointly agreed upon by both parties. The parties further agree that the fees listed in "Attachment B – Fee Schedule for Building Department Services Provided by SAFEbuilt " may be modified if jointly agreed upon by both parties in the event services provided by the Corporation to the Municipality are added, deleted or modified from those stated in Attachment A at the time this Agreement is signed.
3. The Corporation shall utilize the Municipality's Codes as its governing criteria in all plan reviews and inspections performed by the Corporation. The Corporation shall, from time to time, at the request of the Municipality or as deemed appropriate by the Corporation, make recommendations for improvements, updates, additions, or deletions to the Municipality's Codes to maintain the building standards desired by the Municipality.
4. In consideration of the Corporation providing such services, the Municipality shall pay the Corporation for the services performed on each building permit in accordance with the fee schedule included herein as "Attachment B – Fee Schedule for Building Department



Services Provided by "SAFEbuilt". All fees will be billed and submitted by the Corporation to the Municipality on a monthly basis. The Municipality will use its best efforts and diligence in paying all bills and invoices received by the Municipality and, where the bill or invoice is complete and accurate, the Municipality shall pay such bill or invoice within thirty (30) days of receipt by the Municipality.

5. Permit fees shall be based on project valuation as determined by Corporation and shall be defined as the total value of all construction work for which the permit is issued, and shall include but not be limited to: all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems, permanent equipment, architectural/engineering services and contractors profit. The valuation shall be, at a minimum, as stated in the "Building Valuation Data" table. This table is published every February and August by the International Code Council Building Safety Journal. Building valuation shall be adjusted at least annually according to International Code Council Building Safety Journal.
6. The Corporation shall investigate complaints of Municipality Code violations when directed by an administrative officer of the Municipality. Following such investigation, the Corporation shall report to the Municipality's Chief Administrative Officer and, when instructed to do so, shall provide a written summary of such investigation to the Chief Administrative Officer. All investigations and reporting shall be performed by the Corporation at no cost or expense to the Municipality; provided that the Corporation may charge a standard investigation fee to the owner as stated in "Attachment B". At the request of the Municipality and upon approval of the Corporation, and subject to payment at the hourly rate identified on "Attachment B" for such services, the Corporation shall assist the Municipality in pursuing administrative, criminal, and/or civil remedies against any violator of the Municipality's Codes including but not limited to, providing testimony by Corporation inspectors in any proceedings regarding the violation.
7. The Corporation is and shall be an independent contractor and not an agent of the Municipality. Any provisions in this Agreement that may appear to give the Municipality the right to direct the Corporation as to details of doing work or to exercise a measure of control over the work mean that the Corporation shall follow the direction of the Municipality as to end results of the work only. As an independent contractor, the Corporation and anyone employed by the Corporation is not entitled to workers' compensation benefits except as provided by the Corporation nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Corporation or some other entity. The Municipality shall not be liable for the direct payment of any salaries, wages, payroll taxes, unemployment benefits, or any and all other forms or types of compensation or benefit to any personnel performing inspection services herein for said Municipality. The Corporation acknowledges that neither it nor its employees are covered by the Municipality's Workers' Compensation policy. Accordingly, the Corporation acknowledges and agrees that the Corporation is statutorily required to have in place, make available, and provide Workers' Compensation insurance for all of its employees.

8. The compensation set forth in Exhibit B shall be inclusive of all costs of any nature associated with the Contractor's efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, expenses, and outside consultant or subcontractor fees. As the Contractor is an independent contractor, the Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing inspection services for the Municipality under this Agreement.

9. Insurance

9.1 The Corporation agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Corporation pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

9.2 At a minimum, the Corporation shall procure and maintain, and shall cause any subcontractor of the Corporation to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

9.3 Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one hundred thousand dollars (\$100,000) each accident, one hundred thousand dollars (\$100,000) disease – policy limit, and one hundred thousand dollars (\$100,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

9.4 Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent Corporations, products, and completed operations. The policy shall contain a severability of interest provision, and shall be endorsed to include the Municipality and the Municipality's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

9.5 Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and one million dollars (\$1,000,000) general aggregate.

10. The Corporation agrees to indemnify and hold harmless the Municipality, its officers and employees from and against all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage to the extent caused by the negligent act, omission, or error of Corporation, or any officer, employee, representative or agent of Corporation.
11. The Municipality shall indemnify the Corporation for claims against the Corporation arising from the proper enforcement of any of the Municipality's Codes, as defined herein, which are determined by a court of competent jurisdiction to be unconstitutional or otherwise invalid and in cases where the professional services provided pursuant to this Agreement are performed in good faith and as generally accepted standards practiced by other providing similar services.
12. The Corporation or its employees shall not be deemed to assume any liability for intentional or negligent acts of the Municipality or any of its officers, agents, or employees. Municipality agrees to indemnify and hold harmless the Corporation from any and all claims arising from such acts. The Municipality further agrees to investigate, handle, respond to, and to provide defense for and defend against or at the Municipality's option to pay the attorney's fees for defense counsel of the Municipality's choice for, any such liability, claims, or demands.
13. The Corporation agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to ensure against all liability, claims, demand, and other obligations assumed by Corporation pursuant to Section 10, Indemnification, above. Such coverage shall be procured and maintained with forms and insurers acceptable to the Municipality's.
14. For the purposes of providing the building department services described herein, the Municipality appoints the Corporation as the sole building official for the Municipality and grants the Corporation all rights and privileges established by ordinance or statute for this position.
15. If Municipality ordinances or codes adopted by the Municipality do not specify when a permit expires, the Corporation will remove from active status (expire) all permits that have been inactive for a period greater than 180 calendar days. Inactive permits are those where work has been suspended, abandoned, or no inspections have been requested; and the permit applicant has not requested an extension during any consecutive 180 calendar day period.
16. Either party to this Agreement may terminate this Agreement upon ninety (90) days written notice to the other party. If such termination does occur, all structures that have had inspections made but are not completed at the time of termination may be completed through final inspection at the agreed fee rate if the Municipality so requests and if the Corporation agrees to do so, provided that the work to reach such completion and finalization does not exceed ninety (90) days. The Municipality shall pay all outstanding fees owed to the Corporation for the work accomplished to the date of termination within thirty (30) days of the termination.

17. The initial term of this Agreement shall be one year, subsequently, the Agreement shall automatically renew for one year term. At that time, written documentation of terms shall be negotiated by the Municipality and the Corporation. In the absence of written documentation, this Agreement will continue in force until such time as either party notifies the other of their desire to terminate this Agreement pursuant to the terms and conditions herein.
18. The Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of the Contractor that are related to this Agreement for the purposes of audit or examination, other than the Corporation's financial records, and may make excerpts and transcriptions of the same.
19. All building inspection records, documents, notes, data and other materials required for or resulting from the performance of the services hereunder shall not be used by the Corporation for any purpose other than the performance of the services hereunder without the express prior written consent of the Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of the Municipality when the Corporation has been compensated for the same as set forth herein, and the Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it.
20. The Corporation will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Corporation agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity laws.
21. The Corporation shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by the Municipality at any time during the term of this Agreement.
22. The Corporation shall perform its services with reasonable care, skill and diligence required of other entities providing similar services under similar conditions at the same time.
23. Prohibition Against Employing Illegal Aliens: Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

24. This Agreement shall be construed and enforced in accordance with the provisions of Michigan law and the codes, resolutions and ordinances related to the services covered herein.
25. In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure.
26. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

If to the Municipality: (Insert Client Name)  
(Insert Client Address)  
(Insert City, State Zip)  
Attn: (Insert Contact Name)  
Telephone: (Insert phone #)  
Facsimile: (Insert fax #)  
Email: (Insert email)

If to the Corporation: Mike McCurdie, President  
Safe Built Michigan, Inc.  
3755 Precision Drive, Suite 140  
Loveland, CO 80538  
Telephone: 970.292.2203  
Facsimile: 877.203.2704  
Email: [mike.mccurdie@safebuilt.com](mailto:mike.mccurdie@safebuilt.com)

27. This Agreement constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Municipality, by resolution duly adopted by its governing body, caused this Agreement to be signed by Mayor. Likewise, the officers of the Corporation have subscribed to this Agreement by affixing their signatures all on the day and year first above written.

*(Insert Client Name)*

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Insert Name and Title)

**Attest:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Insert Name and Title)

**Safe Built Michigan, Inc.:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Mike McCurdie, President  
or David Thomsen, Vice President

## ATTACHMENT A

List of Services Provided by SAFEbuilt for the (Insert Client Name)

**SAFEbuilt Michigan Services Agreement dated \_\_\_\_\_, 20\_\_**

*Note: This list of services can be updated and amended as necessary to ensure the Municipality's needs are met and the services provided satisfy the Municipality, property owners, and the building community.*

### Plan review services being provided as part of this contract

Perform plan review on all building projects in the Municipality. These include, without limitation, single-family residential construction; basement finish projects; new commercial buildings; tenant improvements in existing commercial buildings; decks, porches, carports, and garages; pole barns and agriculture buildings; and existing home upgrades and remodels.

Stated plan review times are to first comments issued:

Project	Maximum Time to First Comments
New residential – International Residential Code	<input type="checkbox"/> 5 working days or less to first comments
Small commercial—less than \$2M valuation International Building Code	<input type="checkbox"/> 10 working days or less to first comments
Large commercial—greater than \$2M valuation International Building Code	<input type="checkbox"/> 15 to 20 working days or less to first comments depending on project size and complexity
Alter residential	<input type="checkbox"/> 5 working days or less to first comments
Alter commercial	<input type="checkbox"/> 10 working days or less to first comments
Miscellaneous	<input type="checkbox"/> As negotiated

**All inspections scheduled prior to 3:00 pm will be performed the next business day.**

List of inspections being provided as part of this contract: (Delete or Add as required)

Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Setbacks*
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Footings*
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Wall steel (rebar)*
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Underground plumbing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Underground electric
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Under-floor/concrete slab
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Rough electric
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Rough plumbing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Rough mechanical (flues, vents, exhausts, gas piping)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Rough framing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Insulation
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Energy Code requirements
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Fire-resistant penetrations
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Drywall
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Final electric
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Final plumbing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Final mechanical
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Final building
<input checked="" type="checkbox"/>	<input type="checkbox"/>	▪ Single Stop (see Attachment B for list of inspections)

*\*For the case of setbacks, footings, and wall steel, SAFEbuilt will either perform the inspections or, alternatively, administer a program requiring written engineering approval of the footings and wall steel (i.e., engineer's letters) and a written surveyor's approval of the setbacks (i.e., setback certification or similar document).*

In addition to the above inspections, commercial projects may include above ceiling mechanical and, roof top mechanical inspections, coordination with the local fire department/district on areas of overlap between the fire code and building codes, and multi-stage electric, plumbing, heating, and framing inspections.

**Other services being provided as part of this contract**

▪ Field consultation with homeowners, builders, and contractors
▪ Code enforcement for building code-related matters
▪ Pre-construction meeting and reviews for projects of major scope and size
▪ Be available at Mayor's request to attend council, staff and other special meetings
▪ Pick up and drop off plans and permits as required
▪ Recommendation of codes for adoption and/or amendment
▪ SAFEbuilt Michigan will fulfill the functions and responsibilities of the following positions: Building Official, Plans Examiner and Inspector
▪ Provide permit applications, inspection forms, and building guides
▪ SAFEbuilt's Permitting Software Portal and reports
▪ SAFEbuilt's Project Inspection Portal for projects of major scope and size

*(Insert Client Name)*

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 (Insert Name and Title)

**Attest:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 (Insert Name and Title)

**Safe Built Michigan, Inc.:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 Mike McCurdie, President  
 or David Thomsen, Vice President



To Board 3/1/10

JENNIFER M. GRANHOLM  
GOVERNOR



NIDA R. SAMONA  
CHAIRPERSON

STATE OF MICHIGAN  
**LIQUOR CONTROL COMMISSION**  
DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH  
STANLEY "SKIP" PRUSS, DIRECTOR

Fast Casual, L.L.C.  
405 S Mission St  
Mount Pleasant, MI 48858

Request ID: #491813

REQUEST FOR: New Dance-Entertainment Permit on 2009 Class C & SDM licensed business with Sunday Sales Permit and Official Permit (Food) located at 3950 E Grand River, Howell, MI 48843, Genoa Township, Livingston County.

Please be advised that the Commission has approved the above request. Further, please be advised that the issuance of the Entertainment Permit DOES NOT allow topless activity on the licensed premises.

A copy of the Commission order is enclosed for your information.

We are marking our records accordingly.

Very Truly Yours,

MICHIGAN LIQUOR CONTROL COMMISSION

*Sharon Martin*

Sharon Martin, Acting Director  
Licensing Division

jla  
enc.

cc: MLCC- Lansing District Office w/encl  
Livingston County Sheriff Department w/encl  
Genoa Charter Township w/encl

DELEG is an equal opportunity employer/program.  
Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Michigan Liquor Control Commission  
7150 Harris Drive • P.O. Box 30005 • Lansing, Michigan 48909-7505  
www.michigan.gov/lcc • (517) 322-1345 Lansing Office

Michigan Department of Energy, Labor & Economic Growth  
Liquor Control Commission

**INTER-OFFICE CORRESPONDENCE**

**TO:** Licensing Section D4  
Licensing & Enforcement Division

February 10, 2010  
DATE

**FROM:** Administrative Commissioners

**SUBJECT:** ON PREMISE REQUESTS

IT IS THE ORDER OF THE COMMISSION THAT THE FOLLOWING APPLICATIONS BE APPROVED AS INDICATED:

**FAST CASUAL, L.L.C.**, 3950 E. Grand River, Howell, Genoa Township, Livingston County. Request for new Dance-Entertainment Permit on 2009 Class C and Specially Designated Merchant licensed business with Sunday Sales Permit and Official Permit (food). **APPROVED.** FURTHER IT IS THE ORDER OF THE COMMISSION THAT THE APPLICANT BE ADVISED THAT THE ISSUANCE OF THE ENTERTAINMENT PERMIT DOES NOT ALLOW TOPLESS ACTIVITY ON THE LICENSED PREMISES. #491813

**GROSSI'S MOUNTAIN INN, INC.**, G-8078 N.Dort, Mount Morris, Genesee Township, Genesee County. Request to transfer stock on 2009 Class C and Specially Designated Merchant licensed business with Sunday Sales Permit, Dance Permit, and permission for sale, service, and consumption of alcoholic liquor outdoors (2 areas), by dropping Steven D. Grossi through transfer of 1,000 shares of stock to new joint stockholders, Steven D. Grossi and Deborah A. Grossi. **APPROVED** SUBJECT TO VERIFICATION OF ALL STOCK ISSUANCE #527129