

**GENOA CHARTER TOWNSHIP
REGULAR MEETING
JUNE 21st, 2010
6:30 p.m.**

AGENDA

Call to Order:

Pledge of Allegiance:

Approval of Consent Agenda:

1. Payment of Bills
2. Request to approve minutes: 6-7-10
3. Request for approval to reappoint John McManus and Lauren Brookins to a term on the Planning Commission that expire 6/30/2013 and to appoint Jeff Dhaenens to a term on the Zoning Board of Appeals that expires 6/30/2013.
4. Request from the Township auditors to reaffirm the cap of \$500 for the purchase of miscellaneous items for the Township acting without Board approval.
5. Consideration of a request for a fireworks display on Crooked Lake requested by Pepper Bergin.

Approval of Regular Agenda:

6. Request for approval of special use application, impact assessment and sketch plan for proposed outdoor sales located at 1420 Lawson Drive, Howell Sec. 9, petitioned by Jim Mancuso.
7. Request for approval of a proposal in the amount of \$4,312.50 from Fonson Construction for grading and shoulder repair adjacent to the Township Hall Driveway.
8. Request for approval of a proposal from TetraTech for professional services related to grading on the Township Hall property in an amount not to exceed \$3,300.00.

Correspondence
Member Discussion
Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE: June 21, 2010

| | |
|---|---------------------|
| TOWNSHIP GENERAL EXPENSES: Thru June 21, 2010 | \$140,729.99 |
| June 11, 2010 Bi-Weekly Payroll | \$36,673.78 |
| OPERATING EXPENSES: Thru June 21, 2010 | \$86,445.09 |
| TOTAL: | <u>\$263,848.86</u> |

| <u>Check Number</u> | <u>Vendor No</u> | <u>Vendor Name</u> | <u>Check Date</u> | <u>Check Amount</u> |
|---------------------|------------------|--------------------------------|-------------------|---------------------|
| 26240 | Administ | Total Administrative Services | 06/11/2010 | 596.12 |
| 26241 | Equitabl | Equivest Unit Annuity Lock Box | 06/11/2010 | 480.00 |
| 26242 | BORDINE | Bordine Nursery | 06/09/2010 | 209.79 |
| 26243 | BriFire | Brighton Area Fire Department | 06/09/2010 | 292.63 |
| 26244 | BUS IMAG | Business Imaging Group | 06/09/2010 | 32.40 |
| 26245 | CINTAS | Cintas Corporation-300 | 06/09/2010 | 237.50 |
| 26246 | ClearPro | Clearwater Property Services | 06/09/2010 | 653.25 |
| 26247 | Clearwat | Clearwater Systems | 06/09/2010 | 116.20 |
| 26248 | Cooke | The Cooke Corporation | 06/09/2010 | 130.00 |
| 26249 | COOPERST | Cooper's Turf Management LLC | 06/09/2010 | 1,846.00 |
| 26250 | DTE LAKE | DTE Energy | 06/09/2010 | 846.43 |
| 26251 | EHIM | EHIM, INC | 06/09/2010 | 277.74 |
| 26252 | GANNETT | PRESS & ARGUS | 06/09/2010 | 330.00 |
| 26253 | HURON RI | Huron River Watershed Council | 06/09/2010 | 1,056.67 |
| 26254 | Landscap | Landscape Design & Associates | 06/09/2010 | 400.00 |
| 26255 | LIVCTTR | Livingston County Treasurer | 06/09/2010 | 4,529.42 |
| 26256 | MI CHLOR | Michigan Chloride Sales LLC | 06/09/2010 | 3,850.00 |
| 26257 | NameTag | Name Tag, Inc. | 06/09/2010 | 141.43 |
| 26258 | Net serv | Network Services Group, L.L.C. | 06/09/2010 | 90.00 |
| 26259 | Perfect | Perfect Maintenance Cleaning | 06/09/2010 | 1,078.00 |
| 26260 | WASTE MA | Waste Management | 06/09/2010 | 422.80 |
| 26261 | Zerby | Kenneth Zerby | 06/09/2010 | 790.00 |
| 26262 | TheSign | The Sign Works | 06/09/2010 | 1,320.00 |
| 26263 | RogersT | Tom Rogers Asphalt Paving | 06/15/2010 | 3,040.00 |
| 26264 | ADT | ADT Security Services, Inc. | 06/21/2010 | 366.32 |
| 26265 | AMER IMA | American Imaging, Inc. | 06/21/2010 | 166.42 |
| 26266 | AT&TLONG | AT&T Long Distance | 06/21/2010 | 43.13 |
| 26267 | ATT& IL | AT&T | 06/21/2010 | 604.30 |
| 26268 | BLUE CRO | Blue Cross & Blue Shield Of Mi | 06/21/2010 | 12,338.52 |
| 26269 | CONSUMER | Consumers Energy | 06/21/2010 | 171.12 |
| 26270 | ETNA SUP | Etna Supply Company | 06/21/2010 | 17,220.00 |
| 26271 | HWL PARK | Howell Parks And Recreation | 06/21/2010 | 15,435.00 |
| 26272 | LC MUNIC | Livingston County Municipal Cl | 06/21/2010 | 20.00 |
| 26273 | Lincoln | Lincoln National Life Ins Co. | 06/21/2010 | 1,194.69 |
| 26274 | MASTER M | Master Media Supply | 06/21/2010 | 144.77 |
| 26275 | PETTYCAS | Petty Cash | 06/21/2010 | 93.32 |
| 26276 | VERIZONW | Verizon Wireless | 06/21/2010 | 194.02 |
| 26277 | WASTE MA | Waste Management | 06/21/2010 | 69,972.00 |

Report Total: 140,729.99

Accounts Payable
Computer Check Register



User: diane

Printed: 06/04/2010 - 14:08

Bank Account: 101CH

| Check | Vendor No | Vendor Name | Date | Invoice No | Amount |
|-------|-----------|--------------------------------|------------|--------------------|--|
| 26240 | Administ | Total Administrative Services | 06/11/2010 | | 596.12 |
| | | | | Check 26240 Total: | 596.12 |
| 9916 | AETNA LI | Aetna Life Insurance & Annuity | 06/11/2010 | | 25.00 |
| | | | | Check 9916 Total: | 25.00 |
| 9917 | EFT-FED | EFT- Federal Payroll Tax | 06/11/2010 | | 3,923.83 2,160.42 2,160.42 505.28 505.28 |
| | | | | Check 9917 Total: | 9,255.23 |
| 9918 | EFT-PENS | EFT- Payroll Pens Ln Pyts | 06/11/2010 | | 427.94 |
| | | | | Check 9918 Total: | 427.94 |
| 26241 | Equitabl | Equivest Unit Annuity Lock Box | 06/11/2010 | | 480.00 |
| | | | | Check 26241 Total: | 480.00 |
| 9919 | FIRST NA | First National Bank | 06/11/2010 | | 300.00 2,667.18 22,922.31 |

Check 9919 Total:

25,889.49

Report Total:

36,673.78

**First National
Direct Deposit
JUNE 11, 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 | | \$734.99 |
| Dave Estrada | | \$1,024.85 |
| Debbie Hagen | | \$496.26 |
| Deborah Rojewski | | \$2,354.04 |
| Diane Zerby | | \$463.55 |
| Genoa Township | \$25,889.49 | |
| Greg Tatara | | \$2,437.10 |
| Judith Smith | | \$1,155.68 |
| Karen J. Saari | | \$946.39 |
| Kelly VanMarter | | \$2,073.81 |
| Laura Mroczka | | \$1,635.37 |
| Michael Archinal | | \$2,745.73 |
| Renee Gray | | \$953.99 |
| Robin Hunt | | \$1,245.04 |
| Susan Sitner | | \$524.07 |
| Tammy Lindberg | | \$958.83 |
| Tessa Humphriss | | \$1,982.05 |
| Total Deposit | | \$25,889.49 |

2:45 PM
06/16/10

#504 DPW RESERVE FUND
Payment of Bills
June 2 - 16, 2010

Type Date Num Name Memo Amount

no checks issued

2:44 PM
06/16/10

503 DPW UTILITY FUND
Payment of Bills
June 2 - 16, 2010

| <u>Type</u> | <u>Date</u> | <u>Num</u> | <u>Name</u> | <u>Memo</u> | <u>Amount</u> |
|--------------|-------------|------------|-------------------------------------|---|-------------------|
| Check | 06/08/2010 | 1456 | J.J.Jinkleheimer | Inv #'s 23634, 23651, 23739 | -513.50 |
| Check | 06/08/2010 | 1457 | BUSINESS IMAGING GROUP | Inv 209510 | -1,290.13 |
| Check | 06/08/2010 | 1458 | CAVALIER | May 2010 statement | -23.03 |
| Check | 06/08/2010 | 1459 | D&G Equipment, Inc. | Inv 06 6087168 | -40.00 |
| Check | 06/08/2010 | 1460 | FASTENAL COMPANY | Inv #'s 54983, 55056, 55057 | -442.61 |
| Check | 06/08/2010 | 1461 | NORTHWEST PIPE & SUPPLY | Inv 106287 | -111.87 |
| Check | 06/08/2010 | 1462 | SEVERN TRENT ENVIRONMENTAL SERVICES | Inv 2046928 | -297.17 |
| Check | 06/08/2010 | 1463 | Wells Fargo Financial Leasing | Lease charges on copier June 2010 | -313.02 |
| Check | 06/08/2010 | 1464 | Springbrook | Inv 0014558 | -5,221.45 |
| Check | 06/09/2010 | 1465 | AMERICAN IMAGING, INC | | -372.95 |
| Check | 06/15/2010 | 1466 | U.S. POSTMASTER | PC & LE Quarterly billing - March - May, 2010 | -154.35 |
| Check | 06/15/2010 | 1467 | FASTENAL COMPANY | | -85.11 |
| Check | 06/15/2010 | 1468 | LOWE'S | | -1,888.79 |
| Check | 06/15/2010 | 1469 | MWEA | | -550.00 |
| Check | 06/15/2010 | 1470 | USABlueBook | Inv #'s 160597 & 161693 | -2,504.74 |
| TOTAL | | | | | -13,808.72 |

2:46 PM
06/16/10

#593 LAKE EDGEWOOD W/S FUND
Payment of Bills
June 2 - 16, 2010

| <u>Type</u> | <u>Date</u> | <u>Num</u> | <u>Name</u> | <u>Memo</u> | <u>Amount</u> |
|--------------|-------------|------------|-------------------------------------|--|-------------------|
| Check | 06/08/2010 | 1745 | DTE Energy | Service from April 30, 2010 - June 1, 2010 | -4,386.57 |
| Check | 06/08/2010 | 1746 | GENOA TWP-DPW FUND | reimbursement to DPW for tools & supplies | -2,898.31 |
| Check | 06/08/2010 | 1747 | SEVERN TRENT ENVIRONMENTAL SERVICES | Inv #'s 2046840 & 2046928 | -8,148.22 |
| Check | 06/08/2010 | 1748 | Brighton Analytical L.L.C. | May 2010 invoices | -231.00 |
| Check | 06/08/2010 | 1749 | COOPER'S TURF MANAGEMENT | Inv 8286 | -248.00 |
| Check | 06/08/2010 | 1750 | MICHIGAN CAT | May 2010 invoices | -2,420.36 |
| Check | 06/08/2010 | 1751 | PVS NOLWOOD CHEMICALS, INC | Inv 307727 & Credit Memo 90924 | -904.60 |
| Check | 06/08/2010 | 1752 | United Fabricating Company | Inv 19567 | -2,316.32 |
| Check | 06/16/2010 | 1753 | AT&T | May 8 - June 7, 2010 | -246.41 |
| Check | 06/16/2010 | 1754 | GEOTRANS, INC. | Inv 50359066 | -418.52 |
| Check | 06/16/2010 | 1755 | Consumers Energy | Service from 5/6/2010 - 6/4/2010 | -57.34 |
| Check | 06/16/2010 | 1756 | STANDARD ELECTRIC COMPANY | Inv 1769992-01 | -63.00 |
| TOTAL | | | | | -22,338.65 |

2:49 PM
06/16/10

#595 PINE CREEK W/S FUND
Payment of Bills
June 2 - 16, 2010

| <u>Type</u> | <u>Date</u> | <u>Num</u> | <u>Name</u> | <u>Memo</u> | <u>Amount</u> |
|--------------|-------------|------------|----------------------------|-------------|----------------|
| Check | 06/01/2010 | 2058 | Pfeffer, Hanniford & Palka | Inv 17990 | -600.00 |
| TOTAL | | | | | -600.00 |

2:51 PM
06/16/10

#592 OAK POINTE W/S FUND
Capital Improvement
Payment of Bills
June 2 - 16, 2010

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

no checks issued

2:50 PM
06/16/10

#592 OAK POINTE WATER/SEWER FUND
Payment of Bills
June 2 - 16, 2010

| <u>Type</u> | <u>Date</u> | <u>Num</u> | <u>Name</u> | <u>Memo</u> | <u>Amount</u> |
|--------------|-------------|------------|--------------------------------------|---|-------------------|
| Check | 06/08/2010 | 1780 | GRUNDY ACE OF HOWELL | Inv 67768 | -10.68 |
| Check | 06/08/2010 | 1781 | ALEXANDER CHEMICAL CORPORATION | Inv 0433999 | -3,955.95 |
| Check | 06/08/2010 | 1782 | AT & T | April 23 - May 22, 2010 | -119.17 |
| Check | 06/08/2010 | 1783 | BRIGHTON ANALYTICAL | Invoices from May 17 - June 1, 2010 | -737.00 |
| Check | 06/08/2010 | 1784 | CLEARWATER SYSTEMS | Statement 995083 dated 4/30/10 | -231.90 |
| Check | 06/08/2010 | 1785 | CONSUMERS ENERGY | Aparil 30 - May 27, 2010 | -156.95 |
| Check | 06/08/2010 | 1786 | DTE ENERGY | Electric Service 04/29 - 6/10/10 | -7,996.67 |
| Check | 06/08/2010 | 1787 | COOPERS TURF MANAGEMENT, LLC | Inv 8285 | -480.00 |
| Check | 06/08/2010 | 1788 | DUBOIS COOPER ASSOCIATES INCORPORATI | Inv 120169 | -8,500.00 |
| Check | 06/08/2010 | 1789 | LIVINGSTON COUNTY DRAIN COMMISSSION | Inv 2008 | -472.30 |
| Check | 06/08/2010 | 1790 | MICHIGAN CAT | Inv SD570467568 | -1,659.97 |
| Check | 06/08/2010 | 1791 | PVS Nolwood Chemicals, Inc | Inv 307520 | -1,114.60 |
| Check | 06/08/2010 | 1792 | SWF RESTORATION | Inv 962 sewer cleanup at 4129 Highcrest | -2,094.00 |
| Check | 06/08/2010 | 1793 | WASTE MANAGEMENT | Inv 3803843-1389-2 | -104.10 |
| Check | 06/08/2010 | 1794 | WATER MASTERS LLC | Inv 1866 | -170.75 |
| Check | 06/08/2010 | 1795 | GENOA TWP -ADMINISTRATIVE FEES | Utility billing from 2/1/10 - 4/30/10 | -10,096.71 |
| Check | 06/08/2010 | 1796 | GENOA TWP UTILITY FUND | Per K. Palka audit - 3/31/10 | -9,701.29 |
| Check | 06/08/2010 | 1797 | SEVERN TRENT ENVIRONMENTAL SERVICES, | Inv 2046928 | -124.14 |
| Check | 06/16/2010 | 1801 | AT & T | June 7 - July 6, 2010 | -371.56 |
| Check | 06/16/2010 | 1802 | BRIGHTON ANALYTICAL | Inv #'s 0610-68001 & 68002 | -134.00 |
| Check | 06/16/2010 | 1803 | GEO TRANS, INC | Inv 50359065 | -554.90 |
| Check | 06/16/2010 | 1804 | HACH Company | Inv 6672619 | -103.08 |
| Check | 06/16/2010 | 1805 | M & K Jeffing and Televising | Inv 10185 | -580.00 |
| Check | 06/16/2010 | 1806 | UIS PROGRAMMABLE SERVICES | Inv 530336059 | -228.00 |
| TOTAL | | | | | -49,697.72 |

**GENOA CHARTER TOWNSHIP
TOWNSHIP PARK PAVILION RIBBON CUTTING CEREMONY
6:00 p.m.**

A ribbon cutting ceremony was held at the Township Park Pavilion located just east of the Township Hall. A practice wall was constructed as a memorial for Un Chong, a Genoa Township resident and life long soccer enthusiast whose two sons are active in the sport. The wall commemorates his commitment to youth sports and includes an artificial turf area, wing walls and a goal inlaid into the building's brick patten. This project was made possible through charitable donations to a SELCRA memorial fund chaired by Mr. Chong's wife Christine Vogt. Christine and her sons cut the ribbon officially opening the site. Approximately 40 persons were present for the ceremony honoring Un Chong.

**GENOA CHARTER TOWNSHIP
ELECTION COMMISSION MEETING
JUNE 7th, 2010
6:25 p.m.**

MINUTES

Clerk Skolarus called the special meeting of the Election Commission to order at 6:25 p.m. The following members were present constituting a quorum for the transaction of business: Paulette Skolarus, Jean Ledford and Steve Wildman.

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

1. Discussion of salaries and election officials for persons scheduled to work the August 3, 2010 Primary Election with a recommendation to the Township Board.

Moved by Wildman, supported by Ledford, to recommend to the Township Board approval of the salaries and personnel scheduled to work the August 3, 2010 primary election.

The special meeting of the Election Commission was adjourned at 6:27 p.m.

**GENOA CHARTER TOWNSHIP
REGULAR MEETING
JUNE 7th, 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 four persons in the audience.

Approval of Consent Agenda:

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

1. Payment of Bills

2. Request to approve minutes: 5-17-10

3. Consideration of request from the Election Committee to approve the Election Officers and salaries for the August primary.

4. Consideration of a request for a fireworks display on Lake Chemung that is requested by Curt Price.

5. Request for approval of a contract with the Livingston County Road Commission for an asphalt overlay on Bendix Road.

Approval of Regular Agenda:

Moved by Ledford, supported by Wildman, to adjourn to closed session at 6:32 p.m. to discuss the purchase of property. The motion carried by roll call vote as follows: Ayes – Ledford, Smith, Hunt, Wildman, Mortensen, Skolarus and McCririe. Nays – None.

6. Request to enter into closed session to discuss the purchase of real property for which no purchase agreement is in effect pursuant to section 8 (e) of the 1976 Open Meeting Act.

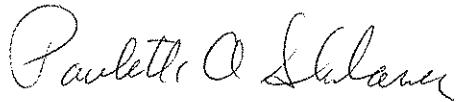
The regular meeting of the board was re-opened at 7:10 p.m.

The Genoa Charter Township Board has been discussing the acquisition of additional land for the use of public recreation (both active and passive). Several years ago nearly 200 acres of land known as the Raymond Filmore property was donated in a trust agreement to Livingston County. The agreement required that the land be used for farming or recreation. Township Manager Michael Archinal asked Livingston County for a lease agreement to construct four baseball fields on one of the 40 acre parcels. The county's initial reaction was that they would be in agreement to partner with us and the local recreation departments to not only provide the 40 acres for recreation but the entire 200 acres. A recreation plan is in place that would allow the township and other

GENOA CHARTER TOWNSHIP – Regular Meeting – June 7, 2010

authorities to jointly submit an application for a recreation grant, with the township providing matching funds. The first step in this process is to secure the lease agreement with Livingston County, and then provide a site plan for the project. All board members were in agreement that this project is one that would be unanimously endorsed by Genoa Charter Township.

The regular meeting of the Genoa Charter Township Board was adjourned at 7:20 p.m.



Paulette A. Skolarus
Genoa Township Clerk

(Press/argus 06/11/2010)

June 15, 2010

TO: Genoa Township Board

FROM: Gary McCririe, Supervisor

RE: Board Appointments

It is my pleasure to make the following appointments and am asking for your concurrence;

PLANNING COMMISSION:

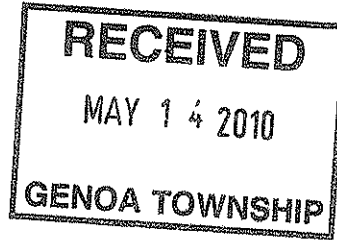
1. Re-appoint John McManus to a term to expire 6/30/2013
2. Re-appoint Lauren Brookins to a term to expire 6/30/2013

ZONING BOARD OF APPEALS:

1. Appoint Jeff Dhaenens to a term to expire 6/30/2013

May 12, 2010

Gary T. McCririe
Genoa Township Supervisor
2911 Dorr Road
Brighton MI 48116



Dear Mr. McCririe,

Please consider this request to help serve the citizens of Genoa Township. I would be willing to help out in any capacity. I understand there are occasional openings on both the Planning Commission and Zoning Board of Appeals. My professional background can compliment either board.

I would be happy to serve in any role that you feel would benefit the Township. Thank you in advance for your consideration.

Best regards,


Jeff Dhaenens

5-12-10
Date

6.3.2010

Genoa Township Board,

I am requesting a permit for a fireworks display on July 3rd, 2010 at 3751 Highcrest Drive, Brighton.

The show is almost identical to that of other shows displayed of years past.

Please find along with my request the license and insurance of the pyrotechnic company providing the show. These people do several shows on many of the surrounding lakes.

Thank you for your consideration in this matter. If you have a need to reach me my cell is 810-333-1931. I am only a few minutes away.

Sincerely,

Pepper Bergin

Certificate of Insurance

94420

Issue Date: 05/21/2010

PRODUCER
Debbie Merlino
Combined Specialties International, Inc.
205 San Marlin Drive, Suite 5
Novato California 94945

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR LATER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Underwriters, Lloyds of London
INSURER B:
INSURER C:
INSURER D:

INSURED
Phoenix/Patriot Fireworks Co.
P.O. Box 254
Brighton Michigan 48116

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES INCLUDING, BUT NOT LIMITED TO THOSE FOLLOWING: LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDITIONAL CONDITIONS AND EXCLUSIONS: 1) THE INSURANCE EVIDENCED BY THIS CERTIFICATE IS LIABILITY INSURANCE ONLY, IT IS NOT A BOND OR ANY FORM OF SURETY AGAINST WHICH SOMEONE OTHER AN "INSURED" MAY ASSERT A CLAIM OR BRING ANY ACTION. SUBJECT TO POLICY TERMS, CONDITIONS, DEFINITIONS AND EXCLUSIONS THE INSURANCE ONLY INDEMNIFIES AN INSURED AGAINST CERTAIN LEGAL LIABILITY. 2) THE INSURANCE DOES NOT COVER CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE OF THE NAMED INSURED'S SHOOTER(S) ASSISTANT(S) OR ANY OTHER PERSON(S) INCLUDING ANY VOLUNTEER(S) PARTICIPATING IN ANY WAY IN ANY DISPLAY OR SPECIAL EFFECT PERFORMED OR EXECUTED BY THE NAMED INSURED. 3) COVERAGE DOES NOT APPLY TO CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE INSURED'S FAILURE TO FOLLOW NFPA OR OTHER APPLICABLE REQUIREMENTS, LAWS OR RECOMMENDATIONS, INCLUDING THOSE RELATING TO POST DISPLAY OR SPECIAL EFFECT SEARCHES OR CLEAN UP.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|--------|---|----------------|----------------------------------|-----------------------------------|-------------------------------------|-------------|
| A | GENERAL LIABILITY CLAIMS MADE | 1223943116/009 | November 08, 2009 | November 08, 2010 | EACH ACCIDENT | \$1,000,000 |
| | | | | | MEDICAL EXP (any one person) | \$5,000 |
| | | | | | FIRE LEGAL LIABILITY | \$50,000 |
| | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | PRODUCTS-COMP/OPS AGG | \$1,000,000 |
| | AUTOMOBILE LIABILITY ANY AUTO ANY OWNED AUTO SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | PROPERTY DAMAGE (Per person) | \$ |
| | | | | | | \$ |
| | EXCESS LIABILITY FOLLOWING FORM | | | | EACH ACCIDENT | \$ |
| | | | | | AGGREGATE | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | WC STATU- OTHER TORY LIMITS | \$ |
| | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | E.L. DISEASE-EA EMPLOYER | \$ |
| | | | | | E.L. DISEASE-POLICY LIMIT | \$ |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Pepper Bergin as property owner and Township of Genoa are Additional Insured as respects the July 3, 2010 (RD: July 4, 2010) Fireworks Display at 3751 Highcrest

CERTIFICATE HOLDER
Pepper Bergin
3751 Highcrest
Brighton, MI 48116

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, IT'S AGENTS OR REPRESENTATIVES

Paula J. Anderson

AUTHORIZED REPRESENTATIVE

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25401-9431

901090: CRR/FLS
5400
File Number: 4MI00901

05/31/2007

SUBJECT: RESPONSIBLE PERSON LETTER OF CLEARANCE for:

JEROME GOWAN

01/05/1959 381626527

OWNER
(517)545-2329

650 W. MARR RD
HOWELL MI 48855

and is ONLY valid under the following Federal explosives license/permit:

4-MI-093-60-8G-00901

GOWAN, JEROME
650 W. MARR RD
HOWELL MI 48855-0372

Dear JEROME GOWAN:

You have been approved as a responsible person under the above-listed Federal explosive license or permit. You may lawfully direct the management or policies of the business or operations as they pertain to explosives. You may also lawfully transport, ship, receive or possess explosive materials incident to your duties as a responsible person. This clearance is only valid under the license or permit referenced above.

Sincerely,

Christopher R. Reeves

Christopher R. Reeves
Chief, Federal Explosives Licensing Center (FELC)

FELC Customer Service. If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

Mail: ATF
Chief, FELC
Attn.: LOC Correction
244 Needy Road
Martinsburg, West Virginia 25401-9431

Fax: 1-304-260-1141
Chief, FELC
Attn.: LOC Correction

Call toll-free: 1-877-283-3352

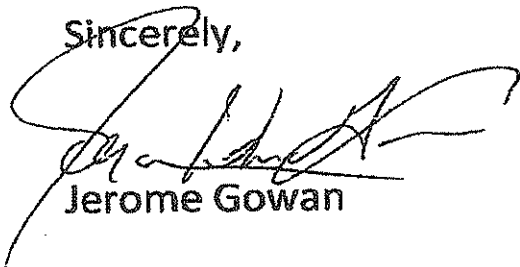
WWW.ATF.GOV

JEROME GOWAN

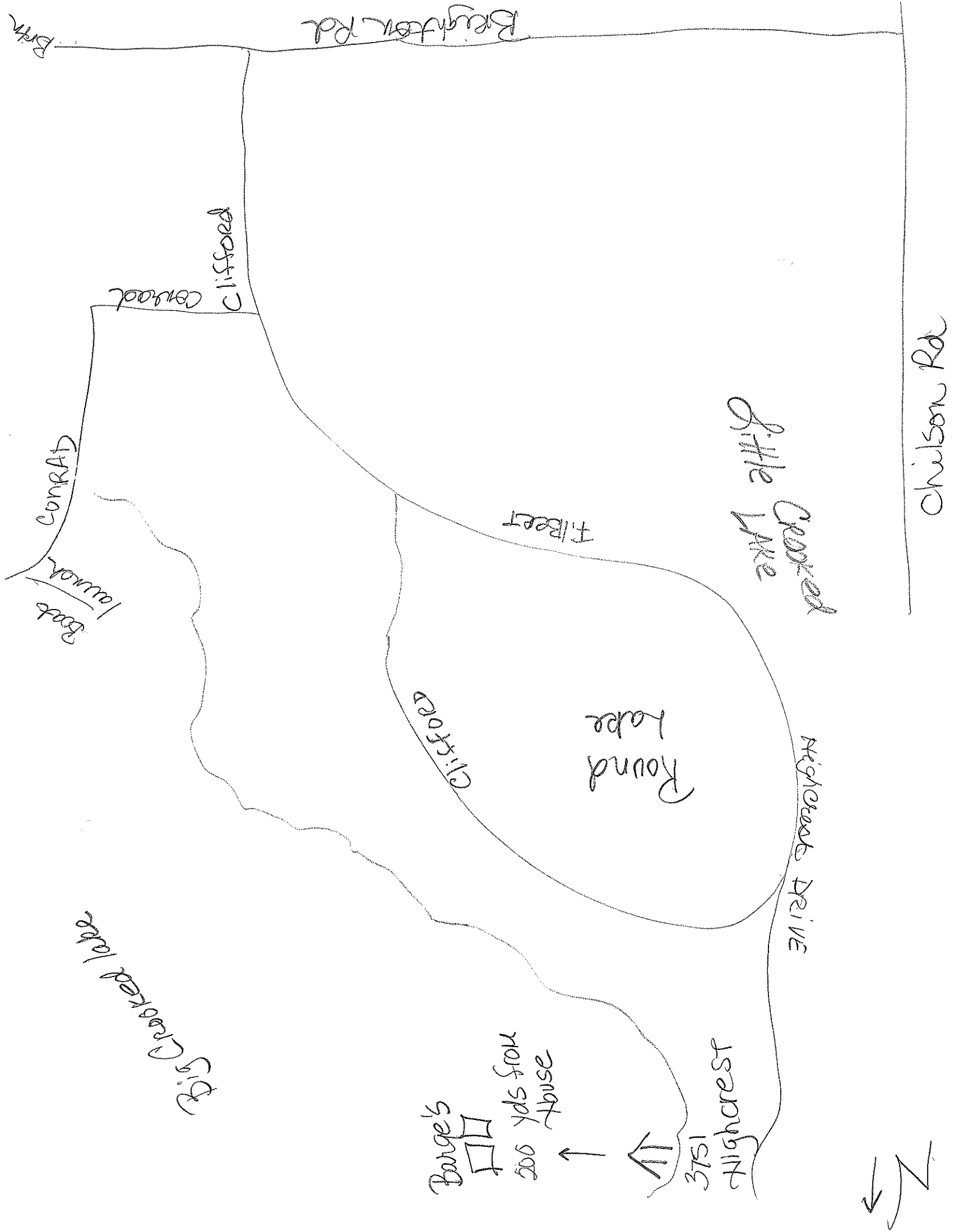
To Whom it May Concern;

This is a contingency letter for any and all Fireworks at the show site that either do not get used or do not fire for any reason will be immediately removed from the show site following the show and returned to a registered bunker.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jerome Gowan', written over a horizontal line. The signature is stylized and cursive.

Jerome Gowan



Brighton Rd

Chilson Rd

Crooked Little Lake

FIBERT

Highcrest Drive

Round Lake

Clifford

Big Crooked Lake

Barge's house
500 yds from house

3751 Highcrest

Conrad

Clifford

Conrad

Boat launch

Brtn



Big Crooked LAKE

NOBIE

13751

HIGHCREST DRIVE

200yds from shore

BARBE

WET LANDS

BOAT LAUNCH

See last years Diagram

TO: Township Board
FROM: Kelly VanMarter, Planning Director
DATE: June 17, 2010
RE: Mancuso Produce Special Use

Based on a recommendation from the Planning Commission, staff recommends the following action regarding the proposed seasonal outdoor display located at 1420 Lawson Drive for Jim Mancuso:

Special Use Permit: The special land use is consistent with Sections 7.02.02 and 19.03 of the Township Ordinance therefore it is recommended for approval. I advise the approval be granted for a period of one year with the ability for yearly extensions. One year extensions shall be reviewed based on compliance with the conditions of this approval and approved administratively following a written request from the applicant.

Impact assessment (dated 6-16-10): I recommend approval conditioned upon the addition of a statement in Item e. that dust control measures will be utilized when necessary.

Sketch plan (dated 6-16-10): I recommend approval with the following conditions:

- 1.) The conditions of the Brighton Area Fire Authority shall be met.
- 2.) A cart storage area will be provided in the parking area north of building and is subject to approval by Township staff.
- 3.) The proposed awnings, overhead glass sectional doors, and wall mounted light fixtures shall be approved by Township staff.

**APPLICATION FOR SPECIAL LAND USE
GENOA TOWNSHIP**

APPLICANT NAME* & ADDRESS: JIM MANCUSO; P.O. BOX 40247, DETROIT, MI 48247

OWNER NAME* & ADDRESS: I-96/KOHL'S ASSOC. LLC.; 32820 WOODWARD STE 200, ROYAL OAK, MI 48073
(ATTN: HAREVEY WEISS)

SITE ADDRESS: 1420 LAWSON DR, LENOX TWP, MI PARCEL #(s): 11-09-200-031

APPLICANT PHONE: (248) 756-4800 OWNER PHONE: (248) 549-3600

Location and brief description of site and surroundings:

MANCUSO PRODUCE WILL BE OCCUPYING APPROX. 4,760 S.F. (NET) OF THE EXISTING LENOX SQUARE DEVELOPMENT. THE SITE IS ZONED NEPLD IS PART OF THE GREATER LENOX SQUARE DEVELOPMENT.

Proposed Use:

M (MERCANTILE). THE TENANT SPACE WILL HOUSE A PRODUCE MARKET ; PROPOSED OUTDOOR DISPLAY ; SALES OF THE SAME PRODUCE.

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

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

THE PROPOSED OUTDOOR DISPLAY ; SALES AREA IS LOCATED ON THE WEST SIDE OF THE BLDG. BECAUSE THIS SPACE IS OPPOSITE THE MAIN PARKING AREA (TO THE NORTH) AND IS ALONG THE BLDG. PEDESTRIAN ; VEHICULAR TRAFFIC ARE SEPARATED.

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

THE PROPOSED OUTDOOR DISPLAY ; SALES AREA IS TEMPORARY, ~~AND~~ HOURS OF OPERATION WOULD BE 8:00AM - 7:00PM DURING SPRING ; FALL MONTHS ONLY. AT OTHER TIMES THE TEMPORARY BARRICADES WILL BE REMOVED.

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

NO NEW/ADDITIONAL PUBLIC FACILITIES/SERVICES ARE REQUIRED OR PROPOSED THE OUTDOOR SPACE IS ONLY AN EXTENSION OF ACTIVITIES INSIDE THE BLDG.

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

NO. ONLY FRESH PRODUCE, FLOWERS, ETC. ARE TO BE SOLD. ~~NO~~ NO OUTDOOR LIGHTING TO BE PROVIDED FOR THE SPACE.

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

NO. THE PROPOSED USE FALLS WITHIN CURRENT ZONING REQUIREMENTS.

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

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

BY: JIM MANCUSO, A

ADDRESS: P.O. BOX 40247, DETROIT, MI 48247

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

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

1. JASON MCINTYRE of LINDHOUT ASSOCIATE ARCHITECTS at (810) 227-5855
Name Business Affiliation Fax No.

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

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: X [Signature] DATE: MAY 13 2010

PRINT NAME: JIM MANCUSO PHONE: 248-756-4800

ADDRESS: P.O. BOX 40247, DETROIT, MI 48247

**GENOA TOWNSHIP
APPLICATION FOR SKETCH PLAN REVIEW**

TO THE GENOA TOWNSHIP PLANNING COMMISSION:

APPLICANT NAME & ADDRESS*: JIM MANCUSO; P.O. BOX 40247, DETROIT, MI 48247

OWNER'S NAME & ADDRESS*: J-96/KOH'S ASSOC. LLC; 32870 WOODWARD STE 200, ROYAL OAK, MI 48073
(ATTN: HARVEY WEISS)

SITE ADDRESS: 1470 LAWSON DR PARCEL #(s): 11-09-200-031

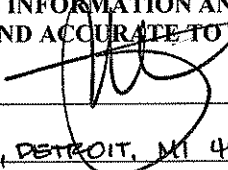
APPLICANT PHONE: (248) 756-4800 OWNER PHONE: (248) 549-3600

LOCATION AND BRIEF DESCRIPTION OF SITE: MANCUSO PRODUCE WILL BE OCCUPYING APPROX. 4,760 S.F. (NET) ~~IN~~ SUITE OF THE GENOA SQUARE DEVELOPMENT'S SOUTHEASTERN-MOST BUILDING. THE SITE IS ZONED NEPLD.

BRIEF STATEMENT OF PROPOSED USE: MERCANTILE USE, FOR A PROPOSED PRODUCE MARKET.

THE FOLLOWING IMPROVEMENTS ARE PROPOSED: GLASS & ALUM OVERHEAD DOORS ON THE NORTH & WEST FACADES. EXTERIOR SIGNAGE AND TEMPORARY BARRICADEING TO DELINEATE THE OUTDOOR SALES & DISPLAY SPACE ON THE WEST OF THE BLDG.

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: JIM MANCUSO, X 

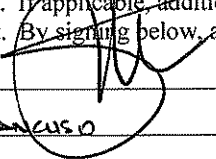
ADDRESS: P.O. BOX 40247, DETROIT, MI 48247

**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:
J. Jason McIntyre of LINDHOLT ASSOCIATE ARCHITECTS at (810) 227-5855
Name Business Affiliation Fax No.

FEE EXCEEDANCE AGREEMENT

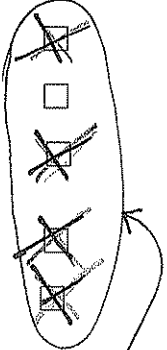
All sketch plans are allocated one (1) consultant review and one (1) Planning Commission meeting. If additional reviews or meetings are necessary, the applicant will be required to pay the actual incurred costs for the additional reviews. If applicable, additional review fee payment will be required concurrent with submittal for a Land Use Permit. By signing below, applicant indicates agreement and full understanding of this policy.

SIGNATURE: X  DATE: MAY 13 2010
PRINT NAME: JIM MANCUSO PHONE: 248-756-4800

REQUIRED SKETCH PLAN CONTENTS

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

| <u>SUBMITTED</u> | <u>NOT APPLICABLE</u> | <u>ITEM</u> |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Application form and fee: A completed application form and payment of the \$1,200.00 non-refundable application fee. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Scale: The sketch plan should be drawn at an engineers scale |
| <input type="checkbox"/> | <input type="checkbox"/> | Proof of ownership. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Legal description of the property. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Property lines. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Existing and proposed buildings and parking lots with dimensions and setbacks. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Existing and proposed parking calculations. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Existing and proposed driveways. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Existing and proposed signs. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Existing and proposed landscaping illustrated on a plan and described in a plant list. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Layout of proposed changes to utilities. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Any proposed changes to grading, lighting, dumpsters, protected or landmark trees. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Architectural perspective or elevations of proposed changes to buildings. |
| <input type="checkbox"/> | <input type="checkbox"/> | Any other items requested by Township staff or the Planning Commission to assist in the review. |



ORIG SITE PLAN
SUBMISSION ON
FILE W/ TWP.

GENOA CHARTER TOWNSHIP
PLANNING COMMISSION
PUBLIC HEARING
JUNE 14, 2010
6:30 P.M.

MINUTES

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

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited.

WORKSESSION: Commissioner Mortensen inquires as to the Fire Department requirement for a hydrant. He asks if this will require a substantial revision to the site plan. Ms. Humphriss states the asphalt will need to be cut and replaced, but a revised site plan will not be required.

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

CALL TO THE PUBLIC: The call to the public was made at 6:34pm with no response.

OPEN PUBLIC HEARING # 1... Review of special use application, impact assessment and sketch plan for proposed outdoor sales located at 1420 Lawson Drive, Howell Sec. 9, petitioned by Jim Mancuso.

Jim Mancuso with Mancuso Produce and Jason McIntyre with Lindhout Associates, Architects are present on behalf of the petitioner. Mr. McIntyre provides a brief description of the proposal. Mr. Mancuso provides pictures of the proposed display enclosure involving wooden posts placed into a concrete pad. All materials will be brought inside at night. Commissioner Mortensen asked what seasonal means. Mr. Mancuso indicates he would like to place things outside 8 months a year. No Christmas trees, but possibly wreaths. Mr. Mancuso would put thing similar to what they have at the eastern market. The barrier fence will be brought inside when nothing is displayed outside.

Chairman Brown asks how close the far east outside display area is to the adjacent tenant. Mr. McIntyre indicates it is approximately 7-8 feet. Mr. Mancuso states that his goal is to stay here a long time.

Ms. VanMarter reviews her letter dated June 9, 2010. She would like to see a 5' sidewalk maintained for pedestrians adjacent to the building. She suggests a barrier between the display area and adjacent parking/drive aisle area on the west side of the building and she finds the proposed fence barrier presented this evening acceptable.

Commissioner Mortensen asked about the landscaping and enclosure requirements. Ms. VanMarter states that it would be difficult to add an enclosure and additional landscaping and she feels the existing landscaping is sufficient. She would like to review the proposed cart corral with the petitioner prior to land use permit issuance. She also recommends the special use be approved for one year with the allowance for one year extensions by Township Staff if the use remains in good standing with the Township.

Chairman Brown suggests the following revisions to the Environmental Impact Assessment: Letter C – impact on national resources...remove “reusing” the building because this is first use. In the end it says “inact” statement instead of impact.

Commissioner McManus would like to specify the dates of display. Mr. Mancuso states he will not have the display in January, February and March. Mr. Mortensen states to change the display to 9 months being closed January – March.

Tesha Humphriss reviews her letter of May 26, 2010 and has no issues with the proposed request.

The call to the public was made at 7:01pm with no response.

Chairman Brown reviews the Fire Department review letter with the petitioner.

Planning Commission disposition of petition

A. Recommendation regarding special use application.

Moved by Mortensen to recommend approval of the special use application for outdoor sales located at 1420 Lawson Drive, Sec. 9, petitioned by Jim Mancuso to the Township Board subject to:

- 1.) Approval by the Township Board of the Environmental Impact Assessment and sketch plan.
- 2.) This recommendation is made because the Planning Commission finds that the proposal for Special Use is generally consistent with Sections 7.02.02 and 19.03 of the Township Zoning Ordinance.
- 3.) This Special Use permit will be granted for one year and is subject to an annual review and potential renewal by Township staff.

Support by McManus. **Motion carried unanimously.**

B. Recommendation regarding impact assessment.

Moved by Figurski to recommend approval of the Environmental Impact Assessment dated 5-17-10 for outdoor sales located at 1420 Lawson Drive, Sec. 9, petitioned by Jim Mancuso to the Township Board subject to:

- 1.) The months of outdoor display (April through December) and times shall be inserted.
- 2.) Dust control shall be added.
- 3.) Two minor corrections as discussed this evening will be made.
- 4.) This recommendation is subject to approval of the Township Board of the Special Use request and Sketch Plan.

Support by Mortensen. Motion carried unanimously.

C. Recommendation regarding sketch plan.

Moved by Mortensen to recommend approval of the sketch plan dated 05-17-2010 for proposed outdoor sales located at 1420 Lawson Drive, Sec. 9, petitioned by Jim Mancuso to the Township Board subject to:

- 1.) Approval by the Township Board of the Special Land Use and Environmental Impact Assessment.
- 2.) The conditions of the Brighton Area Fire Authority shall be met.
- 3.) It shall be noted that no engineering issues were identified in the letter of May 26, 2010.
- 4.) A cart storage area will be provided in the parking area north of building and is subject to approval by Township staff.
- 5.) A 5' sidewalk aisle will be kept clear between the building and display areas. The petitioner may offset the loss by expansion elsewhere subject to the review and approval by Township staff.
- 6.) The fencing as shown in the rendering provided to the Commission this evening is acceptable and its location will be added to plans before going to the Township Board.
- 7.) The Planning Commission finds that it is appropriate to waive the enclosure and screening requirements of Zoning Ordinance Section 7.02.02 due to the adjacent land uses and the distance between the land uses.

Support by Lowe. Motion carried unanimously.

OPEN PUBLIC HEARING # 2...Review of an amendment to approved sketch plan to increase building size by 2,000 sq. ft. to construct an 8,000 sq.ft. storage building at the rear of the existing Conley Rent-A-Car business located at 7208 W. Grand River Brighton. Sec. 13, petitioned by John Conley.

Mr. David LeClair is present on behalf of the petitioner. Mr. LeClair explains the history of this site. They were before the Commission twice last year for a storage building and again for a Special Use Permit. Mr. Conely has since determined that he would like additional storage area and is requesting approval of an additional 20' wide building. Nothing else on the plans has changed. Mr. LeClair states that Mr. Conely is working with the Fire Department on the hydrant issue. Soil borings were done last week and with the Planning Commission's approval they are ready to move forward.

Chairman Brown states the application states 6,000 square feet and he didn't like that the plan says an approved 8,000 square foot building. It was presumptuous. Mr. LeClair apologizes and states this was an oversight.

Chairman Brown states that an earnest effort should be made to screen from the adjacent residential. He asks if anything has been done. Mr. LeClair states that the once the building is constructed the Township planner and Mr. Conely will meet on site when the leaves are down to see if additional landscaping is required.

Commissioner Mortensen states that this will be a very large building. Chairman Brown asks if there are any similar size buildings in the area. Mr. LeClair states the rental building to the east is a large building. Mr. Brown wants the previous approvals to be included in tonight's action.



Genoa Charter Township

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

June 9, 2010

Planning Commission
Genoa Charter Township
2911 Dorr Road
Brighton, Michigan 48116

Subject: Special Use and Sketch Review: Mancuso Produce Seasonal Outdoor Display
Location: 1420 Lawson Drive - south side of Grand River, west of I-96 Exit 141
Zoning: NRPUD Non-Residential Planned Unit Development
Applicant: Jim Mancuso, P.O. Box 40247, Detroit, MI 48247

Dear Planning Commission:

I have reviewed the submittal from Jim Mancuso requesting several outdoor display areas for seasonal fresh produce and flowers. The site is located in the Genoa Square retail development on the South side of Grand River Avenue, West of the I-96 exit-141 interchange and is currently zoned NRPUD Non-Residential Planned Unit Development. The fruit market will occupy the currently vacant west corner space in the multi-tenant retail building currently containing Dollar Tree and Snap Fitness. I have reviewed the plan for planning, zoning and site design issues and defer to the Township Engineer for engineering issues.

A. Summary of Issues

1. The outdoor display area will not be within an enclosure or screened as required by Section 7.02.02(d).
2. Any issues identified by the Township Engineer or Fire Department must be addressed.
3. A cart storage area shall be provided within the parking area north of the building.
4. A knee wall should be provided as a barrier between the parking lot display area and drive aisle/parking area along the west side of the building.
5. The display areas at the northwest corner and along the west side of the building should be reduced to allow for a 5-foot sidewalk aisle between the building and the display area.
6. The Impact Assessment should be revised specify the dates the seasonal outdoor display will be used.

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

B. Proposal

The applicant proposes to establish four new outdoor display areas along the north and west sides of the building. In total, the proposed outdoor display areas will comprise approximately 675 square feet of ground area. Two or three existing parking spaces west of the building are proposed to be converted to display area. The display areas are proposed for seasonal use from spring to fall.

C. Special Land Use Review (General Standards)

Section 19.03 of the Zoning Ordinance identifies the general review criteria for Special Land Use applications as follows.

- 1. Master Plan.** The Master Plan and Future Land Use Map identify the subject site General Commercial. The surrounding properties are shown as a mix of General Commercial, Neighborhood Commercial, and small lot single family residential. The subject site is zoned for and was developed as a large commercial retail center and is adjacent to other properties currently zoned and/or planned for similar uses. The current use and proposed outdoor display area are consistent with the Master Plan designation as well as the intent of the GCD to accommodate businesses intended to serve the needs of the overall community.
- 2. Compatibility.** The proposed outdoor display areas will be accessory to the proposed retail store and in general, will be compatible with the existing and planned commercial uses for this area. However, as described in greater detail below, the project does not fully comply with the specific use standards of Section 7.02.02(d). Specifically, the screening requirements of paragraphs 7 & 8 are not met.
- 3. Public Facilities and Services.** As an existing commercial development, the site is served by existing roadways, public facilities and services. All of the proposed outdoor display areas are currently covered by impervious surface, so there should not be an impact to stormwater; however, any issues raised by the Township Engineer must be addressed.
- 4. Impacts.** As the principle use of the site is retail, it is not anticipated that there will be any additional traffic, noise, or nuisance impacts produced by the outdoor display areas.
- 5. Mitigation.** The Township may suggest mitigation necessary to limit or alleviate any potential adverse impacts created by the special land use.

D. Special Land Use Review (Specific Use Standards)

Section 7.02.02(d) identifies the specific use standards for outdoor commercial display as follows.

1. Minimum lot area shall be one (1) acre.
2. Any stockpiles of soils, fertilizer or similar loosely packaged materials shall be sufficiently covered or contained to prevent dust or blowing of materials.
3. All outdoor storage areas shall be paved with a permanent, durable and dustless surface and shall be graded and drained to dispose stormwater without negatively impacting adjacent property.
4. No outdoor storage shall be permitted in any required yard (setback) of buildings for the district in which the commercial outdoor display, sales or storage is located. Any approved outdoor sales or display within the parking lot shall meet the parking lot setback; provided the Planning Commission may require additional landscaping screening or ornamental fencing.
5. The site shall include a building of at least five hundred (500) feet of gross floor area for office use in conjunction with the use.
6. All loading and truck maneuvering shall be accommodated on site.
7. All outdoor storage area property lines adjacent to a residential district shall provide a buffer zone A as described in Section 12.02. A buffer zone B shall be provided on all other sides. The Planning Commission may approve a six (6) foot high screen wall or fence, or a four (4) foot high landscaped berm as an alternative.
8. The height of all material and equipment stored in an outdoor storage area shall not exceed the height of any landscape screening, wall or fence.

Standards 1, 3, 4, 5, and 6 are met. Item 2 should be addressed by a note on the plan or a letter from the applicant. The proposed display areas do not fully comply with items 7 and 8. More specifically, the areas are not enclosed and it is unclear whether the full buffer zone requirements will be met.

E. Sketch Plan Review

1. **General Sketch Plan:** The sketch plan identifies four (4) areas for the proposed outside display. Two areas are located on the north side of the building within the sidewalk area. The remaining areas are located at the northwest corner of the building and occupy the sidewalk and 2-3 parking spaces. The sketch plan shows a cart storage area within the proposed retail store however it is not clear if cart storage is being provided within the parking lot. I recommend a cart storage area be provided within the parking area north of the building.
2. **Parking and Circulation:** The petitioner is proposing to remove 2-3 parking spaces to accommodate the outdoor display area. As an existing retail development, there is adequate parking on the site and the loss of parking spaces is not a concern.

In regard to the conversion of existing parking spaces to outdoor display I am concerned with the encroachment of the display areas into the drive aisles or adjacent parking spaces possibly interfering with vehicular or pedestrian circulation. I recommend that a decorative

physical barrier such as a knee wall be constructed to enclose the display area proposed within the parking lot.

3. Landscaping. As noted above, outdoor display areas are to be screened by a buffer zone "B" in the accordance with Section 12.02.03, which requires:

- A 20-foot wide buffer zone;
- A 6-foot tall wall or 3-foot tall berm; and
- 1 canopy tree, 1 evergreen tree, and 4 shrubs for each 30 linear feet.

Existing parking lot plantings are provided along the parking area on the north side of building however the existing conditions are not sufficient to meet this requirement. Strict application of this requirement is more difficult for the areas along the front and side of the building, which are adjacent to the parking lot and drive aisles.

4. Pedestrian Circulation. There is not sufficient room for pedestrian circulation between the proposed display area and the building on the west side and northwest corner of the building. The areas to the side and in front of the building must remain clear enough for patrons to walk through and around the display. I recommend that the display areas on the west side and at the northwest corner be reduced to keep a 5-foot sidewalk adjacent to the building unobstructed for pedestrian circulation.

5. Exterior Lighting. The impact assessment states that no additional lighting is proposed.

6. Impact Assessment. An Impact Assessment has been provided and states that the proposed outdoor display areas are not anticipated to create any adverse impacts upon the environment, public services, surrounding land uses, public utilities, or traffic. The Impact Assessment states that the outdoor sales will be seasonal. I recommend the exact dates for the proposed outside sales be specified.

Should you have any questions concerning this matter, please don't hesitate to contact me.

Sincerely,



Kelly VanMarter
Planning Director



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: May 26, 2010

RE: Mancuso Produce Outdoor Display
Special Land Use

As requested, I have reviewed the above referenced special land use application dated May 17, 2010, prepared by Lindhout Associates. The site is located at the existing Genoa Square Development, at Grand River Avenue and I-96 exit 141. The petitioner is requesting to utilize the west side of the existing building for outdoor display.

I have no engineering concerns with the proposed request, as outlined below:

DRAINAGE AND GRADING

1. All of the proposed outdoor display area is to be located on existing impervious surfaces, and the petitioner is not proposing any grading changes or changes to the existing storm water management system, therefore no analysis of the impact to the existing drainage system is required.

UTILITIES

2. The existing building is connected to the municipal sanitary sewer and water. The addition of outdoor display area will not have a negative impact on the utilities for this site.

TRAFFIC

3. The addition of the outdoor display area will not have a negative impact on the traffic at this site. It should be noted that the outdoor display area is to be located within existing parking spots.

Please feel free to contact me at (810) 227 – 5225 with any questions or concerns.

Sincerely,

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

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



Brighton Area Fire Department

615 W. Grand River

Brighton, Michigan 48116

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

June 4, 2010

Kelly VanMarter
Genoa Township
2911 Dorr Road
Brighton, MI 48116

RE: Banana Jacks – Mancuso Produce
1420 Lawson
Site Plan Review

Dear Kelly:

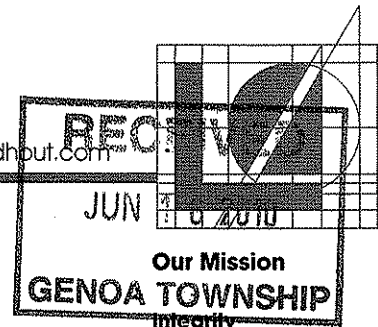
The Brighton Area Fire Department has reviewed the above mentioned site plan. The plans were received for review on May 20, 2010 and the drawings are dated May 17, 2010. The project is based on a new 5,017 square foot Type M building. The proposed space occupies an existing white box portion of the building into a grocery/produce store with some outside sales. The plan review is based on the requirements of the International Fire Code (IFC) 2009 edition.

1. The space shall be provided with an automatic sprinkler system in accordance with NFPA 13, *Standard for the Installation of Automatic Sprinkler Systems*.
IFC 903
2. Future project submittals shall include the address and street name of the project in the title block. The application indicates an address of 1420 Lawson.
IFC 105.4.2
3. The building shall include the building address on the building. The address shall be a **minimum of 6"** high letters of contrasting colors and be clearly visible from the street. The location and size shall be verified prior to installation.
IFC 505.1
4. 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.

Cordially,


Michael D. O'Brian
Fire Marshal



Our Mission
integrity
in architecture and design
in client relationships
in employee relationships
in community relationships

advancement
in all these efforts

June 16, 2010

Genoa Township Board
2911 Dorr Road
Brighton, MI 48116

Re: Site Plan Approval, Special Use Permit – Mancuso Produce

IMPACT ASSESSMENT

a. **Name and Address of persons responsible for preparation of the impact assessment and a brief statement of their qualifications.**

Lindhout Associates architects, aia pc
10465 Citation Drive
Brighton, MI 48116
810-227-5668

Registered architects in the State of Michigan.

b. **Written Description/Analysis of the Project Site:**

The proposed project is located within the existing Genoa Square development at 1420 Lawson Drive within Genoa Township. The Mancuso Produce's suite will occupy an approximately 5,000 square foot suite within the existing 30,250 square building which also houses Snap Fitness and The Dollar Tree. Mancuso Produce is also proposing to have outdoor display and sales area zones totaling approximately 675 square feet on the north and west sides of the building (as detailed on drawing sheet A1). The building is type 5B construction, with block and brick exterior walls. The exterior walls are accented with EIFS and aluminum storefront windows and entries. Existing site infrastructure includes; asphalt parking, landscaping, trash enclosures, and drainage. Please refer to the original site plan submission packages on file with the Township for site plan conformance.

c. **Impact on Natural Features:**

The proposed project will use the existing building. And with the exception of eliminating two to three existing parking spaces to accommodate for the proposed outdoor display/sales area, the site configuration will remain unchanged. Minor cosmetic changes are proposed for the building's shell and include the addition of overhead sectional doors on the north and west elevations with retractable awnings above each.

d. **Impact on Stormwater Management:**

No grading work is scheduled to take place on site, and existing ground cover will remain undisturbed. The existing site grade lines will remain and all proposed construction activities will not impact the sites existing stormwater management system.

e. **Impact on Surrounding Land Used:**

The proposed produce store is a permitted mercantile use within the Non-residential Planned Unit Development zoning. The building currently sets partially vacant, and construction will start and finish prior to the opening of the proposed produce store. Construction phasing will not be implemented on this project.

A special use permit is being requested for a new exterior sales and display area that will be located within the parking lot on the west side of the existing building. Outdoor sales will be seasonal, and will only occur during daylight business hours. Merchandise (flowers, produce, etc.) will be moved inside when the market is not open. No additional outdoor lighting is being proposed for the outdoor sales/display area, and the existing site lighting system will remain.

f. **Impact on Public Facilities and Services:**

The owner estimates the daily number of patrons to be 600.
There will be approximately 15 employees.
There will be no impact on the local public schools.
Fire trucks and police vehicles do and will have access to the site.
Proposed summer and winter business hours are 8:00 a.m. – 7:00 p.m. April through December will have the outdoor display/sales area (January to March the outdoor display/sales areas will be removed).
The anticipated impacts are within the standards expected for this mercantile use within the Non-residential Planned Unit Development.

g. **Impact on Public Utilities:**

The existing building will maintain its connection to the Townships water and sanitary sewer system. The proposed produce store will accommodate two new accessible bathrooms, dual height ADA drinking fountains, and janitor's sink (all required by the current 2006 Michigan Plumbing Code). The space will also house a three-compartment sink for produce cleaning.

h. **Storage and Handling of any Hazardous Materials:**

There will be no storage or handling of hazardous materials, beyond normal cleaning and maintenance supplies.

i. **Impact on Traffic and Pedestrians:**

The vehicular traffic and pedestrian use of the proposed produce store will closely resemble the traffic incurred by other mercantile occupancies in the vicinity. We do not foresee any additional impact to the area in terms of vehicular and pedestrian traffic.

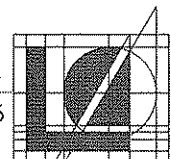
j. **Special Provisions:**

There is no known deed restrictions associated with this site.

k. **Source Listing:**

Genoa Township Zoning Ordinance
2006 Michigan Building Code
2006 Michigan Plumbing Code

END OF IMPACT STATEMENT



MEMORANDUM

TO: Township Board

FROM: Mike Archinal *ma*

DATE: 6/18/10

RE: Driveway Repair

We have experienced significant wash-out along the southern edge of the Township Hall driveway. We have been battling this erosion since the Hall was built 12 years ago. This is undermining the edge of the asphalt and is causing damage. Attached you will find a sketch from the Township Engineer depicting the placement of a new crushed limestone shoulder and the installation of a new spillway to divert storm run-off away from the road edge and into the existing drainage swale. I have a meeting next week with an asphalt contractor. A recommendation for asphalt repair and/or replacement will be forthcoming. The intent currently is to limit the amount of additional damage by controlling the drainage. Please consider the following action:

Moved by _____, supported by _____, to approve a proposal from Fonson Construction for grading and the installation of a crushed limestone shoulder in the amount of \$4,312.50.

6/16/2010 Recommended Improvements for Driveway Erosion



- Fanson to provide cost for 2' wide x 1' deep shoulder w/ 1x3 crushed ~~limestone~~ concrete & limestone ~450 LF
- New spillway



6/10/2010



1" = 100'



Bid Proposal



Fonson, Inc.

7644 Whitmore Lake Road
 Brighton, Michigan 48116
 Contact: Richard M. Fons
 Phone: (810) 231-5188
 Fax: (810) 231-5404

Quote To: Genoa Township
 2911 Dorr Road
 Brighton, MI 48116

Contact: Tesha Humphriss
Phone: 8102275225
Fax: 8102271409

Job Name: Township Hall Driveway Erosion
Location: 2911 Dorr Road
Engineer: None
Date of Plans: None
Bid Date: 06/15/2010
Revision Date: None

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------------------------|---|----------|------|------------|-------------------|
| 10 | Mobilization | 1.00 | LS | 600.00 | 600.00 |
| 20 | Excavate and Place 1 x 3 Crushed Conc (2' x 1') | 450.00 | LFT | 7.25 | 3,262.50 |
| Total Base Bid | | | | | \$3,862.50 |
| Alternate Price | | | | | |
| 30 | Excavate and Place 1 x 3 Limestone (2' x 1') | 450.00 | LFT | 8.25 | 3,712.50 |

NOTES:

- Excludes Permits or Inspection Fee's
- Excludes Asphalt Paving or Patching
- Excludes Concrete Curbs or Walks
- Includes Non-Woven Geotextile Under The Stone

This Proposal is valid for your acceptance within 30 days from the bid date. After 30 days we reserve the right to withdraw this proposal unless a binding letter of intent to contract the work to Fonson has been received.

If you have any questions or concerns, please call me at (810) 217-4530.

By: _____
 Richard M. Fons


Fonson, Inc.
 An Equal Opportunity Employer

You are hereby authorized to furnish all material, equipment and labor required to complete the work described in the above quote, for which the undersigned agrees to pay the amount stated in said quote and according to the terms thereof.

Date: _____ By: _____

MEMORANDUM

TO: Township Board

FROM: Mike Archinal 

DATE: 6/18/10

RE: TetraTech Survey Proposal
Township Hall Grading

Please review the attached report from the Township Engineer. In order to move forward with this project and assure that it is feasible within the conceptual estimate provided it will be necessary to obtain survey information. A proposal for this work is attached with a budget of \$3,300. Please consider the following action:

Moved by _____, supported by _____, to approved the attached proposal from TetraTech for professional services related to Township Hall grading in an amount not to exceed \$3,300.

Memo

To: Michael Archinal, Manager
From: Tesha Humphriss, Engineer
Date: June 17, 2010
Re: Township Hall Sled Hill

As you are aware, I completed a conceptual cost analysis in July 2008 to create a 40-foot sled hill on the southwest corner of the Township Hall property (see attached photo for proposed sled hill location). At that time I estimated we needed approximately 22,000 cubic yards of fill to create a 40-foot sled hill. Due to the cost of trucking in fill we decided to accept clean construction fill. Therefore, both Fonson and the Livingston County Road Commission having been bringing clean fill to this area since late summer 2008. However, even with the fill delivered to date (approximately 5,000 cubic yards) we need more material to create a sled hill.

We held an onsite meeting on June 10, 2010, with Township and Howell Parks and Recreation representatives. The general consensus after that meeting was to continue to accept fill for a few years, but to make a portion of the hill available for sledding this year.

Since this meeting I have spent some time re-evaluating what we can accomplish this summer. The attached drawing shows the conceptual master plan per my discussions with Township staff, showing a proposed sled hill, soccer field, and additional parking area. As both a soccer field and parking area need to be relatively flat it is clear that substantial grading will be required in the future to accommodate this mater plan. I estimate we can obtain approximately 10,000 cubic yards of material from these areas. Therefore, I recommend we complete the grading of this area this summer. With this material, the approximately 5,000 cubic yards we have accepted to date, and the additional material we will receive this summer I recommend we complete the sled hill job this year.

My estimate of 10,000 cubic yards of available material in the soccer field and parking area is based on old topography for the Township Hall site, which does not include any contour lines within the old barn parcel. I do have a concern with the existing hole that is located within the old barn parcel, and this may require more fill than I have estimated to create the proposed sled hill grade. To finalize the amount of available cut and fill we need at this site I recommend we hire our consulting engineer to complete a survey of this area, complete a cut/fill analysis, and generate a grading plan for our analysis.

I also took a visit to the existing sled hill at the City of Howell. Based on my field measurements I estimate this hill is 25-foot tall and at a slope of between 1 on 4 and 1 on 5 feet. My original estimate included a 40-foot tall hill at 1 on 4 slopes. After visiting the City of Howell sled hill it is my recommendation that we consider lowering the proposed slope to 1 on 4.5 feet. It should be noted that the more gradual slope will require more material.

To accomplish a sled hill by this winter I recommend the following:

1. Continue to accept free fill this summer.
2. Pay Fonson on a time and materials basis to grade the fill that is delivered to the site this summer.
3. Have our consulting engineering complete a survey of the site, a cut/fill analysis, and generate a grading plan by the end of July.
4. Meet with Fonson in early August to obtain a lump sum proposal to complete the project.
5. Have our consulting engineer complete construction staking.
6. Plant seed by September 15th to ensure stabilization of the sled hill prior to this winter.

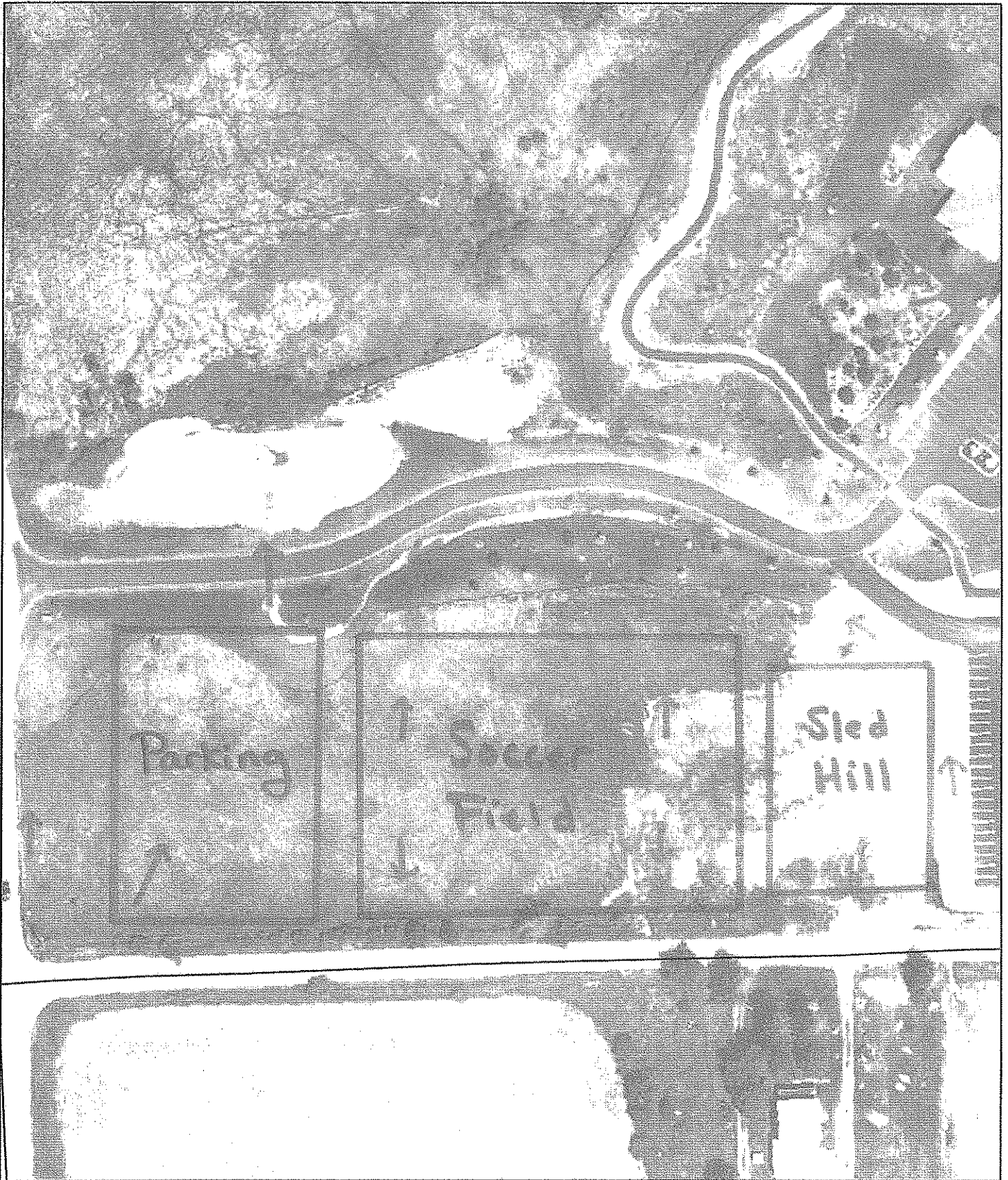
I have completed a conceptual opinion of probable construction cost for the above recommendations based on the following assumptions:

- Approximately 10,000 cubic yards of material is available at the bottom on the hill
- Approximately 7,000 cubic yards of material will be delivered to the site prior to the end of the summer, but the Township will only have to pay for grading approximately 3,000 cubic yards.

| Description | Quantity | Unit | Unit Price | Total |
|--|----------|------|------------|-----------------|
| Fonson T&M Grading | 3,000 | CY | \$2 | \$6,000 |
| Survey Site, Cut Fill Analysis, Grading Plan | 1 | LS | \$3,300 | \$3,300 |
| Excavate & Embankment | 10,000 | CY | \$3.50 | \$35,000 |
| Topsoil, Seed & Mulch | 25,600 | SY | \$1.00 | \$25,600 |
| Construction Staking | 1 | LS | \$5,000 | \$5,000 |
| Construction Subtotal | | | | \$74,900 |
| Contingencies – 15% | | | | \$11,100 |
| TOTAL | | | | \$86,000 |

Please note, the possibility of a snow making machine was discussed, which requires both electrical and water, neither of which are currently available at the site, and were not included in this cost analysis.

It should be noted that the final hill may be smaller than 40-feet tall based on the amount of material delivered between now and the end of July, the amount of material available in the future soccer and parking areas, and the final slope of the hill. Therefore, it is my recommendation that after survey and the grading plan are complete we evaluate if the total size of the hill is adequate to perform a complete job this year or if we should continue to accept material for another year. I anticipate this decision can be made in August.



1" = 100'

→ Proposed Drainage

6/10/2010





TETRA TECH

June 17, 2010

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

**Re: Genoa Township Hall Site Grading
Professional Services Proposal**

Dear Ms. Humphriss:

Pursuant to our discussion, we have prepared the following proposal for performing a topographic survey and grading plan for the area south of the entrance drive where the Township is proposing a winter sledding hill and practice soccer field. The area is currently the site of excess materials stockpiled where the Herbst barn used to stand. It is proposed to excavate the area closest to Dorr Road to create a level area to be used for field sports activities. The excavated earth will be moved to the east to augment the material in the spoils piles, then graded to create a winter sledding hill. The hill is anticipated to have either a one on four or one on five slope from east to west. No material will be removed from the site.

It is our understanding that the Township would like our assistance to prepare a topographic plan consisting of cut and fill grades that can be presented to a contractor for their use in grading the site. We propose the following scope of services.

- Perform a topographic survey of the project area. The survey will be tied into the existing control from the 2003 survey used to construct the soccer fields. The extent of the survey will be the area south of the entrance drive and include the soccer field parking lot.
- Meet with the Township to review the topographic survey and discuss recommendations for grading the site to the sports field and sledding hill uses.
- Prepare a grading plan showing cuts and fills across the site for use by a Township selected contractor.
- Prepare an opinion of probable cost for the earthwork and restoration activities.
- Assist the Township in obtaining a soil erosion and sedimentation control permit from the Livingston County Drain Commissioner. Any permit fees are assumed to be paid by the Township.



TETRA TECH

- Provide six (6) copies of the grading plan for the Township's use.

Compensation for our personnel directly involved in the work of this proposal will be based on our hourly billable rates plus subcontracted services and outside invoices multiplied by 1.15, plus in house reimbursable expenses. We propose a budget of \$3,300 for this work.

Our Standard Terms and Conditions are attached and considered a part of this proposal. If you concur with our proposal, please in the space provided and return a copy as your authorization to proceed.

Construction staking and engineering services during construction are not included in this proposal.

We anticipate the work being completed within four weeks of being authorized to proceed.

We look forward to working with the Township on this project. If you have any questions regarding this proposal or need additional information, please call.

Sincerely,

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

:be
200CIVIL-SITE

Attachment

PROPOSAL ACCEPTED BY:

GENOA TOWNSHIP

AUTHORIZING SIGNATURE _____

PRINTED NAME _____

TITLE _____ **DATE** _____



Tetra Tech of Michigan, PC Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule in the proposal and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client

mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule above. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consequential Damages Neither the Client nor Consultant shall be liable to the other for any consequential damages regardless of the nature or fault.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

Assignments Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

Governing Law The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs in the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.



TETRA TECH

June 17, 2010

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

**Re: Genoa Township Hall Site Grading
Professional Services Proposal**

Dear Ms. Humphriss:

Pursuant to our discussion, we have prepared the following proposal for performing a topographic survey and grading plan for the area south of the entrance drive where the Township is proposing a winter sledding hill and practice soccer field. The area is currently the site of excess materials stockpiled where the Herbst barn used to stand. It is proposed to excavate the area closest to Dorr Road to create a level area to be used for field sports activities. The excavated earth will be moved to the east to augment the material in the spoils piles, then graded to create a winter sledding hill. The hill is anticipated to have either a one on four or one on five slope from east to west. No material will be removed from the site.

It is our understanding that the Township would like our assistance to prepare a topographic plan consisting of cut and fill grades that can be presented to a contractor for their use in grading the site. We propose the following scope of services.

- Perform a topographic survey of the project area. The survey will be tied into the existing control from the 2003 survey used to construct the soccer fields. The extent of the survey will be the area south of the entrance drive and include the soccer field parking lot.
- Meet with the Township to review the topographic survey and discuss recommendations for grading the site to the sports field and sledding hill uses.
- Prepare a grading plan showing cuts and fills across the site for use by a Township selected contractor.
- Prepare an opinion of probable cost for the earthwork and restoration activities.
- Assist the Township in obtaining a soil erosion and sedimentation control permit from the Livingston County Drain Commissioner. Any permit fees are assumed to be paid by the Township.



TETRA TECH

- Provide six (6) copies of the grading plan for the Township's use.

Compensation for our personnel directly involved in the work of this proposal will be based on our hourly billable rates plus subcontracted services and outside invoices multiplied by 1.15, plus in house reimbursable expenses. We propose a budget of \$3,300 for this work.

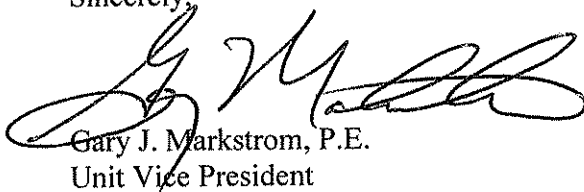
Our Standard Terms and Conditions are attached and considered a part of this proposal. If you concur with our proposal, please in the space provided and return a copy as your authorization to proceed.

Construction staking and engineering services during construction are not included in this proposal.

We anticipate the work being completed within four weeks of being authorized to proceed.

We look forward to working with the Township on this project. If you have any questions regarding this proposal or need additional information, please call.

Sincerely,



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

:be
200CIVIL-SITE

Attachment

PROPOSAL ACCEPTED BY:

GENOA TOWNSHIP

AUTHORIZING SIGNATURE _____

PRINTED NAME _____

TITLE _____ **DATE** _____

K:\Proposals\Genoa Twp\Genoa Twp Hall Site Grading Proposal 6-17-10.doc



Tetra Tech of Michigan, PC Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule in the proposal and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client

mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule above. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

Automobile Liability – \$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consequential Damages Neither the Client nor Consultant shall be liable to the other for any consequential damages regardless of the nature or fault.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantees related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

Assignments Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

Governing Law The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

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